



**IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA**

THE INDIES CONDOMINIUM )  
ASSOCIATION, INC., )

Petitioner, )

vs. )

CASE NO. 05-CV-2013-900792

STEVEN P. QUINN, et al, )

Respondents. )

**AMENDMENT TO THE DECLARATION OF CONDOMINIUM**

**FOR**

**THE INDIES, A CONDOMINIUM**

**ORDERED BY THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA**

**WHEREAS**, the Declaration of Condominium for The Indies, A Condominium, was recorded in the records in the Office of the Judge of Probate of Baldwin County, Alabama as Instrument 917757 on August 24, 2005; and,

**WHEREAS**, a dispute has arisen regarding the underground parking spaces at The Indies, A Condominium; and,

**WHEREAS**, The Indies Condominium Association, Inc. did file a complaint for declaratory judgment in the Circuit Court of Baldwin County, Alabama on, or about, June 10, 2013, with a Case Number of 05-CV-2013-900792 being assigned to the Honorable Jody W. Bishop, a Circuit Judge in Baldwin County, Alabama; and,

**WHEREAS**, a Settlement Agreement (attached hereto as Exhibit A) has been entered into and executed between The Indies Condominium Association, Inc., represented by Attorney Daniel H. Craven, and the "Mark Taupeka" Group that includes four (4) units and seven (7) owners, represented by Attorney Mark Taupeka, and the "Lynn Perry" Group, consisting of seventeen (17) units and twenty-four (24) owners, represented by Attorney James Lynn Perry; and,

**WHEREAS**, a Settlement Agreement (attached hereto as Exhibit B) has been entered into and executed between The Indies Condominium Association, Inc., represented by Attorney Daniel H. Craven, and the "Craig Olmstead" Group consisting of five (5) units and nine (9) owners, represented by Attorney Craig Olmstead; and,

**WHEREAS**, there are no other of the remaining forty-two (42) units and seventy-eight (78) owners represented by counsel in this matter; and,

**WHEREAS**, twenty-two (22) units and forty-two (42) owners submitted an Answer and Waiver to this Honorable Court consenting to the submission of this action to the Court for final decree; and,

**WHEREAS**, default judgment was entered against the remaining thirty-six (36) owners and twenty (20) units on, or about, the 27<sup>th</sup> day of May, 2014 binding said owners to the terms of the enclosed Settlement Agreements.

**NOW, THEREFORE**, Subparagraph 14(i) of the Declaration of Condominium of The Indies, A Condominium, is hereby amended to read in its entirety as follows:

(i) Parking. Parking within the Condominium property shall be limited to owners and their guests. All owners and guests shall be limited to parking in the exterior parking area unless they are permitted to park in the underground parking facility pursuant to the Settlement Agreements attached hereto as Exhibit A and Exhibit B. The Association reserves the right to suspend parking privileges of owner(s), guest(s) or other occupant(s) of units when an owner is more than thirty (30) days delinquent in any amount owed to the Association.

Vehicles permitted under this subparagraph may be parked only in designated, lined parking spaces or other areas authorized in writing by the board. Disabled and stored vehicles are prohibited from being parking on the Condominium property. For purposes hereof, a vehicle shall be considered "disabled" if it does not have a current license tag or is obviously inoperable. A vehicle shall be considered "stored" if it remains on the Condominium property without being driven for fourteen (14) consecutive days or longer without prior written Board permission.

Boats, trailers, jet-skis and trailers for same, panel trucks, buses, trucks with a load capacity of one (1) ton or more, vans (excluding vans used by handicapped persons, mini-vans or sport utility vehicles used as passenger vehicles and receiving a "car" or "passenger vehicle" classification by the Alabama Department of Motor Vehicles), recreational vehicles (RV's and motor homes), vehicles used primarily for commercial purposes, and vehicles with commercial writings on their exteriors other than Sheriff's, Marshall's, or police officer's vehicles marked as such, are also prohibited from being parked on the Condominium property, except in areas, if any, that may be designated by the Board

as parking areas for particular types of vehicles. Notwithstanding the above, trucks, vans, commercial vehicles and vehicles with commercial writings on their exteriors shall be allowed temporarily on the Common Elements during normal business hours for the purpose of serving any Unit or the Common Elements; provided, however, no such vehicle shall remain on the Common Elements overnight or for any purpose unless prior written consent of the Board is first obtained.

