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**AGREEMENT TO AFFIRM TERMINATION OF THE CONDOMINIUM FORM OF OWNERSHIP OF PERDIDO DUNES CONDOMINIUM ASSOCIATION, INC. AND TO ESTABLISH A NEW CONDOMINIUM ASSOCIATION COMPRISED OF CERTAIN COMMONLY OWNED AREAS AND TWO DISTINCT ENTITIES AND SEPARATE ASSOCIATIONS**

**THIS AGREEMENT** is entered into by and between the undersigned individual unit owners at Perdido Dunes, a condominium (hereinafter referred to as "Association") which is physically located in the City of Orange Beach, County of Baldwin, Alabama, for the purposes of setting forth the terms and conditions under which the unit owners agree to terminate the condominium form of ownership of Perdido Dunes Condominium Association, Inc. and to establish a new condominium association comprised of certain commonly owned areas and two distinct legal entities and separate associations.

**RECITALS**

**WHEREAS**, the individual unit owners own their units and an undivided interest in the common elements, which include the real estate (hereinafter referred to as "the property") and, for the purposes of identification in this Agreement, Building I comprises units 1 through 8 and Building II comprises units 9 through 43, and;

**WHEREAS**, the property and the rights and responsibilities of the individual unit owners are set out in the *Amended Declaration of Condominium*, dated February 11, 2005, as recorded in the records of the Judge of Probate, Baldwin County, Alabama as Instrument Number 873487, and;

**WHEREAS**, on or about September 16, 2004, Hurricane Ivan destroyed Building I of the condominium, comprising units 1 through 8, and;

**WHEREAS**, Building I must be promptly reconstructed in accordance with Section XVII. Reconstruction or Repair After Casualty of the previous *Declaration of Condominium*, dated May 8, 1984, as recorded in Real Property Book 49, Page 934, of the records of the Judge of Probate, Baldwin County, Alabama. Specifically, Section 17.1 Reconstruction or Repair reads as follows:

*"If any part of the condominium property shall be damaged or destroyed by casualty, it shall be promptly reconstructed or repaired."*

Further, Section 17.5 states as follows:

*"If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, assessments shall be made against*

*the unit owners who own the damaged property, and against all unit owners in the case of damage to common areas and facilities, in sufficient amounts to provide funds to pay the estimated costs. If at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the unit owners who own the damaged property, and against all unit owners in the case of damage to common areas and facilities, in sufficient amounts to provide funds for the payment of such costs. Such assessments against unit owners for reconstruction and/or repair of damages to units shall be in proportion to the costs of reconstruction and/or repair of their respective units. Such assessments for reconstruction and/or repair of damage to common areas and facilities shall be in proportion to owner's percentage interest in the common areas and facilities."*

and;

**WHEREAS**, on October 29, 2005, at a special meeting of the general membership of the Association, called pursuant to its By-Laws and in accordance with Article XII., a minimum of eighty percent (80%) of the fractional undivided ownership interest in the Association's common elements as assigned to each unit voted to terminate the condominium form of ownership, which is evidenced by the *Termination Agreement of Perdido Dunes Condominium, a Condominium* and the *Ratification of Termination Agreement* which have been attached to this Agreement and identified as Exhibit 1 and Exhibit 2, respectively, and incorporated by reference herein. There being no eligible mortgagees of record, the vote was certified by the Secretary of the Association. Specifically, Article XII reads as follows:

*"The termination of the Condominium may be effected in accordance with the provisions of the Act and by the agreement of Unit Owners of units to which eighty percent (80%) of the votes in the Association are allocated and, in the case of termination for reasons other than substantial destruction or condemnation of the property, by eligible mortgage holders (as defined in the By-Laws and this declaration) that represent at least sixty-seven percent (67%) of the votes of the mortgaged units. The agreement shall be evidenced by a written instrument executed in the manner required for conveyance of land, 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 equal to the fractional undivided interest in the common elements assigned to each Unit."*

and,

**WHEREAS**, simultaneously with the termination vote of a minimum of eighty percent (80%) of the individual unit owners, the individual unit owners voted to establish a new condominium association comprised of certain commonly owned areas and two distinct entities and separate associations as well as take all

necessary actions to accomplish this division.

**NOW THEREFORE**, pursuant to the following terms and conditions, the undersigned individual unit owners of Perdido Dunes, a condominium, agree to terminate the Association's condominium form of ownership and to establish a new condominium association comprised of certain commonly owned areas and two distinct entities and separate associations as well as take all necessary actions to accomplish this division.

**SECTION I.**  
**TERMINATION**

- A. In accordance with the attached *Termination Agreement* and *Ratification of Termination Agreement*, both which are identified in the Recitals above, the individual unit owners agreed to terminate the Association's condominium form of ownership and to establish a new condominium association comprised of certain commonly owned areas and two distinct entities and separate associations.

**SECTION II.**  
**AMENDMENTS TO DECLARATORY JUDGMENT ACTION**

- A. The individual unit owners agree to amend the Association's *First Amended Petition for the Determination of Issues Effecting Perdido Dunes, A Condominium*, Case Number CV 2005-741, filed with the Circuit Court, Baldwin County, Alabama, on August 8, 2005 in order to add a request for the Court to validate the *Termination Agreement* (hereinafter referred to as "Validation") set forth in Section I above and to validate the terms and conditions of this Agreement. Issues numbered 1, 2 and 3 will remain in the Petition. If the Court validates the *Termination Agreement* and this Agreement, issues 1, 2, and 3 will be considered moot. Said Petition has been identified as Exhibit 3 and has been attached to this Agreement and incorporated by reference herein.

**SECTION III.**  
**DIVISION OF CONDOMINIUM PROPERTY**

- A. The individual unit owners of the Association agree to establish a new condominium association comprised of certain commonly owned areas as described below and to allow the formation of two distinct entities and separate associations as described below as follows:
1. a. The new condominium association which shall be named Perdido Dunes Condominium Owners Association, a Master Association, Inc. (so named solely for the purposes of this Agreement and hereinafter referred to as "Perdido Dunes

MCOA") and shall consist of certain property presently owned by the Association which is generally formed by a south boundary of the mean high tide line to a north boundary of Perdido Beach Boulevard (also referred to as State Highway 182) excluding the property set forth and described in Subsections 2 (a) and 3 (a) of this Section. The Association shall convey said property exclusively to Perdido Dunes MCOA within five (5) days of Validation or within five (5) days of the completion of the property survey described below, if it is completed after Validation, by general warranty deed for the sum of One Dollar (\$1.00) and other valuable consideration which is set forth in this Agreement. The property which shall be conveyed to Perdido Dunes MCOA is set forth on the site plan dated October 21, 2005 which has been attached to this Agreement and is identified as Exhibit 4 and which shall be incorporated by reference herein. Furthermore, within sixty (60) days of the date of execution of this Agreement, a property survey shall be completed further identifying the property which shall be conveyed by the Association to the entities described in this Subsection and Subsection 2 (a) and 3 (b).

- b. The ownership interest of Perdido Dunes MCOA shall be comprised of the unit owners of Perdido Dunes Tower Condominium Owners Association, Inc. (hereinafter referred to as "Perdido Dunes Tower") as set forth in Subsection 2 of this Section and the unit owners of Perdido Dunes 2006 Condominium Owners Association, Inc. (which is so named solely for the purposes of this Agreement and hereinafter referred to as "Perdido Dunes 2006") as set forth in Subsection 3 of this Section. The percentage ownership interest in Perdido Dunes MCOA shall be determined by the relationship of the total square footage of the heated and cooled areas contained in the Perdido Dunes Tower and Perdido Dunes 2006 buildings in accordance with the percentage relationship the individual buildings' said square footage has to the total said square footage contained in both of the buildings.
- c. Perdido Dunes MCOA shall be formed pursuant to the laws of the State of Alabama as an Alabama Non-Profit Corporation. It shall be governed by its Declaration of Condominium and By-Laws as adopted by its Board of Directors. Said Board of Directors shall initially consist of six (6) members with three (3) members exclusively elected by the unit owners of Perdido Dunes Tower and three (3) members exclusively elected by the unit owners of Perdido Dunes 2006 and they shall serve terms as set forth in the Perdido Dunes MCOA By-Laws.

- d. Perdido Dunes MCOA agrees that all unit owners and their guests/renters of Perdido Dunes Tower and Perdido Dunes 2006 shall have access to and use of all of their property and the amenities constructed on their property, except the property which is subject to an exclusive easement as set forth in Section VII below.
- 2. a. Perdido Dunes Tower shall consist of the building and land which Perdido Dunes Tower shall be built on and as described on the site plan dated October 21, 2005 which is identified as Exhibit 4 to this Agreement. Furthermore, within sixty (60) days of the date of execution of this Agreement, a property survey shall be completed further identifying the land which Perdido Dunes Tower shall exclusively own for the purposes of constructing their condominium building. The Association shall convey said property exclusively to Perdido Dunes Tower within five (5) days of Validation or within five (5) days of the completion of the property survey, if it is completed after Validation, by general warranty deed for the sum of One Dollar (\$1.00) and other valuable consideration which is set forth in this Agreement.
- b. The ownership interest of Perdido Dunes Tower shall be comprised exclusively of the unit owners of Perdido Dunes Tower which shall be specifically set forth in the governing documents adopted by the unit owners of Perdido Dunes Tower. The unit owners of Perdido Dunes Tower shall be solely responsible for all costs associated with the construction, operation and maintenance of their building as well as all other related costs of ownership.
- c. Perdido Dunes Tower shall be formed pursuant to the laws of the State of Alabama as an Alabama Non-Profit Corporation and consistent with the subdivision property ordinance(s) of the City of Orange Beach, Alabama.
- 3. a. Perdido Dunes 2006 shall consist of the building and the land on which Building II presently stands, as described in the Recitals above, and which is also described on the site plan dated October 21, 2005 which is identified as Exhibit 4 to this Agreement. Furthermore, within sixty (60) days of the date of execution of this Agreement, a property survey shall be completed further identifying the land on which Perdido Dunes 2006 shall exclusively own. The Association shall convey said property exclusively to Perdido Dunes 2006 with five (5) days of Validation or within five (5) days of the completion of the

property survey, if it is completed after Validation, by general warranty deed for the sum of One Dollar (\$1.00) and other valuable consideration which is set forth in this Agreement.

