

AGREEMENT AND AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OF
MARLIN KEY CONDOMINIUMS, A CONDOMINIUM

State of Alabama, Baldwin County
I certify this instrument was filed
and taxes collected on:
1999 November -23 10: 8AM
Instrument Number 521302 Pages 45
Recording 112.50 Mortgage
Deed Min Tax DP 1.00
Index
Archive
Adrian T. Johns, Judge of Probate

521302

This **AGREEMENT AND AMENDMENT** ("AGREEMENT") is made effective upon the recording of this **AGREEMENT** in the records of the **OFFICE OF JUDGE OF PROBATE OF BALDWIN COUNTY, ALABAMA** ("EFFECTIVE DATE") by and among **MARLIN KEY CONDOMINIUM OWNERS ASSOCIATION, INC.**, an Alabama Not For Profit Corporation ("ASSOCIATION") and the undersigned constituting all of the fee simple **OWNERS** of **UNITS** in **MARLIN KEY CONDOMINIUMS, A CONDOMINIUM**, (collectively referred to in this **AGREEMENT** as "**OWNERS**"). The undersigned **MORTGAGEES** (collectively referred to in this **AGREEMENT** as "**MORTGAGEES**") join in the execution of this **AGREEMENT** for the purposes stated.

RECITALS:

1. The **DECLARATION OF CONDOMINIUM OF MARLIN KEY CONDOMINIUMS, A CONDOMINIUM** ("**CONDOMINIUM**") is dated **October 26, 1994** and recorded **June 22, 1995** in **Miscellaneous Book 83, Pages 1247 through 1323** ("**DECLARATION**").
2. The **PLANS** of **MARLIN KEY CONDOMINIUMS, A CONDOMINIUM** are recorded **June 22, 1995** in **Apartment Book 15, Pages 40 through 52** ("**PLANS**").
3. The **ARTICLES OF INCORPORATION OF MARLIN KEY CONDOMINIUM OWNERS ASSOCIATION, INC.** ("**ASSOCIATION**") is dated **October 26, 1994** and recorded **June 22, 1995** in **Miscellaneous Book 83, Pages 1236 through 1246** ("**ARTICLES OF INCORPORATION**").
4. The **BY-LAWS OF MARLIN KEY CONDOMINIUM OWNERS ASSOCIATION, INC.** is dated **October 26, 1994** and recorded **June 22, 1995** in **Miscellaneous Book 83, Pages 1324 through 1360** ("**BY-LAWS**").
5. The **BUILDING** and substantially all the improvements located on the **CONDOMINIUM PROPERTY** were destroyed by storm and demolished and removed from **CONDOMINIUM PROPERTY**.
6. **Paragraph 11.03.** of the **DECLARATION** provides as follows:

"11.03. Plans. Any reconstruction or repair must be substantially in accordance with the Act and in accordance with the Plans for the original improvements or as the Condominium Property was last constructed; or if not, then according to the Plans approved by the Board of Directors of the Association and by one hundred percent (100%) of the Unit Owners."
7. **Paragraph 11.05.** of the **DECLARATION** provides as follows:

"11.05. Assessments for Reconstruction and Repair. If the proceeds of insurance are not sufficient to defray completely the estimated cost of reconstructions and repair by the Association, Special Assessments shall be levied against all Unit Owners in sufficient amount to provide funds for the payment of such estimated costs. Special Assessments against Unit Owners for damage to Units shall be in the proportion that the cost of reconstruction and repair of their respective Units bears to the total cost of such reconstruction and repair. An Assessment against a Unit Owner on account of damage to Common Elements shall be in proportion to the Unit Owner's share in the Common Elements. Special Assessments for reconstruction and repair may be collected, and the collection enforced, in the same manner as an Assessment."

8. **ASSOCIATION** and **OWNERS** desire to amend the **DECLARATION** to permit the construction of **TWENTY-EIGHT (28) CONDOMINIUM UNITS** and related amenities and facilities ("**CONDOMINIUM IMPROVEMENTS**") on the **CONDOMINIUM PROPERTY** as depicted on the **REVISED PLANS** prepared by **BRAD LEE PATTERSON, ARCHITECT** which is marked **EXHIBIT "A"** and attached to this **AGREEMENT ("REVISED PLANS")** and pursuant to the provisions of this **AGREEMENT**.
9. The **REVISED PLANS** depict **UNITS** and **CONDOMINIUM IMPROVEMENTS** which are different from the **UNITS** and improvements depicted on the **PLANS**.
10. The proceeds of insurance received by **ASSOCIATION**, as trustee, are not sufficient to defray completely the estimated costs of constructing the **CONDOMINIUM IMPROVEMENTS**. **ASSOCIATION** and **OWNERS** desire to adopt a budget and impose and collect **ASSESSMENTS** for **COMMON EXPENSES** for the construction of the **CONDOMINIUM IMPROVEMENTS** contemplated by this **AGREEMENT** in accordance with the provisions of the **DECLARATION** and **Ala. Code 1975, §35-8A-101, et seq.**
11. **OWNERS** are the fee simple **OWNERS** of all of the **UNITS** in the **CONDOMINIUM**.
12. **MORTGAGEES** are all of the **MORTGAGEES** of all of the **UNITS** in the **CONDOMINIUM**.

The recording references in this **AGREEMENT** are to the records of the **OFFICE OF THE JUDGE OF PROBATE OF BALDWIN COUNTY, ALABAMA**.

The capitalized terms used in this **AGREEMENT** shall have substantially the same meaning as the capitalized terms used in the **DECLARATION**, unless the context otherwise requires. When the context permits, use of the plural shall include the singular, use of the singular as include the plural, and the use of any gender shall be deemed to include all genders.

NOW, THEREFORE, ASSOCIATION, OWNERS and MORTGAGEES agree as follows:

A. APPROVE REVISED PLANS, AUTHORIZATION TO CONSTRUCT CONDOMINIUM IMPROVEMENTS, AUTHORIZATION TO BORROW MONEY, SUBSEQUENT AMENDMENT AND NUMBER OF UNITS.

1. **APPROVE REVISED PLANS.** The **BOARD OF DIRECTORS** of the **ASSOCIATION** and the **OWNERS** of all the **UNITS** approve the **REVISED PLANS**.

2. **AUTHORIZATION TO CONSTRUCT CONDOMINIUM IMPROVEMENTS.** The **BOARD OF DIRECTORS** of the **ASSOCIATION** is authorized and directed on behalf of and in the name of the **ASSOCIATION** to enter into a contract with any firm, person, or corporation, or may join with other entities in contracting for the construction of the **CONDOMINIUM IMPROVEMENTS** on the **CONDOMINIUM PROPERTY** as provided for in this **AGREEMENT** and as are in general graphically depicted on the **REVISED PLANS** for a contract amount not to exceed **FIVE MILLION DOLLARS (\$5,000,000.00)**. The location of the **CONDOMINIUM IMPROVEMENTS** shall be more specifically depicted and described on the **SUBSEQUENT AMENDMENT** (as defined in this **AGREEMENT**) when substantially complete. **OWNERS** and **ASSOCIATION** shall have the rights reserved for the benefit of a declarant provided for in this **AGREEMENT** and described as **DEVELOPMENT RIGHTS** in **Ala. Code 1975, §35-8A-103(11)** and described as **SPECIAL DECLARANT RIGHTS** in **Ala. Code 1975, §35-8A-103(24)**. The **DEVELOPMENT RIGHTS** and **SPECIAL DECLARANT RIGHTS** provided for in this **AGREEMENT** must be exercised on or before **January 1, 2010**.

3. **AUTHORIZATION TO BORROW MONEY AND EXECUTE LOAN DOCUMENTS.** The **BOARD OF DIRECTORS** of the **ASSOCIATION** is authorized and directed on behalf of and in the name of the **ASSOCIATION** to borrow an amount of money not to exceed **THREE MILLION ONE HUNDRED THOUSAND DOLLARS (\$3,100,000.00)** or enter into contracts to borrow money from any lender at an interest rate and on terms acceptable to the **BOARD OF DIRECTORS** for the purpose of financing the construction of the **CONDOMINIUM IMPROVEMENTS** and for any other purpose reasonably related to the construction of the **CONDOMINIUM IMPROVEMENTS**; and to contract, mortgage, encumber, assign or secure the

property of the **ASSOCIATION** as collateral or assign any rights to **ASSESSMENTS** as collateral for such borrowing; and to execute and deliver any and all such documents as are necessary to consummate such borrowing, including, but not limited to, contracts, notes, assignments, mortgages, security agreements, encumbrances, loan agreements and other documents required by a lender to loan said money. The **BOARD OF DIRECTORS** of **ASSOCIATION** is authorized and directed on the behalf of and in the name of **ASSOCIATION** to take any and all such other actions necessary, desirable or advisable to comply with the requirements of said lender for such borrowing; and the execution and delivery of such documents, the contracting, mortgaging, assignment or encumbrance of the property of the **ASSOCIATION** and the assignment of **ASSESSMENTS** and the taking of any and all such other actions necessary for such borrowing, shall be conclusive evidence that the same have been authorized by this **AGREEMENT**. The **BOARD OF DIRECTORS** may authorize and direct the **President** and **Secretary** of the **ASSOCIATION** to execute and deliver to said lender any of the documents required to make the loan contemplated by this **Paragraph 3**, together with any additional instruments which are required by said lender and satisfactory to the **BOARD OF DIRECTORS** of the **ASSOCIATION**. **PROVIDED, HOWEVER**, anything else contained in this **Paragraph 3**, to the contrary, the **BOARD OF DIRECTORS** is not authorized to execute any instrument which subordinates the rights of any **MORTGAGEE** to the rights of the lender provided for in this paragraph.

The **BOARD OF DIRECTORS** of the **ASSOCIATION** is authorized and directed on behalf of and in the name of the **ASSOCIATION** to borrow from each **PURCHASER** of the **UNSOLD UNITS**, as described in **Paragraph G**, of this **AGREEMENT**, an amount of money not to exceed the sales price for the purchase of the **UNSOLD UNITS** or to enter into contracts with said **PURCHASER** to borrow said money at an interest rate and on terms acceptable to the **BOARD OF DIRECTORS** and to accept from each **PURCHASER** of the **UNSOLD UNITS** cash or a letter of credit or other obligation acceptable to the **BOARD OF DIRECTORS** for the purpose of financing the construction of the **CONDOMINIUM IMPROVEMENTS** and for any other purpose reasonably related to the construction of the **CONDOMINIUM IMPROVEMENTS**; and to contract, mortgage, encumber, assign or secure the property of the **ASSOCIATION** as collateral or assign any rights to **ASSESSMENTS** as collateral for such borrowing; and to execute and deliver any and all such documents as are necessary to consummate such borrowing, including, but not limited to, contracts, notes, assignments, mortgages, security agreements, encumbrances, loan agreements and other documents required by the **PURCHASER** of the **UNSOLD UNITS** or by the lender provided for in the previous paragraph to loan said money. The **BOARD OF DIRECTORS** of **ASSOCIATION** is authorized and directed on the behalf of and in the name of **ASSOCIATION** to take any and all such other actions necessary, desirable or advisable to comply with the requirements of said **PURCHASER** of the **UNSOLD UNITS** or said lender for such borrowing; and the execution and delivery of such documents, the contracting, mortgaging, assignment or encumbrance of the property of the **ASSOCIATION** and the assignment of **ASSESSMENTS** and the taking of any and all such other actions necessary for such borrowing, shall be conclusive evidence that the same have been authorized by this **AGREEMENT**. The **BOARD OF DIRECTORS** may authorize and direct the **President** and **Secretary** of the **ASSOCIATION** to execute and deliver to said lender any of the documents required to make the loan contemplated by this **Paragraph 3**, together with any additional instruments which are required by said **PURCHASER** of the **UNSOLD UNITS** or by said lender and satisfactory to the **BOARD OF DIRECTORS** of the **ASSOCIATION**. **PROVIDED, HOWEVER**, anything else contained in this **Paragraph 3**, to the contrary, the **BOARD OF DIRECTORS** is not authorized to execute any instrument which subordinates the rights of any **MORTGAGEE** to the rights of said lender.

4. **SUBSEQUENT AMENDMENT.** A **SUBSEQUENT AMENDMENT** may be executed, delivered and recorded by **ASSOCIATION** alone without any signature of any **OWNER** or any **MORTGAGEE** and shall amend the **DECLARATION** and this **AGREEMENT** when recorded in the **OFFICE OF THE JUDGE OF PROBATE OF BALDWIN COUNTY, ALABAMA** ("**SUBSEQUENT AMENDMENT**"). The **SUBSEQUENT AMENDMENT** shall: (i) confirm that the **CONDOMINIUM IMPROVEMENTS** depicted on the **REVISED PLANS** are substantially complete, (ii) comply with the provisions of **Ala. Code 1975, §35-8A-101 et seq.**, (iii) have attached the **REVISED PLANS** and a certification by an **ARCHITECT** which will satisfy the requirements of **Ala. Code 1975, §35-8A-201** and **Ala. Code 1975, §35-8A-209**, and (iv) contain such other information concerning the **CONDOMINIUM PROPERTY** and the **CONDOMINIUM IMPROVEMENTS** as is required by **ALABAMA LAW**.

5. **NUMBER OF UNITS.** The maximum number of **UNITS** which **OWNERS** reserve the right to create is **twenty-eight (28)**.

B. GENERAL DESCRIPTION OF CONDOMINIUM IMPROVEMENTS. The **CONDOMINIUM PROPERTY** shall consist of the real property described in **Paragraph 4.01**, of the **DECLARATION** together with the **CONDOMINIUM IMPROVEMENTS** depicted on the **REVISED PLANS** and generally described as **one (1) BUILDING** and the improvements, landscaping, automobile parking areas, swimming pool and other common areas and facilities as are in general graphically depicted on the **REVISED PLANS**. The **BUILDING** depicted on the **REVISED PLANS** will contain **five (5) levels**, including **one (1) ground level** and **four (4) floors**. The ground level will consist of parking areas and other common areas and facilities as depicted on the **REVISED PLANS**. The next levels (floors), labeled on the **REVISED PLANS** as **Floor Plan Level one (1)**, **Floor Plan Level two (2)**, **Floor Plan Level three (3)** and **Floor Plan Level four (4)**, inclusively, will contain the **UNITS**. All levels of the **BUILDING** depicted on the **REVISED PLANS** will contain **COMMON ELEMENTS** and common property and equipment. The **LIMITED COMMON ELEMENTS** to be located on the **CONDOMINIUM PROPERTY** are as depicted on the **REVISED PLANS** and are generally described in **Paragraph 4.08**, of the **DECLARATION** except that the porch shown on the **REVISED PLANS** does not include a storage closet. **Paragraph 4.04**, of the **DECLARATION** shall be amended effective upon the recording of the **SUBSEQUENT AMENDMENT** to describe the **CONDOMINIUM IMPROVEMENTS** as described in this **Paragraph B**.

C. TYPE OF UNITS. **Paragraph 4.06**, of the **DECLARATION** shall be amended effective upon the recording of the **SUBSEQUENT AMENDMENT** to provide that there will be **three (3) types of UNITS** in the **CONDOMINIUM**. All **UNITS** shall be residential **UNITS**.

The different types of **UNITS** are more specifically depicted on the **REVISED PLANS** and are generally described as follows:

CONDOMINIUM RESIDENTIAL UNITS-TYPE "A" are residential **UNITS** as provided for in this **AGREEMENT** and are designated on the **REVISED PLANS** as **CONDOMINIUM RESIDENTIAL UNITS-TYPE "A"**. Each **CONDOMINIUM RESIDENTIAL UNIT-TYPE "A"** has **three (3) bedroom(s)**, **three (3) bathroom(s)**, a living area and a kitchen and contains approximately **one thousand six hundred twenty-six (1,626) square feet** of living area. There are **eight (8) CONDOMINIUM RESIDENTIAL UNITS-TYPE "A"** in the **BUILDING**.

