

FOURTH AMENDED DECLARATION OF CONDOMINIUM

OF

THE RIDGE, LLC, A CONDOMINIUM

THIS FOURTH AMENDED DECLARATION is made on this the 12<sup>th</sup> day of November, 2004, 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 WHEREAS, the Developer proposes to develop the Condominium in multiple phases;

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

2004 November -22 4:16PM

Instrument Number 853988 Pages 16

Recording 48.00 Mortgage

Deed Min. fax

Index DP 5.00

Archive S.00  
Adrian I. Johns, Judge of Probate

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 Fourth Amended Declaration;

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

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

"16. Unit 301 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.

17. Unit 302 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.

18. Unit 303 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.

19. Unit 304 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 301, 302, 303 and 304, attached as Exhibit "B-4".

(3) By amending and substituting Exhibit "F" of the Declaration with the attached Exhibit "F-4" entitled Fourth Amended Ownership of Common Elements.

(4) By amending Exhibit "G" to include a Current Projected Operating Budget for 2004-2005 and establishing a monthly fee rate for Units 301, 302, 303 and 304, attached as Exhibit "G-4".


(5) By amending Exhibit "H" to include a Certificate of Substantial Completion for Units 301, 302, 303 and 304, attached as Exhibit "H-4".

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

22 day of November, 2004.

THE RIDGE, LLC  
An Alabama Limited Liability Company

  
BARTON E. KAISER  
Its Managing Member

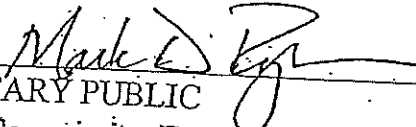
STATE OF ALABAMA

COUNTY OF BALDWIN

I, Mack 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 22 day of NOVEMBER, 2004.

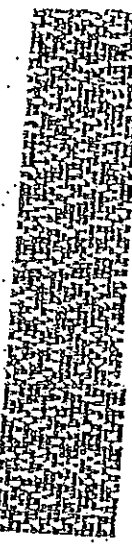
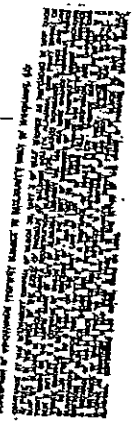
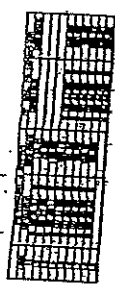
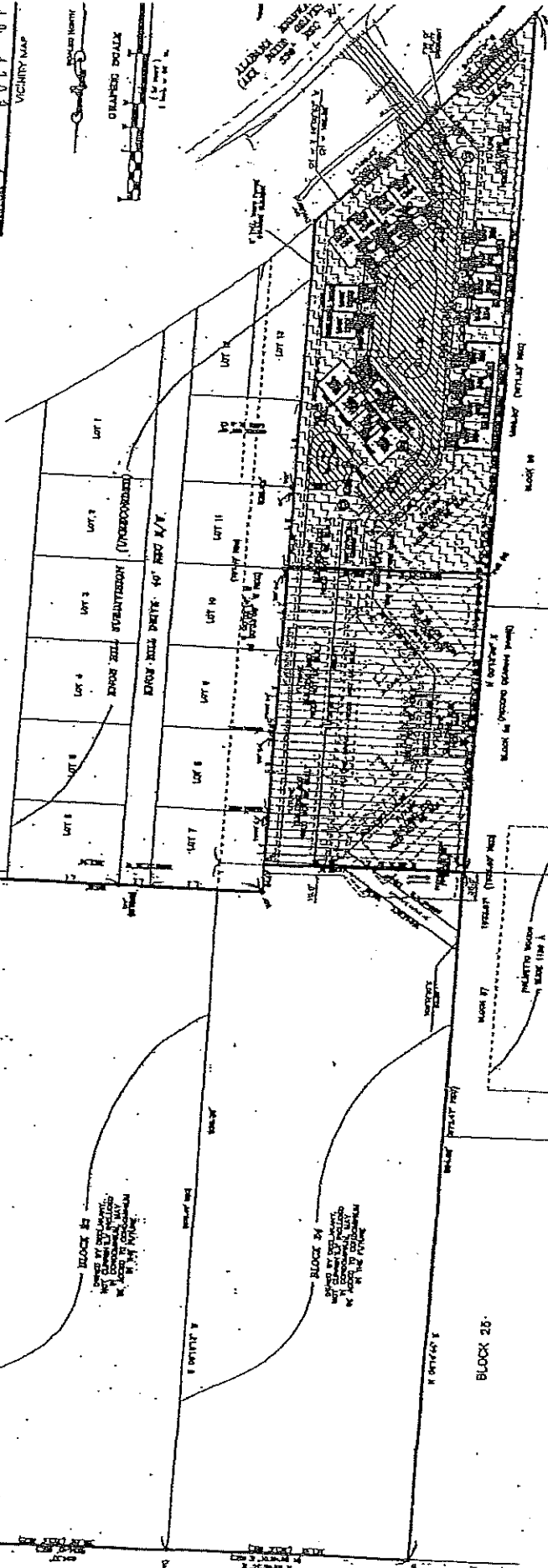
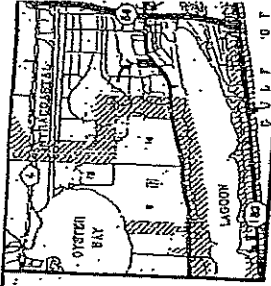
  