- b. The ownership interest of Perdido Dunes 2006 shall be comprised exclusively of the unit owners of Perdido Dunes 2006 which shall be specifically set forth in the governing documents adopted by the unit owners of Perdido Dunes 2006. The unit owners of Perdido Dunes 2006 shall be solely responsible for all costs associated with the operation and maintenance of their building as well as all other related costs of ownership.
  - c. Perdido Dunes 2006 shall be formed pursuant to the laws of the State of Alabama as an Alabama Non-Profit Corporation and consistent with the subdivision property ordinance(s) of the City of Orange Beach, Alabama.
  - d. Prior to Validation, Building II unit owners may undertake, at their own expense and at a reasonable cost, a landscaping project in order to provide basic plantings around the property immediately adjacent to Building II. Upon the formation and funding of Perdido Dunes MCOA, Perdido Dunes MCOA shall reimburse Building II unit owners all reasonable costs associated with this landscaping project.
  - e. Prior to Validation and with the prior approval of the City of Orange Beach as well as the approval of the general contractor selected to construct the Perdido Dunes Tower structure, Building II unit owners may construct, at their own expense and at a reasonable cost, a boardwalk from the CCL to the mean high tide line. Upon the formation and funding of Perdido Dunes MCOA, Perdido Dunes MCOA shall reimburse Building II unit owners all reasonable costs associated with the construction of the boardwalk.
- 4. The individual unit owners agree to cause the execution of all documents and real estate contracts which are necessary to carry out the specific intent of the individual unit owners to form and to convey the property necessary to form the legal entities of Perdido Dunes MCOA, Perdido Dunes Tower and Perdido Dunes 2006 as set forth in Subsections 1, 2 and 3 of this Section.
  - 5. Perdido Dunes Tower and its individual unit owners agree that they will utilize the land which is convey to Perdido Dunes Tower by the Association, as described in this Section, exclusively for the construction of a condominium structure as set forth in Section IV

below. Furthermore, Perdido Dunes Tower and Perdido Dunes 2006 and their respective individual unit owners agree that they will not sell the property conveyed to them by the Association to any other interests or entities without the expressed written consent of Perdido Dunes Tower or Perdido Dunes 2006, whichever association is the non-selling entity, and Perdido Dunes MCOA.

**SECTION IV.**  
**CONSTRUCTION OF PERDIDO DUNES TOWER STRUCTURE**

- A. The individual unit owners agree that Perdido Dunes Tower shall be solely responsible for the payment of all costs of design and construction and all related costs which may be incurred as a result of building a new structure on the land conveyed to Perdido Dunes Tower by the terms of this Agreement. Subject to Section V, Perdido Dunes Tower shall also be responsible for the payment of all costs associated with site improvements and amenities which are developed on property owned by Perdido Dunes MCOA, including, but not limited to, a swimming pool and sundeck, a boardwalk, driveways, parking areas, landscaping and a sewage lift station. Furthermore, Perdido Dunes Tower shall be responsible for the payment of all costs associated with any damage caused by the construction of Perdido Dunes Tower to the property of Perdido Dunes 2006.
- B. The individual unit owners agree that the members of the Association shall not be responsible for the payment of any Association assessments which have been allocated for the reconstruction of Building I prior to the execution of this Agreement, including, but not limited to, the assessments which were the subject of the Special Membership Meeting held on April 30, 2005 and assessments which may have been allocated as a result of the Association's Declaratory Judgment Action as set forth in Section 2 above, except for assessments which may be allocated for the payment of certain amenities and improvements as set forth in Section V below and for certain possible deficiencies set forth in Section VI (A) below.
- C. The individual unit owners agree that Perdido Dunes Tower shall be designed and constructed in order to meet all federal, state and local zoning and building codes.
- D. The individual unit owners agree that the private elements which will be built into and/or installed in Perdido Dunes Tower will be of what is commonly known as contractor grade and similar to those contained in the Crystal Shores Condominium units located in Gulf Shores, Alabama. The costs of any and all upgrades from contractor grade private elements built into and/or installed in Perdido Dunes Tower will be the responsibility of the individual unit owners who have requested the upgrades.

E. In accordance with the preliminary architectural rendering for Perdido Dunes Tower which is identified as Exhibit 5, it is anticipated that Perdido Dunes Tower will be a maximum of eleven (11) floors, with the first floor open for parking beneath the structure. The structure will be constructed in a concrete and steel design containing no more than twenty (20) condominium units, with (2) units per floor. The twenty (20) units will be distributed as follows:

1. Subject to the terms of this Section, upon obtaining a certificate of occupancy for Perdido Dunes Tower, each individual unit owner of Building I will receive, in exchange for their destroyed unit, a fully completed condominium unit. If the individual unit floor plan for the two (2) units per floor results in a differentiation in the amount of heated and cooled square footage contained in each of the said two (2) units, the Building I unit owners shall only select four (4) units of the greater square footage and four (4) units of the lesser square footage which are contained in Perdido Dunes Tower structure. The unit will be conveyed to each unit owner for the sum of One Dollar (\$1.00) by general warranty deed. The individual unit owners of Perdido Dunes Tower shall establish their own procedures to determine the order under which its unit owners shall select their individual units in Perdido Dunes Tower.
2. After Building I unit owners have selected their individual units in Perdido Dunes Towers, up to twelve (12) Presale Construction Units will be made available for sale to the general public at a price and under terms and conditions which will be established at a time in the future when construction and marketing considerations are determined. However, individual unit owners of Perdido Dunes 2006 shall have an opportunity to execute a Right of First Refusal to pre-select Presale Construction Units in Perdido Dunes Tower prior to said units being offered for sale to the general public. The individual unit owners of Perdido Dunes 2006 shall establish their own procedures to determine the order under which its unit owners shall select the limited number of Presale Construction Units. No individual unit owner of Perdido Dunes 2006 shall be able to purchase more than one (1) Presale Construction Unit in Perdido Dunes Tower. Said units will be offered to the individual unit owners of Perdido Dunes 2006 under the same terms and conditions which will be offered to the general public.
3. To the extent reasonable, Perdido Dunes Tower officials and their construction representatives will coordinate their construction activities with Perdido Dunes 2006 officials in order to minimize any construction intrusion(s) which may effect the use and rental of the units at Perdido Dunes 2006. Specifically, Perdido Dunes Tower



officials will work with construction representatives in order to gain approval for an appropriately protected beach access for Perdido Dunes 2006 unit owners, their guests and renters, during the period of construction of Perdido Dunes Tower.

**SECTION V.**  
**ALLOCATION OF ANY PROFITS DERIVED FROM**  
**THE SALE OF ADDITIONAL UNITS IN PERDIDO TOWER**

- A. In accordance with Section IV above, Perdido Dunes Tower will offer for sale to the general public up to twelve (12) Presale Construction Units. Consistent with Sections IV and based on preliminary cost and revenue projections, Perdido Dunes Tower anticipates that the sale of these additional units will result in sufficient revenues to pay for the construction of the common and private elements of Perdido Dunes Tower. Furthermore, based on these projections, there may be additional revenues available after the above construction and related costs are satisfied. In accordance with Section IV (A), Perdido Dunes Tower unit owners agree to allocate these additional revenues to Perdido Dunes MCOA for its use in defraying the costs associated with the construction and/or the operation and maintenance of the improvements and amenities. However, the individual units owners agree that any monetary deficiencies which may result from a lack of sufficient revenues available from the sale of Presale Construction Units to complete or undertake agreed upon amenities and/or improvements on property owned by Perdido Dunes MCOA will be subject to membership assessments to be paid by the unit owners of Perdido Dunes MCOA in percentages described in Section III (1) (b) or as according to the governing documents adopted by the members of Perdido Dunes MCOA.

**SECTION VI.**  
**POSSIBLE INSURANCE DEFICIENCIES, ALLOCATION OF REMAINING**  
**INSURANCE PROCEEDS SETTLEMENT AND DISTRIBUTION OF FINANCIAL**  
**ASSETS**

- A. The individual unit owners of Building I and Building II agree that there may be insufficient insurance proceeds to pay the remaining costs of hurricane repairs to Building II as well as a potential deficiency in Association funds to pay for uninsurable expenses. Therefore, in accordance with Section XVII of the previous Declaration of Condominium as referenced in the Recitals above, the individual unit owners agree that Building I and Building II unit owners may be subject to the payment of a limited assessment in the amount of such sums as are necessary to pay the expenses set forth in this Subsection.

- B. Upon Validation, the individual unit owners agree that all remaining insurance proceeds which have been allocated to Building I and Building II, as defined in the Recitals, shall be allocated to Building I and Building II, respectively, for the sole and exclusive use of the individual unit owners in Building I and Building II.
- C. After the payment of all accounts payable and prior to the dissolution of the condominium's non-profit corporation, the condominium shall distribute the financial assets as follows:
1. Each individual unit owner shall receive the monies credited their individual condominium accounts, as accounted for by the condominium's accountants, which were distributed to the individual unit owner from the proceeds of the sale of Unit Number 43.
  2. In accordance with their fractional ownership interest in the common elements of the condominium, each individual unit owner shall have credited to their condominium account their respective share of all remaining monies in the condominium's treasury.

**SECTION VII.**  
**EASEMENT AGREEMENT**

- A. Within five (5) days of Validation or within five (5) days of the completion of the property survey, if it is completed after Validation, the Association shall enter into an easement agreement with Perdido Dunes Tower setting forth the exclusive use and access to land for purposes of providing up to twenty-three (23) parking spaces for unit owners at Perdido Dunes Tower as generally described in the Site Plan shown as Exhibit 4 to this Agreement and as to be specifically set forth on the property survey to be completed in accordance with Section III above. However, Building II unit owners shall have exclusive use of their existing parking spaces and said easement agreement shall in no manner restrict the use of the existing parking spaces utilized by the unit owners of Building II.

**SECTION VIII.**  
**PROFESSIONAL FEES**

- A. Upon the execution of this Agreement, Perdido Dunes Tower will assume the responsibility of paying all future professional fees associated with the completion of the activities necessary to carry out the intent of the individual unit owners to separate the condominium into a new condominium association and two (2) distinct entities and associations.

