

STATE OF ALABAMA
BALDWIN COUNTY

STATE OF ALABAMA,
BALDWIN COUNTY

I certify that this instrument was filed on

DECLARATION OF CONDOMINIUM
OF
EDGEWATER WEST CONDOMINIUM
Gulf Shores, Alabama

JAN 11 1982 8 AM

and that no tax was collected. Recorded in *Min*
Book 20
Page 1896 *Henry Poline* Judge of Probate
1915 Index \$ _____ By OP

THIS IS A DECLARATION OF CONDOMINIUM made
August 13, 1981, by Edgewater West Condominiums, an
Alabama Joint Venture Partnership composed of Chancellor Land Company,
Inc., Ronald M. Kirtland and Chard Coast Group, Ltd., an Alabama
limited partnership, hereinafter called the Developer, for itself, its
successors, grantees and assigns.

ARTICLE ONE

SUBMISSION TO CONDOMINIUM OWNERSHIP - The purpose of this
declaration is to submit the lands herein described and the
improvements heretofore and hereafter constructed thereon to the
condominium form of ownership and use in the manner provided by
Sections 35-8-1 to 35-8-22 CODE OF ALABAMA 1975, hereinafter referred
to as the Alabama Condominium Ownership Act.

ARTICLE TWO

NAME AND ADDRESS OF CONDOMINIUM - The name by which the
condominium shall be known is Edgewater West Condominium. Its address
is West Beach Drive, Gulf Shores, Alabama 36542.

ARTICLE THREE

THE LANDS - The lands owned by the Developer which are hereby
submitted to the condominium form of ownership are located in the Town
of Gulf Shores, South Baldwin County, Alabama, and are particularly
described as follows:

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Lot 22 and the West half of Lot 23, Block 3, Unit 2 of Gulf Shores, Alabama, according to the map or plat thereof recorded in the Office of the Judge of Probate, Baldwin County, Alabama, in Map Book 1, page 166.

ARTICLE FOUR

(A) BUILDINGS AND GROUNDS - Edgewater West Condominium is being developed according to plans and specifications on file in the Developer's office. When completed, the engineering certification drawings required by law will be filed in the Probate Office of Baldwin County Alabama. The Edgewater West Condominium consists of forty-three (43) private condominium units housed in a single, nine story concrete building, on concrete pilings and concrete foundation. The building is situated on the property described in Article Three, above, with its longest dimension running generally parallel to a line running east and west.

(1) INTERIOR UNITS - The three interior units on each of the first eight living levels are located immediately interior of the two exterior units located on the extreme east and west ends of each such living level. All interior units are identical in size and layout, except for minor variations in dimensions as indicated on the engineer's certification drawings, and except for the fact that units ending in the numbers "2" and "4" are reverse or mirror images of units ending in the number "3". All interior units are designated by two digit condominium unit numbers ending in "2", "3" or "4". All interior units contain two bedrooms, two baths with ceramic tile floors, fire alarm, kitchen with built in range with hood, refrigerator with ice

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maker, dishwasher, garbage disposal, stacked washer and dryer (in separate laundry room) and an enclosable balcony.

(2) INTERIOR AND EXTERIOR UNITS COMPARED - The three interior and two exterior condominium units on each of the first eight living levels (Levels 2, 3, 4, 5, 6, 7, 8 and 9) differ in location, as indicated above. In addition, the interior units have two bedrooms and two baths, while the exterior units have three bedrooms and three baths. As the result, the exterior units contain more living area (1,440 square feet, more or less).

(3) PENTHOUSE UNITS - The top or ninth living level (level 10) contains three penthouse units, two containing 2072 square feet and one containing 2232 square feet.

(4) In addition to the forty-three private individual condominium units, Edgewater West Condominium consists of a Gulfside pool for the use of all the units, an elevator, stairways and corridors, planted areas and landscaping, driveways, beach recreation area, storage and maintenance area and offstreet automobile parking spaces and areas, all located substantially as shown on the engineer's certification drawings.

(B) THE PRIVATE UNIT BOUNDARIES - Each private individual condominium unit (element) includes that part of the building in which the unit is located as shown on the engineer's certification drawings. Each private unit proper is bounded as follows:

1. The upper boundary shall be the plane of the lower surfaces of the ceilings.

2. The lower boundary shall be the plane of the upper surfaces of the floor, exclusive of carpet, tile or other floor

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covering.

