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## DECLARATION OF CONDOMINIUM OF THE INLET CONDOMINIUMS

### OCEAN SPRINGS, MISSISSIPPI

#### Indexing Instructions:

**Southeast Quarter of Section 20, Township 7 South, Range 8 West, Ocean Springs, Jackson County, Mississippi**

#### **Prepared by and Return to:**

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**DECLARATION OF CONDOMINIUM OF  
THE INLET CONDOMINIUMS**

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**Site, Floor Plans, Elevations**

**EXHIBIT "C"**  
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**COA - Articles of Incorporation**

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**COA - By-Laws**

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**EXHIBIT "G"**  
**Shares of Common Elements and Liabilities**

## DECLARATION OF CONDOMINIUM

OF

### THE INLET CONDOMINIUMS

**THIS DECLARATION**, made this 19 day of, April, 2018, by The Inlet, LLC, a Mississippi limited liability company, herein called the "DECLARANT," as Owner of the Property on which the subject Condominium Development is being constructed, for itself, its successors, grantees and assigns.

### RECITALS

1. Declarant is the fee simple owner of certain Real Property located in the City of Ocean Springs, County of Jackson, State of Mississippi, more particularly described in Exhibit "A" attached hereto (herein the "Real Property").

2. Pursuant to the provisions of the Mississippi Condominium Law, Miss. Code Ann. Sections 89-9-1 et seq., the Declarant is developing upon the Real Property five three-story condominium structures and related facilities, parking and amenities. Said structures, facilities, parking and amenities shall be known as **THE INLET CONDOMINIUMS**. It is the desire and intention of the Declarant to create Condominium Units and to sell and convey the Units to purchasers, subject to the covenants, restrictions and conditions herein reserved to be kept and observed.

**NOW, THEREFORE**, the Declarant does hereby declare that all of the Real Property described in Exhibit "A" hereto is held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the following covenants, conditions, restrictions, uses, limitations and obligations, all of which are declared and agreed to be in the furtherance of the plan for the improvement of the Real Property and a division thereof into Condominium Units, and shall be deemed to run with the land and shall be a burden and a benefit to the Declarant, its successors and assigns, and any person acquiring or owning an interest in the Real Property and improvements, their grantees, successors, heirs, executors, administrators, devisees and assigns.

**NOW, THEREFORE**, the Declarant hereby makes the following Declaration.

### I. DEFINITIONS

The terms used in this Declaration and in the By-Laws shall have the meanings stated in the Mississippi Condominium Law, Miss. Code Ann. §§89-9-1 et seq., and as follows, unless the context otherwise requires:

1.01. "Act" means the Mississippi Condominium Law, Miss. Code Ann. Sections 89-9-1 et seq.

1.02. "Articles" means the Articles of Incorporation of the Association, recorded in the Office of the Mississippi Secretary of State, Jackson, Mississippi.

1.03. "Assessment" means proportionate share of the funds required for the payment of the Common Elements which from time to time may be levied against each Unit Owner.

1.04. "Assigned Parking" means a vehicle parking area, the exclusive use of which has been assigned to Unit Owners, subject to more any specific assignments of parking made by the Board from time to time.

1.05. "Association" means The Inlet Condominiums Owners' Association, Inc., a Mississippi not for profit corporation, and its successors, and is a corporation organized under the Act and the Mississippi Nonprofit Corporation Act, Miss. Code Ann. Sections 79-11-101 et seq.

1.06. "Board" means the Board of Directors of the Association.

1.07. "Building" means all structures or structural improvements located on the Real Property and forming part of the Condominium.

1.08. "By-Laws" means the duly adopted By-Laws of the Association, identified as Exhibit "E" attached hereto and made a part hereof as if set out fully herein.

1.09. "Commercial Unit" means a Unit which may be leased by Declarant or the Association for commercial enterprises and commercial purposes, for the benefit of Unit Owners and, to a limited degree, non-owners.

1.10. "Common Elements" means all portions of the Condominium other than the Units.

1.11. "Common Expenses" means expenditures made by or financial liabilities of the Association, together with any allocations to reserves.

1.12. "Common Surplus" means the excess of all receipts of the Association arising out of the Common Elements over the amount of the Common Expenses.

1.13. "Condominium" means The Inlet Condominiums and consists of the Condominium Property submitted to the Condominium form of ownership by this Declaration.

1.14. "Condominium Documents" means this Declaration, the By-Laws, Articles of Incorporation, and all rules and regulations adopted by the Association and all exhibits attached thereto as the same may be amended from time to time.

1.15. "Condominium Property" or "Property" means all Property, both real, personal or mixed, which is submitted to the Condominium form of ownership as provided for herein and includes the Real Property and all buildings and other improvements now existing or hereafter placed thereon and all easements, rights, interests or appurtenances thereto, and all personal Property now or hereafter used in connection therewith.



1.16. "Declaration" means this Declaration of Condominium, exhibits hereto, and any amendments thereto which may be made from time to time.

1.17. "Declarant" means The Inlet, LLC, a Mississippi limited liability company, and its successors and assigns.

1.18. "Development" shall have the same meaning as "Condominium Property" or "Property," and such other rights.

1.19. "Development Rights" shall mean the rights of the Declarant to improve or cause the improvement of the Condominium Property.

1.20. "Limited Common Element" shall mean the patio, balcony, terrace, porch or storage closet area abutting or appurtenant to each Unit.

1.21. "Member" means a Member of the Association, membership in which is confined to Unit Owners.

1.22. "Mortgagee" means any lender holding a mortgage or vendor's lien on any part or all of the Condominium Property.

1.23. "Occupant" means a person or Persons in possession of a Unit, regardless of whether that person is the Unit Owner.

1.24 "Persons" means a natural person, a corporation, a limited liability company, a partnership, a limited partnership, the Association, a Trustee, or other legal entity.

1.25. "Plans" mean the site plan, diagrammatic floor plans of the buildings built or to be built in sufficient detail to identify each unit, its relative location and approximate dimensions, and elevations of the Condominium Property prepared by an independent registered engineer or registered architect, which are collectively marked Exhibit "B" and attached hereto and expressly made a part hereof as though fully set out herein. Marked as Exhibit "C" and attached hereto is a proposed certificate of the Declarant and its lender consenting to the recordation of the Plans pursuant to the Act, and including a surveyor's certificate as to the accuracy of a map of the Real Property and other related certificates.

1.26. "Real Property" means that portion of Real Property described at Exhibit "A" which is to be utilized for the Condominiums, together with the buildings and other improvements thereon which by law are considered as being a part of the Real Property, all of which is submitted to the Condominium form of ownership as provided for herein.

1.27. "Special Declarant Rights" shall mean the rights of the Declarant as is defined in the Act and as set out in the Declaration.

1.28. "Unit" or "Private Element" shall mean a Condominium Unit, together with the undivided shares in Common Elements and Limited Common Elements appurtenant to that Unit.

1.29. "Unit Owner" means the Owner of a Unit.

1.30. "Utility Services" shall include but not be limited to electrical power, cable and internet, gas, garbage and sewage disposal.

When the context permits, use of the plural shall include the singular, use of the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

## II. NAME

The name by which this Condominium is to be known is The Inlet Condominiums. The Condominiums are located in the City of Ocean Springs, Jackson County, Mississippi.

## III. THE REAL PROPERTY

The Real Property owned by the Declarant which is herewith submitted to the condominium form of ownership are the two adjoining parcels of Real Property described in Exhibit "A" attached hereto, lying and being in Ocean Springs, Jackson County, Mississippi:

The Real Property is submitted to the condominium form of ownership subject to the following:

- (a) That certain Commercial Real Estate Deed of Trust executed by The Inlet, LLC, a Mississippi limited liability company, to Don O. Rogers, Trustee, in favor of The Citizens National Bank of Meridian, Beneficiary, dated August 11, 2017, and recorded on August 16, 2017, in Deed of Trust Book 3455 at Page 177 in the Office of the Chancery Clerk of Jackson County, Mississippi;
- (b) That certain Assignment of Leases and Rents executed by The Inlet, LLC, a Mississippi limited liability company, to Don O. Rogers, Trustee, in favor of The Citizens National Bank of Meridian, Beneficiary, dated August 11, 2017, and recorded on August 16, 2017 in Book 1859 at Page 801 in the Office of the Chancery Clerk of Jackson County, Mississippi;
- (c) Zoning, planning, and other restrictions or regulations upon the use of the Real Property as may be imposed by the City of Ocean Springs, Mississippi, Jackson County, Mississippi, or any other governmental authorities having jurisdiction over the Real Property;
- (d) Development Rights and Special Declarant Rights granted Declarant by the Condominium Documents and by the Act;
- (e) County, city and state ad valorem taxes for the year of 2018, which become due and payable on December 31, 2018, but will not be in default until February 1, 2019;
- (f) The rights of eminent domain and other governmental rights of police power;

- (g) Public utility easements, other easements and uses of the subject property not visible from the surface, or easements or claims of easements, not shown by the public records;
- (h) Encroachments, overlaps, boundary line disputes, and any other matter which would be disclosed by an accurate survey and inspection of the Real Property;
- (i) Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records;
- (j) Terms and conditions of all permits and licenses of federal, state, and local government, including applicable agencies and departments and private and quasi-governmental agencies having jurisdiction over the Real Property;
- (k) Local, county, state or federal governmental law or regulation relative to the environment, zoning, subdivision, occupancy, use, construction or development of the above-described property, including the subdivision regulations of Jackson County, Mississippi, and Ocean Springs, Mississippi, and any unrecorded restrictive covenants;
- (l) The terms, conditions, covenants and restrictions contained herein;
- (m) Any and all leases, exceptions, reservations and/or conveyances, together with release of damages, of or related to oil, gas and/or other minerals of every kind and character, all other minerals which may be produced in connection with oil and gas including Sulphur and any other gases or elements, all salt domes, carbon dioxide, and/or any geothermal energy resources, and any and all right related or pertaining to any of the foregoing in, on, and under the subject property, this opinion does not include the mineral estate;
- (n) Security interests that may have attached to fixtures on the above-described property; personal property taxes, if any; and
- (o) Any liability or loss due to environmental contamination by past uses of the above-described property as a toxic hazardous waste site or due to violation of environmental protection law of any governmental body.

#### **IV. PURPOSE**

The Declarant hereby submits the Real Property described above, together with all improvements, Buildings, structures, and all other permanent fixtures thereon, and all rights and privileges belonging or in any way pertaining thereto, to the condominium form of ownership and use in the manner provided for by the Act.

## V. DEVELOPMENT PLAN

5.01. Plan. This Declaration of Condominium is effective upon the recordation hereof in the land records maintained in the Office of the Chancery Clerk of Jackson County, Mississippi.

5.02. Amendment. This Declaration may be amended by the Declarant without the consent of any Unit Owner, Mortgagee, or other Person in order to exercise any Development Rights or Special Declarant Rights so long as said amendment complies with the requirements of the Act. In addition to any other method of amending this Declaration provided for elsewhere herein, Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Association, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering Unit Ownerships, (iii) to bring this Declaration into compliance with the Mississippi Condominium Act, (iv) to correct clerical or typographical errors in this Declaration or any exhibit or any amendment thereto, or (v) to make any other non-material change in this Declaration or any exhibit hereto or any amendment thereto. In furtherance of the foregoing, an irrevocable power coupled with an interest is hereby reserved and granted to the Declarant to make or consent to a Special Amendment on behalf of each Owner, Mortgagee or other lienholder. Anything else to the contrary notwithstanding, in compliance with Federal National Mortgage Association (FNMA) guidelines, amendments of a material nature must be approved by at least the Owners of sixty-seven percent (67%) of the Units, and by Mortgagees who represent at least fifty-one percent (51%) of the Units that are subject to mortgages held by Mortgagees. Where this Declaration requires approval binding upon Mortgagees, implied approval, including implied written approval, binding upon a Mortgagee may be assumed when said Mortgagee fails to submit a response to any written proposal for an amendment within thirty (30) days after said Mortgagee receives notice of the proposal delivered by certified or registered mail, with a return receipt requested.

5.03. Agreement. Each Person or entity who shall acquire any Unit in the Condominium or interest in or lien upon any such Unit which shall be located on the Real Property subject to this Declaration or any portion thereof shall be deemed, by accepting a conveyance of or otherwise acquiring such Unit interest or lien, to have agreed and consented, within the meaning of this Declaration and of the Act to be bound by the terms and provisions hereof and to have further agreed and consented that any amendment to this Declaration executed by the Declarant alone pursuant hereto shall be binding and effective as written notwithstanding the fact that the undivided interest of the Unit Owners in the Common Elements may be changed thereby.

5.04. Easements. Easements are reserved to the Declarant throughout the Common Elements as may be reasonably necessary for the purpose of discharging the Declarant's obligations or exercising any Development Rights or Special Declarant Rights. In addition, each of the following easements are reserved to the Association for the benefit of the Unit Owners, their guests and lessees and each shall be a covenant running with the Real Property:

A. Utilities and Drainage, Inspections and Maintenance Access. Easements are reserved throughout the Condominium Property as may be required for Utility Services and drainage in order to adequately serve the Condominium. Each Unit shall have an easement as may be required to drain the Condominium Property adequately. Each Unit Owner shall have an easement in common with the Owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use all pipes, ducts, cables, wires, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Association shall have a right of access to each Unit to inspect the same, to remove violations therefrom, to maintain, repair or replace the Common Elements contained therein or elsewhere on the Condominium Property, and to control or stop events (such as but not limited to uncontrolled water leakage, fire, acts or omissions constituting waste, intentional or reckless destruction or neglect of property, or other) that pose an immediate risk of bodily harm, death, or significant property damage or destruction (collectively, "Emergency"); provided such right of access, except in the event of an Emergency, shall not unreasonably interfere with the Unit Owner's permitted use of the Unit, and except in the event of Emergency, entries shall not be made without prior notice to the Unit Owner. Owners shall entrust a unit key to the Association, failing which the Association may enter (following prior notice except in an Emergency) using such force as is necessary and without liability for resulting damage, if any.

B. Encroachments. If any portion of the Common Elements encroaches upon any Unit, or if any Unit encroaches upon any other Unit or upon any portion of the Common Elements as a result of the construction of any Building, or if any such encroachment shall occur hereafter as a result of settling or shifting of any Building, a valid easement for the encroachment and for the maintenance of the same shall exist so long as such Building stands. In the event any Building, any Unit, any adjoining Unit, or any adjoining Common Element shall be partially or totally destroyed as a result of fire, or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, encroachments of parts of the Common Elements upon any Unit or of any Unit upon any other Unit or upon any portion of the Common Elements due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as such Building or Buildings shall stand.

C. Support. Each Unit shall have an easement of support and of necessity and shall be subject to an easement of support and of necessity in favor of all other Units, and the Common Elements.

D. Access. Each Unit shall have an easement for pedestrian traffic over, through, and across sidewalks, paths, walks, lobbies, elevators, stairways, walkways and lanes, and light passage ways, as the same may from time to time exist in the Common Elements; and for ingress

and egress over, through and across such portions of the Common Elements as may from time to time be paved and intended for such purposes, but the same shall not give or create in any Person the right to park on any portion of the Condominium Property not designated as a parking area nor shall it give or create in any Person the right to use or occupy a Limited Common Element designated for the exclusive use of others. This easement shall be non-exclusive and shall include the right of ingress and egress to a public street or highway upon and over Common Elements providing such access and as shown on the Plans. In the event that one or more additional phases are made subject to this Declaration, any Unit Owner in any phase shall have access to the Common Elements of all phases, together with the rights of ingress and egress as described herein.

E. Ingress and Egress Easement. Each Unit Owner of the Condominium shall have a non-exclusive easement for ingress and egress between said Unit and the public roads and streets serving the Condominium, over the halls, corridors, stairs, walks, driveways, parking areas, exterior access and other portions of the Common Elements of the Condominium. In the case of Commercial Units and subject to reasonable regulation pursuant to the rules and regulations of the Association as they may be amended from time to time, this easement shall extend to Members of the general public for purposes of partaking of the goods and services provided by business entities occupying the Commercial Units.

5.05. Units. (Private Elements). Each Unit is assigned a number or letter or a combination thereof, which is indicated on the Plans so that no Unit bears the same designation as any other Unit. The legal description of each Unit shall consist of the identifying number or letter or a combination thereof as shown on the Plans, the name of the Condominium, the name of the City and County in which the Unit is situated, the name of the office in which this Declaration is recorded, and the Instrument Number under which this Declaration is recorded. The description and location of the particular Units and the appurtenances are determined with the aid of the Plans. The Unit boundaries are determined as follows:

A. Horizontal Boundaries. (Planes). The upper and lower boundaries extended to their plane intersections with the vertical boundaries of each Unit shall be:

(1) Upper Boundary. The horizontal plane of the unfinished lower interior surface of the uppermost ceiling.

(2) Lower Boundary. The horizontal plane of the unfinished upper interior surface of the floor.

B. Vertical Boundaries. (Planes). The vertical boundaries of each Unit shall be the vertical planes of the interior surfaces of exterior windows and glass doors bounding a Unit and the unfinished interior surfaces of the walls and entry doors bounding the Unit, excluding paint, wall paper, and light coverings, extended to their plane intersections with each other and with the upper and lower boundaries.

5.06. General Description of Improvements. The Condominium Property consists essentially of five (5) Buildings, together with non-assigned automobile parking areas, lawn and landscaping, swimming pool, paved drives and sidewalks. The Ground Floor may contain certain

other amenities, in Declarant's sole discretion, including but not limited to board room/dining room with kitchen, paddle board, kayak and bike storage. Each Building will contain three (3) levels (stories). There are various types of Condominium Residential Units, which are more specifically described in this Declaration of Condominium or in the Plans attached hereto. There are a total of 95 Condominium Residential Units; 21 in buildings 2, 4 and 5 and 16 in buildings 1 and 3.

5.07. Basic Commercial Unit. The area proposed to be utilized as Commercial Units are as shown on the Plans. Notwithstanding anything contained herein to the contrary, Declarant shall retain the right of access and use of Common Areas to service Commercial Units at all times.

5.08. Commercial Units. Declarant retains the right to utilize for Commercial Units up to 13,016 square feet of space on the ground floor of two of the Buildings. Commercial Unit Owners shall be entitled to the use of sufficient unassigned or unoccupied parking spaces for their customers during reasonable business hours as may be allocated by Declarant or pursuant to rules and regulations promulgated by the Association. In no event shall the use of parking by customers and patrons of Commercial Units interfere with any Assigned Parking.

5.09. Unit Ownership. Each Unit Owner shall be entitled to the exclusive ownership and possession of his Unit. Each Unit Owner shall have the unrestricted right of ingress and egress to his Unit, which right shall be an appurtenance to his Unit. The Private Elements of each Unit shall consist of the following:

A. The air space of the area of the Building lying within the Unit boundaries.

B. The surfacing materials on the interior of the exterior walls and on interior walls separating one Unit from another Unit. This is not intended to include the surfacing material on any common-party walls falling between Units. Such surfacing material is a Common Element.

C. The structural components and surfacing materials of all interior walls located within the boundaries of the Unit.

D. The structural components and surfacing materials of the floors and ceilings of the Unit.

E. All bathtubs, toilets and sinks, the range, refrigerator, dishwasher, hot water heater, air conditioning and heating units, lighting fixtures and all hardware and interior and exterior wall fixtures except those exterior lighting fixtures assigned to the common use of the Condominium, and the power meter and its appurtenances.

F. All interior trim and finishing materials.

5.10. Surfaces. A Unit Owner shall not be deemed to own the structural components of the perimeter and/or load-bearing walls, nor the windows and doors bounding the Units. A Unit Owner, however, shall be deemed to own and shall have the exclusive right and duty to repair and maintain, paint, repaint, tile, wax, paper, or otherwise finish and decorate the surfacing materials

on the interior of exterior walls and on interior walls separating a Unit from other Units, and the surfacing materials of the floors of his Unit; all window screens; and all appurtenant installations, including all pipes, ducts, wires, cables, and conduits used in connection therewith, for services such as power, light, telephone, sewer, water, heat and air conditioning, whether located in the boundaries of the Unit or in Common Areas, which are for the exclusive use of the Unit; and all ceilings and partition walls. A Unit Owner shall have the exclusive right and duty to wash and keep clean the interior and exterior surfaces of windows and doors bounding his Unit.

5.11. Changes. The Declarant reserves the right to change the interior design and arrangement of any or all Units owned by it. The Declarant further reserves the right to alter the boundaries between Units, which said change shall be reflected by an amendment of this Declaration, which may be executed by the Declarant alone, notwithstanding the procedures for amendment described herein. However, no such change of boundaries shall increase the number of Units, nor alter the boundaries of the Common Elements without amendment of this Declaration in the manner described herein. If the boundaries of more than one (1) Unit are altered, the Declarant shall appropriately reapportion the shares of the Common Elements which are allocated to the altered Units. No assurance is made concerning whether or not any Unit will be or will not be changed by the Declarant nor is any assurance made concerning the nature, character, or quality of said change. The exercise by the Declarant of the Special Development Right to change a Unit does not obligate the Declarant to exercise said right in any one or all of any other Unit in the Condominium.

5.12. Common Elements. Any right, title or interest in a Unit shall automatically carry with it as an appurtenance and without the necessity of specific reference thereto its respective undivided share of the Common Elements and a right to use the Common Elements in conjunction with the other Unit Owners. The Common Elements of the Condominium are all portions of the Condominium other than the Units and will include the Common Areas and facilities located substantially as shown on the Plans. Such Common Areas and facilities will include the following:

- A. All of the Real Property described in the legal description.
- B. All improvements and parts of the Real Property which are not a Unit or Private Element.
- C. All parking areas (except those assigned to the exclusive use and benefit of a Unit which shall be Limited Common Elements), driveways and other means of ingress and egress.
- D. The mechanical systems and installations providing service to a Building, or to any Unit, such as electrical power, gas, light, hot and cold water, heating and air conditioning, fireplace, sanitary and storm sewer facilities, and including all lines, pipes, ducts, flues, chutes, conduits, cables, wires, and all other apparatus and installations in connection therewith, whether located in the Common Elements or in the Units, except when situated entirely within a Unit for service only of that Unit.
- E. All tangible personal Property required for the maintenance and operation of the Condominium and for the common use and enjoyment of the Unit Owners.



F. Recreation areas and facilities.

G. All foundations, slabs, columns, beams and supports of the Building and such component parts of exterior walls and walls separating Units, roofs, floors and ceilings as are not described herein as Private Elements.

H. Lawn areas, landscaping, walkways, sidewalks, curbs and steps.

I. Exterior steps, elevator, ramps, handrails, stairs and stairwells.

J. All tanks, pumps, pump houses, wells, motors, fans, compressors and control equipment, fire lighting equipment, elevator equipment, and garbage equipment which are not reserved for the use of certain Owners.

K. All area outdoor and exterior lights not metered to individual Units and supports and all entrance and related type signs.

L. The patios, balconies, terraces, porches, storage areas, and doorsteps or stoops affixed to each Unit, even though designated as Limited Common Element.

M. All other parts of the Condominium Property existing for the common use or necessity of the existence, maintenance and safety of the Condominium.

N. All other items listed as such in the Act.

5.13. Limited Common Elements. The Limited Common Elements located on the Property and the Unit to which they are assigned are as follows:

The patio, balcony, terrace, or porch abutting each Condominium Residential Unit, including the storage closet or area appurtenant to each Condominium Residential Unit, if any, located on said balcony, are Limited Common Elements appurtenant to those Units to which they attach and whose use is restricted to Units to which they are appurtenant. Doorsteps or stoops, if any, providing access to a patio, balcony, terrace, or porch are assigned as a Limited Common Element to the Unit to which the patio, balcony, terrace, or porch serves. The maintenance, repair, and replacement of each patio, balcony, terrace, or porch, storage area and the doorsteps or stoops, if any, providing access thereto shall be the exclusive responsibility of the Association. The upkeep and cleaning of each patio, balcony, terrace or porch, or storage area shall be the exclusive responsibility of the Unit Owner. The boundary lines of each patio, balcony, terrace, or porch and storage area attached to a Unit are the interior vertical surfaces thereof and the exterior unpainted finished surface of the perimeter baluster or railing abutting the patio, balcony, terrace, or porch and shall include the interior of the storage area, if any.

