

THE DECLARATION OF CONDOMINIUM
OF
POINT CLEAR LANDING, A CONDOMINIUM

REC. 45 JUL 16 1983

This Instrument Prepared by:
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STATE OF ALABAMA,
BALDWIN COUNTY.

I certify that this instrument was filed on

JUL 28 1983 11A

and that no tax was collected. Received in

Book 45
Page 1648
1692 Index & _____
Judge of Probate

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THE DECLARATION OF CONDOMINIUM
OF
POINT CLEAR LANDING, A CONDOMINIUM

STATE OF ALABAMA)
BALDWIN COUNTY)

This Declaration made this 27th day of July, 1983, by POINT CLEAR LANDING, INC., a corporation organized under the Laws of the State of Alabama (hereinafter sometimes called "Developer"), for itself, its successors, grantees and assigns.

WHEREAS, Developer is the fee simple owner of a certain parcel of real property situated in the County of Baldwin, State of Alabama, legally described on the attached Exhibit A, and sometimes hereinafter referred to as the Phase I Property. The Developer has constructed thereon two buildings, consisting of twelve residential units and related amenities and recreational facilities; and intends by recordation of this Declaration to establish a condominium thereon to be known as Point Clear Landing, a condominium; and

WHEREAS, Developer has under contract to purchase certain real property, described on Exhibit B hereof, which is contiguous to the Phase I Property, which contiguous real property shall sometimes be referred hereafter as the Phase II Property. Developer desires to reserve by this Declaration the option to incorporate and make all or any part of the Phase II Property part of Point Clear Landing, a condominium.

NOW, THEREFORE, POINT CLEAR LANDING, INC., the Developer hereby makes the following declaration as to the division to which the Phase I Property and improvements thereon shall be put, hereby specifying that said Declaration shall constitute covenants to run with the land and shall be binding upon POINT CLEAR LANDING ASSOCIATION, INC., the owners association of Point Clear Landing, a condominium, and its successors and assigns, and upon all subsequent owners of all or any part of said real property and improvements, together with their grantees, lessees, successors, heirs, executors, administrators, devisees or assigns.

1. PURPOSE AND CONDOMINIUM ACT. The purpose of this Declaration is to submit the property and improvements constructed thereon, together with Developer's option herein reserved to add Phase II on an incremental basis, to the condominium form of ownership in the manner provided by the Condominium Ownership Act of Alabama, Code of Alabama, 1975, Section 35-8-1, et seq. (the "Act").

2. NAME. The name by which this Condominium is to be known and identified is POINT CLEAR LANDING, a Condominium (the "Condominium").

3. THE REAL PROPERTY. The real property owned by Developer which is herewith submitted to the condominium form of ownership is as follows:

3.1 Phase I Real Property. Developer does hereby submit to condominium ownership, pursuant to the Condominium Ownership Act of Alabama, all that real property in Baldwin County, Alabama, together with any and all improvements thereon, more particularly described on Exhibit A, which said real property shall be herein sometimes referred to as the Phase I Property.

3.2 Incremental Development of the Phase II Property. It is the intention of Developer and by these presents Developer reserves unto itself, its successors and assigns, the option to incorporate all or any part of the Phase II Property, described on Exhibit B in three

segments, into Point Clear Landing, a condominium. The procedures for exercise of this option and the incorporation of all or any part of the Phase II Property, and the improvements thereafter erected thereon, are set forth with particularity in paragraphs 5.2 and 5.3. The development plans for the Phase II Property call for construction of three buildings (C, D and E) on a building by building basis. Proposed building C will contain six units, building D will contain six units and building E will contain ten units. Each segment of land identified on Exhibit B corresponds with the proposed location of each building. If, as and when the Developer undertakes to build each building, each separate parcel identified on Exhibit B will be annexed to the condominium by amendment. Nothing contained herein shall be construed to require Developer to exercise the option as to any segment identified on Exhibit B or in any particular order. The Developer reserves the right should it exercise the option herein reserved to vary the location of each proposed building; thereby causing the encroachment of such building onto the common elements (land) of the condominium as shown on Exhibit C. Each unit owner by acceptance of the deed to his unit shall be deemed to have consented to any such encroachments in relocation of the proposed buildings in the Phase II Property; provided, however, any such relocation shall not effect ingress or egress to and from the condominium or any unit therein. All buildings and units constructed within the Phase II Property shall be of the same motif, approximate size and exterior appearance as those now within the condominium. All improvements to the yacht basin, wharf and docks within the Phase II Property shall be of similar design, construction and the like as now existing within the condominium. This is a covenant for the benefit of the unit owners and shall run with the land. Upon exercise of the option herein reserved, the common elements constructed on the Phase II Property shall merge into and become a part of the common elements of the condominium as now established.

4. DEFINITIONS - GENERALLY. The terms used in this Declaration of Condominium and in the By-Laws and Articles of Incorporation of Point Clear Landing Association, Inc. shall have the meanings stated in the Condominium Ownership Act of Alabama as said Act is written as of the date hereof and as follows:

4.1 Association. "Association" means Point Clear Landing Association Inc., and its successors, and is the association of unit owners referred to in the Condominium Ownership Act of Alabama.

4.2 Common Elements. "Common Elements" means common areas and facilities as defined in the Condominium Ownership Act of Alabama, and in paragraph 8 of this Declaration of Condominium, including but not limited to, all parts of the condominium property not included within the unit boundaries as described in paragraph 6.2 hereof, and shall include the utility spaces and the tangible personal property required for the maintenance and operation of the condominium, as well as the items stated in the Condominium Ownership Act of Alabama.

4.3 Common Expenses. "Common Expenses" include those as defined by in the Condominium Ownership Act of Alabama and in paragraph 10 of this Declaration of Condominium, together with the expenses for which the unit owners are liable to the Association, actual or estimated, including, without limitation, all expenses connected with the maintenance and repair of the recreational and docking facilities.

4.4 Utility Services. "Utility Services" shall include but not be limited to electric power, water, garbage and sewage disposal.

4.5 Declaration. "Declaration" means and refers to this Declaration of Condominium and all amendments thereto hereafter made.

4.6 Condominium Documents. "Condominium Documents" include this Declaration of Condominium, the By-Laws of the Association, the Rules and Regulations relating to the condominium, and the Articles of

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Incorporation of Point Clear Landing Association, Inc., and all amendments thereto.

5. POINT CLEAR LANDING DEVELOPMENT PLAN.

5.1 Phase I Plans. The improvements have been constructed by the Developer substantially in accordance with the drawings therefor prepared by Developer, McCrory and Williams, Surveyors, and ARCHITECTS DIVERSIFIED, INC., Architects, which drawings are attached hereto as Exhibit C (consisting of three pages), and by reference made a part hereof. The area of page 1 of Exhibit C marked "Phase I" shows the Phase I buildings and units, and other amenities, which buildings are numbered A and B. Pages 2 through 3 of Exhibit C show the size, building plan, typical detail and layout of all units in Phase I, which plans together with the graphic and narrative descriptions herein contained are in sufficient detail to identify the common elements and private elements comprising the units as built, and bearing the verified certificate of D. M. Hargett, a licensed architect, that said drawings accurately depict the units as built. Each unit is identical, or substantially so, in size, building plan, typical detail and layout as units shown on pages 2 through 3 of Exhibit C. The location and layout of the Phase I recreation and docking facilities is shown on page 1 of Exhibit C.

5.2 Exercise of the Option. The Developer, its successors and assigns, reserves unto itself the option, to be exercised in its sole discretion at any time within seven (7) years from the date this Declaration is recorded in the Office of the Judge of Probate of Baldwin County, Alabama, to submit the Phase II Property, or any or all of each segment thereof as shown on Exhibit B, and not in any particular order, to the provisions of the Act and this Declaration, and thereby cause same to be and become a part of the condominium. The option hereby reserved unto the Developer may be exercised only upon the execution by it and the mortgagee of that segment of the Phase II Property, if mortgaged, of an amendment to this Declaration, and the filing of same of record in the Office of the Judge of Probate of Baldwin County, Alabama. Any such amendment shall expressly provide that the segment of property, as such property shall be specifically described in such amendment, is submitted to the provisions of the Act and this Declaration as either or both may be then amended, whereupon the provisions of this Declaration shall thenceforth be understood and construed as embracing that segment or all of the Phase II Property then and thereto submitted, together with all improvements located thereon. This option, to the extent that it may be waived as to all or a portion of the Phase II Property, may be waived by Developer by an instrument to that effect and the filing of same of record in the Office of the Judge of Probate of Baldwin County, Alabama. Should the option be waived as herein provided, or should the option not be exercised as all of the Phase II Property prior to its expiration, it shall, with respect to the Phase II Property not theretofore submitted to the provisions of the Act and this Declaration, expire and be of no further force or effect.

Should the Phase II Property be submitted to the provisions of the Act and this Declaration, pursuant to and in accordance with the aforesaid option, the required amendments shall, in addition to describing all or that portion of the Phase II Property thus being submitted, specify all particulars required by the Act not theretofore incorporated herein, which site plan shall be incorporated herein and, by reference, made a part hereof on the filing of same for record in the Office of the Judge of Probate of Baldwin County, Alabama. The number of Units that shall be created in Phase II shall not exceed twenty-two (22). All such Units shall be restricted exclusively to residential use.

5.3 Amendment. Should the Phase II Property, or any portion thereof, be submitted to the provisions of the Act and this Declaration, pursuant to and in accordance with the option herein

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reserved, then the undivided interest in the Common Elements shall be reallocated automatically so that each Unit then comprising a part of the condominium shall have, as an appurtenance thereto, an equal, undivided interest in the Common Areas computed by dividing one (1) by the number of units then comprising the condominium, including those Units located upon the Phase II Property thus being submitted to the provisions of the Act and this Declaration. Each Unit Owner of a Unit, by acceptance of a deed thereto, consents and agrees to the alteration of said fractions as herein provided at such time, if at all, as all or any part of the Phase II Property may be submitted to the provisions of the Act and this Declaration. Reductions in said fractional undivided interests shall revert to the Developer so that appropriate fractional undivided interests in the Common Elements may be conveyed by the Developer to subsequent purchasers of units within the Phase II Property, or portions thereof, thus submitted. There is hereby reserved unto the Developer, an irrevocable power of attorney, coupled with an interest, for the purpose of reallocating the fractional interest and voting rights appurtenant to each of the Units in the Condominium in accordance with the provisions of this Declaration and to execute, acknowledge, and deliver such further instruments as may from time to time be required in order to accomplish the purpose and intents of this Section.

5.4 Easements. Easements are reserved through the condominium property as may be required for utility services in order to adequately serve the condominium, provided, however, such easements to a unit shall be only in accordance with the plans and specifications for the buildings or as the buildings are constructed, unless approved in writing by the unit owner. Each unit owner shall have an easement in common with the owners of all other units to use all pipes, wires, ducts, cables, conduits, public utility lines and other common elements located in any of the other units and serving his unit. Each unit shall be subject to an easement in favor of the owners of all other units to use the pipes, ducts, cables, wires, conduits, public utility lines and other common elements serving such other units and located in such unit. The Association shall have a right of access in each unit to inspect the same, to remove violations therefrom, and to maintain, repair or replace the common elements contained thereon or elsewhere in any building.

The Developer reserves a non-exclusive easement for the benefit of the Phase II Property, should it obtain title to same, over and across so much of the Phase I property hereto as may be reasonably necessary for the purposes of ingress and egress, construction, and the use of the adjacent harbor and waters, which easement shall remain in effect and run with so much of the Phase II Property as is ultimately not included within the condominium.

5.5 Buildings and Principal Materials. The buildings constructed upon the real property include and will be limited to two (2) buildings in Phase I and three (3) buildings in the proposed Phase II, all of which will be wholly three-story structures, four each of such buildings to contain six (6) units, and one (1) building (Building E) to contain ten (10) units. Phase I includes parking spaces, slips or areas in which to harbor boats, wharf and dock areas and a seawall or bulkhead appurtenant to Phase I and as shown on Exhibit C. The buildings are and will be wood frame, with board and stucco applied to the exterior walls, and the roofing will consist of fiberglass shingles. Each unit is supplied with water, sewer line, electricity and gas, with two separate air conditioning systems and heating systems and one hot water heater for each unit.

6. INDIVIDUAL UNITS. The description and location of the particular units and the appurtenances thereto are determined with the aid of Exhibit "C" and as set forth immediately below.

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6.1 Units Numbered. Each individual unit is assigned a letter and number (corresponding to the Building), which is indicated on Exhibit "C".

6.2 Unit Boundaries. Each unit shall include that part of the building containing the unit which lies within the boundaries of the unit, which boundaries shall be determined in the following manner:

(a) Horizontal Boundaries. The upper and lower boundaries of each unit shall be:

(i) Upper Boundary. The plane of the under surfaces of the roof rafters.

(ii) Lower Boundary. The upper surface of the garage floor slab.

(b) Perimeter Boundaries. The perimeter boundaries of each unit shall be the vertical planes of the outer surface (exterior face) of the plaster or dry wall, or in the case of the garage level the outer surface of the partial wall dividing the units at garage level if extended, which serves as the innermost surface of the perimeter wall enclosing a unit extended to the upper and lower horizontal boundaries, all of which is graphically depicted on Exhibit C.