3. The vertical boundaries shall be the interior planes of the interior walls bounding the unit, the outer planes of unit access doors, the outer planes of unit windows, and the interior planes of the exterior walls bounding the unit, except where broken as indicated above by windows or doors. Where there is a balcony attached to the building serving only a single unit, that unit's boundaries shall extend to include all of such balcony and all structures and fixtures thereon.

4. Where fixtures serving only one individual unit are installed partially within and partially without the planar boundaries of the unit as defined above, the entire fixture shall be deemed to be fully within the unit it serves and wholly subject to the control of the owner of the unit so served.

Each private individual condominium unit includes its own air conditioning and heating and water heating apparatus, but does not include the wires or pipes connected thereto, whether or not within the unit boundaries as described immediately above.

(C) THE COMMON ELEMENTS - The common elements of Edgewater West Condominium consist of the entire condominium property, including all parts of the buildings other than the private condominium units and include, by way of example but not by way of limitation, the following:

1. The land on which the buildings and the other improvements are located.
2. All foundations, pilings, slabs, columns, girders, beams and supports.
3. All buildings and structures not containing private

individual condominium units and, with respect to buildings containing private individual condominium units, the following: All exterior walls of such buildings extending, in the case of exterior walls bounding private individual condominium units, from the outermost plane of the wall inward to the wall's interior plane; all walls and partitions separating private individual condominium units from walkways, entranceways, corridors, stairways, service areas, and other units; and all floors and ceilings outward of the planes of their respective interior surfaces.

4. Roofs, walkways, entranceways, stairs, stairways elevator and elevator shaft.

5. Grounds, yards, gardens, recreation and community facilities, Gulfside pool, service areas, service facilities, parking spaces and areas, and driveways and driveway areas.

6. All facilities for services and utilities, including all pipes, conduits, ducts, wires, the plumbing network, the wiring network and the sewer network, whether located within common areas, within units or partially within each.

7. All other parts of the condominium property and all apparatus, facilities and installations for common use or necessary or convenient to the existence or safety of the condominium.

The management of Edgewater West Condominium Owner's Association, Inc., shall have a right of access, during reasonable business hours and upon reasonable prior notice (except that there is no limitation on such access during emergencies) for the purpose of inspecting, maintaining and repairing the common elements (wiring, plumbing, sewer, heating and cooling networks, common walls,

structural members and exterior walls) located within, or adjacent to, any of the units or elsewhere in the condominium.

(D) IDENTIFICATION OF UNITS - The forty-three private individual condominium units are numbered so that the first digit of the unit number corresponds to level (2, 3, 4, 5, 6, 7, 8, 9 or 10) on which the unit is located:

1. Level 1 - There are no private individual condominium units on Level 1, which is the ground floor.

2. Level 2 - The five units on Level 2 are designated, from east to west, 21, 22, 23, 24 and 25.

3. Level 3 - The five units on Level 3 are designated, from east to west, 31, 32, 33, 34 and 35.

4. Level 4 - The five units on Level 4 are designated, from east to west, 41, 42, 43, 44 and 45.

5. Level 5 - The five units on Level 5 are designated, from east to west, 51, 52, 53, 54 and 55.

6. Level 6 - The five units on Level 6 are designated, from east to west, 61, 62, 63, 64 and 65.

7. Level 7 - The five units on Level 7 are designated, from east to west, 71, 72, 73, 74 and 75.

8. Level 8 - The five units on Level 8 are designated, from east to west, 81, 82, 83, 84 and 85.

9. Level 9 - The five units on Level 9 are designated, from east to west, 91, 92, 93, 94 and 95.

10. Level 10 - The three penthouse units on Level 10 are designated, from east to west, 101 (The Hawaiian Suite), 102 (The Tropical Suite) and 103 (The Kona Suite).

(E) ENCROACHMENTS - To the extent that any unit or common element now or hereafter encroaches on any other unit or common element, whether by reason of any deviation from the plats or plans in the construction, repair, restoration, renovation or replacement of any improvement, or by reason of the settling or shifting of any land or improvement, a valid easement for such encroachment shall exist.

ARTICLE FIVE

UNIT OWNERS - Each unit owner shall have the following undivided interests in the common elements of Edgewater West Condominium: Interior Units - four two hundredths; exterior units - five two hundredths; penthouse units - eight two hundredths. The project has no limited common elements as of the filing of this declaration.