## VI. COMMON ELEMENTS, ASSESSMENTS

6.01. Ownership. A schedule setting forth the percentage of undivided interest of each Unit in the Common Elements is attached hereto, marked Exhibit "G" and by reference made a part hereof. The percentage of undivided interest of each Unit in the Common Elements is determined by dividing the total number of square feet of interior area of each Unit by the total number of square feet of interior area in all Units. For purposes of percentage of ownership in the Common Elements, percentage of Common Expenses, and percentage of Common Surplus, and voting on all matters requiring Action by the Owners, the percentages as set out on Exhibit "G" shall govern. The ownership interest in the Common Elements shall be an undivided interest, and except as provided in the Act and this Declaration shall remain undivided. No Unit Owner shall bring any Action for partition or division of the Common Elements. The ownership interest in the Common Elements shall not be conveyed, transferred, encumbered or otherwise affected separate from the ownership of the Unit, and any agreement to the contrary shall be void. Upon the incorporation of any one or more additional phases into the Condominium by incremental increase as elsewhere provided, the percentage of undivided interest of each Unit in the Common Elements shall be redetermined in accordance with this formula.

6.02. Use. Each Unit Owner shall have the right to use the Common Elements (except (a) any portions thereof designated as a Limited Common Element and restricted to the exclusive use of and as an appurtenance to a Unit; (b) any portion subject to leases made by or assigned to the Board; and (c) Assigned Parking in conjunction with the Owners of other Units as may be required for the purposes of access, ingress to, egress from, use, occupancy, and enjoyment of the Condominium Property). The right to use the Common Elements shall be subject to and governed by the provisions of the Act, Condominium Documents, and the Rules and Regulations of the Association. In addition, the Association shall have the authority to lease, grant concessions, or grant easements with respect to parts of the Common Elements subject to the provisions of the Declaration and By-Laws.

6.03. Share of Common Expenses and Limited Common Expenses. Each Unit Owner shall be assessed and is individually liable for a proportionate share of the Common Expenses and the proportionate share of the Common Expenses shall be the same ratio as the Unit Owner's percentage ownership in the Common Elements, as the case may be. Payment of Common Expenses and Limited Common Expenses shall be in such amounts and at such times as determined in the By-Laws. Assessments shall be collected by the Association on a monthly basis. No Unit Owner shall be exempt from payment of his proportionate share of the Common Expenses or Limited Common Expenses by waiver or nonuse or non-enjoyment of the Common Elements or Limited Common Elements, or by abandonment of his Unit. Common Expenses and Limited Common Expenses shall include but shall not necessarily be limited to expenditures made or liabilities incurred by the Association, together with payments or obligations to reserve accounts. Notwithstanding anything contained herein to the contrary, the Board may charge an extraordinary use fee for each Commercial Unit.

6.04. Late Payment of Assessments, Fines. All Assessments, and installments thereon, paid on or before fifteen (15) days after the date when due shall bear no interest, but all sums not paid on or before fifteen (15) days after the date when due shall bear such late charges, penalties,

interest and other costs and expenses, at a rate set by the Board, but not to exceed to the maximum legal rate, together with all expenses, including Attorney's fees incurred by the Association in any undertaking to collect such unpaid Assessments and expenses. All payment upon account shall be first applied to such late charges, penalties, interests and other costs and expenses, including Attorney's fees, and then to the Assessment payment due. Also, the Association may, in the manner provided for in the By-Laws, after notice and an opportunity to be heard, levy reasonable fines for violations of the Declaration, By-Laws, and rules and regulations of the Association.

6.05. Liens for Assessments. The Association is hereby granted a lien upon each Unit and its appurtenant undivided interest in Common Elements and upon the goods, furniture and effects belonging to the Unit Owner and located in such Unit, which lien shall secure and does secure the moneys due for all Assessments and fines now or hereafter levied or subject to being levied against the Unit Owner. This lien shall also secure such late charges, penalties and interest, if any, which may be due on the amount of any delinquent Assessment owing to the Association, and shall also secure all costs and expenses, including a reasonable attorney's fees, which may be incurred by the Association in enforcing this lien upon said Unit and its appurtenant undivided interest in the Common Elements. Perfection of any lien provided hereunder shall be in accordance with the laws of the State of Mississippi.

6.06. Priority of Lien. The Association shall have a lien for nonpayment of Common Expenses and Limited Common Expenses as is provided by the Act. In any suit for the foreclosure of a lien for Assessments, the Association shall be entitled to rental from the Unit Owner from the date on which the payment of any Assessment or installment thereof becomes delinquent and shall be entitled to the appointment of a receiver for said Unit, without notice to the Unit Owner. The rental required to be paid shall be equal to the rental charged on comparable types of dwelling Units in the area in which the Condominium is located. The lien granted to the Association shall further secure such advances for taxes and other payments which may be required to be advanced or paid by the Association in order to preserve and protect its lien, and the Association shall further be entitled to interest at a rate set by the Board of the Association but in no case shall said interest exceed the maximum legal rate on any such advances made for such purposes. All Persons, firms or corporations who shall acquire, by whatever means, any interest in the ownership of any Unit, or who may be given or acquire a mortgage, lien or other encumbrance thereon, are hereby placed on notice of the lien granted to the Association. A lien for Common Expenses or Limited Common Expenses shall not be affected by any sale or transfer of a Unit, except as herein provided. A sale or transfer pursuant to a foreclosure of a first mortgage or first vendor's lien shall extinguish a subordinate lien for Assessments which became payable prior to such sale or transfer; provided, however, a sale or transfer pursuant to a foreclosure of a first mortgage or first vendor's lien shall not extinguish the lien of the Association to the extent of the Common Expense Assessments and Limited Common Expense Assessments based on the periodic budget adopted by the Association pursuant to the Act which would have become due in the absence of acceleration during the six months immediately preceding the institution of an Action to enforce the lien. However, any such delinquent Assessments which were extinguished pursuant to the foregoing provision may be reallocated and assessed to all of the Units as a Common Expense. Any such sale or transfer pursuant to foreclosure does not relieve the purchaser or transferee of a Unit from liability for, nor the Unit from the lien of, any Assessments made thereafter.

6.07. Disposition of Surplus. Each Unit shall carry with it a proportionate share of Common Surplus or Limited Common Surplus, as the case may be, and the proportionate share of Common Surplus or Limited Common Surplus shall be the same ratio as that Unit Owner's percentage ownership of the Common Elements or Limited Common Elements; or in the alternative, such surplus or any portion thereof may be added to a reserve fund for maintenance, repair, and replacement of the Common Elements or the Limited Common Elements, as the case may be, at the sole discretion of the Association.

6.08. Declarant's Assessments. Notwithstanding any provisions of this Declaration, the Declarant, as owner of Units within the Condominium, shall not be responsible for or obligated to pay assessments toward the expenses of the administration, maintenance and repair of the Common Elements, contributions to capital reserves or the operation of the Association, for any such Unit until the date on which substantial completion of the Unit has been certified by the Project architect/designer, confirmed by the issuance of a certificate of occupancy for the Unit, except that the Declarant shall be responsible for the prorata portion of any insurance premiums attributable to such Units. Upon the receipt by Declarant of a certificate of occupancy for any such Unit, the Association shall be notified upon the date of receipt by Declarant so that the Unit can be added to the assessments as of the date of issuance of the certificate of occupancy. Except for its responsibilities as a Unit Owner as provided herein, Declarant shall not have any responsibility for the maintenance, repair or replacement of any part of the Common Elements completed and turned over to the Association for use. The Association shall receive notice from Declarant upon the completion of any of the Common Elements, once Declarant has received verbal confirmation of completion from the Project architect/designer. The Declarant shall be entitled to credit against any Common Expenses it owes any sums it has advanced in future assessments for any advance payment of Common Expenses occurring from and after the date of recording of this Declaration.

## **VII. THE ASSOCIATION, AND ASSOCIATION OBLIGATIONS WITH RESPECT TO CONSTRUCTION AND MAINTENANCE ISSUES, CERTAIN PRE-DISPUTE RESOLUTION REQUIREMENTS**

7.01. Powers and Duties. The operation and administration of the Condominium shall be by the Association of the Unit Owners, pursuant to the provisions of the Act. The Association shall be a not for profit Mississippi corporation incorporated by Articles of Incorporation recorded in the office of the Secretary of State of the State of Mississippi. The Association shall be an entity which shall have the capability of bringing suit and being sued with respect to the exercise or non-exercise of its powers. The Association shall have exclusive authority and power to maintain a class Action and to settle a cause of Action on behalf of Unit Owners of the Condominium with reference to the Common Elements or the Limited Common Elements, the roof and structural components of a Building or other improvement, and mechanical, electrical and plumbing elements serving an improvement or a Building as distinguished from mechanical elements serving only a Unit; and with reference to any and all other matters in which all the Unit Owners have a common interest. The Association shall have all the powers and duties set forth in the Act and the Mississippi Nonprofit Corporation Act, as well as all the powers and duties granted to or imposed on it under the By-Laws and other Condominium Documents as they may be amended from time to time. The Association is specifically authorized to enter into agreements by which its powers and duties, or some of them, may be exercised or performed by some other Person or Persons. The

Association shall have a reasonable right of entry upon any Unit to make emergency repairs and to undertake other actions reasonably necessary for the proper maintenance and operation of the Development and further, shall have the right to grant permits, licenses, and easements over the Common Areas for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance or operation of the Development. The Board shall have the authority and duty to levy and enforce the collection of general and specific Assessments for Common Expenses and Limited Common Expenses and is further authorized to provide adequate remedies for failure to pay such Assessments.

7.02. Name. The name of the Association shall be The Inlet Condominiums Owners' Association, Inc.

7.03. Members. Each Unit Owner shall be a Member of the Association so long as he is a Unit Owner. A Unit Owner's Membership shall immediately terminate when he ceases to be a Unit Owner. The Membership of a Unit Owner cannot be assigned or transferred in any manner except as an appurtenance to his Unit.

7.04. Voting Rights. Each Unit shall be entitled to one (1) vote, which vote is not divisible, the numerical value of which shall be the percentage of undivided interest in the Common Elements assigned to the Unit of which the Member is the Owner. The vote for a Unit shall be cast by the Owner thereof in the manner provided for herein and in the By-Laws. However, should the Association be a Unit Owner, it shall not have the voting right for that Unit.

7.05. Designation of Voting Representative. In the event a Unit is owned by one (1) Person, his right to vote shall be established by the record title to his Unit. If a Unit is owned by more than one (1) Person, the Person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record Owners of the Unit and filed with the Secretary of the Association. If a Unit is owned by a corporation, partnership, limited liability company or limited partnership, the officer, employee or individual entitled to cast the vote for the Unit shall be designated by a certificate of appointment signed by the president or vice president and attested by the secretary or assistant secretary of the corporation (in the case of a corporation) or by the general partner or partners if more than one (in the case of a partnership or limited partnership), which certificate shall be filed with the Secretary of the Association. If such a certificate is not on file with the Secretary of the Association for a Unit owned by more than (1) Person or by a corporation, partnership or limited partnership, the Membership or vote of the Unit concerned may be cast in accordance with the Act. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit occurs. A certificate designating the Person entitled to cast the vote of a Unit may be revoked by any Owner thereof.

7.06. Restraint Upon Assignment of Shares in Assets. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to his Unit.

7.07. Board of Directors. The affairs of the Association shall be conducted by a Board of Directors which shall consist of such number not less than three (3) nor more than five (5) as shall,

from time to time, be determined and fixed by a vote of a majority of the voting rights present at any annual meeting of the Members.

7.08. Indemnification. Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, or any settlement thereof, including counsel fees, reasonably incurred by or imposed upon him/her in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performed of his duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

7.09. Limitation of Liability. Notwithstanding the liability of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable for injury or damage caused by a latent condition of the Property to be maintained and repaired by the Association or caused by the elements, or by other Owners or Persons.

7.10. By-Laws. The Association and its Members shall be governed by the By-Laws, which shall be adopted at the initial meeting of the Association.

7.11. Proviso. Subject to the provisions herein, until the earliest of (i) sixty (60) days after conveyance of seventy-five percent (75%) of the Units which may be created to Unit Owners other than the Declarant; (ii) two (2) years after the Declarant, its successors or assigns have ceased to offer Units for sale in the ordinary course of business; or (iii) two (2) years after any Development Right to add new Units was last exercised, the By-Laws and rules adopted by the Declarant shall govern and the Declarant shall have the exclusive right to appoint, remove, and designate the officers and Members of the Board of Directors, and neither the Unit Owners nor the Association nor the use of the Condominium Property by Unit Occupants shall interfere with the completion of the contemplated improvements and the sale of the Units. The Declarant may voluntarily surrender the right to appoint and remove officers and Members of the Board; but, in that event, the Declarant may require, for the duration of the period of Declarant control, that specified Actions of the Association or Board, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective. Provided, however, not later than ninety (90) days after conveyance of twenty-five percentage (25%) of the Units which may be created to Unit Owners other than the Declarant, at least one (1) Member and not less than twenty-five percent (25%) of the Members of the Board must be elected by Unit Owners other than the Declarant. Not later than ninety (90) days after conveyance of fifty percent (50%) of the Units which may be created to Unit Owners other than the Declarant, not less than thirty-three and one-third percent (33 1/3%) of the Members of the Board must be elected by Unit Owners other than the Declarant. Except as provided for in the Act, not later than the termination of any period of Declarant control, the Unit Owners shall elect a Board of at least three (3) Members, at least a majority of whom must be Unit Owners other than the Declarant.

The Declarant may make such use of the unsold Units, Commercial Units and of the Common Areas and facilities as may facilitate such completion and sale, including but not limited to showing of the Property and the display of signs until the sales of all Units is completed. The Declarant may maintain sales offices, sundry management offices, leasing and operations offices, and models in any Unit of the Condominium or on Common Elements in the Condominium without restriction as to the number, size, or location of said sales offices, management offices, leasing and operations offices, and models. The Declarant shall have the absolute right to rent or lease unsold Declarant-owned Condominium Units subject to any duly adopted requirements imposed by the Association and which are applicable to all other Owners and Units. The Declarant shall be permitted to relocate said sales offices, management offices, leasing and operations offices, and models from one Unit location to another or from one area of the Common Elements to another area of the Common Elements in the Condominium. The Declarant may maintain signs on the Common Elements advertising the Condominium.

7.12. Contracts. If entered into before the Board elected by the Unit Owners takes office, any management contract, employment contract, or lease of recreational or parking areas or facilities and any other contract or lease between the Association and the Declarant may be terminated without penalty and upon not less than ninety (90) days' notice to the other party by the Association at any time after the Board elected by the Unit Owners takes office.

7.13. Availability of Records. The Association shall keep financial records sufficiently detailed to enable the Association to comply with the Act. The Association shall make reasonably available in the county where the Condominium is located for examination by Unit Owners, prospective purchasers, first Mortgagees and insurers of first Mortgagees of any Unit, or their authorized agents, current copies of the Declaration, By-Laws, Rules and Regulations and other books, records, financial statements and the most recent annual financial statement of the Association. Reasonably available shall mean available for inspection upon request, during normal business hours or under reasonable circumstances.

7.14. Maintenance Budgeting and Reserves, Maintenance Manual. The Association shall establish and maintain an adequate budget and reserve fund for the periodic maintenance, repair, and replacement of improvements to the Common Elements and Limited Common Elements in accordance with the Maintenance Manual prepared by the Declarant, further to include a contingency for repairs and annual inspections of major systems, including the roof, exterior finishes and all glazing. The fund shall be maintained out of regular Assessments for Common Expenses and Limited Common Expenses. Declarant assumes no responsibility for any failure of Unit Owners or the Association to perform required maintenance on any portion of the Real Property. The Declarant shall provide the Association with a copy of the Maintenance Manual prepared by the Declarant.

The Association shall ensure performance of, at a minimum, all maintenance requirements described in the Maintenance Manual.

7.15 Notification of Alleged Defect. Before the Unit Owners or the Association Board may take any action or make any claim related to a defect discovered in the design or construction of the Condominium Property or any of the Units or Common Elements, the Association Board

shall be notified of the defect, if discovered by a Unit Owner, and in either case the Association Board shall notify the Architect and Declarant in writing of the defect and provide the Architect and Declarant no less than thirty days to commence actions to investigate and, if appropriate, cure such defect.

7.16 Mediation First. Any dispute involving one or more Unit Owners, or the Association, for itself or through the Association Board, and the Architect, Declarant, or the contractors, subcontractors, or consultants of any of them shall be first submitted to mediation in accordance with the procedures set forth below, prior to submitting the claim or dispute to binding dispute resolution.

7.17 Owner Approval of Arbitration, Litigation. The Association must obtain approval of more than two thirds (2/3rds) of all Unit Owners prior to initiating arbitration or litigation against the Declarant, Architect or Contractor.

7.18 Retention of Engineer or Architect. Prior to transfer of the Real Property or units to the Association, the Association shall be required to engage the services of a qualified engineer or architect to inspect the Condominium Property for design defects, construction defects and code violations. Upon completion of the inspection and subsequent written report, a "2nd punch list" shall be developed to determine an acceptable solution to all parties of each item. Upon completion of the agreed upon solutions, a settlement agreement shall be signed by the Association and the Developer.

## VIII. MAINTENANCE

8.01. Maintenance by the Association. The Association is responsible for maintenance, repair, and replacement of the Common Elements, including but not limited to responsibilities enumerated in under Article VII, above.

8.02. Maintenance by Unit Owner. Each Unit Owner is responsible for the maintenance, repair, and replacement of his Unit, including but not limited to responsibilities enumerated in under Article VII, above.

8.03. Alteration and Improvement of the Common Elements. Except as may be prohibited by the Act, and except as to the Development Rights and Special Declarant Rights provided for in this Declaration, after the completion of the improvements included in the Common Elements, Limited Common Elements, or Assigned Parking contemplated by this Declaration, there shall be no addition, alteration, change, relocation or further improvement of Common Elements or Limited Common Elements, or Assigned Parking without prior approval of the Association.

8.04. Unit Owner's Covenants. Each Unit Owner covenants and agrees as follows:

A. To perform all maintenance, repairs, and replacements that are the Unit Owner's obligations under this Declaration and the Act.



B. To pay for all the Unit Owner's utilities, including electricity, gas, and telephone used within the Unit and all taxes levied against the Unit Owner's Unit.

C. Not to make, or cause to be made, any repairs, to any plumbing, heating, ventilation or air conditioning systems located outside the Unit Owner's Unit but required to be maintained by the Unit Owner pursuant to the provisions hereof, except by licensed plumbers or electricians authorized to do such work by the Association or its agent.

D. Not to make any addition or alteration to a Unit or to the Common Elements or to the Limited Common Elements or to do any Act that would impair the structural soundness or safety of any part of the Condominium Property. Structural alterations within a Unit may be made only with the written consent of the Association.

E. To make no alterations, additions, improvements, repairs, replacements, or changes to the Common Elements or the Limited Common Elements or to any outside or exterior portion of the Building, specifically including, but not limited to screening or enclosing balconies, installing garage or other exterior doors or affixing out shutters to windows, without the prior written consent of the Association. If consent is granted, the Unit Owner shall use only a licensed contractor who shall comply with the Rules and Regulations with respect to the work which may be adopted by the Association. The Unit Owner shall be liable for all damages to another Unit and to the Common Elements or Limited Common Elements caused by any contractor employed by such Unit or by the subcontractor or employees or such contractor, whether said damages are caused by negligence, accident, or otherwise.

F. To allow the Association, its delegates, agents, or employees at all reasonable times to enter into any Unit or Limited Common Element for the purpose of maintaining, inspecting, repairing, or replacing Common Elements or Limited Common Elements or for repairing, maintaining or replacing any plumbing, heating, ventilation or air conditioning system located within such Unit but serving other parts of the Condominium Property; or to determine, in case of emergency, the circumstances threatening Units or Common Elements or Limited Common Elements and to correct the same; or, to determine compliance with the provisions of the Condominium Documents.

G. To promptly report to the Association any defects or needed repairs for which the Association is responsible, including but not limited to reporting obligations under Article VII, above.

H. To reimburse the Association for any repairs or replacements which are made necessary because of abuse or negligent use by a Unit Owner of the Condominium Property, the cost of such repair or replacement may be assessed against such Unit Owner.

I. To comply with all of the obligations, if any, of a Unit Owner under the Act and the Condominium Documents.

8.05. Contracts for Maintenance. Subject to all requirements herein, the Association may enter into a contract with any firm, Person or corporation, or may join with other entities in

contracting for the maintenance and repair of the Condominium Property, and may delegate to such agent all or any portion of the powers and duties of the Association, except such as are specifically required by the Condominium Documents to have the approval of the Members of the Association.

8.06. Exterior Surface. The Association shall determine the exterior color scheme of the Condominium Property and shall be responsible for the maintenance thereof, except as may be otherwise provided for herein. No Unit Owner shall paint any exterior surface or add or replace anything thereon or affix thereto without the written consent of the Association.

8.07. Maintenance of On-site Drainage Structures. The Association shall be responsible for the perpetual maintenance of the on-site drainage structures as may be required in the Building Plans as approved by the City of Ocean Springs for the construction of the Building.

## IX. INSURANCE

In addition to and not in lieu of insurance requirements set out elsewhere in the Condominium Documents and in addition to any insurance providing additional coverage to the Declarant, the following terms govern insurance.

9.01. Purchase of Insurance. Commencing not later than the time of the first conveyance of a Unit to a Person other than the Declarant, the Association shall maintain insurance upon the Condominium Property to the extent reasonably available as provided for in the Act and as follows. Prepayment of insurance advanced by the Declarant shall be reimbursed on a pro rata basis by each Unit Owner upon the first purchase of a Unit.

9.02. Location of Policies. The Association shall retain the original of all insurance policies in a place of safe keeping such as a safe or a safety deposit box.

9.03. Copies to Mortgagees. One copy of each insurance policy and of all endorsements thereto shall be furnished by the Association to any first Mortgagee requesting a copy.

9.04. Authorization to do Business. All policies of insurance must be issued by companies specifically authorized by the laws of the State of Mississippi and certified by the Insurance Commission of the State of Mississippi to transact such business within the State of Mississippi.

9.05. Coverage. In addition to terms of coverage specified in the By-Laws, the Association shall maintain the following insurance coverage:

A. Property and Casualty, Master Policy. The Association shall obtain and maintain a Master Policy that provides certain blanket "all risk" property, casualty and liability insurance coverage. In the event of a loss, the Master Policy will cover the interests of the Association, all Unit Owners and their mortgagees, as their interests may appear, and will include the Common Elements outside the condominium units up to the sheet rock walls for covered perils under the insurance policy. Except as provided in this Article, below, this coverage will not cover the

interiors of the condominium units. Owners should contact an insurance professional for appropriate coverage under an HO-6 policy or the like, to include liability coverage and replacement coverage on furnishings and contents, wall coverings, ceiling coverings, electrical fixtures, floor coverings, water, heater and AC systems, appliances, built-in cabinets and counters, window treatments, additions/renovations/upgrades, and other. The Property insurance policy shall provide, as a minimum coverage and protection against:

(1) Loss or damage by fire and all other hazards that are normally covered by the standard extended coverage endorsement;

(2) All other perils which are customarily covered with respect to Condominiums similar in construction.