6.3 Changes. Developer reserves the right to change the interior design and arrangement of all units owned by Developer. Developer further reserves the right to alter the boundaries between units and any such alteration shall be reflected by an amendment of this Declaration which may be executed by Developer alone. However, no such alterations of boundaries shall increase or decrease the number of units nor alter the percentage or percentages of undivided interest of any such unit or units so altered without compliance with paragraph 26 of this Declaration.

6.4 Private Elements. The private elements of each unit shall consist of the following:

(a) the air space and the area of the building lying within the unit boundaries.

(b) the surfacing materials on the interior of exterior walls and on interior walls separating one unit from another unit.

(c) the structural components and surfacing materials of all interior walls located within the boundaries of the unit.

(d) the structural components and surfacing materials of the floors and ceilings of the unit, including the surfacing materials on the slab, but excluding the slab.

(e) all bathtubs, toilets and sinks, the range, microwave, ice maker, compactor, refrigerator, garbage disposal, dishwasher, hot water heaters and air-conditioners (including the air conditioning wiring and piping located outside the confines of a unit, but serving that unit exclusively) and heating units and like fixtures and all hardware and interior and exterior lighting fixtures, provided that said exterior lighting fixture serves that unit exclusively and is metered to an individual unit and individual elevator and equipment.

(f) all windows, doors, window screens and all interior trim and finishing materials.

6.5 Fireplaces. The plans and specifications of the condominium units include fireplaces. Said fireplace and its stack (whether said stack be located inside or outside the unit) shall constitute a private element and the maintenance and upkeep thereof shall be done by the unit owner.

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7. LIMITED COMMON ELEMENTS. There are no limited common elements.

8. COMMON ELEMENTS.

8.1 Common Elements Defined. Any right, title or interest in a condominium unit shall automatically carry with it as an appurtenance and without the necessity of specific reference thereto its respective undivided share of the common elements and a right to use the common elements in conjunction with the owners of the other condominium units. The common elements of the condominium shall include the common areas and facilities located substantially as shown upon plans, drawings and specifications attached hereto as Exhibit C and including the following:

- (a) All of the land listed and described on Exhibit A;
- (b) All improvements and parts thereof which are not included with the respective condominium units;
- (c) The mechanical systems and installations providing services to the buildings, or to more than one unit, such as electrical power, gas, light, water, hot water heater, sanitary and storm sewer facilities, and including all lines, pipes, ducts, flues, chutes, conduits, cables, wires and other apparatus and installations in connection therewith;
- (d) All parking areas, roads, and other means of ingress and egress; excluding the individual parking areas within the unit boundaries of the unit;
- (e) All tangible personal property required for the maintenance and operation of the condominium and for the common use and enjoyment of the unit owners;
- (f) The deck house, the retaining wall and bulkhead, the pilings located in or adjacent to the yacht basin, and the boat harbor or slip areas and wharf and dock areas (even though said boat harbor or slip or wharf and dock area be assigned to the exclusive use of a unit or units);
- (g) Fences, gates and railing bordering or transversing the real property described in Exhibit A;
- (h) All foundations, slabs, columns, beams and supports of the buildings (excluding the ceiling rafters and component parts of interior load-bearing walls) and such component parts of exterior walls and walls separating unit, roof, floors and ceilings as are not described herein as private elements;
- (i) Lawn areas, landscaping, underground irrigation systems, walkways, sidewalks, curbs and steps;
- (j) All area outdoor and exterior lights which are not metered to individual units, all electric power centers located on the wharf or dock area, notwithstanding the same are metered to an individual unit, and all entrance and related type signs;
- (k) The structural components and surfacing materials of the gallery, balcony, patio and exterior stairways outside the unit boundaries;
- (l) All other parts of the condominium existing for the common use or necessary to the existence, maintenance and safety of the condominium; and
- (m) All other items listed as such in the Condominium Ownership Act of Alabama and located on the property.

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8.2 Use of Common Elements. Except as provided for in paragraph 11 with respect to the exclusive use of certain spaces and areas, the unit owners in the aggregate shall be entitled to equal and full use and enjoyment of all the common elements except as they may be restricted by the reasonable and uniform regulations duly adopted by the Association Board of Directors, which usage shall always be in recognition of the mutual rights and responsibilities of each of the unit owners.

9. PERCENTAGE OF OWNERSHIP, SURPLUS AND SHARING COMMON EXPENSES. Any surplus shall be distributed among, and the common expenses shall be charged to, the unit owners according to the fractional share of the undivided interest of the unit in the common elements. Each unit shall have a 1/12th undivided fractional interest in the common elements. In the event the Developer chooses to exercise the option to expand the condominium, as contained in Paragraph 5.2 and 5.3 hereof, the fractional interest of ownership of the common elements shall be automatically changed and altered in accordance with the provisions of paragraph 5.3 hereof.

10. COMMON EXPENSES. The common expenses shall include:

- (a) Costs of operation, maintenance, repair and replacement of the common elements, including the exclusive spaces and areas;
- (b) Costs of management of the condominium, administrative costs of the Association, including professional fees and expenses;
- (c) Costs of water and sewage service, electricity and other utilities which are not metered to the individual condominium units;
- (d) Labor, material and supplies used in conjunction with the common elements;
- (e) Damages to the condominium property in excess of insurance proceeds;
- (f) Salary of a maintenance man, and his assistants, if any;
- (g) Premium costs of fire, property, liability and other insurance as provided herein;
- (h) Cost of additions, alterations or improvements or facilities, or memberships or other interests in recreational facilities, purchased as part of the common elements for the benefit of all the members upon a vote of seventy-five percent (75%) of the unit owners, provided that any institutional first mortgagee holding title to a unit through foreclosure or conveyance in lieu of foreclosure shall not have to participate in payment of these types of costs without its written consent;
- (i) Costs of maintaining and repairing the parking areas, the boat ramp, the wharf or dock area, the boat harbor or slip area, the bulkhead and seawall areas, the pilings, and the flagpole;
- (j) Costs incurred in dredging or otherwise maintaining the harbor and jetty area for the use and enjoyment of pleasure boating;
- (k) Costs incurred in connection with termite and pest control;
- (l) Costs included in maintaining and repairing the storm drainage system, the irrigation system, the fences, gates, railing and signs and costs incurred in landscaping;
- (m) All other costs and expenses that may be duly incurred by the Association through its Board of Directors from time to time in operating, protecting, maintaining, managing and conserving the

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condominium property and in carrying out its duties and responsibilities as provided by the Condominium Ownership Act of Alabama, this Declaration of Condominium, the Articles of Incorporation or the By-Laws.

11. EXCLUSIVE AND SEMI-EXCLUSIVE SPACES AND AREAS. Although the foregoing are common elements as defined in paragraph 8, the same are hereby declared to be for the exclusive (or semi-exclusive as in the case of 11.2) use of and as an appurtenance to the unit to which the same is assigned and designated, as follows:

11.1 Exclusive Boat Harbor or Slip Area. Each unit shall have and be assigned the exclusive use of one (1) boat harbor or slip area in the yacht basin in which to harbor a boat. Each such area has been assigned to a particular unit by the Developer and is shown on Exhibit C. No reassignment shall take place or occur except pursuant to paragraph 11.4 hereof.

11.2 Semi-Exclusive Wharf or Dock Area. Each unit shall have the semi-exclusive use of one (1) wharf or dock area that abuts the exclusive boat harbor or slip area assigned to said unit. Said unit owner shall share said wharf or dock area in common with one other unit that has been assigned an exclusive boat harbor or slip area that also abuts said wharf or dock area. These wharf or dock areas are shown on page 1 of Exhibit C and the unit assignments and designations of wharf and dock area shall correspond with the unit assignments and designations of the abutting boat harbor and slip area. By way of example, Units A-1 and A-2 will share on an exclusive basis the common wharf or dock area that intersects the exclusive boat harbor or slip areas assigned to said Units A-1 and A-2. Each wharf or dock area has an electric power center located thereon to service the respective exclusive boat harbor and slip areas. Each such electric power center shall be for the exclusive use of the unit owner and shall be individually metered to said owner, but said electric power center and the lines serving the same shall remain common elements.

11.3 Exclusive Porches, Balconies, Galleries and Patios. Each unit shall have the exclusive use of one main level porch, patio, and one upstairs gallery on said unit and one balcony on the said unit. These porches and balconies, galleries and patios, and the location thereof, are adjacent to each unit, and are set forth and shown on page 2 of Exhibit C.

11.4 Reassignment of Spaces and Areas. Once assigned, exclusive boat harbor and slip areas and semi-exclusive wharf or dock areas may not be reassigned except by the Association and not without the written consent of the unit owners affected, which consent shall be recorded in the public records of Baldwin County, Alabama. Exclusive parking, porch, balcony and patio and step areas may not be reassigned.

12. RIGHTS AND DUTIES OF OWNERS, TENANTS AND OCCUPANTS OF UNITS.

12.1 Units Subject to Declaration, By-Laws and Rules and Regulations. All Units and all present and future owners, tenants and occupants of units shall be subject to, and shall comply with the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into of a lease or the entering into occupancy of any unit shall constitute an agreement that the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such owner, tenant, and occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance or lease thereof.

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12.2 Exclusive Ownership and Share of Common Elements. Each owner shall be entitled to the exclusive ownership and possession of his unit and private elements and to an undivided interest in the common elements in the percentages as set forth in paragraph 9. The percentage of the undivided interest in the common elements shall not be separated from the unit to which it appertains and shall be deemed to be conveyed or encumbered or released from liens with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument. Except as provided for in paragraph 11 with respect to the exclusive use of certain spaces and areas, each owner may use the common elements in accordance with the purposes for which the same are intended, without hindering or encroaching upon the lawful rights of other owners.

12.3 Enforcement. Failure of any owner to comply strictly with the provisions of this Declaration, the By-Laws, and the Rules and Regulations shall constitute sufficient grounds for an action to recover sums due, or damages, or injunctive relief, or any or all of such remedies, concurrently or successively. Such actions may be maintained by the Association on its behalf or on behalf of the unit owners aggrieved. In any case of flagrant or repeated violation by a unit owner, he may be required by the Association to give sufficient surety or sureties for his future compliance with the provisions of this Declaration, the By-Laws, and the Rules and Regulations. Nothing herein contained shall prevent, in a proper case, an independent action by an aggrieved unit owner or holder of a lien on such unit for such relief.

13. MAINTENANCE. The responsibility for the maintenance of the condominium property shall be as follows:

13.1 Buildings.

(a) By The Association. The Association shall maintain, repair and replace, at its expense, all portions of the buildings which are common elements, including without limitation:

(i) Those portions contributing to the support of each building, which portions shall include, but not be limited to, the outside walls and roofs (including roof rafters) of the building and all fixtures thereon (excluding exterior lights metered to individual units) and boundary walls of units, load-bearing columns and load-bearing walls (notwithstanding the same constitutes a private element within the unit), but which portions shall not include the ceiling rafters or walls lying within unit boundaries.

(ii) All conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services which are contained in the portions of a unit maintained by the Association; and all such facilities contained within a unit which service part or parts of the condominium in addition to or other than the unit in which it is contained.

(iii) All incidental damage caused to a unit by such work shall be promptly repaired at the expense of the Association.

(b) By the Unit Owner. The responsibility of a unit owner shall be as follows;

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- (i) To maintain, repair and replace at his expense all private elements of his unit. Such shall be done without disturbing the rights of other unit owners.
- (ii) Not to repair, replace, paint or otherwise decorate or change the appearance of any portion of the exterior of the building, in any manner other than as such portion or portions of the exterior appeared as originally constructed and finished, without the prior written approval of the Board of Directors of the Association.
- (iii) To promptly report to the Association any defect or need for repairs, the responsibility for the remedying of which is that of the Association.

13.2 Common Elements.

(a) By the Association: The maintenance and operation of all common elements shall be the responsibility and the expense of the Association.

(b) Alteration and Improvement. After the completion of the improvements including the common elements which are shown on Exhibit C, there shall be no alteration nor further improvement of the common elements without prior approval in writing of seventy five percent (75%) of the votes of the unit owners; provided, however, that any alteration or improvement of the common elements bearing the approval in writing of unit owners entitled to case fifty one percent (51%) of the votes in the Association, and which does not prejudice the rights of any owners not consenting, may be done if the owners who do not approve are relieved from the construction and installation cost thereof. Where necessary, any alterations or improvements so made shall be reflected in an Amendment to this Declaration which may be executed by the President of the Association, notwithstanding the procedures for Amendment described in paragraph 26 of this Declaration.

14. ASSESSMENTS. The making and collecting of assessments against unit owners for common expenses shall be pursuant to the By-Laws and subject to the following provisions:

14.1 Share of Common Expenses. As set out in paragraph 9 above, each unit owner shall be liable for a proportionate share of the common expenses, and shall share in any common surplus, such share being the same as the percentage which is set out in paragraph 9.

14.2 Interest, Application of Payments. Assessments and installments thereof, paid on or before fifteen (15) days after the date when due shall not bear interest, but all sums not paid on or before fifteen (15) days after the date when due shall bear interest at the rate of eight percent (8%) per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due.

14.3 Liens for Assessments. The Association shall have a lien upon each unit for any unpaid charge or assessment duly made by the Association for a share of the common expenses or otherwise, together with interest thereon as set out in paragraph 14.2 above and reasonable attorney's fees incurred by the Association in enforcing such lien. Any such lien shall be effective upon recordation in the records of the Office of the Judge of Probate of Baldwin County, Alabama, of a claim of lien signed and verified by an officer or agent of the Association, stating the description of the unit, the name of the record owner, the amount due and the date when due. Such lien may

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be foreclosed by suit brought in the name of the Association in the same manner as a foreclosure of a mortgage on real property.