ARTICLE SIX

VOTING RIGHTS - Each unit of Edgewater West Condominium shall be entitled to votes as follows with respect to matters arising out of ownership of the common elements of Edgewater West Condominium: Interior Units - four votes; exterior units - five votes; penthouse units - eight votes. There shall therefore be a total of two hundred such votes, four for each interior unit, five for each exterior unit and eight for each penthouse unit. Each unit owner, or group of owners of a unit, if more than one, shall advise the secretary of Edgewater West Condominium Owner's Association, Inc., of the name of the person entitled to exercise such votes and the secretary shall enter such name in a book kept for that purpose. Edgewater West Condominium Owner's Association, Inc., shall be entitled to rely on such advice, and shall recognize as entitled to so vote only those

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persons who have been designated as voters, notwithstanding that persons other than those so designated shall have various interests of ownership in the individual units from time to time. The majority of the owners of any private individual unit may redesignate, at any time, any person, whether or not an owner, as entitled to exercise the votes of that unit by so notifying the secretary of Edgewater West Condominium Owner's Association, Inc., in writing. The association shall recognize only the vote of the last person so designated by a majority of the owners of each unit.

ARTICLE SEVEN

LIMITED COMMON ELEMENTS - As of the filing of this declaration, Edgewater West Condominium has no limited common elements as that term is defined by the Alabama Condominium Ownership Act. ("Limited Common Elements - A part or parts of the condominium property as set forth in the declaration in which more than one but not all unit owners have an undivided interest." Section 35-8-2(8) CODE OF ALABAMA 1975). This Article Seven of this declaration is hereby reserved for future use should limited common areas of Edgewater West Condominium be later defined by amendment to this declaration.

ARTICLE EIGHT

COMMON EXPENSE - Common expense shall be shared by the forty-three private individual units, as follows: Interior units - four two hundredths (two percent); exterior units - five two hundredths (two and one-half percent); penthouse units - eight two hundredths (four percent). Assessments for common expenses shall be made by Edgewater West Condominium Owners' Association, Inc., in accordance with provisions therefor in the bylaws.

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ARTICLE NINE

LIMITED COMMON EXPENSE - This Article Nine of this declaration is hereby reserved for use in assigning the proportion of limited common expense to individual units, should any limited common areas of Edgewater West Condominium be later defined by amendment to this declaration.

ARTICLE TEN

COMMON SURPLUS - Common surplus shall be shared equally by the forty-three private individual units, as follows: Interior units - four two hundredths (two percent); exterior units - five two hundredths (two and one-half percent); penthouse units - eight two hundredths (four percent). Distribution of common surplus shall be made by Edgewater West Condominium Owners' Association Inc., in accordance with provisions therefor in the bylaws.

ARTICLE ELEVEN

LIMITED COMMON SURPLUS - This Article Eleven of this declaration is hereby reserved for use in assigning the proportion of limited common surplus to be shared by each or any of the individual units, should any limited common areas of Edgewater West Condominium be later defined by amendment to this declaration.

ARTICLE TWELVE

UNIT OWNERS' ASSOCIATION - The name of the association of the owners of units of Edgewater West Condominium shall be Edgewater West Condominium Owner's Association, Inc. Such association shall be responsible for the administration and management of Edgewater West Condominium in accordance with the provisions of the Alabama

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Condominium Ownership Act, this declaration, and the articles of incorporation and bylaws of Edgewater West Condominium Owner's Association, Inc. The association shall be incorporated. All unit owners will be members of the association, unless otherwise provided in this declaration by amendment. Edgewater West Condominium Owner's Association, Inc., acting through its officers or governing board, shall have the following powers:

1. The association may maintain, repair, replace, clean and sanitize the common elements (and limited common elements, if any).

2. The association may assess and collect funds and may pay for common expenses (and limited common expenses, if any) out of such funds as are appropriate.

3. In addition to the enforcement of the covenants and restrictions concerning use, occupancy and transfer of units which are included in this declaration, the association may adopt, distribute, amend and enforce reasonable rules governing the administration and management of the condominium property and the use of the common elements (and limited common elements, if any).