B. Liability Insurance. The Association must obtain, maintain, and pay the premiums upon, as a Common Expense, a comprehensive general liability insurance policy, including medical payments insurance and covering all the Common Elements, commercial space owned and leased by the Association, and public ways of the Condominium. Coverage limits shall be in amounts generally required by private institutional mortgage investors for projects similar in construction, location, and use. The Association shall review such limits once each year, but in no event shall such insurance be less than One Million and No/100 (\$1,000,000.00) Dollars covering all claims for bodily injury or property damage arising out of one occurrence. Reasonable amounts of "umbrella" liability insurance in excess of the primary limits shall also be obtained in an amount not less than One Million and No/100ths (\$1,000,000.00) Dollars. Coverage under this policy shall include, if reasonably available, without limitation, legal liability of the insured for Property damage, bodily injuries and deaths of Persons in connection with the operation, maintenance or use of the Common Elements, and legal liability arising out of lawsuits related to employment contracts of the Association. The policy shall also include, if reasonably available, coverage for protection against water damage liability. If required by any first mortgage holder and, if reasonably available, the policy shall include protection against such other risks as are customarily covered with respect to Condominiums similar in construction, location and use, including but not limited to host liquor liability, employer's liability insurance, contractual and all written contract insurance and comprehensive automobile liability insurance.

C. Flood Insurance. If any part of the Condominium Property shall be deemed to be in a special flood hazard area, as defined by the Federal Emergency Management Agency or other governmental agency, the Association shall, if reasonably available, obtain, maintain, and pay the premiums upon, as a Common Expense, a "master" or "blanket" type of flood insurance policy. The policy shall cover the Common Elements falling within the designated flood hazard area. The insurance shall be in an amount deemed appropriate by the Association, but not less than an amount equal to the lesser of:

(1) Eighty percent (80%) of the Actual cash value of the insured Property located within the flood hazard area; or

(2) The maximum coverage available for the Property under the National Flood Insurance Program. The policy shall be in a form which meets the criterion set forth in the most current guidelines issued on the subject by the Federal Government.

D. Personnel Coverages. Should the Association employ personnel, all coverages required by law, including workers compensation, shall be obtained so as to meet the requirements of the law.

E. Fidelity Bonds. The Association shall obtain, if reasonably available, maintain and pay the premiums upon, as a Common Expense, a fidelity bond to protect against loss of money by dishonest acts on the parts of all officers, directors and employees of the Association and all other Persons handling, or responsible for, funds of the Association or funds administered by the Association. Where a management agent has the responsibility for handling or administering funds of the Association, the management agent shall be required to maintain fidelity bond coverage for its officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Association. The fidelity bond shall name the Association as the obligee and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association or the management agent, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than one hundred percent (100%) of the estimated annual Common Expenses. The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of Persons serving without compensation from the definition of "employees," or similar terms or expressions. The premiums on all bonds required herein to be maintained by the management agent shall be paid by the management agent. The bond shall provide that any first Mortgagee shall receive notice of cancellation or modification of the bond.

F. Other Insurance. The Association shall obtain other insurance as may be required, including by its By-Laws, and shall have authority to obtain such other insurance as it deems desirable, in such amounts, from such sources and in such forms as it deems desirable. The premiums for such insurance shall be a Common Expense.

If the insurance described above which is required to be maintained is not reasonably available, the Association promptly shall give notice of that fact to be hand delivered or sent prepaid by United States Mail to all Unit Owners.

9.06. Individual Insurance. Nothing contained herein shall be construed to prevent a Unit Owner from obtaining insurance for his own benefit.

9.07. Provisions. Insurance coverage, if reasonably available, must comply with the requirements, if any, of the Act and this Declaration and shall in substance and effect:

A. Provide that such policy may not be canceled or substantially modified and the insurer may not refuse to renew said policy (whether or not requested by the Association) except by the insurer giving at least thirty (30) days' prior written notice thereof to the Declarant, the Association, the Unit Owner, each holder of a first mortgage on an individual Unit, and every other Person in interest who shall have requested such notice of the insurer.

B. Contain a waiver by the insurer of any right of subrogation to any right of the Association, or either against the Owner or lessee of any Unit.

C. Contain a standard Mortgagee clause which shall:

(1) Provide that any reference to a Mortgagee in such policy shall mean and include all holders of mortgages of any Unit, whether or not named herein; and

(2) Provide that such insurance as to the interest of any Mortgagee shall not be invalidated by any Act or neglect of the Association or Unit Owners or any Persons under any of them; and

(3) Waive any provisions invalidating such Mortgage clause by reason of the failure of the Mortgagee to notify the insurer of any hazardous use or conveyance, any requirement that the Mortgagee pay any premium thereon, and any contribution clause.

9.08. Liabilities and Responsibilities of Unit Owner. A Unit Owner shall be liable for any claim, damage, or judgment entered as a result of the use or operation of his Unit caused by his conduct. Each Unit Owner shall be responsible for obtaining insurance for his own benefit.

9.09. Insurance Premiums. Insurance premiums for the Master Policy described above shall be paid by the Association as a Common Expense. Should the Association fail to pay such insurance premiums when due, or should the Association fail to comply with other insurance requirements of a Mortgagee, the Mortgagee shall have the right, at its option, to order insurance policies and to advance such sums as are required to maintain or procure such insurance. To the extent of any money so advanced, the Mortgagee shall be subrogated to the Assessment and the lien rights of the Association as against the individual Unit Owners for the payment of such item of Common Expense.

9.10. Insurance Trustee; Share of Proceeds. All insurance policies herein described shall be for the benefit of the Association and all Unit Owners and their mortgagees, as their interests may appear,, and shall provide that all proceeds covering Property losses shall be paid to the Association, as Insurance Trustee for each of the Unit Owners in the percentages as established by the Declaration, which said Association, for the purpose of these provisions, is herein referred to as the Insurance Trustee. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purpose elsewhere stated herein and for the benefit of the Unit Owners and their Mortgagees. The Insurance Trustee shall the power to adjust all claims arising under insurance policies purchased by the Association; to bring suit thereon in its name and/or in the name of other insured; to deliver releases on payment of claims; to compromise and settle such claims; and otherwise to exercise all the rights, powers, and privileges of the Association and each Unit Owner and any other holder of an insured interest in the Condominium Property under such insurance policies, however, the Actions of the Insurance Trustee shall be subject to the approval of any first Mortgagee if the claim shall involve more than one Unit, and only if one Unit is involved, such Actions shall be subject to approval of any first Mortgagee holding a mortgage and encumbering such Unit.

9.11. Shares of Proceeds. The Association as Insurance Trustee shall receive such insurance proceeds as are paid to it and shall hold the same in trust for the purposes stated herein and for the benefit of the Unit Owners and their Mortgagees in the following shares:

A. Common Elements. An undivided share of the proceeds on account of damage to Common Elements shall be held for each Unit Owner, with such share's portion of the total proceeds being the same percentage as the share of the Common Elements appurtenant to his Unit.

B. Units and Limited Common Elements. Except as provided elsewhere in this Declaration:

(1) When the Condominium Property is to be restored, the proceeds shall be held for the Unit Owners of damaged Units and damaged Limited Common Elements, with the share of each in the total proceeds being in the proportion that the cost of repairing the damage suffered by such Unit Owner bears to the total cost of repair, which cost shall be determined by the Board.

(2) When the Condominium Property is not to be restored, the proceeds shall be held for the Unit Owners in the undivided shares that are the same as their respective shares in the Common Elements.

C. Mortgages. In the event a Mortgagee endorsement has been issued with respect to a Unit, the share of the Owner of that Unit shall be held in trust for the Mortgagee and the Unit Owner as their interest may appear; provided, however, that no Mortgagee shall have any right to determine or participate in the determination of whether or not any damaged Property shall be reconstructed or repaired except as may be specifically provided to the contrary elsewhere in this Declaration.

9.12. Distribution of Proceeds. Proceeds of insurance policies received by the Association as Insurance Trustee shall be distributed to or for the benefit of the beneficial Owners:

A. Reconstruction or Repair. First, if the damage for when the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof. Any proceeds remaining after defraying such costs shall be distributed to the beneficial Owners, with remittances to Unit Owners and Mortgagees being payable jointly to them. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by and such Mortgagee.

B. Failure to Reconstruct or Repair. If it is determined that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial Owners with remittances to Unit Owners and their Mortgagee being payable jointly to them. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by any such Mortgagee.

## X. RECONSTRUCTION OR REPAIR AFTER CASUALTY

10.01. Determination to Reconstruct or Repair. Any portion of the Condominium for which insurance is required under this Declaration which is damaged or destroyed must be repaired or replaced promptly by the Association unless:

A. The Condominium is terminated in accordance with the Act;

B. Repair or replacement would be illegal under any state or local statute or ordinance covering health or safety; or

C. Seventy-five percent (75%) of the Unit Owners, including every Owner of a Unit or assigned Limited Common Element which will not be rebuilt, vote not to rebuild. The cost of repair or replacement of a Common Element in excess of insurance proceeds in reserves is a Common Expense as provided in this Declaration.

10.02. Plans. Any reconstruction or repair must be substantially in accordance with the Plans for the original improvements or as the Condominium Property was last constructed; or if not, then according to Plans approved by the Board of Directors of the Association and by one hundred percent (100%) of the Unit Owners.

10.03. Responsibility. If the damage is only to those parts of a Unit or Limited Common Elements for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

10.04. Estimate of Cost. Immediately after a casualty causing damage to the Condominium Property for which the Association has the responsibility of maintenance and repair, the Association shall obtain at least two reliable and detailed estimates of the cost to rebuild or repair.

10.05. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair of the Unit and Limited Common Elements by the Association, Assessments shall be made against the Unit Owners who own the damaged Property or have the exclusive right to use the Limited Common Element attached to his Unit, 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 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 Unit and have exclusive right to use the Limited Common Elements attached to his Unit, 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 damage to Units and Limited Common Elements shall be in proportion to the cost of reconstruction and repair of their respective Units or Limited Common Elements. Such Assessments for reconstruction and/or repair of damage to Common Areas and facilities shall be

in proportion to the Owner's share in the Common Elements. Assessments for reconstruction and repair may be collected, and the collection enforced, in the same manner as provided for Assessments elsewhere herein.

10.06. Construction Funds. The funds for payment of costs of reconstruction and repair after casualty for which the Association is responsible, which shall consist of proceeds of insurance held by the Association as Insurance Trustee and funds collected by the Association from Assessment against Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair in the following manner and order:

A. Disbursement. The construction fund shall be disbursed in payment of such costs on the order and in the manner provided by the Board of the Association.

B. Unit Owner. If there is a balance of insurance proceeds after the payment of the cost of reconstruction and repair that are the responsibility of the Association, this balance shall be distributed to Unit Owners of damaged Units or damaged Limited Common Elements who are responsible for the reconstruction and repair of the damaged portions of their Units or Limited Common Elements. The distribution to each Unit Owner shall be made in the proportion that the estimated costs of reconstruction and repair of such damage to his Unit or Limited Common Element bears to the total of such estimated costs in all damaged Units and Limited Common Elements. However, no Unit Owner shall be paid an amount in excess of such estimated cost for his Unit or Limited Common Element. If there is a first Mortgagee, the distribution shall be paid to the Unit Owner and to the first Mortgagee jointly.

C. Surplus. It shall be presumed that the first moneys distributed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial Owners of the fund.

## XI. EMINENT DOMAIN

11.01. Proceeds. The taking of a portion of a Unit or of the Common Elements by eminent domain shall be deemed to be a casualty and the determination as to whether the Condominium will be reconstructed or repaired or continued after condemnation will be determined in the manner provided for in the Act and under Reconstruction or Repair after casualty and the awards for such taking shall be deemed proceeds from insurance on account of the casualty and shall be deposited with the Association as Insurance Trustee. Even though the awards may be payable to a Unit Owner, the Unit Owner shall deposit the awards with the Association as Insurance Trustee; and in the event of failure to do so, in the discretion of the Board of Directors of the Association an Assessment shall be made against a defaulting Unit Owner in the amount of his award, or the amount of such award shall be set off against the sums hereafter made payable to such Unit Owner.

11.02. Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of the condemnation awards will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided in this Declaration for the distribution of insurance



proceeds if the Condominium is terminated after damage to the Common Elements. If the Condominium is not terminated after condemnation, the size of the Condominium Property will be reduced and the Property damaged by the taking will be made usable in the manner as provided below. The proceeds of such award shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Association after damage to the Common Elements.

11.03. Unit Reduced but Habitable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made habitable, the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

A. Restoration of Unit. The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, and the Owner of the Unit does not within a reasonable period of time provide the additional funds required for restoration, such additional funds may, in the discretion of the Board of Directors, be extended for restoration by the Association and be assessed against the Unit Owner as an Assessment.

B. Distribution of Surplus. The balance of the award, if any, shall be distributed to the Owner of the Unit and to any first Mortgagee of a Unit, the remittance being made payable jointly to the Unit Owner and any such first Mortgagee.

C. Adjustment of Shares in Common Elements. If the floor area of the Unit is reduced by the taking, the percentage representing the share in the Common Elements, the Common Expenses and the Common Surplus appertaining to the Unit shall be reduced in accordance with the Act.

11.04. Unit Made Unhabitable. If the taking is of the entire Unit, or so reduces the size of the Unit that it cannot be used practically or lawfully for any purpose permitted by the Declaration, the award for the taking of the Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium.

A. Payment of Award. The award shall be paid first to any first Mortgagee in an amount sufficient to pay off its mortgage on such Unit; and then jointly to the Unit Owner and other Mortgagees of the Unit in an amount not to exceed the market value of the Condominium parcel immediately prior to the taking as diminished by any sums from the award previously reserved for any first Mortgagee; and the balance, if any, to the repairing and replacing of the Common Elements damaged by the taking.

B. Addition to Common Elements. The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in condition for use by all of the Unit Owners in the manner approved by the Board of Directors; provided that if the cost of the work shall exceed the balance of the fund from the award for the taking, the work shall be approved in the manner elsewhere required in this Declaration for further improvement of the Common Elements.

C. Adjustment of Shares in Common Elements. Common Expenses. and Common Surplus. The shares in the Common Elements, the Common Expenses, and the Common Surplus appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the other shares among the reduced number of Unit Owners. This adjustment shall be done by restating said share of the continuing Unit Owners as percentages aggregating one hundred percent (100%) so that the shares appurtenant to the Units of the continuing Owners shall be in the same proportions to each other as before the adjustment.

D. Assessments. If the balance of the award (after payments to the Unit Owner and such Owners' Mortgagees as above provided) for the taking is not sufficient to finance the alteration of the remaining portion of the Unit for use as part of the Common Elements, the additional funds required for such purposes shall be raised by Assessments against all the Unit Owners who will continue as Owners of Units after the changes in the Condominium affected by the taking. Such Assessments shall be made in proportion to the shares of those Unit Owners in the Common Elements after the changes affected by the taking.

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

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

## XII. USE RESTRICTIONS

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

### 12.01 Residential Units

Each Condominium Residential Unit shall be occupied and used by a family, their employees, and guests only as a residence and for the furnishing of services and facilities herein provided for the enjoyment of such residence. The foregoing restrictions as to residence, however, shall not be construed in such manner as to prohibit a Unit Owner from:

- (1) Maintaining his personal professional libraries;
- (2) Keeping his personal business or professional records or accounts;

(3) Handling his personal business or professional telephone calls or correspondence; or

(4) using the Unit for a home office, but only so long as such use is (a) clearly incidental and subordinate to the primary residential use of the Unit, (b) does not change the outside appearance of the unit in any way, (c) involves no signage of any kind, (d) occupies no more than 25% of the total square footage of the Unit, (d) generates no traffic volume beyond that normally expected at a residential unit, (e) involves no equipment or tools likely to interfere with the quiet enjoyment of units by others, whether by reason of noise, odor, vibration, glare, fumes, electrical interference, or detectable interference with television, wireless, or internet connectivity or reception, or fluctuations in line voltage.

Such uses are declared expressly customarily incidental to the principal residential use and not in violation of said restrictions.

#### 12.02. Miscellaneous Restrictions

A. Nothing shall be stored in or upon the Common Elements or Limited Common Elements without prior consent of the Board except in storage closets or areas or as otherwise herein expressly provided. Limited Common Elements assigned to a Unit may not be leased by Unit Owners to Non-Unit Owners, except in conjunction with the lease of a Unit itself.

B. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance for the Property without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit or in or on the Common Elements which will result in the cancellation of insurance of any Unit or any part of the Common Elements or which will be in violation of any law.

C. No waste shall be committed in or on the Common Elements.

D. Each Unit Owner shall provide and maintain garbage and trash receptacles as may be directed by the Board or by the City of Ocean Springs, Mississippi, or both, and all garbage and trash shall be kept in said receptacles. In the event the Association identifies a Common Area for the storage of garbage and trash receptacles, each Unit Owner shall store such garbage in a trash receptacle in that area.

E. No Unit Owner or Occupant shall disturb or annoy other Occupants of the Condominium Property nor shall any Occupant or Unit Owner commit or permit any nuisance, noxious, offensive, immoral or illegal Act in his Unit or on the Property.

F. Subject to Development Rights under this Declaration, no sign of any kind shall be displayed to the public view on or from any Unit or the Common Elements without the prior written consent of the Board or the written consent of the Managing Agent Acting in accordance with the Board's direction. Provided, however, the Owner of a Condominium Commercial Unit may display a sign adjacent of his Unit so long as said sign complies with reasonable Rules and

Regulations imposed by the Association and complies with all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof.

G. Except as expressly provided hereinabove, nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board.

H. Subject to Development Rights under this Declaration, no structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuildings shall be permitted on the Property at any time temporarily or permanently, except with the prior written consent of the Board; provided, however, that temporary structures may be erected for use in connection with the repair or rebuilding of the Buildings or any portion thereof.

I. Outdoor drying of clothes, bedding, or similar items is not permitted.

J. Parking of vehicles in driveways and parking areas shall be subject to the Rules and Regulations of the Board applicable thereto.

K. Except within individual Units, no planting, transplanting, or gardening shall be done, and no fences, hedges, or walls shall be erected or maintained upon the Property, except as approved by the Board.

L. Motorcycles, motor bikes, motor scooters, or other similar vehicles shall not be operated within the Property except for the purpose of transportation, it being intended that said vehicles shall not be operated within the Property so as to annoy or disturb Persons or endanger Persons or Property.

M. All parts of the Property shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist.

N. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the Condominium Property shall be the same as the responsibility for the maintenance and repair of the Condominium Property concerned.

O. Neither the Board nor the Association shall take or permit to be taken any Action that unlawfully discriminates against one or more Unit Owners.

12.03. Pets. Please see Section 3.2 of *The Inlet Condominiums Owners Welcome and Information Packet*, which is among rules and regulations attached hereto as Exhibit "F" and which is incorporated here by this reference.

12.04. Employees. No employee, customer, or patron of a Unit Owner shall be allowed either to use any of the facilities which are Common Elements of the Condominium Property or to use any of the Property owned or operated by the Association.

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

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

12.07. Leases. The Inlet is a "lease-restricted" Development. Entire Units may be leased by the Unit Owners; provided, however, that such lease and the rights of any tenant thereunder are hereby made expressly subject to the power of the Association to prescribe reasonable rules and regulations relating to the lease and rental of Units and to enforce the same directly against such tenant or other Occupant by the exercise of such remedies as the Board deems appropriate, including eviction. No individual rooms may be rented. This restriction on use shall be considered a covenant running with each Unit, creating a burden on each single Unit and Unit Owner for the benefit of every other Unit and Unit Owner. Please also see Section 1.5 of *The Inlet Condominiums Owners Welcome and Information Packet*, which is among rules and regulations attached hereto as Exhibit "F" and which is incorporated here by this reference.

Anything to the contrary notwithstanding, the Declarant and its assigns, retain the right to maintain sales offices, management offices, leasing and operations offices and models on the Condominium Property as provided above. Further, the Association may maintain an on-site rental and rental management program in which the Unit Owner shall have the right, but not the obligation, to participate.

12.08. Regulations. Reasonable regulations concerning the use of the Condominium Property may be made by the Declarant and amended from time to time by the Board of Directors of the Association or by a majority of the Members of the Association attending a regular meeting or as may be provided in the By-Laws. Copies of such regulations or amendments thereto shall be furnished by the Association to all Unit Owners and residents of the Condominium upon request. Current rules and regulations are attached as Exhibit "F" and are incorporated here by this reference.

12.09. Parking and Prohibited Vehicles and Watercraft. The Board of Directors of the Association may or may not in its discretion assign specific parking spaces to the Unit Owners. If an assignment is made, such assignment shall not be recorded in the public records. The Board of Directors of the Association shall have the right to change or remove the assignment of such specific parking spaces from time to time as in its sole discretion it deems advisable. Recreational Vehicles, boats, trailers, and utility trailers of any type are not to be parked on the Condominium

Property. In event of reconfiguration of parking, the Board of Directors shall have right to substitute an automobile parking space for another automobile parking space of like quality.

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

12.11. Commercial Units. Each of the Commercial Units may be used for any lawful commercial or business purpose pursuant to all applicable zoning or land use regulations. Said use and any lease entered into for a Commercial Unit shall be subject to approval by Declarant, or after relinquishment of Declarant's control thereof, the Board, as applicable, prior to occupancy and commencement of such use. Any change in the commercial use or activity of any such Unit shall be subject to prior approval by the Declarant or Board, after relinquishment of Declarant's control thereof. That notwithstanding, no approval by the Board shall be required of any lease of a Commercial Unit in effect when the Declarant relinquishes control of the Board. Further, no approval shall be withheld as long as the proposed future use (i) does not materially differ from the existing use, or (ii) does not create a nuisance or unreasonable hardship on the Association or its Members, incompatible with the overall scheme of Development of the Condominium.

12.12. Association Board of Directors Approval in Connection with Commercial Space. By not less than two-thirds (2/3rds) affirmative vote of the Association Board of Directors, the Board, subject to such terms and conditions as the Board deems appropriate, may approve the alteration and use the Common Elements to provide for awnings, signs or entrances (doors) for the use of the Commercial Units. As part of said approval the Board may, subject to such terms and conditions as the Board deems appropriate, lease the affected Common Elements to Commercial Unit Owners. Nothing herein is intended or should be construed to materially alter terms of an existing lease of a Commercial Unit.

### **XIII. AMENDMENT**

13.01 This Declaration and the By-Laws of the Association may be amended by a vote of two-thirds (2/3rds) of the Board. However, Article XII ("Use Restrictions") of this Declaration may be amended only by the affirmative vote or agreement of Unit Owners to whom at least two-thirds of the votes in the Association are allocated. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of the Declarant to make, execute and record Special Amendments. Additionally, and anything else to the contrary notwithstanding, in compliance with Federal National Mortgage Association (FNMA) guidelines, amendments of a material nature must be approved by at least the Owners of sixty-seven (67%) of the Units and by Mortgagees who represent at least fifty-one percent (51 %) of the Units that are subject to mortgages held by Mortgagees. Where this Declaration requires approval binding upon a Mortgagee by Mortgagees, implied approval, including implied written approval, binding upon a Mortgagee may be assumed when said Mortgagee fails to submit a response to any written proposal for an amendment within thirty (30) days after said Mortgagee receives notice of the proposal delivered by certified or registered mail, with a return receipt requested.

#### **XIV. PURCHASE OF CONDOMINIUM UNIT BY ASSOCIATION**

14.01. Decision. The decision of the Association to purchase a Condominium Unit shall be made by the Board of Directors without the approval of the Members except as provided in this Article.