In any suit for the foreclosure of such lien, the Association shall be entitled to reasonable rental from the owner of the unit from the date of the commencement of such foreclosure proceedings and shall be entitled to the appointment of a receiver to collect same, without notice to the owner of such unit. The Association shall also have a lien for such advances for taxes and other payments which may be advanced or paid by the Association in order to preserve and protect its lien for assessments, and the Association shall further be entitled to interest at the rate of eight percent (8%) per annum on any such advances made for such purposes. The lien for such advances shall be effective upon recordation of a claim of lien and such lien may be foreclosed in a separate action or in any suit to foreclose the lien for unpaid assessments.

The lien granted to the Association shall be prior to all other liens, except only (i) tax liens on the unit; (ii) all sums unpaid on any mortgage of record, and (iii) any other lien recorded prior to the time of recording of the claim of the Association's lien. Where the holder of a first lien or other purchaser of a unit obtains title to the unit as a result of foreclosure of a first lien, such acquirer of title, his successors and assigns, shall not be liable for payment of the share of common expenses or other assessments by the Association pertaining to such unit or chargeable to the former unit owner which became due prior to the acquisition of title to such unit as a result of foreclosure. Such unpaid share of common expenses or other assessments shall be deemed to be common expenses collectible from all of the remaining unit owners excluding such acquirer, his successors and assigns.

14.4 No Exemption from Assessment. No owner of a unit may exempt himself from liability for contribution toward the common expenses by waiver of the use or enjoyment of any of the common elements or by the abandonment of his unit.

15. ASSOCIATION. The operation and administration of the condominium shall be by an association, pursuant to the provisions of the Condominium Ownership Act of Alabama, which shall be incorporated as a non-profit corporation, and which shall be organized and shall fulfill its function pursuant to the following provisions:

15.1 Name. The name of the Association shall be POINT CLEAR LANDING ASSOCIATION, INC.

15.2 Powers. The powers and duties of the Association shall include those set forth in the Condominium Ownership Act of Alabama, those set forth in this Declaration and the By-Laws of the Association, those set forth in the corporate laws of Alabama, and shall also include the power to purchase a unit of the condominium.

15.3 Members and Voting.

(a) Qualification. The members of the Association shall consist of all of the unit owners.

(b) Change of Membership. Change of membership in the Association shall be established by the recording in the public records of Baldwin County, Alabama, of a deed or other instrument establishing a record title to a unit in the condominium, and the delivery to the Association of a certified copy of such instrument, the owner designated by such instrument thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated.

(c) Voting Rights. Each unit shall have a vote equal to the undivided interest in the common elements attributable to the unit as

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is set out in paragraph 9. The vote for a unit shall be cast by the owner thereof, or in the case of a corporate owner, by an officer or employee thereof. It is expressly understood that a lessee shall have no vote and shall not be entitled to cast the vote of the owner of the leased unit. Owners of more than one (1) unit shall be entitled to one (1) vote for each unit owned. However, should the Association be a unit owner, it shall not have the voting right for that unit.

(d) Designation of Voting Representative. In the event a unit is owned by one (1) person, his right to vote shall be established by the record title to his unit. If a unit is owned by more than one (1) person, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit and filed with the Secretary of the Association. If a unit is owned by a corporation, partnership or limited partnership, the officer, employee, or individual entitled to cast the vote for the unit shall be designated by a certificate of appointment signed by the president or vice-president and attested by the secretary or assistant secretary of the corporation (in the case of a corporation) or by the general partners (in the case of a partnership or limited partnership), which certificate shall be filed with the Secretary of the Association. If such a certificate is not on file with the Secretary of the Association for a unit owned by more than one (1) person or by a corporation, partnership or limited partnership, the membership or vote of the unit concerned shall not be considered in determining the requirement for a quorum nor for any purpose requiring the approval of the person entitled to cast the vote for the unit. Such certificate shall be valid until revoked or until a change in the ownership of the unit concerned is effected. A certificate designating the person entitled to cast the vote of a unit may be revoked by the unit owner.

(e) Approval or Disapproval by Unit Owners. Whenever the approval or disapproval of a unit owner is required upon any matter, whether or not the subject of an Association meeting, such approval or disapproval shall be expressed by the same person who would cast the vote of such owner if in the Association meeting, unless the joinder of all record owners is specifically required by this Declaration.

(f) Restraint upon Assignment of Shares in Assets. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit.

15.4 Board of Directors. The affairs of the Association shall be conducted by a board of not less than three (3) nor more than nine (9) Directors, who shall be designated in the manner provided by the By-Laws.

15.5 Indemnification of Officers and Directors. All officers and directors shall be indemnified by the Association against all expenses and liabilities including counsel fees (including appellate proceedings) reasonably incurred in connection with any proceeding or settlement thereof in which they may become involved by reason of holding such office, except in such cases wherein the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties.

15.6 Limitation of Liability. Notwithstanding the liability of the Association to maintain and repair parts of the condominium property, the Association shall not be liable for injury or damage caused by a latent condition of the property to be maintained and repaired by the Association nor for injury or damage caused by the elements or other owners or persons.

15.7 By-Laws. A copy of the By-Laws adopted by the Association are attached hereto as Exhibit D.

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15.8 Agent to Receive Process. The name and post office address of the person to receive service of process for the Association shall be Gerald A. Drennen, Suite 339, 1608 13th Avenue South, Birmingham, Alabama 35205

16. INSURANCE. Insurance (other than title insurance) which shall be carried upon the condominium property and the property of the unit owners, shall be governed by the following provisions:

16.1 Authority to Purchase. All insurance policies upon the condominium property shall be purchased by the Association in the name of the Association as Trustee for each of the unit owners in the percentages of ownership set forth in this Declaration, and their mortgages as their interests may appear, and provision shall be made for the issuance of certificates of mortgage endorsements to the mortgagees of unit owners. Such policies shall be deposited with the Association. Unit owners may obtain additional insurance coverage at their own expense upon their own personal property, and for such other coverage, including personal liability, as they may desire.

16.2 Types of Coverage.

(a) Casualty. All buildings and improvements upon the land and all personal property comprising the condominium property shall be insured with a single insurance agent if possible in an amount sufficient to avoid application of a co-insurance clause, but no more than the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors. Such coverage shall afford protection against: (i) loss or damage by fire and other hazards covered by a standard extended coverage endorsement; (ii) such other risks as from time to time shall be customarily covered with respect to building similar in construction, location and use as the buildings on the land, including, but not limited to vandalism, malicious mischief and windstorm; and (iii) flood insurance, if such insurance is available within reasonable price limitation as determined by the Board of Directors of the Association in its sole discretion.

(b) Public Liability. Public liability insurance in such amount and in such form as shall be required by the Board of Directors of the Association to protect the Association and the owners of all units. Such policy shall contain a "Severability of Interest" endorsement which shall preclude the insurer from denying the claim of a condominium unit owner because of negligent acts of the Association or other unit owners.

(c) Workmen's Compensation. Workmen's compensation insurance to meet the requirements of law.

(d) Other. Such other insurance coverage, other than title insurance, as the Association, in its sole discretion, may determine from time to time to be in the best interests of the Association and the owners of all of the units, or as institutional type lenders may reasonably require so long as it is the owner of a mortgage on any unit.

16.3 Particular Endorsements and Provisions.

(a) All liability insurance maintained by the Association shall contain cross liability endorsements to cover liability of all owners of units as a group to each unit owner.

(b) All policies shall provide that the liability of the insurer thereunder shall not be affected by, and that the insurer shall not claim any right of set-off, counterclaim, apportionment, proration, or contribution by reason of any other insurance obtained by or for any apartment owner.

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(c) No policy shall contain a provision relieving the insurer from liability for a loss occurring while the hazard to such building is increased, whether or not within the knowledge or control of the Association, or because of any breach of warranty or condition or any other act or neglect by the Association or any unit owner or any other persons under either of them.

(d) All policies shall provide that such policy may not be cancelled (whether or not requested by the Association) except by the insurer giving at least thirty (30) days' prior written notice thereof to the Association, the fee owner, and every other person in interest who shall have requested such notice of the insurer.

(e) All policies shall contain a waiver by the insurer of any right of subrogation to any right of the Association, or either against the owner or lessee of any unit.

(f) All policies shall contain a standard mortgage clause which shall (i) provide that any reference to a mortgagee in such a policy shall mean and include all holders of mortgages of any unit, whether or not named therein; and (ii) provide that such insurance as to the interest of any mortgage shall not be invalidated by any act or neglect of the Association or unit owners of any persons under any of them; and (iii) waive any provision invalidating such mortgagee clause by reason of the failure of the mortgagee to notify the insurer of any hazardous use or vacancy, any requirement that the mortgagee pay any premium thereon, and any contribution clause.

16.4 Insurance Cost A Common Expense: All insurance coverage authorized to be purchased shall be purchased by the Association for itself and for the benefit of all of the owners of all units. The cost of obtaining the insurance coverage authorized above is declared to be a common expense, as are any other fees and expenses incurred which may be necessary or incidental to carrying out the provisions hereof.

16.5 Insurance Trustee; Shares of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgagees as their interest may appear, and shall provide that all proceeds covering casualty losses shall be paid to the Association, as Trustee for each of the unit owners and their mortgagees in the percentages established by the Declaration, which said Association, for the purposes of these provisions, is hereinafter sometimes referred to as the Insurance Trustee. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere herein stated and for the benefit of the unit owners and their mortgagees, as follows:

(a) Common Elements. Proceeds on account of damage to common elements - an undivided share for each unit owner, such share being the same as his percentage of undivided interest in the common elements.

(b) Units. Proceeds on account of damage to units shall be held for the owners of damaged units in proportion to the costs of repairing the damage suffered by each unit owner, which cost shall be determined by the Association.

(c) Mortgages. In the event a mortgagee endorsement has been issued to a unit, the share of the unit shall be held in trust for the mortgagee and the unit owner as their interests may appear.

16.6 Distribution of Proceeds. If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be used to defray the cost thereof as elsewhere herein provided. Any proceeds remaining after defraying such cost shall be distributed to the beneficial owner.

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16.7 Association as Agent. The Association is hereby declared to be and appointed as authorized agent for all the owners of all units for the purpose of negotiating and agreeing to a settlement as to the value and extent of any loss which may be covered under any policy of insurance owned by the Association and for the purpose of instituting suit on a policy, and is granted full right and authority to execute a release of liability arising out of any occurrence covered by any policy or policies of insurance resulting in loss of or damage to insured property.

16.8 Payment to Mortgagee. Where any insurance proceeds are paid to the Insurance Trustee for any casualty loss, the holder or holders of any mortgage or mortgagees encumbering a unit shall not have the right to determine or participate in the determination of repair or replacement of any loss or damage, and shall not have the right to elect to apply insurance proceeds to the reduction of any mortgage or mortgages, unless such insurance proceeds represent a distribution to the owner or owners of any unit or units, and their respective mortgagees, after such insurance proceeds have been first applied to repair, replacement or reconstruction of any loss or damage, or unless such casualty insurance proceeds are authorized to be distributed to the owner or owners of any unit or units, and their respective mortgagee or mortgagees by reason of loss of or damage to personal property constituting a part of the common elements and as to which a determination is made not to repair, replace or restore such personal property.

16.9 Payment of Insurance Proceeds - Personal Property. In the event of the loss of or damage to personal property constituting a portion of the common elements, and should the Board of Directors of the Association determine not to replace such personal property as may be lost or damaged, then the insurance proceeds shall be paid to all of the owners of all units and their respective mortgagee or mortgagees, as their interests may appear, in the manner and in the proportions hereinabove provided for the distribution of excess insurance proceeds.

17. RECONSTRUCTION OR REPAIR AFTER CASUALTY. In the event of the damage or destruction of all or part of the condominium property, then, unless it be determined by a vote of one hundred percent (100%) of the owners and one hundred percent (100%) of all record holders of liens on the units not to repair or reconstruct such damaged or destroyed property, the following provisions shall apply:

17.1 Reconstruction or Repair. If any part of the condominium is a common area or facility, the damaged property shall be reconstructed, replaced or repaired.

(a) Common Areas and Facilities. If the damaged improvement is a common area or facility, the damaged property shall be reconstructed, replaced or repaired.

(b) Building.

(i) Partial Destruction. If the damaged improvement is part of a building, the damaged property shall be reconstructed or repaired.

(ii) Total Destruction. If a building is so damaged that the same is untenable, the building shall be reconstructed.

(iii) Plans and Specifications. Any such reconstruction or repair must be substantially in accordance with the plans and specifications for original buildings, or as the building was last constructed or remodeled, or according to

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plans approved by the Board of Directors of the Association, which approval shall not be unreasonably withheld.

17.2 Responsibility. If the damage is only to those parts of a unit for which the responsibility of maintenance and repair is that of a unit owner, then the unit owner shall be responsible for the reconstruction and repair after casualty. If all other instances, as in the case of damage to both private and common elements, the responsibility for reconstruction and repair after casualty shall be that of the Association.

17.3 Estimates of Cost. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost of rebuilding or repair so as to place the damaged property in condition as good as that before the casualty.

