

STATE OF ALABAMA  
BALDWIN COUNTY

DECLARATION OF RIGHTS, EASEMENTS, COVENANTS, CONDITIONS,  
AFFIRMATIVE OBLIGATIONS AND RESTRICTIONS APPLICABLE TO  
GULF SHORES PLANTATION PLANNED UNIT DEVELOPMENT

KNOW ALL MEN BY THESE PRESENTS, That Cecil Ward, Jerry E. Wills and James L. Lane, hereinafter called Declarant, do hereby make, publish and declare as follows:

Declarant, as owner of all of the real property lying, being and situated in that certain planned unit development ("PUD") known as Gulf Shores Plantation Planned Unit Development, a subdivision, ("Property"), consisting of 27 Lots located in two phases, according to the plat and survey thereof, as laid down on a map or maps prepared by Volkert & Associates, Inc., said maps having been recorded in the Office of the Judge of Probate of Baldwin County, Alabama, on Slide 1406-A, and by reference incorporated herein and made a part hereof, does hereby covenant and agree with each and every future owner of any part of said Property on the condition that each and every future owner shall by virtue of becoming an owner, (a) accept and agree with Declarant and with each and every other owner or future owner of any such property, that the following covenants, restrictions, conditions, affirmative obligations, easements and limitations shall apply to said Subdivision, (b) constitute covenants running with the land, and (c) be binding upon the Declarant and on such future owners of each and every part or parcel of said subdivision, and upon their respective successors, assigns, heirs and personal representatives.

SECTION ONE  
PROPERTY OWNER'S ASSOCIATION

The Declarant shall transfer any right and powers outlined in the Gulf Shores Plantation Property Owner's Association, Inc. (the "Association"), Articles of Incorporation and Bylaws after three-fourths (75%) of the 27 Lots located in the Property have been transferred or sold. By acceptance of a deed from the Declarant or any Lot owner, any person or entity automatically becomes a member of said Association and agrees to abide by the Association's By-Laws and any rules, regulations, and conditions which have been or will be established by the Association.

SECTION TWO  
LAND USE AND BUILDING TYPE

1. All Lots located in the Property will be used for residential purposes only. No building or structure other than a single-family dwelling house or duplex shall be erected on the property except as otherwise permitted herein. Further no building or structure shall be erected on the property except as otherwise permitted herein. Further no building, out building, fence, or other structure shall be erected on the Property without the prior written approval of the Committee.

2. Any residential structure erected or placed on any Lot within the Property shall include not less 1200 square feet on minimum living space and shall not exceed more than two stories in height above first finished floor level which is living space. Living space is defined as heated, cooled and finished area and does not include porches, decks, patios, garages, carports or attics. All residences will be constructed on pilings of various heights, with the first finished floor elevation to be a minimum of sixteen (16) feet above sea level.

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3. (a) The Exterior materials which are acceptable shall include dryvit or equivalent, stucco fullamite, painted solid wood, natural solid wood (such as cedar or redwood) and hardboard or masonite siding. Any other type of exterior materials will have to be approved by the Committee.

(b) Exterior painting will be in tones which will be compatible and will aesthetically blend with other colors used throughout the Property.

(c) Roofs on all structures must have a minimum 3/12 pitch on the front portion of the structure. No mansard roofs will be permitted without full details outlining the design and materials to used and any other information required by the Committee.

(d) All stack pipes, exhaust fans and other roof projections shall be located on the roofs in such a manner as to be as unobstructive as possible and must be painted to match the roof, any variance from this must have prior written consent from the Committee.

4. No mobile home, house trailer, tent, shack, barn, or other out buildings shall be erected, parked, stored on or moved onto any Lot within the Property as a permanent or temporary structure. This paragraph is not intended to restrict the temporary parking of a recreation vehicle on a Lot.

5. No building shall be located on any Lot other than as approved by the applicable building inspector or as set out on the recorded plat of Gulf Shores Plantation Planned Unit Development and all building sites shall be approved by the Committee prior to commencing construction.

6. No fence or free standing wall shall be constructed unless first approved by the Committee. The approval of the Committee shall be governed by the following:

(1) No chain link, or wire fence of any kind may be used in construction.

(2) Any fence or wall must be in harmony with its surroundings and be pleasing to the eye.

7. (a) No facilities, including poles or wires for the transmission of electricity, television, telephone messages and the like shall be placed or maintained on any Lot and no external or outside antennas, including satellite dishes of any kind shall be allowed.