**SECTION IX.**  
**BINDING AGREEMENT**

- A. This Agreement shall be binding on the respective heirs, executors, administrator, successor, assigns or nominees of the parties hereto.

**SECTION X.**  
**ENTIRE AGREEMENT**

- A. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings and agreements, written or oral, between the parties respecting the aforesaid subject matter.

**SECTION XI.**  
**MODIFICATION**

- A. This Agreement contains the entire agreement of the parties and cannot be changed orally. No executory agreement shall be effective to waive, change or modify this agreement in whole or in part unless such agreement is in writing and signed by all parties.

**SECTION XII.**  
**APPLICABLE STATE LAW**

- A. This Agreement shall be construed under and in accordance with the laws of the State of Alabama. All obligations of the parties created hereunder are performable in Baldwin County, Alabama.

**SECTION XIII.**  
**LEGAL CONSTRUCTION**

- A. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision(s) had never been contained herein.

**SECTION XIV.**  
**DESCRIPTIVE HEADING**

- A. The descriptive headings used herein are for convenience only and are not intended to necessarily refer to the matter in the sections which precede or follow them and have no affect whatsoever in determining the rights or obligations of the parties.

**IN WITNESS WHEREOF** the parties, intending to be legally bound hereby, have hereunder executed this Agreement on the date opposite their respective signatures and as witnessed.

29th **EXECUTED** by the undersigned, owner(s) of unit number 1 on the day of October, 2005.

A Ian. J. Dane

Print Name

Signature

Catherine A. Dane

Print Name

Signature

Print Name

Signature

Print Name

Signature

**I/WE WERE PRESENT AT THE OCTOBER 29, 2005 SPECIAL GENERAL  
MEMBERSHIP MEETING AND MY/OUR SIGNATURE(S) WAS/WERE  
WITNESSED BY:**

Charlotte Kelley  
Signature of Witness

Charlotte Kelley  
Print Name of Witness

OR

**MY/OUR VOTE WAS CAST BY PROXY AND MY/OUR SIGNATURE(S)  
ARE NOTARIZED BELOW**

**STATE OF** \_\_\_\_\_ )

**COUNTY OF** \_\_\_\_\_ )

**COMES NOW** \_\_\_\_\_,

\_\_\_\_\_ owner(s) of Unit  
number \_\_\_\_\_ at Perdido Dunes, a Condominium, executed the foregoing  
Agreement to Affirm Termination of the Condominium Form of Ownership of  
Perdido Dunes Condominium Association, Inc. and to Establish a New  
Condominium Association Comprised of Certain Commonly Owned Areas and Two  
Distinct Legal Entities and Separate Associations in my presence and  
acknowledged that he/she/they/it did so of his/her/their/its own free will with  
full understanding of its contents on this \_\_\_\_\_ day of October, 2005.

Given under my hand and seal on this the \_\_\_\_\_ day of October, 2005.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**IN WITNESS WHEREOF** the parties, intending to be legally bound hereby, have hereunder executed this Agreement on the date opposite their respective signatures and as witnessed.

**EXECUTED** by the undersigned, owner(s) of unit number #2 on the 29 day of October, 2005.

Jeffrey R Miller  
Print Name

Jeffrey R Miller  
Signature

Martha M. Miller  
Print Name

Martha M. Miller  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

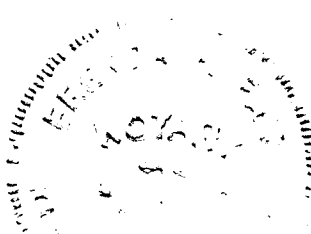
COMES NOW Jeffrey R. Miller, Marsha M. Miller,

\_\_\_\_\_, \_\_\_\_\_ owner(s) of Unit number #2 at Perdido Dunes, a Condominium, executed the foregoing Agreement to Affirm Termination of the Condominium Form of Ownership of Perdido Dunes Condominium Association, Inc. and to Establish a New Condominium Association Comprised of Certain Commonly Owned Areas and Two Distinct Legal Entities and Separate Associations in my presence and acknowledged that he/she/they/it did so of his/her/their/its own free will with full understanding of its contents on this 24<sup>th</sup> day of November, 2005.

Given under my hand and seal on this the 24 day of November, 2005.

Brenda H. Fair  
Notary Public

My Commission Expires: 11/2008



**IN WITNESS WHEREOF** the parties, intending to be legally bound hereby, have hereunder executed this Agreement on the date opposite their respective signatures and as witnessed.

29 **EXECUTED** by the undersigned, owner(s) of unit number #3 on the day of October, 2005.

Laura B. Ward  
Print Name

Laura B. Ward  
Signature

James O. WARD SR.  
Print Name

James O. WARD SR.  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature



**I/WE WERE PRESENT AT THE OCTOBER 29, 2005 SPECIAL GENERAL  
MEMBERSHIP MEETING AND MY/OUR SIGNATURE(S) WAS/WERE  
WITNESSED BY:**

Barbara Garland  
Signature of Witness

Barbara Garland  
Print Name of Witness

**OR**

**MY/OUR VOTE WAS CAST BY PROXY AND MY/OUR SIGNATURE(S)  
ARE NOTARIZED BELOW**

**STATE OF \_\_\_\_\_ )**

**COUNTY OF \_\_\_\_\_ )**

**COMES NOW \_\_\_\_\_,**

\_\_\_\_\_, \_\_\_\_\_ owner(s) of Unit  
number \_\_\_\_\_ at Perdido Dunes, a Condominium, executed the foregoing  
Agreement to Affirm Termination of the Condominium Form of Ownership of  
Perdido Dunes Condominium Association, Inc. and to Establish a New  
Condominium Association Comprised of Certain Commonly Owned Areas and Two  
Distinct Legal Entities and Separate Associations in my presence and  
acknowledged that he/she/they/it did so of his/her/their/its own free will with  
full understanding of its contents on this \_\_\_\_\_ day of October, 2005.

Given under my hand and seal on this the \_\_\_\_\_ day of October, 2005.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**IN WITNESS WHEREOF** the parties, intending to be legally bound hereby, have hereunder executed this Agreement on the date opposite their respective signatures and as witnessed.

**EXECUTED** by the undersigned, owner(s) of unit number 4 on the 29th day of October, 2005.

Patricia Warrington  
Print Name

Patricia Warrington  
Signature

Lorienne C Woods  
Print Name

Lorienne C Woods  
Signature

Roland R Woods  
Print Name

Roland R Woods  
Signature

RONALD K HENLEY  
Print Name

Ronald K Henley  
Signature

VIRGINIA J HENLEY  
Print Name

Virginia J Henley  
Signature

**I/WE WERE PRESENT AT THE OCTOBER 29, 2005 SPECIAL GENERAL  
MEMBERSHIP MEETING AND MY/OUR SIGNATURE(S) WAS/WERE  
WITNESSED BY:**

M. Marcia Colvin  
Signature of Witness

M. MARCIA COLVIN  
Print Name of Witness

**OR**

**MY/OUR VOTE WAS CAST BY PROXY AND MY/OUR SIGNATURE(S)  
ARE NOTARIZED BELOW**

**STATE OF** \_\_\_\_\_ )

**COUNTY OF** \_\_\_\_\_ )

**COMES NOW** \_\_\_\_\_,

\_\_\_\_\_, owner(s) of Unit  
number \_\_\_\_\_ at Perdido Dunes, a Condominium, executed the foregoing  
Agreement to Affirm Termination of the Condominium Form of Ownership of  
Perdido Dunes Condominium Association, Inc. and to Establish a New  
Condominium Association Comprised of Certain Commonly Owned Areas and Two  
Distinct Legal Entities and Separate Associations in my presence and  
acknowledged that he/she/they/it did so of his/her/their/its own free will with  
full understanding of its contents on this \_\_\_\_\_ day of October, 2005.

Given under my hand and seal on this the \_\_\_\_\_ day of October, 2005.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**IN WITNESS WHEREOF** the parties, intending to be legally bound hereby, have hereunder executed this Agreement on the date opposite their respective signatures and as witnessed.

**EXECUTED** by the undersigned, owner(s) of unit number 5 on the 29 day of October, 2005.

Barbara Garland  
Print Name

Barbara Garland  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

**I/WE WERE PRESENT AT THE OCTOBER 29, 2005 SPECIAL GENERAL  
MEMBERSHIP MEETING AND MY/OUR SIGNATURE(S) WAS/WERE  
WITNESSED BY:**

Alan J. Dene  
Signature of Witness

Alan J. Dene  
Print Name of Witness

**OR**

**MY/OUR VOTE WAS CAST BY PROXY AND MY/OUR SIGNATURE(S)  
ARE NOTARIZED BELOW**

**STATE OF** \_\_\_\_\_ )

**COUNTY OF** \_\_\_\_\_ )

**COMES NOW** \_\_\_\_\_,

\_\_\_\_\_, owner(s) of Unit  
number \_\_\_\_\_ at Perdido Dunes, a Condominium, executed the foregoing  
Agreement to Affirm Termination of the Condominium Form of Ownership of  
Perdido Dunes Condominium Association, Inc. and to Establish a New  
Condominium Association Comprised of Certain Commonly Owned Areas and Two  
Distinct Legal Entities and Separate Associations in my presence and  
acknowledged that he/she/they/it did so of his/her/their/its own free will with  
full understanding of its contents on this \_\_\_\_\_ day of October, 2005.

Given under my hand and seal on this the \_\_\_\_\_ day of October, 2005.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**IN WITNESS WHEREOF** the parties, intending to be legally bound hereby, have hereunder executed this Agreement on the date opposite their respective signatures and as witnessed.

29 **EXECUTED** by the undersigned, owner(s) of unit number ~~49~~ 6 on the day of October, 2005.