CONDOMINIUM RESIDENTIAL UNITS-TYPE "B" are residential **UNITS** as provided in this **AGREEMENT** and are designated on the **REVISED PLANS** as **CONDOMINIUM RESIDENTIAL UNITS-TYPE "B"**. Each **CONDOMINIUM RESIDENTIAL UNIT-TYPE "B"** has **three (3) bedroom(s)**, **three (3) bathroom(s)**, a living area and a kitchen and contains approximately **one thousand six hundred twenty-six (1,626) square feet** of living area. There are **sixteen (16) CONDOMINIUM RESIDENTIAL UNITS-TYPE "B"** in the **BUILDING**.

CONDOMINIUM RESIDENTIAL UNITS-TYPE "C" are residential **UNITS** as provided in this **AGREEMENT** and are designated on the **REVISED PLANS** as **CONDOMINIUM RESIDENTIAL UNITS-TYPE "C"**. Each **CONDOMINIUM RESIDENTIAL UNIT-TYPE "C"** has **three (3) bedroom(s)**, **three (3) bathroom(s)**, a living area, study and a kitchen and contains approximately **one thousand eight hundred forty-six (1,846) square feet** of living area. There are **four (4) CONDOMINIUM RESIDENTIAL UNITS-TYPE "C"** in the **BUILDING**.

D. DESIGNATION OF UNITS, OWNERS AND MORTGAGEES. The **BUILDING** described in the **DECLARATION** and the **twenty-one (21) UNITS** depicted on the **PLANS** were destroyed by storm and demolished and removed from the **CONDOMINIUM PROPERTY**. The **twenty-one (21) UNITS** depicted on the **PLANS** will not be reconstructed, but in lieu thereof, the **twenty-eight (28) UNITS** depicted on the **REVISED PLANS** will be constructed by the **ASSOCIATION** in accordance with the terms and conditions of this **AGREEMENT**.

Upon substantial completion of the **twenty-eight (28) UNITS** described in this **AGREEMENT** and depicted on the **REVISED PLANS** as evidenced by the filing of the **SUBSEQUENT AMENDMENT** as provided for in this **AGREEMENT**, each **UNIT OWNER** shall be the fee simple **OWNER** of the **UNIT** designated in this **Paragraph D**, and depicted on the **REVISED PLANS**. Each **UNIT OWNER** does release any right, title or interest in the **UNIT** described in the deed to said **UNIT OWNER** and shall hold in substitution the fee simple title to the **UNIT** described in this **Paragraph D**.

Each **MORTGAGEE** does release the **UNIT** described in the mortgage to each **MORTGAGOR** and shall hold in substitution the **UNIT** described in this **Paragraph D**. All

MORTGAGEES of all **UNITS** consent to the fee simple ownership of each **UNIT** as provided for in this **Paragraph D.**

Each of the **twenty-eight (28) UNITS** depicted on the **REVISED PLANS** shall be assigned a number and letter which is indicated on the **REVISED PLANS** which number and letter will amend **Paragraph 4.05.** of the **DECLARATION** upon the recording of the **SUBSEQUENT AMENDMENT.** The legal description of each **UNIT** depicted on the **REVISED PLANS** shall consist of the identifying number and letter shown on the **REVISED PLANS** and the book and page number where the **DECLARATION,** this **AMENDMENT** and the **SUBSEQUENT AMENDMENT** are recorded in the **OFFICE OF THE JUDGE OF PROBATE OF BALDWIN COUNTY, ALABAMA.** The description and location of each of the **twenty-eight (28) UNITS** and the appurtenances shall be determined with the aid of the **REVISED PLANS.** The **UNIT** boundaries are determined as provided in **ARTICLE I (23)** of the **DECLARATION.** The following are the **UNIT** numbers, **OWNERS** and **MORTGAGEES** of each of the **twenty-eight (28) UNITS:**

<u>UNIT NUMBER</u>	<u>OWNER</u>	<u>MORTGAGEES</u>
1A	WAJD, INC., a Corporation	NONE
1B	ROGER D. MOORE and JUDIE MOORE, husband and wife (title to be held the same as set out in WARRANTY DEED from BRIAN K. LAWTON and wife, SHERRY L. LAWTON, to ROGER D. MOORE and JUDIE MOORE dated August 4, 1995 and recorded August 11, 1995 in Real Property Book 641, Pages 961 through 963).	NONE
1C	JAMES A. EARLY and I. DIANNE EARLY, husband and wife (title to be held the same as set out in WARRANTY DEED from MARLIN KEY DEVELOPMENT, INC., an Alabama Corporation to JAMES A. EARLY and I. DIANNE EARLY dated August 18, 1995 and recorded August 24, 1995 in Real Property Book 643, Pages 710 through 713.	Mortgage from JAMES A. EARLY and I. DIANNE EARLY to HERITAGE BANK dated July 5, 1996 and recorded July 24, 1996 in Real Property Book 700, Pages 784 through 793.
1D	JAMES C. COBERN and MARTHA C. COBERN, husband and wife, SHELTON PARK MIMS and KIM COBERN MIMS, husband and wife, and KEITH R. WATERS and M. KIT WATERS, husband and wife (title to be held the same as set out in WARRANTY DEED from MARLIN KEY DEVELOPMENT, INC., an Alabama Corporation to JAMES C. COBERN, MARTHA C. COBERN,	NONE

- SHELTON PARK MIMS,
KIM COBERN MIMS,
KEITH R. WATERS and
M. KIT WATERS** dated **July 10, 1995** and recorded **July 14, 1995** in **Real Property Book 637, Pages 411 through 414**).
- 1E** **JIMMY B. BERRYHILL and
RACHEL N. BERRYHILL,**
husband and wife
(title to be held the same as
set out in **WARRANTY DEED**
from **WARREN GOTTSEGEN**
and **REBECCA GOTTSEGEN**
to **JIMMY B. BERRYHILL** and
RACHEL N. BERRYHILL dated
July 26, 1997 and recorded
August 6, 1997 in **Real Property
Book 769, Pages 70 through 72**).
- Mortgage** from **JIMMY B. BERRYHILL**
and **RACHEL N. BERRYHILL** to
REGIONS MORTGAGE, INC. dated **July 26, 1997** and recorded **August 6, 1997** in
Real Property Book 769, Pages 73
through **87**.
- 1F** **ALL OWNERS** **NONE**
- 1G** **GEORGE T. KOULIANOS,**
a married man, and
KATHERINE C. FRANGOS, a
married woman
(title to be held the same as
set out in **WARRANTY DEED**
from **MARLIN KEY
DEVELOPMENT, INC.,** an
Alabama Corporation to
GEORGE T. KOULIANOS and
KATHERINE C. FRANGOS
dated **June 29, 1995** and
recorded **July 14, 1995** in
**Real Property Book 637,
Pages 581 through 584**).
- 2A** **HOWARD L. STRASINGER**
and **SUSAN K. STRASINGER,**
husband and wife
(title to be held the same as
set out in **WARRANTY DEED**
from **MARLIN KEY
DEVELOPMENT, INC.,** an
Alabama Corporation to
HOWARD L. STRASINGER
and **SUSAN K. STRASINGER**
dated **July 14, 1995** and
recorded **July 27, 1995** in
**Real Property Book 639,
Pages 738 through 741**).
- Mortgage** from **HOWARD L.
STRASINGER** and **SUSAN K.
STRASINGER** to **REGIONS MORTGAGE,
INC.** dated **December 27, 1996** and
recorded **January 9, 1997** in **Real
Property Book 730, Pages 191 through
199**.
- 2B** **CHARLES R. VENABLE,**
a married man **NONE**
- 2C** **GARRY SCHISLER** and
LINDA SCHISLER,
husband and wife
(title to be held the same as
set out in **WARRANTY DEED**
from **CHARLES B. OGLE**
and **VIRGINIA W. OGLE** to
- Mortgage** from **GARRY M. SCHISLER**
and **LINDA LEE SCHISLER** to
REAL ESTATE FINANCING, INC.
dated **June 30, 1995** and recorded **July 14,
1995** in **Real Property Book 637, Pages
513 through 524**; said **Mortgage** being
modified by instrument dated **January 30,**

	GARRY SCHISLER and LINDA SCHISLER dated June 30, 1995 and recorded July 14, 1995 in Real Property Book 637, Pages 509 through 512).	1998 and recorded February 13, 1998 in Real Property Book 803, Pages 1700 through 1701.
2D	ALL OWNERS	NONE
2E	DONALD G. WRIGHT and CATHERINE S. WRIGHT, husband and wife (title to be held the same as set out in WARRANTY DEED from DON A. SMITH and RACHEL C. SMITH to DONALD G. WRIGHT and CATHERINE S. WRIGHT dated July 13, 1995 and recorded July 21, 1995 in Real Property Book 638, Pages 747 through 750).	NONE
2F	DAVIS M. BROWN and SHARON H. BROWN, husband and wife, and MARGARET V. BROWN, married woman (title to be held the same as set out in WARRANTY DEED from MARLIN KEY DEVELOPMENT, INC., an Alabama Corporation to DAVIS M. BROWN, SHARON H. BROWN, JULIAN BROWN and MARGARET V. BROWN dated July 10, 1995 and recorded July 14, 1995 in Real Property Book 637, Pages 398 through 401; and as conveyed by WARRANTY DEED from JULIAN BROWN and MARGARET V. BROWN to MARGARET V. BROWN dated July 14, 1998 and recorded August 10, 1998 in Real Property Book 845, Pages 1627 through 1631).	Mortgage from DAVIS M. BROWN, SHARON H. BROWN, JULIAN BROWN and MARGARET V. BROWN to NORTH AMERICAN MORTGAGE COMPANY DBA NORTH AMERICAN MORTGAGE COMPANY, INC. dated July 10, 1995 and recorded July 14, 1995 in Real Property Book 637, Pages 402 through 410; said Mortgage being assigned to CITICORP MORTGAGE, INC. by instrument dated January 25, 1996 and recorded January 28, 1996 in Real Property Book 677, Page 755.
2G	DAVID LEE SMITH and DONNA KERNS SMITH, husband and wife (title to be held the same as set out in WARRANTY DEED from A & R SUPPLY AND SPECIALTY CO., a Mississippi Corporation to DAVID LEE SMITH and DONNA KERNS SMITH dated June 30, 1995 and recorded July 27, 1995 in Real Property Book 639, Pages 728 through 731).	Mortgage from DAVID L. SMITH and DONNA K. SMITH to FARMERS & MERCHANTS BANK dated June 26, 1995 and recorded July 27, 1995 in Real Property Book 639, Pages 732 through 737.
3A	ALL OWNERS	NONE

3B	CHARLES W. LAWLER, a single man	NONE
3C	ALL OWNERS	NONE
3D	Estate of GILBERT HUTCHINSON, deceased	NONE
3E	JOHN J. BEAUCHAMP and MARY ANNE LACASSE BEAUCHAMP, also known as MARY ANN LACASSE BEAUCHAMP, husband and wife (title to be held the same as set out in WARRANTY DEED from MARLIN KEY DEVELOPMENT, INC. , an Alabama Corporation to JOHN J. BEAUCHAMP and MARY ANN LACASSE BEAUCHAMP dated July 17, 1995 and recorded July 21, 1995 in Real Property Book 638, Pages 778 through 781).	Mortgage from MARY ANNE LACASSE BEAUCHAMP and JOHN J. BEAUCHAMP to NORTH AMERICAN MORTGAGE COMPANY, DBA NORTH AMERICAN MORTGAGE COMPANY, INC. dated July 17, 1995 and recorded July 21, 1995 in Real Property Book 638, Pages 782 through 790; said Mortgage being assigned to CHEMICAL RESIDENTIAL MORTGAGE CORP. by instrument dated March 21, 1996 and recorded April 11, 1996 in Real Property Book 679, Page 1801. CHEMICAL RESIDENTIAL MORTGAGE CORPORATION has changed its name to CHASE MANHATTAN MORTGAGE CORPORATION by Amended and Restated Certificate of Incorporation dated February 29, 1996 and recorded April 1, 1996 in the Office of the Secretary of the State of New Jersey.
3F	RICHTER BEACH PROPERTY LIMITED LIABILITY COMPANY, a Limited Liability Company and PERDIDO BEACH PROPERTIES LTD. , an Ohio Limited Liability Company (title to be held the same as set out in WARRANTY DEED from MARLIN KEY DEVELOPMENT, INC. , an Alabama Corporation to RICHARD C. HARMEYER, RUTH C. HARMEYER, JACK A. RICHTER and MARY T. RICHTER dated July 13, 1995 and recorded July 21, 1995 in Real Property Book 638, Pages 730 through 733 and as transferred in QUITCLAIM DEED from RICHARD C. HARMEYER and RUTH C. HARMEYER to PERDIDO BEACH PROPERTIES, LTD. , an Ohio Limited Liability Company dated July 9, 1996 and recorded July 30, 1996 in Real Property Book 701, Pages 777 through 782 and as conveyed in WARRANTY DEED from JACK A. RICHTER and MARY T. RICHTER to RICHTER BEACH PROPERTY LIMITED LIABILITY COMPANY, a Limited Liability Company dated January 22,	Mortgage from RICHARD C. HARMEYER, RUTH C. HARMEYER, JACK A. RICHTER and MARY T. RICHTER to FIRST ALABAMA BANK dated July 13, 1995 and recorded July 21, 1995 in in Real Property Book 638, Pages 734 through 738.

1999 and recorded April 16, 1999 as Instrument Number 488458).