(b) No Lot owner will cause to be erected or grant to any person, firm or corporation a right, license or privilege to erect or permit the use of overhead wires, poles, or overhead facilities of any kind for electrical or telephone serve on the Property, without the prior written consent of the Committee.

(c) All Lot owners agree to connect utility service lines (including, but limited to gas, water, sewer, cable television, and electricity) at points designated by the Declarant. All utilities from the right of way to residences shall be underground.

8. All mailboxes, lamp posts, street lighting and posts must be constructed and located according to the Declarant's specifications or as approved by the Committee.

9. All exterior lighting of houses shall be in character in keeping with the general subdivision. Yard lighting shall be directed downward and away from neighbors yards. Both house lighting and yard lighting shall be such that it does not shine and disturb adjoining Lot owners. All lighting that the

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Committee determines is out of character with the general scheme of the Property or becomes a nuisance as determined by the Committee shall be removed within five days after notice from the Committee to remove said lighting.

10. Outside air conditioning units may not be located so as to be visible from the street or adjoining Lots, unless enclosed on all sides, except the side facing the house which it services, by a fence or other screening material which has been approved by the Committee, and no window or through the wall air conditioner will be permitted.

11. No Lot may be subdivided or reduced in size by voluntary alienation, judicial sale or other proceedings. No lot shall be sold or occupied as a "Vacation Time-sharing Plan" as defined by the Code of Alabama, 1975.

12. The area set out on the plat of Gulf Shores Plantation Planned Unit Development, as a "common area" is for the use and enjoyment of the owners and their guests and is not intended for the use and enjoyment of the general public.

(a) It shall be the sole responsibility of the Lot owners, through the Association, who own an undivided interest in said "common area" for the upkeep and maintenance of the "common area" and it shall not be the responsibility of the Declarant. Any cost, including but not limited to taxes, assessments, maintenance or upkeep, associated with the "common area" shall be the responsibility of the individual Lot owners, by and through the Association, in accordance with their undivided interest at the time the cost are incurred.

### SECTION THREE USE OF THE PROPERTY

1. No sign of any kind shall be displayed to the public view except signs of not more than five square feet to advertise a home for sale or builder's signs during construction and prior to the sale of the homes by the Declarant, except that for so long as the Declarant owns any Lots within the Property, the Declarant, or their duly authorized agents or assigns, shall have the sole right to erect, display and maintain signs or structures of any type or character, so long as the display or sign area is limited to twenty (20) square feet, on the common areas and Lots owned by the Declarant which promote and aid the Declarant in the sale or disposition of Lots.

2. No animals, birds, livestock or insects shall be kept or maintained on any of the property except animals which have been trained for and used as aids to handicapped persons.

3. No lumber, metals or bulk materials shall be kept, stored or allowed to accumulate on any Lot within the Property, except building materials during the course of construction of any approved structure or improvement. No refuse or trash shall be kept, stored or allowed to accumulate except between scheduled pickups and in accordance with the provisions hereof. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, such trash or refuse must be placed in sanitary containers. Such sanitary containers should be placed in the open only on the day that a pickup is to be made at such place on the Lot as to provide access to the person making such pickup. At all other times such containers shall be stored in such manner so as they cannot be seen from adjacent or surrounding property. In the event the Association determines it is in the best interest of the Lot owners that the trash or other refuse be deposited in one or more sanitary containers (i.e. dumpsters) to be picked up on a regular basis, it will notify each Lot owner and the Lot owner will be required to abide by the decision of the Association. 4. Outside burning of trash, refuse or other materials, except during construction of the structures, on any Lot within the Property shall be prohibited.

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5. No water pipe, gas pipe, sewer pipe or drainage pipe shall be installed or maintained above the surface of the ground of any Lot within the Property except for temporary water hoses used for irrigation purposes.

6. No Lot within the Property shall be used for the purpose of boring, mining, quarrying or exploring for or removing of oil, or other hydrocarbons, minerals, gravel or earth.

7. No obnoxious, offensive, or illegal activity shall be carried on upon any Lot within the Property nor shall anything be done on any Lot within the Property which may become a nuisance to the other Lot owners.

8. No clothes lines of any kind will be permitted on the Property.

9. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkept conditions or structures on the Lot which shall tend to decrease the beauty of the specific area or of the Property as a whole.