17.4 Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, assessments shall be made against the unit owners who own the damaged property, and against all unit owners in the case of damage to common areas and facilities, in sufficient amounts to provide funds to pay the estimated costs. If at any time during reconstruction and repair or upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, assessments shall be made against the unit owners who own the damaged property, and against all unit owners in the case of damaged to common areas and facilities, in sufficient amount to provide funds for the payment of such costs. Such assessment against unit owners for reconstruction and/or repair of damages to private elements of the units shall be in proportion to the cost of reconstruction and repair of their respective units. Such assessments for reconstruction and/or repair of damage to common areas and facilities shall be in proportion to the owner's share in the common elements and facilities.

17.5 Construction Funds. The funds for payment of costs of reconstruction and repair after casualty for which the Association is responsible, which funds shall consist of proceeds of insurance and funds collected by the Association from assessment against unit owners, shall be disbursed in payment of such costs in the following manner:

(a) Association. The proceeds of insurance collected on account of casualty, and the sums deposited with the Association from collection of assessments against the unit owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner.

- (i) Unit Owners. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the unit owner shall be paid by the Insurance Trustee to the unit owner, or if there is a mortgagee endorsement, then to the unit owner and the mortgagee jointly.
- (ii) Association-Lesser Damage. If the amount of which the estimated costs of reconstruction and repair which is the responsibility of the Association is less than the total of the annual assessments for recurring common expenses to be made during the year in which the casualty occurs, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors of the Association; provided, however,

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that upon request to the Insurance Trustee by a mortgagee which is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

- (iii) Association-Major Damage. If the amount of estimated costs of reconstruction and repair which is the responsibility of the Association is more than the total of the annual assessments for recurring common expenses to be made during the year in which the casualty occurs, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Alabama and employed by the Association to supervise the work.
- (iv) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds; and if there is a balance in the construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere herein provided.

17.6 Decision Not to Reconstruct: All cases of partial destruction shall be repaired or reconstructed and all total destruction shall be repaired or reconstructed unless, as provided for in paragraph 17, the decision is made not to repair or reconstruct.

- (a) Procedure. In the event that it is determined by the Association in the manner prescribed above that the damage or destruction shall not be repaired or reconstructed, then in that event (i) any unit owner may petition a court of equity for a removal of the condominium property from the provisions of the Act, and upon removal of the condominium property from the provisions of said Act, the property shall be deemed to be owned in common by those who were unit owners at the time of such removal, (ii) the undivided share in the property owned in common by each unit owner with respect to the previous common elements and with respect to the private elements shall be the undivided interest previously owned by such unit owner in the previous common elements, (iii) any liens affecting any of the units shall be deemed to be transferred in accordance with the existing priorities to the percentage of undivided interest of the unit owner in the previous condominium property, and (iv) the previous condominium property shall be subject to an action for partition and sale at the instance of any unit owner, in which event the net proceeds of sale shall be paid to a court appointed Trustee. Said net proceeds of sale, together with the net proceeds of the insurance on the previous condominium property shall be considered as one fund which, after paying all expenses of the Trustee, shall be divided among all of the unit owners in the fraction equal to the fractional undivided interest owned by each unit owner in the previous condominium property, after first paying out of the respective share of each unit owner, to the extent available, all liens of record as to each former unit, including mortgage liens (according to their existing priorities), on

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the undivided interest in the previous condominium property owned by each unit owner.

18. RESTRICTIONS UPON USE.

18.1 In General. No owner, tenant or other occupant of a condominium unit shall:

(a) Use the unit for other than single family residence purpose;

(b) paint or otherwise change the appearance of any exterior wall, door, window, terrace, balcony or any exterior surface; enclose any terrace or balcony other than with screen, glass or other transparent weather proofing material; erect exterior lights or signs; place any signs in windows; erect or attach any structures or fixtures with the common elements; nor make any structural additions or alterations (except the erection or removal of non-support carrying interior partitions wholly within the unit) to any unit or to the common elements without the prior written consent of the Association Board of Directors. An owner may fasten light fixtures, shelving, pictures, mirrors, objects d'art, curtain rods and similar household items to the walls of a unit provided they may be removed without substantial damage to the wall structures;

(c) permit loud and objectionable noises or obnoxious odors to emanate from the unit, from the boats or from vehicles which may case a nuisance to the occupants of other units;

(d) make any use of a unit which violtes any laws, ordinances or regulations of any governmental body or governmental agent;

(e) fail to conform to and abide by the By-Laws and the uniform rules and regulations in regard to the use of the units and the common elements which may be adopted from time to time by the Board of Directors of the Association. The Board of Directors or its designated agent shall have the right to enter any condominium unit at any reasonable time to determine compliance with the Condominium Ownership Act, this Declaration, or the By-Laws and rules and regulations of the Association.

(f) erect, construct or maintain any wire, radio, television or other type antennas, garbage or refuse receptacles, or other equipment or structures on the exterior of the building or on or in any of the common elements except with the written consent of the Association Board of Directors.

(g) permit or suffer anything to be done or kept in his condominium unit or in the common elements which will increase insurance rates on any unit or on the common elements.

(h) obstruct the common way of ingress or egress to the other units or the common elements;

(i) allow any objects or structures to be placed upon the walkway that borders the yacht basin other than apporoved storage chests in approved locations, which approval must be by the Board of Directors of the Association.

(j) place or allow anything to remain in or on the common areas of travel which would be unsightly or hazardous;

(k) allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles provided therefor; and each unit and the common elements shall at all times be kept in a clean and sanitary condition. Garbage shall be disposed of through kitchen garbage disposal so far as possible nad the remainder, along with

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bottles, cans and other trash shall be placed in waterproof bags or similar containers before being placed in the appropriate receptacles;

(l) fire or health hazard to exist;

(m) make use of the common elements in such a manner as to abridge the equal rights of the other unit owners to their use and enjoyment.

18.2 Dock Area and Yacht Basin. No owner, tenant or other occupant of a condominium unit or the guest of any such owner, tenant or other occupant shall:

(a) occupy or live on a boat or yacht located in the yacht basin for a period in excess of seventy-two (72) hours during any seven (7) day period without the written approval of the Board of Directors of the Association;

(b) throw or dump any debris, rubbish, sewage, garbage or similar article into the yacht basin;

(c) discharge or allow to be discharged any fuel or other petroleum product into the yacht basin;

(d) fuel any boat or yacht in the yacht basin;

(e) allow a sunken or submerged boat or yacht owned by him, in whole or in part, or under his control, to remain in such condition for a period in excess of ten (10) days; failure to so remove within said period shall authorize the Association to so remove and the cost thereof shall be assessed against the responsible unit and the Association shall have a lien against the unit for the reasonable costs incurred in so removing;

(f) operate any boat or yacht in a reckless or unsafe manner or at a speed that creates a wake within the yacht basin;

(g) swim or allow others to swim in the yacht basin.

19. RULES AND REGULATIONS. Reasonable rules and regulations concerning the use of the condominium property may be made by the Developer and amended from time to time by the Board of Directors of the Association; provided, however, that all such amendments thereto shall be approved by not less than a majority of the votes of the Association before such shall become effective. Members not present at meetings considering such regulations or amendments thereto may express their approval or disapproval in writing. Copies of such regulations or amendments thereto shall be furnished by the Association to all unit owners and residents of the condominium upon request.

20. NOTICE OF LIEN OR SUIT.

20.1 Notice of Lien. A unit owner shall give notice to the Association of every lien upon his unit other than for permitted mortgages, taxes and special assessments, within five (5) days after the owner's receipt of notice thereof.

20.2 Notice of Suit. A unit owner shall give notice to the Association of every suit or other proceeding which may affect the title to his unit, such notice to be given within five (5) days after the unit owner receives knowledge thereof.

20.3 Non-Compliance. Failure to comply with this subsection concerning liens will not affect the validity of any judicial sale.

21. COMPLIANCE AND DEFAULT. Each unit owner shall be governed by and shall comply with the terms of the condominium documents and regulations adopted pursuant thereto as they may be

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amended from time to time. A default shall entitle the Association or other unit owners to the following relief in addition to the remedies provided by the said Condominium Ownership Act, viz.:

21.1 Negligence. A unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, negligence or carelessness or by that of any member of his family or of his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a unit or its appurtenances.

21.2 Costs and Attorneys' Fees. In any proceeding arising because of an alleged default by a unit owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court.

21.3 No Waiver of Rights. The failure of the Association or of any unit owner to enforce any covenants, restrictions or other provisions of the said Condominium Ownership Act, this Declaration, the By-Laws, or the Rules and Regulations shall not constitute a waiver of the right to do so thereafter.

22. RIGHTS OF DEVELOPER. Notwithstanding any other provisions herein contained, the Developer shall have the rights set forth in the following subparagraphs.

22.1 Right to Manage, Etc. In view of Developer's financial commitment to the condominium, Developer's obligations as the initial owner of the units to share in the common expenses as such unit owner and Developer's need to insure the success of the project, Developer hereby reserves unto itself, its successors and assigns, the right to manage all of the affairs of the condominium and all decisions of the Association, the exclusive right to elect the directors of the Association (who need not be unit owners) and the right to amend the By-Laws of the Association until the expiration of six months from the date of recording of this Declaration, or at such earlier time as may be provided by law, whichever shall first occur, or until the Developer elects to terminate its control of the condominium, whichever shall first occur. Developer may terminate its management rights and responsibilities by relinquishing control of the Association in writing to the unit owners at any time prior to the expiration of said six month period. During said period, the Developer shall have the sole and exclusive right to take all actions and do all things in behalf of the Association. During said period, Developer shall pay all the common expenses and as reimbursement therefor and as compensation for its management services, Developer shall be entitled to receive and retain all of the assessments payable by the unit owners during said period, and Developer shall have all of the rights of the Association to levy and enforce the payment of assessments, provided, however, that Developer shall be responsible for all maintenance expenses on property chargeable to unsold units. During said period, Developer shall not be required to assess or create any reserves and at the termination of said period and the assumption of the operation of the Association by the members, Developer shall not be required to render an accounting of income and expenses incurred during said period.

22.2 Other Rights. Until all units within the condominium are sold or the option to include the Phase II Property within the condominium expires, Developer, its agents, servants and employees, shall have the right to maintain one or more model units to be used for display to prospective purchasers to show the entire condominium to prospective purchasers and may exhibit such signs and sales paraphernalia as may be desirable to effect sales.

22.3 Right to Assign Mortgage. Any mortgage of any form taken by Developer in connection with the sale of a unit may be

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assigned by Developer at any time to any bank or other financial institution of its choosing. Any such mortgage shall contain a provision recognizing this right of assignment.

22.4 Developer's Obligation to Pay Certain Assessments. None of the provisions contained in this paragraph 22 shall be construed so as to relieve the Developer from any obligation of a unit owner to pay assessments as to each unit owned by it, in accordance with the condominium documents.

23. COVENANT AGAINST PARTITION. There shall be no judicial or other partition of the project or of any part thereof, nor shall Developer or any person acquiring any interest in the project or any part thereof seek any such partition unless the property has been removed from the provision of the said Condominium Ownership Act as provided in said Act or in this Declaration.

24. EASEMENTS AND ENCROACHMENTS. Each unit owner shall have a non-exclusive perpetual easement for ingress or egress to and from his respective unit, his exclusive slip area and his semi-exclusive wharf or dock areas, through the common elements, and a perpetual easement for encroachments which may not exist or in the future by inaccuracies in construction or settlement or movement of buildings, which encroachments shall be allowed to remain undisturbed until they are removed until they no longer exist. In the event any building, the private elements of any unit, any adjoining unit, or any adjoining common element, shall be partially or totally destroyed as a result of fire, or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, encroachments of parts of the common elements upon any unit or of any unit upon any other unit or upon any portion of the common elements, due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as such building or unit shall stand.

25. BLANKET MORTGAGE. It is hereby expressly provided that the entire condominium property, or any one or all of Phases I or II, or some or all of the units in the condominium, may be placed under a single or blanket mortgage upon execution by the owners of the property or the units covered therein. Any such mortgage shall contain release provisions by which any unit owner may obtain a release of his unit from the lien of such mortgage and a satisfaction and discharge in recordable form upon payment to the holder of the mortgage of a sum equal to the proportionate share attributable to his unit of the then outstanding balance of unpaid principal and accrued interest and any other charges then due and unpaid. Such proportionate share attributable to each unit shall be the proportion in which all unit owners whose units are then subject to the lien of the mortgage own among themselves the common elements as provided in this Declaration,

26. AMENDMENT.

26.1 Amendment - By Developer: Amendments to this Declaration for the purpose of correcting errors or conforming the documents to the requirements of the Act, or exercising the right to add to the Phase II Property, or insuring conformity of the private and common elements, as built, to the Declaration, the Plans and the By-Laws shall be made by the Developer as and when necessary and in accordance with this Declaration. Such an amendment shall recite it is made pursuant to this paragraph and shall be certified by Developer as having been duly approved and shall be effective when recorded properly. The right to add the Phase II Property or any part thereof shall be exercised by the Developer in its sole discretion and controlled by paragraph 5.2 et seq..

26.2 Amendment - Other: Amendments to this Declaration, other than those provided for in paragraph 26.1 above, which are

MSC. ASSESSMENT 1871

authorized by this Declaration and the Act, shall be proposed and adopted in the following manner:

(a) Notice of the subject matter of the proposed amendment shall be included in the notice of the meeting of the Association at which such proposed amendment is to be considered.

