

thirty (30) days after notice by either party, the value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination on an average of their appraisals of the Condominium parcels; and a judgment of specific performance on the decision rendered by the arbitrators may be entered into any court of competent jurisdiction. The cost of arbitration proceedings shall be assessed against all Owners of Units prior to the taking in proportion to the shares of the Owners in the Common Elements as they exist prior to the changes effected by the taking.

13.05 Taking of Common Elements. Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements usable in the manner approved by the Board of Directors; provided that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner required elsewhere in this Declaration for further improvement of the Common Elements. The balance of the awards for the taking of the Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements, after adjustment of these shares on account of the condemnation, except that if a Condominium parcel is encumbered by a first mortgage, the distribution shall be paid jointly to the Owner and the first Mortgagee of the Condominium parcel.

13.06 Conflict with Act. If there is any conflict with the provisions of this article and the Act, the provisions of the Act shall control.

ARTICLE XIV USE RESTRICTIONS

The use of the Condominium Property shall be in accordance with the provisions of this Amended Declaration and with the following provisions so long as the Condominium exists.

14.01 Units.

A. Each Condominium Unit shall be occupied and used by a family, their employees, tenants and guests only as a residence. The foregoing restrictions as to residence, however, shall not be construed in such manner as to prohibit a Unit Owner from; (i) maintaining his personal professional libraries; (ii) keeping his personal business or professional records or accounts; or (iii) handling his personal business or professional telephone calls or correspondence. Such uses are incidental to the principal residential use and not in violation of said residential use.

14.02 Miscellaneous Restrictions.

The use of the property of the condominium shall be in accordance with the following provisions:

A. Nuisances. No nuisances shall be allowed upon the condominium property nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist.

B. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

C. Entire Units. Entire Units may be leased by the Unit Owners; provided, however, that such Lease and the rights of any tenant thereunder are hereby made expressly subject to the power of the Association to prescribe reasonable rules and regulations relating to the lease and rental of Units and to enforce the same directly against such tenant or other occupant by the exercise of such remedies as the Board deems appropriate, including eviction. Rented/leased units shall be occupied only by the Lessee, his family and guests. No individual rooms may be rented.

14.03 Employees. No employee, customer or patron of a Unit Owner who is not registered as a guest of the Unit Owner shall be allowed either to use any of the facilities which are Common Elements of the Condominium Property or to use any of the Property owned or operated by the Association.

14.04 Use of Common Elements. The Common Elements shall be used in accordance with this Amended Declaration and only by the Unit Owners and their agents, tenants, family members, invitees and licensees for access, ingress to and egress from the respective Units and for such other purposes incidental to the use of the Units. However, other areas designated for a specific use shall be used for the purposes approved by the Board. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner or Occupant, and shall be subject to any lease, concession or easement, presently in existence or entered into by the Board at some future time, affecting any part or all of said Common Elements.

14.05 Unrestricted Right of Transfer. The right of a Unit Owner to sell, transfer, or otherwise convey his Unit shall not be subject to any right of first refusal or similar restriction.

14.06 Regulations. Reasonable regulations concerning the use of the Condominium Property may be made as well as amended from time to time by the Board of Directors of the Association; provided, however, that all such regulations thereto may be altered, amended or repealed by the affirmative vote or written agreement of Unit Owners to which not less than a majority of the votes of the Association are allocated. Copies of such regulations or amendments thereto shall be furnished by the Association to all Unit Owners and residents of the Condominium upon request.

14.07 No Restrictions on Mortgaging Units. Anything construed in any of the Condominium Documents to the contrary, there shall be no restrictions on the right of a Unit Owner to mortgage his Unit.

ARTICLE XV AMENDMENT

This Amended Declaration of Condominium of SeaChase Owners' Association, Inc., may be amended in the following manner:

15.01 Notice. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

15.02 Resolution. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or at least twenty five percent (25%) of the members of the Association, and after being so proposed and thereafter approved by both the Board of Directors and the members shall become effective. Directors and members not present at the meeting considering the amendment may express their approval or disapproval in writing provided such approval or disapproval is delivered to the Secretary at or prior to the meeting. Such approvals

must be by not less than 51% of the vote of the Directors and by not less than two-thirds (2/3) of the votes of the Members of the Association.

15.03 Prohibited Amendments. No amendment that is in conflict with the Act shall be adopted. No amendment may change, alter or eliminate any private individual unit or effect any change in the percentage of the ownership of the common elements attributable to that unit, unless all of the owners and eligible mortgage holders of such unit shall agree, in writing, to such amendment.

15.04 Agreement. In the alternative, an amendment may be made by an agreement, signed and acknowledged by all Unit Owners and eligible mortgagees of units in the Condominium, in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Office of the Judge of Probate of Baldwin County, Alabama.

15.05 Recording. A copy of each amendment shall be certified by the President and Secretary of the Association as having been duly adopted and shall be effective when recorded in the Office of the Judge of Probate of Baldwin County, Alabama.

ARTICLE XVI PURCHASE OF CONDOMINIUM UNIT BY ASSOCIATION

16.01 Decision. The Association has the power to purchase a Unit of the Condominium in accordance with the Acts and Condominium Documents.

ARTICLE XVII NOTICE OF LIEN

17.01 Notice of Lien. A Unit Owner shall give notice in writing to the Secretary of the Association of every lien on his Condominium Unit, other

than liens for first mortgages, taxes, and special Assessments, within five (5) days after he receives notice of the attaching of the lien.

17.02 Notice of Suit. A Unit Owner shall give notice in writing to the Secretary of the Association of every suit or other proceeding that may affect the title to his Condominium Unit, with such notice to be given within five (5) days after the Unit Owner obtains knowledge thereof.

17.03 Failure to Comply. Failure to comply with this Section will not affect the validity of any judicial proceeding.

ARTICLE XVIII RULES AND REGULATIONS

18.01 Compliance. Each Unit Owner and the Association shall be governed by and shall comply with the terms of the Condominium Documents and the rules and regulations applicable to the Condominium Property. Ownership of a Unit subjects the Unit Owner to compliance with provisions of the Declaration, the Articles, the By-Laws, the Rules and Regulations of the Association, and any contracts to which the Association is a party, as well as to any amendments to any of the foregoing. Failure of the Unit Owner to comply therewith shall entitle the Association or other Unit Owners to an action for damages or injunctive relief, or both, in addition to other remedies provided in the Condominium Documents and the Acts.

18.02 Enforcement. The Association, through the Board of Directors, is hereby empowered to enforce the Condominium Documents and all rules and regulations of the Association by such means as are provided by the Acts, including the imposition of reasonable fines (after reasonable notice and opportunity to be heard) from time to time as set forth in the By-Laws. In the event a Unit Owner fails to maintain his Unit in the manner required in the Condominium Documents and any rules and regulations of the Association, the Association, through the Board of Directors, shall have the

right to assess the Unit Owner and the Unit for the sums necessary to do the work required to effect compliance and to collect, and enforce the collection of, a Special Assessment therefor as provided in this Declaration. In addition, the Association shall have the right, for itself and its employees and agents, to enter such Owner's Unit and perform the necessary work to effect compliance. Unit Owners shall have the right to enforce provisions of the Condominium Documents and decisions of the Association against the Association, and, if aggrieved, against other Unit Owners.

18.03 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect, or carelessness or by that of any member of his family, his lessees, or his guests, invitees, employees or agents, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire and casualty insurance rates occasioned by the use, misuse, occupancy or abandonment of a Unit, or the Common Elements. The liability for such increases in insurance rates shall equal five (5) times the first resulting increase in the annual premium rate for such insurance.

18.04 No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Act, the Condominium Documents, or any rules and regulations adopted pursuant thereto shall not constitute a waiver of the right to do so thereafter.