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: 12/19/07

# THE RIDGE A CONDOMINIUM

LICENSED PROFESSIONAL ENGINEER  
 1947  
 S. M. A.

I, the undersigned, being duly sworn, depose and say that I am a duly Licensed Professional Engineer in the State of Alaska, and that I am the author of the above and foregoing plat, and that the same is a true and correct copy of the original as the same appears in my files, and that I have not been furnished with any other copy of the same, and that I have not been furnished with any other copy of the same, and that I have not been furnished with any other copy of the same.

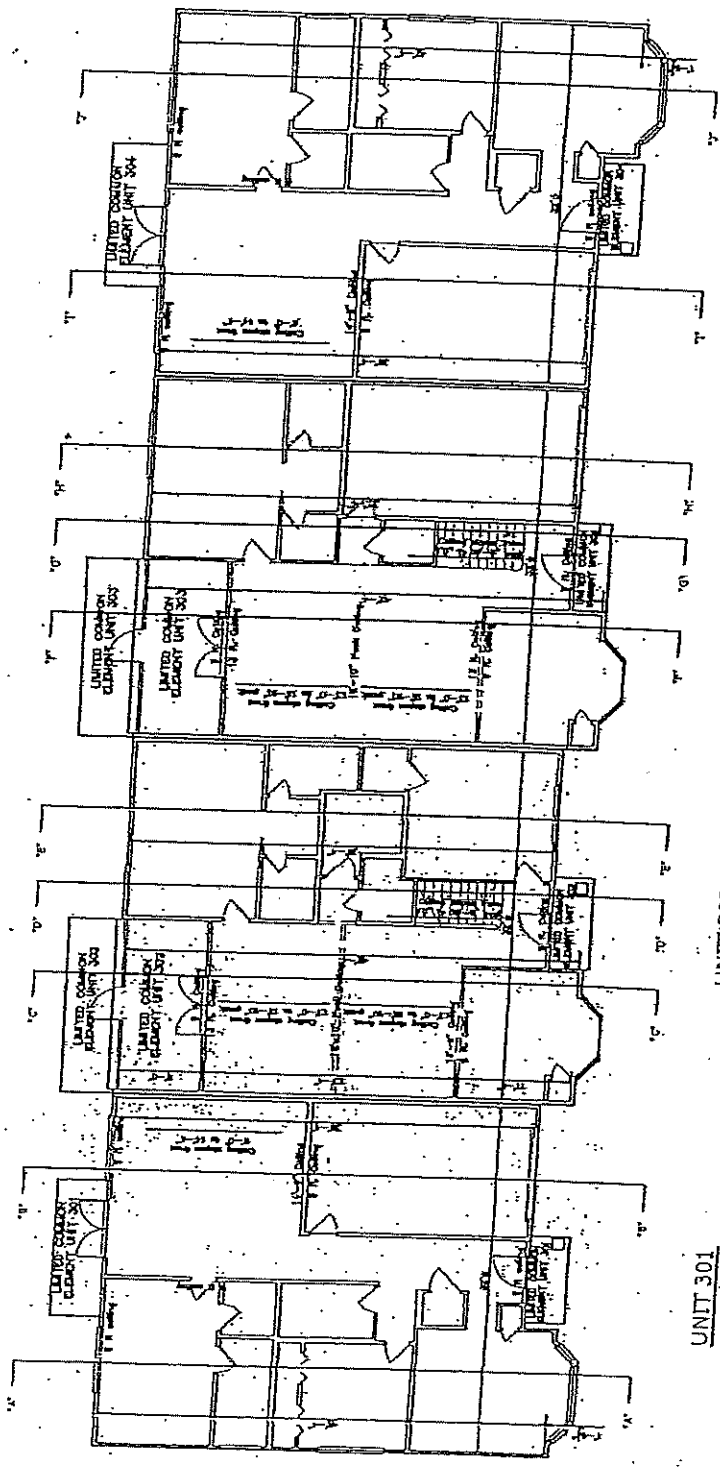
**LEGEND**  
 1. All lots in Block 25 are to be owned and held in common by the owners of the lots in Block 25.  
 2. All lots in Block 25 are to be owned and held in common by the owners of the lots in Block 25.  
 3. All lots in Block 25 are to be owned and held in common by the owners of the lots in Block 25.  
 4. All lots in Block 25 are to be owned and held in common by the owners of the lots in Block 25.  
 5. All lots in Block 25 are to be owned and held in common by the owners of the lots in Block 25.  
 6. All lots in Block 25 are to be owned and held in common by the owners of the lots in Block 25.  
 7. All lots in Block 25 are to be owned and held in common by the owners of the lots in Block 25.  
 8. All lots in Block 25 are to be owned and held in common by the owners of the lots in Block 25.  
 9. All lots in Block 25 are to be owned and held in common by the owners of the lots in Block 25.  
 10. All lots in Block 25 are to be owned and held in common by the owners of the lots in Block 25.