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| 3G | ALL OWNERS | NONE |
| 4A | EARLE H. WILKES ,
a married woman,
MARTHA W. TUCKER and
MYLAN S. TUCKER ,
wife and husband
(title to be held the same as
set out in WARRANTY DEED
from WILLIAM L. BELLANDE
to EARLE H. WILKES , MYLAN
S. TUCKER and MARTHA W.
TUCKER dated July 18, 1996
and recorded July 25, 1996 in
Real Property Book 700 ,
Pages 1479 through 1482). | Mortgage from H. KENNETH WILKES
and EARLE H. WILKES and MYLAN S.
TUCKER and MARTHA W. TUCKER
to COLONIAL BANK dated July 18, 1996
and recorded July 25, 1996 in Real
Property Book 700 , Pages 1483 through
1489 . |
| 4B | ALL OWNERS | NONE |
| 4C | CHARLES J. LOWERY
PENNY F. LOWERY ,
husband and wife
(title to be held the same as
set out in WARRANTY DEED
from R.A. LAMBERT, INC. , a
Corporation to CHARLES J.
LOWERY and PENNY F.
LOWERY dated April 30,
1996 and recorded May 6, 1996
in Real Property Book 684 ,
Pages 1117 through 1120). | Mortgage from CHARLES J. LOWERY and
PENNY F. LOWERY to CROSSLAND
MORTGAGE CORP. dated April 25, 1996
and recorded May 6, 1996 in Real Property
Book 684 , Pages 1121 through 1132 ; said
Mortgage being re-recorded May 23, 1996 in
Real Property Book 688 , Pages 666
through 677 . |
| 4D | BENNIE EVANS, JR.
and SHARON EVANS ,
husband and wife
(title to be held the same as
set out in WARRANTY DEED
from RADNEY H. TUCKER
and BEVERLY TUCKER to
BENNIE EVANS, JR. and
SHARON EVANS dated
August 31, 1995 and
recorded September 7, 1995
in Real Property Book 645 ,
Pages 1077 through 1080). | NONE |
| 4E | ALL OWNERS | NONE |
| 4F | LAWRENCE C. RICH
and CHARLA E. RICH ,
husband and wife
(title to be held the same as
set out in WARRANTY DEED
from BOBBY WARNER to
LAWRENCE C. RICH and
CHARLA E. RICH dated July
14, 1995 and recorded July 21,
1995 in Real Property Book
638 , Pages 755 through 758). | Mortgage by LAWRENCE C. RICH and
CHARLA E. RICH to FIDELITY FINANCIAL
GROUP, INC. dated July 14, 1995 and
recorded July 21, 1995 in Real Property
Book 638 , Pages 759 through 768 ; said
Mortgage being assigned to THE
PRUDENTIAL HOME MORTGAGE
COMPANY, INC. by instrument dated
July 13, 1995 and recorded July 21, 1995
in Real Property Book 638 , Pages 769
through 770 ; and being further assigned to
NORWEST MORTGAGE, INC. , a
California Corporation by instrument dated |

4G RUSSELL L. IRBY and PAULA F. IRBY, husband and wife (title to be held the same as set out in WARRANTY DEED from MARLIN KEY DEVELOPMENT, INC., an Alabama Corporation to RUSSELL L. IRBY and PAULA F. IRBY dated June 30, 1995 and recorded July 14, 1995 in Real Property Book 637, Pages 548 through 551). NONE

E. INTEREST IN COMMON ELEMENTS. Upon the recording of the SUBSEQUENT AMENDMENT as provided for in this AGREEMENT, the percentage of undivided interest of each of the twenty-eight (28) UNITS depicted on the REVISED PLANS in the COMMON ELEMENTS shall be equal. Each of the twenty-eight (28) UNITS depicted on the REVISED PLANS shall have, as an appurtenance to each UNIT, an equal and undivided interest in the COMMON ELEMENTS in the CONDOMINIUM. Each of the twenty-eight (28) UNITS in the CONDOMINIUM shall have an equal percentage for purposes of percentage of ownership in the COMMON ELEMENTS, percentage of COMMON EXPENSES, percentage of COMMON SURPLUS and voting on all matters requiring action by the OWNERS. The ownership interest in the COMMON ELEMENTS shall be an undivided interest. No UNIT OWNER shall bring any action for partition or division of the COMMON ELEMENTS. The ownership interest in the COMMON ELEMENTS shall not be conveyed, transferred, encumbered or otherwise affected separate from the ownership of the UNIT, and any agreement to the contrary shall be void.

F. BUDGET AND ASSESSMENTS FOR CONSTRUCTION. OWNERS approve the budget for construction of the CONDOMINIUM IMPROVEMENTS and ASSESSMENT approved by the BOARD OF DIRECTORS of the ASSOCIATION. The ASSESSMENT is levied against the twenty-one (21) UNITS described in the DECLARATION and depicted on the PLANS in the amount of THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00) per UNIT to provide funds for the payment of the estimated costs to construct the CONDOMINIUM IMPROVEMENTS depicted on the REVISED PLANS. The total amount of the ASSESSMENT levied by the BOARD OF DIRECTORS and approved by the OWNERS is SEVEN HUNDRED THIRTY-FIVE THOUSAND DOLLARS (\$735,000.00). The ASSESSMENT shall be due and payable to the ASSOCIATION in one (1) lump sum payment within thirty (30) days after written notice is given from the BOARD OF DIRECTORS to each UNIT OWNER that the ASSESSMENT is due and payable.

G. OFFERING STATEMENT AND SALE OF UNIT 1F, UNIT 2D, UNIT 3A, UNIT 3C, UNIT 3G, UNIT 4B AND UNIT 4E. Pursuant to the provisions of Ala. Code 1975, §35-8A-402(b), OWNERS transfer to the BOARD OF DIRECTORS of the ASSOCIATION responsibility for preparation of the OFFERING STATEMENT required by Ala. Code 1975, §35-8A-403. The BOARD OF DIRECTORS of the ASSOCIATION accepts the responsibility for the preparation of the OFFERING STATEMENT. OWNERS authorize the BOARD OF DIRECTORS of the ASSOCIATION to market for sale UNIT 1F, UNIT 2D, UNIT 3A, UNIT 3C, UNIT 3G, UNIT 4B and UNIT 4E ("UNSOLD UNITS") for a sales price for each UNSOLD UNIT as follows:

<u>UNSOLD UNITS</u>	<u>SALES PRICE</u>
UNIT 1F	\$255,000.00
UNIT 2D	\$301,750.00
UNIT 3A	\$263,500.00
UNIT 3C	\$255,000.00
UNIT 3G	\$276,250.00

UNIT 4B	\$255,000.00
UNIT 4E	\$255,000.00

The **BOARD OF DIRECTORS** of the **ASSOCIATION** is not authorized to execute any contracts for the sale of the **UNSOLD UNITS** nor any deeds of conveyance of the **UNSOLD UNITS**. All **UNIT OWNERS** must execute any contract for sale or deed of conveyance for any **UNSOLD UNIT**. A duly authorized representative of the **BOARD OF DIRECTORS** of the **ASSOCIATION** shall be authorized to execute all other documents customarily required to be executed at a closing of the sale of a condominium unit.

The **BOARD OF DIRECTORS** of the **ASSOCIATION** shall act as agent for all **UNIT OWNERS** in the sale of the **UNSOLD UNITS**. All proceeds received by the **ASSOCIATION** in connection with the sale of the **UNSOLD UNITS** shall be deposited in the general account of the **ASSOCIATION** to be held by the **ASSOCIATION** for the benefit of all of the **twenty-eight (28) UNIT OWNERS** in accordance with **Ala. Code 1975, §35-8A-101 et seq.** It is contemplated that the proceeds received by the **ASSOCIATION** in connection with the sale of the **UNSOLD UNITS** shall be used to pay the debt provided for in **Paragraph A. 3.** of this **AGREEMENT** or to remain in the general account of the **ASSOCIATION** as the sole property of the **ASSOCIATION** to be held by the **ASSOCIATION** for the **UNIT OWNERS** and used and expended in any manner authorized by the **BOARD OF DIRECTORS**.

H. USE OF UNSOLD UNITS BY ASSOCIATION. **ASSOCIATION**, as agent for **OWNERS**, may make such use of the **UNSOLD UNITS** and of the common areas and facilities as may facilitate the sale of said **UNITS**, including, but not limited to, showing of the **UNITS** and the display of signs. **ASSOCIATION** may maintain sales offices, management offices, leasing and operations offices, and models in any **UNSOLD UNIT** or on **COMMON ELEMENTS** in the **CONDOMINIUM** without restriction as to the number, size or location of said sales offices, management offices, leasing and operations offices and models. **ASSOCIATION** shall be permitted to relocate said sales offices, management offices, leasing and operations offices and models from one **UNIT** location to another or from one area of the **COMMON ELEMENTS** to another area of the **COMMON ELEMENTS** in the **CONDOMINIUM**. **ASSOCIATION** may maintain signs on the **COMMON ELEMENTS** advertising the **CONDOMINIUM**.

I. ADDITIONAL AMENDMENTS TO DECLARATION AND AMENDMENT TO BY-LAWS.

1. **Paragraph 6.04.** of the **DECLARATION** shall be amended effective upon the recording of the **SUBSEQUENT AMENDMENT** to provide that the aggregate number of **VOTES** for all **MEMBERS** shall be **twenty-eight (28)** and that each **UNIT** shall be entitled to **one (1) VOTE**.

2. **Paragraph 7.07.** of the **DECLARATION** is amended to provide as follows:

7.07. Completion of Improvements. Until such time as the **ASSOCIATION** has completed the construction of the **CONDOMINIUM IMPROVEMENTS** and sold all of the **UNSOLD UNITS**, or any amenities associated therewith, neither the **UNIT OWNERS** nor the users of the **CONDOMINIUM PROPERTY** shall interfere with the completion of the planned improvements or the sale of the **UNSOLD UNITS**. The **ASSOCIATION** may make such use of the **UNSOLD UNITS** and common areas as may facilitate such completion and sale.

3. **Paragraph 7.10.(12)** of the **DECLARATION** shall be amended effective upon the recording of the **SUBSEQUENT AMENDMENT** to provide that at least **one (1)** automobile parking space shall be made available to each **UNIT**. **PROVIDED, HOWEVER**, there are only **twenty-six (26)** covered parking spaces located under the **BUILDING** and not all **OWNERS** of **UNITS** will be assigned a covered parking space on the ground level parking area under the **BUILDING** as depicted on the **REVISED PLANS**. In all other respects, **Paragraph 7.10.(12)** of the **DECLARATION** remains unchanged.

4. **EXHIBIT "C"** attached to the **DECLARATION** is amended to provide that the **DECLARATION** shall be amended effective upon the recording of the **SUBSEQUENT AMENDMENT** to provide for the **twenty-eight (28) UNITS** described in the **AGREEMENT**.

5. Paragraph 6.01, of the **BY-LAWS** shall be amended effective upon the recording of the **SUBSEQUENT AMENDMENT** to provide that the aggregate number of **VOTES** for all **MEMBERS** shall be **twenty-eight (28)**.

J. CONSENT BY MORTGAGEES. Each **MORTGAGEE** consents to the terms, conditions and provisions of this **AGREEMENT**.

K. MISCELLANEOUS.

1. AMENDMENT, INTENT AND CONFLICT. It is the intent of this **AMENDMENT** to amend the **DECLARATION** and to comply with **Ala. Code 1975, §35-8A-101 et seq.** known as the **ALABAMA UNIFORM CONDOMINIUM ACT OF 1991**. In the event of any conflict by and among this **AGREEMENT** and the **DECLARATION** this **AGREEMENT** shall be taken to govern and control. Any provision of the **DECLARATION** which is not amended by this **AGREEMENT** shall remain unchanged and continue in full force and effect.

2. COVENANTS, CONDITIONS AND RESTRICTIONS. All provisions of this **AGREEMENT** shall, to the extent applicable and unless otherwise expressly provided in this **AGREEMENT** to the contrary, be perpetual and be construed to be covenants running with the land and with every part and interest in said land; and all of the provisions of this **AGREEMENT** shall be binding on and inure to the benefit of **ASSOCIATION** and of any **OWNER** and their heirs, executors, administrators, legal representatives, personal representatives, successors and assigns, but said provisions are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public.

3. SEVERABILITY. The invalidity in whole or in part of any covenant or restriction or any paragraph, subparagraph, sentence, clause, phrase, word or other provision of this **AGREEMENT**, as the same may be amended from time to time, or the invalidity in whole or in part of the application of any such covenant, restriction, paragraph, subparagraph, sentence, clause, phrase, word or other provision shall not affect the remaining portion of this **AGREEMENT**.

4. GOVERNING LAW. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this **AGREEMENT** such dispute or litigation shall be governed by the **Laws** of the **STATE OF ALABAMA**.

5. ARBITRATION. This **AGREEMENT** is made pursuant to a transaction affecting interstate commerce and shall be governed by **The Federal Arbitration Act, 9 U.S.C. §1, et seq.** Any controversy or claim arising out of or relating to this **AGREEMENT**, or the breach of this **AGREEMENT**, shall be settled by arbitration in accordance with the commercial arbitration rules of the **American Arbitration Association**, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

6. WAIVER. No provisions contained in this **AGREEMENT** shall be deemed to have been waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

7. RATIFICATION. Each **UNIT OWNER**, by reason of having acquired ownership of a **UNIT** in the **CONDOMINIUM**, whether by purchase, gift, operation of law, or otherwise, shall be deemed to have acknowledged and agreed that all the provisions of this **AGREEMENT** are binding on the **CONDOMINIUM**.

8. CALCULATION OF TIME PERIODS. Unless otherwise specified, in computing any period of time described in this **AGREEMENT**, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a **Saturday, Sunday** or legal holiday, in which event the period shall run until the end of the next day which is neither a **Saturday, Sunday** or legal holiday.

9. CAPTIONS. The captions used in this **AGREEMENT** are inserted solely as a matter of convenience and reference and shall not be relied on and/or used in construing the effect or meaning of any of the text of this **AGREEMENT**.

10. **AUTHORITY.** This **AGREEMENT** has been executed by each of the undersigned with full authority. Each of the undersigned have full legal authority, right and power to execute, deliver and perform each of their obligations under this **AGREEMENT**.

11. **ENTIRE AGREEMENT.** This **AGREEMENT** constitutes the entire agreement between the parties pertaining to the subject matter contained in this **AGREEMENT** and fully supersedes all prior agreements and understandings and negotiations are merged in this **AGREEMENT**. This **AGREEMENT** constitutes the only evidence necessary to prove the agreements between the parties.

12. **COUNTERPARTS.** This **AGREEMENT** may be executed in several counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only **one (1)** such counterpart in proving this **AGREEMENT**.

13. **RATIFICATION.** Each **OWNER** and each **MORTGAGEE** by reason of having signed this **AGREEMENT**, shall be deemed to have acknowledged and agreed that all of the provisions of this **AGREEMENT** are fair and reasonable in all material respects.

14. **HOMESTEAD.** Each **OWNER**, other than **HOWARD L. STRASINGER** and **SUSAN K. STRASINGER**, represents and covenants that the **UNIT** owned by said **OWNER** does not constitute homestead property within the meaning of **Ala. Code 1975, §6-10-3**. **HOWARD L. STRASINGER** and **SUSAN K. STRASINGER** occupied their **UNIT** as their homestead prior to the destruction, demolition and removal of the **UNIT**.

IN WITNESS WHEREOF, ASSOCIATION, OWNERS and MORTGAGEES have each executed this **AGREEMENT** or caused this **AGREEMENT** to be executed on the date set opposite their signature.

MARLIN KEY CONDOMINIUM OWNERS ASSOCIATION, INC., an Alabama Not For Profit Corporation

BY: _____
JAMES EARLY
Its: **President**

ATTEST:

BY: _____
DAVE BROWN
Its: **Secretary**

(CORPORATE SEAL)

EXECUTED by the **ASSOCIATION**
on this _____ day of _____, 1999.

OWNERS:
OWNER UNIT 1A
WAJD, INC., a Corporation

By: _____
Its:

(CORPORATE SEAL)

EXECUTED by the **OWNER**
UNIT 1A on this _____
day of _____, 1999.

(SEAL)
ROGER D. MOORE
OWNER UNIT 1B

EXECUTED by the **OWNER**
UNIT 1B on this _____
day of _____, 1999.

(SEAL)
JUDIE MOORE
OWNER UNIT 1B

EXECUTED by the **OWNER**
UNIT 1B on this _____
day of _____, 1999.

(SEAL)
JAMES A. EARLY
OWNER UNIT 1C

EXECUTED by the **OWNER**
UNIT 1C on this _____
day of _____, 1999.

(SEAL)
I. DIANNE EARLY
OWNER UNIT 1C

EXECUTED by the **OWNER**
UNIT 1C on this _____
day of _____, 1999.

MORTGAGEE UNIT 1C:

HERITAGE BANK

BY: _____

Its:

EXECUTED by the **MORTGAGEE**
UNIT 1C on this _____
day of _____, 1999.

(SEAL)
JAMES C. COBERN
OWNER UNIT 1D

EXECUTED by the **OWNER**
UNIT 1D on this _____
day of _____, 1999.

(SEAL)
MARTHA C. COBERN
OWNER UNIT 1D

EXECUTED by the **OWNER**
UNIT 1D on this _____
day of _____, 1999.