ARTICLE XIX GENERAL PROVISIONS PERTAINING TO MORTGAGES

19.01 Lender's Notices. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the Unit number or address, any mortgage holder, insurer or guarantor will be entitled to timely written notice of:

A. Any condemnation or casualty loss that affects either a material portion of the project or the Unit securing its mortgage.

B. A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

C. Any proposed action that requires the consent of a specified percentage of mortgage holders.

19.02 Blanket Mortgages. The entire Condominium Property, or some or all of the Units included therein, may be subjected to a single or blanket mortgage constituting a first lien thereon created by a recordable instrument executed by all of the Owners of the Property or Units covered thereby. Any Unit included under the lien of such mortgage may be sold or otherwise conveyed or transferred subject thereto. Any such mortgage shall provide a method whereby any Unit Owner may obtain a release of his Unit from the lien of such mortgage and a satisfaction and discharge in recordable form upon payment to the holder of the mortgage of a sum equal to the reasonable proportionate share attributable to his Unit of the then outstanding balance of unpaid principal and accrued interest, and any other charges then due and unpaid. The proportionate share of the mortgage required to be paid for release shall be determined by provisions pertaining thereto stated in the mortgage, or, if the mortgage contains no such provisions, then according to the proportionate share of the common elements of the Condominium attributable to such Unit or Units.

ARTICLE XX TERMINATION

The termination of the Condominium may be effected in accordance with the provisions of the Act and by agreement of Unit Owners of Units to which at least eighty percent (80%) of the votes in the Association are allocated. The agreement shall be evidenced by a written instrument

executed in the manner required for a deed and recorded in the public records of Baldwin County, Alabama. After termination of the Condominium the Unit Owners shall own the Condominium Property and all assets of the Association as tenants in common in undivided shares.

ARTICLE XXI COVENANT AGAINST PARTITION

There shall be no judicial or other partition of the Condominium Property, or any part thereof, nor shall any Person acquiring any interest in the Property or any part thereof seek any such partition unless the Property has been removed from the provisions of the Act.

ARTICLE XXII MISCELLANEOUS

22.01 Intent. It is the intent of the Declarant to reaffirm a Condominium pursuant to the *Alabama Uniform Condominium Act of 1991* (the Act).

22.02 Covenants, Conditions and Restrictions. All provisions of the Condominium Documents shall to the extent applicable, and unless otherwise expressly therein provided to the contrary, be perpetual and be construed to be covenants running with the land and with every part thereof and interest therein; and all of the provisions of the Condominium Documents shall be binding on and inure to the benefit of any Owner of all or any part thereof, or interest therein, and his heirs, executors, administrators, legal 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. All Unit Owners and Occupants shall be subject to and shall comply with the provisions of the Condominium Documents and any rules and regulations promulgated thereunder.

22.03 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 Declaration, the Articles, the By-Laws, any rules and regulations of the Association promulgated pursuant thereto, and any exhibits attached hereto, as the same may be amended from time to time, or the Act, 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 thereof.

22.04 Notice. The following provisions shall govern the construction of the Condominium Documents, except as may be specifically provided to the contrary herein: All notices required or desired under the Condominium Documents to be sent to the members of the Association shall be sent by first class mail; and notices to the Secretary of the Association, at such address as the Association may designate from time to time by notice in writing to all Unit Owners. Except as provided specifically to the contrary in the Act, all notices to any Unit Owner shall be delivered in person or sent by first-class mail to the address of such Unit Owner at the Condominium, or to such other address as he may have designated from time to time, in a writing to the Association. Proof of such mailing or personal delivery to a Unit Owner by the Association may be provided by the affidavit of the Person or by a post office certificate of mailing. All notices to the Association by a Unit Owner shall be deemed to have been given when delivered to the addressee in person or by a post office certificate of mailing.

22.05 Governing Law. Should any dispute or litigation arising between any of the parties whose rights or duties are affected or determined by the Condominium Documents, such dispute or litigation shall be governed by the laws of the State of Alabama.

22.06 Waiver. No provisions contained in the Condominium Documents 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.

22.07 Ratification. Each Unit Owner, by reason of having acquired ownership of his Condominium Parcel, whether by purchase, gift, operation of law or otherwise, shall be deemed to have acknowledged and agreed that all the provisions of the Condominium Documents, and any Rules and Regulations promulgated thereunder, are fair and reasonable in all material respects.

22.08 Captions. The captions used in the Condominium Documents 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 the Condominium Documents.

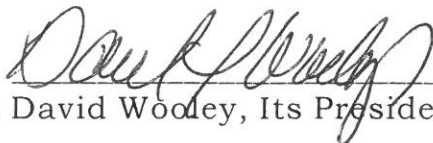
22.09 Costs and Attorney's Fees. In any proceeding arising because of an alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceedings and such reasonable attorney's fees as may be awarded by the Court.

22.10 Applicability. Each Unit Owner shall be subject to all rights and duties assigned to Unit Owners under the terms of the Condominium Documents.


22.11 Repealer. All previous Declarations and Amendments thereto are repealed except for previously filed Exhibits that are expressly ratified by this Amended Declaration.

IN WITNESS WHEREOF, the Declarant has caused this Amended Declaration of Condominium to be executed this 30 day of APR, 2010.

SeaChase Owners' Association, Inc.


By: David Wooley, Its President

ATTESTED:


By: Sarah DeLazzer, Its Secretary

STATE OF Alabama)
COUNTY OF Baldwin)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certifies that David Wooley, whose name as President of SeaChase Owners' Association, Inc., an Alabama Nonprofit 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation on the day the same bears date.

Given under my hand and seal this the 30 day of November, 2010.


Notary Public

My Commission Expires: _____ My Commission Expires **04/17/12**

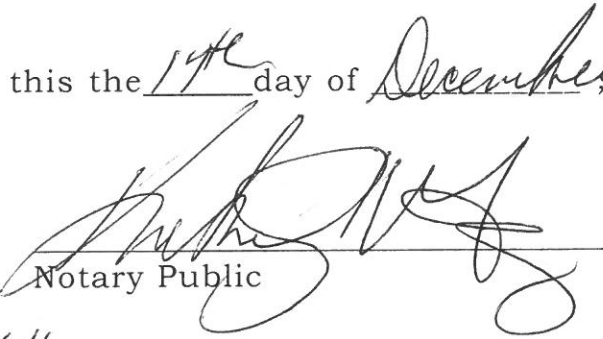


STATE OF _____)

COUNTY OF _____)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certifies that Sarah DeLazzer, whose name as Secretary of SeaChase Owners' Association, Inc., an Alabama Nonprofit 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 said instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation on the day the same bears date.

Given under my hand and seal this the 17th day of December 2010.