14.02. Limitation. If at any time the Association is already the Owner of or has agreed to purchase one or more Condominium Units, it may not purchase any additional Condominium Units without the prior written approval of Members holding seventy-five percent (75%) of the votes of those Members eligible to vote thereon, except as provided in this Article. A Member whose Condominium Unit is the subject matter of the proposed purchase shall be ineligible to vote thereon. Notwithstanding the foregoing, however, the foregoing limitations shall not apply to a Condominium Unit either to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent Assessments where the bid of the Association does not exceed the amount found due the Association, or to be acquired by the Association in lieu of foreclosure of such lien if the consideration therefore does not exceed the cancellation of such lien. In any event, the Board of Directors or a designee thereof, acting on behalf of the Association, may only purchase a Condominium Unit in accordance with this Article, or as the result of a sale pursuant to the foreclosure of:

- (1) A lien on the Condominium Unit for unpaid taxes;
- (2) A lien of a mortgage;
- (3) The lien for unpaid Assessments;
- (4) Any other judgment lien or lien attaching to such Condominium Unit by operation of law.

#### **XV. NOTICE OF LIEN OR SUIT**

15.01. Notice of Lien. A Unit Owner shall give notice in writing to the Secretary of the Association of every lien on his Condominium Unit, other than liens for first mortgages, taxes, and special Assessments, within five (5) days after he receives notice of the attaching of the lien.

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

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

#### **XVI. RULES AND REGULATIONS**

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

16.02. Enforcement. The Association, through the Board of Directors, is hereby empowered to enforce the Condominium Documents and all Rules and Regulations of the Association by such means as it deems necessary, including the imposition of reasonable fines (after reasonable notice and opportunity to be heard) from time to time as set forth in the By-Laws. In the event a Unit Owner fails to maintain his Unit in the manner required in the Condominium Documents and any Rules and Regulations of the Association, the Association, through the Board of Directors, shall have the right to assess the Unit Owner and the Unit for the sums necessary to do the work required to effect compliance and to collect, and enforce the collection of, a Special Assessment therefor as provided in this Declaration. In addition, the Association shall have the right, for itself and its employees and agents, to enter such Owner's Unit and perform the necessary work to effect compliance.

16.03. Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair, or replacement rendered necessary by his Act, neglect, or carelessness or by that of any Member of his family, his lessees, their guests, invitees, employees, or agents. Such liability shall include any increase in fire and casualty insurance rates occasioned by the use, misuse, occupancy or abandonment of a Unit, or the Common Elements. The liability for such increases in insurance rates shall equal five (5) times the first resulting increase in the annual premium rate for such insurance.

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

## **XVII. GENERAL PROVISIONS PERTAINING TO MORTGAGES**

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

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

B. Any sixty (60) day delinquency in the payment of Assessments or charges owed by the Owner of any Unit on which it holds the mortgage.



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

D. Any proposed Action that requires the consent of a specified percentage of mortgage holders.

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

#### **XVIII. TERMINATION**

18. The termination of the Condominium may occur in accordance with the provisions of the Act and by agreement of Unit Owners of Units to which at least ninety percent (90%) of the votes in the Association are allocated. The agreement shall be evidenced by a written instrument executed in the manner required for a deed and recorded in the public records of Jackson County, Mississippi. 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.

#### **XIX. COVENANT AGAINST PARTITION**

19. There shall be no judicial or other partition of the Condominium Property or any part thereof, nor shall Declarant or any Person acquiring any interest in the Property or any part thereof seek any such partition.

#### **XX. MISCELLANEOUS**

20.01. Intent. It is the intent of the Declarant to create a Condominium pursuant to the Act. In the event that the Condominium created by this Declaration shall fail in any respect to comply with the Act, then the common law as the same exists on the filing date of this Declaration shall control, and the Condominium hereby created shall be governed in accordance with the laws of the State of Mississippi, the By-Laws, the Articles, and all other instruments and exhibits attached to or made a part of this Declaration.

20.02. Covenants, Conditions and Restrictions. All provisions of the Condominium Documents shall, to the extent applicable and unless otherwise expressly therein provided to the

contrary, be perpetual and be construed to be covenants running with the land and with every part thereof and interest therein; and all of the provisions of the Condominium Documents shall be binding on and inure to the benefit of any Owner of all or any part thereof, or interest therein, and his heirs, executors, administrators, legal representative, successors, and assigns, but said provisions are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All Unit Owners and Occupants shall be subject to and shall comply with the provisions of the Condominium Documents and any Rules and Regulations promulgated thereunder.

20.03. Severability. The invalidity in whole or in part of any covenant or restriction or any paragraph, subparagraph, sentence, clause, phrase, word or other provision of this Declaration, the Articles, the By-Laws, any Rules and Regulations of the Association promulgated pursuant thereto, and any exhibits attached hereto, as the same may be amended from time to time, or the Act, or the invalidity in whole or in part of the application of any such covenant, restriction, paragraph, subparagraph, sentence, clause, phrase, word or other provision shall not affect the remaining portion thereof.

20.04. Notice. All notices, demands, bills, statements or other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or sent by United States mail, postage prepaid, or if notification is of a default or lien, sent by registered or certified United States mail, return receipt requested, postage prepaid, (i) if to a Unit Owner, at the address which the Unit Owner shall designate in writing and file with the secretary or, if no such address is designated, at the address of the Unit of such Unit Owner, or (ii) if to the Association, the Board of Directors or the Managing Agent, at the principal office of the Managing Agent or at such other address as shall be designated by notice in writing to the Unit Owners pursuant to this Section. If a Unit is owned by more than one person, each such person who so designates an address in writing to the secretary shall be entitled to receive all notices hereunder.

20.05. Governing Law and Arbitration of Disputes. Should any dispute arise between any of the parties whose rights or duties are affected or determined by the Condominium Documents, such dispute shall be governed by the laws of the State of Mississippi, and such dispute, disagreement, or question between the parties, including any between the Association and Declarant, except a dispute concerning the filing or enforcement of a lien as provided for elsewhere in this Declaration, shall be resolved, if possible, through mediation, failing which such claims shall be submitted to and settled by conclusive binding arbitration under the Commercial Rules of the American Arbitration Association. To the extent that a party does not prevail in the arbitration, said party shall pay any and all costs and expenses associated with the arbitration, including but not limited to the arbitrator's expenses and the prevailing party's reasonable attorney's fees. The arbitrator's award shall be enforceable as a judgment in any court with jurisdiction.

All parties subject to this Declaration forego all right to take legal action thereunder except to enforce any arbitration award, which award shall be a condition precedent to any right of legal action that any party may have against the other. It shall be deemed that each party who takes title subject to the terms of this Declaration stipulates that this Development and contracts relating to same have a substantial effect on interstate commerce.

20.06. Waiver. No provisions contained in the Condominium Documents shall be deemed to have been waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

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

20.08. Captions. The captions used in the Condominium Documents are inserted solely as a matter of convenience and reference and shall not be relied on and/or used in construing the effect or meaning of any of the text of the Condominium Documents.

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

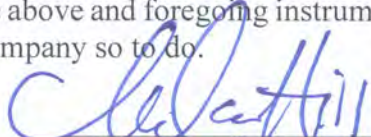
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this Declaration of Condominium on the day and year first above written.

**THE INLET, LLC**  
a Mississippi Limited Liability Company

By:   
Its Managing Member

STATE OF MS  
COUNTY OF Lamar

PERSONALLY APPEARED before me, the undersigned authority in and for the said county and stated, on this 19 day of April, 2018, within my jurisdiction, the within named Ike W. Thrash who acknowledged that he is Managing Member of The Inlet, LLC, a Mississippi limited liability company, and that for and on behalf of said limited liability company, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

  
NOTARY PUBLIC

My Commission Expires:



**EXHIBIT "A"**  
**Legal Description of Real Property**

EXHIBIT "A"

LEGAL DESCRIPTION

**PARCEL 1:**

That certain tract, piece, or parcel of land situated in Section 20, Township 7 South, Range 8 West, Ocean Springs, Jackson County, Mississippi, more particularly described as follows:

Starting from the point of intersection of the East boundary of Section 20 with the North boundary of U.S. Highway 90 and run thence North 79 degrees 34 minutes West along the North boundary of said Highway 520 feet; thence North 10 degrees 18 minutes East 300 feet; thence North 800 feet, more or less, to Fort Bayou; thence in a Northeasterly direction following the meanderings of Fort Bayou, 500 feet, more or less, to a point that is due North of the point of beginning; thence South 1428 feet, more or less, to the point of beginning.

Being further described as Parcel No. 1 on the survey of Anthony Welford P.L.S. dated July 31, 2006.

And

**PARCEL 2:**

That certain tract, piece or parcel of land situated in the Southeast Quarter of Section 20, Township 7 South, Range 8 West, Jackson County, Mississippi, and more particularly described as follows:

Commencing at a point on the East line of said Section 20 where the same intersects the North margin of the right-of-way of U.S. Highway 90, and run thence North 79 degrees 34 minutes West along the North line of said highway right-of-way a distance of 520 feet to the point of beginning, which point of beginning is the Southwest corner of the property conveyed to Land by Deed recorded in Book 341, Page 138, of the Land Deed Records of Jackson County, Mississippi; from said point of beginning run North 10 degrees 18 seconds East 300 feet to a point; thence run North 800 feet, more or less, to Fort Bayou; thence run in a Northeasterly direction following the meanderings of Fort Bayou a distance of 500 feet, more or less, to a point on the East line of said Section 20; run thence North to the Northeast corner of the Southeast Quarter of said Section; run thence West along the North line of the Southeast Quarter of said Section a distance of 1040 feet to the Northeast corner of the property of Moreton, run thence South 05 degrees 10 minutes West a distance of 1117 feet to a pipe in the edge of the marsh; run thence South 19 degrees 15 minutes West along the East line of the property of Moreton to a point on the North margin of the right-of-way of Highway 90; run thence Easterly along said highway right-of-way to the point of beginning. Being a portion of the property conveyed to Robert Lindstrom by Deeds recorded in Book 114, Page 502 and Book 120, Page 31, of the Land Deed Records of Jackson County, Mississippi. Said parcel being in the City of Ocean Springs, Mississippi.

Being further described as Parcel No. 2 on the survey of Anthony Welford P.L.S. dated July 31, 2006.

Together with a Storm Water Detention Easement over the following described property:

A parcel of land being located in the SE 1/4 of the SE 1/4 of Section 20, Township 7 South, Range 8 West, Jackson County, Mississippi, having bearings based upon Geodetic North and being more particularly described as follows:

Commence at the NE Corner of the SE 1/4 of said Section 20; thence run South 00 degrees 17 minutes 40 seconds East for 1,533.40 feet; thence run North 79 degrees 26 minutes 15 seconds West for 50.91 feet to and for the POINT OF BEGINNING; thence continue North 79 degrees 26 minutes 15 seconds West for 367.63 feet; thence run North for 45.78 feet; thence run South 79 degrees 26 minutes 15 seconds East for 367.38 feet; thence run South 00 degrees 18 minutes 10 seconds East for 45.82 feet back to the POINT OF BEGINNING. Said parcel contains 16,538 square feet or 0.38 acres, more or less.

Said Storm Water Detention Easement being the same conveyed from the Land Trust for the Mississippi Coastal Plain, a Mississippi Non-profit Corporation to The Township At Ocean Springs, LLC, at Instrument #201701171, Book 1839 Page 845 of the land records of Jackson County Mississippi. The description of said easement is located within portions of "Parcel 1" described below (which is otherwise excepted from the above description). Said Storm Water Detention Easement is NOT included in the Parcel 1 excepted below and IS part of the

property being conveyed herein.

The above described properties being quit claimed from Grantor to Grantee

LESS AND EXCEPT - the following three (3) parcels

**PARCEL 1**

COMMENCING AT A NAIL FOUND AT A 6" WOOD POST AT THE INTERSECTION OF EAST BOUNDARY OF SECTION 20 WITH THE NORTH BOUNDARY OF U.S. HIGHWAY 90 (MS STATE PLANE COORDINATES N. 330,028.24' E. 994,878.55' MS NAD 83); THENCE RUN N79°26'15"W ALONG THE NORTH MARGIN OF SAID U.S. HIGHWAY 90 520.51 FEET TO A FOUND NO. 4 IRON PIN; THENCE RUN N79°25'57"W ALONG THE NORTH MARGIN OF SAID U.S. HIGHWAY 90 642.58 FEET TO A SET NO. 4 IRON PIN AND THE POINT OF BEGINNING FOR THIS DESCRIPTION. THENCE RUN N79°25'57"W ALONG THE NORTH MARGIN OF SAID U.S. HIGHWAY 90 120.00 FEET TO A SET NO. 4 IRON PIN; THENCE RUN N19°11'57"E. 228.02 FEET TO A FOUND NO. 4 IRON PIN; THENCE RUN N50°37'02"E 450.09 FEET TO THE EDGE OF FORT BAYOU; THENCE RUN IN A NORTHEASTERLY DIRECTION ALONG THE MEANDERING OF FORT BAYOU TO A POINT THAT IS N66°08'06"E 1241.00 FEET FROM THE AFOREMENTIONED POINT; THENCE RUN S00°18'10"E 1095.17 FEET TO A SET NO. 4 IRON PIN; THENCE RUN N79°26'15"W 464.37 FEET TO A FOUND NO. 4 IRON PIN; THENCE RUN N79°25'57"W 595.35 FEET TO A SET NO. 4 IRON PIN; THENCE RUN S19°14'25"W 303.47 FEET TO A NO. 4 IRON PIN SET ON THE NORTH MARGIN OF U.S. HIGHWAY 90 AND THE POINT OF BEGINNING FOR THIS DESCRIPTION.

ALL BEING A TOTAL OF 17.35 ACRES, MORE OR LESS.

AND LESS AND EXCEPT THE FOLLOWING (referred to below as the (Access Parcel"))

**PARCEL 2**

COMMENCING AT A NAIL FOUND AT A 6" WOOD POST AT THE INTERSECTION OF THE EAST BOUNDARY OF SECTION 20 WITH THE NORTH BOUNDARY OF U.S. HIGHWAY 90 (MS STATE PLANE COORDINATES N 330,028.24', E 994,878.55' MS NAD 83); SAID FOUND NAIL IS ALSO THE POINT OF BEGINNING FOR THIS DESCRIPTION. THENCE RUN N79°26'15"W ALONG THE NORTH MARGIN OF SAID U.S. HIGHWAY 90 105.16 FEET; THENCE RUN N10°17'12"E 300.00 FEET; THENCE RUN S79°26'15"E FOR 49.03 FEET; THENCE RUN S00°18'10"E FOR 305.47 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION.

ALL BEING A TOTAL AREA OF 0.53 ACRES, MORE OR LESS.

LESS AND EXCEPT the following:

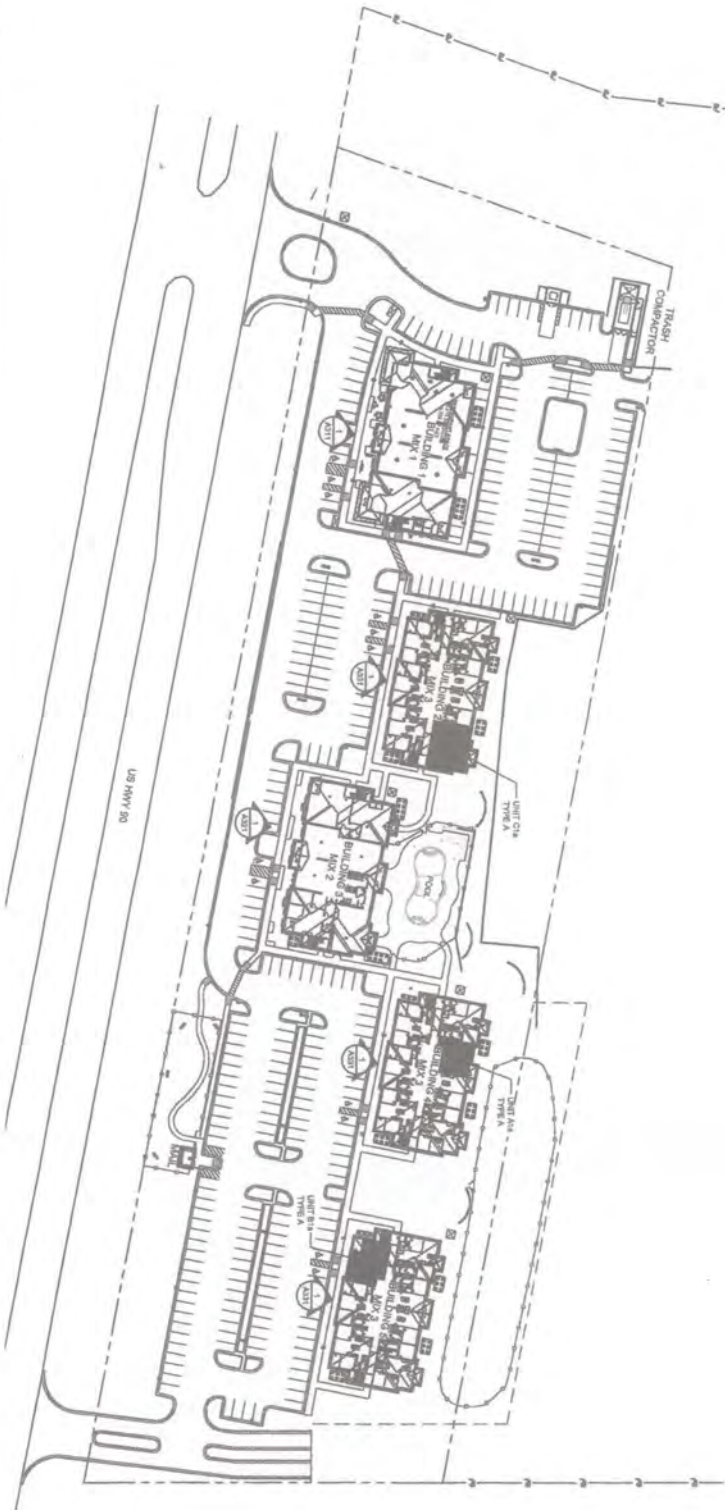
**PARCEL 3**

A parcel of land being located in the SE 1/4 of the SE 1/4 of Section 20, Township 8 South, Range 8 West, Jackson County, Mississippi, having bearings based upon Geodetic North and being more particularly described as follows:

Commence at the NE Corner of the SE 1/4 of said Section 20; thence run South 00 degrees 16 minutes 27 seconds East for 438.23 feet; thence run South 00 degrees 18 minutes 10 seconds East for 1,095.17 feet; thence run North 79 degrees 26 minutes 15 seconds West for 464.37 feet; thence run North 79 degrees 25 minutes 57 seconds West for 10.00 feet to and for the POINT OF BEGINNING; thence run South 54 degrees 00 minutes 35 seconds West for 48.20 feet; thence run North 79 degrees 25 minutes 57 seconds West for 211.38 feet; thence run North 32 degrees 52 minutes 29 seconds West for 48.20 feet; thence run South 79 degrees 25 minutes 57 seconds East for 277.67 feet back to the POINT OF BEGINNING. Said parcel contains 8,558 square feet or 0.20 acres, more or less.

**EXHIBIT "B"**  
**Site, Floor Plans, Elevations**

ARCHITECTURAL SITE PLAN



1" = 50'-0"

A002

Project Number	15107200
Client	AMS
Designer	REC
Project Name	THE BAY
Architect	OCEAN PRINCIPALS, LLC
Project Location	ARCHITECTURAL SITE PLAN

THRASH DEVELOPMENT

Issues and Revisions				
Issue No.	Date	By	For	Revised Set
1	03.11.17	AMS	FORWARD SET	
2				
3				
4				
5				
6				
7				
8				
9				
10				



**FRED R. CHEEK**  
 REGISTERED PROFESSIONAL ENGINEER  
 STATE OF FLORIDA  
 LICENSE NO. 15107  
 1510 PINEWOOD DRIVE  
 TAMPA, FLORIDA 33613  
 TEL: 813.288.1111  
 FAX: 813.288.1112  
 WWW.FREDR.CHEEK.COM  
 fred@fredrcheek.com

**FRED R. CHEEK**  
 REGISTERED PROFESSIONAL ENGINEER  
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 fred@fredrcheek.com

**FOR CONDOMINIUM DOCUMENTATION ONLY**



BUILDING 5  
FLOOR 5



BUILDING 3  
FLOOR 3



BUILDING 1  
FLOOR 1



BUILDING 4  
FLOOR 4



BUILDING 2  
FLOOR 2



Issues and Revisions				
Issue No.	Date	By	Description	Resolved
1	08.31.17	AMS	PERMIT SET	
2				
3				
4				
5				
6				
7				
8				
9				
10				



FRED R. CHEEK ARCHITECTURAL SERVICES, P.A.  
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 www.fredcheek.com

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**FRED R. CHEEK**

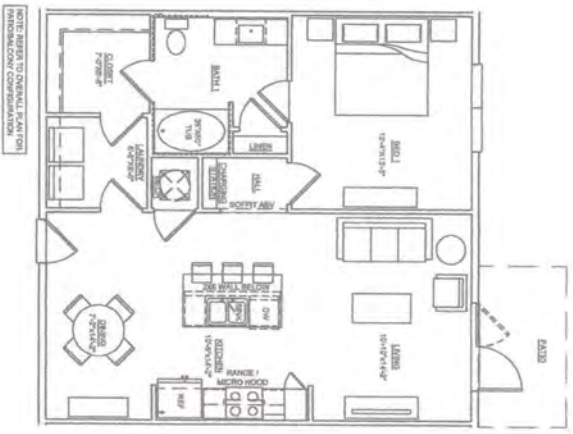
1325 Pineapple Drive  
 Jacksonville, Florida 32218  
 904.731.1111  
 www.fredcheek.com



THRASH DEVELOPMENT

Project Number: 15207220  
 Owner: MHS  
 Designer: FRC  
 Architect: FRC  
 Date: 08/31/17  
 Scale: AS SHOWN  
 Project Name: OCEAN SPRINGS, FL  
 Address: 15207220  
 A0020a