If any vehicle is parked on any portion of the Condominium in violation of this Paragraph or in violation of the Association's rules and regulations, the Board or agent of the Association may place a notice on the vehicle specifying the nature of the violation and stating that after twenty-four (24) hours the vehicle may be towed or booted. The notice shall include the name and telephone number of the person or entity that will do the towing or booting and the name and telephone number of a person to contact regarding the alleged violation. If twenty-four (24) hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within six (6) months of such notice, the Board or agent of the Association may have the vehicle towed or booted in accordance with the notice, without further notice to the Owner or user of the vehicle.

If a vehicle is parked in a fire lane, is blocking another vehicle or access to another Owner's Unit or parking space, is obstructing the flow of traffic, is parked on any grassy area, is parked in a parking space which has been assigned as exclusively serving another Unit, or otherwise creates a hazardous condition, no notice shall be required and the Board or agent of the Association may have the vehicle towed immediately. If a vehicle is towed in accordance with this subparagraph, neither the Association nor any officer or agent of the Association shall be liable to any person for any claim of damage as a result of the towing activity. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow or boot.

DONE this the 21 day of July, 2014.



HONORABLE JODY W. BISHOP  
CIRCUIT JUDGE - BALDWIN COUNTY, AL

*This Instrument Prepared By:*  
Daniel H. Craven, P.C.  
Attorney at Law  
Post Office Drawer 4489  
Gulf Shores, AL 36547  
Voice: 251.968.8170  
Fax: 251.968.4837  
E-mail: dhclaw@gulftel.com



## SETTLEMENT AGREEMENT AND RELEASE

The undersigned parties have entered into the following Settlement Agreement and Release.

### Acknowledgements

WHEREAS, the parties are all owners at the Indies Condominiums;

WHEREAS, a dispute arose between the parties relating to the underground parking spaces at the Indies Condominiums and a civil action was filed in the Circuit Court of Baldwin County, Alabama styled, *The Indies Condominium Association, Inc. v. Steven P. Quinn, et al.*, Case No. CV-2013-900792;

WHEREAS, the parties mediated the matter and, at mediation the parties agreed to enter into this Settlement Agreement and Release;

WHEREAS, the parties now commit to the following terms of this Settlement Agreement and Release;

NOW, THEREFORE, the parties agree as follows:

### Consideration

The parties acknowledge that adequate consideration in the form of certain payments, exchange of information and/or materials and agreements are adequate consideration for this Settlement Agreement and Release.

### Agreement

I.

The following unit owners will have perpetual use of an underground parking space assigned by the Board currently assigned as set forth below, which will run with the unit. These spaces cannot be transferred to other units but only to successive owners of the unit to which the parking space attaches. The spaces will be assessed annually by the Association Board for maintenance and repair in like manner as limited common elements under the Declarations of Condominium and the Alabama Uniform Condominium Act. Golf carts can be parked in these spaces in addition to motor vehicles.

<u>Unit</u>	<u>Name</u>	<u>Number of spaces</u>
Unit 510	Vasileios Sfyris	1
Unit 610	Everette Crumpler	2
Unit 710	Emily Wisniewski	2
Unit 203	Alfred O'Neal	1
Unit 310	William Hicks	1
Unit 304	Joan Taylor	1
Unit 408	Donald Walter	1
Unit 602	Danny White	1
Unit 507	Stephen Butts	1
Unit 603	Kenneth Chapman	1
Unit 303	Denny Moore	1
Unit 607	Delmar Smith	1
Unit 104	Robert Dodd	1

## II.

The following unit owners will receive a permit to use the parking spaces they are currently permitted to use through December 31, 2014 at no charge, and thereafter are entitled to the right of first refusal to continue leasing those spaces at the rate approved by the Board, which shall be based upon the cost to maintain and repair the parking space and market rents for underground parking.