Notary Public

My Commission Expires: 8/28/2011

This Instrument Prepared By:
Daniel H. Craven, P.C.
Attorney at Law
Post Office Drawer 4489
Gulf Shores, AL 36547
Voice: 251-968-8170
Fax: 251-968-4837
E-mail: dhclaw@gulftel.com

EXHIBIT A

OWNERSHIP OF THE COMMON ELEMENTS

Unit type/Approx. sq. ft./Total square footage/No. of units/
% of ownership per unit

Unit Type	Square Feet in unit excluding balcony	Total Square Feet of unit type excluding balconies	Number of Units/Type	% Ownership of common elements/unit
A 2/2M	1341	67050	50	0.44
B 3/2M	1542	35466	23	0.5168
C 3/2C	1675	80400	48	0.5614
A-1 2/2E	1420	28400	20	0.4759
B-1 3/3M	1634	14706	9	0.5477
C-1 3/3C	1965	37335	19	0.6586
1201C	3154	3154	1	1.0571
1202C	2232	2232	1	0.7481
1203C	2980	2980	1	0.9988
1601W	2093	2093	1	0.7015
1602W	1521	1521	1	0.5098
1603W	1357	1357	1	0.4548
1604W	1357	1357	1	0.4548
1605W	2038	2038	1	0.6831
1101E	2305	2305	1	0.7726
1102E	1420	1420	1	0.4759
1103E	1420	1420	1	0.4759
1104E	1634	1634	1	0.5477
1105E	2355	2355	1	0.7893
1201E	2305	2305	1	0.7726
1202E	1420	1420	1	0.4759
1203E	1420	1420	1	0.4759
1204E	1634	1634	1	0.5477
1205E	2355	2355	1	0.7893
Total	44,577	298,357	187	100
M= Middle Unit				
C= Corner Unit				

**PHASE I- SEACHASE CENTER
PHASE II - SEACHASE WEST
PHASE III - SEACHASE EAST**

**APPROXIMATE SQUARE FOOTAGE IN EACH UNIT
PERCENT OF OWNERSHIP IN COMMON ELEMENTS APPURTENANT TO EACH UNIT
VOTE IN ASSOCIATION APPURTENANT TO EACH UNIT**

	Unit	Type	Square Footage	% of Common Ownership	Vote Value
1	101-C	C	1675	0.561	0.561
2	102-C	A	1341	0.449	0.449
3	103-C	A	1341	0.449	0.449
4	201-C	C	1675	0.561	0.561
5	202-C	A	1341	0.449	0.449
6	203-C	A	1341	0.449	0.449
7	204-C	B	1542	0.517	0.517
8	205-C	C	1675	0.561	0.561
9	301-C	C	1675	0.561	0.561
10	302-C	A	1341	0.449	0.449
11	303-C	A	1341	0.449	0.449
12	304-C	B	1542	0.517	0.517
13	305-C	C	1675	0.561	0.561
14	401-C	C	1675	0.561	0.561
15	402-C	A	1341	0.449	0.449
16	403-C	A	1341	0.449	0.449
17	404-C	B	1542	0.517	0.517
18	405-C	C	1675	0.561	0.561
19	501-C	C	1675	0.561	0.561
20	502-C	A	1341	0.449	0.449
21	503-C	A	1341	0.449	0.449
22	504-C	B	1542	0.517	0.517
23	505-C	C	1675	0.561	0.561
24	601-C	C	1675	0.561	0.561
25	602-C	A	1341	0.449	0.449
26	603-C	A	1341	0.449	0.449
27	604-C	B	1542	0.517	0.517
28	605-C	C	1675	0.561	0.561
29	701-C	C	1675	0.561	0.561
30	702-C	A	1341	0.449	0.449

31	703-C	A	1341	0.449	0.449
32	704-C	B	1542	0.517	0.517
33	705-C	C	1675	0.561	0.561
34	801-C	C	1675	0.561	0.561
35	802-C	A	1341	0.449	0.449
36	803-C	A	1341	0.449	0.449
37	804-C	B	1542	0.517	0.517
38	805-C	C	1675	0.561	0.561
39	901-C	C	1675	0.561	0.561
40	902-C	A	1341	0.449	0.449
41	903-C	A	1341	0.449	0.449
42	904-C	B	1542	0.517	0.517
43	905-C	C	1675	0.561	0.561
44	1001-C	C	1675	0.561	0.561
45	1002-C	A	1341	0.449	0.449
46	1003-C	A	1341	0.449	0.449
47	1004-C	B	1542	0.517	0.517
48	1005-C	C	1675	0.561	0.561
49	1101-C	C	1675	0.561	0.561
50	1102-C	A	1341	0.449	0.449
51	1103-C	A	1341	0.449	0.449
52	1104-C	B	1542	0.517	0.517
53	1105-C	C	1675	0.561	0.561
54	1201-C	Penthouse	3154	1.057	1.057
55	1202-C	Penthouse	2232	0.748	0.748
56	1203-C	Penthouse	2980	0.999	0.999
	56 Units	Phase I	88,463	29.65	29.65

	Unit	Type	Square Footage	% of Common Ownership	Vote Value
1	103-W	A	1341	0.449	0.449
2	104-W	A	1341	0.449	0.449
3	105-W	C	1675	0.561	0.561
4	201-W	C	1675	0.561	0.561
5	202-W	B	1542	0.517	0.517
6	203-W	A	1341	0.449	0.449
7	204-W	A	1341	0.449	0.449
8	205-W	C	1675	0.561	0.561
9	301-W	C	1675	0.561	0.561
10	302-W	B	1542	0.517	0.517
11	303-W	A	1341	0.449	0.449
12	304-W	A	1341	0.449	0.449
13	305-W	C	1675	0.561	0.561
14	401-W	C	1675	0.561	0.561
15	402-W	B	1542	0.517	0.517
16	403-W	A	1341	0.449	0.449
17	404-W	A	1341	0.449	0.449
18	405-W	C	1675	0.561	0.561
19	501-W	C	1675	0.561	0.561
20	502-W	B	1542	0.517	0.517
21	503-W	A	1341	0.449	0.449
22	504-W	A	1341	0.449	0.449
23	505-W	C	1675	0.561	0.561
24	601-W	C	1675	0.561	0.561
25	602-W	B	1542	0.517	0.517
26	603-W	A	1341	0.449	0.449
27	604-W	A	1341	0.449	0.449
28	605-W	C	1675	0.561	0.561
29	701-W	C	1675	0.561	0.561
30	702-W	B	1542	0.517	0.517
31	703-W	A	1341	0.449	0.449
32	704-W	A	1341	0.449	0.449
33	705-W	C	1675	0.561	0.561
34	801-W	C	1675	0.561	0.561
35	802-W	B	1542	0.517	0.517
36	803-W	A	1341	0.449	0.449
37	804-W	A	1341	0.449	0.449
38	805-W	C	1675	0.561	0.561

39	901-W	C	1675	0.561	0.561
40	902-W	B	1542	0.517	0.517
41	903-W	A	1341	0.449	0.449
42	904-W	A	1341	0.449	0.449
43	905-W	C	1675	0.561	0.561
44	1001-W	C	1675	0.561	0.561
45	1002-W	B	1542	0.517	0.517
46	1003-W	A	1341	0.449	0.449
47	1004-W	A	1341	0.449	0.449
48	1005-W	C	1675	0.561	0.561
49	1101-W	C	1675	0.561	0.561
50	1102-W	B	1542	0.517	0.517
51	1103-W	A	1341	0.449	0.449
52	1104-W	A	1341	0.449	0.449
53	1105-W	C	1675	0.561	0.561
54	1201-W	C	1675	0.561	0.561
55	1202-W	B	1542	0.517	0.517
56	1203-W	A	1341	0.449	0.449
57	1204-W	A	1341	0.449	0.449
58	1205-W	C	1675	0.561	0.561
59	1401-W	C	1675	0.561	0.561
60	1402-W	B	1542	0.517	0.517
61	1403-W	A	1341	0.449	0.449
62	1404-W	A	1341	0.449	0.449
63	1405-W	C	1675	0.561	0.561
64	1501-W	C	1675	0.561	0.561
65	1502-W	B	1542	0.517	0.517
66	1503-W	A	1341	0.449	0.449
67	1504-W	A	1341	0.449	0.449
68	1505-W	C	1675	0.561	0.561
69	1601-W	Penthouse	2093	0.702	0.702
70	1602-W	Penthouse	1521	0.510	0.510
71	1603-W	Penthouse	1357	0.455	0.455
72	1604-W	Penthouse	1357	0.455	0.455
73	1605-W	Penthouse	2038	0.683	0.683
	73 Units	Phase II	110,851	37.27	37.27