4. The association shall maintain forms of insurance coverage which are for the benefit of the unit owners. The premiums for such insurance shall be assessed to the owners of the private individual units of Edgewater West Condominium on a pro rata basis and shall constitute a part of each unit owner's liability for common expense. The association shall advise each unit owner of the type and amount of insurance coverage maintained by the association. An insurance committee or trustee may be appointed by the association and charged with responsibility of the proceeds of any such insurance. No

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unit owner or other person or entity having an insurable risk in Edgewater West Condominium shall be precluded from obtaining additional insurance, individually, at his own expense and for his own exclusive benefit, against any risk, whether or not covered by insurance maintained by the association. Insurance maintained by the association shall include, but shall not be limited to, coverage of the entire condominium property against loss by fire, windstorm, rainstorm, flood and such other hazards as to which the association may desire insurance coverage and liability insurance against any risk, such as death, personal injury, or damage to property, faced by unit owners or by the association by virtue of their individual common (or limited common, if any) ownership in or control over the condominium property, including but not limited to the acts and omissions of the association, its agents, servants and employees.

4. (a) In the event of loss or damage to all or any part of Edgewater West Condominium the association shall have the power to assess the unit owners, on a pro rata basis, in accordance with their respective shares of the common elements, for the amount by which the cost of repair of such loss or damage exceeds the amount of insurance proceeds paid or due to be paid as the result of such loss or damage.

4. (b) In the event of any damage to the condominium property, or any portion thereof, the association, and each of its officers and directors, shall hold the proceeds of insurance paid as the result of such loss, and all monies assessed and collected from the unit owners pursuant to the provisions of Paragraph 4 (a), above, in trust pending formal action by full meeting of the association unit owners, at which meeting there must be a quorum, and shall expend such

WEST. 40 AGE 1906

monies in strict accordance with the wishes of a majority of the votes cast at such meeting. The trust hereby established shall be for the benefit of the unit owners and, in the case of mortgaged units, their respective mortgagees.

5. The association shall have access to each unit from time to time, upon reasonable notice and during reasonable business hours as may be necessary (except that no notice or time limitations shall be required in the case of emergencies) for the maintenance, repair or replacement of any common elements (or limited common elements, if any) therein or accessible therefrom, or for making emergency repairs necessary to prevent damages to any other unit, units or common areas.

6. The association may purchase units in the condominium and otherwise acquire, hold, lease, mortgage and convey the same. It may also lease or license the use of common elements (and limited common elements, if any) in a manner not inconsistent with the rights of unit owners.

7. The association may acquire or enter into agreements whereby it acquires personal property, real property, leaseholds, memberships, units or other possessory or use interests in lands, facilities, services or utilities.

8. No unit shall be changed or altered except by amendment to this declaration. This provision shall not, however, be construed to prevent the repainting or nonstructural remodeling or refurbishing of units by their owners, at their expense.

9. The association shall arrange for and shall assess as common expenses (or as limited common expenses, if appropriate) garbage service, sewer service, water service, the lighting of common areas,

pool and grounds, maintenance and listing for taxation with respect to common areas, if required by law. All other utilities shall be the responsibility of the private individual owners.

10. The association may enter into agreements by which its powers and responsibilities or some of them may be exercised or performed by some other person or persons.

ARTICLE THIRTEEN COVENANTS AND RESTRICTIONS

1. OCCUPANCY - Each private individual unit shall be occupied only by a family its servants and guests, as a residence and for no other purpose. No unit may be divided or subdivided into a smaller unit without first amending this declaration to allow therefor.

2. USE OF COMMON ELEMENTS - The common elements shall be used only for the purpose for which they are intended in the furnishing of access, services and facilities for the private individual units.

3. GENERAL USAGE - No use or practice shall be permitted on the condominium property which is a source of annoyance to condominium residents or which interferes with the peaceful possession and proper use of the property by all residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor shall any fire hazard be allowed to exist. No private individual unit owner shall permit any use of his unit or of the common elements which will disturb the other unit owners or increase the rate of insurance on the condominium property. No unlawful use may be made of the condominium property or any part thereof. All applicable laws, zoning ordinances and regulations respecting the condominium property shall be observed and

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obeyed by each private individual unit owner and those persons on the premises with his permission.

4. COMPLETION OF IMPROVEMENTS - Until such time as the Developer has completed and sold all of the private individual units, neither the private individual unit owners, nor Edgewater West Condominium Owners' Association, Inc., nor the use of the condominium property shall interfere with the completion of the planned improvements or the sale of units. The Developer may make such use of the unsold units and common areas as may facilitate such completion and sale.

