

FIFTH AMENDED DECLARATION OF CONDOMINIUM

OF

THE RIDGE, LLC, A CONDOMINIUM

THIS FIFTH AMENDED DECLARATION is made on this the ~~17~~^{17th} day of January, 2005, by THE RIDGE, LLC, an Alabama Limited Liability Company, hereinafter called the "Developer", for itself, its successors, grantees and assigns.

RECITALS

WHEREAS, the Developer has established a condominium pursuant to the provisions of the Alabama Uniform Condominium Act of 1991, § 35-8A-101, et seq., Code of Alabama, 1975, as amended. The Condominium is known as The Ridge, a Condominium, and the Declaration of Condominium is recorded in the Office of the Judge of Probate of Baldwin County, Alabama as Instrument Number 648393, pages 1-127; and the First Amended Declaration of Condominium is recorded in the Office of the Judge of Probate of Baldwin County, Alabama as Instrument Number 688263, pages 1-9; and the Second Amended Declaration of Condominium is recorded in the Office of the Judge of Probate of Baldwin County, Alabama as Instrument Number 706704, pages 1-11; and the Third Amended Declaration of Condominium is recorded in the Office of the Judge of Probate of Baldwin County, Alabama as Instrument Number 786101, pages 1-13; and the Fourth Amended Declaration of Condominium is recorded in the Office of the Judge of Probate of Baldwin County, Alabama as Instrument 853908, pages 1-16.

864275

State of Alabama, Baldwin County
I certify this instrument was filed
and taxes collected on:

2005 January -14 3:34PM

Instrument Number 864275 Pages 13
Recording 39.00 Mortgage
Deed Min Tax
Index DP 5.00
Archive 5.00
Adrian T. Johns, Judge of Probate

AND WHEREAS, the Developer proposes to develop the Condominium in multiple phases;

AND WHEREAS, the Developer has previously reserved the right to amend the Declaration pursuant to the express reservations of certain declarant rights relative to the addition of additional units to the condominium, among others;

AND WHEREAS, the Declaration of Condominium shall be effectively amended as of the date of the recording of this Fifth Amended Declaration;

WHEREFORE, the Developer hereby makes the following Fifth Amended Declaration, to-wit:

(1) By amending Section 5.12 of the Declaration to include the following paragraphs:

"20. Unit 401 is a one (1) story, two (2) bedroom, two (2) bath Unit, containing kitchen, dining and living areas totaling approximately one thousand ninety-eight (1098) square feet, a garage containing approximately two hundred (260) square feet, a porch containing approximately twenty-four (24) square feet, and patio containing approximately ninety-six (96) square feet, the porch and patio serving the Unit as limited common elements.

21. Unit 402 is a two story, three (3) bedroom, two and one-half (2.5) bath Unit, containing kitchen, dining and living areas, totaling approximately one thousand four hundred seventy-five (1475) square feet, a garage containing approximately two hundred

forty-three (243) square feet, a front porch containing approximately twenty-four (24) square feet, a rear porch containing approximately one hundred twenty-eight (128) square feet, and a patio containing approximately ninety-six (96) square feet, the porches and patio serving the Unit as limited common elements.

22. Unit 403 is a two story, three (3) bedroom, two and one-half (2.5) bath Unit, containing kitchen, dining and living areas, totaling approximately one thousand four hundred seventy-five (1475) square feet, a garage containing approximately two hundred forty-three (243) square feet, a front porch containing approximately twenty-four (24) square feet, a rear porch containing approximately one hundred twenty-eight (128) square feet, and a patio containing approximately ninety-six (96) square feet, the porches and patio serving the Unit as limited common elements.

23. Unit 404 is a one (1) story, two (2) bedroom, two (2) bath Unit, containing kitchen, dining and living areas totaling approximately one thousand ninety-eight (1098) square feet, a garage containing approximately two hundred (260) square feet, a porch containing approximately twenty-four (24) square feet, and patio containing approximately ninety-six (96) square feet, the porch and patio serving the Unit as limited common elements."