(SEAL)
SHELTON PARK MIMS
OWNER UNIT 1D

EXECUTED by the **OWNER**
UNIT 1D on this _____
day of _____, 1999.

EXECUTED by the OWNER
UNIT 1D on this _____
day of _____, 1999.

KIM COBERT MIMS
OWNER UNIT 1D (SEAL)

EXECUTED by the OWNER
UNIT 1D on this _____
day of _____, 1999.

KEITH R. WATERS
OWNER UNIT 1D (SEAL)

EXECUTED by the OWNER
UNIT 1D on this _____
day of _____, 1999.

M. KIT WATERS
OWNER UNIT 1D (SEAL)

EXECUTED by the OWNER
UNIT 1E on this _____
day of _____, 1999.

JIMMY B. BERRYHILL
OWNER UNIT 1E (SEAL)

EXECUTED by the OWNER
UNIT 1E on this _____
day of _____, 1999.

RACHEL N. BERRYHILL
OWNER UNIT 1E (SEAL)

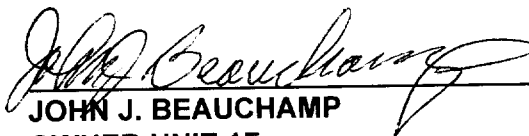
MORTGAGEE UNIT 1E, UNIT 2A, UNIT 2C:

REGIONS MORTGAGE, INC., formerly
known as REAL ESTATE FINANCING,
INC.

BY: _____


Its:

EXECUTED by the MORTGAGEE
UNIT 1E, UNIT 2A, UNIT 2C
on this ___ day of _____, 1999.



JOHN J. BEAUCHAMP
OWNER UNIT 1F (SEAL)

EXECUTED by the OWNER
UNIT 1F on this 10
day of September, 1999.



MARY ANNE LECASSE BEAUCHAMP
also known as MARY ANN LACASSE BEAUCHAMP
OWNER UNIT 1F (SEAL)

EXECUTED by the OWNER
UNIT 1F on this 10
day of September, 1999.

MORTGAGEE UNIT 1F:

CHASE MANHATTAN MORTGAGE CORPORATION

BY: Monte K. Chapman
MONTE K CHAPMAN
Its: SVP

EXECUTED by the MORTGAGEE
UNIT 1F on this 27th
day of AUGUST, 1999.

(SEAL)
GEORGE T. KOULIANOS
OWNER UNIT 1G

EXECUTED by the OWNER
UNIT 1G on this _____
day of _____, 1999.

(SEAL)
KATHERINE C. FRANGOS
OWNER UNIT 1G

EXECUTED by the OWNER
UNIT 1G on this _____
day of _____, 1999.

(SEAL)
HOWARD L. STRASINGER
OWNER UNIT 2A

EXECUTED by the OWNER
UNIT 2A on this _____
day of _____, 1999.

(SEAL)
SUSAN K. STRASINGER
OWNER UNIT 2A

EXECUTED by the OWNER
UNIT 2A on this _____
day of _____, 1999.

(SEAL)
CHARLES R. VENABLE
OWNER UNIT 2B

EXECUTED by the OWNER
UNIT 2B on this _____
day of _____, 1999.

(SEAL)
GARRY SCHISLER
OWNER UNIT 2C

EXECUTED by the OWNER
UNIT 2C on this _____
day of _____, 1999.

(SEAL)
LINDA SCHISLER
OWNER UNIT 2C

EXECUTED by the OWNER
UNIT 2C on this _____
day of _____, 1999.

(SEAL)
MONYA WILSON HUTCHINSON PAUL
individually and as EXECUTOR of the
ESTATE OF GILBERT HUTCHINSON,
deceased
OWNER UNIT 2D

EXECUTED by the OWNER
UNIT 2D on this _____
day of _____, 1999.

EXECUTED by the OWNER
UNIT 2E on this _____
day of _____, 1999.

DONALD G. WRIGHT
OWNER UNIT 2E (SEAL)

EXECUTED by the OWNER
UNIT 2E on this _____
day of _____, 1999.

CATHERINE S. WRIGHT
OWNER UNIT 2E (SEAL)

EXECUTED by the OWNER
UNIT 2F on this _____
day of _____, 1999.

DAVIS M. BROWN
OWNER UNIT 2F (SEAL)

EXECUTED by the OWNER
UNIT 2F on this _____
day of _____, 1999.

SHARON H. BROWN
OWNER UNIT 2F (SEAL)

EXECUTED by the OWNER
UNIT 2F on this _____
day of _____, 1999.

MARGARET V. BROWN
OWNER UNIT 2F (SEAL)

EXECUTED by the MORTGAGEE
UNIT 2F on this _____
day of _____, 1999.

MORTGAGEE UNIT 2F:

CITICORP MORTGAGE, INC.

BY: _____

Its:

EXECUTED by the OWNER
UNIT 2G on this _____
day of _____, 1999.

DAVID LEE SMITH
OWNER UNIT 2G (SEAL)

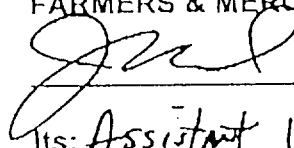
EXECUTED by the OWNER
UNIT 2G on this _____
day of _____, 1999.

DONNA KERNS SMITH
OWNER UNIT 2G (SEAL)

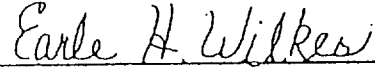
MORTGAGEE UNIT 2G and UNIT 3A:

~~COLONIAL BANK, formerly known as~~
FARMERS & MERCHANTS BANK

BY:


Its: Assistant U.P.

EXECUTED by the MORTGAGEE
UNIT 2G and UNIT 3A
on this _____ day of _____, 1999.


EARLE H. WILKES (SEAL)
OWNER UNIT 3A

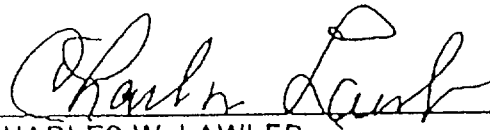
EXECUTED by the OWNER
UNIT 3A on this 1st
day of September, 1999.

MYLAN S. TUCKER (SEAL)
OWNER UNIT 3A

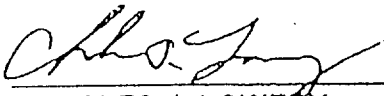
EXECUTED by the OWNER
UNIT 3A on this _____
day of _____, 1999.

MARTHA W. TUCKER (SEAL)
OWNER UNIT 3A

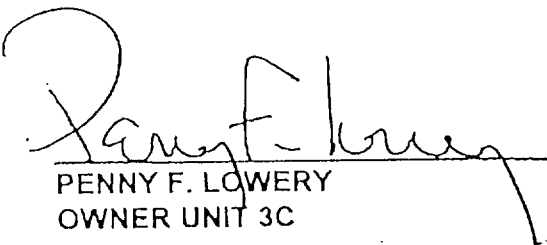
EXECUTED by the OWNER
UNIT 3A on this _____
day of _____, 1999.


CHARLES W. LAWLER (SEAL)
OWNER UNIT 3B

EXECUTED by the OWNER
UNIT 3B on this _____
day of Sept, 1999.


CHARLES J. LOWERY (SEAL)
OWNER UNIT 3C

EXECUTED by the OWNER
UNIT 3C on this 10th
day of Sept, 1999.

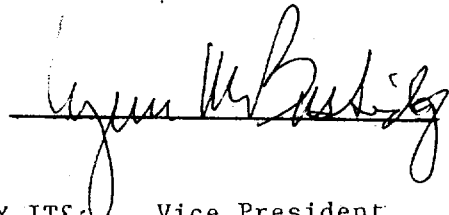

PENNY F. LOWERY (SEAL)
OWNER UNIT 3C

EXECUTED by the OWNER
UNIT 3C on this 8th
day of Sept, 1999.

MORTGAGEE UNIT 3C:

CROSSLAND MORTGAGE CORP.

BY:



BY ITS: Vice President

EXECUTED by the MORTGAGEE
UNIT 3C on this 15
day of Nov, 1999.

EXECUTED by the OWNER
UNIT 3D on this _____
day of _____, 1999.

BENNIE EVANS, JR.
OWNER UNIT 3D (SEAL)

EXECUTED by the OWNER
UNIT 3D on this _____
day of _____, 1999.

SHARON EVANS
OWNER UNIT 3D (SEAL)

OWNER UNIT 3E:

RICHTER BEACH PROPERTY LIMITED
LIABILITY COMPANY, a
Limited Liability Company

By: _____

Its:

EXECUTED by the OWNER
UNIT 3E on this _____
day of _____, 1999.

OWNER UNIT 3E:

PERDIDO BEACH PROPERTIES, LTD., an
Ohio Limited Liability Company

By: _____

Its:

EXECUTED by the OWNER
UNIT 3E on this _____
day of _____, 1999.

MORTGAGEE UNIT 3E:

REGIONS BANK, formerly known as
FIRST ALABAMA BANK

By: _____

Its:

EXECUTED by the MORTGAGEE
UNIT 3E on this _____
day of _____, 1999.

LAWRENCE C. RICH
OWNER UNIT 3F (SEAL)

EXECUTED by the OWNER
UNIT 3F on this _____
day of _____, 1999.

CHARLA E. RICH
OWNER UNIT 3F (SEAL)

EXECUTED by the OWNER
UNIT 3F on this _____
day of _____, 1999.

MORTGAGEE UNIT 3F:

**NORWEST MORTGAGE, INC., a
California Corporation**

By: _____

Its:

**EXECUTED by the MORTGAGEE
UNIT 3F on this _____
day of _____, 1999.**

**RUSSELL L. IRBY
OWNER UNIT 3G** (SEAL)

**EXECUTED by the OWNER
UNIT 3G on this _____
day of _____, 1999.**

**PAULA F. IRBY
OWNER UNIT 3G** (SEAL)

**EXECUTED by the OWNER
UNIT 3G on this _____
day of _____, 1999.**

STATE OF ALABAMA :

COUNTY OF BALDWIN :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **JAMES EARLY**, whose name as **President** of **MARLIN KEY CONDOMINIUM OWNERS ASSOCIATION, INC., an Alabama Not For Profit Corporation**, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as **President** of said **Corporation** and with full authority, executed the same voluntarily for and as the act of the **Corporation**.

Given under my hand and seal this ___ day of _____, 1999.

NOTARY PUBLIC
My Commission Expires:

STATE OF ALABAMA :

COUNTY OF BALDWIN :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **DAVE BROWN** whose name as **Secretary** of **MARLIN KEY CONDOMINIUM OWNERS ASSOCIATION, INC., an Alabama Not For Profit Corporation**, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as **Secretary** of said **Corporation** and with full authority, executed the same voluntarily for and as the act of the **Corporation**.

Given under my hand and seal this ___ day of _____, 1999.

NOTARY PUBLIC
My Commission Expires:

STATE OF _____ :

COUNTY OF _____ :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that _____, whose name as _____ of **WAJD, INC., a Corporation**, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, _____, as such officer and with full authority, executed the same voluntarily for and on behalf of said **Corporation**.

Given under my hand and seal this ___ day of _____, **1999**.

NOTARY PUBLIC
My Commission Expires:

STATE OF _____ :

COUNTY OF _____ :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **ROGER D. MOORE** whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this ___ day of _____, **1999**.

NOTARY PUBLIC
My Commission Expires:

STATE OF _____ :

COUNTY OF _____ :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **JUDIE MOORE** whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this ___ day of _____, **1999**.

NOTARY PUBLIC
My Commission Expires:

STATE OF _____ :

COUNTY OF _____ :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **JAMES A. EARLY** whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this ___ day of _____, **1999**.

NOTARY PUBLIC
My Commission Expires:

STATE OF _____ :

COUNTY OF _____ :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **I. DIANNE EARLY** whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this ___ day of _____, **1999**.

NOTARY PUBLIC
My Commission Expires:

STATE OF _____ :

COUNTY OF _____ :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that _____, whose name as _____ of **HERITAGE BANK** is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, that __, as such officer and with full authority, executed the same voluntarily for and as the act of said **Bank**.

Given under my hand and seal this ___ day of _____, **1999**.

NOTARY PUBLIC
My Commission Expires:

STATE OF _____ :

COUNTY OF _____ :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **JAMES C. COBERN** whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this ___ day of _____, **1999**.

NOTARY PUBLIC
My Commission Expires:

STATE OF _____ :

COUNTY OF _____ :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **MARTHA C. COBERN** whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this ___ day of _____, **1999**.

NOTARY PUBLIC
My Commission Expires:

STATE OF _____ :

COUNTY OF _____ :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **SHELTON PARK MIMS** whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this ___ day of _____, 1999.

NOTARY PUBLIC
My Commission Expires:

STATE OF _____ :

COUNTY OF _____ :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **KIM COBERN MIMS** whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this ___ day of _____, 1999.

NOTARY PUBLIC
My Commission Expires:

STATE OF _____ :

COUNTY OF _____ :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **KEITH R. WATERS** whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this ___ day of _____, 1999.

NOTARY PUBLIC
My Commission Expires:

STATE OF _____ :

COUNTY OF _____ :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **M. KIT WATERS** whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this ___ day of _____, 1999.

NOTARY PUBLIC
My Commission Expires:

STATE OF _____ :

COUNTY OF _____ :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **JIMMY B. BERRYHILL** whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this ___ day of _____, 1999.

NOTARY PUBLIC
My Commission Expires:

STATE OF _____ :

COUNTY OF _____ :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **RACHEL N. BERRYHILL** whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this ___ day of _____, 1999.

NOTARY PUBLIC
My Commission Expires:

STATE OF _____ :

COUNTY OF _____ :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that _____, whose name as _____ of **REGIONS MORTGAGE, INC.**, formerly known as **REAL ESTATE FINANCING, INC.**, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, that __, as such officer and with full authority, executed the same voluntarily for and as the act of said **Corporation**.

Given under my hand and seal this ___ day of _____, 1999.

NOTARY PUBLIC
My Commission Expires:

STATE OF Michigan :

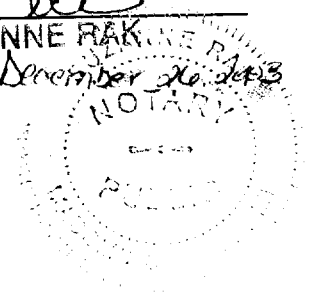
COUNTY OF Macomb :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **JOHN J. BEAUCHAMP** whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 10 day of September, 1999.

Suzanne Pak

NOTARY PUBLIC SUZANNE PAK
My Commission Expires: December 26, 2003

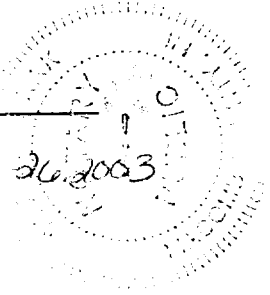


STATE OF Michigan :
COUNTY OF Macomb :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **MARY ANNE LACASSE BEAUCHAMP**, a/k/a **MARY ANN LACASSE BEAUCHAMP**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 10 day of September, 1999.

Suzanne Rak
NOTARY PUBLIC SUZANNE RAK
My Commission Expires: December 26, 2003

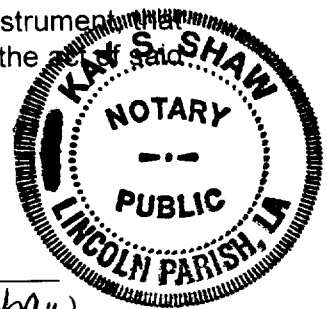


STATE OF Louisiana :
Parish
COUNTY OF Lincoln :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Monte K. Chapman, whose name as SVP of **CHASE MANHATTAN MORTGAGE CORPORATION** is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, _____, as such officer and with full authority, executed the same voluntarily for and as the _____ Corporation.