	Unit	Type	Square Footage	% of Common Ownership	Vote Value
1	101-E	C-1	1965	0.659	0.659
2	102-E	A-1	1420	0.476	0.476
3	103-E	A-1	1420	0.476	0.476
4	201-E	C-1	1965	0.659	0.659
5	202-E	A-1	1420	0.476	0.476
6	203-E	A-1	1420	0.476	0.476
7	204-E	B-1	1634	0.548	0.548
8	205-E	C-1	1965	0.659	0.659
9	301-E	C-1	1965	0.659	0.659
10	302-E	A-1	1420	0.476	0.476
11	303-E	A-1	1420	0.476	0.476
12	304-E	B-1	1634	0.548	0.548
13	305-E	C-1	1965	0.659	0.659
14	401-E	C-1	1965	0.659	0.659
15	402-E	A-1	1420	0.476	0.476
16	403-E	A-1	1420	0.476	0.476
17	404-E	B-1	1634	0.548	0.548
18	405-E	C-1	1965	0.659	0.659
19	501-E	C-1	1965	0.659	0.659
20	502-E	A-1	1420	0.476	0.476
21	503-E	A-1	1420	0.476	0.476
22	504-E	B-1	1634	0.548	0.548
23	505-E	C-1	1965	0.659	0.659
24	601-E	C-1	1965	0.659	0.659
25	602-E	A-1	1420	0.476	0.476
26	603-E	A-1	1420	0.476	0.476
27	604-E	B-1	1634	0.548	0.548
28	605-E	C-1	1965	0.659	0.659
29	701-E	C-1	1965	0.659	0.659
30	702-E	A-1	1420	0.476	0.476
31	703-E	A-1	1420	0.476	0.476
32	704-E	B-1	1634	0.548	0.548
33	705-E	C-1	1965	0.659	0.659
34	801-E	C-1	1965	0.659	0.659
35	802-E	A-1	1420	0.476	0.476
36	803-E	A-1	1420	0.476	0.476
37	804-E	B-1	1634	0.548	0.548
38	805-E	C-1	1965	0.659	0.659

39	901-E	C-1	1965	0.659	0.659
40	902-E	A-1	1420	0.476	0.476
41	903-E	A-1	1420	0.476	0.476
42	904-E	B-1	1634	0.548	0.548
43	905-E	C-1	1965	0.659	0.659
44	1001-E	C-1	1965	0.659	0.659
45	1002-E	A-1	1420	0.476	0.476
46	1003-E	A-1	1420	0.476	0.476
47	1004-E	B-1	1634	0.548	0.548
48	1005-E	C-1	1965	0.659	0.659
49	1101-E	Penthouse	2305	0.773	0.773
50	1102-E	Penthouse	1420	0.476	0.476
51	1103-E	Penthouse	1420	0.476	0.476
52	1104-E	Penthouse	1634	0.548	0.548
53	1105-E	Penthouse	2355	0.789	0.789
54	1201-E	Penthouse	2305	0.773	0.773
55	1202-E	Penthouse	1420	0.476	0.476
56	1203-E	Penthouse	1420	0.476	0.476
57	1204-E	Penthouse	1634	0.548	0.548
58	1205-E	Penthouse	2355	0.789	0.789
	56 Units	Phase III	98,734	33.084	33.084
	187 Units	Phase I - III	298,048	100%	100%

1% OF TOTAL PRIVATE AREA WOULD = .336 VOTE VALUE

EXHIBIT B

PLATS AND PLANS

To the extent that this Exhibit "B" does not conflict with the Amended Declaration of Condominium of SeaChase, a Condominium, this Exhibit "B" adopts all previously recorded filings, exhibits and amendments, including, but not limited to, all drawings, plats and plans of the condominium development as recorded in the records of the Office of the Judge of Probate, Baldwin County, Alabama.

CHAPTER 8.

CONDOMINIUM OWNERSHIP.

Sec.

- 35-8-1. Short title.
- 35-8-2. Definitions.
- 35-8-3. Applicability of chapter.
- 35-8-4. Units to constitute real property.
- 35-8-5. Unit ownership, possession and enjoyment.
- 35-8-6. Common and limited common elements.
- 35-8-7. Establishment of condominium property; contents of declaration.
- 35-8-8. Unit deeds and other instruments.
- 35-8-9. Duties and responsibilities of association for administration and management of property.
- 35-8-10. Bylaws of association.
- 35-8-11. Recordation of documents and instruments.
- 35-8-12. Liability, actions and service of process.

Sec.

- 35-8-13. Common expenses and limited common expenses.
- 35-8-14. Prohibited work.
- 35-8-15. Taxes, special assessments, etc.
- 35-8-16. Liens against condominium property generally.
- 35-8-17. Liens in favor of association.
- 35-8-18. Blanket mortgage on condominium property.
- 35-8-19. Mortgage investments on condominium property.
- 35-8-20. Termination of condominium.
- 35-8-21. Construction and application of building or zoning laws, ordinances and regulations.
- 35-8-22. Chapter to be liberally construed.

§ 35-8-1. Short title.

This chapter shall be known as the "Condominium Ownership Act." (Acts 1964, 1st Ex. Sess., No. 206, p. 266, § 1; Acts 1973, No. 1059, p. 1732, § 1.)

§ 35-8-2. Definitions.

For the purposes of this chapter, the following terms shall have the meanings respectively ascribed to them by this section:

(1) **ASSOCIATION.** The entity responsible for the administration and management of the condominium property.

(2) **COMMON ELEMENTS.** A part or parts of the condominium property as set forth in the declaration in which all of the unit owners have an undivided interest.

(3) **COMMON EXPENSES.** The expenses arising out of ownership of common elements for which the unit owners are liable to the association in accordance with the declaration and bylaws.

(4) **COMMON SURPLUS.** The excess of all receipts of the association arising out of ownership of common elements over the amount of common expenses.

(5) **CONDOMINIUM.** The form of ownership of real or personal property or a combination thereof under a declaration providing for ownership of units of the property by one or more owners. Such units may consist of private elements together with an undivided interest in common and limited common elements.

(6) **CONDOMINIUM PROPERTY.** The property covered by the declaration and all easements, rights and interests belonging thereto or intended for the benefit thereof. Where such property is real property there is no requirement that it be contiguous.

(7) **DECLARATION.** The declaration as described in section 35-8-7, as such declaration may be amended from time to time.

(4) The right to use such common elements and limited common elements in accordance with the declaration and bylaws, but consistent with the lawful rights of other unit owners.

(5) An exclusive easement for the use of any air space occupied by the private elements as they exist at any particular time and as they may lawfully be altered or reconstructed from time to time.

(6) Easements through other units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to units and the common and limited common elements.

(7) An easement of support in every other unit which contributes to the support of such unit.

(8) The right of access to a public street or highway.

(9) Such other incidents to ownership, possession and enjoyment as the declaration may provide. (Acts 1973, No. 1059, p. 1732, § 5.)

§ 35-8-6. Common and limited common elements.

(a) The undivided interest in the common elements and limited common elements or the method for determining such interests shall be set forth in the declaration.

(b) Any conveyance, lease, devise or other disposition or mortgage or encumbrance of any unit shall extend to and include such undivided interest in the common and limited common elements, whether or not expressly referred to in the instrument effecting the same.

(c) The common elements and limited common elements shall remain undivided from the condominium property and shall not be the object of an action for partition or division unless the condominium property is removed from the provisions of this chapter as provided in section 35-8-20. Nothing in this chapter shall be construed as a limitation on partition of individual interests in a unit or units by co-owners of such unit or units.