5. NOTICE AND EFFECT OF ENCUMBRANCES - The owners of the private individual units shall notify the association of any and all liens upon their units and any and all suits which may affect title to their units. Such notice shall be given within five (5) days of the attachment of such lien or service of process in such suit. The granting of a mortgage on a unit by its owner(s) shall be construed as conferring upon the mortgagee a conditional proxy to cast the votes attributable to such unit at any regular or special meeting of the association. The condition of such proxy shall be notice by such mortgagee to the association, in writing, of its intent to exercise the conditional proxy rights granted to it, as mortgagee, by the terms of this subparagraph. In the absence of such written notice, the association shall be entitled to recognize the unit owner(s) of mortgaged units as fully entitled to cast the votes attributable to their unit. However, once such written notice is received by the association, the mortgagee's right to cast the votes attributable to that unit shall be recognized by the association until the mortgagee

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withdraws its intent to cast such votes, in writing, or until the mortgage is paid in full and satisfied of record, whichever first occurs.

5. (a) If a holder of a mortgage of record or other purchaser of a unit obtains title to such unit as a result of foreclosure of the mortgage, or as the result of execution and delivery of a deed in lieu of foreclosure, such acquirer of title, his successors and assigns shall not be fully liable for 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 acquisition of title as a result of the foreclosure or deed in lieu of foreclosure. Such unpaid share of common expenses, limited common expenses or other assessments shall be deemed to be common expenses collectable from all of the remaining unit owners including such acquirer, his successors and assigns.

6. RULES AND REGULATIONS - Edgewater West Condominium Owners' Association, Inc., may make and amend, from time to time, reasonable regulations concerning the use of the condominium property in accordance with the provisions therefor in its articles of incorporation and bylaws. Copies of all such regulations and amendments shall be furnished by the association to all private individual unit owners and residents upon request.

7. LIABILITY OF OWNERS - Owners of private individual units of Edgewater West Condominium shall be liable for the expense of any maintenance, repair or replacement of private or common elements rendered necessary by their acts, negligent, careless or otherwise, or those of anyone on the premises with their express or implied consent,

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 insurance rates occasioned by such acts or by an owner's use, misuse, occupancy or abandonment of his unit or its appurtenances.

8. ENFORCEMENT - In any proceeding to enforce any alleged liability of a unit owner arising under this or any other section of this declaration, the bylaws or the articles of incorporation of Edgewater West Condominium Owners' Association, Inc., the prevailing party shall recover the costs of the proceeding, including a reasonable attorney's fee to be assessed by the court.

9. LIMITATION ON TRANSFER - No unit of Edgewater West Condominium shall be directly sold, assigned or otherwise transferred by any unit owner to any third party or other entity without such unit having first been offered to Edgewater West Condominium Owners' Association, Inc., for purchase at the same price as such third party or other entity proposes to pay for such unit for a period of thirty days, EXCEPT THAT nothing in this paragraph or in any other part of this declaration of condominium or in the articles of incorporation or bylaws of Edgewater West Condominium Owners' Association, Inc., shall ever be construed as in any way limiting, restricting or prohibiting the free mortgage of a unit to a legitimate mortgagee who shall not be entitled to possession of the unit in question except in the event of foreclosure, and neither shall there be any limitation whatever on the free transfer of any unit of Edgewater West Condominium, or any interest therein, upon the death of an owner by will or by the laws of descent and distribution of any state of the United States or any

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foreign country. Upon the written tender of any unit of Edgewater West Condominium for sale to Edgewater West Condominium Owners' Association, Inc., under the terms of this paragraph, which tender shall identify that unit proposed to be sold, the person or other entity who proposes to purchase it and the price he or it proposes to pay therefor, the failure of the association to act on such tender by purchasing such unit within thirty days shall be deemed a waiver of the association's right to purchase such unit granted by this paragraph. In addition, the association may issue a waiver of its right to such purchase, in writing, at any time. Upon delivery of a written tender to Edgewater West Condominium Owner's Association, Inc., as described above, for the purchase of a unit of Edgewater West Condominium under the terms of this paragraph, the unit proposed to be sold, assigned or transferred shall become immediately transferable to the proposed third party purchaser designated in the tender (and only to such purchaser) upon the expiration of thirty days from tender, or upon the association's issuance of its duly authorized written waiver of its right to purchase such unit under this paragraph, whichever first occurs. The association's right to purchase units of Edgewater West Condominium, under the terms of this paragraph, shall extend to and include the right to bid on and purchase any unit of Edgewater West Condominium and its contents, at any foreclosure sale, trustee's sale or similar proceeding at which any unit of Edgewater West Condominium may be offered for sale.