Given under my hand and seal this 27th day of August, 1999.

Kay S. Shaw
NOTARY PUBLIC Kay S. Shaw
My Commission Expires: at death



STATE OF _____ :
COUNTY OF _____ :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **GEORGE T. KOULIANOS** whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this ___ day of _____, 1999.

NOTARY PUBLIC
My Commission Expires:

STATE OF _____ :
COUNTY OF _____ :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **KATHERINE C. FRANGOS** whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this ___ day of _____, 1999.

NOTARY PUBLIC
My Commission Expires:

STATE OF _____ :

COUNTY OF _____ :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **HOWARD L. STRASINGER** whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this ___ day of _____, 1999.

NOTARY PUBLIC
My Commission Expires:

STATE OF _____ :

COUNTY OF _____ :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **SUSAN K. STRASINGER** whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this ___ day of _____, 1999.

NOTARY PUBLIC
My Commission Expires:

STATE OF _____ :

COUNTY OF _____ :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **CHARLES R. VENABLE** whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this ___ day of _____, 1999.

NOTARY PUBLIC
My Commission Expires:

STATE OF _____ :

COUNTY OF _____ :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **GARRY SCHISLER** whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this ___ day of _____, 1999.

NOTARY PUBLIC
My Commission Expires:

STATE OF _____ :

COUNTY OF _____ :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **LINDA SCHISLER** whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this ___ day of _____, 1999.

NOTARY PUBLIC
My Commission Expires:

STATE OF _____ :

COUNTY OF _____ :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **MONYA WILSON HUTCHINSON PAUL** whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this ___ day of _____, 1999.

NOTARY PUBLIC
My Commission Expires:

STATE OF _____ :

COUNTY OF _____ :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **MONYA WILSON HUTCHINSON PAUL**, whose name as **Executrix** of the **Estate of GILBERT HUTCHINSON, deceased**, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, that she as such **Executrix** and with full authority executed the same voluntarily for and on behalf of said **Estate**.

Given under my hand and seal this ___ day of _____, 1999.

NOTARY PUBLIC
My Commission Expires:

STATE OF _____ :

COUNTY OF _____ :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **DONALD G. WRIGHT** whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this ___ day of _____, 1999.

NOTARY PUBLIC
My Commission Expires:

STATE OF _____ :

COUNTY OF _____ :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **CATHERINE S. WRIGHT** whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this ___ day of _____, 1999.

NOTARY PUBLIC
My Commission Expires:

STATE OF _____ :

COUNTY OF _____ :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **DAVIS M. BROWN** whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this ___ day of _____, 1999.

NOTARY PUBLIC
My Commission Expires:

STATE OF _____ :

COUNTY OF _____ :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **SHARON H. BROWN** whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this ___ day of _____, 1999.

NOTARY PUBLIC
My Commission Expires:

STATE OF _____ :

COUNTY OF _____ :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **MARGARET V. BROWN** whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this ___ day of _____, 1999.

NOTARY PUBLIC
My Commission Expires:

STATE OF _____:

COUNTY OF _____:

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that _____, whose name as _____ of **CITICORP MORTGAGE, INC.** is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, that __, as such officer and with full authority, executed the same voluntarily for and as the act of said **Corporation**.

Given under my hand and seal this ___ day of _____, **1999**.

NOTARY PUBLIC
My Commission Expires:

STATE OF _____:

COUNTY OF _____:

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **DAVID LEE SMITH** whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this ___ day of _____, **1999**.

NOTARY PUBLIC
My Commission Expires:

STATE OF _____:

COUNTY OF _____:

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **DONNA KERNS SMITH** whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this ___ day of _____, **1999**.

NOTARY PUBLIC
My Commission Expires:

STATE OF _____:

COUNTY OF _____:

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that _____, whose name as _____ of **COLONIAL BANK**, formerly known as **FARMERS & MERCHANTS BANK**, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, that __, as such officer and with full authority, executed the same voluntarily for and as the act of said **Bank**.

Given under my hand and seal this ___ day of _____, **1999**.

NOTARY PUBLIC
My Commission Expires:

STATE OF _____ :

COUNTY OF _____ :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **EARLE H. WILKES** whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this ___ day of _____, 1999.

NOTARY PUBLIC
My Commission Expires:

STATE OF _____ :

COUNTY OF _____ :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **MYLAN S. TUCKER** whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this ___ day of _____, 1999.

NOTARY PUBLIC
My Commission Expires:

STATE OF _____ :

COUNTY OF _____ :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **MARTHA W. TUCKER** whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this ___ day of _____, 1999.

NOTARY PUBLIC
My Commission Expires:

STATE OF _____ :

COUNTY OF _____ :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **CHARLES W. LAWLER** whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this ___ day of _____, 1999.

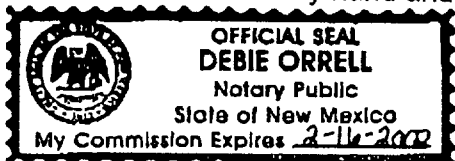
NOTARY PUBLIC
My Commission Expires:

STATE OF NM :

COUNTY OF Bernalillo :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **CHARLES J. LOWERY** whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 8th day of September, 1999.



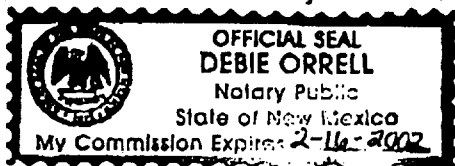
Debie Orrell
NOTARY PUBLIC
My Commission Expires:

STATE OF NM :

COUNTY OF Bernalillo :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **PENNY F. LOWERY** whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 8th day of September, 1999.



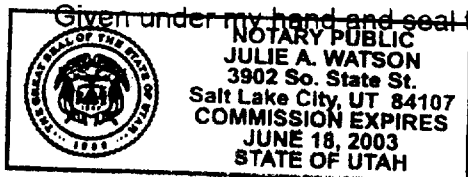
Debie Orrell
NOTARY PUBLIC
My Commission Expires:

STATE OF Utah :

COUNTY OF Salt Lake

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Lynn M. Suedge whose name as Vice President **CROSSLAND MORTGAGE CORP.** is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, that as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and seal this 13th day of October 1999.



Julie A. Watson
NOTARY PUBLIC
My Commission Expires: 6-18-03

STATE OF Louisiana :

COUNTY OF Orchitox :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **BENNIE EVANS, JR.** whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 12th day of September, 1999.

Mary P Evans
NOTARY PUBLIC
My Commission Expires: Death

Instrument 521302 Page 31 of 45

STATE OF _____ :

COUNTY OF _____ :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **SHARON EVANS** whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this ___ day of _____, 1999.

NOTARY PUBLIC
My Commission Expires:

STATE OF _____ :

COUNTY OF _____ :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that _____, whose name as _____ of **RICHTER BEACH PROPERTY LIMITED LIABILITY COMPANY, a Limited Liability Company**, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, that ___, as such **Member** and with full authority, executed the same voluntarily for and as the act of said **Company**.

Given under my hand and seal this ___ day of _____, 1999.

NOTARY PUBLIC
My Commission Expires:

STATE OF _____ :

COUNTY OF _____ :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that _____, whose name as _____ of **PERDIDO BEACH PROPERTIES, LTD., an Ohio Limited Liability Company**, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, that ___, as such **Member** and with full authority, executed the same voluntarily for and as the act of said **Company**.

Given under my hand and seal this ___ day of _____, 1999.

NOTARY PUBLIC
My Commission Expires:

STATE OF _____ :

COUNTY OF _____ :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that _____, whose name as _____ of **REGIONS BANK**, formerly known as **FIRST ALABAMA BANK**, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, that ___, as such officer and with full authority, executed the same voluntarily for and as the act of said **Bank**.

Given under my hand and seal this ___ day of _____, 1999.

NOTARY PUBLIC
My Commission Expires:

STATE OF _____ :

COUNTY OF _____ :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **LAWRENCE C. RICH** whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this ___ day of _____, 1999.

NOTARY PUBLIC
My Commission Expires:

STATE OF _____ :

COUNTY OF _____ :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **CHARLA E. RICH** whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this ___ day of _____, 1999.

NOTARY PUBLIC
My Commission Expires:

STATE OF _____ :

COUNTY OF _____ :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that _____, whose name as _____ of **NORWEST MORTGAGE INC., a California Corporation** is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, that _____, as such officer and with full authority, executed the same voluntarily for and as the act of said **Company**.

Given under my hand and seal this ___ day of _____, 1999.

NOTARY PUBLIC
My Commission Expires:

STATE OF _____ :

COUNTY OF _____ :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **RUSSELL L. IRBY** whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this ___ day of _____, 1999.

NOTARY PUBLIC
My Commission Expires:

STATE OF _____ :

COUNTY OF _____ :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **PAULA F. IRBY** whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this ___ day of _____, **1999**.

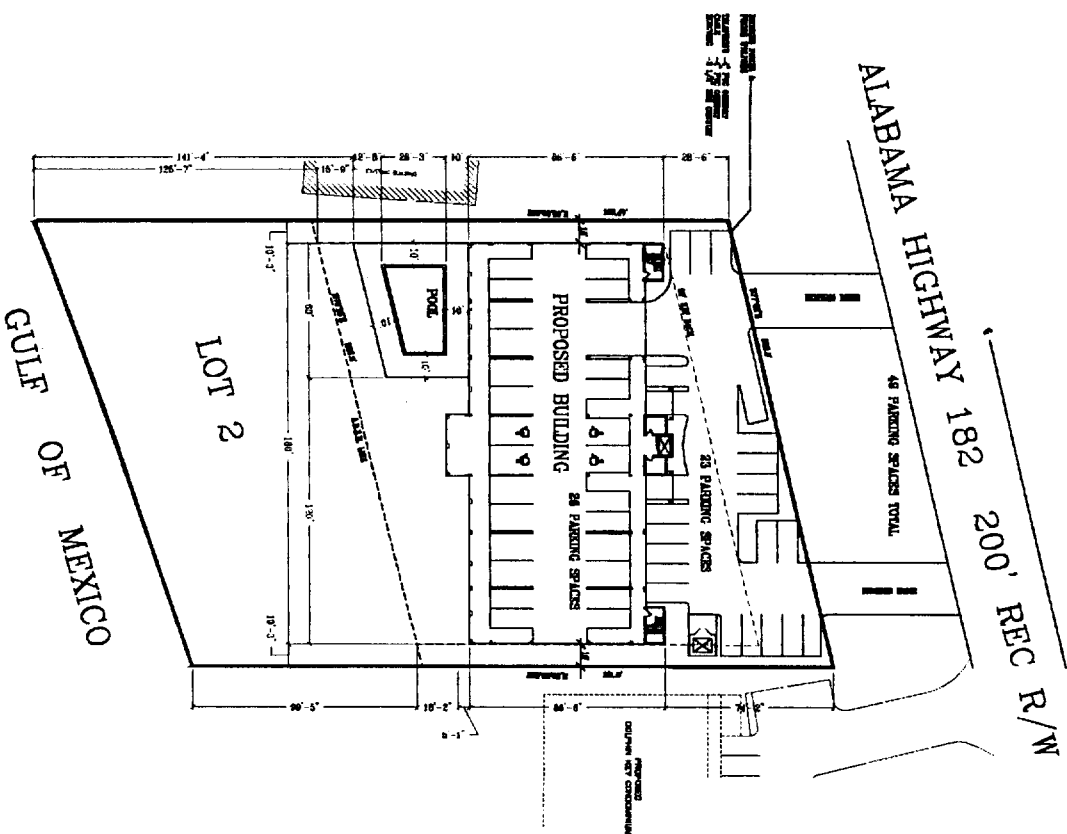
NOTARY PUBLIC

My Commission Expires:

EXHIBIT "A"
 attached to and made a part of
AGREEMENT AND AMENDMENT
 TO
DECLARATION OF CONDOMINIUM
 OF
MARLIN KEY CONDOMINIUMS, A CONDOMINIUM

54 ~~NEED NOT BE BUILT~~ ~~NEED NOT BE BUILT~~

NEED NOT BE BUILT

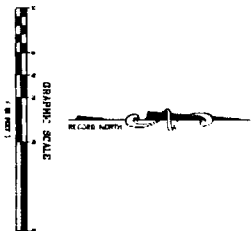


NEED NOT BE BUILT

REVISED SITE PLAN
 MARLIN KEY CONDOMINIUMS,
 A CONDOMINIUM

REVISED PLANS
 EXHIBIT "A" PAGE 1

ATTACHED TO AND MADE A PART OF
 THE AGREEMENT AND AMENDMENT TO
 DECLARATION OF CONDOMINIUM OF MARLIN
 KEY CONDOMINIUMS, A CONDOMINIUM



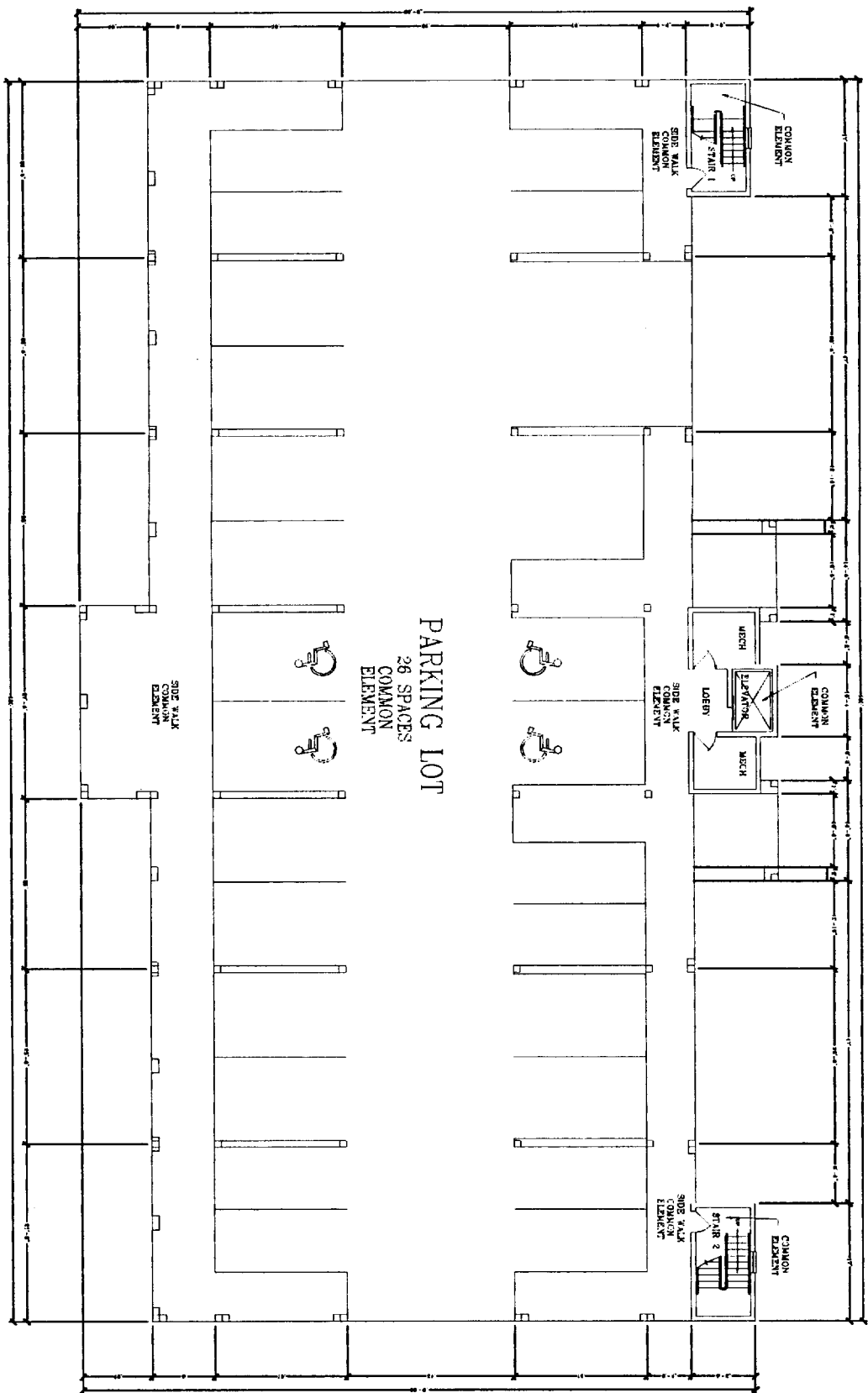
NEED NOT BE BUILT

MARLIN KEY CONDOMINIUMS, A CONDOMINIUM
 ORANGE BEACH, ALABAMA
 REVISED PLANS



DATE: 11-27
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 SCALE: AS SHOWN