(d) The undivided interest of each unit owner in the common elements and limited common elements or the method for determining such interests shall be as set forth in the declaration and shall not thereafter be changed unless the owners of record of the units affected thereby and the holders of record of any liens thereon shall have agreed to an amendment to the declaration which specifies such change. Such agreement may be made either in advance of or at the time of such amendment. The amended declaration shall be duly recorded. (Acts 1964, 1st Ex. Sess., No. 206, p. 266, § 6; Acts 1973, No. 1059, p. 1732, § 6.)

§ 35-8-7. Establishment of condominium property; contents of declaration.

Condominium property shall be established by recording a properly executed declaration as set forth in section 35-8-11. A declaration shall be executed with the formalities of a deed to real property. It shall be executed by all persons having title of record or lien interests of record to such real property, not including mineral interests, royalty interests, rights-of-way and easements. In

and transfer of units, such provisions of the declaration shall be enforceable equitable servitudes and shall run with the land and shall be effective until the declaration is revoked or the provisions amended; and

(14) The method of amending the declaration, which shall require recording of any such amendment before it shall become effective, but in no case shall any amendment change a unit unless the owner of record of such unit and the holders of record of any liens thereon shall have agreed to such amendment either at the time of such amendment or in advance of such amendment. (Acts 1964, 1st Ex. Sess., No. 206, p. 266, § 11; Acts 1973, No. 1059, p. 1732, § 7.)

§ 35-8-8. Unit deeds and other instruments.

(a) Prior to the conveyance of any unit, plans or other graphic description, certified by a licensed or registered engineer or architect, in sufficient detail to identify the common elements, limited common elements and private elements comprising such unit as built, shall be recorded as a part of the declaration or as an amendment thereto. Such unit shall be identified by assigning a distinctive letter, number or other means of identification by which it may be separately identified from the other units. Where the plans or other graphic description of two or more elements of any unit or units are identical, a single plan or other graphic description of such elements shall be sufficient to satisfy the requirements of this chapter.

(b) Prior to the conveyance of any unit, a copy of the bylaws and any amendments thereto shall be recorded in the same public records as the declaration and amendments thereto.

(c) A deed, mortgage, lease or other instrument pertaining to a unit shall have the same force and effect in regard to such unit as would be given to a like instrument pertaining to other real property which has been similarly made, executed, acknowledged and recorded. In addition to such other matters as may be desired, not inconsistent with this chapter or the declaration, a unit deed shall contain the following:

- (1) The name of the condominium property as set forth in the declaration.
- (2) The name of the county or counties in which the condominium property is located.

(3) The distinctive unit identification required by subsection (a) of this section, together with a reference to the recording office and the book and page where the declaration and bylaws and amendments thereto are recorded.

(4) A statement of the proportionate undivided interests in the common elements and limited common elements assigned to such unit or the method for determining such interests as set forth in the declaration or any amendments thereto. (Acts 1964, 1st Ex. Sess., No. 206, p. 266, § 12; Acts 1973, No. 1059, p. 1732, § 8.)

license the use of common elements and limited common elements in a manner not inconsistent with the rights of unit owners.

(7) The association may acquire or enter into agreements whereby it acquires personal property, real property, leaseholds, memberships or other possessory or use interests in lands or facilities including, but not limited to, country clubs, golf courses, marinas and other recreational facilities intended for the use or benefit of the unit owners. No unit shall be changed except by amendment to the declaration, and no unit owner shall be charged with any cost or expense of such acquisition or any portion of the cost or expense of the administration, management, repair or replacement thereof, or have any liability in connection therewith, without such unit owner's express consent.

(8) The association may enter into agreements by which its powers and responsibilities or some of them may be exercised or performed by some other person or persons. (Acts 1964, 1st Ex. Sess., No. 206, p. 266, § 25; Acts 1973, No. 1059, p. 1732, § 9.)

§ 35-8-10. Bylaws of association.

The bylaws govern the administration and management of the condominium property by the association. In addition to such other provisions as may be desired, not inconsistent with this chapter or the declaration, the bylaws shall contain:

(1) The form of administration, indicating the titles of the officers and governing board of the association, if any, and specifying the powers, duties and manner of selection, removal and compensation, if any, of officers and board members.

(2) The name and residence address of the person designated as agent to receive service of process upon the association if the association is not incorporated. Such agent must be a resident of this state.

(3) The method of calling meetings of unit owners, the percentage of unit owners or voting rights required to make decisions regarding administration and management of the condominium property and to constitute a quorum, but such bylaws may nevertheless provide that unit owners may waive notice of meetings or may act by written agreement without meetings.

(4) Provision for the maintenance of accounting records, in accordance with generally accepted accounting principles, open to inspection by unit owners at reasonable times. Such records shall include:

a. A record of all receipts and expenditures.

b. An account for each unit, setting forth any shares of common expenses or limited common expenses or other charges due, the due dates thereof, the present balance due and any interest in common surplus or limited common surplus.

(5) The method of amending the bylaws, which shall require recording of any such amendment before it shall become effective. Such method need not be the same as that used for amendment of the declaration. (Acts 1964, 1st Ex. Sess., No. 206, p. 266, §§ 18, 19; Acts 1973, No. 1059, p. 1732, § 10.)

bylaws for service of process. Service of process upon any member of the association shall not constitute service of process upon the association.

(i) A unit owner shall have the capacity to sue the association and other unit owners who may be liable by reason of any act or omission on their own part, in tort as if he were a member of the public, and such action shall not be barred on the ground that the plaintiff is a co-owner. Such action shall be at the expense of such plaintiff unit owner, and he shall nevertheless be required to pay any pro rata cost of defense, settlement or judgment of such action which may be assessed against unit owners by the association. (Acts 1964, 1st Ex. Sess., No. 206, p. 266, § 27; Acts 1973, No. 1059, p. 1732, § 12.)

§ 35-8-13. Common expenses and limited common expenses.

The common expenses and limited common expenses shall be charged to unit owners in such amount that the charge corresponds approximately to their respective undivided interests in the common elements and limited common elements as set forth or determined by the declaration and amendments thereto. The amount of such expenses charged to each unit shall be a lien against such unit subject to the provisions of section 35-8-17. A unit owner shall, by acceptance of title, be conclusively presumed to have agreed to pay his proportionate share of such expenses accruing while he is the owner of a unit. However, the liability of a unit owner for such expenses shall be limited to amounts duly assessed in accordance with this chapter, the declaration and bylaws. No unit owner may exempt himself from liability for his share of such expenses arising out of common elements and limited common elements in which he has an interest by waiver of the enjoyment of the right to use any of the common elements, or limited common elements or by abandonment of his unit or otherwise. Such expenses charged to any unit shall bear interest from the due date set by the association. The interest rate, not to exceed the legal interest rate, may be established by the association or, if no rate is so established, it shall be the legal rate. (Acts 1964, 1st Ex. Sess., No. 206, p. 266, §§ 21, 23; Acts 1974, No. 1059, p. 1732, § 13.)

§ 35-8-14. Prohibited work.

There shall be no material alteration of or substantial addition to the common elements or limited common elements except as authorized by the declaration. No unit owner shall contract for or perform any maintenance, repair, replacement, removal, alteration or modification of the common elements, or limited common elements, or any additions thereto, except through the association and its officers. No unit owner shall take or cause to be taken any action within his unit which would jeopardize the soundness or safety of any part of the condominium property or impair any easement or right of any unit owner or affect the common elements, or limited common elements, without the unanimous consent of all unit owners who might be affected thereby. (Acts 1964, 1st Ex. Sess., No. 206, p. 266, § 8; Acts 1973, No. 1059, p. 1732, § 14.)

satisfied or discharged. (Acts 1964, 1st Ex. Sess., No. 206, p. 266, § 9; Acts 1973, No. 1059, p. 1732, § 16.)

§ 35-8-17. Liens in favor of association.