(2) By amending Exhibit "B" by adding a revised plat of the Condominium and drawings depicting the vertical unit boundaries and horizontal unit boundaries for Units 401, 402, 403 and 404, attached as Exhibit "B-5".

(3) By amending and substituting Exhibit "F" of the Declaration with the attached Exhibit "F-5" entitled Fifth Amended Ownership of Common Elements.

(4) By amending Exhibit "G" to include a Current Projected Operating Budget for 2005 and establishing a monthly fee rate for Units 401, 402, 403 and 404, attached as Exhibit "G-5".

(5) By amending Exhibit "H" to include a Certificate of Substantial Completion for Units 401, 402, 403 and 404, attached as Exhibit "H-5".

Other than as stated herein, the Declaration previously filed shall remain in full force and effect.

IN WITNESS WHEREOF, the Developer, THE RIDGE, LLC, by and through its duly authorized manager, has caused this instrument to be executed under seal on this the 14th day of January, 2005.

THE RIDGE, LLC
An Alabama Limited Liability Company



BARTON E. KAISER
Its Managing Member

STATE OF ALABAMA
COUNTY OF BALDWIN

I, Mark D. Ryan, a Notary Public in and for said County in said State, hereby certify that BARTON E. KAISER, whose name as Managing Member of THE RIDGE, LLC, is signed to the foregoing conveyance, and who is known to me,

acknowledged before me on this day, that, being informed of the contents of this Amended Declaration of Condominium, he, as such Managing Member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this the 14th day of January, 2005.



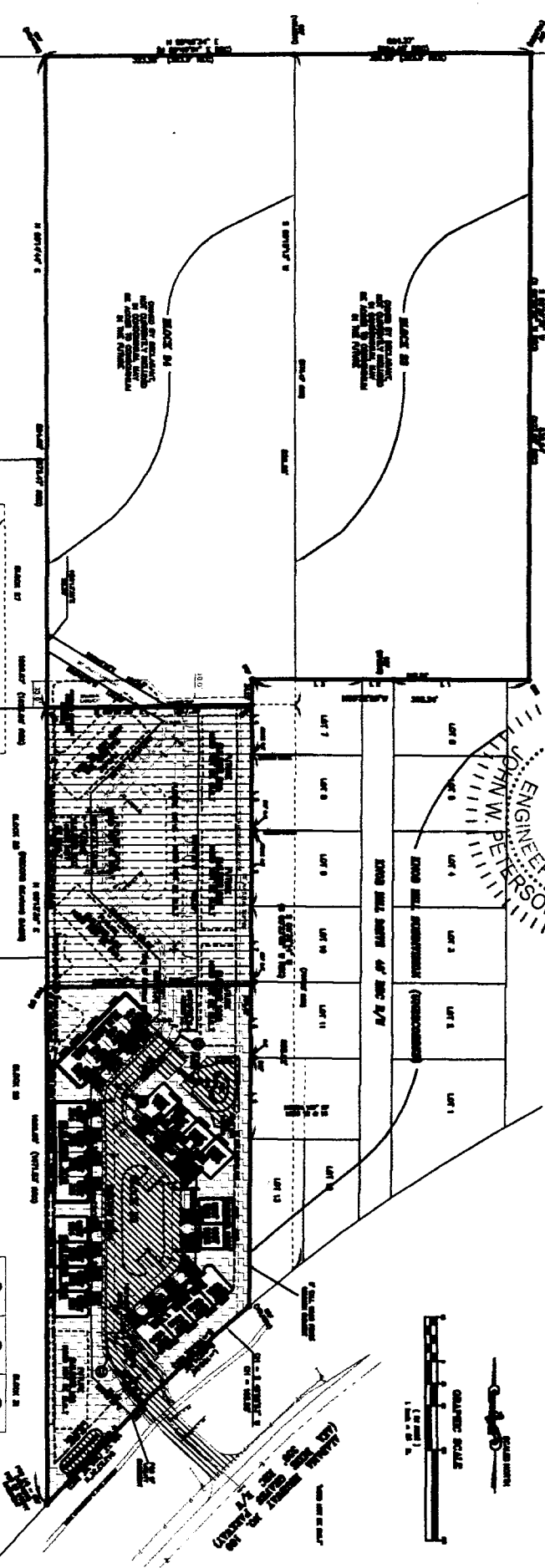
NOTARY PUBLIC
My Commission Expires: 1/13/08