(b) A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the membership of the Association, and after being proposed and approved by one of such bodies, it must be approved by the other. Directors and members not present at the meeting considering the amendment may express their approval in writing. Such approvals must be by not less than a majority of Directors, and unless otherwise specified in this Declaration or the Act, by at least three-fourths (3/4) of the total vote of the Association; provided, however, that in the event the proposed amendment should change a Unit or affects the rights of a particular unit owner, such amendment shall also require the written consent thereto of the owner of record of such unit and the holder of any lien thereon.

(c) A copy of each amendment provided for in this paragraph shall be certified by the Board of Directors of the Association as having been duly adopted and shall be effective when recorded in the public records of Jefferson County, Alabama.

26.3 Consent. Each unit owner shall be deemed by his acceptance to a deed to a unit to have consented to the powers of amendment herein reserved by Developer and to any amendments previously or hereafter executed by Developer pursuant thereto. Each unit owner shall further be deemed by his acceptance of a deed to a unit to have appointed Developer his attorney-in-fact to give, execute and record the consent of the unit owner to any and all amendments to this Declaration which owner may wish to exercise pursuant to the powers herein reserved.

27. TERMINATION.

27.1 Termination. The condominium may be terminated and the condominium property removed from the provisions of the Act in the following manner:

(a) Agreement: All of the unit owners may remove the condominium from the provisions of the Act by an instrument to that effect, duly recorded, provided that the holder of all liens affecting any of the units consent thereto or agree, in either case by instruments duly recorded, that their liens be satisfied or transferred so as to effect and be a lien upon only the fraction of undivided interest in the property of the unit owner whose unit had been subject to such lien.

(b) Destruction: In the event it is determined in the manner provided in paragraph 17, that the property shall not be repaired or reconstructed after casualty, the condominium will be terminated and the condominium documents revoked. The determination not to repair or reconstruct after casualty shall be evidenced by a certificate of the Association certifying as to facts effecting the termination, the consent of all unit owners and their mortgages, which certificate shall become effective upon being recorded.

(c) Ownership After Termination: After termination of the Condominium, the rights of the unit owners and their

respective mortgagees and lienholders shall be determined in the manner provided in paragraph 17.6

(d) Developer: Developer shall be entitled to revoke this Declaration at any time prior to its conveyance of a unit of the condominium.

28. CONDEMNATION.

28.1 In General. In the event of condemnation of all or a portion of the property, the disposition of proceeds of the award shall be governed by the following provisions:

28.2 Entire Property: In the event of condemnation of the entire property, the Association shall be entitled to receive the proceeds of the award which shall be distributed by the Association to the unit owners and their mortgagees, as their interests may appear, in proportion to their then undivided interests in the common elements.

28.3 Partial Taking: In the event of condemnation of a portion of the property, the Association shall be entitled to receive the proceeds of the award which shall be distributed in accordance with the findings of a panel of three (3) arbitrators to be selected by the Board which shall proceed in accordance with the then existing rules of the American Arbitration Association to determine the portion of the award due to be distributed to each of the several unit owners and their mortgagees, as their interest may appear, by virtue of the unit owner's interest solely in the units or portions thereof taken and the portion of the award allocable to the common elements taken by condemnation. The portion of the award allocable to the common elements shall be retained by the Association which shall treat the same as insurance proceeds and proceed pursuant to paragraph 17 *et seq.* to reconstruct and restore the affected portion of the property if the Board determines that such is feasible. The panel or arbitrators shall also determine the percentage of undivided interest of the remaining unit owners in the common elements following the condemnation and each unit owner shall be deemed to have consented to the amendment of this Declaration in accordance with such findings and the continuation of the condominium regime with respect to the Property remaining following condemnation. If it is determined not to be feasible to restore the property, the portion of the award allocable to the common elements shall be distributed to the unit owners and their mortgagees, as their interests may appear, in proportion to their undivided interests therein. The expense of the arbitration shall be paid by the Association, and shall constitute a common expense.

29. MORTGAGES.

29.1 Notice to Mortgagees of Default by Unit Owner. In the event of any default in the performance by a unit owner of any of his duties or obligations under this Declaration, the By-Laws, or the Rules and Regulations of the Association, the Association shall, if such default is not cured within sixty (60) days, upon request by the holder of a mortgage constituting a first lien on the unit of such defaulting owner, give written notice of such default to such mortgage holder; provided, however, that if the default is a failure to pay any charges or assessments to the Association, such notice shall be given if such default is not cured within fifteen (15) days; and provided further, however, that the Association shall have no obligation to give any notices to, or to take any other actions required by this Declaration with respect to any mortgages other than those from whom the Association has received a copy of the mortgage or written notice which sets out the unit number of the mortgaged unit, the name of the mortgagor, the names and addresses of the mortgagee and the date of the mortgage. The Secretary of the Association shall keep a list of mortgagees which shall contain the information set out above.

MSC 57-1673

29.2 Inspection of Association's Book and Records. Any holder of a mortgage constituting a first lien on a unit shall, upon reasonable notice delivered to the Association and at reasonable time or times, be entitled to examine the books and records of the Association.

29.3 General Protection of Mortgage Holders. Unless all the owners and all of the first mortgage liens on any unit or units (based upon one vote for each first mortgage so held) have given their prior written approval, the Association shall not be entitled to:

(a) by act or omission, seek to abandon or terminate the condominium regime;

(b) change the pro rata interest or obligations of any individual unit for (i) the purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each unit in the common elements, except to the extent necessary to allow the addition of new phases in accordance with the Declaration;

(c) partition or subdivide any condominium unit;

(d) by act or omission, seek to abandon, partition, subdivide, encumber, sell, or transfer the common elements, except to the extent necessary to allow the addition of new phases in accordance with the Declaration. The granting of easement for public utilities or for other public purposes consistent with the intended use of the common elements by the condominium project shall not be deemed a transfer within the meaning of this clause;

(e) use hazard insurance proceeds for losses to any condominium property (whether to units or to common elements) for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in case of substantial loss to the units and/or common elements of the condominium project.

30. PROPORTIONATE CHANGES IN COMMON EXPENSES AND COMMON SURPLUS. In the event any one (1) or more of the units are not rebuilt by reason of the loss thereof as a result of destruction, condemnation or otherwise, and the number of units is thereby reduced, then the proportionate share of the common expenses and of the common surplus of each unit shall be increased by adding to each remaining unit their proportionate percentages of ownership in the unit so eliminated.

31. ACCEPTANCE OF TERMS: The Association, by its execution of this Declaration, approves the foregoing and all of the covenants, terms and conditions, duties and obligations of this Declaration and Exhibits attached hereto.

32. PETS: The Association shall have the right to establish in its Rules and Regulations the terms and conditions upon which pets may be kept or maintained by unit owners in their units or on the common elements. All such regulations shall provide that any dog owned by a unit owner shall be kept on a leash when outside the unit.

33. SEVERABILITY. If any provisions of this Declaration, the Articles of Incorporation, or the By-Laws or any section, sentence, clause, phrase or word thereon, or the application thereof in any circumstances, is held invalid, the validity of the remainder of all other provisions hereof shall not be affected thereby.

REC. 55-1674

IN WITNESS WHEREOF, POINT CLEAR LANDING, INC., by its duly authorized President, has executed this instrument on the day, month and year first hereinabove written.

ATTEST:

Gerald A. Drennen
Its President

POINT CLEAR LANDING, INC.,
an Alabama Corporation

By: [Signature]
Its President

APPROVAL PURSUANT TO PARAGRAPH 31.

ATTEST:

Gerald A. Drennen
Its Secretary

POINT CLEAR LANDING ASSOCIATION,
INC., a not-for-profit corporation

By: [Signature]
Its President

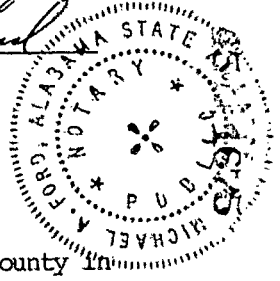
STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that Gerald A. Drennen, whose name as President of Point Clear Landing, Inc. is signed to the foregoing Declaration of Condominium, and who is known to me, acknowledged before me, on this date, that being duly informed of the contents of said Declaration of Condominium that he, as such officer, and with full authority executed the same voluntarily on the date the same bears date for and as the act of said corporation.

Given under my hand and official seal of office this 27th day of July, 1983.

(SEAL)

[Signature]
NOTARY PUBLIC
My Commission Expires
8-30-85



STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Gerald A. Drennen, whose name as President of Point Clear Landing Association, Inc., a not-for-profit corporation, is signed to the foregoing Declaration of Condominium, and who is known to me, acknowledged before me on this date that, being informed of the contents thereof, he as such official and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal of office this 27th day of July, 1983.

[Seal]

[Signature]
Notary Public
My Commission Expires:
8-30-85

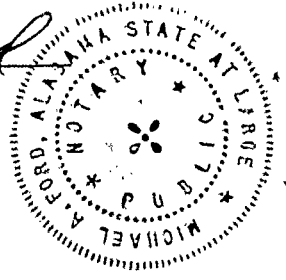


EXHIBIT "A"

BEGINNING AT AN IRON PIPE ON THE WEST RIGHT-OF-WAY OF U.S. HIGHWAY NO. 98 WHERE IT INTERSECTS THE SOUTHEAST CORNER OF LOT 2 OF THE NORTH POINT CLEAR SUBDIVISION AS RECORDED IN MAP BOOK 1, PAGE 149, OF THE BALDWIN COUNTY PROBATE RECORDS; THENCE RUN NORTHWESTWARDLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1511.17 FEET, AN ARC DISTANCE OF 68.85 FEET ALONG SAID WEST RIGHT-OF-WAY TO AN IRON PIPE; THENCE RUN N65°57'39" E, 257.36 FEET TO A RAILROAD SPIKE; THENCE RUN NORTHEASTWARDLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1469.04 FEET, AN ARC DISTANCE 168.26 FEET TO AN IRON PIPE; THENCE RUN N71°38'49"W, 154.34 FEET; THENCE RUN S18°21'11"W, 16.19 FEET; THENCE RUN S23°14'18"E, 65.67 FEET; THENCE RUN S66°45'42"W, 205.83 FEET; THENCE RUN S81°55'10"W, 85.66 FEET; THENCE RUN S72°45'42"W, 70.67 FEET; THENCE RUN N17°14'18"W, 126.83 FEET; THENCE RUN S72°45'42"W, 126.83 FEET THENCE RUN N17°14'18"W, 65.67 FEET; THENCE RUN N72°45'42"E, 5.0 FEET; THENCE RUN N17°14'18"W, 15.0 FEET; THENCE RUN N72°45'42"E, 129.73 FEET; THENCE RUN S62°14'18"E, 64.73 FEET; THENCE RUN N27°45'42"E, 50 FEET; THENCE RUN S62°14'18"E, 40 FEET; THENCE RUN S27°45'42"W, 51.28 FEET; THENCE RUN S17°14'18"E, 103.92 FEET; THENCE RUN N72°45'42"E, 26.27 FEET; THENCE RUN N27°45'42"E, 53.46 FEET; THENCE RUN N66°45'42"E, 187.41 FEET; THENCE RUN N18°21'11"E, 18.26 FEET; THENCE RUN N71°38'49"W, 703 FEET, MORE OR LESS, TO THE EAST MARGIN OF MOBILE BAY; THENCE RUN SOUTHWARDLY ALONG SAID EAST MARGIN, 215 FEET, MORE OR LESS; THENCE RUN S58°31'13"E, 554 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

MISC. 55-407 167/6

EXHIBIT "A"



McCRORY & WILLIAMS
CONSULTING ENGINEERS & LAND SURVEYORS

(205) 476-4720
2477 COMMERCIAL PARK DRIVE
MOBILE, ALABAMA 36606

(205) 626-6926
P. O. BOX 236
DAPHNE, ALABAMA 36526

POINT CLEAR LANDING
LEGAL DESCRIPTIONS - PROPOSED PHASE II
JULY 7, 1983

SEGMENT FOR
BUILDING C

FROM AN IRON PIPE ON THE WEST RIGHT-OF-WAY OF U.S. HIGHWAY NO. 98 WHERE IT INTERSECTS THE SOUTHEAST CORNER OF LOT 2 OF THE NORTH POINT CLEAR SUBDIVISION AS RECORDED IN MAP BOOK 1, PAGE 149, OF THE BALDWIN COUNTY PROBATE RECORDS, RUN THENCE N58-31-13W, 279.13 FEET; THENCE RUN N31-28-47E, 84.69 FEET TO THE POINT OF BEGINNING; THENCE RUN N72-45-42E, 117.67 FEET; THENCE RUN S17-14-18E, 61.33 FEET; THENCE RUN S72-45-42W, 117.67 FEET; THENCE RUN N17-14-18W, 61.33 FEET TO THE POINT OF BEGINNING.