The association shall have a lien on each unit for any unpaid assessment duly made by the association for a share of common expenses, limited common expenses or otherwise, together with interest thereon and, if authorized by the declaration or bylaws, reasonable attorney's fees. Such lien shall be effective from and after the time of recording in the public records of the county in which the unit is located of a claim of lien stating the description of the unit, the name of the record owner, the amount due and the date when due. Such claim of lien shall include only sums which are due and payable when the claim of lien is recorded and shall be signed and verified by an officer or agent of the association. Upon full payment of all sums secured by the lien, the party making payment shall be entitled to a recordable satisfaction of lien. All such liens shall be subordinate to any lien for taxes, the lien of any mortgage of record and any other lien recorded prior to the time of recording of the claim of the association's lien.

(1) Upon any voluntary conveyance of a unit, the grantor and grantee of such unit shall be jointly and severally liable for all unpaid assessments pertaining to such unit duly made by the association or accrued up to the date of such conveyance without prejudice to the right of the grantee to recover from the grantor any amounts paid by the grantee, but the grantee shall be exclusively liable for those accruing while he is the unit owner.

(2) Any unit owner or any purchaser of a unit prior to completion of a voluntary sale may require from the association a certificate showing the amount of unpaid assessments pertaining to such unit, and the association shall provide such certificate within 10 days after request therefor. The holder of a mortgage or other lien on any unit may request a similar certificate with respect to such unit. Any person other than the unit owner at the time of issuance of any such certificate who relies upon such certificate shall be entitled to rely thereon, and his liability for such unpaid assessments shall be limited to the amounts set forth in such certificate.

(3) If a holder of a first lien of record or other purchaser of a unit obtains title to such unit as a result of foreclosure of the first lien, such acquirer of title, his successors and assigns shall not be fully liable for the share of common expenses, limited common expenses or other assessments by the association pertaining to such unit or chargeable to the former unit owner which became due prior to acquisition of title as a result of the foreclosure. Such unpaid share of common expenses, limited common expenses or other assessments shall be deemed to be common expenses or limited common expenses collectable from all of the remaining unit owners including such acquirer, his successors and assigns.

(4) Liens for unpaid assessments may be foreclosed by an action brought in the name of the association in the same manner as a foreclosure of a mortgage on real property. The association shall have the power, unless

§ 35-8-20. Termination of condominium.

(a) The condominium property may be removed from the provisions of this chapter provided that all unit owners agree and all holders of record of liens affecting any of the units consent or agree, in either case by instruments duly recorded, that their liens be transferred to the undivided share of the unit owner in the property as hereinafter provided.

(b) A circuit court may grant the petition of any unit owner for a removal of the condominium property from the provisions of this chapter and a partition under the following circumstances:

(1) In the event of total destruction of all improvements of the condominium property and no agreement is reached to rebuild such improvements within a reasonable time, or such rebuilding has not been completed within a reasonable time.

(2) In the event of substantial destruction, deterioration or obsolescence of the condominium property and no agreement is reached to repair, reconstruct or rebuild such property, within a reasonable time, or such repair, reconstruction or rebuilding has not been completed within a reasonable time, and at least a majority of votes of unit owners shall be cast in favor of such removal.

(c) Upon removal of the condominium property from the provisions of this chapter, the property shall be deemed to be owned in common by those who were unit owners at the time of such removal. The undivided share in the property owned in common by each such owner with respect to the previous common elements shall be the undivided interest previously owned by such owner in the previous common elements. The undivided share in the property owned in common by each such owner with respect to the previous limited common elements shall be the undivided interest previously owned by each such owner in the previous limited common elements. The undivided share in the property owned in common by each such owner with respect to the previous private elements may be determined by an appraisal of all previous private elements and a computation of the relation that the value of each such owner's previous private elements bears to the value of all previous private elements or such other reasonable method of determination as the declaration may provide. Under no circumstances shall anyone other than the owner of a unit at the time of removal be entitled to the use of any previous element of such previous unit subsequent to the removal of the condominium property from the provisions of this chapter and prior to the sale of such previous element.

(d) After termination of a condominium in any manner, the liens upon the previous units shall be upon the respective undivided interests of the owners as tenants in common.

(e) The termination of a condominium shall not bar the creation of another condominium affecting all or part of the same property. (Acts 1964, 1st Ex. Sess., No. 206, p. 266, § 16; Acts 1973, No. 1059, p. 1732, § 20.)

SECTION 9
Rules and Regulations
Concerning Use of SeaChase, A Condominium

**RULES AND REGULATIONS CONCERNING THE USE OF
SEACHASE, A CONDOMINIUM**

The following rules and regulations outlined in the documents and modified by the Board of Directors from time to time have been adopted by the Board of Directors of SeaChase Condominiums. These Rules and Regulations are applicable to each and every guest at, owner of, and renter of a SeaChase Condominium. A copy of these rules and regulations are being provided to each owner and renter so that there will be a full and complete understanding of the duties and responsibilities of each of us during our stay in our condominiums. It is very important that each owner and renter read and become familiar with these rules and regulations including the enforcement of rule violations by monetary assessments. Failure to have read these rules and regulations will not serve as a valid defense to the assessment of monetary penalties for violations of said rules and regulations.

REMEMBER, ONLY BY ENFORCING FAIR AND REASONABLE RULES AND REGULATIONS WILL WE BE ABLE TO MAINTAIN SEACHASE IN THE CONDITION WE ALL DESIRE. IT IS THE RESPONSIBILITY OF EACH AND EVERY ONE OF US TO ABIDE BY THESE RULES AND REGULATIONS.

A. GENERAL HOUSE RULES

1. Designated walkways and paved areas shall be used at all times and shortcuts shall be prohibited, both to prevent accidents and to preserve the appearance of planted areas. No motorized vehicles shall be operated on any walkway or in any area except upon the driveways and parking area designated for vehicular use.
2. No articles of any kind shall be hung or shaken from doors or windows or placed upon the windowsills or balconies of any units. Under no circumstances shall laundry, clothing, or other articles be placed or hung on the exterior portions of a unit. No balcony shall be enclosed with screens, or any other material.
- 2a. No tile or glass top furniture allowed on balconies. Owner will be held responsible for damages and/or expenses caused to the property.
3. No one shall make or permit to be made any loud or boisterous noises in their units, which will disturb and/or annoy the occupants of any other units at SeaChase or do or permit anything to be done in their units, which will interfere with the rights, or comfort or convenience of others. In this regard, the playing of loud or boisterous music shall be prohibited. Similarly, loud or boisterous conversation on the balconies of any unit between 11:00 p.m. and 8:00 a.m. is prohibited.
4. Each owner shall keep his unit in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown there from, or from the doors or windows or balconies thereof, any dirt or any other substance. All garbage and refuse shall be properly secured in a garbage bag and deposited with care in the garbage chutes located at the end of each hallway.

No trash or other articles shall be burned on the SeaChase premises. The disposal of all trash or refuse shall be strictly in accordance with all rules and regulations as shall, from time to time, be promulgated by the Board of Directors.

5. Only two (2) vehicles per unit are allowed. All vehicles must display a SeaChase, Vehicle Registration Certificate on their windshield. All Owners must register cars with the association office.