10. The provisions of this Article, where applicable, will apply to the Common area.

#### SECTION FOUR ARCHITECTURAL CONTROL

1. No structure, including but not limited to building, outbuilding, or fence, shall be commenced, erected, placed moved onto nor permitted to remain on any Lot, within the Property, nor shall any existing structure upon any Lot within the Property be altered in any way which materially changes the exterior appearance thereof, unless the plans and specifications thereof shall have first been submitted to and approved by the Architectural Control Committee ("Committee"). Such plans and specifications shall be in such form and shall contain such information as may be required by the Committee, and shall include, but not necessarily be limited to, a site plan of the lot showing the location, height, and exterior designing (including a summary of all proposed materials together with samples of exterior materials and paint colors) of all building improvements, proposed to be constructed or altered on the Lot. The plans shall be submitted to the Committee at least fifteen (15) days prior to the date of the proposed construction, rehabilitation or alteration of the Lot. Violations of the above requirements, could, at the election of the Committee, result in injunction.

(a) Within ten (10) days from the date the Committee has received the plans and specifications and other related data, required or requested by the it, it shall notify the Lot owner, in writing, as to whether or not his plans have been approved as submitted, or rejected. If the plans and specifications are rejected, the Committee will inform the Lot owner as to why it was rejected and make recommendations and suggestions to aid the Lot owner in meeting Committee requirements.

2. The Committee shall be composed of not less than three (3) nor more than five (5) individuals designated from time to time by the Declarant during the period of Declarant Control and by a majority of the Lot owners after the period of Declarant Control terminates ("voting members"). The Board of Directors of each of the three adjoining condominium projects shall have the privilege of designating one of their board members, or a duly authorized agent of their board, to attend meetings of the committee for the purpose of advising the committee, but said person shall have no voting rights on any issue before the Committee ("non-voting members"). An affirmative vote of a majority of the voting members of the Committee shall be required in order to issue any permit, authorization of approval pursuant to the directives or authorization set forth herein.

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(a) The Declarant shall retain control of the Architectural Control Committee until the Declarant has sold and conveyed 3/4ths of all 27 Lots located within the Property.

(b) The Declarant shall inform the initial purchaser of a Lot, at the time of closing and/or as need from time to time thereafter, how and where said purchaser can submit his plans and specifications for approval. Nothing to the contrary withstanding, it is the responsible of each Lot owner to submit his plans and specifications to the Committee, as more fully set out hereinafter.

3. (a) The scope of review by the Committee shall be limited to appearance only. The Committee does not assume or accept by the filing hereof any responsibility or authority to review for structural soundness, compliance with building or zoning codes of standards or any other factors, these items to be controlled by the local regulatory agencies.

(b) The Committee shall have the right to disapprove any plans and specifications submitted for approval for any reason it deems appropriate, including but not limited to, the following:

(1) Failure to comply with the covenants and restrictions set forth herein;

(2) Objections to exterior design, appearance, color scheme, finish, proportions, style of architecture, height, bulk or materials, of any proposed structure of improvements;

(3) Objection to the site plan, clearing plan, or drainage plan for any Lot;

(4) Incompatibility of any proposed structure or improvement or use thereof with the existing structures or uses upon other Lots in the Property;

(5) Failure of plans to take into consideration the particular topography, vegetative characteristics and natural environment of the Lot;

(6) Failure to pay the appropriate filing fee, if any, as set out by the Committee, with the submitted plans and specifications. Said fee to be used to defray the cost involved with consulting fees incurred by the Committee in reviewing the plans and related data.

(7) Any other matter which in the judgment of the Committee, would render the proposed structure, improvement or use inharmonic with the general plan and improvements of the Property or with structures, improvements or uses located upon other Lots in the Property.

(c) Plans and specifications which are approved by the Committee shall terminate and be rendered void if construction is not begun within nine (9) months after the date of the certificate evidencing such approval unless such nine (9) month period is extended by the Committee in which event the extended time period shall be applicable.

4. If any structure or improvement shall be altered, erected, placed or maintained upon any Lot or any new use commenced on any Lot, other than in accordance with plans and specifications approved by the Committee pursuant to Provisions of this Section, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this covenant and without the approval required herein, and upon written notice from the Committee, any structure or improvements so altered, erected, placed or maintained upon any Lot in violation hereof shall be removed or realtered and any such use shall be terminated so as to extinguish such violation.