<u>Unit</u>	<u>Name</u>	<u>Number of spaces</u>
Unit 106	John Bobe	1
Unit 501	Annetta Jernigan	1

## III.

The parking space currently leased by Unit 403 (Ann Gray & Angie Hood) will continue to be leased at the current lease rate through December 31, 2015. Thereafter this unit owner will have the right of first refusal to continue the lease at the rate then set by the Board, which shall be based upon the cost to maintain and repair the parking space and market rents for underground parking.

## IV.

All other owners currently leasing a parking space will continue to have the right to do so at the current lease rate through December 31, 2014. Thereafter, said owners will have the right of first refusal to continue the lease at the rate then set by the Board, which shall be based upon the cost to maintain and repair the parking space and market rents for underground parking.

Current lessees have the right to park golf carts in existing leased spaces through December 31, 2014, but thereafter will not be allowed to do so without additional amendments to the condominium documents.

Leased parking spaces shall not run with any unit, nor are such spaces assignable or transferrable between or among owners. Parking space leases terminate upon : (1) the sale of a unit by an owner with a parking space lease, (2) at the lessee's option by not exercising the right of first refusal to renew at any annual interval, or (3) at the direction of the Association Board for failure to pay the lease fees due or other noncompliance with the Indies parking rules after notice and an opportunity to cure any such noncompliance.

The Association Board shall maintain an underground parking space waiting list of owners on its website and shall assign available spaces on a first-come, first-served basis.

Parking space permits and leases are intended for the use of respective owners and their guests.

V.

The issue of attorney fees is preserved for judicial review at trial.

**Release**

The undersigned parties acknowledge that they are over the age of nineteen (19) years and have received good and valuable consideration as recited above. There being no promises of further benefit or payment to be received, they have for themselves and their respective heirs, executors, administrators and assigns, released and discharged, and bind this instrument to hereby completely and fully release, remise, acquit and discharge forever each other, their heirs, executors, administrators and assigns from any and all claims, demands, actions, cause of action, suits, costs, damages, expenses, compensation and liability of every kind, character and description, either direct or consequential, at law or in equity, except the issue of attorney's fees as recited above, which they now have or may have hereafter arising from, resulting from, or in any manner growing out of or incidental to their respective participation in and/or with the underground parking spaces at Indies Condominiums or any other matter made the basis of that certain lawsuit filed in the Circuit Court of Baldwin County, Alabama styled *The Indies Condominium Association, Inc. v. Steven P. Quinn, et al.*, Case No. CV-2013-900792.

IN WITNESS WHEREOF, the undersigned parties have set their hands and seals to this Settlement Agreement and Release.

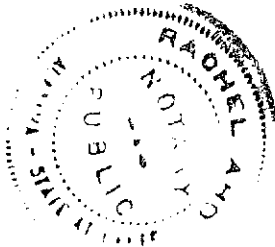
Date: 6-30-14

*Gregory R. Baer*  
The Indies Condominium Association, Inc.  
BY: GREGORY R. BAER as its  
PRESIDENT

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, RACHEL AHO, a Notary Public in and for said State and County, hereby certify that GREGORY R. BAER, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Settlement Agreement and Release, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this 30TH day of JUNE, 2014.



*Rachel Aho*  
NOTARY PUBLIC  
My Commission Expires: 1/1/17

Date: 6-18-14

Steven P. Quinn  
Steven P. Quinn

Kim M. Quinn  
Kim M. Quinn

STATE OF MI  
COUNTY OF Oakland

I, Sandra Sights, a Notary Public in and for said State and County, hereby certify that Steven P. Quinn and Kim M. Quinn, whose names are signed to the foregoing, and who are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Settlement Agreement and Release, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this 18 day of June, 2014.

Sandra Sights  
NOTARY PUBLIC Oakland County, MI  
My Commission Expires 05/21/2020

Sandra Sights  
NOTARY PUBLIC  
My Commission Expires: 6/21/2020



Date: 6/16/14

Thomas G. Quinn  
Thomas G. Quinn  
Elizabeth A. Quinn  
Elizabeth A. Quinn

STATE OF Indiana  
COUNTY OF Allen

I, Rachel L. Swing, a Notary Public in and for said State and County, hereby certify that **Thomas G. Quinn and Elizabeth A. Quinn**, whose names are signed to the foregoing, and who are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Settlement Agreement and Release, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this 16 day of June, 2014.