5. a. The sidewalks, driveways, and parking areas must not be obstructed or encumbered of use for any purpose other than ingress and egress and parking. Skateboards and roller skates are not to be used on the premises. No vehicles may be parked at anytime in front of the entrance to the large trash bins duly marked in each tower. Covered automobile parking has been provided to certain owners who have paid a charge for the privilege to park in these covered spaces. No automobiles may be parked in covered spaces by anyone who has not paid for the privilege to so park their vehicle. Vehicles may only be parked in designated parking spaces and no vehicle shall be parked in such a manner as to impede or prevent ready access to any other parking areas. NO shared parking space, driveway, or other areas shall be used for the storage or parking of any boat, boat trailer, house trailer, camper trailer, motor home, or any other sort of towed vehicle of object during the following holidays: Spring Break, Memorial Day weekend, July 4th, Labor Day weekend. Similarly, the above-identified vehicles may not be parked in the parking lot on any other occasions when in the judgment of the security personnel on duty it will interfere with the ability of owners, guests, or renters to utilize the designated area of the parking lot for parking. At times when the number of owners, guests, and/or renters is light and the security personnel deem to parking of the above identified vehicles not to cause a hazard of interference with parking by owners, guest, and/or renters, such parking shall be allowed but only in specific areas designated by the security guards and for the time which they designate. The owners, their employees, servants, agents, visitors, licensees, guests, family, and renters will obey the parking regulations posted in the private street, parking areas and drives and any other traffic regulations promulgated in the future for the safety, comfort or convenience of the owners. Washing of cars, boats, and vehicles of any kind is prohibited in shared parking area. **Violators will be towed at owner's expense.**

5b. Unapproved watercraft may be parked in shared parking area provided space is available; if not available the renter may forfeit their deposit.

6. Water closets or any other water apparatus in the building shall not be used for any purpose other than those for which they were designated nor shall any sweepings, rubbish, rugs, or other articles be placed in same. Any damage resulting from misuse of any water closets or other water apparatus in the units shall be repaired and paid for by the owner and/or renter of such unit.

7. A unit owner may identify his unit with a nameplate of a type and size approved by the Association and mounted in a place and manner approved by the Association. No other sign, advertisement, notice or other lettering shall be exhibited, inscribed, printed or fixed by any unit owner on any part of the outside of a building, hung from or placed on windows, windowsills, balconies, or otherwise displayed without the proper written consent of the Association.

8. Unit owners and/or renters are reminded that alterations and repairs of the common elements is the responsibility of the Association except for those matters which are stated in the declaration to be the responsibility of a unit owner. No work of any kind is to be done affecting those portions of exterior building walls or interior boundary walls which is the responsibility of the Association without first obtaining the approval required by the Declaration of Condominium.

9. NO radio or television antenna shall be attached to or hung from the exterior of any building without the prior written approval of the Board of Directors.

10. The Association, its workmen, contractors, or agents, shall have the right of access to any unit at any reasonable hour of the day for the purpose of making inspections, repairs, replacements, or improvements, or to remedy any conditions which would result in damage to other portions of the building, or for any purpose permitted under the terms of the Declaration or the By-Laws. Except in the case of emergency, entry will be made by pre-arrangement with the owner. In the event the Association find there are vermin, insects, or other pests within any unit, it may take measures, as

it deems necessary to control or exterminate same.

11. No one shall use or permit to be brought into any unit nor upon any of the common area and facilities any flammable oils or fluids such as gasoline, kerosene, naphtha or benzene, propane, natural gas or any other explosives or articles deemed hazardous to life, limb or property. Storage of oil-based paint is prohibited.

12. All window and door treatment coverings shall have a neutral colored backing to insure uniform conformity to the exterior.

13. Barbecuing will be allowed on balconies by owners only, using electric grills.

14. Items may not be dropped or thrown from the balconies.

15. Birds may not be fed from the units.

16. Common area furniture shall not be removed from such areas.

17. FIREWORKS ARE STRICTLY PROHIBITED BY LAW. Use of such may result in eviction, loss of rent, and possible prosecution by the City of Orange Beach.

18. Carts are provided to help in the movement of luggage and other items to and from condominium units. There are a limited number of these carts to serve a large number of people. It is therefore imperative that all carts be returned to the designated storage areas on the first floor designated outside storage area of each building after usage.

19. Persons under twenty-five (25) years of age shall not rent condominium units and must be accompanied by an adult. Identification is required. Falsification of identification will result in eviction and forfeit of rent.

20. The number of individuals permitted per condominium unit shall be limited to six (6) for a two-bedroom unit and eight (8) for a three-bedroom unit.

21. Guests of owners not staying in a unit at SeaChase, must be accompanied by the owner.

B. INDOOR/OUTDOOR SWIMMING POOLS

22. All persons using the pools at SeaChase do so at their own risk. The Association is not responsible for any accident or injury in connection with the use of the pool or for any loss or damage to personal property. Persons using the pool areas agree not to hold the Association liable for any actions of whatever nature occurring within the pool area.

23. All persons twelve (12) years of age or under must be accompanied at all times by an adult within swimming pool areas. There must be at least one adult to supervise every three persons under the age of twelve (12) in the swimming pools.

24. In order to insure that there will be sufficient room in the swimming pool area for owners, guests, and renters, except by prior arrangements with the Board of Directors, the number of persons in any one group in the pool at any one time will not exceed the resident members of the unit owner's immediate family (i.e. owner, spouse, and children) plus four (4) guests.

25. Resident owners are responsible for the conduct of their guests at all times and for the careful observance of all safety and sanitary precautions by said guests. Any person having an apparent or known skin disease, sore or inflamed eyes, cough, cold, nasal or ear discharge, or any other communicable disease shall be excluded from the pools, spas and water feature areas.

26. NO boisterous activity, rough play, or running shall be permitted in the pools or in the pool area at any time.

27. Swimming alone when no other person is in the immediate pool area is discouraged. However, persons over the age of twenty-one (21) may swim in the pools alone during pool hours if they do so in a manner, which will not disturb the enjoyment of the condominium by other guests and renters.

28. All persons are requested to cooperate in maintaining maximum cleanliness and tidiness in the swimming pool area. Outside showers must be used to wash off sand, saltwater, oil, and lotions before entering the pool. All sand should be removed from apparel and beach equipment before entering the pool areas and buildings.

29. No glassware of any shape, form or size may be brought into the pool areas at any time. Beverages, and food may be brought into the pool areas as long as said items are properly disposed of after usage. Should the consumption of beverages, and/or food lead to littering in the pool areas, all rights regarding the usage of such items in the pool areas will be eliminated.

30. At time of peak occupancy (i.e. Spring Break, Memorial Day weekend, July 4th week, Labor Day weekend) no rafts or floats will be allowed in the swimming pools except for persons under three (3) years of age. At other times, when the enjoyment of the pool area will not be interfered with by the use of rafts or floats, such shall be allowed.

31. The pools shall be used in accordance with such rules and regulations as shall, from time to time, be promulgated by the Board of Health of Baldwin County or Orange Beach, Alabama, and/or by the Board of Directors, which rules shall be posted by the Board of Directors. Because of the risk of infection of others by communicable disease, sex is specifically prohibited in the pools.

32. The pools will be closed from 12:00 a.m. until 6:00 a.m. local time and during such times and seasons as may be decided by the Board of Directors.

33. The use of pool and all other recreational facilities at SeaChase MAY require the wearing of a SeaChase armband. All owners, guests, and renters MAY be provided with this armband and must wear it at all times when using the recreational facilities, so that they are identified as owners, guests, or renter of SeaChase to the security personnel.

34. Other restrictions for pool use shall be as decided by the Board of Directors and posted in the pool area. Any such restrictions will be added as an amendment to these rules and regulations.

C. SPAS

35. All persons using the spas do so at their own risk. The Association is not responsible for any accident or injury in connection with the use of the spas or for any loss or damage to personal property. Persons using the spa areas agree not to hold the Association liable for any actions of whatever nature occurring within the spa areas.

36. All persons twelve (12) years of age or under must be accompanied at all times by an adult within the swimming pool area. Not recommended for the use by small children. Unsupervised use by small children is prohibited. Persons wearing diapers must wear rubber pants.