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If fifteen (15) days after the notice of such violation the owner of the Lot upon which such violation exists shall not have taken reasonable steps toward removal or termination of the same, the Declarant or a majority of the Lot owners shall have the right to enter upon such Lot and to take such steps as may be necessary to extinguish violations and the cost thereof shall be a binding, personal obligation of such owner as well as a lien (enforceable in the same manner as a mortgage with a power of sale clause) upon the Lot in question. The Lien provided in this covenant shall not be valid against a bona fide purchaser (or bona fide mortgage) of the Lot in question unless a lien shall have been filed in the Probate records of Baldwin County, Alabama prior to the recordation of the deed (or mortgage) conveying the Lot in question to such purchaser (or subjecting the same to such mortgage).

5. Any agent of the Declarant or the Committee may at any reasonable time or times enter upon and inspect any Lot and any improvements thereon for the purposes of ascertaining whether the maintenance of such Lot and the maintenance, construction, or alteration of structures and improvements thereon are in compliance with the provisions hereof; and neither Declarant nor the Committee nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

6. Neither the Committee nor any architect nor agent thereof, nor Declarant, nor any partner agent or employee of any of the foregoing, shall be responsible in any way for any failure of structures or improvements to comply with the requirement so this Declaration, any defects in any plans and specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications, and all persons submitting any such plans and specifications, and all persons relying thereon agree not to sue or claim against the entities and person referred to in this section for any cause arising out of the matters referred to, and further agree to and do hereby release said entities and person from any and every such cause.

#### SECTION FIVE RESTRICTIONS

1. Lots may be used only for single family residences or duplexes and shall be subject to the recorded restrictions applicable to the Lots. This is not intended to prohibit a Lot owner from renting or leasing his residence or duplex.

2. No waste, refuse or litter shall be permitted to remain on any Lot within the Property. No outside toilets are allowed except a written permit may be issued by the appropriate authorities for temporary basis during construction if necessary. All plumbing facilities are required to be connected to an approved sewer system.

3. No open burning of any kind is allowed except as may be permitted in accordance with environmental and health regulations. No noxious or offensive activities may be permitted on any Lot, nor shall anything be done thereof which shall be or become a nuisance to the neighborhood, and the Committee shall determine what constitutes noxious and offensive activities and such determination shall be complete and final.

4. No stripped down, partially wrecked or junked motor vehicles or sizable part thereof, and no discarded or abandoned materials or vehicles of any kind shall be permitted to be parked or stored upon any Lot or along any service driveway, street, common area or community property within the Property.

5. All Lots and ditches between Lots, if any, and shoulder of the road must be maintained by Lot owners in a tidy and satisfactory manner and should said property not be properly

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maintained, the Committee may provide such maintenance as it deems necessary and bill the Lot owner for said maintenance. The cost of the maintenance shall constitute a lien against the Lot and also be the personal obligation of the Lot owner to pay.

The Committee is granted the right to enter upon any Lot to perform work on the same for the purpose of improving its general appearance, if, in the Committee's sole judgment, it deems the appearance of the Lot to be substandard. No agent of the Committee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

6. No discharge of firearms is permitted within the Property.

7. Each Lot in Gulf Shores Plantation Planned Unit Development, a subdivision, is hereby declared to have an easement over all adjoining lots, and the common area for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlements or shifting of the building, or any other similar cause, and any encroachment due to building overhang or projection. There shall be valid easements for the maintenance of said encroachments so long as they exist, and the rights and obligations of purchasers shall not be altered in any way by any encroachment, settling or shifting, provided, however, that in no event shall a valid easement and encroachment be created in favor of a purchaser or owner if said encroachment occurred due to the willful act or acts with full knowledge of said purchaser or owner. In the event any structure located on a Lot in the subdivision is partially or totally destroyed, and then repaired or rebuilt, the purchaser or owner of such Lot agrees that minor unintentional encroachments over adjoining Lots shall be permitted, and that there shall be a valid easement for the maintenance of said encroachment so long as they shall exist.

8. There is hereby reserved to the Association, or their duly authorized agent, representatives and managers, such easements as are necessary to perform the duties and obligations of the Association as are set forth in this declaration and in the Articles of Incorporation, and Bylaws of the Gulf Shores Plantation Property Owner's Association, Inc.

9. Utility easements are reserved throughout the whole of the Property, including Lots, as may be required for utility services (including, without limitation water, sewer, gas, electricity, telephone and cable television) in order to adequately serve the Lots located within the Property.

10. Each of these easements provided for in this declaration shall be deemed to be established upon the recordation of this declaration, and shall henceforth be deemed to be covenants running with the land for the use and benefit of the Lot, and the subdivision as the case may be, superior to all other encumbrances applied against or in favor of any portion of the properties which is the subject of this declaration.