D Bruce Kewer  
Print Name

D Bruce Kelley  
Signature

CHARLOTTE Kewer  
Print Name

Charlotte Kelley  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

**I/WE WERE PRESENT AT THE OCTOBER 29, 2005 SPECIAL GENERAL  
MEMBERSHIP MEETING AND MY/OUR SIGNATURE(S) WAS/WERE  
WITNESSED BY:**

Catherine A. Dane

Signature of Witness

Catherine A. Dane

Print Name of Witness

**OR**

**MY/OUR VOTE WAS CAST BY PROXY AND MY/OUR SIGNATURE(S)  
ARE NOTARIZED BELOW**

**STATE OF** \_\_\_\_\_ )

**COUNTY OF** \_\_\_\_\_ )

**COMES NOW** \_\_\_\_\_,

\_\_\_\_\_, owner(s) of Unit  
number \_\_\_\_\_ at Perdido Dunes, a Condominium, executed the foregoing  
Agreement to Affirm Termination of the Condominium Form of Ownership of  
Perdido Dunes Condominium Association, Inc. and to Establish a New  
Condominium Association Comprised of Certain Commonly Owned Areas and Two  
Distinct Legal Entities and Separate Associations in my presence and  
acknowledged that he/she/they/it did so of his/her/their/its own free will with  
full understanding of its contents on this \_\_\_\_\_ day of October, 2005.

Given under my hand and seal on this the \_\_\_\_\_ day of October, 2005.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**IN WITNESS WHEREOF** the parties, intending to be legally bound hereby, have hereunder executed this Agreement on the date opposite their respective signatures and as witnessed.

**EXECUTED** by the undersigned, owner(s) of unit number #7 on the 8 day of ~~October~~, 2005.  
November

Walter J. McCorkle  
Print Name

Walter J. McCorkle  
Signature

Betty McCorkle  
Print Name

Betty McCorkle  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature



STATE OF Alabama )

COUNTY OF Montgomery )

COMES NOW Walter J. McCorkle, Betty McCorkle,

\_\_\_\_\_, \_\_\_\_\_ owner(s) of Unit number #7 at Perdido Dunes, a Condominium, executed the foregoing Agreement to Affirm Termination of the Condominium Form of Ownership of Perdido Dunes Condominium Association, Inc. and to Establish a New Condominium Association Comprised of Certain Commonly Owned Areas and Two Distinct Legal Entities and Separate Associations in my presence and acknowledged that he/she/they/it did so of his/her/their/its own free will with full understanding of its contents on this 8th day of November, 2005.

Given under my hand and seal on this the 8th day of November, 2005.

Shirley A. Lane  
Notary Public

MY COMMISSION EXPIRES DECEMBER 27, 2008

My Commission Expires: \_\_\_\_\_

**IN WITNESS WHEREOF** the parties, intending to be legally bound hereby, have hereunder executed this Agreement on the date opposite their respective signatures and as witnessed.

29 **EXECUTED** by the undersigned, owner(s) of unit number 8 on the day of October, 2005.

VIVIANNE MEZRANO  
Print Name

Vivianne Mezrano  
Signature

Jim Mezrano  
Print Name

[Signature]  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

**I/WE WERE PRESENT AT THE OCTOBER 29, 2005 SPECIAL GENERAL  
MEMBERSHIP MEETING AND MY/OUR SIGNATURE(S) WAS/WERE  
WITNESSED BY:**

Lane B. Ward  
Signature of Witness

Lane B. Ward  
Print Name of Witness

**OR**

**MY/OUR VOTE WAS CAST BY PROXY AND MY/OUR SIGNATURE(S)  
ARE NOTARIZED BELOW**

**STATE OF \_\_\_\_\_ )**

**COUNTY OF \_\_\_\_\_ )**

**COMES NOW \_\_\_\_\_,**

\_\_\_\_\_, owner(s) of Unit  
number \_\_\_\_\_ at Perdido Dunes, a Condominium, executed the foregoing  
Agreement to Affirm Termination of the Condominium Form of Ownership of  
Perdido Dunes Condominium Association, Inc. and to Establish a New  
Condominium Association Comprised of Certain Commonly Owned Areas and Two  
Distinct Legal Entities and Separate Associations in my presence and  
acknowledged that he/she/they/it did so of his/her/their/its own free will with  
full understanding of its contents on this \_\_\_\_\_ day of October, 2005.

Given under my hand and seal on this the \_\_\_\_\_ day of October, 2005.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**IN WITNESS WHEREOF** the parties, intending to be legally bound hereby, have hereunder executed this Agreement on the date opposite their respective signatures and as witnessed.

**EXECUTED** by the undersigned, owner(s) of unit number 9 on the 29<sup>th</sup> day of October, 2005.

Patricia Sweet Sylvest  
Print Name

Patricia Sweet Sylvest  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

**I/WE WERE PRESENT AT THE OCTOBER 29, 2005 SPECIAL GENERAL  
MEMBERSHIP MEETING AND MY/OUR SIGNATURE(S) WAS/WERE  
WITNESSED BY:**

*Jeffrey R. Miller*  
Signature of Witness

Jeffrey R. Miller  
Print Name of Witness

**OR**

**MY/OUR VOTE WAS CAST BY PROXY AND MY/OUR SIGNATURE(S)  
ARE NOTARIZED BELOW**

**STATE OF** \_\_\_\_\_ )

**COUNTY OF** \_\_\_\_\_ )

**COMES NOW** *Patricia Sweet Sylvest* \_\_\_\_\_,

\_\_\_\_\_, owner(s) of Unit  
number 9 at Perdido Dunes, a Condominium, executed the foregoing  
Agreement to Affirm Termination of the Condominium Form of Ownership of  
Perdido Dunes Condominium Association, Inc. and to Establish a New  
Condominium Association Comprised of Certain Commonly Owned Areas and Two  
Distinct Legal Entities and Separate Associations in my presence and  
acknowledged that he/she/they/it did so of his/her/their/its own free will with  
full understanding of its contents on this \_\_\_\_\_ day of October, 2005.

Given under my hand and seal on this the \_\_\_\_\_ day of October, 2005.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**IN WITNESS WHEREOF** the parties, intending to be legally bound hereby, have hereunder executed this Agreement on the date opposite their respective signatures and as witnessed.

**EXECUTED** by the undersigned, owner(s) of unit number 10 on the \_\_\_\_\_ day of October, 2005.

FRANZ HECTOR P.O.A.

RUOI SALLMANNSHOFFER  
Print Name

f. hector P.O.A.

Rudi Sallmannshofer  
Signature

SANDRA K EVANS  
Print Name

Sandra K Evans  
Signature

DANIEL A LANDWERTEN  
Print Name

Daniel A Landwerfen  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

**I/WE WERE PRESENT AT THE OCTOBER 29, 2005 SPECIAL GENERAL  
MEMBERSHIP MEETING AND MY/OUR SIGNATURE(S) WAS/WERE  
WITNESSED BY:**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name of Witness

**OR**

**MY/OUR VOTE WAS CAST BY PROXY AND MY/OUR SIGNATURE(S)  
ARE NOTARIZED BELOW**

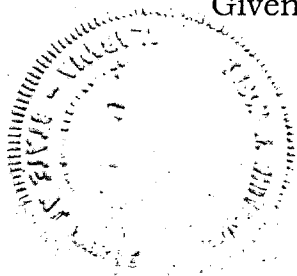
**STATE OF \_\_\_\_\_ )**

**COUNTY OF \_\_\_\_\_ )**

**COMES NOW \_\_\_\_\_,**

Sandra L. White, Lysan W. White owner(s) of Unit  
number 10 at Perdido Dunes, a Condominium, executed the foregoing  
Agreement to Affirm Termination of the Condominium Form of Ownership of  
Perdido Dunes Condominium Association, Inc. and to Establish a New  
Condominium Association Comprised of Certain Commonly Owned Areas and Two  
Distinct Legal Entities and Separate Associations in my presence and  
acknowledged that he/she/they/it did so of his/her/their/its own free will with  
full understanding of its contents on this 29<sup>th</sup> day of October, 2005.

Given under my hand and seal on this the 29<sup>th</sup> day of October, 2005.



Lysan W. White  
Notary Public

My Commission Expires: 7/28/09

**IN WITNESS WHEREOF** the parties, intending to be legally bound hereby, have hereunder executed this Agreement on the date opposite their respective signatures and as witnessed.

8 **EXECUTED** by the undersigned, owner(s) of unit number 11 on the 8 day of August, 2005.

Joyce L. Zanello  
Print Name

Joyce L. Zanello  
Signature

Robert A. Zanello  
Print Name

Robert A. Zanello  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature



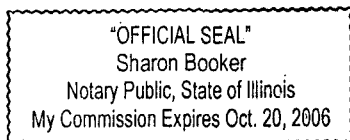
STATE OF Illinois )

COUNTY OF Winnebago )

COMES NOW Robert A. Zonello, Joyce L. Zonello,

owner(s) of Unit number 11 at Perdido Dunes, a Condominium, executed the foregoing Agreement to Affirm Termination of the Condominium Form of Ownership of Perdido Dunes Condominium Association, Inc. and to Establish a New Condominium Association Comprised of Certain Commonly Owned Areas and Two Distinct Legal Entities and Separate Associations in my presence and acknowledged that he/she/they/it did so of his/her/their/its own free will with full understanding of its contents on this 8 day of November, 2005.

Given under my hand and seal on this the 8 day of November, 2005.



Sharon Booker

Notary Public

My Commission Expires: 10/20/06

**IN WITNESS WHEREOF** the parties, intending to be legally bound hereby, have hereunder executed this Agreement on the date opposite their respective signatures and as witnessed.

**EXECUTED** by the undersigned, owner(s) of unit number 12 on the 29<sup>th</sup> day of October, 2005.

Kenneth R Vaughn  
Print Name

Kenneth R Vaughn  
Signature

Sheila B. Vaughn  
Print Name

Sheila B. Vaughn  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

**I/WE WERE PRESENT AT THE OCTOBER 29, 2005 SPECIAL GENERAL  
MEMBERSHIP MEETING AND MY/OUR SIGNATURE(S) WAS/WERE  
WITNESSED BY:**

  
\_\_\_\_\_  
Signature of Witness

  
\_\_\_\_\_  
Print Name of Witness

**OR**

**MY/OUR VOTE WAS CAST BY PROXY AND MY/OUR SIGNATURE(S)  
ARE NOTARIZED BELOW**

**STATE OF** \_\_\_\_\_ )

**COUNTY OF** \_\_\_\_\_ )

**COMES NOW** \_\_\_\_\_,

\_\_\_\_\_, owner(s) of Unit  
number \_\_\_\_\_ at Perdido Dunes, a Condominium, executed the foregoing  
Agreement to Affirm Termination of the Condominium Form of Ownership of  
Perdido Dunes Condominium Association, Inc. and to Establish a New  
Condominium Association Comprised of Certain Commonly Owned Areas and Two  
Distinct Legal Entities and Separate Associations in my presence and  
acknowledged that he/she/they/it did so of his/her/their/its own free will with  
full understanding of its contents on this \_\_\_\_\_ day of October, 2005.