THE RIDGE, A CONDOMINIUM



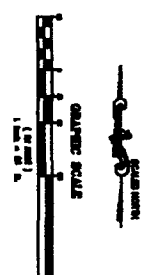
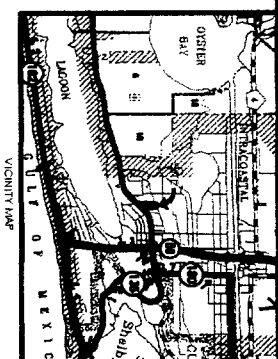
BLOCK 25

①	②	③
CONCRETE	ASPHALT	PAVEMENT
④	⑤	⑥
GRAVEL	DIRT	ROCK



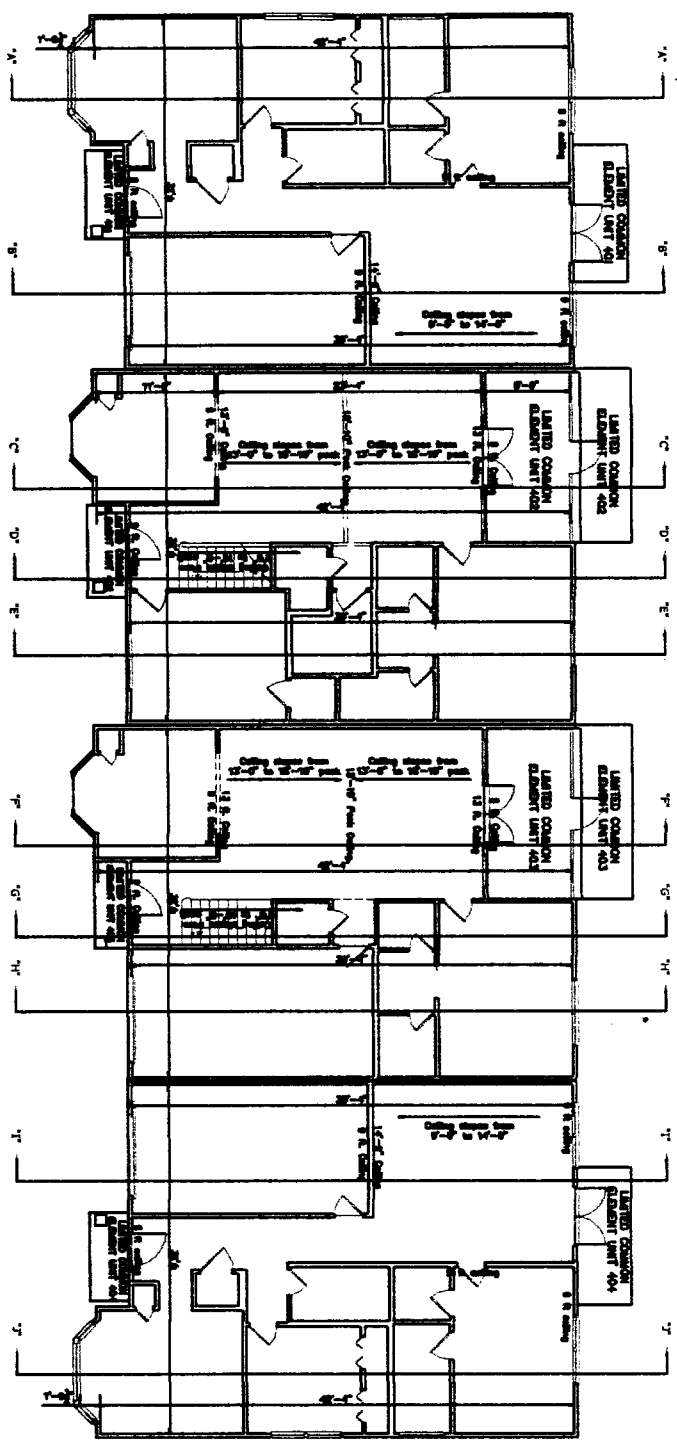
APPROVED
 JOHN W. PETERSON
 ENGINEER
 PROFESSIONAL
 No. 10007