#### SECTION SIX PROPERTY RIGHTS

Each member of the Association shall as owner of one or more Lots in the Property have a right and non-exclusive easement for the use and enjoyment in and to the common area(s). Such right and easements shall be appurtenant to and shall pass with title to every Lot in the Property subject to the following limitations:

a. The right of the Association to adopt Association Rules regulating the use and enjoyment of the common area.

b. The right of the Association to suspend the voting rights and right to use the common area by a member, (1) for a

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period during which any assessment against such member's Lot remains delinquent, and (2) for a period not to exceed thirty days, after notice and hearing as may be provided for in the By-laws, for infraction of the Association rules, as set out therein.

c. The right of the Association to charge a reasonable admission or other fee for the use of any recreational facilities, if any, situated on the common area of the Property or any recreational facilities situated in the common areas of any of the surrounding condominium projects.

d. Purchaser of any Lot may delegate to any occupant of such Lot, the right to use and enjoy the common area(s) and any privilege appurtenant to such Lot.

#### SECTION SEVEN PARKING RIGHTS

The use of parking areas, if any, within the common areas and roads located within the Property, together with terms and conditions with regard to such use, shall be subject to and at all times governed by the Association rules as the same are in effect from time to time.

a. Each purchaser of a lot is hereby granted a limited privilege to use any common recreational area(s), provided that said purchaser (1) has applied for such privilege by signing an application on such appropriate and reasonable form as will be specified by the Association, (2) paid in respect any such annual use privilege fee as established by the board to set reasonable costs of operation of the recreational area, and (3) adheres to the reasonable rules and regulations pertaining to the use of the recreational area which may at any time and from time to time be established, amended and revised by the Association.

#### SECTION EIGHT COVENANTS FOR MAINTENANCE ASSESSMENTS

1. Declarant for the Property and all portions thereof, including each Lot located within the Property created hereafter as part of the Property, hereby covenants and each purchaser and person holding title of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree, for each Lot and the improvements thereon, to pay to the Association, (1) general assessments, (2) special assessments (3) assessments for the pro-rata cost to use the amenities in the surrounding condominium projects ("use" assessments). Such assessments shall be established, made and collected as hereinafter provided. The term purchaser as used in this Section shall also include any person holding title other than fee simple to any Lot.

2. The general, special and use assessments, together with interest thereon at the rate of fifteen (15%) per cent per annum for the date said assessment is due, costs of collection thereof, and attorney's fees shall be a charge on the land and shall be a continuing lien on the Lot against which each assessment is made.

3. Each such assessment together with interest, attorney's fees and costs, shall also be the personal obligation of each such person, firm or entity who is an owner of such Lot at the time that such assessments become due and payable. No assumption by a subsequent owner shall relieve the prior owner for personal liability for delinquent assessments.

#### SECTION NINE GENERAL ASSESSMENTS

1. General assessments shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Property, the improvement, operation or

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maintenance of the common area(s), lot owners pro-rata share of assessments for the use of the amenities located in the adjoining condominium projects, the performance of the duties and exercises of the powers of the Association as set forth in this Declaration and Articles of Incorporation of the Association, the payment of proper expenses of the Association and all costs incurred in the performance by the Association of its duties and the exercise by it of its powers. The establishment of reasonable reserves for the maintenance, repair and replacement of roads, paths and other improvements upon the common area.

2. General assessments levied by the Association for each fiscal year shall be adequate to finance the operations and activities of the Association to satisfactorily maintain the common area and to establish & maintain adequate repair reserves.

3. The initial assessment for the Lots will be established and published prior to closing of any Lot in the Property and will include, if applicable, the reasonable costs of maintenance on the common areas, private roads and pathways, pro-rata share of the cost for the use of the amenities in the adjoining condominium projects, and operation of the Association.

4. The general assessments may in any year in which a substantial structure is added to the common area(s) be increased to reflect the actual reasonable cost of maintaining any such additional facility.

#### SECTION TEN SPECIAL ASSESSMENTS

In addition to the general assessments authorized above, the Association may levy, during any calendar year, but in no event prior to the second annual meeting of the members of the Association in which is held after the commencement of general assessment, special assessments, for the purpose of the same in whole in part the costs of any construction, reconstruction or expected repair or replacement of any improvement upon the common area, including the necessary fixtures, and personal property related thereto, provided, that any such assessment shall be approved by votes or written consent of 51% of the active membership of the Association as present either in person or by proxy and entitled to vote at a meeting of the members called for such purpose.