REFLECTED CEILING PLAN NOTES	TYPICAL DOOR PLACEMENT	BALCONY TYPICAL NOTES	UNIT GENERAL NOTES
<ol style="list-style-type: none"> <li>1. ALL CEILING FINISHES ARE 1/2" x 1/2" M.S.F.</li> <li>2. DIMENSIONS ARE TO CENTERLINE OF FINISH WALL.</li> <li>3. LIGHT FIXTURES TO BE COORDINATED WITH ROOM TYPE.</li> <li>4. WALL COATERS IN BATH AND KITCHEN ROOMS SHALL BE CENTERED ACROSS THE WALL.</li> <li>5. CONNECTION TO NEAREST ALL-COOK ROOMS OR OTHER COMMON AREAS SHALL BE MAINTAINED AND LISTING IN RELOCATION.</li> </ol>		<ol style="list-style-type: none"> <li>1. ALL FLOOR FINISHES SHALL BE AS FOLLOWS:</li> <li>2. AT AND FROM TOILET, PRIVATE BATH, AND PRIVATE BATH FLOOR FINISH SHALL BE 1/4" TYPICAL BALCONY FINISH FLOOR.</li> <li>3. ALL OTHER FLOOR FINISHES SHALL BE AS FOLLOWS:</li> <li>4. ALL FLOOR FINISHES SHALL BE AS FOLLOWS:</li> <li>5. ALL FLOOR FINISHES SHALL BE AS FOLLOWS:</li> </ol>	<ol style="list-style-type: none"> <li>1. REFER TO ACCESSIBILITY REQUIREMENTS FOR BATHS AND TOILETS FOR MORE INFORMATION.</li> <li>2. REFER TO UNIT GENERAL NOTES FOR MORE INFORMATION.</li> <li>3. REFER TO UNIT GENERAL NOTES FOR MORE INFORMATION.</li> <li>4. REFER TO UNIT GENERAL NOTES FOR MORE INFORMATION.</li> <li>5. REFER TO UNIT GENERAL NOTES FOR MORE INFORMATION.</li> </ol>
		<p><b>GRAB-BARS/TYPICAL NOTES</b></p> <ol style="list-style-type: none"> <li>1. SEE GENERAL NOTES FOR ALL GRAB-BARS.</li> <li>2. ALL GRAB-BARS SHALL BE 1/2" DIA. STAINLESS STEEL.</li> <li>3. ALL GRAB-BARS SHALL BE 1/2" DIA. STAINLESS STEEL.</li> <li>4. ALL GRAB-BARS SHALL BE 1/2" DIA. STAINLESS STEEL.</li> <li>5. ALL GRAB-BARS SHALL BE 1/2" DIA. STAINLESS STEEL.</li> </ol>	<p><b>UNIT GENERAL NOTES</b></p> <ol style="list-style-type: none"> <li>1. PARTITION TYPE: ALL PARTITIONS SHALL BE 1/2" THICK, 100% SOLID, AND SHALL BE FINISHED WITH THE SAME FINISH AS THE WALLS.</li> <li>2. SEE GENERAL NOTES FOR ALL PARTITIONS.</li> <li>3. SEE GENERAL NOTES FOR ALL PARTITIONS.</li> <li>4. SEE GENERAL NOTES FOR ALL PARTITIONS.</li> <li>5. SEE GENERAL NOTES FOR ALL PARTITIONS.</li> </ol>



FLOOR PLAN - UNIT A1  
AREA: 855 SF AC

1/4" = 1'-0"

No.	Date	Description
1	01/21/20	ISSUED FOR PERMIT
2	01/21/20	ISSUED FOR PERMIT
3	01/21/20	ISSUED FOR PERMIT
4	01/21/20	ISSUED FOR PERMIT
5	01/21/20	ISSUED FOR PERMIT

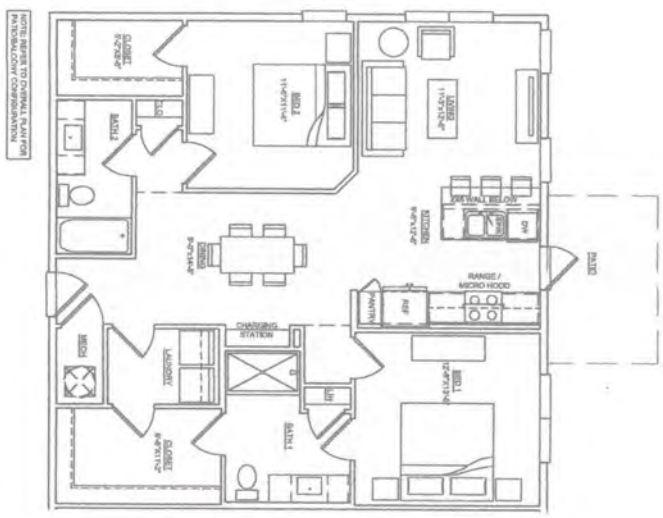


PROJECT NUMBER: 132727-01  
 OWNER: THD  
 CHECKED BY: JAS  
 DRAWN BY: JAS  
 DATE: 01/21/20  
 SCALE: AS SHOWN  
 UNIT: FT, IN, MM  
 SHEET: 41  
**A250**

**THRASH DEVELOPMENT**  
 132727-01  
 UNIT A1  
 FLOOR PLAN  
 1/4" = 1'-0"  
 AREA: 855 SF AC  
 01/21/20



REFLECTED CEILING PLAN NOTES	TYPICAL DOOR PLACEMENT	BALCONY TYPICAL NOTES	UNIT GENERAL NOTES
<ol style="list-style-type: none"> <li>1. ALL CEILING HEIGHTS ARE 8'0" AFF. UNLESS NOTED OTHERWISE.</li> <li>2. DIMENSIONS ARE TO CENTERLINE OF FINISH LINES.</li> <li>3. LIGHT FIXTURES TO BE CENTERED IN ROOM OR TRAY UNLESS NOTED OTHERWISE.</li> <li>4. WALL SWITCHES TO BE 48" AFF. AND SWITCHES TO BE CENTERED ABOVE THE SWITCH UNLESS NOTED OTHERWISE.</li> <li>5. CONNECTION TO WIRE ALL GROUND BONDING TO THE SERVICE PANEL AND ALL LIGHTS SHALL BE IN THE CLOSET.</li> </ol>		<ol style="list-style-type: none"> <li>1. AT ALL TIMES, MAINTAIN CLEARANCE BETWEEN BALCONY FLOOR AND FLOOR OF APARTMENT UNIT.</li> <li>2. AT ALL TIMES, MAINTAIN CLEARANCE BETWEEN BALCONY FLOOR AND FLOOR OF ADJACENT UNIT.</li> <li>3. ALL BALCONY FLOORING SHALL BE PERMITTED TO BE REMOVED BY THE UNIT OWNER.</li> <li>4. ALL BALCONY FLOORING SHALL BE REINSTALLED BY THE UNIT OWNER.</li> <li>5. ALL BALCONY FLOORING SHALL BE MAINTAINED BY THE UNIT OWNER.</li> </ol>	<ol style="list-style-type: none"> <li>1. IDENTIFY ALL PARTITION WALLS AND LOCATIONS OF ALL PARTITION WALLS AND LOCATIONS OF ALL PARTITION WALLS.</li> <li>2. ALL PARTITION WALLS SHALL BE CONSTRUCTION TYPE II, 5/8" Gypsum Board on Metal Stud, 15' Max. Spacing.</li> <li>3. ALL PARTITION WALLS SHALL BE CONSTRUCTION TYPE II, 5/8" Gypsum Board on Metal Stud, 15' Max. Spacing.</li> <li>4. ALL PARTITION WALLS SHALL BE CONSTRUCTION TYPE II, 5/8" Gypsum Board on Metal Stud, 15' Max. Spacing.</li> <li>5. ALL PARTITION WALLS SHALL BE CONSTRUCTION TYPE II, 5/8" Gypsum Board on Metal Stud, 15' Max. Spacing.</li> </ol>



FLOOR PLAN - UNIT B2  
AREA: 1,196 SF AC

1/8" = 1'-0"

PROJECT NAME:	A252
OWNER:	THRASH DEVELOPMENT
ARCHITECT:	THRASH DEVELOPMENT
DATE:	11/21/2023
SCALE:	1/8" = 1'-0"
DESIGNED BY:	JLS
CHECKED BY:	JLS
APPROVED BY:	JLS
DATE:	11/21/2023
PROJECT LOCATION:	
PROJECT NUMBER:	
PROJECT PHASE:	
PROJECT STATUS:	

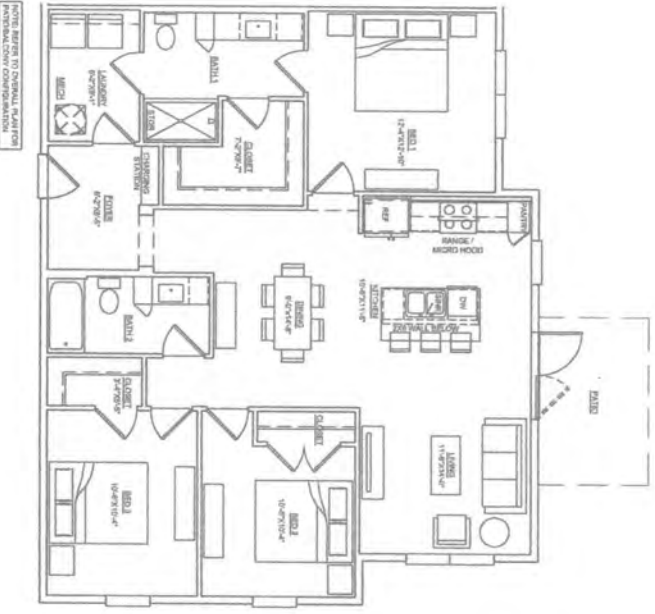


NO.	DATE	DESCRIPTION
1	11/21/2023	ISSUE: [Empty]
2	11/21/2023	ISSUE: [Empty]
3	11/21/2023	ISSUE: [Empty]
4	11/21/2023	ISSUE: [Empty]
5	11/21/2023	ISSUE: [Empty]
6	11/21/2023	ISSUE: [Empty]
7	11/21/2023	ISSUE: [Empty]
8	11/21/2023	ISSUE: [Empty]
9	11/21/2023	ISSUE: [Empty]
10	11/21/2023	ISSUE: [Empty]

**4**

THRASH DEVELOPMENT, INC.  
11000 WEST 10TH AVENUE, SUITE 1000  
DENVER, CO 80202  
PH: 303.733.8888  
WWW.THRASHDEV.COM

<p><b>REPLACED CABINO PLAN NOTES</b></p> <ol style="list-style-type: none"> <li>1. ALL CABINO HEIGHTS ARE 36" - 37" TALL.</li> <li>2. DRAWINGS ARE TO INDICATE GENERAL CABINO LAYOUT.</li> <li>3. CABINO HEIGHTS TO BE CONFIRMED IN FIELD OR BY THE CONTRACTOR.</li> <li>4. SHALL PROVIDE A FINISH ABOVE CABINO TO BE COORDINATED WITH THE FINISH ABOVE.</li> <li>5. CONTRACTOR TO VERIFY ALL CABINO HEIGHTS TO BE INDICATED.</li> </ol>	<p><b>TYPICAL DOOR PLACEMENT</b></p>	<p><b>BALCONY TYPICAL NOTES</b></p> <ol style="list-style-type: none"> <li>1. AT 1ST FLOOR, PROVIDE SLOPED SURFACE TO DRAIN WATER TO EXTERIOR.</li> <li>2. AT 2ND AND 3RD FLOOR, PROVIDE SLOPED SURFACE TO DRAIN WATER TO EXTERIOR.</li> <li>3. PROVIDE SLOPED SURFACE TO DRAIN WATER TO EXTERIOR.</li> <li>4. PROVIDE SLOPED SURFACE TO DRAIN WATER TO EXTERIOR.</li> </ol>	<p><b>UNIT GENERAL NOTES</b></p> <ol style="list-style-type: none"> <li>1. REFER TO DRAWING AND SPECIFICATIONS FOR UNIT GENERAL NOTES.</li> <li>2. REFER TO SPECIFICATIONS FOR UNIT GENERAL NOTES.</li> <li>3. REFER TO SPECIFICATIONS FOR UNIT GENERAL NOTES.</li> <li>4. REFER TO SPECIFICATIONS FOR UNIT GENERAL NOTES.</li> </ol>
<p><b>REPLACED CABINO PLAN NOTES</b></p> <ol style="list-style-type: none"> <li>1. ALL CABINO HEIGHTS ARE 36" - 37" TALL.</li> <li>2. DRAWINGS ARE TO INDICATE GENERAL CABINO LAYOUT.</li> <li>3. CABINO HEIGHTS TO BE CONFIRMED IN FIELD OR BY THE CONTRACTOR.</li> <li>4. SHALL PROVIDE A FINISH ABOVE CABINO TO BE COORDINATED WITH THE FINISH ABOVE.</li> <li>5. CONTRACTOR TO VERIFY ALL CABINO HEIGHTS TO BE INDICATED.</li> </ol>	<p><b>TYPICAL DOOR PLACEMENT</b></p>	<p><b>BALCONY TYPICAL NOTES</b></p> <ol style="list-style-type: none"> <li>1. AT 1ST FLOOR, PROVIDE SLOPED SURFACE TO DRAIN WATER TO EXTERIOR.</li> <li>2. AT 2ND AND 3RD FLOOR, PROVIDE SLOPED SURFACE TO DRAIN WATER TO EXTERIOR.</li> <li>3. PROVIDE SLOPED SURFACE TO DRAIN WATER TO EXTERIOR.</li> <li>4. PROVIDE SLOPED SURFACE TO DRAIN WATER TO EXTERIOR.</li> </ol>	<p><b>UNIT GENERAL NOTES</b></p> <ol style="list-style-type: none"> <li>1. REFER TO DRAWING AND SPECIFICATIONS FOR UNIT GENERAL NOTES.</li> <li>2. REFER TO SPECIFICATIONS FOR UNIT GENERAL NOTES.</li> <li>3. REFER TO SPECIFICATIONS FOR UNIT GENERAL NOTES.</li> <li>4. REFER TO SPECIFICATIONS FOR UNIT GENERAL NOTES.</li> </ol>



FLOOR PLAN - UNIT C1  
AREA: 1,325 SF AC

1/4" = 1'-0"

Notes:

1. SEE GENERAL NOTES TO THIS DRAWING FOR UNIT GENERAL NOTES.
2. SEE GENERAL NOTES TO THIS DRAWING FOR UNIT GENERAL NOTES.
3. SEE GENERAL NOTES TO THIS DRAWING FOR UNIT GENERAL NOTES.
4. SEE GENERAL NOTES TO THIS DRAWING FOR UNIT GENERAL NOTES.

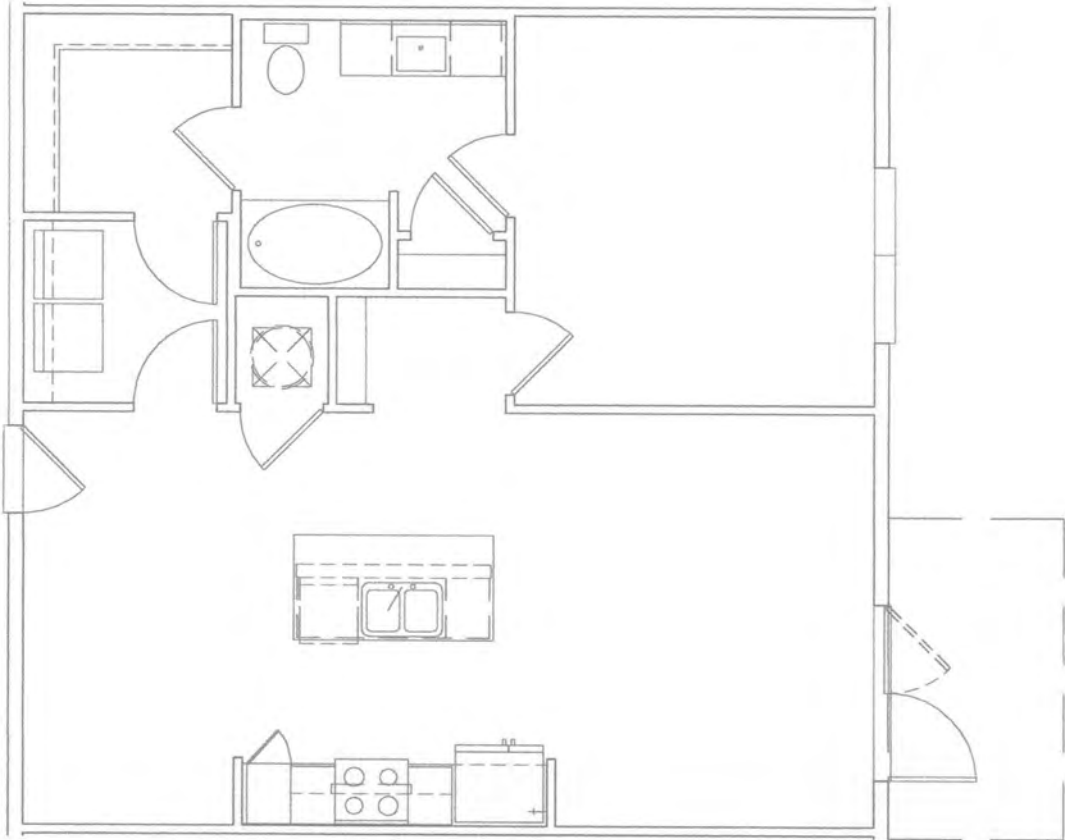


No.	Description	Date	By	Check
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10				

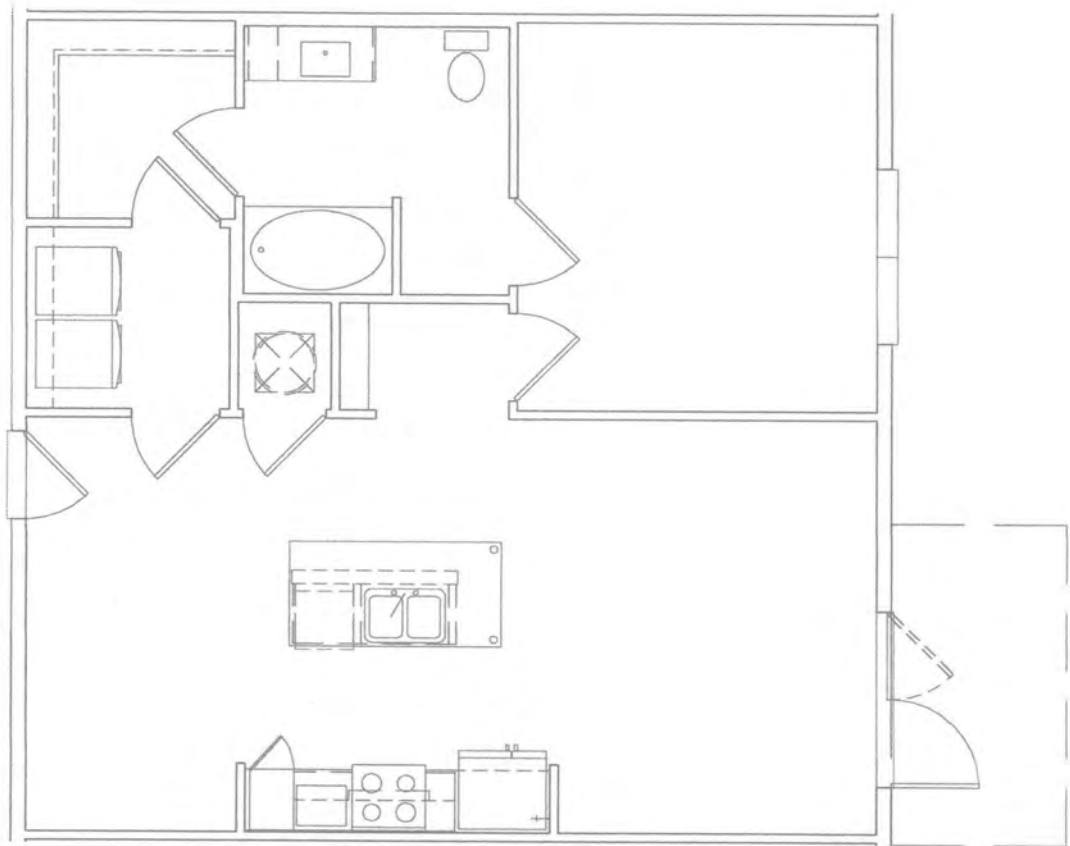
**FRANKLIN CRANE & CONSTRUCTION SERVICES, LLC**  
 11111 Franklin Blvd  
 Suite 100  
 Franklin, TN 37067  
 Phone: (615) 451-1111  
 Fax: (615) 451-1112  
 Email: info@franklinconstruction.com