SCALE: 1/8" = 1'-0"
 SHEET NO. A1 OF A11



NEED NOT BE BUILT

PARKING LOT
28 SPACES
COMMON
ELEMENT

NEED NOT BE BUILT

GROUND LEVEL PARKING

MARLIN KEY CONDOMINIUMS,
A CONDOMINIUM

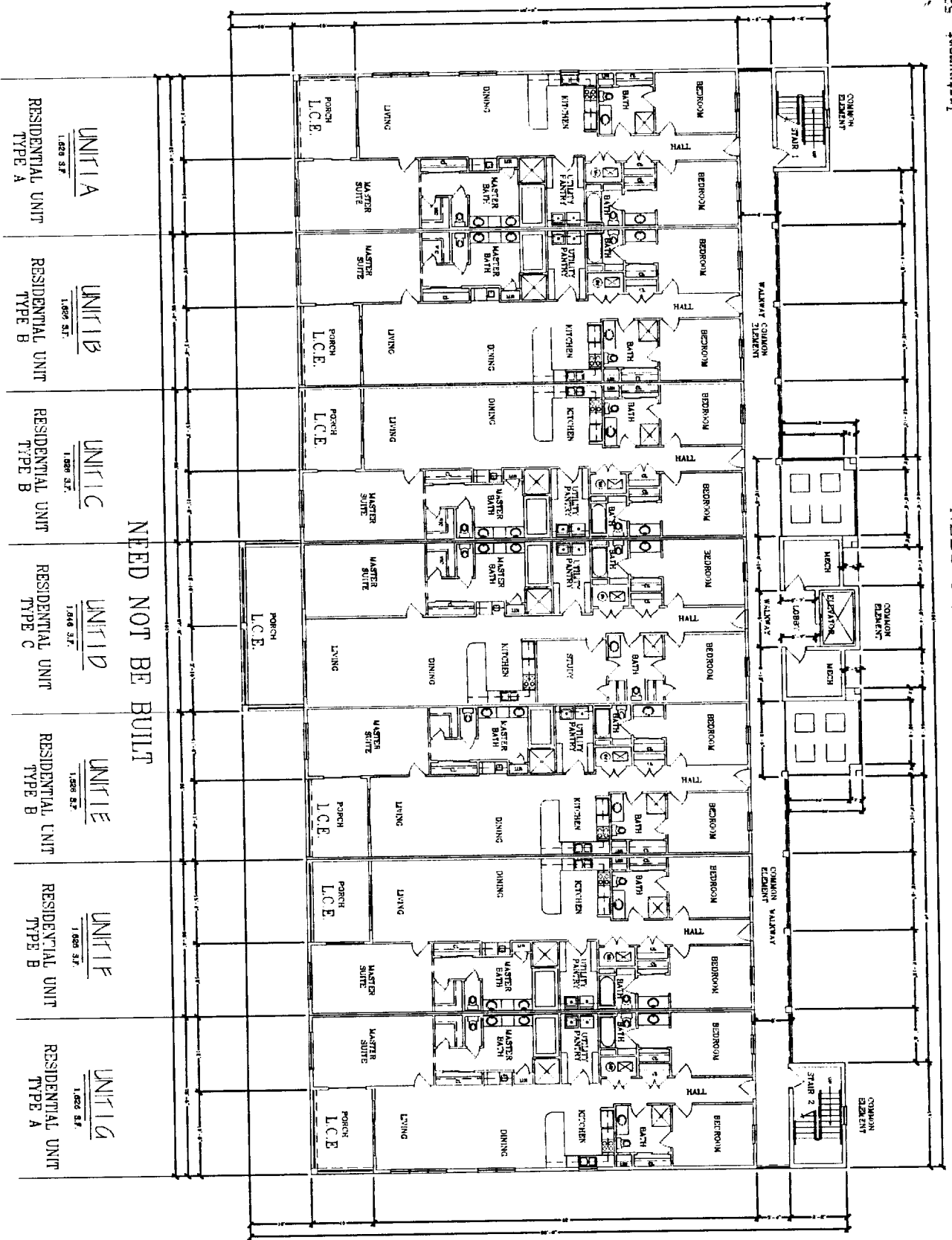
REVISED PLANS
EXHIBIT "A" PAGE 2
ATTACHED TO AND MADE A PART OF
THE AGREEMENT AND AMENDMENT TO
DECLARATION OF CONDOMINIUM OF MARLIN
KEY CONDOMINIUMS, A CONDOMINIUM

DATE: 01/27/20	REVISION:
CHECKED BY: [Signature]	DATE: 01/27/20
DATE: 01/27/20	REVISION:
SCALE: 1/8" = 1'-0"	SHEET NO.: A2
	OF 4
	ALL

MARLIN KEY CONDOMINIUMS, A CONDOMINIUM
ORANGE BEACH, ALABAMA
REVISED PLANS



NEED NOT BE BUILT



FLOOR PLAN LEVEL 1

MARLIN KEY CONDOMINIUMS,
A CONDOMINIUM

LIMITED COMMON ELEMENT = L.C.E.
REVISED PLANS
EXHIBIT "A" PAGE 3
ATTACHED TO AND MADE A PART OF
THE AGREEMENT AND AMENDMENT TO
DECLARATION OF CONDOMINIUM OF MARLIN
KEY CONDOMINIUMS, A CONDOMINIUM

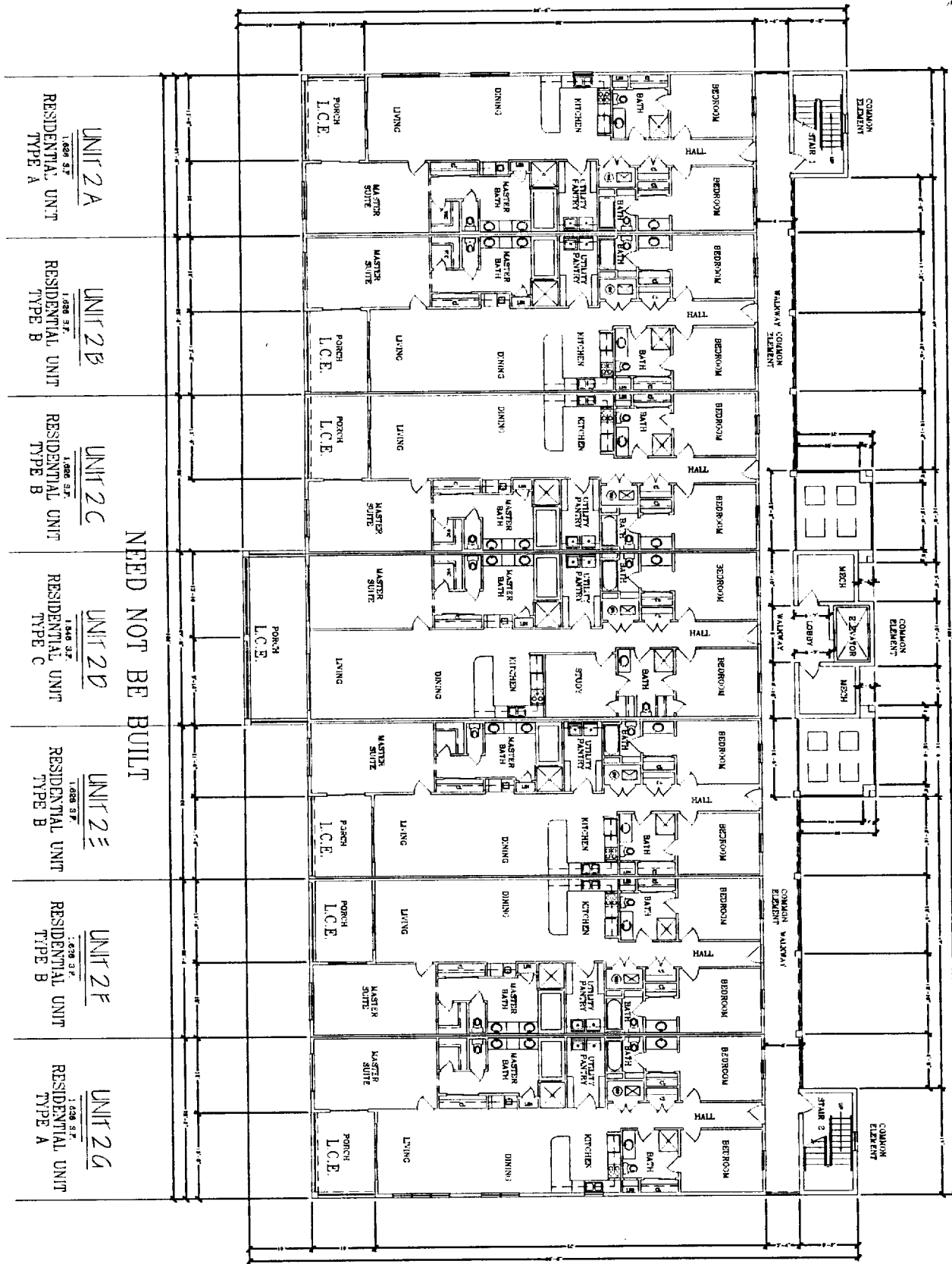
MARLIN KEY CONDOMINIUMS, A CONDOMINIUM
ORANGE BEACH, ALABAMA
REVISED PLANS



SCALE 1/8" = 1'-0"
SHEET NO. 1
DATE 11-1-10
DRAWN BY [Name]
CHECKED BY [Name]
REVISION

AS
OF
ALL

NEED NOT BE BUILT



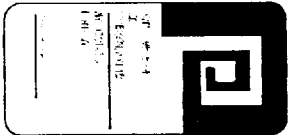
FLOOR PLAN LEVEL 2

MARLIN KEY CONDOMINIUMS,
A CONDOMINIUM

NEED NOT BE BUILT

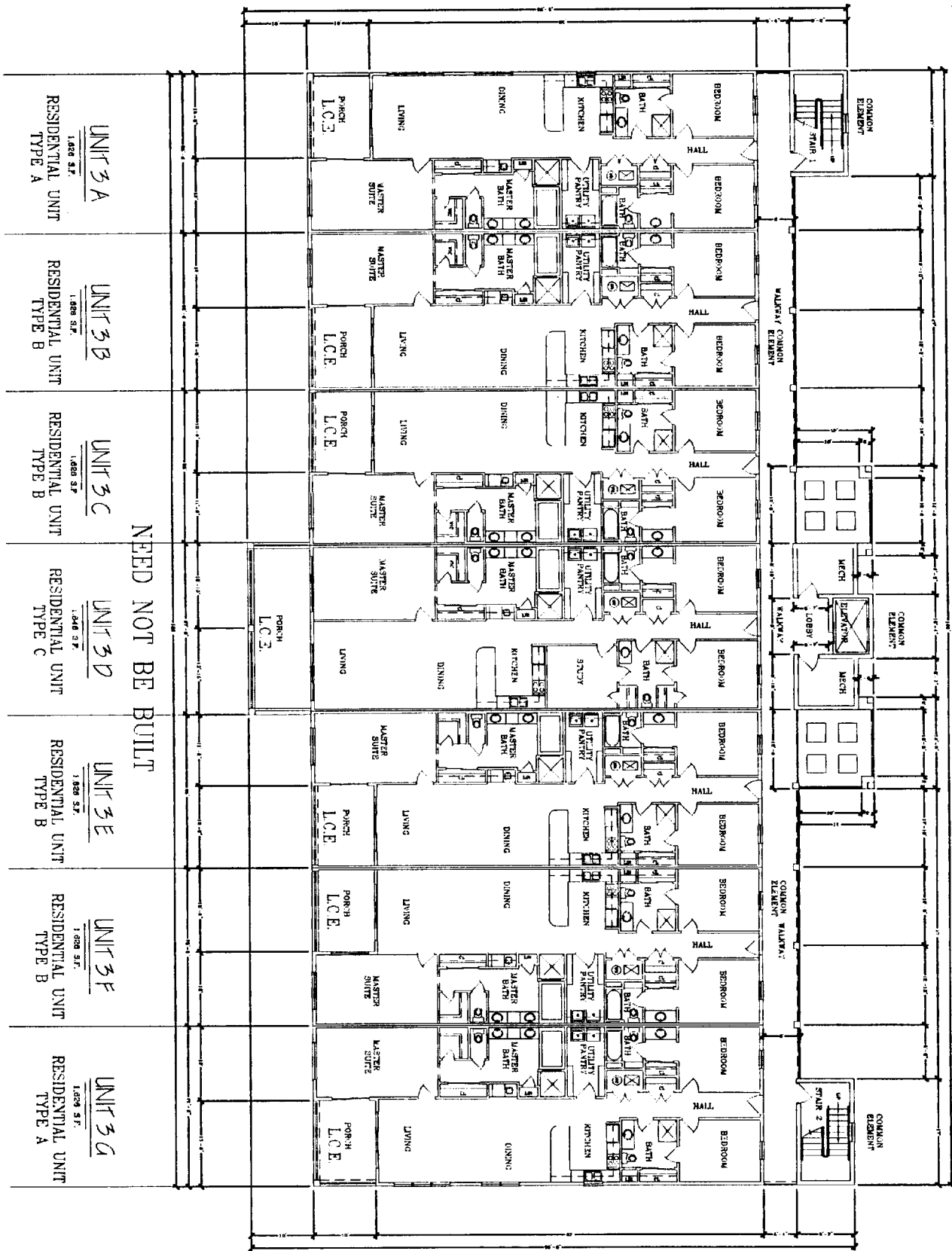
- UNIT 2A
RESIDENTIAL UNIT
1,488 S.F.
TYPE A
- UNIT 2B
RESIDENTIAL UNIT
1,488 S.F.
TYPE B
- UNIT 2C
RESIDENTIAL UNIT
1,488 S.F.
TYPE B
- UNIT 2D
RESIDENTIAL UNIT
1,448 S.F.
TYPE C
- UNIT 2E
RESIDENTIAL UNIT
1,488 S.F.
TYPE B
- UNIT 2F
RESIDENTIAL UNIT
1,428 S.F.
TYPE B
- UNIT 2G
RESIDENTIAL UNIT
1,428 S.F.
TYPE A

MARLIN KEY CONDOMINIUMS, A CONDOMINIUM
ORANGE BEACH, ALABAMA
REVISED PLANS



DATE	SCALE
10/12/11	AS SHOWN
DRINK	
QUICK	
DATE	
REVISION	
UNITED COMMON ELEMENT = L.C.E. REVISED PLANS EXHIBIT "A" PAGE 4 ATTACHED TO AND MADE A PART OF THE AGREEMENT AND AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF MARLIN KEY CONDOMINIUMS, A CONDOMINIUM	
SHEET NO.	A4
	OF 47
	ALL

NEED NOT BE BUILT



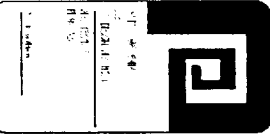
FLOOR PLAN LEVEL 3

MARLIN KEY CONDOMINIUMS,
A CONDOMINIUM

UNITED COMMON ELEMENT = L.C.E.