Rachel L. Swing, Notary Public  
Comm. Expires Feb. 28, 2020  
Resides in Allen Co., IN  
Comm. Number 633393

Rachel L. Swing  
NOTARY PUBLIC  
My Commission Expires: Feb 28, 2020

Date: 6/13/14

Randall M. Griffin  
Randall M. Griffin

Connie R. Griffin  
Connie R. Griffin

STATE OF Al  
COUNTY OF Baldwin

I, Marcela C. Gomez, a Notary Public in and for said State and County, hereby certify that **Randall M. Griffin and Connie R. Griffin**, whose names are signed to the foregoing, and who are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Settlement Agreement and Release, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this 13th day of June, 2014.



Marcela C. Gomez  
NOTARY PUBLIC  
My Commission Expires: 10/1/2017

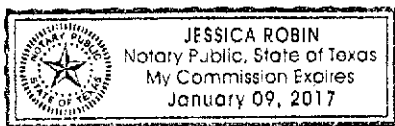
Date: 6/17/14

[Signature]  
Robert E. Dodd, Jr.

STATE OF Texas  
COUNTY OF Denton

I, Jessica Robin, a Notary Public in and for said State and County, hereby certify that **Robert E. Dodd, Jr.**, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Settlement Agreement and Release, he executed the same voluntarily on the day the same bears date.

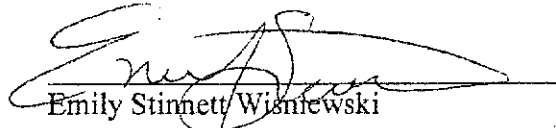
Given under my hand and official seal of office this 17<sup>th</sup> day of June, 2014.



[Signature]  
NOTARY PUBLIC

My Commission Expires: 01/09/2017

Date: 6-19-14

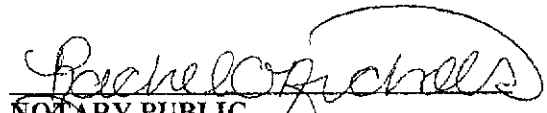
  
Emily Stinnett Wisniewski  
FL 5353210738480

STATE OF Florida  
COUNTY OF Santa Rosa

I, Rachel Nichols, a Notary Public in and for said State and County, hereby certify that **Emily Stinnett Wisniewski**, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Settlement Agreement and Release, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this 19<sup>th</sup> day of June, 2014.

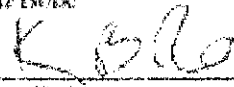


  
NOTARY PUBLIC  
My Commission Expires: Dec 1 2017

Date: 10-26-14



John Bobe



Karen Bobe

STATE OF Alabama  
COUNTY OF Madison

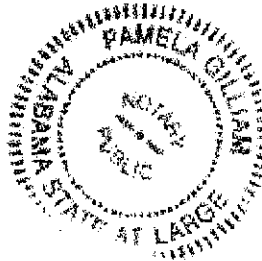
I, Pamela Gilliam, a Notary Public in and for said State and County, hereby certify that John Bobe and Karen Bobe, whose names are signed to the foregoing, and who are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Settlement Agreement and Release, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this 26<sup>th</sup> day of Oct, 2014.



NOTARY PUBLIC

My Commission Expires: 07-13-16



Date: 6-23-2014

Deanna S. Chapman  
Deanna S. Chapman


STATE OF Alabama  
COUNTY OF Bullock

I, Patti R. Powell a Notary Public in and for said State and County, hereby certify that **Deanna S. Chapman**, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Settlement Agreement and Release, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this 23rd day of June, 2014.