☑	CONCRETE
☑	ASPHALT
☑	PAVEMENT
☑	GRAVEL
☑	DIRT
☑	ROCK



THIS IS NOT A SURVEY

THE RIDGE, A CONDOMINIUM	
Prepared by:	Lucido & Oliver Inc.
Scale:	1" = 100'
Date:	10/1/87
Sheet:	6



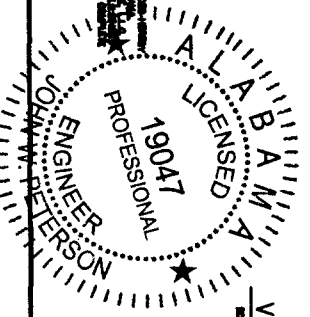
UNIT 401

UNIT 402

UNIT 403

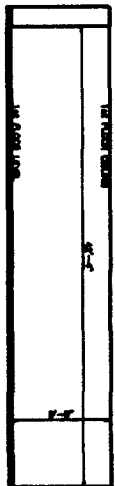
UNIT 404

VERTICAL UNIT BOUNDARIES

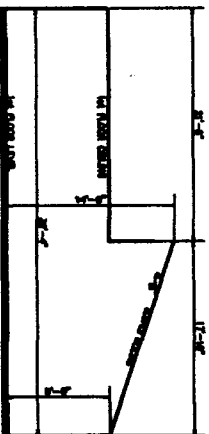


[Handwritten signature and notes]

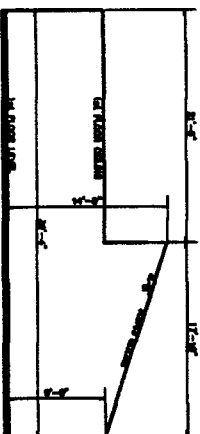
CONDOMINIUM PLAN FOR	
THE RIDGE - BUILDING 400	
DATE	10/1/01
PROJECT	THE RIDGE - BUILDING 400
OWNER	THE RIDGE - BUILDING 400
DESIGNER	EXCELSIOR & OLIVER, INC.
SCALE	AS SHOWN
NO.	6



UNIT SPACE DIMENSIONS SECTION 'A'-'A' (UNIT 401)



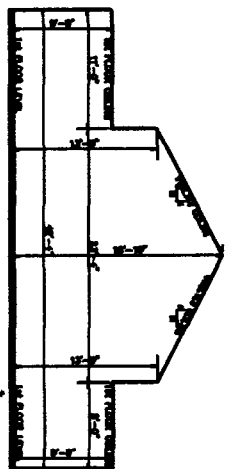
UNIT SPACE DIMENSIONS SECTION 'B'-'B' (UNIT 401)



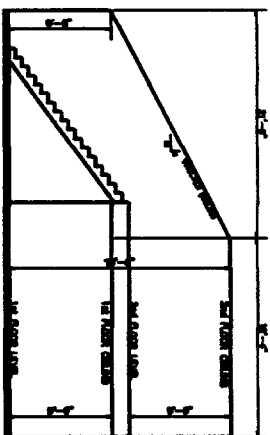
UNIT SPACE DIMENSIONS SECTION 'T'-'T' (UNIT 401)



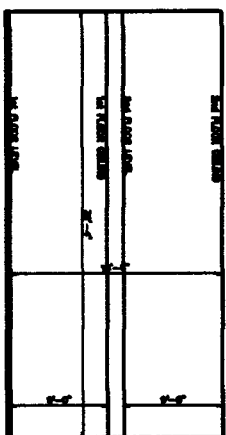
UNIT SPACE DIMENSIONS SECTION '7'-'7' (UNIT 401)