Given under my hand and seal on this the \_\_\_\_\_ day of October, 2005.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**IN WITNESS WHEREOF** the parties, intending to be legally bound hereby, have hereunder executed this Agreement on the date opposite their respective signatures and as witnessed.

24<sup>th</sup> **EXECUTED** by the undersigned, owner(s) of unit number 1414 on the day of October, 2005.

Melvin D. Beauchine  
Print Name

Melvin D. Beauchine  
Signature

Karen I. Beauchine  
Print Name

Karen I. Beauchine  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

I/WE WERE PRESENT AT THE OCTOBER 29, 2005 SPECIAL GENERAL  
MEMBERSHIP MEETING AND MY/OUR SIGNATURE(S) WAS/WERE  
WITNESSED BY:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name of Witness

OR

MY/OUR VOTE WAS CAST BY PROXY AND MY/OUR SIGNATURE(S)  
ARE NOTARIZED BELOW

STATE OF Michigan )

COUNTY OF Marquette )

COMES NOW Melvin D. Beauchamp

Gerard Beauchamp owner(s) of Unit  
number 14 at Perdido Dunes, a Condominium, executed the foregoing  
Agreement to Affirm Termination of the Condominium Form of Ownership of  
Perdido Dunes Condominium Association, Inc. and to Establish a New  
Condominium Association Comprised of Certain Commonly Owned Areas and Two  
Distinct Legal Entities and Separate Associations in my presence and  
acknowledged that he/she/they/it did so of his/her/their/its own free will with  
full understanding of its contents on this 24<sup>th</sup> day of October, 2005.

Given under my hand and seal on this the 24<sup>th</sup> day of October, 2005.

Marge Negri  
Notary Public

MARGE NEGRI

Notary Public, Marquette County, Michigan  
My commission expires March 3, 2006

My Commission Expires: March 3 2006

**IN WITNESS WHEREOF** the parties, intending to be legally bound hereby, have hereunder executed this Agreement on the date opposite their respective signatures and as witnessed.

**EXECUTED** by the undersigned, owner(s) of unit number 15 on the 29th day of October, 2005.

BETTY A. EVANS  
Print Name

Betty A. Evans  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

**I/WE WERE PRESENT AT THE OCTOBER 29, 2005 SPECIAL GENERAL  
MEMBERSHIP MEETING AND MY/OUR SIGNATURE(S) WAS/WERE  
WITNESSED BY:**

Wanda West  
Signature of Witness

Wanda West  
Print Name of Witness

**OR**

**MY/OUR VOTE WAS CAST BY PROXY AND MY/OUR SIGNATURE(S)  
ARE NOTARIZED BELOW**

**STATE OF** \_\_\_\_\_ )

**COUNTY OF** \_\_\_\_\_ )

**COMES NOW** \_\_\_\_\_,

\_\_\_\_\_, \_\_\_\_\_ owner(s) of Unit  
number \_\_\_\_\_ at Perdido Dunes, a Condominium, executed the foregoing  
Agreement to Affirm Termination of the Condominium Form of Ownership of  
Perdido Dunes Condominium Association, Inc. and to Establish a New  
Condominium Association Comprised of Certain Commonly Owned Areas and Two  
Distinct Legal Entities and Separate Associations in my presence and  
acknowledged that he/she/they/it did so of his/her/their/its own free will with  
full understanding of its contents on this \_\_\_\_\_ day of October, 2005.

Given under my hand and seal on this the \_\_\_\_\_ day of October, 2005.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**IN WITNESS WHEREOF** the parties, intending to be legally bound hereby, have hereunder executed this Agreement on the date opposite their respective signatures and as witnessed.

29 **EXECUTED** by the undersigned, owner(s) of unit number 16 on the day of October, 2005.

Bruce Dempsey  
Print Name

B. Dempsey  
Signature

Jarvis Dempsey  
Print Name

Jarvis Dempsey  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature



**I/WE WERE PRESENT AT THE OCTOBER 29, 2005 SPECIAL GENERAL  
MEMBERSHIP MEETING AND MY/OUR SIGNATURE(S) WAS/WERE  
WITNESSED BY:**

Kenneth R. Vaughn  
Signature of Witness

Kenneth R. Vaughn  
Print Name of Witness

**OR**

**MY/OUR VOTE WAS CAST BY PROXY AND MY/OUR SIGNATURE(S)  
ARE NOTARIZED BELOW**

**STATE OF** \_\_\_\_\_ )

**COUNTY OF** \_\_\_\_\_ )

**COMES NOW** \_\_\_\_\_,

\_\_\_\_\_, owner(s) of Unit  
number \_\_\_\_\_ at Perdido Dunes, a Condominium, executed the foregoing  
Agreement to Affirm Termination of the Condominium Form of Ownership of  
Perdido Dunes Condominium Association, Inc. and to Establish a New  
Condominium Association Comprised of Certain Commonly Owned Areas and Two  
Distinct Legal Entities and Separate Associations in my presence and  
acknowledged that he/she/they/it did so of his/her/their/its own free will with  
full understanding of its contents on this \_\_\_\_\_ day of October, 2005.

Given under my hand and seal on this the \_\_\_\_\_ day of October, 2005.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**IN WITNESS WHEREOF** the parties, intending to be legally bound hereby, have hereunder executed this Agreement on the date opposite their respective signatures and as witnessed.

**EXECUTED** by the undersigned, owner(s) of unit number 19 on the 29 day of October, 2005.

S. Blatz Sistrunk  
Print Name

S. Blatz Sistrunk  
Signature

Harris Sistrunk  
Print Name

Harris Sistrunk  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

**I/WE WERE PRESENT AT THE OCTOBER 29, 2005 SPECIAL GENERAL  
MEMBERSHIP MEETING AND MY/OUR SIGNATURE(S) WAS/WERE  
WITNESSED BY:**

Wanda Woot

Signature of Witness

Don D. Wynn

Print Name of Witness

**OR**

**MY/OUR VOTE WAS CAST BY PROXY AND MY/OUR SIGNATURE(S)  
ARE NOTARIZED BELOW**

**STATE OF** \_\_\_\_\_ )

**COUNTY OF** \_\_\_\_\_ )

**COMES NOW** \_\_\_\_\_,

\_\_\_\_\_, owner(s) of Unit  
number \_\_\_\_\_ at Perdido Dunes, a Condominium, executed the foregoing  
Agreement to Affirm Termination of the Condominium Form of Ownership of  
Perdido Dunes Condominium Association, Inc. and to Establish a New  
Condominium Association Comprised of Certain Commonly Owned Areas and Two  
Distinct Legal Entities and Separate Associations in my presence and  
acknowledged that he/she/they/it did so of his/her/their/its own free will with  
full understanding of its contents on this \_\_\_\_\_ day of October, 2005.

Given under my hand and seal on this the \_\_\_\_\_ day of October, 2005.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**IN WITNESS WHEREOF** the parties, intending to be legally bound hereby, have hereunder executed this Agreement on the date opposite their respective signatures and as witnessed.

29<sup>th</sup> **EXECUTED** by the undersigned, owner(s) of unit number 19 on the day of October, 2005.

David Vance Wood  
Print Name

David Vance Wood  
Signature

Jason Edmiston  
Print Name

Jason Edmiston  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

**I/WE WERE PRESENT AT THE OCTOBER 29, 2005 SPECIAL GENERAL  
MEMBERSHIP MEETING AND MY/OUR SIGNATURE(S) WAS/WERE  
WITNESSED BY:**

*Wanda Wood*

Signature of Witness

*Wanda Wood*

Print Name of Witness

**OR**

**MY/OUR VOTE WAS CAST BY PROXY AND MY/OUR SIGNATURE(S)  
ARE NOTARIZED BELOW**

**STATE OF \_\_\_\_\_ )**

**COUNTY OF \_\_\_\_\_ )**

**COMES NOW \_\_\_\_\_,**

\_\_\_\_\_, owner(s) of Unit  
number \_\_\_\_\_ at Perdido Dunes, a Condominium, executed the foregoing  
Agreement to Affirm Termination of the Condominium Form of Ownership of  
Perdido Dunes Condominium Association, Inc. and to Establish a New  
Condominium Association Comprised of Certain Commonly Owned Areas and Two  
Distinct Legal Entities and Separate Associations in my presence and  
acknowledged that he/she/they/it did so of his/her/their/its own free will with  
full understanding of its contents on this \_\_\_\_\_ day of October, 2005.

Given under my hand and seal on this the \_\_\_\_\_ day of October, 2005.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**IN WITNESS WHEREOF** the parties, intending to be legally bound hereby, have hereunder executed this Agreement on the date opposite their respective signatures and as witnessed.

**EXECUTED** by the undersigned, owner(s) of unit number 20 on the 1029-05 day of October, 2005.

Wanda West  
Print Name

Wanda West  
Signature

Phillip West  
Print Name

Phillip West  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

**I/WE WERE PRESENT AT THE OCTOBER 29, 2005 SPECIAL GENERAL  
MEMBERSHIP MEETING AND MY/OUR SIGNATURE(S) WAS/WERE  
WITNESSED BY:**

Tyson Whiteside  
Signature of Witness

Tyson Whiteside  
Print Name of Witness

**OR**

**MY/OUR VOTE WAS CAST BY PROXY AND MY/OUR SIGNATURE(S)  
ARE NOTARIZED BELOW**

**STATE OF \_\_\_\_\_ )**

**COUNTY OF \_\_\_\_\_ )**

**COMES NOW \_\_\_\_\_,**

\_\_\_\_\_, owner(s) of Unit  
number \_\_\_\_\_ at Perdido Dunes, a Condominium, executed the foregoing  
Agreement to Affirm Termination of the Condominium Form of Ownership of  
Perdido Dunes Condominium Association, Inc. and to Establish a New  
Condominium Association Comprised of Certain Commonly Owned Areas and Two  
Distinct Legal Entities and Separate Associations in my presence and  
acknowledged that he/she/they/it did so of his/her/their/its own free will with  
full understanding of its contents on this \_\_\_\_\_ day of October, 2005.