Patti R. Powell  
**NOTARY PUBLIC**  
My Commission Expires June 8, 2015  
NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS

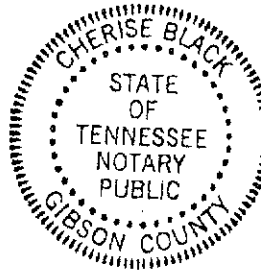
Date: 6-16-14

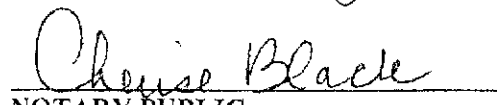
  
Linda R. Crumpler

STATE OF ALABAMA )  
COUNTY OF \_\_\_\_\_)

I, Cherise Black, a Notary Public in and for said State and County, hereby certify that **Linda R. Crumpler**, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Settlement Agreement and Release, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this 16<sup>th</sup> day of June, 2014.



  
NOTARY PUBLIC  
My Commission Expires: 9/14/15

Date: June 16, 2014

Alfred O'Neal  
Alfred O'Neal  
Judith O'Neal  
Judith O'Neal

STATE OF Alabama  
COUNTY OF Baldwin

I, Sheila Wrinkle, a Notary Public in and for said State and County, hereby certify that Alfred O'Neal and Judith O'Neal, whose names are signed to the foregoing, and who are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Settlement Agreement and Release, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this 16 day of June, 2014.

Sheila Wrinkle  
NOTARY PUBLIC  
My Commission Expires: Notary Public - Alabama State At Large  
February 29, 2016



Date: June 18, 2014

Danny P. White

Danny P. White

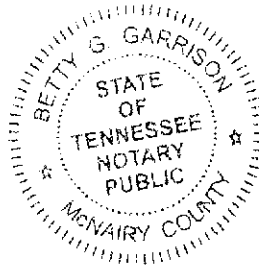
Janet P. White

Janet P. White

STATE OF Tennessee  
COUNTY OF McNairy

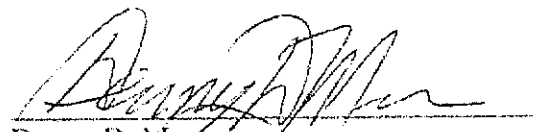
I, Betty G. Garrison a Notary Public in and for said State and County, hereby certify that Danny P. White and Janet P. White, whose names are signed to the foregoing, and who are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Settlement Agreement and Release, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this 18<sup>th</sup> day of June, 2014.



Betty G. Garrison  
NOTARY PUBLIC  
My Commission Expires: 01/23/2014

Date: June 22, 2014

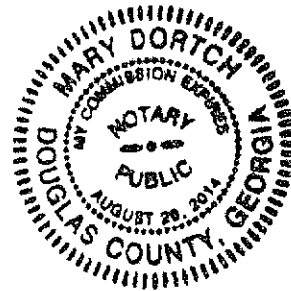
  
Denny D. Moore

STATE OF Georgia  
COUNTY OF Douglas

I, Mary Dortch, a Notary Public in and for said State and County, hereby certify that **Denny D. Moore**, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Settlement Agreement and Release, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this 23 day of June, 2014.

  
NOTARY PUBLIC  
My Commission Expires: 8-26-2014



Date: 6-23-14

William Leroy Hicks  
William Leroy Hicks

Deborah Marcheta Hicks  
Deborah Marcheta Hicks

STATE OF Alabama  
COUNTY OF Madison

I, Ramona L. Allen, a Notary Public in and for said State and County, hereby certify that **William Leroy Hicks and Deborah Marcheta Hicks**, whose names are signed to the foregoing, and who are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Settlement Agreement and Release, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this 23rd day of June, 2014.

Ramona L. Allen  
NOTARY PUBLIC  
My Commission Expires: 6-8-15

Date: 24 June 2014

Ann Gray  
Ann Gray

STATE OF Georgia  
COUNTY OF Hartson

I, Pat R Chriswell, a Notary Public in and for said State and County, hereby certify that Ann Gray, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Settlement Agreement and Release, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this 24 day of June, 2014.

Pat R Chriswell  
NOTARY PUBLIC  
My Commission Expires: 2-22-16

Date: 24 June 2014

Angie Hood  
Angie Hood

STATE OF Georgia  
COUNTY OF Hartson

I, Pat B Chriswell, a Notary Public in and for said State and County, hereby certify that **Angie Hood**, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Settlement Agreement and Release, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this 24 day of June, 2014.