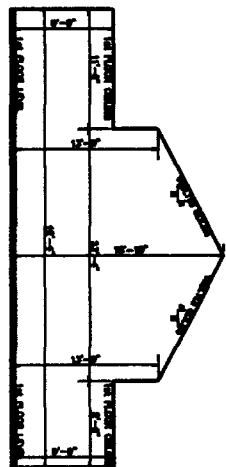
UNIT SPACE DIMENSIONS SECTION 'C'-'C' (UNIT 402)



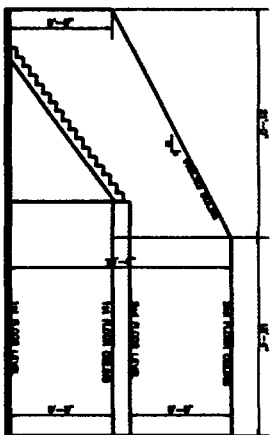
UNIT SPACE DIMENSIONS SECTION '2'-'2' (UNIT 402)



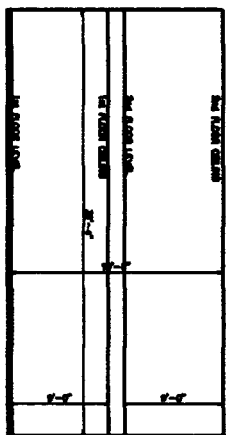
UNIT SPACE DIMENSIONS SECTION 'E'-'E' (UNIT 402)



UNIT SPACE DIMENSIONS SECTION 'F'-'F' (UNIT 402)



UNIT SPACE DIMENSIONS SECTION 'S'-'S' (UNIT 402)



UNIT SPACE DIMENSIONS SECTION 'H'-'H' (UNIT 402)

HORIZONTAL UNIT BOUNDARIES

JOHN W. PETERSON
 LICENSED PROFESSIONAL ENGINEER
 No. 0047
 State of California
 11/23/04

CONDOMINIUM PLANS	
THE RIDGE - BUILDING 400	
Project No.	1000000
Scale	1/8" = 1'-0"
Author	Lucido & Oliver Inc.
Check	
Approved	
6	

FIFTH AMENDED
OWNERSHIP OF COMMON ELEMENTS

<u>Condominium Unit Number</u>	<u>Unit Square Footage</u>	<u>Ownership Factor For Each Unit</u>
1101	1160	0.0386924
1102	1711	0.0570713
1103	1573	0.0524683
1104	1389	0.0463308
1201	1098	0.0366244
1202	1389	0.0463308
1301	1098	0.0366244
1302	1722	0.0574382
1303	1475	0.0491994
1304	1389	0.0463308
201	1098	0.0366244
202	1722	0.0574382
203	1475	0.0491994
204	1389	0.0463308
301	1098	0.0366244
302	1475	0.0491994

Fifth Amended
Ownership of Common Elements
Page Two

303	1475	0.0491994
304	1098	0.0366244
401	1098	0.0366244
402	1475	0.0491994
403	1475	0.0491994
404	1098	0.0366244
<hr/>		
RESIDENTIAL TOTAL:	29,980	1.0000000

THE RIDGE
CONDO OWNER'S ASSOCIATION
CURRENT PROJECTED OPERATING BUDGET FOR 2005

ASSUMES 22 COMPLETED UNITS & PHASE I INFRASTRUTURE ONLY

<u>INCOME:</u>	
Assessments	<u>\$ 64,077</u>

<u>OPERATING EXPENSES:</u>	
Accounting	200
Cable television	8,448
Electricity	1,000
Insurance	28,900
Landscape - maintenance	5,580
Landscape - repairs	250
Landscape - water	500
Pool maintenance	3,600
Telephone - pool	500
Garbage	504
Pest Control	2,640
Miscellaneous & contingency	2,500
Total Operating Expenses	<u>54,622</u>