Given under my hand and seal on this the \_\_\_\_\_ day of October, 2005.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**IN WITNESS WHEREOF** the parties, intending to be legally bound hereby, have hereunder executed this Agreement on the date opposite their respective signatures and as witnessed.

29 **EXECUTED** by the undersigned, owner(s) of unit number 22 on the day of October, 2005.

CAROLINE HANNA

Print Name

Caroline Hanna

Signature

Print Name

Signature

Print Name

Signature

Print Name

Signature



**I/WE WERE PRESENT AT THE OCTOBER 29, 2005 SPECIAL GENERAL  
MEMBERSHIP MEETING AND MY/OUR SIGNATURE(S) WAS/WERE  
WITNESSED BY:**

Donna McJenkins

Signature of Witness

Donna McJenkins

Print Name of Witness

**OR**

**MY/OUR VOTE WAS CAST BY PROXY AND MY/OUR SIGNATURE(S)  
ARE NOTARIZED BELOW**

**STATE OF \_\_\_\_\_ )**

**COUNTY OF \_\_\_\_\_ )**

**COMES NOW \_\_\_\_\_,**

\_\_\_\_\_, owner(s) of Unit  
number \_\_\_\_\_ at Perdido Dunes, a Condominium, executed the foregoing  
Agreement to Affirm Termination of the Condominium Form of Ownership of  
Perdido Dunes Condominium Association, Inc. and to Establish a New  
Condominium Association Comprised of Certain Commonly Owned Areas and Two  
Distinct Legal Entities and Separate Associations in my presence and  
acknowledged that he/she/they/it did so of his/her/their/its own free will with  
full understanding of its contents on this \_\_\_\_\_ day of October, 2005.

Given under my hand and seal on this the \_\_\_\_\_ day of October, 2005.


\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_


**IN WITNESS WHEREOF** the parties, intending to be legally bound hereby, have hereunder executed this Agreement on the date opposite their respective signatures and as witnessed.

**EXECUTED** by the undersigned, owner(s) of unit number 23 on the 29 day of October, 2005.

DANIEL A LANDWERLEN  
Print Name

  
Signature

SANDRA N EVANS  
Print Name

  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

**I/WE WERE PRESENT AT THE OCTOBER 29, 2005 SPECIAL GENERAL  
MEMBERSHIP MEETING AND MY/OUR SIGNATURE(S) WAS/WERE  
WITNESSED BY:**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name of Witness

**OR**

**MY/OUR VOTE WAS CAST BY PROXY AND MY/OUR SIGNATURE(S)  
ARE NOTARIZED BELOW**

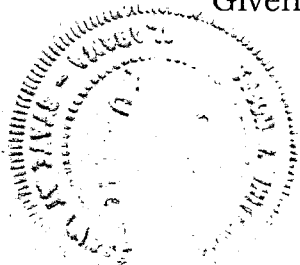
**STATE OF \_\_\_\_\_ )**

**COUNTY OF \_\_\_\_\_ )**

**COMES NOW** *Andrea L. Green*, *Paula D. White*,

\_\_\_\_\_, \_\_\_\_\_ owner(s) of Unit  
number ~~10~~ 23 at Perdido Dunes, a Condominium, executed the foregoing  
Agreement to Affirm Termination of the Condominium Form of Ownership of  
Perdido Dunes Condominium Association, Inc. and to Establish a New  
Condominium Association Comprised of Certain Commonly Owned Areas and Two  
Distinct Legal Entities and Separate Associations in my presence and  
acknowledged that he/she/they/it did so of his/her/their/its own free will with  
full understanding of its contents on this 29 day of October, 2005.

Given under my hand and seal on this the 29 day of October, 2005.



*Lyson W. Whiteside*  
Notary Public

My Commission Expires: 7/28/09

STATE OF Alabama )

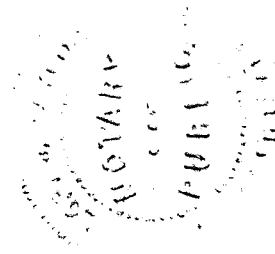
COUNTY OF Mobile )

COMES NOW David Owens, Terrie S. Owens,  
David Owens, Rebecca Owens owner(s) of Unit  
number 24 at Perdido Dunes, a Condominium, executed the foregoing  
Agreement to Affirm Termination of the Condominium Form of Ownership of  
Perdido Dunes Condominium Association, Inc. and to Establish a New  
Condominium Association Comprised of Certain Commonly Owned Areas and Two  
Distinct Legal Entities and Separate Associations in my presence and  
acknowledged that he/she/they/it did so of his/her/their/its own free will with  
full understanding of its contents on this 10th day of November, 2005.

Given under my hand and seal on this the 10th day of November, 2005.

Lore J. Taylor  
Notary Public

My Commission Expires: 5/24/09



**IN WITNESS WHEREOF** the parties, intending to be legally bound hereby, have hereunder executed this Agreement on the date opposite their respective signatures and as witnessed.

**EXECUTED** by the undersigned, owner(s) of unit number 25 on the 29 day of October, 2005.

Donna McJenkins  
Print Name

Donna McJenkins  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

**I/WE WERE PRESENT AT THE OCTOBER 29, 2005 SPECIAL GENERAL  
MEMBERSHIP MEETING AND MY/OUR SIGNATURE(S) WAS/WERE  
WITNESSED BY:**

Brenda L. Boaz  
Signature of Witness

Brenda Boaz  
Print Name of Witness

**OR**

**MY/OUR VOTE WAS CAST BY PROXY AND MY/OUR SIGNATURE(S)  
ARE NOTARIZED BELOW**

**STATE OF** \_\_\_\_\_ )

**COUNTY OF** \_\_\_\_\_ )

**COMES NOW** \_\_\_\_\_,

\_\_\_\_\_, owner(s) of Unit  
number \_\_\_\_\_ at Perdido Dunes, a Condominium, executed the foregoing  
Agreement to Affirm Termination of the Condominium Form of Ownership of  
Perdido Dunes Condominium Association, Inc. and to Establish a New  
Condominium Association Comprised of Certain Commonly Owned Areas and Two  
Distinct Legal Entities and Separate Associations in my presence and  
acknowledged that he/she/they/it did so of his/her/their/its own free will with  
full understanding of its contents on this \_\_\_\_\_ day of October, 2005.

Given under my hand and seal on this the \_\_\_\_\_ day of October, 2005.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**IN WITNESS WHEREOF** the parties, intending to be legally bound hereby, have hereunder executed this Agreement on the date opposite their respective signatures and as witnessed.

**EXECUTED** by the undersigned, owner(s) of unit number 26 on the 29 day of October, 2005.

J. Keith Colvin  
Print Name

[Signature]  
Signature

M. Marcia Colvin  
Print Name

M. Marcia Colvin  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

**I/WE WERE PRESENT AT THE OCTOBER 29, 2005 SPECIAL GENERAL  
MEMBERSHIP MEETING AND MY/OUR SIGNATURE(S) WAS/WERE  
WITNESSED BY:**

Kent Byron  
Signature of Witness

Kent Byron  
Print Name of Witness

**OR**

**MY/OUR VOTE WAS CAST BY PROXY AND MY/OUR SIGNATURE(S)  
ARE NOTARIZED BELOW**

**STATE OF \_\_\_\_\_ )**

**COUNTY OF \_\_\_\_\_ )**

**COMES NOW \_\_\_\_\_,**

\_\_\_\_\_, owner(s) of Unit  
number \_\_\_\_\_ at Perdido Dunes, a Condominium, executed the foregoing  
Agreement to Affirm Termination of the Condominium Form of Ownership of  
Perdido Dunes Condominium Association, Inc. and to Establish a New  
Condominium Association Comprised of Certain Commonly Owned Areas and Two  
Distinct Legal Entities and Separate Associations in my presence and  
acknowledged that he/she/they/it did so of his/her/their/its own free will with  
full understanding of its contents on this \_\_\_\_\_ day of October, 2005.

Given under my hand and seal on this the \_\_\_\_\_ day of October, 2005.

\_\_\_\_\_  
Notary Public

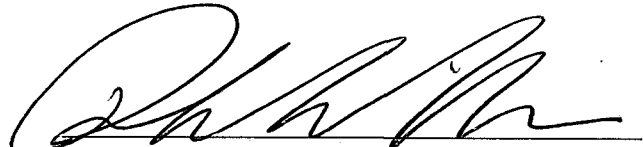
My Commission Expires: \_\_\_\_\_




**IN WITNESS WHEREOF** the parties, intending to be legally bound hereby, have hereunder executed this Agreement on the date opposite their respective signatures and as witnessed.

31<sup>st</sup> **EXECUTED** by the undersigned, owner(s) of unit number 27 on the day of October, 2005.

Philip L. Williams  
Print Name

  
Signature


BARBARA B. WILLIAMS  
Print Name

  
Signature

Bart Kirchler  
Print Name

  
Signature

Kay Kirchler  
Print Name

  
Signature

**I/WE WERE PRESENT AT THE OCTOBER 29, 2005 SPECIAL GENERAL  
MEMBERSHIP MEETING AND MY/OUR SIGNATURE(S) WAS/WERE  
WITNESSED BY:**

Tyson Whiteside  
Signature of Witness

TYSON W WHITESIDE  
Print Name of Witness

**OR**

**MY/OUR VOTE WAS CAST BY PROXY AND MY/OUR SIGNATURE(S)  
ARE NOTARIZED BELOW**

**STATE OF \_\_\_\_\_ )**

**COUNTY OF \_\_\_\_\_ )**

**COMES NOW \_\_\_\_\_,**

\_\_\_\_\_, owner(s) of Unit  
number \_\_\_\_\_ at Perdido Dunes, a Condominium, executed the foregoing  
Agreement to Affirm Termination of the Condominium Form of Ownership of  
Perdido Dunes Condominium Association, Inc. and to Establish a New  
Condominium Association Comprised of Certain Commonly Owned Areas and Two  
Distinct Legal Entities and Separate Associations in my presence and  
acknowledged that he/she/they/it did so of his/her/their/its own free will with  
full understanding of its contents on this \_\_\_\_\_ day of October, 2005.