Pat R Chriswell  
NOTARY PUBLIC  
My Commission Expires: 2-22-16 2016

Date: 6-19-14

Donald James Walter  
Donald James Walter

STATE OF MS  
COUNTY OF Nauvoo

I, MAENELL H. KARIKER, a Notary Public in and for said State and County, hereby certify that **Donald James Walter**, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Settlement Agreement and Release, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this 19th day of June, 2014.



Maenell H. Kariker  
NOTARY PUBLIC  
My Commission Expires: 8-24-15

Date: 6-13-14

[Signature]

Stephen C. Butts

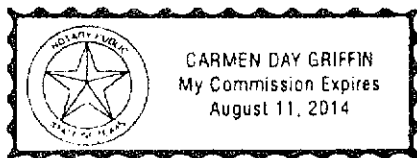
[Signature]

Lee Anne Butts

STATE OF Texas  
COUNTY OF Harris

I, Carmen Day Griffin, a Notary Public in and for said State and County, hereby certify that Stephen C. Butts and Lee Anne Butts, whose names are signed to the foregoing, and who are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Settlement Agreement and Release, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this 13 day of June, 2014.



Carmen Day Griffin  
NOTARY PUBLIC  
My Commission Expires: August 11, 2014

Date: June 24, 2014

Johnny Jernigan  
Johnny Jernigan

Annetta Jernigan  
Annetta Jernigan

STATE OF Florida  
COUNTY OF Escambia

I, Traci Leigh Slay, a Notary Public in and for said State and County, hereby certify that Johnny Jernigan and Annetta Jernigan, whose names are signed to the foregoing, and who are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Settlement Agreement and Release, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this 24<sup>th</sup> day of June, 2014.

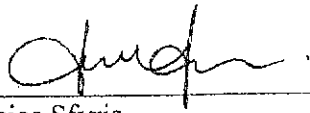
Traci Leigh Slay  
Notary Public - State of Florida  
My Commission Expires Feb. 16, 2017  
My Commission No. EE 860692

Traci Leigh Slay  
NOTARY PUBLIC

My Commission Expires: Feb 16, 2017



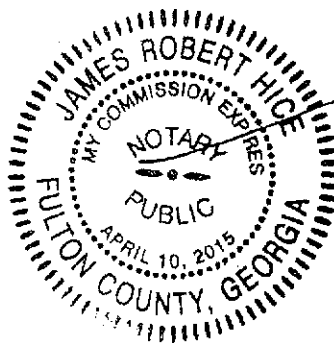
Date: 6/16/14


  
Vasileios Sfyris

STATE OF GA.  
COUNTY OF FULTON

I, JAMES ROBERT HICE, a Notary Public in and for said State and County, hereby certify that Vasileios Sfyris, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Settlement Agreement and Release, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this 16<sup>th</sup> day of JUNE, 2014.



  
NOTARY PUBLIC  
My Commission Expires: 4-10-15

Date: 5/29/14

Roger Taylor  
Roger Taylor

Joan Taylor  
Joan Taylor

Louisiana  
STATE OF ~~ALABAMA~~  
~~COUNTY OF~~ East Baton Rouge  
~~Parish~~

I, JONELL H. Chollette, a Notary Public in and for said State and County, hereby certify that Roger Taylor and Joan Taylor, whose names are signed to the foregoing, and who are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Settlement Agreement and Release, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this 29 day of May, 2014.

Jonell H. Chollette  
NOTARY PUBLIC 2018  
My Commission Expires: Upon Death

DOCUMENT NOT PREPARED  
BY NOTARY PUBLIC

Notary liable for  
Notarization ONLY

Date: 6-26-14

Delmar Smith  
Delmar Smith

STATE OF Alabama,  
COUNTY OF Baldwin

I, Stephanie Haston, a Notary Public in and for said State and County, hereby certify that **Delmar Smith**, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Settlement Agreement and Release, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this 26<sup>th</sup> day of June, 2014.

Stephanie Haston  
NOTARY PUBLIC  
My Commission NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Apr 25, 2015  
BONDED THRU NOTARY PUBLIC UNDERWRITERS



### SETTLEMENT AGREEMENT AND RELEASE

The undersigned parties have entered into the following Settlement Agreement and Release.