A253

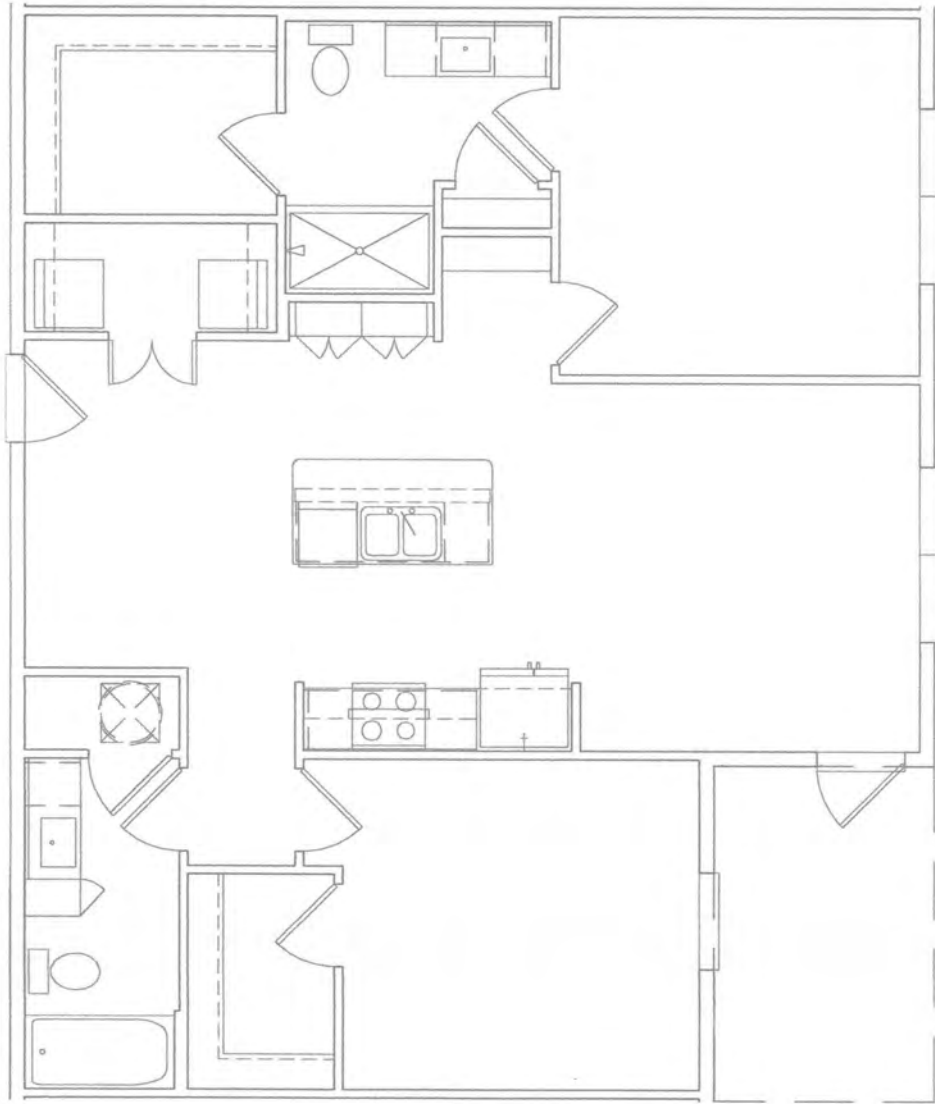
UNIT A1  
855 SF



UNIT A1a  
855 SF

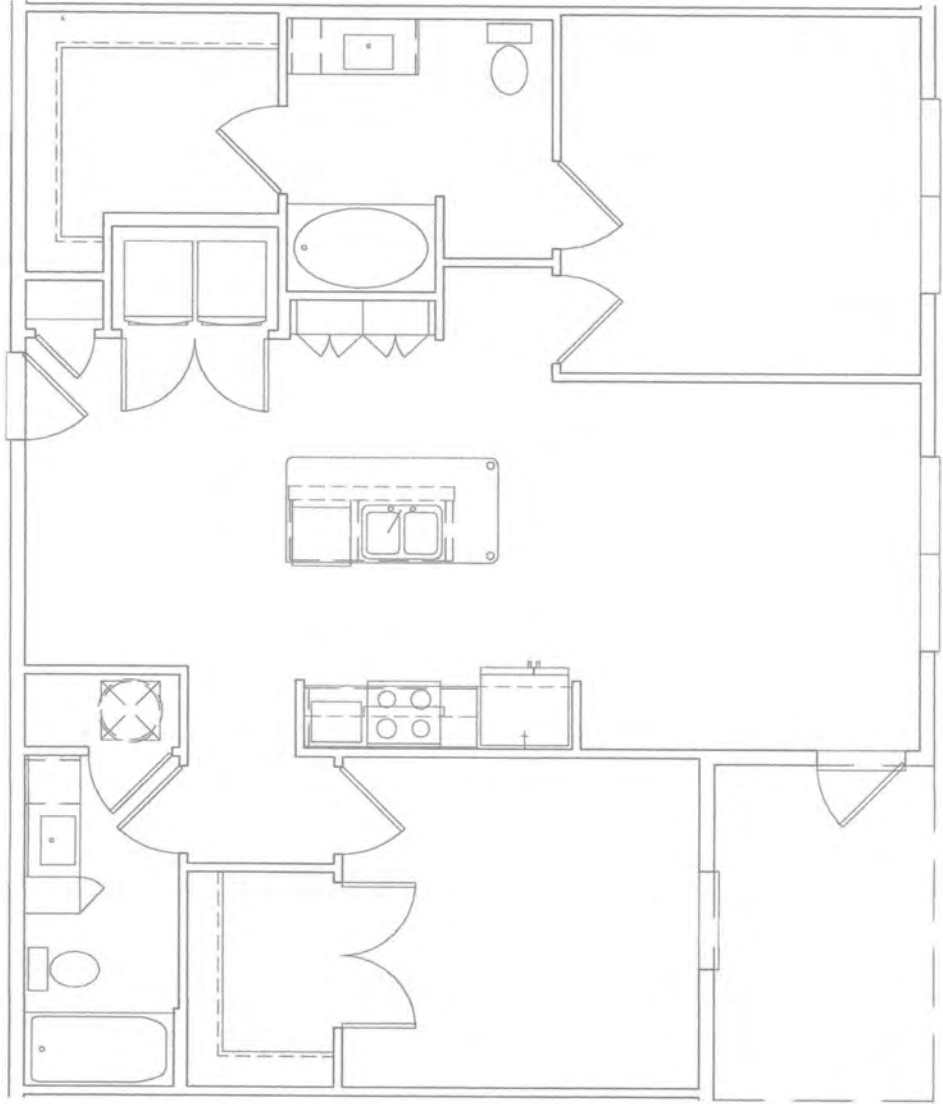


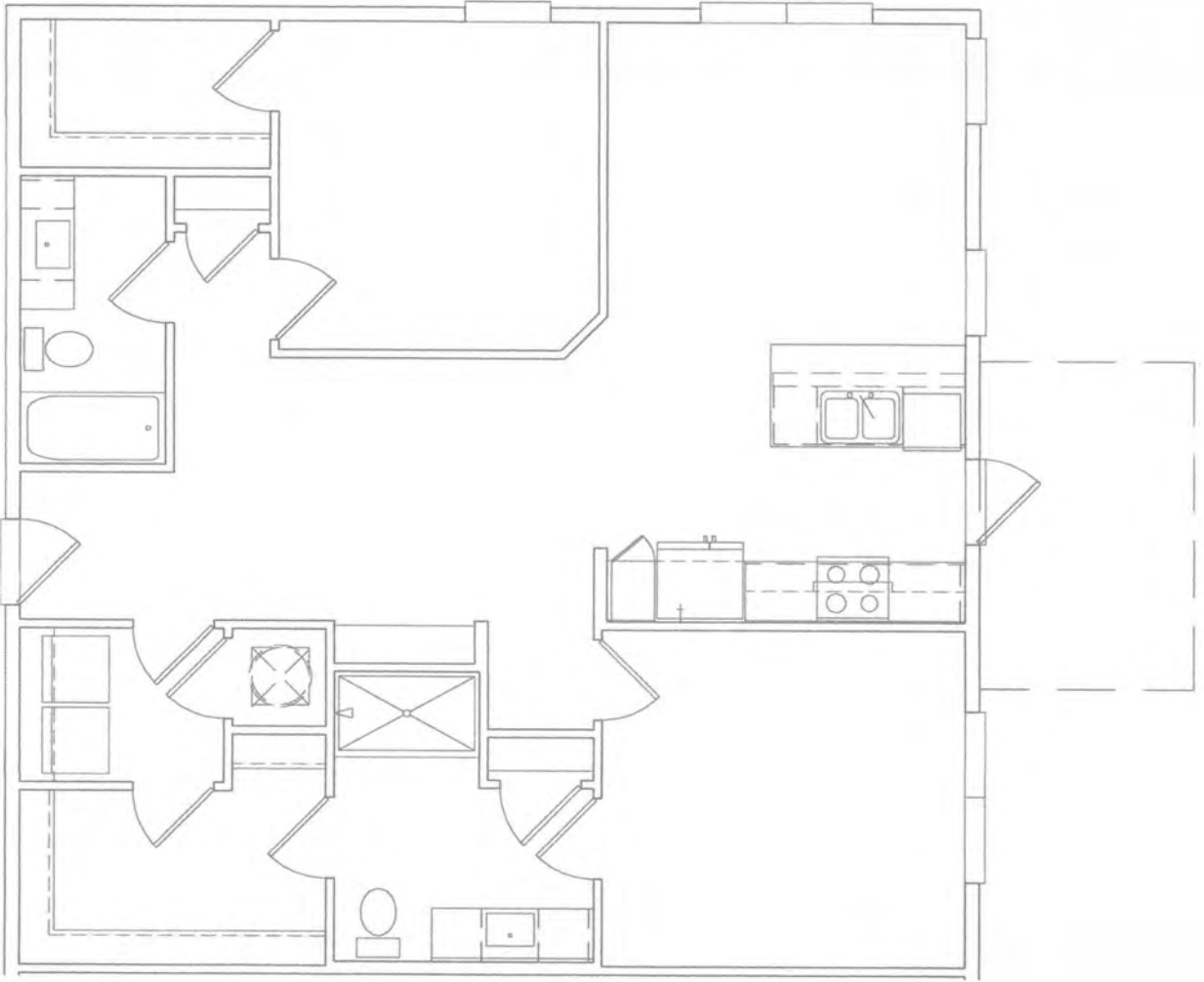
UNIT B1  
1095 SF



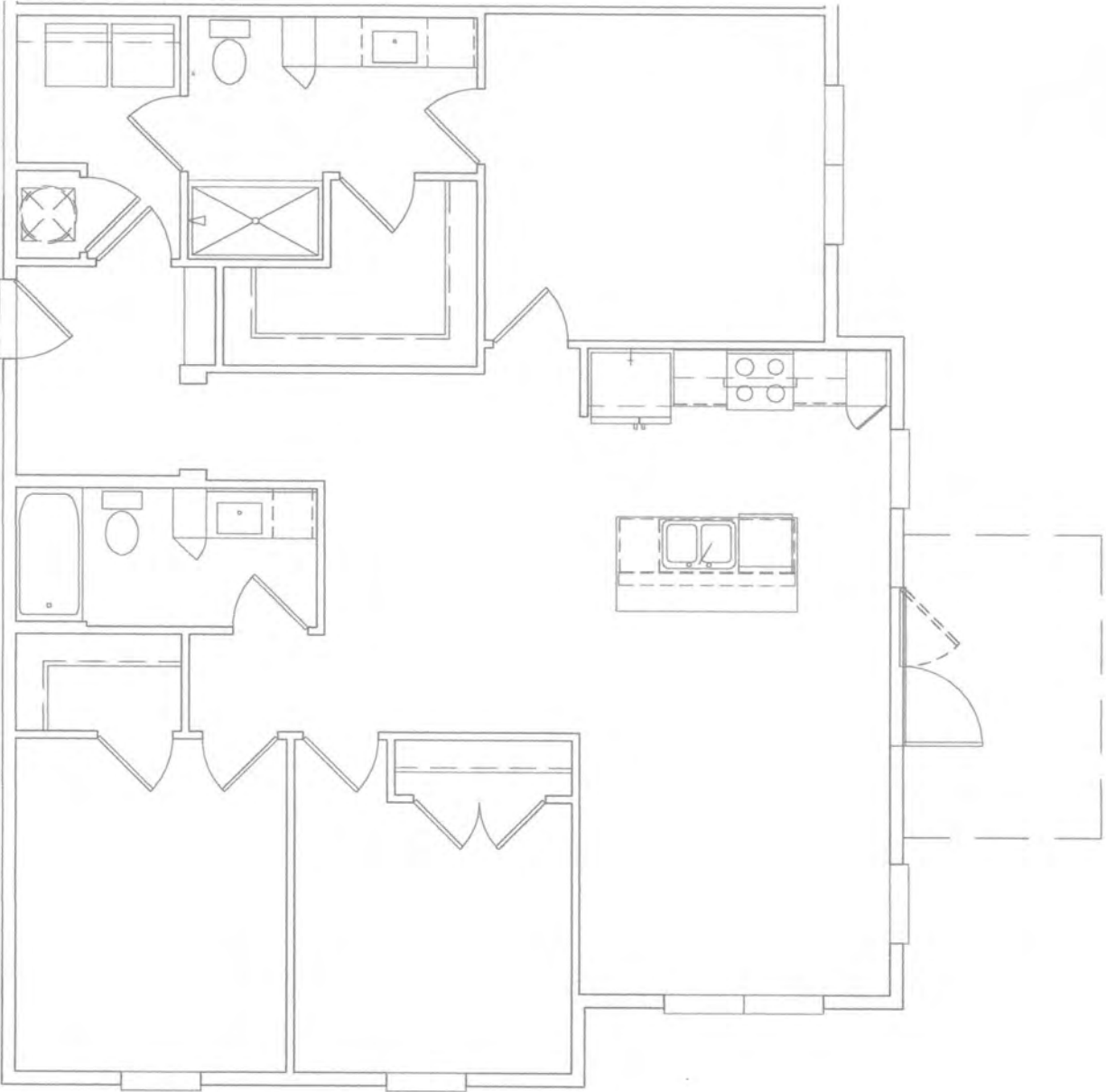


UNIT B1a  
1095 SF





UNIT B2  
1156 SF

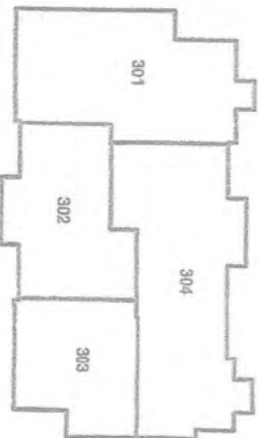
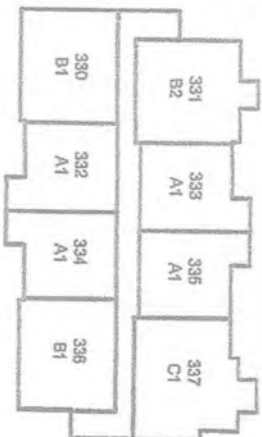
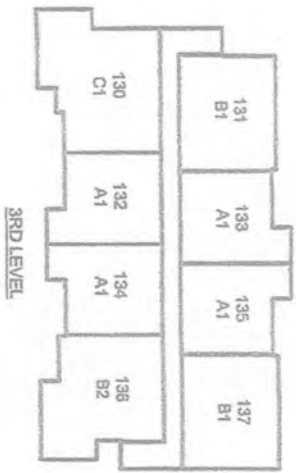


UNIT C1  
1327 SF



UNIT C1a  
1325 SF

Inlet  
 2501 Bienville Blvd  
 Ocean Springs, MS 39564



MIX 1  
 BUILDING 1

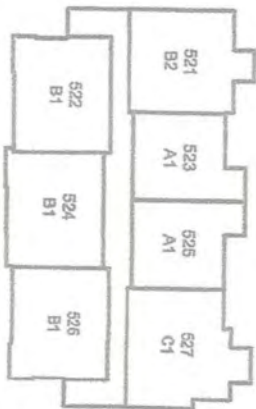
MIX 3  
 BUILDING 2

MIX 2  
 BUILDING 3



**BUILDING 4**

MIX 3

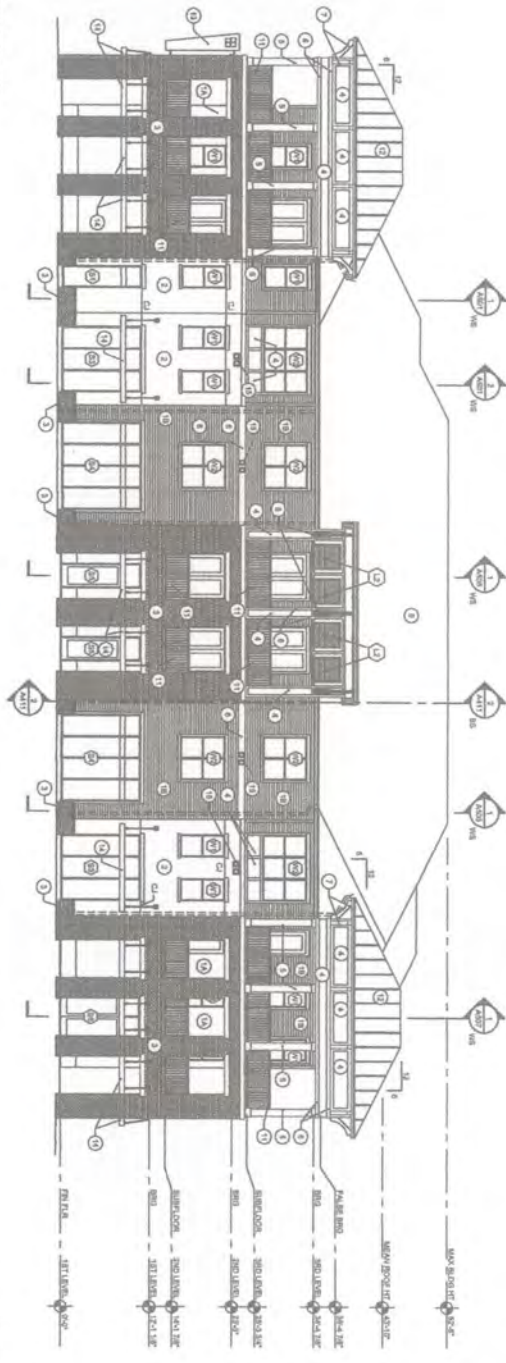


**BUILDING 5**

MIX 3

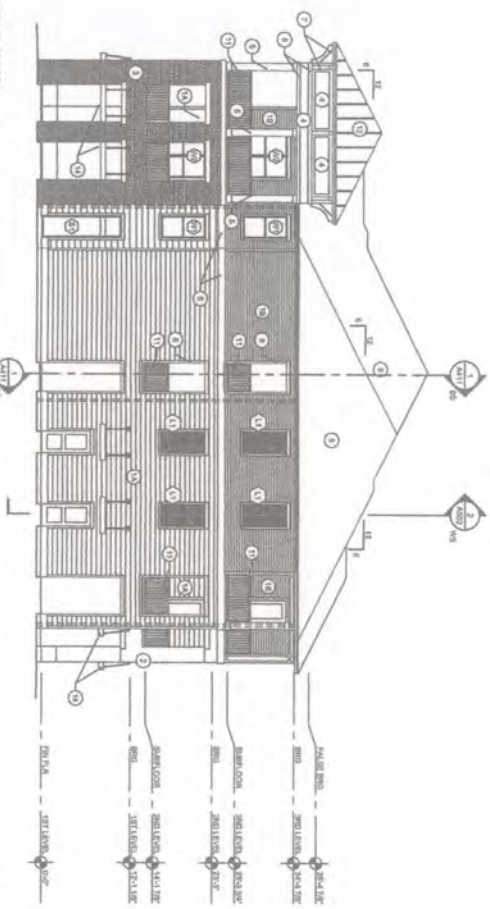


1 MIX 1 - EXTERIOR ELEVATION FRONT



1/8\"/>

2 MIX 1 - EXTERIOR ELEVATION RIGHT



1/8\"/>

**MATERIAL LEGEND**

- 1 FIBER CEMENT LAM BOARD SMOOTH F. POLYURETHANE FINISHED
- 2 FIBER CEMENT LAM BOARD SMOOTH F. POLYURETHANE FINISHED
- 3 STUCCO
- 4 BRICK VENEER RUNNING BRICKS FINISHED
- 5 FIBER CEMENT PANEL
- 6 FIBER CEMENT COLLAR LINE
- 7 FIBER CEMENT SMOOTH TRIM
- 8 CONCRETE BRACKET
- 9 WOOD SHINGLES
- 10 1/2\"/>
- 11 ARCHITECTURAL ASPHALT SHINGLES
- 12 METAL
- 13 4\"/>
- 14 STAINLESS STEEL METAL ROOF
- 15 STAINLESS STEEL METAL ROOF
- 16 BRICK
- 17 VENT THROUGH CEILING OVER WINDOW CANOPY
- 18 VENT THROUGH CEILING OVER WINDOW CANOPY
- 19 BRICK VENEER
- 20 BRICK VENEER
- 21 BRICK VENEER
- 22 BRICK VENEER
- 23 BRICK VENEER
- 24 BRICK VENEER

**Issues and Revisions**

NO.	DATE	BY	DESCRIPTION
1	03.31.17	MTC	PERM SET

**FRED R. CHEEK**  
 ARCHITECTURAL SERVICES, P.A.  
 10000 W. BAYVIEW BLVD., SUITE 100  
 MIAMI BEACH, FL 33154  
 TEL: 305.441.1111  
 FAX: 305.441.1112  
 WWW.FREDR.CHEEK.COM

**FOR CONDOMINIUM DOCUMENTATION ONLY**

10000 W. BAYVIEW BLVD., SUITE 100  
 MIAMI BEACH, FL 33154  
 TEL: 305.441.1111  
 FAX: 305.441.1112  
 WWW.FREDR.CHEEK.COM

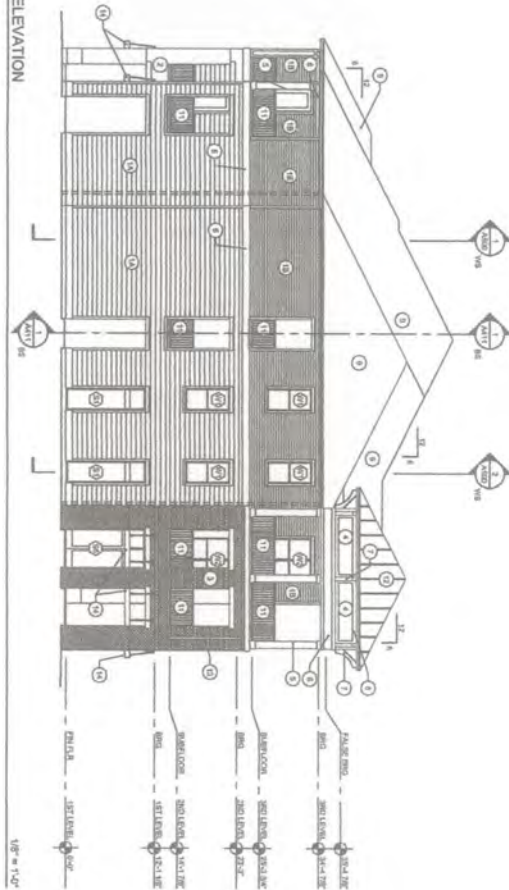
**THRASH DEVELOPMENT**

10000 W. BAYVIEW BLVD., SUITE 100  
 MIAMI BEACH, FL 33154  
 TEL: 305.441.1111  
 FAX: 305.441.1112  
 WWW.FREDR.CHEEK.COM

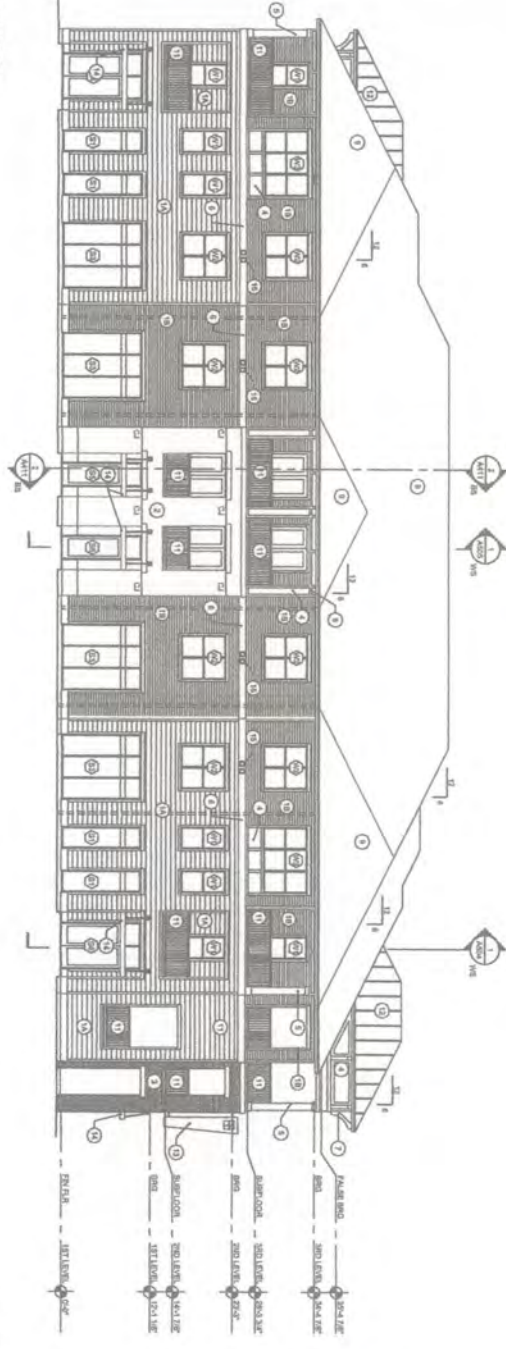
**A311**



② MIX 1 - EXTERIOR ELEVATION  
LEFT



① MIX 1 - EXTERIOR ELEVATION  
RIGHT



**MATERIAL LEGEND**

- ① FIBER CEMENT LATH BOARD
- ② SMOOTH TYPHOGRAPHY PAINTED
- ③ FIBER CEMENT LATH BOARD
- ④ FIBER CEMENT LATH BOARD
- ⑤ STUCCO
- ⑥ BRICK VENEER PERMANENT BRICKS PAINTED
- ⑦ FIBER CEMENT PANEL
- ⑧ FIBER CEMENT COLUMN SHAPE
- ⑨ FIBER CEMENT SMOOTH TRIM
- ⑩ CONCRETE BRACKET
- ⑪ FIBER CEMENT
- ⑫ 1/2\"/>

**FRED R. CHEEK**  
ARCHITECTURAL SERVICES, P.A.  
1520 Macgregor Drive  
Suite 100  
Tampa, FL 33606  
Tel: 813.288.8888  
www.fredrcheek.com

**FOR CONSTRUCTION DOCUMENTATION ONLY**

Scale: 1/8\"/>

**Issues and Revisions**

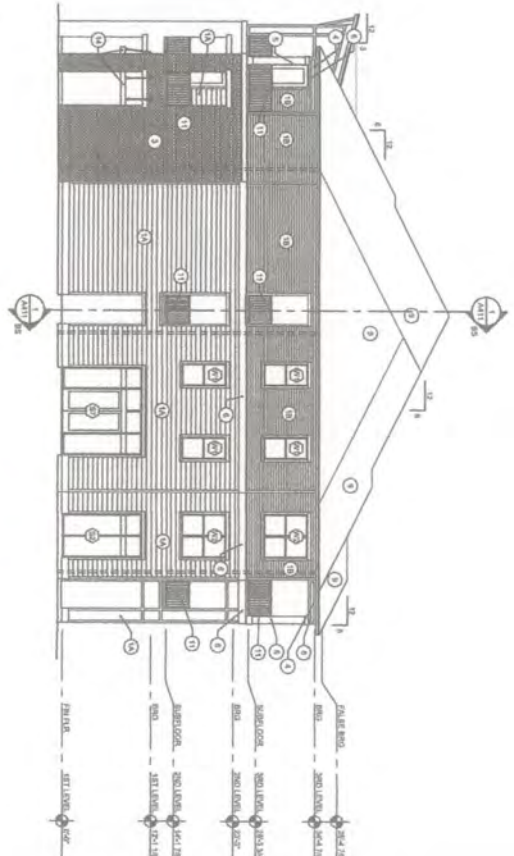
Issue No.	Date	Description
1	03.31.17	REV PDW/MT SET