37. Because of the crowded conditions at SeaChase Condominiums, a Maximum of eight (8) persons will be allowed in any Spa at any one given time.

38. Residents are responsible for the conduct of their guests at all times and for the careful observance of all safety and sanitary precautions. Any person having an apparent or known skin disease, sore or inflamed eyes, cough, cold, nasal or ear discharge, or any communicable disease shall be excluded from the spas.
39. No boisterous, rough play, or running shall be permitted in or around the spa areas. No person under fourteen (14) years of age is permitted in the spa.
40. All persons are requested to cooperate in maintaining maximum cleanliness and tidiness in the spa areas. Outside showers must be used to wash off sand, saltwater, oil and lotions before entering the spa.
41. No glassware may be brought into the spa areas. Beverages, and food may be brought into the spa areas as long as said items are properly disposed of, ie, placed in duly marked receptacles). Should the consumption of beverages and/or food lead to littering in the spa areas, all rights regarding the usage of such items in the spa areas will be eliminated.
42. The spas shall be used in accordance with such rules and regulations as shall, from time to time, be promulgated by the Board of Health of Baldwin County, Alabama and/or by the Board of Directors, which rules shall be posted by the Board of Directors. Because of the risk of infection of others by communicable diseases, sex is specifically prohibited in the spas.
43. The spas will be closed from 12:00 a.m. until 6:00 a.m. local time and during such times and seasons as may be decided by the Board of Directors and posted in the spa areas.
44. The use of spas and all other recreational facilities at SeaChase MAY require the wearing of a SeaChase armband. When applicable, all owners, guests, and renters will be provided with this armband and must wear it at all times when using the recreational facilities, so that they are identified as owners, guests, or renter of SeaChase to the security personnel.
45. Other restrictions for spa use shall be as decided by the Board of Directors and posted in the spa areas. Any restrictions regarding spa use not included in these rules and regulations will be added hereto by amendment.

D. TENNIS and RACQUETBALL COURTS

46. All persons using the tennis or racquetball courts do so at their own risk. The Association is not responsible for any accident or injury in connection with the use of the tennis or racquetball courts or for any loss of damage to personal property. Persons using the tennis or racquetball courts agree not to hold the Association liable for any actions of whatever nature occurring on or around the tennis or racquetball courts.
47. An adult must accompany persons twelve (12) years of age or under on the tennis and racquetball courts.
48. Residents are responsible for the conduct of their guests at all times and for the careful observance of all safety and sanitary precautions at the tennis and racquetball courts.
49. NO boisterous or rough play shall be permitted on the tennis or racquetball courts or in the tennis and racquetball court areas. All persons are requested to cooperate and maintain maximum cleanliness and tidiness in the tennis and racquetball court areas. Tobacco, beverages (other than water), food, or glassware are not permitted in the racquetball court. Tobacco, beverages (other than water), food, or glassware are not permitted on the tennis court.

50. Use of the tennis and racquetball courts shall be scheduled through the SeaChase management office and use of the tennis and racquetball courts shall be limited to one reservation per day per unit owner. Individual play will be limited to one hour if other individuals are waiting to use the courts. The tennis and racquetball courts will be closed from 12:00 a.m. to 6:00 a.m. local time and during such other times and seasons as may be decided by the Board of Directors. Individuals scheduled to use the tennis or racquetball courts after the resident manager has left for the day shall contact the guard on duty to obtain a key for usage of these courts; the key is to be returned to the guard on duty. The last party to use the tennis or racquetball courts in the evening shall be responsible for turning out the lights on the courts.

51. Regulation shoes are required for play on the tennis or racquetball courts. Only standard racquetball and tennis equipment shall be used on the courts. Eye goggles are recommended for racquetball play.

52. No other activity other than tennis is allowed on tennis courts. Racquetball and volleyball only are allowed on racquetball court.

53. The use of the tennis and racquetball courts and all other recreational facilities at SeaChase MAY require the wearing of a SeaChase armband. When applicable, all owners, guests, and renters will be provided with this armband and must wear it at all times when using the recreational facilities, so that they are identified as owners, guests, or renter of SeaChase to the security personnel.

54. The tennis and racquetball courts shall be used in accordance with such rules and regulations as shall, from time to time, be promulgated by the Board of Directors, which rules shall be posted by the Board of Directors and included in these rules and regulations by amendment.

E. FITNESS CENTER

55. All persons using the fitness center do so at their own risk. The Association is not responsible for any accident or injury in connection with the use of the fitness center or for any loss or damage to personal property. Persons using the fitness center agree not to hold the Association liable for any actions of whatever nature occurring in or around the fitness center.

56. No persons under the age of fourteen (14) will be allowed in the fitness center. Persons ages fifteen (15) through sixteen (16) must be accompanied by an adult.

57. Residents are responsible for the conduct of their guests at all times and for the careful observance of all safety and sanitary precautions in the fitness center.

58. The fitness center will be closed from 12:00 a.m. to 6:00 a.m. local time, and during such other time as may be decided by the Board of Directors.

59. Card access is necessary to enter the fitness center.

60. Except by prior arrangement with the Board of Directors the number of persons in any one group in the fitness area at any one time will not exceed the resident members of the unit owner's immediate family (i.e. owner, spouse, and children) plus two (2) guests.

61. NO boisterous activity, rough play, or running shall be permitted in the fitness center at any time. All persons are requested to cooperate and maintain maximum cleanliness and tidiness in the fitness center. Beverages (other than water), food and glassware are not to be brought into the fitness center at any time.

62. All persons wearing wet bathing suits are not permitted to use the fitness area equipment.

63. All persons must wear proper shoes when utilizing the equipment in the fitness center.

64. The fitness center shall be used in accordance with such rules and regulations as shall, from time to time, be promulgated by the Board of Directors, which rules shall be posted by the Board of Directors and included in the rules and regulations by amendment.

65. The use of the fitness center and all other recreational facilities at SeaChase MAY require the wearing of a SeaChase armband. When applicable, guests, and renters will be provided with this armband and must wear it at all times when using the recreational facilities, so that they are identified as owners, guests, or renter of SeaChase to the security personnel.

F. PETS

66. PETS ARE ALLOWED FOR OWNERS ONLY.

66.a. No pets shall be allowed in the pool or spa areas, fitness center, or other common areas.

67. Dogs shall only be walked in designated walk areas and must always be on a leash. Cats and other pets must remain in the units.

68. Loud barking of dogs and excessive noise from pets in units is prohibited and shall be considered and treated as a public nuisance.

G. CONFERENCE ROOM and OWNERS LOUNGE

69. The Conference Room is available for use by owners of SeaChase and renters where five (5) units or more are booked in the same party. Rental unit deposits may be held for damages. Less than five units rented will get a rate for the minimum one night charge & it will be on a per night usage. Renters will be required to pay a cleaning fee. The room is available on a first come first serve basis.

70. The Conference Room Rental Contract must be signed with the date of the reservation. Property functions for SeaChase owners will always supersede individual events.

70a. The Owners Lounge in the West Building is for the use of owners "Only". The owners lounge is available on a first come first serve basis and must be booked with the office.

H. SMOKING

71. Smoking is prohibited in all common areas and most condominium units, as mandated by the City of Orange Beach.

71a. SEACHASE OWNERS WHO RENT MUST HAVE AN ORANGE BEACH BUSINESS LICENCE AS MANDATED BY THE CITY OF ORANGE BEACH. A COPY MUST BE ON FILE IN THE ASSOCIATION OFFICE.

71b. SEACHASE OWNERS WHO RENT MUST MAINTAIN A MINIMUM COVERAGE OF \$ 300,000.00 OF LIABILITY INSURANCE. A COPY MUST BE ON FILE WITH THE ASSOCIATION OFFICE.