#### Acknowledgements

WHEREAS, the parties are all owners at the Indies Condominiums;

WHEREAS, a dispute arose between the parties relating to the underground parking spaces at the Indies Condominiums and a civil action was filed in the Circuit Court of Baldwin County, Alabama styled, *The Indies Condominium Association, Inc. v. Steven P. Quinn, et al.*, Case No. CV-2013-900792;

WHEREAS, the parties agreed to enter into this Settlement Agreement and Release;

WHEREAS, the parties now commit to the following terms of this Settlement Agreement and Release;

NOW, THEREFORE, the parties agree as follows:

#### Consideration

The parties acknowledge that adequate consideration in the form of certain payments, exchange of information and/or materials and agreements are adequate consideration for this Settlement Agreement and Release.

1.

#### Agreement

The following unit owners will have perpetual use of an underground parking space assigned by the Board currently assigned as set forth below, which will run with the unit. These spaces cannot be transferred to other units but only to successive owners of the unit to which the parking space attaches. The spaces will be assessed annually by the Association Board for maintenance and repair in like manner as limited common elements under the Declarations of Condominium and the Alabama Uniform Condominium Act. Golf carts can be parked in these spaces in addition to motor vehicles.

<u>Unit</u>	<u>Name</u>	<u>Number of Spaces</u>
Unit 307	James H. Wood and Peggy K. Wood	1
Unit 404	Robert Stephen Bateman and Annemarie Bateman	1
Unit 504	Stephen C. Crawford	1
Unit 608	Rene' B. Olivier and Dawn S. Olivier	1
Unit 705	Charles K. Wagner and Krista G. Wagner	1

II.

**Release**

The undersigned parties acknowledge that they are over the age of nineteen (19) years and have received good and valuable consideration as recited above. There being no promises of further benefit or payment to be received, they have for themselves and their respective heirs, executors, administrators and assigns, released and discharged, and bind this instrument to hereby completely and fully release, remise, acquit and discharge forever each other, their heirs, executors, administrators and assigns from any and all claims, demands, actions, cause of action, suits, costs, damages, expenses, compensation and liability of every kind, character and description, either direct or consequential, at law or in equity, except the issue of attorney's fees as recited above, which they now have or may have hereafter arising from, resulting from, or in any manner growing out of or incidental to their respective participation in and/or with the underground parking spaces at Indies Condominiums or any other matter made the basis of that certain lawsuit filed in the Circuit Court of Baldwin County, Alabama styled *The Indies Condominium Association, Inc. v. Steven P. Quinn, et al.*, Case No. CV-2013-900792.

IN WITNESS WHEREOF, the undersigned parties have set their hands and seals to this Settlement Agreement and Release.

Date: 7/4/14

The Indies Condominium Association, Inc.,

By: [Signature]  
As its: GREGORY BAER, PRESIDENT

STATE OF ALABAMA

COUNTY OF BALDWIN

I, RACHEL AHO, a Notary Public in and for said County in said State, hereby certify that GREGORY BAER, as PRESIDENT of The Indies Condominium Association, Inc., an Alabama non-profit corporation, whose name is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Settlement Agreement and Release, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal of office this 4<sup>th</sup> day of July, 2014.

[Signature]  
NOTARY PUBLIC

My Commission Expires: 2/24/18



Date: 7/1/14

James H. Wood  
James H. Wood  
Peggy K. Wood  
Peggy K. Wood

STATE OF TN

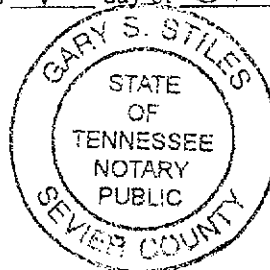
COUNTY OF SEVIER

I, GARY STILES, a Notary Public in and for said State and County, hereby certify that **James H. Wood and Peggy K. Wood**, whose names are signed to the foregoing, and who are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Settlement Agreement and Release, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this 1 day of JULY, 2014.