<u>Reserve & replacement</u>	<u>9,455</u>
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NET	<u><u>\$ -</u></u>
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THE CURRENT MONTHLY PER UNIT FEE IS:	# 401	<u>\$ 176</u>
	# 402	<u>\$ 238</u>
	# 403	<u>\$ 238</u>
	# 404	<u>\$ 176</u>

PROJECTED BUDGET USING ESTIMATED AMOUNTS ONLY. ESTIMATES ARE BASED ON COMPLETION OF BUILDINGS 1100,1200,1300,200,300 & 400 ONLY. ESTIMATES MAY VARY DEPENDING ON FUTURE DEVELOPMENT OF INFRASTRUCTURE , BUILDINGS, COMMON AREAS AND AMENITIES.

THE RIDGE
 CONDO OWNER'S ASSOCIATION
 ESTIMATED FUTURE OPERATING BUDGET PHASE I AND II

ASSUMES A COMPLETED 48 UNIT DEVELOPMENT & PHASE I and II INFRASTRUTURE

<u>INCOME:</u>		
Assessments		<u>\$ 123,237</u>
<u>OPERATING EXPENSES:</u>		
Accounting		500
Cable television		18,432
Electricity		1,500
Insurance		60,100
Landscape - maintenance		10,000
Landscape - repairs		500
Landscape - water		600
Pool maintenance		3,600
Garbage Collection		1,000
Pest Control		5,760
Telephone - pool		500
Miscellaneous & contingency		2,500
Total Operating Expenses		<u>104,992</u>
<u>Reserve & replacement</u>		<u>18,245</u>
NET		<u><u>\$ -</u></u>
THE ESTIMATED FUTURE PER UNIT		
MONTHLY FEE WOULD BE:	# 401	<u>\$ 176</u>
	# 402	<u>\$ 238</u>
	# 403	<u>\$ 238</u>
	# 404	<u>\$ 176</u>

PROJECTED BUDGET USING ESTIMATED AMOUNTS ONLY. ESTIMATES ARE BASED ON FORTY EIGHT UNIT DEVELOPMENT. ESTIMATES MAY VARY DEPENDING ON FUTURE DEVELOPMENT OF INFRASTRUCTURE , BUILDINGS, COMMON AREAS AND AMENITIES.

AIA® Document G704™ – 2000

Certificate of Substantial Completion

PROJECT:
 (Name and address):
 The Ridge
 The Ridge Townhouses, Building 400,
 Gulf Shores, Alabama

PROJECT NUMBER: 2044.8/
CONTRACT FOR: General Construction
CONTRACT DATE: January 14, 2002

OWNER:
ARCHITECT:
CONTRACTOR:
FIELD:
OTHER:

TO OWNER:
 (Name and address):
 The Ridge, LLC
 P. O. Box 1318, Gulf Shores, Alabama
 36547

TO CONTRACTOR:
 (Name and address):
 Reed Construction Company, LLC
 114 North Hoyle Avenue, Bay Minette,
 Alabama 36507

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty
 1 year Builder's Warranty

Date of Commencement
 January 14, 2002

Gatlin Hudson Architects, Inc.
 ARCHITECT


 BY

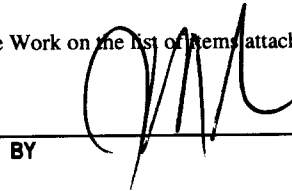
1/14/05
 DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: \$ 10,000.00

The Contractor will complete or correct the Work on the list of items attached hereto within Thirty (30) days from the above date of Substantial Completion.

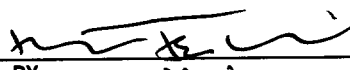
Reed Construction Company, LLC
 CONTRACTOR


 BY

1-14-05
 DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at 12:00 pm (time) on January 14, 2005 (date).

The Ridge, LLC
 OWNER


 BY
 MANSON

1-14-05
 DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

The Owner shall assume liability of all above listed items. The Contractor shall complete the attached Punch List of work for final completion. The Owner is responsible for transferring all insurance, maintenance, etc., for the building into Owner's name as of the date of Substantial Completion.