SEGMENT FOR
BUILDING D

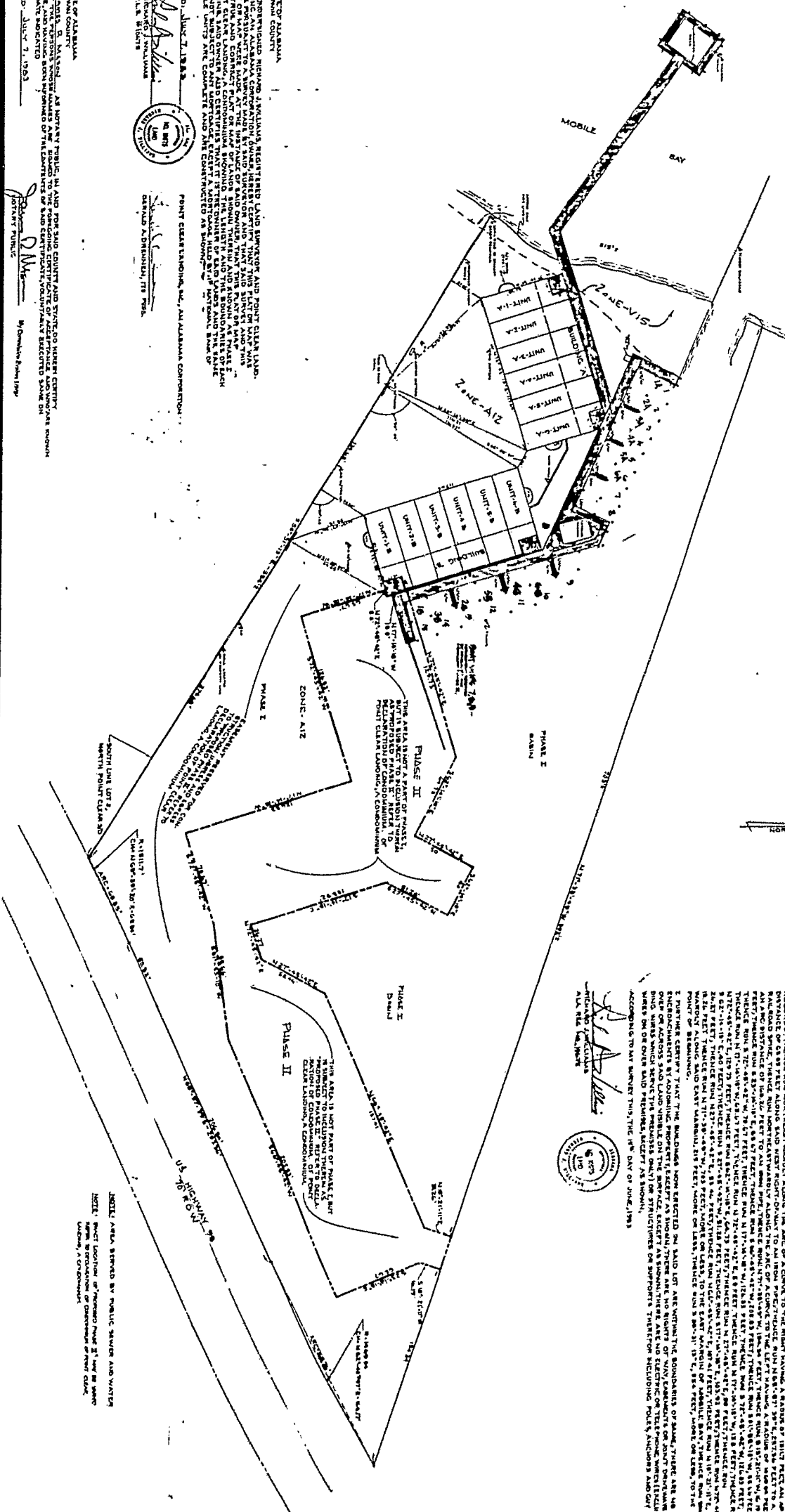
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SEGMENT FOR
BUILDING E

FROM AN IRON PIPE ON THE WEST RIGHT-OF-WAY OF U.S. HIGHWAY NO. 98 WHERE IT INTERSECTS THE SOUTHEAST CORNER OF LOT 2 OF THE NORTH POINT CLEAR SUBDIVISION AS RECORDED IN MAP BOOK 1, PAGE 149, OF THE BALDWIN COUNTY PROBATE RECORDS, RUN THENCE N58-31-13W, 279.13 FEET; THENCE RUN N31-28-47E, 84.69 FEET; THENCE RUN S72-45-42W, 5.0 FEET; THENCE RUN S17-14-18E, 65.67 FEET; THENCE RUN N72-45-42E, 126.83 FEET; THENCE RUN S17-14-18E, 126.83 FEET; THENCE RUN N72-45-42E, 70.67 FEET; THENCE RUN S81-55-10E, 85.66 FEET; THENCE RUN N66-45-42E, 5.16 FEET; THENCE RUN N23-14-18W, 5.0 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N23-14-18W, 61.33 FEET; THENCE RUN N66-45-42E, 195.67 FEET; THENCE RUN S23-14-18E, 61.33 FEET; THENCE RUN S66-45-42W, 195.67 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

MSC. 45-117 1677



STATE OF ALABAMA
 COUNTY OF BALDWIN
 I, THE UNDERSIGNED, RICHARD J. WILLIAMS, REGISTERED LAND SURVEYOR AND POINT CLEAR LAND, HAVE CAUSED TO BE MADE A SURVEY AND PLAN FOR THE CONSTRUCTION OF A CONDOMINIUM TO BE KNOWN AS THE POINT CLEAR LANDING CONDOMINIUM. THIS PLAN IS SUBJECT TO THE APPROVAL OF THE BALDWIN COUNTY BOARD OF HEALTH AND THE BALDWIN COUNTY BOARD OF PUBLIC SAFETY. THE BALDWIN COUNTY BOARD OF HEALTH HAS APPROVED THIS PLAN AND THE BALDWIN COUNTY BOARD OF PUBLIC SAFETY HAS APPROVED THIS PLAN. THE BALDWIN COUNTY BOARD OF HEALTH HAS APPROVED THIS PLAN AND THE BALDWIN COUNTY BOARD OF PUBLIC SAFETY HAS APPROVED THIS PLAN.

DATED: July 1, 1983
 RICHARD J. WILLIAMS
 REGISTERED LAND SURVEYOR
 BALDWIN COUNTY, ALABAMA

POINT CLEAR LANDING, INC., AN ALABAMA CORPORATION
 STANLEY ADAMS, JR., PRES.

STATE OF ALABAMA
 BALDWIN COUNTY
 I, THE UNDERSIGNED, RICHARD J. WILLIAMS, REGISTERED LAND SURVEYOR AND POINT CLEAR LAND, HAVE CAUSED TO BE MADE A SURVEY AND PLAN FOR THE CONSTRUCTION OF A CONDOMINIUM TO BE KNOWN AS THE POINT CLEAR LANDING CONDOMINIUM. THIS PLAN IS SUBJECT TO THE APPROVAL OF THE BALDWIN COUNTY BOARD OF HEALTH AND THE BALDWIN COUNTY BOARD OF PUBLIC SAFETY. THE BALDWIN COUNTY BOARD OF HEALTH HAS APPROVED THIS PLAN AND THE BALDWIN COUNTY BOARD OF PUBLIC SAFETY HAS APPROVED THIS PLAN.

DATED: July 1, 1983
 RICHARD J. WILLIAMS
 REGISTERED LAND SURVEYOR
 BALDWIN COUNTY, ALABAMA

STATE OF ALABAMA
 COUNTY OF BALDWIN
 I, THE UNDERSIGNED, RICHARD J. WILLIAMS, REGISTERED LAND SURVEYOR AND POINT CLEAR LAND, HAVE CAUSED TO BE MADE A SURVEY AND PLAN FOR THE CONSTRUCTION OF A CONDOMINIUM TO BE KNOWN AS THE POINT CLEAR LANDING CONDOMINIUM. THIS PLAN IS SUBJECT TO THE APPROVAL OF THE BALDWIN COUNTY BOARD OF HEALTH AND THE BALDWIN COUNTY BOARD OF PUBLIC SAFETY. THE BALDWIN COUNTY BOARD OF HEALTH HAS APPROVED THIS PLAN AND THE BALDWIN COUNTY BOARD OF PUBLIC SAFETY HAS APPROVED THIS PLAN.

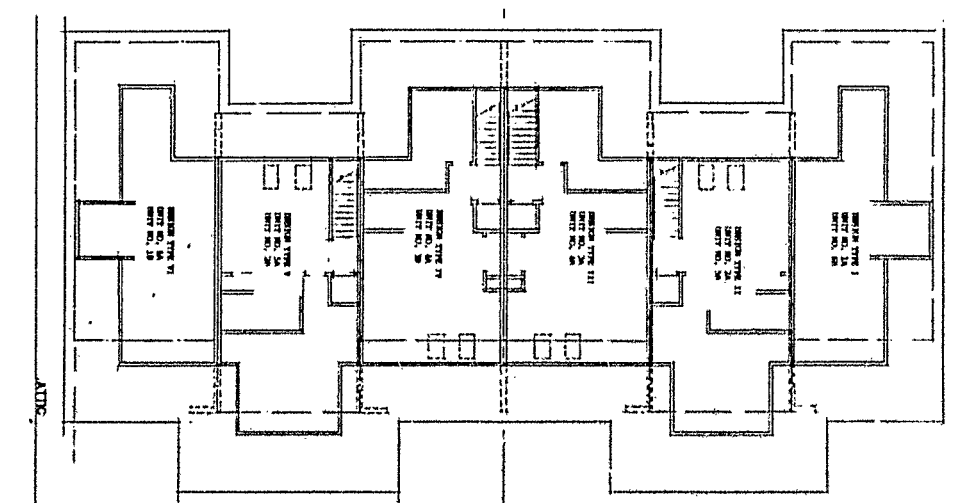
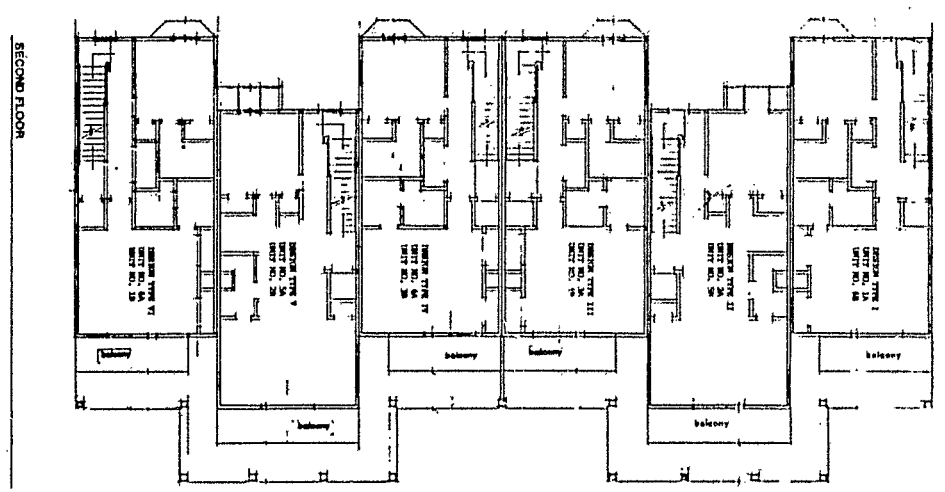
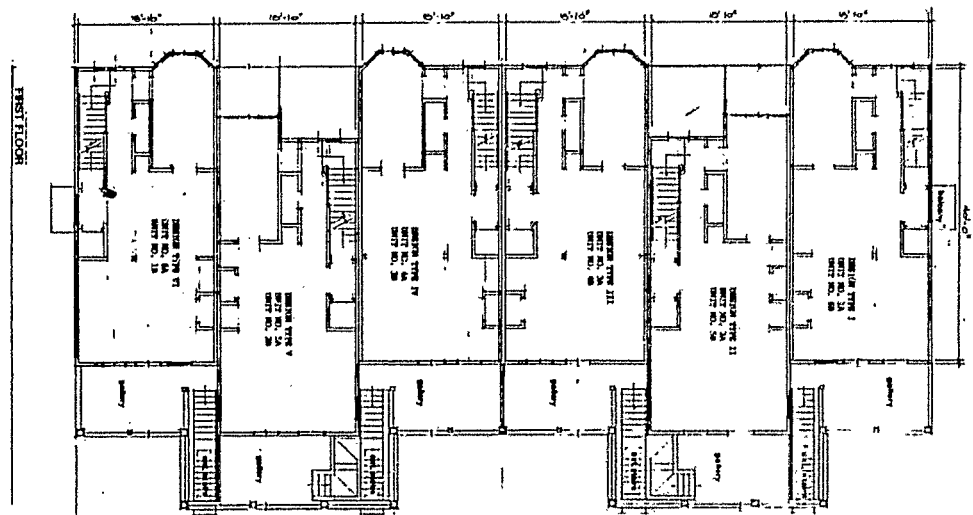
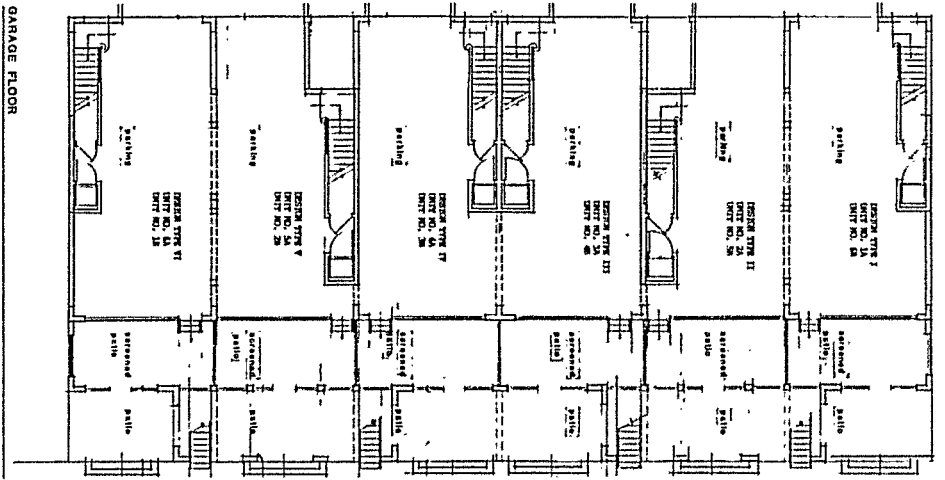
DATED: July 1, 1983
 RICHARD J. WILLIAMS
 REGISTERED LAND SURVEYOR
 BALDWIN COUNTY, ALABAMA