**THRASH DEVELOPMENT**

**A312**

Project Location: 1519 30<sup>th</sup> Street  
 Project No.: 1512  
 Date: 03/31/17  
 Checked By: FRC  
 Project Name: 1519 30<sup>th</sup>  
 Ocean Springs, FL  
 Project No.: 1512  
 Project Name: 1519 30<sup>th</sup>  
 Ocean Springs, FL  
 Project No.: 1512  
 Project Name: 1519 30<sup>th</sup>  
 Ocean Springs, FL

2 MIX 2 - EXTERIOR ELEVATION  
RIGHT



**MATERIAL LEGEND**

1	PRIME CABINET LAMINATE
2	SMOOTH 1/2\"/>
3	STUCCO
4	BRICK VENEER RUNNING DOWN FRONT
5	PRIME CABINET PANEL
6	PRIME CABINET DOOR/SLIP
7	PRIME CABINET SMOOTH TRIM
8	CONCRETE BRACKET
9	PRIME CABINET TRIM
10	PRIME CABINET TRIM
11	PRIME CABINET TRIM
12	PRIME CABINET TRIM
13	PRIME CABINET TRIM
14	PRIME CABINET TRIM
15	PRIME CABINET TRIM
16	PRIME CABINET TRIM
17	PRIME CABINET TRIM
18	PRIME CABINET TRIM
19	PRIME CABINET TRIM
20	PRIME CABINET TRIM
21	PRIME CABINET TRIM
22	PRIME CABINET TRIM
23	PRIME CABINET TRIM
24	PRIME CABINET TRIM

**Issues and Revisions**

NO.	DATE	DESCRIPTION
1	08.11.17	ISSUE FOR PERMIT
2		
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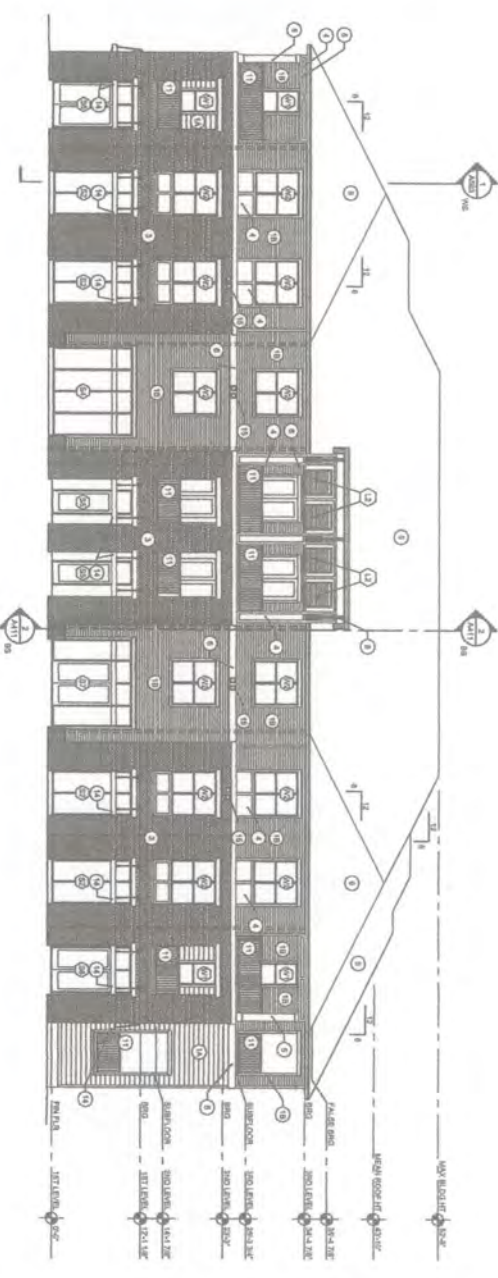
**FRED R. CHECK**  
ARCHITECTURAL SERVICES, P.A.  
1501 Flagland Drive  
Ocala, Florida 34476  
Tel: 352.236.1111  
Fax: 352.236.1112  
www.fredrcheck.com

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DATE: 08/11/17  
DRAWN: J. S. SMITH  
CHECKED: J. S. SMITH  
SCALE: AS SHOWN

1 MIX 2 - EXTERIOR ELEVATION  
FRONT

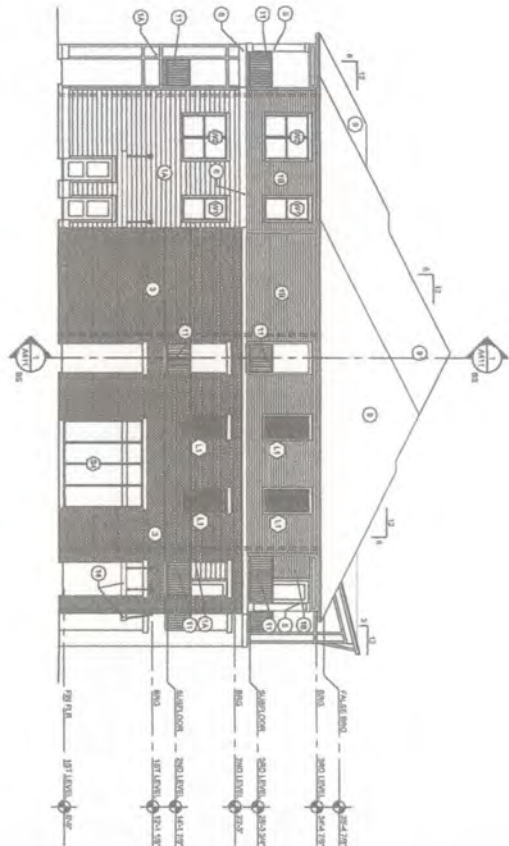


**THRASH DEVELOPMENT**

1501 Flagland Drive  
Ocala, Florida 34476  
Tel: 352.236.1111  
Fax: 352.236.1112  
www.fredrcheck.com

**A321**

DATE: 08/11/17  
DRAWN: J. S. SMITH  
CHECKED: J. S. SMITH  
SCALE: AS SHOWN



**MATERIAL LEGEND**

1	FIBER CONCRETE L&T SCISSOR
2	SMOOTH, F&B BOARDS, FINISHED
3	SMOOTH, F&B BOARDS, FINISHED
4	SMOOTH, F&B BOARDS, FINISHED
5	SMOOTH
6	SMOOTH, F&B BOARDS, FINISHED
7	SMOOTH, F&B BOARDS, FINISHED
8	SMOOTH, F&B BOARDS, FINISHED
9	SMOOTH, F&B BOARDS, FINISHED
10	SMOOTH, F&B BOARDS, FINISHED
11	SMOOTH, F&B BOARDS, FINISHED
12	SMOOTH, F&B BOARDS, FINISHED
13	SMOOTH, F&B BOARDS, FINISHED
14	SMOOTH, F&B BOARDS, FINISHED
15	SMOOTH, F&B BOARDS, FINISHED
16	SMOOTH, F&B BOARDS, FINISHED
17	SMOOTH, F&B BOARDS, FINISHED
18	SMOOTH, F&B BOARDS, FINISHED
19	SMOOTH, F&B BOARDS, FINISHED
20	SMOOTH, F&B BOARDS, FINISHED
21	SMOOTH, F&B BOARDS, FINISHED
22	SMOOTH, F&B BOARDS, FINISHED
23	SMOOTH, F&B BOARDS, FINISHED
24	SMOOTH, F&B BOARDS, FINISHED

**FRED R. CHECK**  
 ARCHITECTURAL SERVICES, P.A.  
 1520 Highland Drive  
 Suite 200, Fort Lauderdale, FL 33304  
 Phone: 954-575-1111  
 Fax: 954-575-1112  
 www.fredrcheck.com

**PROJECT INFORMATION**  
 PROJECT: A322  
 DATE: 03.31.17  
 DRAWING NO.: 17-01-01

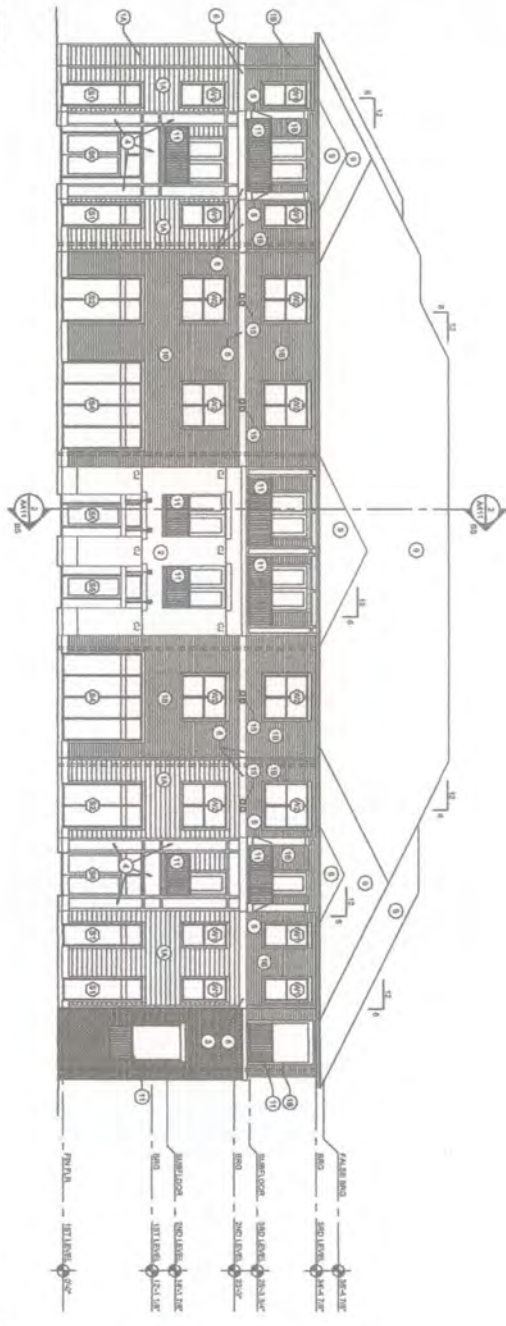
**ISSUES AND REVISIONS**

No.	Date	Description
1	03.31.17	ISS. PERMITS SET

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1 MIX 2 - EXTERIOR ELEVATION  
 RIGHT



**THRASH DEVELOPMENT**

**PROJECT INFORMATION**  
 PROJECT: A322  
 DATE: 03.31.17  
 DRAWING NO.: 17-01-01

**ISSUES AND REVISIONS**

No.	Date	Description
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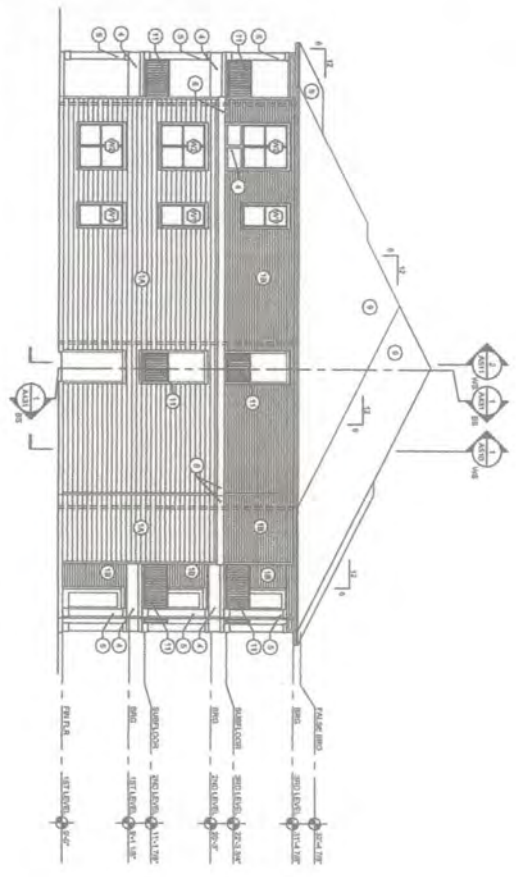
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A322

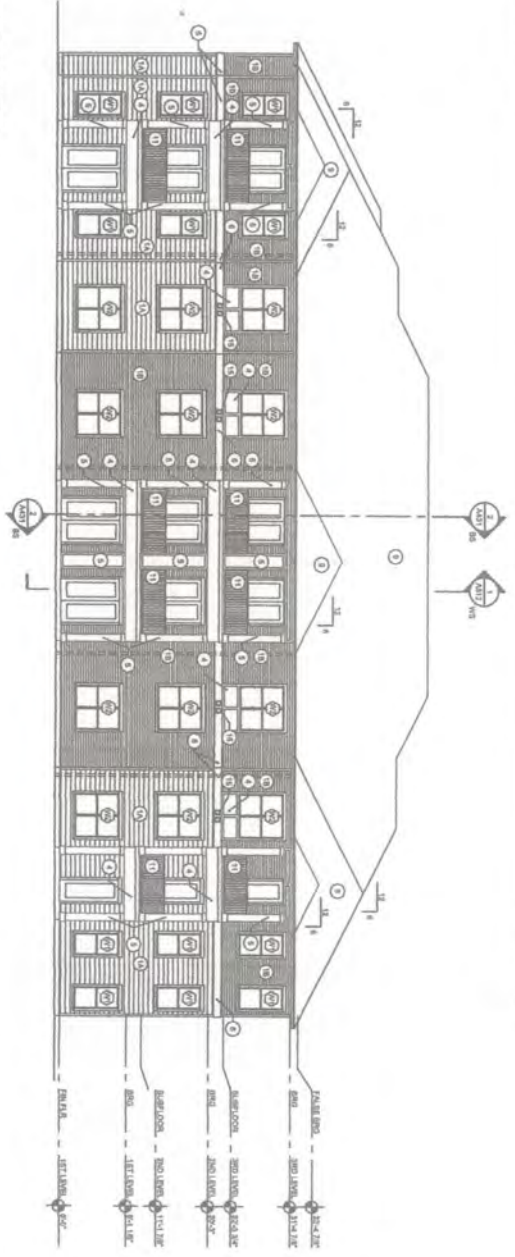


2 MIX 3 - EXTERIOR ELEVATION LEFT



1/8\"/>

1 MIX 3 - EXTERIOR ELEVATION REAR



1/8\"/>

**MATERIAL LEGEND**

1. FINE GRANT COLUMBIAN VIEW
2. FINE GRANT COLUMBIAN VIEW
3. BRICK
4. BRICK VENEER (RANDOM BOND)
5. FINE GRANT SMOOTH TRIM
6. FINE GRANT SMOOTH TRIM
7. CHAMPION BRACKET
8. 42\"/>

**Issues and Revisions**

No.	Date	By	For
1	03.31.17	MKS	ISSUE FOR SET
2			
3			
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5			
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7			
8			
9			
10			

**FRED R. CHEEK**

ARCHITECTURAL SERVICES, P.A.

1501 1/2 Street NE, Suite 100  
Atlanta, Georgia 30316  
Phone: 404.525.1111  
Fax: 404.525.1112  
www.fredcheek.com

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**FOR CONSTRUCTION DOCUMENTATION ONLY**

**THRASH DEVELOPMENT**

Project Name: A332

Client: THRASH DEVELOPMENT

Architect: FRED R. CHEEK ARCHITECTURAL SERVICES, P.A.

Scale: 1/8\"/>



**EXHIBIT "C"**  
**Certificates**

**Owner's Dedication**

As Owner, The Inlet, LLC, has caused the Real Property to be surveyed and improvements located as delineated thereon and has dedicated the same as The Inlet Condominiums pursuant to the Mississippi Condominium Law, Section 89-9-1, et seq., Mississippi Code of 1972 Annotated, as Amended, and as set forth in a Declaration of Condominium filed in the Office of the Chancery Clerk of Jackson County, Mississippi, in Deed Book \_\_\_\_\_, beginning at Page \_\_\_\_\_, and the undersigned Owner does hereby dedicate those areas within their condominium plan or plat designated or shown as driveways, walkways, lawns and as parking, landscape, recreation and maintenance areas to be common areas intended for the common use and enjoyment by the Unit Owners in and of The Inlet Condominiums and are not dedicated for use by the general public.

Executed this 19 day of April, 2018.

THE INLET, LLC

BY: [Signature]  
Its managing member

STATE OF MS

COUNTY OF Lamar

Personally appeared before me, the undersigned authority in and for the said county and stated, on this 19 day of April, 2018, within my jurisdiction, the within named Ike W. Thrash who acknowledged that he is managing member of The Inlet, LLC, a Mississippi limited liability company, and that for and on behalf of said limited liability company, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

[Signature]  
NOTARY PUBLIC

My Commission Expires:





**Consent of Holder of Security Interest**

The Citizens National Bank of Meridian, holder of a security interest in the Real Property, consents to the recordation of the Declaration and the Plans exhibited therewith.

THE CITIZENS NATIONAL BANK  
OF MERIDIAN

BY: J. Kevin Brewer  
ITS: Regional President

STATE OF Mississippi  
COUNTY OF Lamar

PERSONALLY APPEARED BEFORE ME on the 5<sup>th</sup> day of April, 2018, the undersigned authority in and for the above jurisdiction, J. Kevin Brewer, who for and on behalf of THE CITIZENS NATIONAL BANK OF MERIDIAN, and as its act and deed, and having first been duly authorized to do so, acknowledged before me that he signed, sealed and delivered the above and foregoing writing on the day, month and year therein mentioned.



Kelly R. Briscoe  
NOTARY PUBLIC

Surveyor's Certificate

I, the undersigned Nathan Smith, Professional Land Surveyor, do hereby certify that I have made a survey of the Real Property hereinabove dedicated as The Inlet Condominiums and delineated on the condominium Plans or the plat exhibited therewith, and that the measurements and other data are correct to the best of my knowledge and belief.

Witness my signature, this the 6 day of April, 2018.

Nathan Smith  
SURVEYOR

STATE OF MS  
COUNTY OF Madison

PERSONALLY APPEARED BEFORE ME on the 6 day of April, 2018, the undersigned authority in and for the above jurisdiction, \_\_\_\_\_, Professional Land Surveyor, who acknowledged before me that he signed, sealed and delivered the above and foregoing writing on the day, month and year therein mentioned.

Stephanie Eldridge  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_



**EXHIBIT "D"**  
**COA - Articles of Incorporation**

**F0001**

**2017002020**

**Fee: \$ 50**



**DELBERT HOSEMANN**  
*Secretary of State*

**P.O. BOX 136**  
**JACKSON, MS 39205-0136**

**TELEPHONE: (601) 359-1633**

## Articles of Incorporation

### **Business Information**

***Business Type:*** Non-Profit Corporation

***Business Name:*** The Inlet Condominiums Owners' Association, Inc.

***Period of Duration:*** Perpetual

***Initial planned non-profit activity:*** Homeowners Association

### **Registered Agent**

***Name:*** Brian A Montague

***Address:*** 25 Town Center Square  
Hattiesburg, MS 39402

### **Signature**

The undersigned certifies that:

- 1) he/she has notified the above-named registered agent of this appointment;
- 2) he/she has provided the agent an address for the company, and;
- 3) the agent has agreed to serve as registered agent for this company

By entering my name in the space provided, I certify that I am authorized to file this document on behalf of this entity, have examined the document and, to the best of my knowledge and belief, it is true, correct and complete as of this day **01/04/2017**.

***Name:***

Brian A Montague  
*Incorporator*

***Address:***

25 Town Center Square  
Hattiesburg, MS 39402

### **Mailing Instructions**

Please make the \$ 50 check for the filing fee payable to the MISSISSIPPI SECRETARY OF STATE. Mail the completed form with payment to SECRETARY OF STATE, PO BOX 136, JACKSON, MS 39205-0136. For assistance contact a customer service representative at (601) 359-1633 or visit our website at <http://sos.ms.gov>.

**EXHIBIT "E"**  
**COA - By-Laws**

**BYLAWS**

**of**

**THE INLET CONDOMINIUMS OWNERS' ASSOCIATION, INC.**

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of  
**BYLAWS**  
of  
**THE INLET CONDOMINIUMS OWNERS' ASSOCIATION**

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**BYLAWS  
OF THE  
THE INLET CONDOMINIUMS OWNERS' ASSOCIATION**

**ARTICLE 1.  
DEFINITIONS**

**Section 1.01.** **Same Meaning.** All words and terms defined in Article I of the DECLARATION OF CONDOMINIUM OF INLET CONDOMINIUMS ("Declaration"), to which these Bylaws are attached, or elsewhere defined in said Declaration shall have the same meaning herein unless the context clearly indicates a different meaning.

**Section 1.02.** **"Association"** means The Inlet Condominiums Owners' Association.

**Section 1.03.** **"Board of Directors" or "Board"** means the Board of Directors of the Association, as referred to in the Act.

**Section 1.04.** **"Members"** mean the Unit Owner or Unit Owners, as the case may be.

**ARTICLE 2.  
THE ASSOCIATION**

**Section 2.01. Name and Location.** These are the Bylaws of The Inlet Condominiums Owners' Association, a Mississippi not-for-profit corporation. The Association is located in Ocean Springs, Jackson County, Mississippi, and has been established as a Condominium Project and submitted to the Mississippi Condominium Law, Sections 89-9-1 et seq., MCA, by a Declaration of Condominium filed simultaneously herewith. The Units are more specifically described in said Declaration and exhibits thereto.

**Section 2.02. Principal Office.** The principal office of the Association shall be located at 19 Woodstone Plaza, Hattiesburg, MS 39402, or such other place as may be designated by the Association.

**Section 2.03. Purposes.** This Association is formed to serve as the means through which the Unit Owners administer, manage and operate under the provisions of the Mississippi Condominium Law, Sections 89-9-1 et seq., MCA, as amended.

**Section 2.04. Applicability of Bylaws.** The Association, all Unit Owners, and all persons using any portion of the Condominiums, shall be subject to these Bylaws and to all rules and regulations which may be promulgated hereunder.

**Section 2.05. Composition of Association.** The Association shall be composed of and have as its members all of the Unit Owners including the Declarant and the Association to the extent that either the Declarant or the Association owns any Units. If a Unit Owner is a trust, then the member shall be the beneficiary of such trust, or if a Unit Owner or such beneficiary is a corporation or partnership, the member may be an officer, shareholder, partner or employee of such Unit Owner or beneficiary. The Association shall have one class of members. The Declarant must transfer control of the Association to the Unit Owners in accordance with the Declaration of Condominium.

### **ARTICLE 3.**

#### **MEETINGS OF THE ASSOCIATION**

**Section 3.01. Annual Meetings.** The first regular annual meeting of Unit Owners (the "First Meeting") may be held, subject to the terms hereof, on any date, at the option of the Board, provided, however, that the said First Meeting shall be held within three (3) months of the issuance of a Use and Occupancy Permit from the Jackson County Office of Construction Code Enforcement. Each subsequent regular annual meeting shall be held on the second Tuesday in February at 7:00 pm in the meeting room of the Condominiums or at such other time, date and location as may be established through amendment hereof.

**Section 3.02. Special Meetings.** Special meetings of the Association may be called by the president or by a majority of the Board of Directors and must be called by such president upon receipt of a written request from Unit Owners representing in the aggregate twenty (20%) percent of the votes entitled to be cast by the members of the Association stating the purpose of the special meeting. Business transacted at a special meeting shall be confined to the purposes stated in the notice.