Any action authorized under this section which requires the approval of the membership of the Association shall be taken at a meeting called for that purpose. Such meeting shall be noticed and held in the same manner as required by the Bylaws for the holding of notice of special meeting of the members of the Association and the quorum requirements therefor shall be the same for a special meeting of the members as set forth in the Bylaws.

#### SECTION ELEVEN USE ASSESSMENTS

In addition to the assessments set out in the preceding Sections, the Association shall have the right to assess each Lot for its pro-rata share of the cost of maintenance to the amenities in any of the surrounding condominium projects known as the Gulf Shores Plantation, Royal Beach and Racquet Club and Resort Conference Centre, in which the Association has entered into agreements for the use and enjoyment of said amenities, or for the maintenance to the common roadways, or cost associated with the common security. The Association, by and through its Board of Directors, has the sole right to negotiate and execute agreements with any or all of the surrounding condominium project concerning the use and enjoyment of their amenities, common security and common roadways. Any such agreements shall be binding on the Lot owners. Any such use assessments shall be due and payable to the Association on a monthly basis or as established by the Association from time to time.

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**SECTION TWELVE  
SUBORDINATION**

1. The lien for the assessment provided for herein in connection with a given Lot shall not be subordinate to the lien of any mortgage except the lien of a first mortgage given and made in good faith and for value that is of record as an encumbrance against such lot prior to the recordation of a claim or lien for the assessments provided for in this Declaration against any such given lot and lot owner.

2. The sale or transfer of any lot shall not effect the assessment lien provided for herein nor the creation thereof by the recordation of a claim of lien on account of assessment becoming due whether prior to, on or after the date of such sale or transfer, nor shall such sale or transfer diminish or, defeat the personal obligation of any owner for delinquent assessment as provided for by this Declaration.

3. No violation of any of this Declaration shall defeat or render invalid the lien of any mortgage made in good faith and for value upon any portion of the Property; provided, however, that any mortgagee in actual possession or any purchaser at any mortgagee's or foreclosure sale shall be bound by and subject to this Declaration as fully as any other owner of any portion of the Property.

**SECTION THIRTEEN  
EXEMPT PROPERTY**

The following property subject to this Declaration shall be exempt of the assessment created herein, (a) portions of private property dedicated here and accepted by any local public authority and (b) the common area.

**SECTION FOURTEEN  
VARIANCE TO BUILDING RESTRICTIONS**

Variance pertaining to the location of the buildings may be granted by the Committee in those cases where an usual or different kind of building or improvement is contemplated, and in those cases where certain restrictions would cause an undue hardship to the owner, providing the granting of such variances are not materially detrimental for interest to owners of other lots in the subdivision, EXCEPT THAT no variance of any type shall be allowed to the southernmost building set back line on the gulf front lots. Said gulf front lots southernmost building set back line shall be thirty (30) feet, as set out on the recorded plat.

**SECTION FIFTEEN  
AMENDMENT**

This Declaration may be amended pursuant to the written consent of Lot owners representing not less than 65% of the total Association voting power of all lot owners in the manner prescribed in the Association's By-Laws, except that the Declarant retains the right to amend this Declaration, as more fully set out below. Nothing to the contrary withstanding, prior to the recording of any amendment which would annul any of the provisions set out in this instrument, the Association will be required to get the written consent of said amendment from at least one of the the Board of Directors of Gulf Shores Plantation, a condominium or Royal Gulf Beach and Racquet, a condominium. The Association will provide a copy of said amendment to the agent so designated by the Board of Directors of each condominium to receive service, by either hand delivery or certified mail return receipt requested, and each Board of Directors shall have 21 days from receipt by the agent, to either approve or disapprove, in writing, said amendments and failure to

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do so within 21 days, shall mean the said Boards have approved the amendment. In the event, one Board approves the amendment and one Board disapproves the amendment, the amendment shall be considered as approved. Consent by the Board of Directors can not be unreasonable withheld. The hereinabove provisions requiring approval by one of the Board of Directors of the condominiums shall not be applicable to any amendment which is being required by a Federal, State, or local agency or to meet the requirements of any Federal, State or local law/ordinance. Nothing to the contrary withstanding, the Declarant shall not have to receive the consent of any Lot owner nor condominium association to bring Phase II under the operation and effect of this Declarant, by the filing of an Incremental Amendment as set out in Section 20 of this Declaration. The Declarant further retain the right to amend this Declaration during and prior to such time as the Declarant relinquishes all rights, title and control of the property owners association to the purchasers of the Lots located in the Property and any additional phases thereto, except that prior to recording any amendment which would annul any of the provisions set out in this instrument, the Declarant will be required to get the written consent to said amendment from the condominium Board of Directors as set out above.