BLOCK 25	
OWNER	THE RIDGE A CONDOMINIUM
DATE	11/10/02
PREPARED BY	[Signature]
CHECKED BY	[Signature]
DATE CHECKED	

THIS IS NOT A SURVEY

THE RIDGE - BUILD  
 UNIT 301  
 UNIT 302  
 UNIT 303  
 UNIT 304



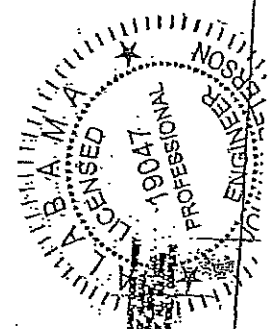
UNIT 301

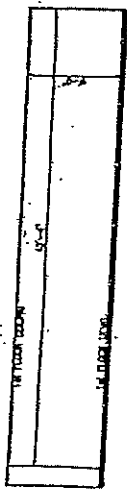
UNIT 302

UNIT 303

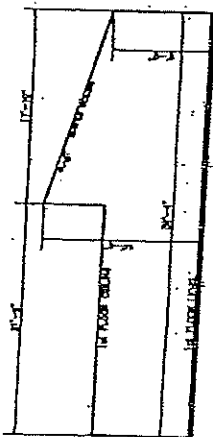
UNIT 304

VERTICAL UNIT BOUNDARIES  
 MADE BY ARCHITECT

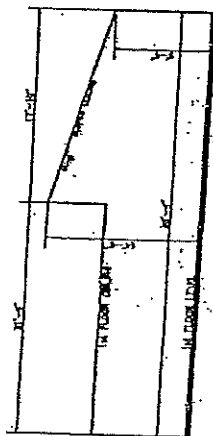




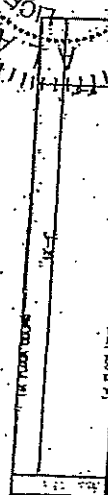
UNIT SPACE DIMENSIONS SECTION "A" - UNIT 201



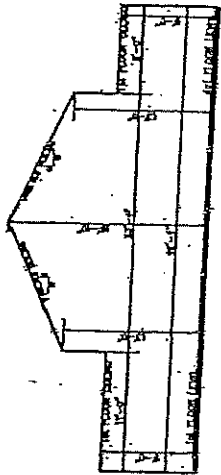
UNIT SPACE DIMENSIONS SECTION "B" - UNIT 201



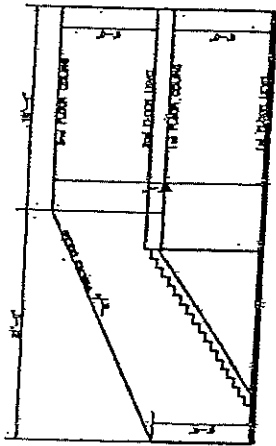
UNIT SPACE DIMENSIONS SECTION "C" - UNIT 201



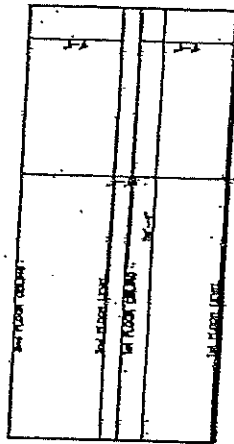
UNIT SPACE DIMENSIONS SECTION "D" - UNIT 201



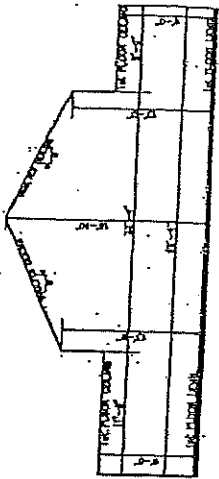
UNIT SPACE DIMENSIONS SECTION "E" - UNIT 201