Given under my hand and seal on this the \_\_\_\_\_ day of October, 2005.

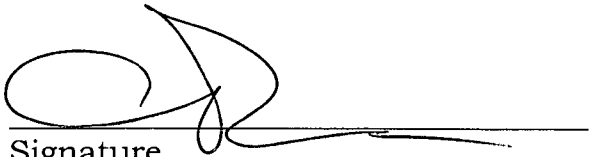
\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_


**IN WITNESS WHEREOF** the parties, intending to be legally bound hereby, have hereunder executed this Agreement on the date opposite their respective signatures and as witnessed.

**EXECUTED** by the undersigned, owner(s) of unit number 28 on the 29 day of October, 2005.

CHARLES A. ROSE  
Print Name

  
Signature

MONCIE ROSE  
Print Name

  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

**I/WE WERE PRESENT AT THE OCTOBER 29, 2005 SPECIAL GENERAL  
MEMBERSHIP MEETING AND MY/OUR SIGNATURE(S) WAS/WERE  
WITNESSED BY:**

*Caroline Hanna*

\_\_\_\_\_  
Signature of Witness

*CAROLINE HANNA*

\_\_\_\_\_  
Print Name of Witness

**OR**

**MY/OUR VOTE WAS CAST BY PROXY AND MY/OUR SIGNATURE(S)  
ARE NOTARIZED BELOW**

**STATE OF** \_\_\_\_\_ )

**COUNTY OF** \_\_\_\_\_ )

**COMES NOW** \_\_\_\_\_, \_\_\_\_\_,

\_\_\_\_\_, \_\_\_\_\_ owner(s) of Unit  
number \_\_\_\_\_ at Perdido Dunes, a Condominium, executed the foregoing  
Agreement to Affirm Termination of the Condominium Form of Ownership of  
Perdido Dunes Condominium Association, Inc. and to Establish a New  
Condominium Association Comprised of Certain Commonly Owned Areas and Two  
Distinct Legal Entities and Separate Associations in my presence and  
acknowledged that he/she/they/it did so of his/her/their/its own free will with  
full understanding of its contents on this \_\_\_\_\_ day of October, 2005.

Given under my hand and seal on this the \_\_\_\_\_ day of October, 2005.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**IN WITNESS WHEREOF** the parties, intending to be legally bound hereby, have hereunder executed this Agreement on the date opposite their respective signatures and as witnessed.

**EXECUTED** by the undersigned, owner(s) of unit number 29 on the 29 day of October, 2005.

SUSAN D. MAYNARD  
Print Name

Susan D. Maynard  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

**I/WE WERE PRESENT AT THE OCTOBER 29, 2005 SPECIAL GENERAL  
MEMBERSHIP MEETING AND MY/OUR SIGNATURE(S) WAS/WERE  
WITNESSED BY:**

Wanda Wood  
Signature of Witness

Blair Sistrunk  
Print Name of Witness

**OR**

**MY/OUR VOTE WAS CAST BY PROXY AND MY/OUR SIGNATURE(S)  
ARE NOTARIZED BELOW**

**STATE OF \_\_\_\_\_ )**

**COUNTY OF \_\_\_\_\_ )**

**COMES NOW \_\_\_\_\_,**

\_\_\_\_\_, owner(s) of Unit  
number \_\_\_\_\_ at Perdido Dunes, a Condominium, executed the foregoing  
Agreement to Affirm Termination of the Condominium Form of Ownership of  
Perdido Dunes Condominium Association, Inc. and to Establish a New  
Condominium Association Comprised of Certain Commonly Owned Areas and Two  
Distinct Legal Entities and Separate Associations in my presence and  
acknowledged that he/she/they/it did so of his/her/their/its own free will with  
full understanding of its contents on this \_\_\_\_\_ day of October, 2005.

Given under my hand and seal on this the \_\_\_\_\_ day of October, 2005.

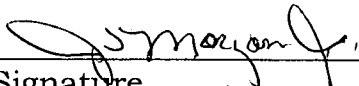
\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

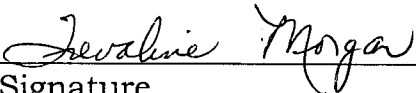
**IN WITNESS WHEREOF** the parties, intending to be legally bound hereby, have hereunder executed this Agreement on the date opposite their respective signatures and as witnessed.

**EXECUTED** by the undersigned, owner(s) of unit number 30 on the 29<sup>th</sup> day of October, 2005.

J.T. MORGAN, JR.  
Print Name

  
Signature

TREVALINE MORGAN  
Print Name

  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

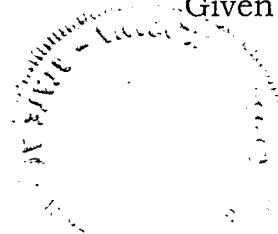
STATE OF FLORIDA )

COUNTY OF BAY )

COMES NOW TT Morgan, Terealino Morgan

\_\_\_\_\_, \_\_\_\_\_ owner(s) of Unit number \_\_\_\_\_ at Perdido Dunes, a Condominium, executed the foregoing Agreement to Affirm Termination of the Condominium Form of Ownership of Perdido Dunes Condominium Association, Inc. and to Establish a New Condominium Association Comprised of Certain Commonly Owned Areas and Two Distinct Legal Entities and Separate Associations in my presence and acknowledged that he/she/they/it did so of his/her/their/its own free will with full understanding of its contents on this \_\_\_\_\_ day of November, 2005.

Given under my hand and seal on this the 29<sup>th</sup> day of November, 2005.

  
Lysanne Whiteside  
Notary Public

My Commission Expires: 7/28/09



**IN WITNESS WHEREOF** the parties, intending to be legally bound hereby, have hereunder executed this Agreement on the date opposite their respective signatures and as witnessed.

25<sup>th</sup> **EXECUTED** by the undersigned, owner(s) of unit number 31 on the day of October, 2005.

CRAY M. BAYAN  
Print Name

[Signature]  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

I/WE WERE PRESENT AT THE OCTOBER 25 2005 SPECIAL GENERAL  
MEMBERSHIP MEETING AND MY/OUR SIGNATURE(S)  
WAS/WERE WITNESSED BY:

Julie Greenwood  
Signature of Witness

October 25, 2005

Julie Greenwood  
Print Name of Witness

Or

MY/OUR VOTE WAS CAST BY PROXY AND MY/OUR SIGNATURE(S)  
WAS/ARE NOTARIZED BELOW

STATE OF ~~ALABAMA~~ WA )

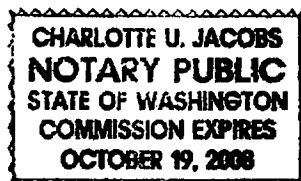
COUNTY OF ~~BALDWIN~~ KING )

COMES NOW LARRY M Bryan, \_\_\_\_\_,

\_\_\_\_\_ owner(s) of Unit

\_\_\_\_\_ at Perdido Dunes, a condominium, executed the foregoing Ratification  
of Termination Agreement in my presence and acknowledged that he/she/they/it  
did so of his/her/their/its own free will with full understanding of its contents on  
this 25<sup>th</sup> day of October, 2005.

Given under my hand and seal on this the 25 day of October,  
2005.



Charlotte U Jacobs  
NOTARY PUBLIC

My Commission Expires: 10-19-08

**IN WITNESS WHEREOF** the parties, intending to be legally bound hereby, have hereunder executed this Agreement on the date opposite their respective signatures and as witnessed.

4<sup>th</sup> **EXECUTED** by the undersigned, owner(s) of unit number 35 on the 4<sup>th</sup> day of October, 2005.

Jarred S Coburn  
Print Name

Jarred S. Coburn  
Signature

Shannon W. Coburn  
Print Name

Shannon W. Coburn  
Signature

Douglas C. Coburn  
Print Name

Douglas C. Coburn  
Signature

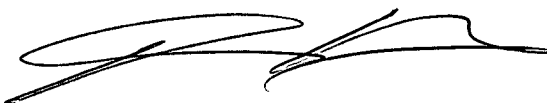
Edith C. Coburn  
Print Name

Edith C. Coburn  
Signature

**IN WITNESS WHEREOF** the parties, intending to be legally bound hereby, have hereunder executed this Agreement on the date opposite their respective signatures and as witnessed.

29 **EXECUTED** by the undersigned, owner(s) of unit number 36 on the day of October, 2005.

RONALD HALLIDAY  
Print Name

  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

STATE OF ALABAMA )

COUNTY OF BALDWIN )

COMES NOW Ronald Halliday,

owner(s) of Unit number \_\_\_\_\_ at Perdido Dunes, a Condominium, executed the foregoing Agreement to Affirm Termination of the Condominium Form of Ownership of Perdido Dunes Condominium Association, Inc. and to Establish a New Condominium Association Comprised of Certain Commonly Owned Areas and Two Distinct Legal Entities and Separate Associations in my presence and acknowledged that he/she/they/it did so of his/her/their/its own free will with full understanding of its contents on this \_\_\_\_\_ day of November, 2005.

Given under my hand and seal on this the 29 day of November, 2005.



Tyson W. Whiteside  
Notary Public

My Commission Expires: 7/28/09

**IN WITNESS WHEREOF** the parties, intending to be legally bound hereby, have hereunder executed this Agreement on the date opposite their respective signatures and as witnessed.