REVISED PLANS
EXHIBIT "A" PAGE 5
ATTACHED TO AND MADE A PART OF
THE AGREEMENT AND AMENDMENT TO
DECLARATION OF CONDOMINIUM OF MARLIN
KEY CONDOMINIUMS, A CONDOMINIUM

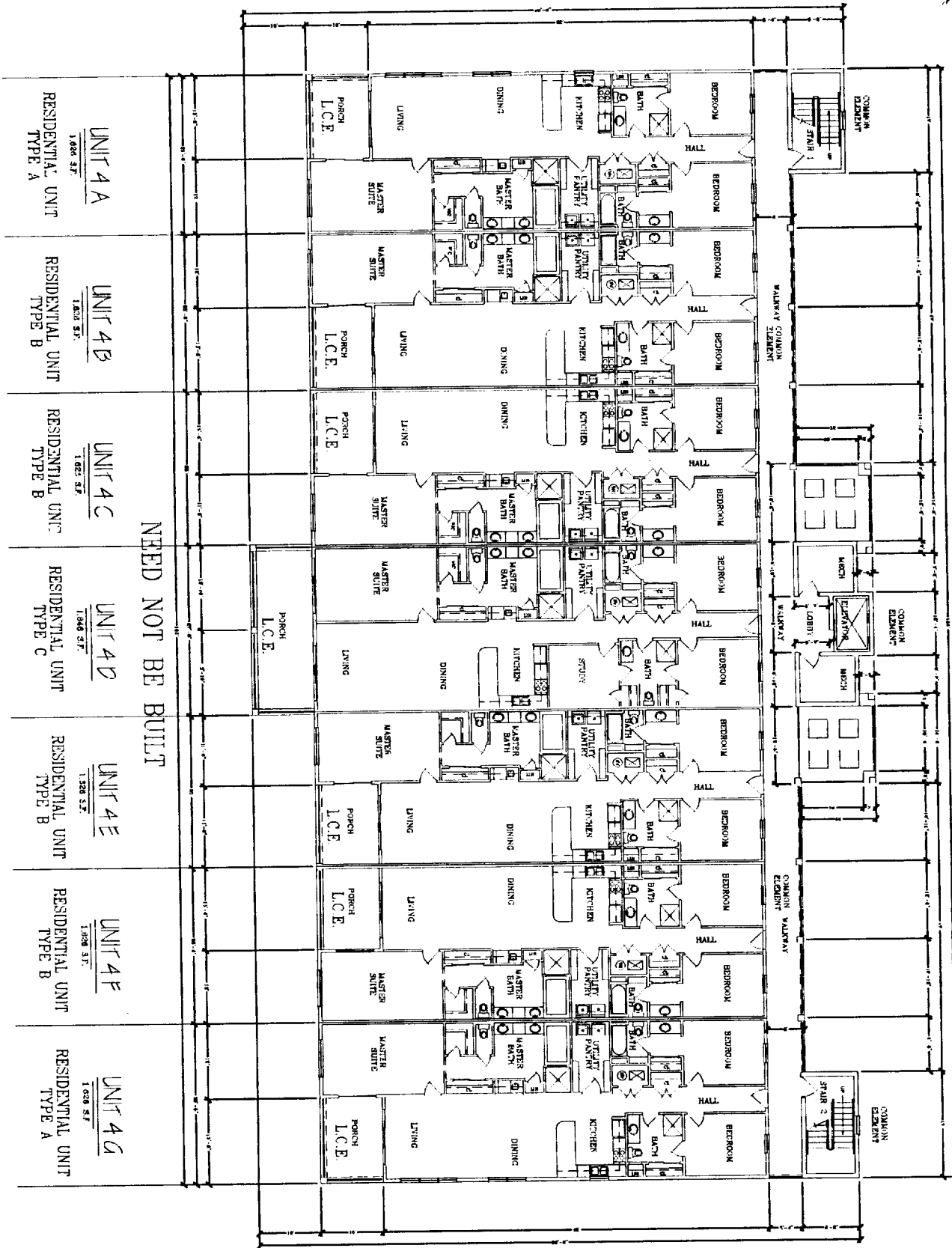
MARLIN KEY CONDOMINIUMS, A CONDOMINIUM
ORANGE BEACH, ALABAMA
REVISED PLANS



BY ME: [Signature]
DATE: [Date]
SCALE: [Scale]
SHEET NO.: [Sheet No.]

AS
OF
All

NEED NOT BE BUILT



FLOOR PLAN LEVEL 4

MARLIN KEY CONDOMINIUMS,
A CONDOMINIUM

NEED NOT BE BUILT

- UNIT 4A
RESIDENTIAL UNIT
TYPE A
1,666 S.F.
- UNIT 4B
RESIDENTIAL UNIT
TYPE B
1,630 S.F.
- UNIT 4C
RESIDENTIAL UNIT
TYPE B
1,622 S.F.
- UNIT 4D
RESIDENTIAL UNIT
TYPE C
1,946 S.F.
- UNIT 4E
RESIDENTIAL UNIT
TYPE B
1,528 S.F.
- UNIT 4F
RESIDENTIAL UNIT
TYPE B
1,598 S.F.
- UNIT 4G
RESIDENTIAL UNIT
TYPE A
1,638 S.F.

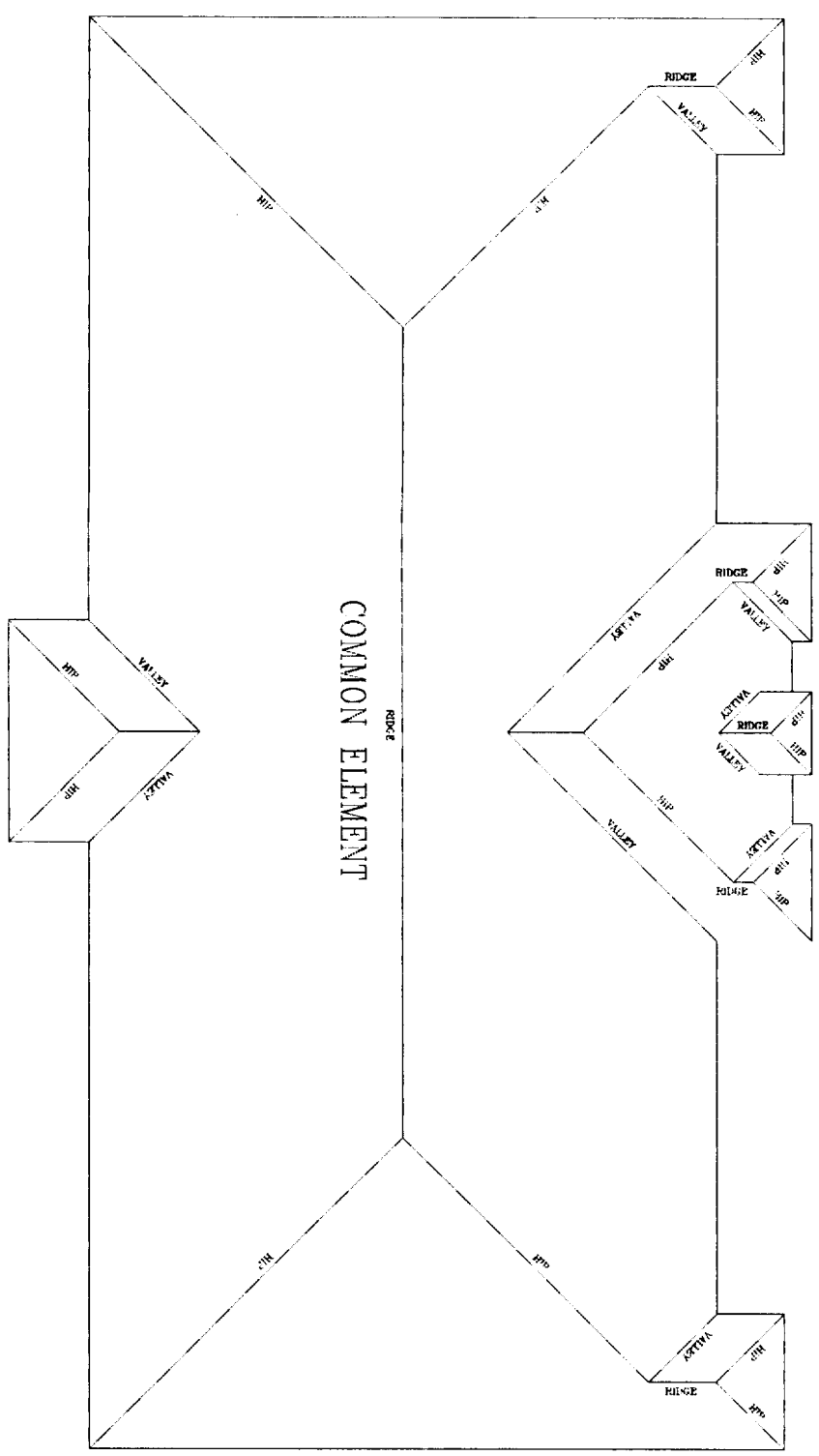
LIMITED COMMON ELEMENT = L.C.E.
REVISED PLANS
EXHIBIT "A" PAGE 6
ATTACHED TO AND MADE A PART OF
THE AGREEMENT AND AMENDMENT TO
DECLARATION OF CONDOMINIUM OF MARLIN
KEY CONDOMINIUMS, A CONDOMINIUM

DATE	10/12/10
DRAWN	J. R. JOHNSON
CHECKED	K. J. JOHNSON
DATE	10/12/10
REVISION	
SHEET NO.	A6
SCALE	1" = 4'-0"

MARLIN KEY CONDOMINIUMS, A CONDOMINIUM
ORANGE BEACH, ALABAMA
REVISED PLANS



NEED NOT BE BUILT



NEED NOT BE BUILT

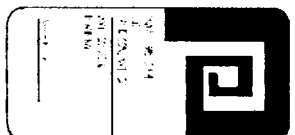
ROOF PLAN

COMMON ELEMENT
MARLIN KEY CONDOMINIUMS,
A CONDOMINIUM

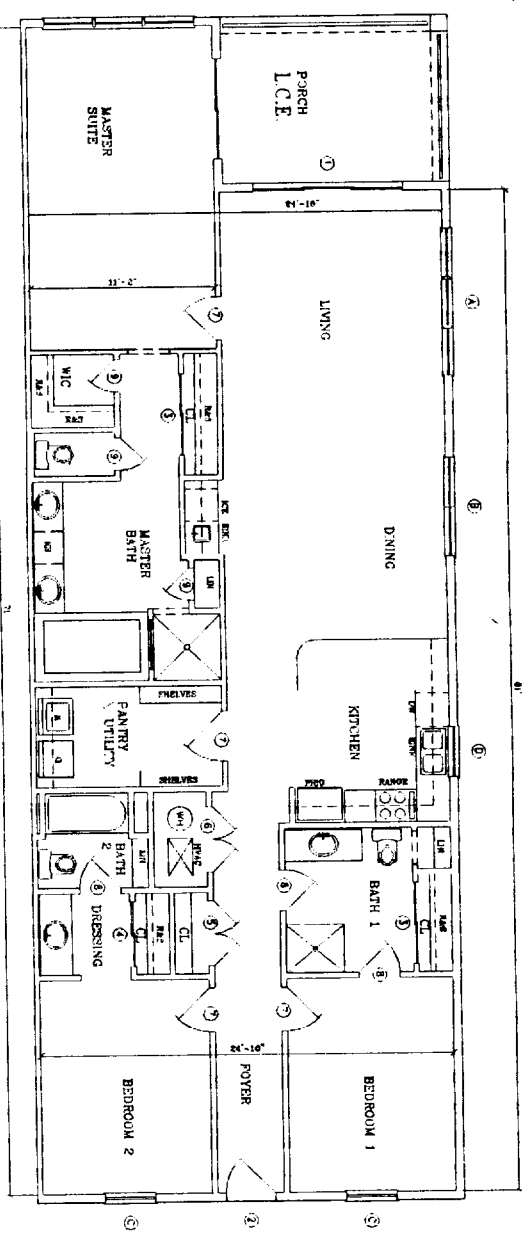
UNITED COMMON ELEMENT = L.C.E.
REVISED PLANS
EXHIBIT "A" PAGE 3
ATTACHED TO AND MADE A PART OF
THE AGREEMENT AND AMENDMENT TO
DECLARATION OF CONDOMINIUM OF MARLIN
KEY CONDOMINIUMS, A CONDOMINIUM