Any such amendment shall be effective immediately upon proper recordation in the office of the Judge of Probate of Baldwin County, Alabama, complying with all the requirements of the section above and any other attempt to amend the provisions of this Declaration shall be null and void and of no effect.

#### SECTION SIXTEEN REMEDIES

The Association, and/or Declarant, as the case may be, shall have the right to enforce, by and proceeding at law or in equity the restriction, condition, covenant, reservation, liens and charges now or hereafter imposed by this Declaration. The extent of enforcement by the Association shall be chargeable to the owner of any lot violating the provision hereof and shall constitute a lien on the lot collectable in the same manner as general assessment under this Declaration.

#### SECTION SEVENTEEN VIOLATION AND NUISANCE

1. In the event of a violation or breach of any of the restrictions, covenants or provisions of this Declaration or any amendments hereto by any Lot owner or employee, agent or lessee of such owner, the owners of Lots, the Declarant, the Committee, their successors and assigns or any party, which specifically includes the associations for the aforementioned condominiums, but not limited to said associations, whose benefit these covenants and restrictions inure shall have the right to one or more of the following remedies:

(a) to proceed at law or in equity to compel compliance with the terms and conditions hereof and if successfully, to be allowed to recover all cost expended, including a reasonable attorneys fee;

(b) to prevent the violation or breach of said restrictions by self help or abatement of violation, with the expenses and charges therefore taxable against the violating Lot owner, for which a lien may be placed on the Lot by the Committee until reimbursement of such expenses, interest, attorney's fees and costs;

(c) to impose a fine, together with interest, attorney's fees, and costs, against such violating Lot owner as may be established by the majority of the Lot owners which shall be a

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lien upon the Lot owned by the violating Lot owner evidenced by the filing of a claim of lien in the Office of the Judge of Probate;

(d) to sue and recover damages or other amounts due including, but not limited to, a reasonable attorney's fee; or

(e) to take all such courses of action at the same time, or such other remedy they may deem appropriate.

No delay or failure on the part of an aggrieved party to initiate an available remedy set forth herein shall be held to be a waiver of that party or an estoppel of that party or of any other party to assert any right available to him upon the recurrence or continuation of said violation or the occurrence of a different violation.

Damages shall not be deemed adequate compensation for any breach or violation of any provision hereof, but any person or entity entitled to enforce any provision hereof shall be entitled specifically to relief by way of injunction as well as any other available relief either at law or in equity.

Any party to a proceeding who succeeds in enforcing a restriction or enjoining the violation or a restriction against the lot owner may be awarded a reasonable attorney's fee and costs of such action against such violating Lot owner.

#### SECTION EIGHTEEN REMEDIES CUMULATIVE

Each remedy set forth in this Declaration shall be in addition to all other remedies, whether available at law or in equity or otherwise and all such remedies, whether or not set forth in Declaration shall be cumulative.

#### SECTION NINETEEN DELIVERY OF NOTICES

1. Unless otherwise stated, any written notice or other documents addressed to the Association, or to the Committee or any other subdivision thereof, or to the Declarant or any other committee relating to or required or permitted by the Declaration of the Association, Articles of Incorporation or Bylaws shall be given as specified in this Declaration.

2. Any written notice or other documents addressed to any Purchaser relating to or required or permitted by this Declaration or the Association, Article of Incorporation or the Bylaws may be delivered to said Purchaser, either personally or by mail in a manner provided for by the Articles of Incorporation of the Association or the Bylaws. Each purchaser shall file his correct mailing address with the Association and shall promptly notify the Association in writing of any subsequent change of address.

3. Any written notice or other documents addressed to the Declarant relating to or required or permitted by this Declaration or the Association, Article of Incorporation or the Bylaws may be delivered to said Declarant, either personally or by mail in a manner provided for by the Articles of Incorporation of the Association or the Bylaws. The Declarant shall file his correct mailing address with the Association during the period the Declarant is in control of said Association.

#### SECTION TWENTY INCREMENTAL AMENDMENT TO ADD PHASE II

The Declarant has recorded Phase I (15 Lots) of Gulf Shores Plantation Planned Unit Development on Slide 1406-A in the office of the Judge of Probate, Baldwin County, Alabama, and on said plat, Phase II is designated as "Future Development". It is

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the intention of the Declarant to develop Phase II (12 Lots) at sometime in the future and at such time, this additional phase will come under the operation and effect of this Declaration in accordance with this section.