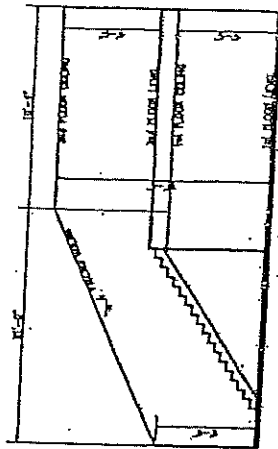
UNIT SPACE DIMENSIONS SECTION "F" - UNIT 201



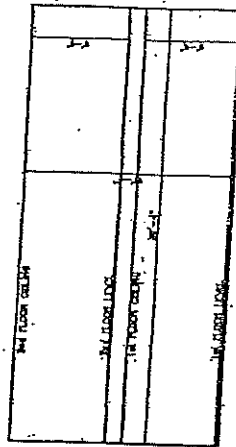
UNIT SPACE DIMENSIONS SECTION "G" - UNIT 201



UNIT SPACE DIMENSIONS SECTION "H" - UNIT 201

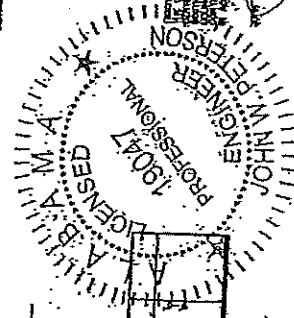


UNIT SPACE DIMENSIONS SECTION "I" - UNIT 201



UNIT SPACE DIMENSIONS SECTION "J" - UNIT 201

HORIZONTAL UNIT BOUNDARIES



THIS PLAN IS A PART OF THE RECORD DRAWINGS FOR THE PROJECT OF THE RIDGE - BOWL CONDOMINIUM PROJECT, AND IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT.

CONDOMINIUM PLAN  
THE RIDGE - BOWL  
DATE: 11/10/04  
DRAWN BY: [Signature]  
CHECKED BY: [Signature]



FOURTH AMENDED  
OWNERSHIP OF COMMON ELEMENTS

<u>Condominium Unit</u> <u>Number</u>	<u>Unit Square</u> <u>Footage</u>	<u>Ownership Factor</u> <u>For Each Unit</u>
1101	1160	0.0467101
1102	1711	0.0688974
1103	1573	0.0633405
1104	1389	0.0559313
1201	1098	0.0442135
1202	1389	0.0559313
1301	1098	0.0442135
1302	1722	0.0693404
1303	1475	0.0593943
1304	1389	0.0559313
201	1098	0.0442135
202	1722	0.0693404
203	1475	0.0593943
204	1389	0.0559313
301	1098	0.0442135
302	1475	0.0593943

Fourth Amended  
Ownership of Common Elements  
Page Two

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303	1475	0.0593943
304	1098	0.0442135

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RESIDENTIAL TOTAL: 24,834 1.0000000

THE RIDGE  
 CONDO OWNER'S ASSOCIATION  
 CURRENT PROJECTED OPERATING BUDGET FOR 2004-2005

ASSUMES 18 COMPLETED UNITS & PHASE I INFRASTRUCTURE ONLY

INCOME:

Assessments	\$ 54,083
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OPERATING EXPENSES:

Accounting	200
Cable television	6,912
Electricity	1,000
Insurance	24,100
Landscape - maintenance	5,580
Landscape - repairs	250
Landscape - water	500
Pool maintenance	3,600
Telephone - pool	500
Garbage	504
Pest Control	1,512
Miscellaneous & contingency	2,500
<b>Total Operating Expenses</b>	<b>47,158</b>
 <u>Reserve &amp; replacement</u>	 6,925

NET \$ -

THE CURRENT MONTHLY PER UNIT FEE IS:

# 301	\$ 176
# 302	\$ 238
# 303	\$ 238
# 304	\$ 176

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



# AIA® Document G704™ - 2000

## Certificate of Substantial Completion

OWNER	<input checked="" type="checkbox"/>
ARCHITECT	<input checked="" type="checkbox"/>
CONTRACTOR	<input checked="" type="checkbox"/>
FIELD	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

PROJECT: (Name and address):  
 300, Gulf Shores, Alabama

PROJECT NUMBER: 2044.5/  
 CONTRACT FOR: General Construction  
 CONTRACT DATE: December 12, 2002

TO OWNER (Name and address):  
 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 Architect hereby certifies that 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 ready for occupancy in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for the purposes intended. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by the Architect, which shall also be the date of commencement of applicable warranties required by the Contract Documents, except as otherwise provided.

Date of Commencement  
 11/19/2004

Architect: [Signature]

BY: [Signature]

11/22/04  
 DATE OF ISSUANCE

List of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the obligation 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 Substantial Completion.

Cost estimate of Work that is incomplete or defective: \$ 20,000.00

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: [Signature]

11/22/04  
 DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at 12:00 pm (time) on 11/22/2004 (date).

OWNER

BY: [Signature]

11/22/04  
 DATE

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

*The Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and*

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.