JOB NO.	5000
DRAWN	D.E. JEFF
CHECKED	W.P.
DATE	10/1/88
REVISION	
SCALE	1/8" = 1'-0"
SHEET NO.	A7
	OF
	111

MARLIN KEY CONDOMINIUMS, A CONDOMINIUM
ORANGE BEACH, ALABAMA
REVISED PLANS

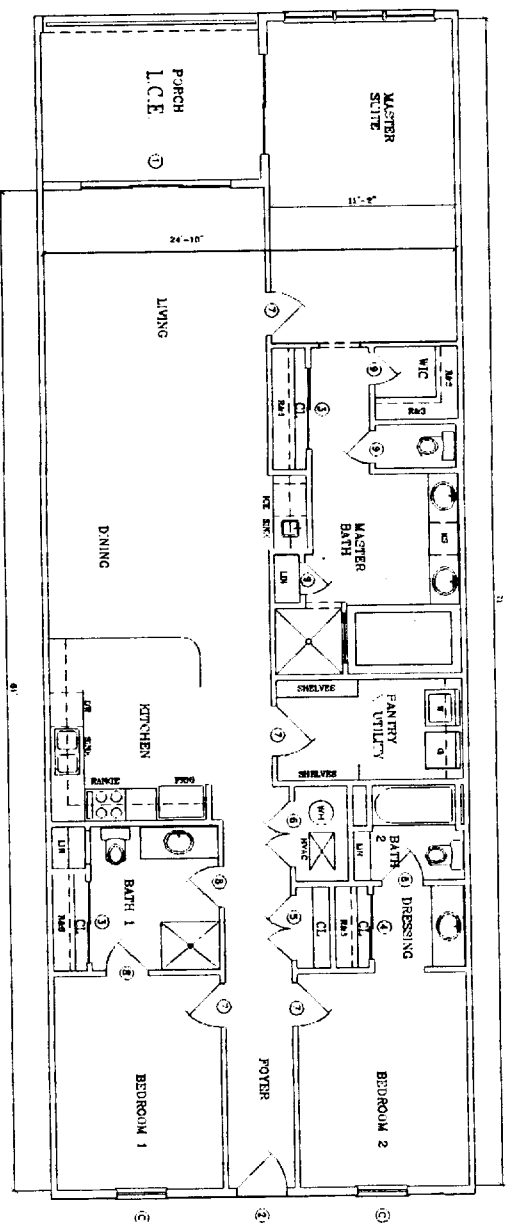


NEED NOT BE BUILT



TYPICAL UNIT A & G

MARLIN KEY CONDOMINIUMS, A CONDOMINIUM



TYPICAL UNIT B, C, E & F

MARLIN KEY CONDOMINIUMS, A CONDOMINIUM

NEED NOT BE BUILT

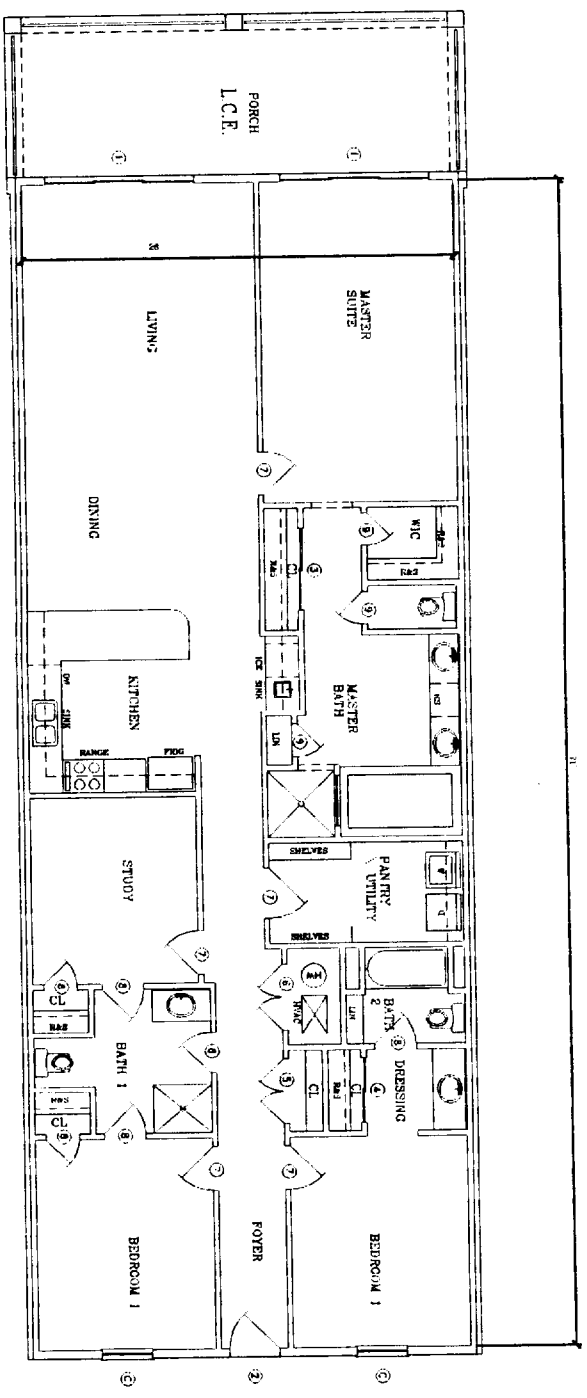
LIMITED COMMON ELEMENT = L.C.E.
 REVISED PLANS
 EXHIBIT "A" PAGE 3
 ATTACHED TO AND MADE A PART OF
 THE AGREEMENT AND AMENDMENT TO
 DECLARATION OF CONDOMINIUM OF MARLIN
 KEY CONDOMINIUMS, A CONDOMINIUM



MARLIN KEY CONDOMINIUMS, A CONDOMINIUM
 ORANGE BEACH, ALABAMA
 REVISED PLANS

JOB NO.	DATE
DRAWN	CHECKED
DATE	DATE
REVISION	
SCALE	1" = 4'-0"
SHEET NO.	AB
	of 8
	All

NEED NOT BE BUILT



NEED NOT BE BUILT

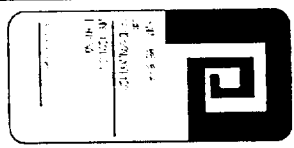
RESIDENTIAL UNIT - TYPE C
TYPICAL UNIT D

MARLIN KEY CONDOMINIUMS, A CONDOMINIUM
 1,946 S.F.

LIMITED COMMON ELEMENT = L.C.E.
 REVISED PLANS

EXHIBIT "A" PAGE 9
 ATTACHED TO AND MADE A PART OF
 THE AGREEMENT AND AMENDMENT TO
 DECLARATION OF CONDOMINIUM OF MARLIN
 KEY CONDOMINIUMS, A CONDOMINIUM

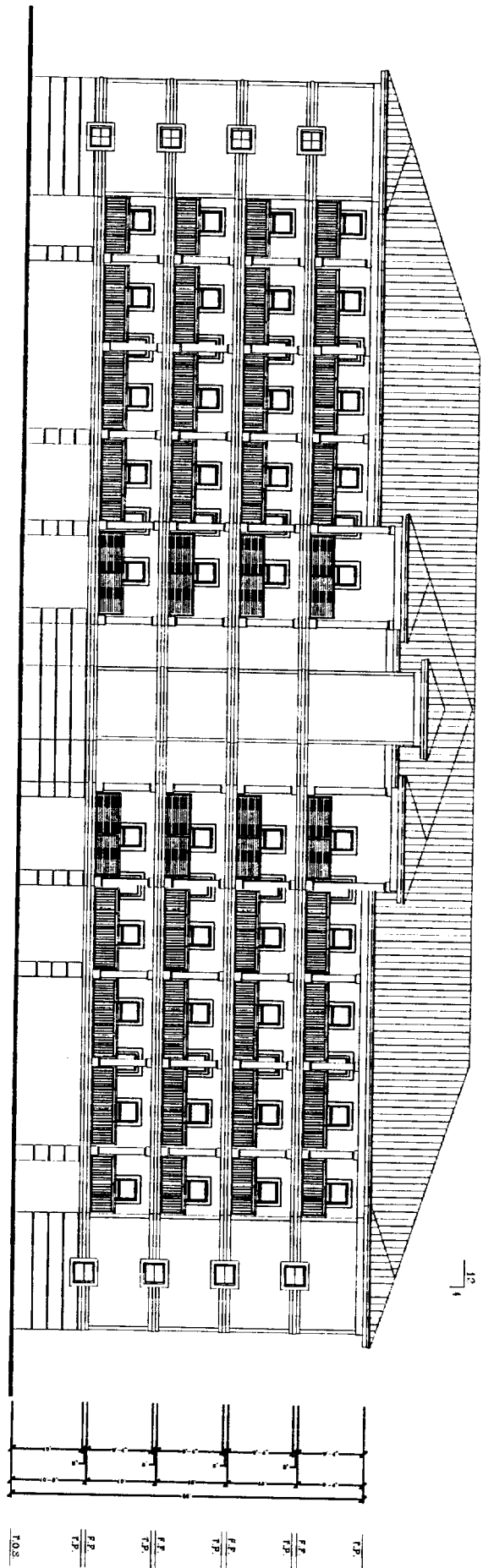
MARLIN KEY CONDOMINIUMS, A CONDOMINIUM
 ORANGE BEACH, ALABAMA
 REVISED PLANS



NO. 2024
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 DATE: 1-18-24
 PERSON:

SCALE: 1/8" = 1'-0"
 SHEET NO.:

A9
 OF
 All

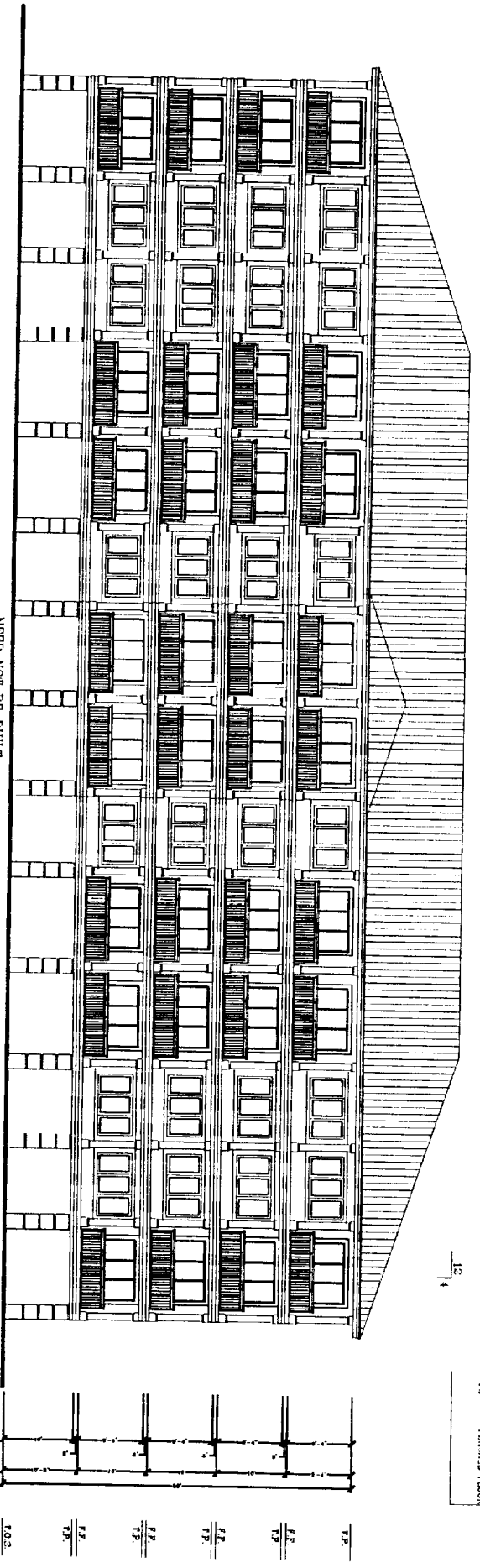


FRONT ELEVATION

MARLIN KEY CONDOMINIUMS, A CONDOMINIUM

1/4" = 1'

ABBREVIATION LEGEND
 T.P. - TOP PLATE
 T.O.S. - TOP OF SLAB
 F.F. - FINISHED FLOOR



REAR ELEVATION

MARLIN KEY CONDOMINIUMS, A CONDOMINIUM

NEED NOT BE BUILT

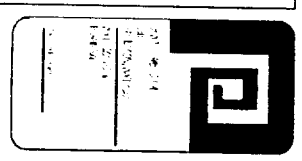
1/4" = 1'

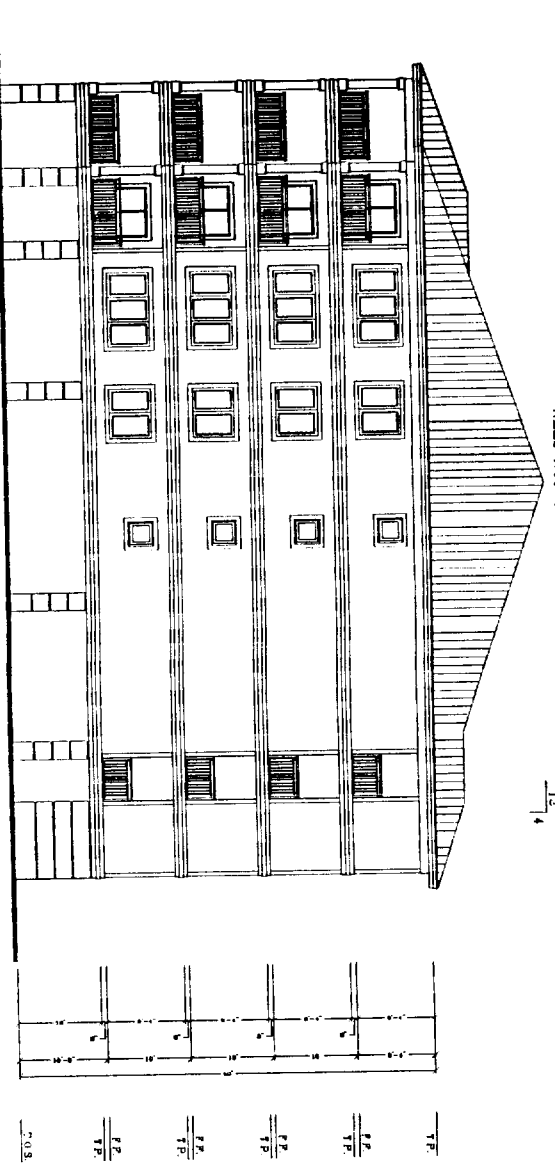
LIMITED COMMON ELEMENT = L.C.E.
 REVISED PLANS
 EXHIBIT A, PAGE 10
 ATTACHED TO AND MADE A PART OF
 THE AGREEMENT AND AMENDMENT TO
 DECLARATION OF CONDOMINIUM OF MARLIN
 KEY CONDOMINIUMS, A CONDOMINIUM

AIO
 OF
 All

SHEET NO. _____
 SCALE 1/4" = 1'
 JOB NO. 09-
 DRAWN: J.S.R./TP
 CHECKED: J.P.
 DATE: 11/11/09
 REVISION:

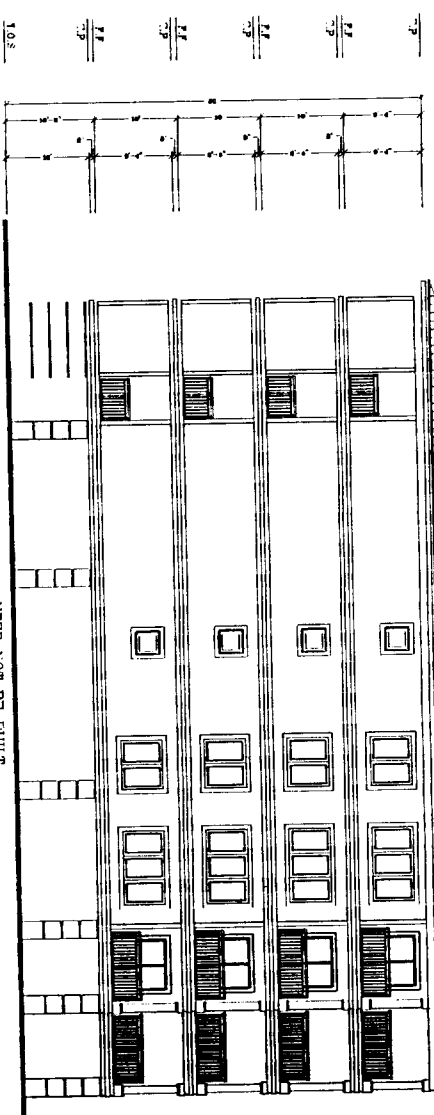
MARLIN KEY CONDOMINIUMS, A CONDOMINIUM
 ORANGE BEACH, ALABAMA
 REVISED PLANS





RIGHT SIDE ELEVATION

MARLIN KEY CONDOMINIUMS, A CONDOMINIUM



LEFT SIDE ELEVATION

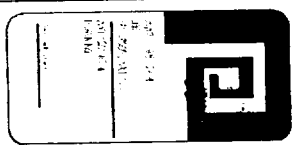
MARLIN KEY CONDOMINIUMS, A CONDOMINIUM

ABBREVIATION LEGEND

T.P.	- TOP PLATE
T.O.S.	- TOP OF SLAB
P.F.	- FINISHED FLOOR

UNITED COMMON ELEMENT = L.C.E.
 REVISED PLANS
 EXHIBIT A PAGE 10
 ATTACHED TO AND MADE A PART OF
 THE AGREEMENT AND AMENDMENT TO
 DECLARATION OF CONDOMINIUM OF MARLIN
 KEY CONDOMINIUMS, A CONDOMINIUM

MARLIN KEY CONDOMINIUMS, A CONDOMINIUM
 ORANGE BEACH, ALABAMA
 REVISED PLANS



DATE: 11-13-19
 SHEET NO.:

All
 of
 All