The Phase II addition authorized under this section shall be made by filing of record in the office of the Judge of Probate, Baldwin County, Alabama, an Incremental Amendment to Declaration of Covenants and Restrictions with respect to Phase II of Gulf Shores Plantation Planned Unit Development, which shall extend the operation and effect of this Declaration to such additional property.

SECTION TWENTY-ONE  
ACCEPTANCE OF DECLARATION

My acceptance of a deed or by requiring any ownership interest in any portion of Gulf Shores Plantation Planned Unit Development, a subdivision, each person or entity, for himself or itself his heirs, personal representatives successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, and conditions, rules and regulations now or hereafter imposed by this Declaration and any amendment or supplement thereof. In addition, each such person by doing so thereby acknowledges that this declaration set forth a scheme for the improvement and development of the real property covered hereby and hereby evidences this intent that all of the restrictions conditions, covenants, rules and regulations contained herein shall run with the land and be binding on all subsequent and future purchasers, grantees, assigns, owners and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Declaration shall be mutually beneficially to and enforceable by all the various subsequent and future owners.

SECTION TWENTY-TWO  
NON WAIVER

The failure of the Declarant, the Association or any Lot owner or their respective legal representative, heirs, successors and assigns, to enforce any covenant, easement, condition charge or restriction contained in this Declaration shall in no event be considered a waiver of the right to do so thereafter.

SECTION TWENTY-THREE  
REVERTER

No restrictions herein is intended to be, or shall constitute a condition subsequent or create a possibility of reverter.

SECTION TWENTY-FOUR  
SEVERABILITY

All of the covenants, conditions, restrictions and reservations contained in this Declaration are hereby declared to be severable and a finding by any court of competent jurisdiction that any of them or any cause or phase thereof is void, unlawful or enforceable shall not effect the validity or enforceability of any other covenant, conditions, restrictions, reservations or clause or phrase thereof.

SECTION TWENTY-FIVE  
HEADINGS AND INTERPRETATION

The headings introducing the text of several sections of this Declaration are solely for convenience for reference and shall not constitute a part of this Declaration or effect its meaning in anyway.

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In the event of any conflict of this Declaration and the provisions of the Bylaws or Articles of Incorporation of the Association, the provisions of this Declaration shall prevail.

SECTION TWENTY-SIX  
REFERENCE OF PRONOUN

All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular and plural as identity of the person or persons or entities may require.

IN WITNESS WHEREOF, the undersigned as Declarant of the Property has caused this Declaration to be executed, under their hands and seals, this the 16th day of September, 1992.

James L. Lane (SEAL)  
JAMES L. LANE - Declarant

Cecil Ward (SEAL)  
CECIL WARD - Declarant

Jerry E. Wills (SEAL)  
JERRY E. WILLS - Declarant

STATE OF ALABAMA  
BALDWIN COUNTY

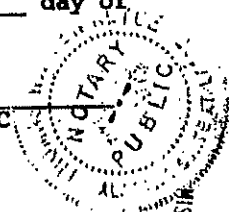
ACKNOWLEDGEMENT

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

Given under my hand and official seal this 16 day of September, 1992.

[Signature]  
NOTARY PUBLIC

My commission expires: 11/6/94



STATE OF ALABAMA  
Montgomery COUNTY

ACKNOWLEDGEMENT

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

Given under my hand and official seal this 16 day of Sept, 1992.

Melinda M. Clements  
NOTARY PUBLIC

My commission expires: 12/94



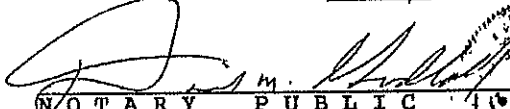
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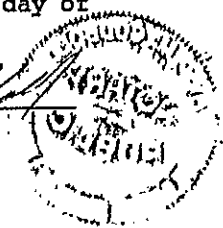
STATE OF ALABAMA  
Montgomery COUNTY

ACKNOWLEDGEMENT

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

Given under my hand and official seal this 16th day of September, 1992.

  
NOTARY PUBLIC



My commission expires: 2-21-94

This instrument prepared by:

Thomas W. Klyce  
Attorney at Law  
Post Office Box 2301  
Gulf Shores, AL 36547

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RECORDED  
STATE OF ALABAMA  
BUREAU OF REVENUE  
JUL 15 9 43 AM '93  
FILED AT  
MONTGOMERY  
37.59

Booked & Indexed  
J. M. Hubbard  
Notary Public