McCrory & Williams

consulting engineers
 and
 land surveyors

SITE PLAN POINT CLEAR LANDING, A CONDOMINIUM PHASE I EXHIBIT "C"			
Scale: 1" = 30'	Date: 8-18-83	Drawn by: J.A.P.	Checked by: J.M.S.
			Sheet 1 of 3



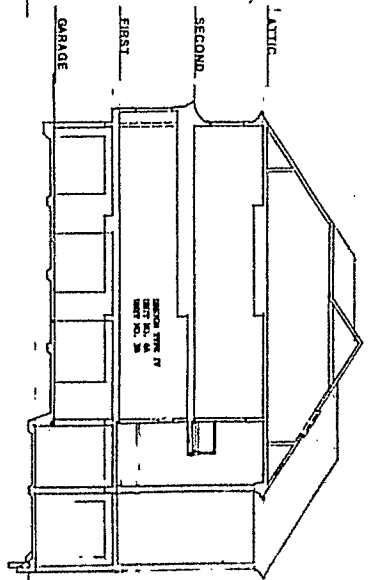
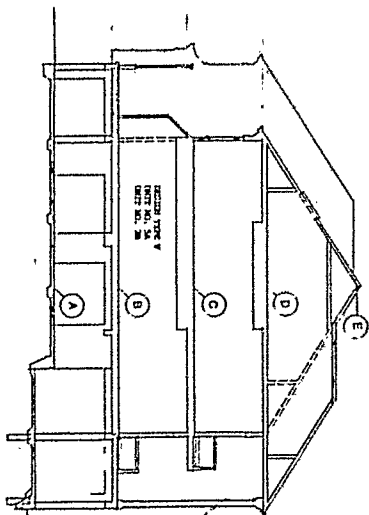
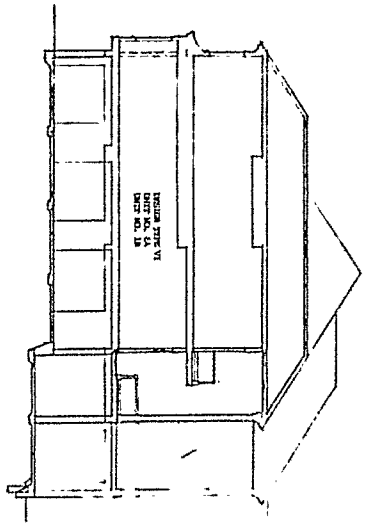
UNIT NO.	DESIGN UNIT TYPE	BUILDING	LEVEL	APPROXIMATE	UNIT NO.	DESIGN UNIT TYPE	BUILDING	LEVEL	APPROXIMATE
1A	I	A	Garage Floor	14.20	1	I	A	Garage Floor	14.20
2A	II	A	Garage Floor	14.20	2	II	A	Garage Floor	14.20
3A	III	A	Garage Floor	14.20	3	III	A	Garage Floor	14.20
4A	IV	A	Garage Floor	14.20	4	IV	A	Garage Floor	14.20
5A	V	A	Garage Floor	14.20	5	V	A	Garage Floor	14.20
6A	VI	A	Garage Floor	14.20	6	VI	A	Garage Floor	14.20

POINT CLEAR LANDING
A
CONDOMINIUM
PHASE ONE - 12 UNITS

1. Shaded portions indicate common elements.
2. Shaded portions of each wall is shown for load, fire, and sound. Partitions to all other levels vertically shown and shown at the ground level shown.

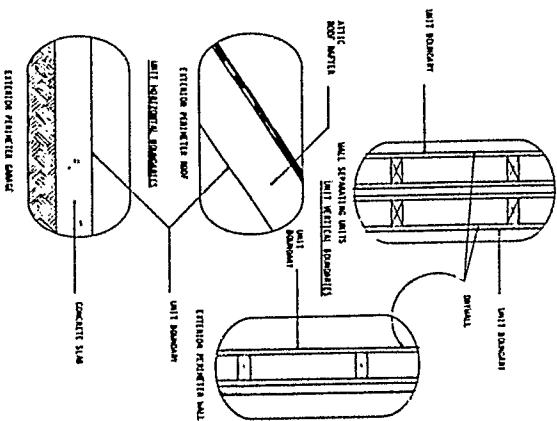
The undersigned, Howard A. Bentley, Jr., being a licensed or registered architect, State of Alabama, hereby certifies that the drawings, contract documents and specifications are true and correct and that he has not been furnished with false or incomplete information. He certifies that he is not aware of any fraud, misstatement, or other illegality or irregularity in the preparation of the drawings, contract documents and specifications. He certifies that he is not aware of any fraud, misstatement, or other illegality or irregularity in the preparation of the drawings, contract documents and specifications.

Howard A. Bentley, Jr.
 Alabama Registration No. 5016
 Being now authorized to execute by, dated day of month, 1979.
 Howard A. Bentley, Jr.
 By execution requires _____



UNIT NO.	UNITING DIMENSIONS				
	A	B	C	D	E
1	7.2	14.58	24.83	24.20	44.78
2	7.1	14.58	24.83	24.20	44.78

- Notes:
1. Shaded portions indicate common elements.
 2. Notching dimension of each unit is shown for level floor (11" high) and applies to all other levels vertically above and below.



The undersigned, Edward H. Bennett, Jr., being a licensed professional architect, State of Alabama, hereby certifies that the drawings, specifications and contract documents herein are the work of his office, that he has not been employed by any other person or firm in the preparation of these drawings, specifications and contract documents, and that he is not acting as an agent or representative of any other person or firm in the preparation of these drawings, specifications and contract documents, and that he is not acting as an agent or representative of any other person or firm in the preparation of these drawings, specifications and contract documents.

Witness my hand and seal this 15th day of July, 1958.

Edward H. Bennett, Jr.,
 Licensed Professional Architect
 Alabama Registration No. 3018

BY-LAWS
OF
POINT CLEAR LANDING ASSOCIATION, INC.

A non-profit corporation
existing under the laws
of the State of Alabama

I. PRINCIPAL OFFICE

The principal office of the Association shall be located at Point Clear Landing, viz: 1,000 feet North of the main entrance to the Grand Hotel at Point Clear, Alabama, County of Baldwin, State of Alabama. The address of the principal office may be changed at the discretion of the Board of Directors.

II. MEMBERSHIP

1. MEMBERS. All persons owning a vested present interest in the fee title to any of the condominium units in POINT CLEAR LANDING, a condominium existing pursuant to Sections 35-8 (1)-(22) of the Code of Alabama, 1975, commonly referred to as the Condominium Ownership Act, which interest is evidenced by a duly recorded proper instrument in the Probate Court records of Baldwin County, Alabama, shall automatically be members of this Association, and their respective membership shall automatically terminate as their vested interest in the fee title terminates. Such membership may be evidenced by the issuance of a membership certificate which shall be deemed automatically cancelled when the membership it evidences is terminated as provided herein.

2. VOTING RIGHTS. Each unit shall have a vote equal to the undivided interest in the common elements attributable to the unit, subject to the provisions of Paragraph 15 of the Declaration of Condominium.

3. ANNUAL MEETING. An annual meeting of the members shall be held at the principal office of the Association or at such other place within Baldwin County as may be designated by the President, at 10:00 A.M. on the first Saturday in the month of February for the purpose of electing directors and for the transaction of such other business as may come before the meeting.

4. SPECIAL MEETINGS. Special meetings may be called by the President or Vice President or by a majority of the Board of Directors, or by a written request from members entitled to cast 25% of the votes in the Association, for any purpose and at any time within Baldwin County. Notice of special meetings shall be mailed or delivered by the Secretary at least five (5) days before such meeting to each member at his address as shown in the Association records, which notice shall state the purpose of such meeting. Members may waive such notice and may act by written agreement without meetings.

5. QUORUM. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. As used in these By-Laws, the

MSC. 45 MAR 1981

EXHIBIT D

term "majority" means 51% of the votes of the members. A majority of the voting rights present may adjourn the meeting from time to time. A member shall be deemed present for purposes of a quorum with respect to any question or election upon which his written and signed vote shall have been received by the Secretary. A simple majority of all voting rights present in person or proxy shall decide any question brought before the meeting, except when otherwise required by the Condominium Ownership Act, Declaration of Condominium, Articles of Incorporation or these By-Laws.

6. UNANIMOUS CONSENT. Anything herein to the contrary notwithstanding, any action required or permitted to be taken at any meeting of the members of the Association or any committee thereof may be taken without a meeting, if prior to such action a written consent thereto is signed by all members or all the members of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Association or committee.

7. PROVISIO. Provided, however, that for a period of six months from the date of recording of the Declaration of Condominium, or until the Developer elects to terminate its control of the condominium, whichever shall first occur, there shall be no meeting of members of the Association unless the meeting is called by the Board of Directors.

III. BOARD OF DIRECTORS

1. POWERS. The Board of Directors shall have all powers necessary to manage the affairs of the Association and to discharge its rights, duties and responsibilities as provided in the Declaration of Condominium, Articles of Incorporation and the Condominium Act.

2. NUMBER. The number of Directors shall be not less than three (3) nor more than nine (9) which, from time to time, shall be determined and fixed by vote of a majority of voting rights present at any annual meeting of the members. Each Director shall be a member of the Association or a person exercising the rights of an owner who is not a natural person. All Directors shall act without compensation unless otherwise provided by resolution of the membership. Each Director shall be elected at the annual meeting of the members of the Association and shall hold office until the next annual meeting of members and/or until his successor shall have been elected and duly qualified, unless sooner removed by the membership.

3. REGULAR MEETINGS. A regular meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of the membership. Additional regular meetings may be held as provided by resolution of the Board.

4. SPECIAL MEETINGS. Special meetings of the Board may be called by the President or a majority of the Directors for any purpose and at any time or place. Notice thereof stating the purpose shall be mailed or delivered to each Director at his address shown in the Association records at least five (5) days before such meeting, unless such notice is waived by any Director or Directors.

5. QUORUM. A quorum of Director's meetings shall consist of the Directors entitled to cast a majority of the Board or the entire Board of Directors. If a quorum is not present, a majority of those present may adjourn the meeting from time to time. A Director shall be deemed present for the purpose of a quorum with respect to any questions or election upon which his written and signed vote shall have

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been received by the Secretary. The acts of the Board approved by a majority of votes present at a meeting at which a quorum is present shall decide any matter before the Board, except as may be otherwise required in the Articles of Incorporation, these By-Laws or the Declaration of Condominium.

6. REMOVAL. Any Director may be removed by concurrence of two-thirds of the members of the Association at a special meeting called for that purpose and the vacancy created thereby shall be filled by the election of a new Director at the same meeting.

7. VACANCIES. Except as to vacancies created by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors.

8. PROVISIO. Provided, however, that for a period of six months from the date of recording of the Declaration of Condominium, or until the Developer elects to terminate its control of the condominium, whichever shall first occur, all Directors shall be designated by the Developer and need not be owners of units in the condominium.

9. UNANIMOUS CONSENT. Anything herein to the contrary notwithstanding, any action required or permitted to be taken at any meeting of the Board of Directors or any committee thereof may be taken without a meeting, if prior to such action a written consent thereto is signed by all members of the Board or all the members of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board of Directors.

IV. OFFICERS

1. DESIGNATION AND NUMBER. The officers shall be a President, a Vice President, a Secretary and a Treasurer, each of whom shall be elected by the Board of Directors. Such assistant officers as may be deemed necessary may be elected by the Board of Directors. No two offices may be held by the same person. Officers must be members of the Association or a person exercising the membership rights of a unit owner which is not a natural person. The President must be a member of the Board of Directors. All officers shall act without compensation unless otherwise provided by resolution of the membership.

2. ELECTION AND TERM. Each officer shall be elected annually by the Board of Directors and shall hold office until his successor shall have been elected and duly qualified, unless sooner removed by the Board of Directors.

3. PRESIDENT. The President shall be the principal executive officer of the Association and shall supervise all of the affairs of the Association. He shall preside at all meetings of the members and of Directors. He shall sign all documents and instruments on behalf of the Association.

4. VICE PRESIDENT. In the absence of the President, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers and responsibilities of the President. The Vice President shall, moreover, perform such duties as may be designated by the Board of Directors.