10. NONENFORCEMENT - The failure of the association or any unit owner to enforce any provision, covenant or restriction of this declaration, the articles of incorporation or the bylaws of Edgewater

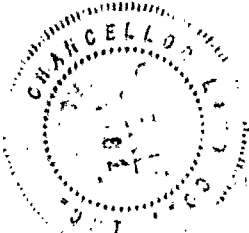
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West Condominium Owners' Association, Inc., or the Alabama Condominium Ownership Act, or rule or regulation adopted pursuant thereto, shall not constitute a waiver of the right thereafter to do so at any time.

ARTICLE FOURTEEN

AMENDMENTS - This declaration may be amended by the votes representing three-fourths (3/4ths) of the private individual units of Edgewater West Condominium, cast in person or by proxy at a meeting duly held in accordance with the provisions of the bylaws. The notice of any meeting at which an amendment to this declaration is proposed shall be in writing and shall include specific notice of the nature and terms of the proposed amendment. No amendment may change, alter or eliminate any private individual unit or effect any change in the percentage or fraction of the ownership of the common elements attributable to that unit, unless and until all of the owners and record mortgage holders of such unit shall have agreed to such amendment, in writing. All amendments shall become effective only upon being placed of record in the Office of the Judge of Probate, Baldwin County, Alabama.

IN WITNESS WHEREOF, Edgewater West Condominiums, has caused this declaration to be executed by its partners this the 12th day of August, 1981.



ATTEST:
(Affix Corporate Seal)


Philip L. Williams, Secretary

EDGEWATER WEST CONDOMINIUMS,
an Alabama Joint Venture
Partnership composed of
Chancellor Land Company, Inc.,
Ronald M. Kirtland, and Chard
Coast Group, Ltd.

CHANCELLOR LAND COMPANY, INC.

by  (Seal)
James J. Rought, President

[Signature]
Witness

Ronald M. Kirtland (Seal)
Ronald M. Kirtland

CHARD COAST GROUP, LTD.,
an Alabama limited partnership

BY FLINT RIVER, INC.,
general partner

by [Signature] (Seal)



Its

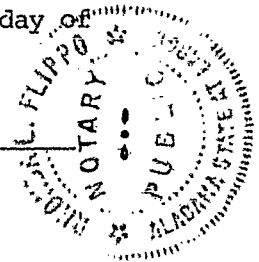
STATE OF Alabama
Lauderdale COUNTY

Corporate Acknowledgment

I, the undersigned authority, in and for said county, in said State, hereby certify that James J. Hough and Philip L. Williams, whose names as President and Secretary, respectively, of Chancellor Land Company, Inc., are signed to the foregoing Declaration of Condominium and who are known to me, acknowledged before me on this day that, being informed of the contents of the Declaration, they, as such officers and with full authority, executed the same voluntarily for and as the act of the said corporation.

Given under my hand and official seal this the 10th day of August, 1981.

Rhonda J. Flippo
Notary Public



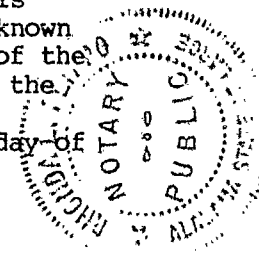
STATE OF Alabama
Lauderdale COUNTY

General Acknowledgment

I, the undersigned authority, in and for said county, in said State, hereby certify that Ronald M. Kirtland, whose name is signed to the foregoing Declaration of Condominium, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Declaration he executed the same voluntarily on the 10th day the same bears date.

Given under my hand and official seal this the 10th day of August, 1981.

Rhonda J. Flippo
Notary Public



STATE OF Alabama
Baldwin COUNTY

Corporate Acknowledgment

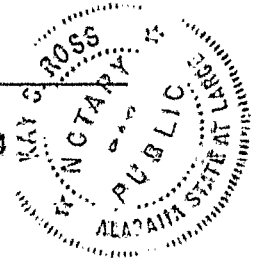
I, the undersigned authority, in and for said county, in said State, hereby certify that Charles M. Chard, President of Flint River, Inc. whose name as General Partner, of Chard Coast Group, Ltd., is signed to the foregoing Declaration of Condominium and who

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is known to me, acknowledged before me on this day that being informed of the contents of the Declaration he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 10th day of August, 1981.

Hayes Pross
Notary Public
My Commission Expires August 21, 1984



This instrument was prepared by:

Samuel G. McKerral
Attorney At Law
P. O. Box 818
Gulf Shores, Alabama 36542

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