[Signature]  
NOTARY PUBLIC

My Commission Expires: 2/27/16



Date: \_\_\_\_\_

\_\_\_\_\_  
Robert Stephen Bateman

\_\_\_\_\_  
Annemarie Bateman

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

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

I, \_\_\_\_\_, a Notary Public in and for said State and County, hereby certify that **Robert Stephen Bateman and Annemarie Bateman**, whose names are signed to the foregoing, and who are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Settlement Agreement and Release, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
NOTARY PUBLIC

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

Date: \_\_\_\_\_

\_\_\_\_\_  
James H. Wood

\_\_\_\_\_  
Peggy K. Wood

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

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

I, \_\_\_\_\_, a Notary Public in and for said State and County, hereby certify that **James H. Wood and Peggy K. Wood**, whose names are signed to the foregoing, and who are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Settlement Agreement and Release, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
NOTARY PUBLIC

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

Date: \_\_\_\_\_

\_\_\_\_\_  
Robert Stephen Bateman

\_\_\_\_\_  
Annemarie Bateman

STATE OF Louisiana

Parish COUNTY OF St. Tammany

I, Elvige C. Richards, a Notary Public in and for said State and County, hereby certify that **Robert Stephen Bateman and Annemarie Bateman**, whose names are signed to the foregoing, and who are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Settlement Agreement and Release, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this 21 day of July, 2014.

\_\_\_\_\_  
NOTARY PUBLIC

ELVIGE C. RICHARDS, La. Bar Roll No.

My Commission Expires: at death 19386

Date: 7/1/14

Stephen C. Crawford  
Stephen C. Crawford

STATE OF MS

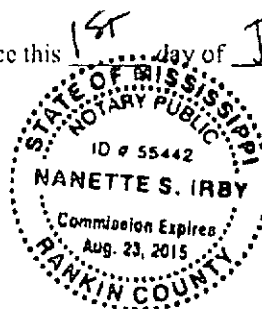
COUNTY OF Rankin

I, Nanette Irby, a Notary Public in and for said State and County, hereby certify that **Stephen C. Crawford**, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Settlement Agreement and Release, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this 1<sup>st</sup> day of July, 2014.

Nanette Irby  
NOTARY PUBLIC

My Commission Expires: 8/23/15



Date: \_\_\_\_\_

Rene' B. Olivier

Dawn S. Olivier

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

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

I, \_\_\_\_\_, a Notary Public in and for said State and County, hereby certify that **Rene' B. Olivier and Dawn S. Olivier**, whose names are signed to the foregoing, and who are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Settlement Agreement and Release, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
NOTARY PUBLIC

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



\_\_\_\_\_  
Stephen C. Crawford

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

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

I, \_\_\_\_\_, a Notary Public in and for said State and County, hereby certify that **Stephen C. Crawford**, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Settlement Agreement and Release, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
NOTARY PUBLIC

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

Date: 7-1-2014

Rene' B. Olivier  
Rene' B. Olivier

Dawn S. Olivier  
Dawn S. Olivier

STATE OF MS)

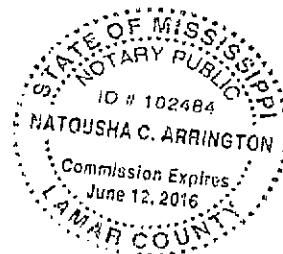
COUNTY OF Lamar)

I, Natousha C. Arrington, a Notary Public in and for said State and County, hereby certify that **Rene' B. Olivier and Dawn S. Olivier**, whose names are signed to the foregoing, and who are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Settlement Agreement and Release, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this 1 day of July, 2014.

Natousha C. Arrington  
NOTARY PUBLIC

My Commission Expires: 6-12-16



Date: 7/3/2014

Charles K. Wagner

Krista G. Wagner

STATE OF Georgia

COUNTY OF Fulton

I, Sherren J Lingo a Notary Public in and for said State and County, hereby certify that **Charles K. Wagner and Krista G. Wagner**, whose names are signed to the foregoing, and who are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Settlement Agreement and Release, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this 3rd day of July, 2014.

Sherren J Lingo  
NOTARY PUBLIC

My Commission Expires: 09/26/2015