5. SECRETARY. The Secretary shall countersign all documents and instruments in behalf of the Association where necessary, record the minutes of meetings of members and

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Directors, and give notices required by these By-Laws. He shall have custody and maintain the records of the Association, other than those maintained by the Treasurer.

6. TREASURER. The Treasurer shall have the custody of all funds of the Association, shall deposit the same in such depositories as may be selected as hereinafter provided, shall disburse the same, and shall maintain or cause to be maintained financial records of the Association which shall be available for inspection by any member at reasonable times. At the discretion of the Board of Directors, the functions of the Treasurer may be delegated to and performed by a financial institution or certified public accountant located in Baldwin County, in which event, no bond will be required.

7. FIDELITY BONDS. All officers and Directors shall be bonded by a surety company selected by the Board in an amount determined by the Board to be sufficient to insure the proper handling of all cash funds and other corporate assets.

8. REMOVAL. Any officer may be removed by two-thirds vote of the Board of Directors called for that purpose and the vacancy thereby created shall be filled by an election by the remaining Directors at the same meeting.

V. MANAGER AND EMPLOYEES

The Board of Directors may employ the services of a manager and other employees and agents as they shall determine appropriate to actively manage, operate and care for the condominium property, with such powers and duties and at such compensation as the Board may deem appropriate and provide by resolution from time to time. Such manager, employees and agents shall serve at the pleasure of the Board.

VI. CONTRACTS AND FINANCES

1. CONTRACTS. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of or on behalf of the Association, and such authority may be general or confined to specific instances.

2. LOANS. No loans shall be contracted on behalf of the Association and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors.

3. CHECKS, DRAFTS, ETC. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors.

4. DEPOSITS. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such savings and loan associations, banks, trust companies, or other depositories as the Board of Directors may select.

VII. FISCAL MANAGEMENT

1. FISCAL YEAR. The fiscal year of the Association shall begin on the first day of January of each year.

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2. BUDGET. The Board of Directors shall adopt a budget for each calendar year which shall include estimated common expenses, including a reasonable allowance for contingencies and reserves less the unneeded fund balances on hand. Copies of the budget and proposed assessments shall be transmitted to each member on or before December 1st preceding the year for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished each member concerned.

3. ASSESSMENTS FOR RECURRING COMMON EXPENSES. Assessments for recurring common expenses which include, but are not limited to, expenses of administration, maintenance, repair or replacement of the common elements shall be made for the calendar year annually in advance, on or before December 20th preceding the year for which the assessments are made. Such assessments shall be due in monthly installments on the first day of each month of the year for which the assessments are made. If such annual assessment is not made as required, an installment in the amount required by the last prior assessment shall be due upon each installment payment date until changed by a new assessment. After the second year of operation of the total condominium project, the total of the assessments for recurring common expenses shall be not more than one hundred ten (110%) percent of the assessments for this purpose for the prior year unless approved in writing by unit owners entitled to cast a majority of the votes in the Association. In the event such an annual assessment proves to be insufficient, it may be amended at any time after approval in writing by unit owners entitled to cast a majority of the votes in the Association, and the amended assessment for the remaining portion of the calendar year shall be due at the time the next monthly installment is due. The first assessment shall be determined by the Board of Directors of the Association.

4. ACCELERATION OF ASSESSMENT INSTALLMENTS UPON DEFAULT. If a unit owner shall be in default of the payment of any two consecutive installments of any assessment, the Board of Directors may accelerate the remaining installments of such assessment upon notice thereof to the unit owner, and thereupon the unpaid balance of the assessment shall become due and payable upon the date stated in the notice, but not less than ten (10) days after delivery thereof to the unit owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur. The association shall have a lien on the unit for such accelerated amount, which lien shall be effective upon the recordation of a claim of lien in form and in the manner provided in Paragraph 14.3 of the Declaration, and may be foreclosed in accordance with the provisions of the Declaration and these By-Laws.

5. ASSESSMENTS FOR EMERGENCIES. Assessments for common expenses for emergencies which cannot be paid from the assessments for recurring expenses shall be made only after notice of the need therefor to the unit owners concerned. After such notice and upon approval in writing of more than one-half (1/2) of such unit owners concerned, the assessment shall become effective, and it shall be due after thirty (30) days' notice thereof in such manner as the Board of Directors of the Association may require.

6. DEFAULT. In the event an owner of a unit does not pay any sums, charges, or assessments duly made by the Association on the due date, the Association may foreclose the lien encumbering the unit created by non-payment of the required monies in accordance with the provisions of the Declaration. The Association shall be entitled to the

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appointment of a Receiver, if it so requests. The Association shall have the right to bid on the unit at a foreclosure sale and to acquire, hold, mortgage and convey the same. In lieu of foreclosing its lien, the Association may bring suit to recover a money judgment for any sums, charges or assessments required to be paid to the Association without waiving its lien securing same. In any action either to foreclose its lien or to recover a money judgment, brought by or on behalf of the Association against a unit owner, the losing defendants shall pay the cost thereof together with a reasonable attorney's fee.

If the Association becomes the owner of a unit by reason of foreclosure, it shall offer said unit for sale and at such time as a sale is consummated it shall deduct from such proceeds all sums of money due it for monthly assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorney's fees, and any and all expenses incurred in the re-sale of the unit, which shall include but not be limited to advertising expenses, reasonable attorney's fees, real estate brokerage fees and expenses necessary for the repairing and refurbishing of the unit in question. All monies remaining after deducting the foregoing items of expense shall be returned to the former owner of the unit in question.

7. AUDIT. An audit of the accounts of the Association shall be made annually by a certified public accountant, not a member of the Association, and a copy of the report shall be furnished to each member not later than April first of the year for which the report is made.

VIII. AMENDMENTS

These By-Laws may be amended by following the provisions of Paragraph 26 of the Declaration of Condominium.

IX. REGULATIONS

The Board of Directors may from time to time adopt such uniform administrative rules and regulations governing the details of the operation of the condominium, and restrictions upon and requirements respecting the use and maintenance of the units and of the common elements of the condominium as may be deemed necessary and appropriate from time to time to assure the enjoyment of all unit owners and to prevent unreasonable interference with the use of the units and the common elements, as shall not be inconsistent with the Condominium Ownership Act, the Declaration of Condominium, the Articles of Incorporation and these By-Laws. A copy of such regulations shall be furnished to each unit owner and subsequent purchasers of units and shall be posted and remain available in the offices of the Association.

X. SEAL

The Board of Directors shall provide a corporate seal, circular in form, showing the corporate name, the year and the state of incorporation, and the words "non-profit corporation".

XI. ACCOUNTING RECORDS

Accounting records shall be maintained by the Treasurer or by a bookkeeper or accountant employed for this purpose,

said records to be maintained in accordance with generally accepted accounting principles and said records to be open to inspection by unit owners at reasonable times. Such accounting records shall include, but not be limited to, a record of all receipts and expenditures and an account for each unit, setting forth any shares of common expenses or other charges due, the due dates thereof, the present balance due, and any interest in common surplus.

XII. RECORD OF MORTGAGEES

The Association shall keep a record of holders of first mortgages on units, which record shall include a copy of any such mortgage or shall contain the identity and address of the mortgagee, the number of the unit covered by such mortgage, the name of the unit owner, and the date of the mortgage; provided, however, that the Association shall have no liability or obligation with regard to a mortgage unless a copy of the mortgage or written notice of the mortgage has been furnished to it.

XIII. PARLIAMENTARY RULES

Roberts Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Condominium Ownership Act, Declaration of Condominium, or these By-Laws.

XIV. RESTRICTIONS UPON USE

No owner, tenant or other occupant of a condominium unit shall lease less than an entire unit and shall not lease an entire unit for a period of less than one week; so that the high quality of the condominium shall be maintained and shall not become a lodging facility for transients.

XV. USE AND OCCUPANCY RESTRICTIONS

1. USE AND OCCUPANCY RESTRICTIONS: No part of the property shall be used for other than residential use and the related common purposes for which the Property was designed. The foregoing restrictions as to use shall not, however, be construed in such manner as to prohibit a unit owner from:

(a) Maintaining his personal or professional library therein.

(b) Keeping his personal business or professional records or accounts therein.

(c) Handling his personal business or professional telephone calls or correspondence therefrom.

Such uses are expressly declared customarily incident to the principal residential use and in no violation of said restrictions.

2. USE OF COMMON ELEMENTS: The common elements shall be used only for access, ingress and egress to and from the respective units by the persons residing therein and their respective guests, household help and other authorized visitors, and for such other purposes which are incidental to the residential use of the respective units; provided, however, the parking area, and other special areas shall be

used for such purposes as are approved by the board of directors. The use, maintenance and operation of the common elements shall not be obstructed, damaged or unreasonably interfered with by any unit owner. The association and the board of directors, and their authorized employees and representatives, shall have such access to any unit as may be necessary for the repair, maintenance, replacement, alteration, care or protection of the common elements, or any portion thereof.

3. NUISANCES: No unlawful, immoral, noxious or offensive activities shall be carried on in any unit or elsewhere on the property, nor shall anything be done therein or thereon which shall constitute a nuisance or which shall in the judgment of the board of directors cause unreasonable noise or disturbance to others.

4. MAINTENANCE AND REPAIR: Each unit owner shall maintain his unit in good condition and in good order and repair, at his own expense, and shall maintain a minimum temperature in his unit in the winter as set forth by the board of directors, and shall not do or allow anything to be done in his unit which may increase the rate or cause the cancellation of insurance on other units or on the common elements. Each unit owner shall not display, store or use any signs, clothing, sheets, blankets, laundry or other articles outside his unit, or paint or decorate or adorn the outside of his unit, or install outside his unit any canopy or awning, or outside radio or television antenna, or other equipment, fixtures or items of any kind, without the prior written permission of the board of directors.

5. TRASH: Trash, garbage and other waste shall be kept only in sanitary containers, and shall be disposed of in a clean and sanitary manner as prescribed from time to time in administrative Rules and Regulations of the board of directors.

6. RIGHTS OF OWNER: Until all of the units have been sold by the Owner and occupied by the Purchasers, the Owner may use and show one or more of such unsold or unoccupied units as a model apartment or sales office, and may maintain customary signs in connection therewith notwithstanding the provisions of Section 4 of this Article.

7. PERSONAL PROPERTY: Articles of personal property belonging to any unit owner, such as baby carriages, bicycles, wagons, toys, furniture, clothing and other articles, shall not be stored or kept in common areas, except in such storage area as may be specifically designated for the respective unit owner by the board of directors. No clothing, rugs, sheets, blankets or other laundry shall be hung or exposed from windows, balconies, decks or other common areas of the property except when specifically approved by the board of directors.

8. ELECTRIC WIRING: No unit owner shall overload the electric wiring in the buildings, or operate any machines, appliances, accessories or equipment to the heating or air-conditioning system or plumbing system, other than those systems originally installed, without the prior written consent of the board of directors or managing agent.

9. BOATS, CAMPERS AND INOPERABLE MOTOR VEHICLES: No boats, canoes, or campers shall be stored or parked on or in the common areas. All boats, canoes and campers shall be stored and parked in the area designated by the board of directors. Motor vehicles may be parked only in the areas provided for that purpose. Any motor vehicle which breaks down or becomes inoperable in the common areas shall

immediately be repaired and made operable. The board of directors shall have the authority to remove any such vehicle from the common area if such vehicle is left in an inoperable state for more than 48 hours, or if such vehicle impedes or prevents ready access to any part of the Property.

10. PETS: No animals shall be raised, bred or kept in any unit, except for dogs, cats or other household pets of a unit owner, provided that they are not kept for any commercial purposes, and provided that they shall be kept in strict accordance with the administrative rules and regulations relating to household pets from time to time adopted or approved by the board of directors, and provided that they shall not in the judgment of the board of directors constitute a nuisance to others. All such pets shall be kept on a leash while outside the unit.

MISC. 35-11689

CONSENT

The undersigned, The First National Bank of Mobile, a national banking association, the Mortgagee of outstanding mortgages filed for record in Real Property Book 81, page 386 and at Real Property Book 124, Page 833; and the Holder of an Assignment of Rents and/or Leases dated October 27, 1982 from Point Clear Landing, Inc., filed for record at Real Property Book 124, Page 841, all as recorded in the Probate Office of Baldwin County, Alabama, on the land described in the foregoing Declaration of Condominium of Point Clear Landing, a condominium, herewith consents to the filing of said Declaration.

This the 27th day of July, 1983.

THE FIRST NATIONAL BANK OF MOBILE
a national banking association

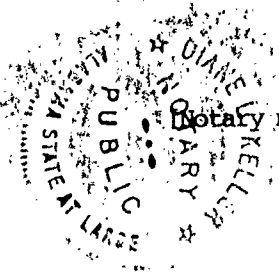
By: *John F. Beard Jr.*
Its SENIOR VICE PRESIDENT

STATE OF ALABAMA)
MOBILE COUNTY)

I, the undersigned authority, a notary public in and for said County in said State, hereby certify that JOHN F. BEARD, JR., whose name as SENIOR VICE PRESIDENT of The First National Bank of Mobile, a national banking association, is signed to the foregoing consent, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument that he, as such officer, and with full authority, executed the same voluntarily on the date the same bears date, for and as the act of said Corporation.

Given under my hand and official seal, this the 27th day of July, 1983.

Diane L. Keller
NOTARY PUBLIC
My Commission Expires: 10/24/83



Notary must Affix Seal]

MOR. 55-1690