**EXECUTED** by the undersigned, owner(s) of unit number 37 on the 29 day of October, 2005.

Robert M. Boaz  
Print Name

Robert M. Boaz  
Signature

BRENNA L. BOAZ  
Print Name

Brenna L. Boaz  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

**I/WE WERE PRESENT AT THE OCTOBER 29, 2005 SPECIAL GENERAL  
MEMBERSHIP MEETING AND MY/OUR SIGNATURE(S) WAS/WERE  
WITNESSED BY:**

Donna McJenkins  
Signature of Witness

Donna McJenkins  
Print Name of Witness

**OR**

**MY/OUR VOTE WAS CAST BY PROXY AND MY/OUR SIGNATURE(S)  
ARE NOTARIZED BELOW**

**STATE OF \_\_\_\_\_ )**

**COUNTY OF \_\_\_\_\_ )**

**COMES NOW \_\_\_\_\_,**

\_\_\_\_\_, owner(s) of Unit  
number \_\_\_\_\_ at Perdido Dunes, a Condominium, executed the foregoing  
Agreement to Affirm Termination of the Condominium Form of Ownership of  
Perdido Dunes Condominium Association, Inc. and to Establish a New  
Condominium Association Comprised of Certain Commonly Owned Areas and Two  
Distinct Legal Entities and Separate Associations in my presence and  
acknowledged that he/she/they/it did so of his/her/their/its own free will with  
full understanding of its contents on this \_\_\_\_\_ day of October, 2005.

Given under my hand and seal on this the \_\_\_\_\_ day of October, 2005.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**IN WITNESS WHEREOF** the parties, intending to be legally bound hereby, have hereunder executed this Agreement on the date opposite their respective signatures and as witnessed.

**EXECUTED** by the undersigned, owner(s) of unit number 38 on the \_\_\_\_\_ day of October, 2005.

EWAN James Midgette Jr  
Print Name

E James Midgette Jr  
Signature

Patty Midgette  
Print Name

Patty Midgette  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature



STATE OF Alabama )

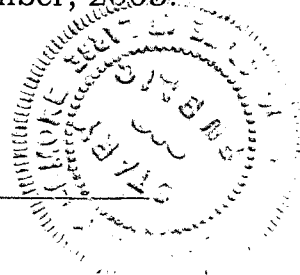
COUNTY OF Shelby )

COMES NOW Ed Midgette & Patty Midgette Names

\_\_\_\_\_, \_\_\_\_\_ owner(s) of Unit number \_\_\_\_\_ at Perdido Dunes, a Condominium, executed the foregoing Agreement to Affirm Termination of the Condominium Form of Ownership of Perdido Dunes Condominium Association, Inc. and to Establish a New Condominium Association Comprised of Certain Commonly Owned Areas and Two Distinct Legal Entities and Separate Associations in my presence and acknowledged that he/she/they/it did so of his/her/their/its own free will with full understanding of its contents on this 26th day of November, 2005.

Given under my hand and seal on this the 26th day of November, 2005.

Robert Jay Elmer  
Notary Public



My Commission Expires: 8/27/06

**IN WITNESS WHEREOF** the parties, intending to be legally bound hereby, have hereunder executed this Agreement on the date opposite their respective signatures and as witnessed.

**EXECUTED** by the undersigned, owner(s) of unit number #40 on the \_\_\_\_\_ day of October, 2005.

Jeffrey R. Miller  
Print Name

Jeffrey R. Miller  
Signature

Martha M. Miller  
Print Name

Martha M. Miller  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

COMES NOW Jeffrey R. Miller, Marsha M. Miller,

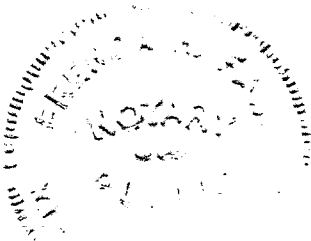
\_\_\_\_\_, owner(s) of Unit number 40 at Perdido Dunes, a Condominium, executed the foregoing Agreement to Affirm Termination of the Condominium Form of Ownership of Perdido Dunes Condominium Association, Inc. and to Establish a New Condominium Association Comprised of Certain Commonly Owned Areas and Two Distinct Legal Entities and Separate Associations in my presence and acknowledged that he/she/they/it did so of his/her/their/its own free will with full understanding of its contents on this 24<sup>th</sup> day of November, 2005.

Given under my hand and seal on this the 24 day of November, 2005.

Brenda H. Fain

Notary Public

My Commission Expires: 11/2008



**IN WITNESS WHEREOF** the parties, intending to be legally bound hereby, have hereunder executed this Agreement on the date opposite their respective signatures and as witnessed.

29 **EXECUTED** by the undersigned, owner(s) of unit number 41 on the day of October, 2005.

JoAnne Burrage  
Print Name

JoAnne Burrage  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

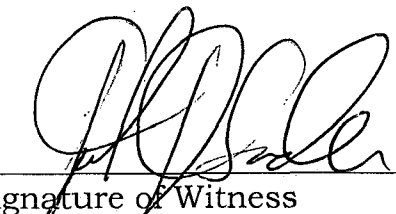
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

**I/WE WERE PRESENT AT THE OCTOBER 29, 2005 SPECIAL GENERAL  
MEMBERSHIP MEETING AND MY/OUR SIGNATURE(S) WAS/WERE  
WITNESSED BY:**

  
\_\_\_\_\_  
Signature of Witness

  
\_\_\_\_\_  
Print Name of Witness

**OR**

**MY/OUR VOTE WAS CAST BY PROXY AND MY/OUR SIGNATURE(S)  
ARE NOTARIZED BELOW**

**STATE OF \_\_\_\_\_ )**

**COUNTY OF \_\_\_\_\_ )**

**COMES NOW \_\_\_\_\_,**

\_\_\_\_\_, owner(s) of Unit  
number \_\_\_\_\_ at Perdido Dunes, a Condominium, executed the foregoing  
Agreement to Affirm Termination of the Condominium Form of Ownership of  
Perdido Dunes Condominium Association, Inc. and to Establish a New  
Condominium Association Comprised of Certain Commonly Owned Areas and Two  
Distinct Legal Entities and Separate Associations in my presence and  
acknowledged that he/she/they/it did so of his/her/their/its own free will with  
full understanding of its contents on this \_\_\_\_\_ day of October, 2005.

Given under my hand and seal on this the \_\_\_\_\_ day of October, 2005.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**IN WITNESS WHEREOF** the parties, intending to be legally bound hereby, have hereunder executed this Agreement on the date opposite their respective signatures and as witnessed.

**EXECUTED** by the undersigned, owner(s) of unit number 42 on the \_\_\_\_\_ day of October, 2005.

MARLIN MEADOWS  
Print Name

Marlin Meadows  
Signature

Geo L. Meadows  
Print Name

Geo Meadows  
Signature

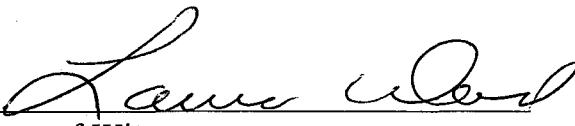
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

**I/WE WERE PRESENT AT THE OCTOBER 29, 2005 SPECIAL GENERAL  
MEMBERSHIP MEETING AND MY/OUR SIGNATURE(S) WAS/WERE  
WITNESSED BY:**

  
Signature of Witness

Laura Ward  
Print Name of Witness

**OR**

**MY/OUR VOTE WAS CAST BY PROXY AND MY/OUR SIGNATURE(S)  
ARE NOTARIZED BELOW**

**STATE OF \_\_\_\_\_ )**

**COUNTY OF \_\_\_\_\_ )**

**COMES NOW \_\_\_\_\_,**

\_\_\_\_\_, owner(s) of Unit  
number \_\_\_\_\_ at Perdido Dunes, a Condominium, executed the foregoing  
Agreement to Affirm Termination of the Condominium Form of Ownership of  
Perdido Dunes Condominium Association, Inc. and to Establish a New  
Condominium Association Comprised of Certain Commonly Owned Areas and Two  
Distinct Legal Entities and Separate Associations in my presence and  
acknowledged that he/she/they/it did so of his/her/their/its own free will with  
full understanding of its contents on this \_\_\_\_\_ day of October, 2005.

Given under my hand and seal on this the \_\_\_\_\_ day of October, 2005.

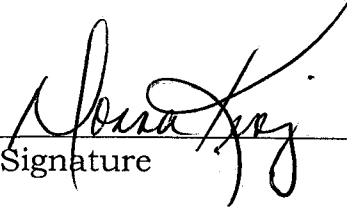
\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**IN WITNESS WHEREOF** the parties, intending to be legally bound hereby, have hereunder executed this Agreement on the date opposite their respective signatures and as witnessed.

2<sup>nd</sup> **EXECUTED** by the undersigned, owner(s) of unit number 43 on the day of October, 2005.

Donna King  
Print Name

  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

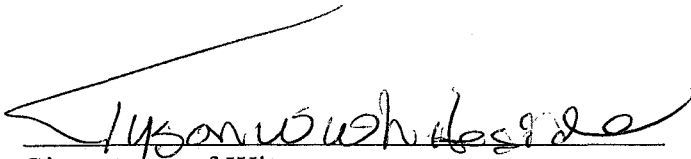
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature



I/WE WERE PRESENT AT THE OCTOBER 29, 2005 SPECIAL GENERAL  
MEMBERSHIP MEETING AND MY/OUR SIGNATURE(S) WAS/WERE  
WITNESSED BY:

  
Signature of Witness

Tyson W White  
Print Name of Witness

OR

MY/OUR VOTE WAS CAST BY PROXY AND MY/OUR SIGNATURE(S)  
ARE NOTARIZED BELOW

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

COMES NOW \_\_\_\_\_,

\_\_\_\_\_, owner(s) of Unit  
number \_\_\_\_\_ at Perdido Dunes, a Condominium, executed the foregoing  
Agreement to Affirm Termination of the Condominium Form of Ownership of  
Perdido Dunes Condominium Association, Inc. and to Establish a New  
Condominium Association Comprised of Certain Commonly Owned Areas and Two  
Distinct Legal Entities and Separate Associations in my presence and  
acknowledged that he/she/they/it did so of his/her/their/its own free will with  
full understanding of its contents on this \_\_\_\_\_ day of October, 2005.

Given under my hand and seal on this the \_\_\_\_\_ day of October, 2005.

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

My Commission Expires: \_\_\_\_\_

2006 December - 6 11:54AM

Instrument Number 1018106 Pages 81  
Recording 243.00 Mortgage  
Deed Min Tax  
Index DP 5.00  
Archive 5.00  
Adrian T. Johns, Judge of Probate