**Section 3.03. Notice of Meetings.** Notice of all meetings of the Association stating the time and place and the objects for which the meeting is being called, shall be given by the president, secretary, or by a Director designated by a majority of the Board of Directors to give such notice. Such notice shall be in writing and mailed to each Unit Owner at his address as it appears on the books of the Association not less than ten (10) nor more than thirty (30) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of a meeting may be waived by any Unit Owner before or after such meeting. When a meeting is

adjourned for less than thirty (30) days, no notice of the adjourned meeting need be given to those Unit Owners present at the adjourned meeting other than by announcement at the meeting at which such adjournment takes place.

**Section 3.04. Voting.** The aggregate number of votes for all members of the Association shall be equivalent to the number of Units and the Member or Members owning a particular Unit shall have one vote representing each such Unit. If a Unit Owner has a combined Unit, he shall be entitled to one vote for each Unit computed prior to the combining of the Units. The Board of Directors shall be entitled to vote as a Member on behalf of any Unit which has been acquired by or on behalf of the Association; provided, however, that the Board of Directors shall not be entitled to vote on behalf of such Unit in any election of Directors. The Declarant may exercise the voting rights with respect to Units owned by it.

No Unit Owner who is in default in the payment of his assessments hereunder shall be entitled to exercise his right to vote hereunder until he has cured such default. A Unit Owner shall be deemed to be in default if he has not paid his assessments to the Board, or its agent, within thirty (30) days after it becomes due. A Unit Owner may protest the amount of the assessment, but it still must be paid during the pendency of the protest to the Board with no offset.

**Section 3.05. Proxies.** A vote may be cast in person or by proxy. A proxy given by a Unit Owner to any person who represents such Owner at meetings of the Association shall be in writing and signed by such Owner and shall be filed with the secretary of the Association. No proxy shall be valid after the meeting for which the proxy was solicited and given unless otherwise expressly stated in the proxy and every proxy shall automatically cease upon the sale of the Unit owned by the person giving such proxy.

**Section 3.06. Fiduciaries.** An executor, administrator, guardian or trustee (except a trustee under any deed of trust or mortgage) may vote, in person or by proxy, at any meeting of the Association with respect to any Unit owned or held by him in such capacity whether or not the same shall have been transferred to his name; provided that he shall satisfy the secretary of the Association that he is the executor, administrator, guardian or trustee holding such Unit in such capacity.

**Section 3.07. Joint Owners.** Whenever any Unit is owned by two or more persons jointly, according to the records of the Association, the vote of such Unit may be exercised by any one of the Owners then present in the absence of protest by a co-owner. In the event of such protest, no one co-owner shall be entitled to cast the vote for that Unit without the approval of all co-owners. In the event of disagreement among the co-owners, the vote of such Unit shall be divided according to the percentage ownership of the Unit (with a tenant by the entirety being treated as a fifty percent (50%) owner of property held in such estate) in determining the number of votes given in favor of or in opposition to the matter under consideration by the Association.

**Section 3.08. Quorum of Unit Owners.** A quorum at any meeting of the Association shall consist of Owners entitled to cast at least twenty-five (25%) percent of the votes then entitled to be cast at such a meeting of the Association. The subsequent joinder of a Unit Owner in the action taken at a meeting of the Association, by signing and concurring in the minutes thereof, shall constitute the presence of such person for the purpose of determining a quorum. When a quorum is once present at a meeting, it cannot be broken by the subsequent withdrawal of one or more Unit Owners. If any meeting of the Association cannot be held because of a lack of quorum, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

**Section 3.09. Majority Vote.** A majority of the votes entitled to be cast by Unit Owners present, in person or by proxy, at a meeting at which a quorum is present, shall be binding upon all Unit Owners for all purposes except on any matter or question where a higher percentage of votes is required by the Declaration, by these Bylaws or by the Act.

**Section 3.10. Order of Business.** The order of business at annual meetings of the Association shall be:

- a. Calling of the roll and certifying of proxies.
- b. Proof of notice of meeting or waiver of notice.
- c. Reading of minutes of preceding meeting.
- d. Reports of officers.
- e. Reports of committees, if any.
- f. Election of Directors.
- g. Unfinished business.
- h. New business.
- i. Adjournment.

**Section 3.11. Roberts' Rules of Order.** All meeting of the Association shall be conducted according to Roberts' Rules of Order.

#### **ARTICLE 4.**

##### **BOARD OF DIRECTORS**

Subject to the Declaration, including but not limited to Section 7.11 thereof ("Proviso"), this Article governs the Board of Directors:

**Section 4.01. Number, Election and Term of Office.** The affairs of the Association shall be governed by a Board of Directors composed of not less than three (3) or more than five (5) persons. Directors shall be elected at the regular annual meeting of Association Members by the vote of Unit Owners, except that the Directors constituting the first Board of Directors (the "First Board") shall be appointed by the Declarant. Terms for Directors (other than the First Board appointed by the Declarant) shall be at least one (1) Director shall hold office until the next regular annual meeting of the Association Members, at least one (1) Director shall hold office until the second regular annual meeting of Association Members, and at least one (1) Director shall hold office until the third regular annual meeting of Association Members. Any other Directors shall be elected for such term as determined by the first Board. Thereafter Directors shall be elected for that specific term of office. Upon the death, resignation or removal of any Director of the first Board, the Declarant shall designate a new Director to fill the unexpired term of such Director. Those candidates for election as Director receiving the greatest number of votes cast either in person or by proxy at the meeting shall be elected. No cumulative voting shall be allowed.

**Section 4.02. Qualifications.** Except for Directors of the First Board or their replacements, each Director shall be a Unit Owner or the spouse of a Unit Owner (or, if a Unit Owner is a trustee of a trust, a Director may be a beneficiary of such trust and if a Unit Owner or such beneficiary is a corporation, limited liability company or partnership, a Director may be an officer, shareholder, member, partner or employee of such Unit Owner or beneficiary or of any other partnership, limited liability company or corporation which is a partner, member, shareholder or owner of such Unit Owner or beneficiary). If a Director shall cease to meet such qualifications during his term, he shall thereupon cease to be a Director and his place on the Board of Directors shall be deemed vacant. For purposes of this section, the officers of Declarant shall be considered co-owners of any Units owned by the Declarant.

**Section 4.03. Vacancies.** Vacancies in the Board of Directors, except for the First Board or replacements thereon, caused by any reason other than the removal of a Director by vote of the Association shall be filled by vote

of the majority of the remaining Directors, even though they may constitute less than a quorum, or by a sole remaining Director. Each person so elected shall be a Director until a successor is elected to fill the unexpired term at the next annual meeting of the Association or the next special meeting of the Association called for that purpose.

**Section 4.04. Removal of Directors.** At any regular or special meeting of the Association duly called, any one or more of the Directors may be removed for cause by a majority of the votes entitled to be cast by Unit Owners present in person or by proxy, and a successor shall be elected at that meeting to fill the vacancy thus created. The notice of any such meeting shall state that such removal is to be considered and any Director whose removal has been proposed shall be given an opportunity to be heard at such meeting.

**Section 4.05. Powers and Duties.** The Board of Directors shall have all of the powers, rights and duties necessary for the administration of the affairs of the Association, and any power, right or duty which the Association has, whether created by law or by the provisions of the Declaration or these Bylaws, shall be exercised by the Board of Directors, except for those powers, rights and duties as by law or by the Declaration or these Bylaws may not be or are not delegated to the Board of Directors by the Unit Owners. The powers, rights and duties to be exercised by the Board of Directors shall include but shall not be limited to the following:

- a. Operation, care, upkeep, maintenance, repair and replacement of the General Common Elements
- b. Determination of the amounts required for the operation, maintenance and conduct of all affairs of the Association, including the preparation of the annual budget, and the making of such expenditures.
- c. Collection of the Common Expenses from the Unit Owners.
- d. Collection of such amounts as may be owed to the Association by individual Unit Owners.
- e. Employment and dismissal of such personnel as are necessary for the efficient maintenance, upkeep and repair of the Common Elements.
- f. Employment of Managing Agents as necessary for the efficient general supervision, operation, care, upkeep and maintenance of the Common Elements. The Board of Directors may employ a professional management company to manage the Condominium Project and such professional management company may be a corporation or company related to the Declarant, provided such fees are consistent with the fees charged by other management companies in Mississippi rendering similar services.
- g. Employment of legal, accounting or other personnel to perform such services as may be required for the proper and efficient administration of the Association.

h. Opening of bank accounts on behalf of the Association and designating the signatories required for the withdrawal of funds.

i. Purchasing units within the Condominium Project in the name of the Association or its designee on behalf of all Unit Owners as provided for in the Declaration.

j. Selling, leasing, mortgaging, voting the votes appurtenant to, other than for the election of Directors, or otherwise dealing with Units acquired by the Association or its designee on behalf of all Unit Owners.

k. Obtaining insurance or bonds pursuant to the provisions of the Declaration and these Bylaws.

l. Making additions and improvements to or alterations of the Common Elements; provided, however, that no such project may be undertaken by the Board of Directors if the total costs are expected to exceed the amount of Twenty-Five Thousand and No/100 (\$25,000.00) Dollars unless required for emergency repair, protection or operation of the Common Elements or unless the Unit Owners have enacted a resolution authorizing such project by a majority vote of the Unit Owners.

m. Enforcement of the provisions of the Declaration, these Bylaws, and any rules and regulations adopted by Declarant by any legal means or proceedings, including through imposition of fines of up to \$100.00 per day for each day of a continuing violation and up to a maximum fine of \$5,000.00, with attendant rights to record and enforce a lien, all under such procedures as the Board may establish from time to time, said procedures always to include the right to notice and a hearing.

n. Production and enforcement of reasonable rules and regulations concerning the use of the Common Elements, the maintenance of the Condominium Project, or other matters of common interest within the Condominium Project.

o. Election and removal of officers of the Association as provided herein.

p. Determination of the fiscal year of the Association and change of the fiscal year from time to time as the Board deems advisable.

q. Unless otherwise provided herein or in the Declaration, compliance with the instructions of a resolution adopted by a majority vote of the Unit Owners at any annual or special meeting of the Unit Owners.

r. Exercising all other powers and duties of the Board of Directors under the Declaration, these Bylaws and applicable law.



**Section 4.06. Managing Agent.** The Board of Directors may employ for the Owners' Association a "Managing Agent" at a compensation to be agreed upon by the Board of Directors.

a. **Requirements.** The Managing Agent shall be a bona fide business enterprise. Such firm shall have experience in the management of condominium projects previously and shall employ persons possessing a high level of competence in the technical skills necessary for proper management. The Managing Agent must be able to advise the Board of Directors regarding the administrative operation and shall employ personnel knowledgeable in the areas of condominium insurance, accounting, contract negotiation, labor relations and condominium regulation and administration.

b. **Duties.** The Managing Agent shall perform such duties and services as the Board of Directors shall direct. The Board of Directors may delegate to the Managing Agent all of the powers granted to the Board of Directors by these Bylaws other than the powers set forth in subsections 4.05(f), (h), (i), (j), (l), (n), (o) and (p). The Managing Agent shall perform the obligations, duties and services relating to the management of the General Common Elements and the Limited Common Elements that are to be maintained as General Common Elements.

c. **Standards.** The Board of Directors shall impose appropriate standards of performance upon the Managing Agent. Unless the Managing Agent is instructed otherwise by the Board of Directors:

1. the accrual method of accounting shall be employed and expenses required by these Bylaws to be charged to less than all Unit Owners shall be accounted for separately;
2. two or more persons shall be responsible for handling cash in order to maintain adequate financial control procedures;
3. cash accounts of the Owners' Association shall not be commingled with any other accounts.
4. no remuneration shall be accepted by the Managing Agent from vendors, independent contractors or others providing goods or services to the Owners' Association whether in the form of commissions, finders fees, service fees or otherwise and any discounts received shall benefit the Owners' Association.
5. any financial or other interest which the Managing Agent may have in any firm providing goods or service to the Owners' Association shall be disclosed promptly to the Board of Directors; and

6. a monthly financial report for the preceding month shall be prepared for the Board of Directors on or before the 15th day of each month containing:
  - A. an income statement reflecting all income and expense activity for the preceding month on an accrual basis;
  - B. an account activity statement reflecting all receipt and disbursement activity for the preceding month on a cash basis;
  - C. an account status report reflecting the status of all accounts in an "actual" versus "projected" (budget) format;
  - D. a balance sheet reflecting the financial condition of the Owners' Association on an unaudited basis;
  - E. a budget report reflecting any actual or pending obligations which are in excess of budgeted amounts by an amount exceeding the operating reserves or ten percent (10%) of a major budget category (as distinct from a specific line item in an expanded chart of accounts); and
  - F. a delinquency report listing all Unit Owners who are delinquent in paying condominium assessments and describing the status of any actions to collect such assessments.

d. **Limitations.** The Board of Directors may employ a Managing Agent for a term not to exceed one year. The Owners' Association and the Board of Directors shall not undertake "self-management" or fail to employ a Managing Agent without the consent of a majority of the Unit Owners and the consent of mortgagees together holding seventy-five (75%) percent of the first mortgages on the Condominium Units. Any contract with the Managing Agent must provide that it may be terminated, without payment of a termination fee, without cause on any more than ninety (90) days written notice and with cause on no more than thirty (30) days written notice.

**Section 4.07. Regular and Special Meetings.** Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time, by a majority of the Directors. Special meetings of the Board of Directors may be called by the president and must be called by the secretary at the written request of at least two Directors. Notice of any special meeting shall be given to each Director, personally or by mail or telephone, at least seven (7) days prior to the date of such meeting and shall state the time, place and purpose of such meeting.

**Section 4.08. Waiver of Notice.** Any Director may, at any time, waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall constitute a waiver by him of notice of the time and place thereof. If all of the Directors are present at any meeting, no notice shall be required and any business may be transacted at such meeting.

**Section 4.09. Quorum of Board of Directors.** At all meetings of the Board of Directors a majority of the Directors shall constitute a quorum for the transaction of business and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors less than a quorum should be present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

**Section 4.10. Compensation.** No Director shall receive any compensation from the Association for acting as such other than reimbursement for out of pocket expenses.

**Section 4.11. Liability and Indemnification of Directors, Manager or Managing Agent.** The Directors shall not be liable to the Association or any Unit Owner for any mistake of judgment, negligence, or otherwise, except for their own gross or willful nonfeasance, misfeasance, malfeasance, or bad faith. The Association shall indemnify and hold harmless each Director and the manager or Managing Agent, if any, against all contractual liability to others arising out of contracts made by the Board of Directors, manager or Managing Agent on behalf of the Association or any Unit Owner or Owners unless any such contract shall have been made in bad faith. Each Director and the manager or Managing Agent, if any, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred or imposed upon them in connection with any proceeding to which they may be a party, or in which they may become involved, by reason of being or having been a Director, manager or Managing Agent, and shall be indemnified upon any reasonable settlement thereof, provided, however, there shall be no indemnity if the Director, manager or Managing Agent is adjudged guilty of gross or willful nonfeasance, misfeasance, malfeasance or bad faith in the performance of his duties.

**Section 4.12. Fidelity Bonds.** The Board of Directors may require that any or all officers or employees of the Association or of the Managing Agent who handle or are responsible for Association funds shall furnish such

fidelity bond as the Board of Directors deems adequate. The premiums on any bonds of officers or employees of the Association shall be a Common Expense.

## **ARTICLE 5.**

### **OFFICERS**

**Section 5.01. Designation.** The principal officers of the Association shall be the president, the secretary, and the treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may also appoint, as it deems necessary, assistants to such officers or other officers. The president shall be an ex officio member of the Board of Directors and a Unit Owner. Any other officer may, but need not, be a Unit Owner or a member of the Board of Directors.

**Section 5.02. Election of Officers.** The officers of the Association shall be elected annually by the Board of Directors and shall hold office for a term of one (1) year or until their successors are elected. If any office shall become vacant the Board of Directors shall elect a successor to fill the unexpired term at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors called for such purpose.

**Section 5.03. Removal of Officers.** Upon the affirmative vote of a majority of the Board of Directors, any officer may be removed, either with or without cause, and his successor may be elected at any regular or special meeting of the Board of Directors called for such purpose.

**Section 5.04. President.** The president shall be the chief executive officer of the Association. He shall preside at all meetings of the Association. He shall have all of the general powers and duties which are usually vested in the chief executive officer of an association, including but not limited to the power to appoint committees from among the Unit Owners from time to time as he may in his discretion decide is appropriate for the efficient conduct of the affairs of the Association.

**Section 5.05. Secretary.** The secretary shall keep the minutes of all proceedings of the Board of Directors and the minutes of all meetings of the Association. He shall attend to the giving and serving of all notices to Unit Owners and Directors and other notices as required by law or by the provisions of the Declaration or these Bylaws. He shall keep the records of the Association, except for those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of a corporation and as may be required by the Board of Directors or the president. The Secretary, unless another Director has been chosen by the Board of Directors, shall act as temporary

President, taking the place of the president and performing his duties whenever the President is absent or unable to act.

**Section 5.06. Treasurer.** The treasurer (together with the Managing Agent) shall have the responsibility for Association funds and securities, shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements as provided for in the Bylaws and for the preparation of required financial statements, shall be responsible for the deposit of all moneys in such depositories as may from time to time be designated by the Board of Directors, and shall disburse funds of the Association upon properly authorized vouchers. The treasurer shall perform all other duties incident to the office of treasurer of a corporation and such other duties as may be assigned to him by the Board of Directors or the president.

**Section 5.07. Execution of Instruments.** All agreements, contracts, deeds, leases and other instruments of the Association, except checks, shall be executed by such person or persons as may be designated by general or special resolution of the Board of Directors and, in the absence of any general or special resolution applicable to any such instrument, then such instrument shall be signed by the president. All checks shall be signed by the treasurer, or in his absence or disability, by the president or any duly elected assistant-treasurer or by such other person or persons as may be designated by resolution of the Board of Directors.

**Section 5.08. Compensation of Officers.** No officer who is a member of the Board of Directors or a Unit Owner shall receive any compensation from the Association for acting as an officer unless such compensation is authorized by resolution duly adopted by the Board of Directors. The Board of Directors may also fix any compensation to be paid to other officers.

## ARTICLE 6.

### BUDGET EXPENSES AND ASSESSMENTS

**Section 6.01. Budget.** The Board of Directors shall from time to time, and at least annually, prepare a budget for the Association that complies with the Condominium Documents, estimate the Common Expenses expected to be incurred less any previous over-assessment, and assess the Common Expenses to each Unit Owner in the same percentage as that attributed to any Unit owned by such Owner.

Expenses attributed to individual Unit Owners shall be charged to such Unit Owners. The Board of Directors shall advise each Unit Owner in writing of the amount of Common Expenses payable by him and furnish copies of

each budget on which such Common Expenses are based to all of the Unit Owners and, if requested, to their mortgagees.

**Section 6.02. Determination of Common Expenses.** Common Expenses shall include:

- a. Expenses of an administrator, manager and/or Managing Agent.
- b. Expenses of maintenance, repair or replacement of General Common Elements and Limited Common Elements, in accordance with the Condominium Documents.
- c. Premiums or other costs of insurance or bonds obtained in accordance with these Bylaws, except such insurance costs as are attributable solely to individual Units.
- d. A general operating reserve.
- e. Reserve for replacements and deferred maintenance.
- f. Any deficit in Common Expenses for any prior period.
- g. Any expenses incurred as the result of a purchase by the Association of a Unit.
- h. Any other items properly chargeable as an expense of the Association or resulting from any function or activity for which the Association is responsible.
- i. Tax assessments in the event that such assessments should ever be charged to the Condominium Project as a whole.

The costs of maintenance, insurance, upkeep, repair, and replacement of the Reserved Parking Places shall be deemed a Common Expense that is attributable to and assessable solely against the Units to which they constitute Limited Common Elements.

**Section 6.03. Assessment of Common Expenses.** In accordance with the provisions of the Declaration and these Bylaws, all Unit Owners shall be required to pay the Common Expenses assessed against their respective Units by the Board of Directors. The Board of Directors, on behalf of the Association, shall give notice, annually and in writing, to each Unit Owner of the amount of the annual assessment charged his Unit for the twelve-month period to begin on a date designated by the Board of Directors. The said assessment for Common Expenses shall be payable monthly in twelve (12) equal installments on the first day of each month. Any monthly installment which remains unpaid following the expiration of thirty (30) days from the day when payments are due, shall be delinquent. Delinquent payments shall bear interest from the date the payment became due at the highest allowed by applicable law. Assessments shall begin on the date of transfer of a Unit to the Unit Owner.

**Section 6.04. Statement of Common Expenses.** The Board of Directors shall promptly provide any Unit Owner, who so requests in writing, a certified written statement of his unpaid Common Expenses. Such statement shall also be provided to any mortgagee making such request in writing.

## **ARTICLE 7.**

### **RECORDS AND AUDITS**

**Section 7.01. General Records.** The Board of Directors and the Managing Agent or manager shall keep detailed records of the actions of the Board of Directors and the Managing Agent or manager, minutes of the meetings of the Board of Directors, minutes of the meetings of the Association, current copies of the Declaration, Bylaws and Association's rules concerning the Condominium Project, and any available financial statements which shall be available for inspection by Unit Owners, or by holders, insurers and guarantors of first mortgages that are secured by Units, during normal business hours or under other reasonable circumstances. The Board of Directors shall maintain a list of Owners entitled to vote at meetings of the Association.

**Section 7.02. Records of Receipts and Expenditures.** The Board of Directors and Managing Agent shall keep detailed accurate records in chronological order of the receipts and expenditures affecting the Condominium Project and its administration, specifying the maintenance and repair expenses of the Common Elements and any other expenses incurred, which records shall be available for examination as set forth in Section 7.01.

**Section 7.03. Assessment Roll.** The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Unit. Such account shall designate the name and address of the Owners, the amount of each assessment against the Owners, the dates and amounts in which the assessment comes due, the amounts paid upon the account, and the balance due on the assessments.

**Section 7.04. Payment of Vouchers.** The Treasurer shall pay all vouchers up to One Thousand and No/100 (\$1,000.00) Dollars which have been signed by the President, or other person authorized to sign such vouchers by the Board of Directors. Any voucher in excess of One Thousand and No/100ths (\$1,000.00) Dollars shall require signatures of any two (2) of the President, Treasurer and Secretary or other person authorized to sign such vouchers by the Board of Directors.

**Section 7.05. Reports and Audits.** An annual report of the receipts and expenditures of the Association shall be rendered by the Board of Directors to all Unit Owners, and to all mortgagees of Units who have requested the same, promptly after the end of each fiscal year. From time to time, the Board of Directors, at the expense of the

Association, may obtain an audit of the books and records pertaining to the Association and furnish copies thereof to the Owners. At any time any Owner or mortgage holder may, at his own expense, cause an audit or inspection to be made of the books and records of the Association.

## **ARTICLE 8.**

### **INSURANCE**

In addition to and not in lieu of insurance requirements set out elsewhere in the Condominium Documents and in addition to any insurance providing additional coverage to the Declarant, the following rules govern insurance.

**Section 8.01. Casualty Insurance.** The Board of Directors, as Trustee for the Unit Owners, shall obtain, in the name of the Association, for the use and benefit of the respective Unit Owners, such casualty insurance as is necessary to protect all of the Units and any and all other Common Elements of the Condominium Project. Any such casualty insurance policy shall be a master policy insuring the Association as provided herein, and shall be written by a company or companies licensed to do business in the State of Mississippi and having ratings acceptable to a majority of mortgagees. Each such policy shall contain a standard mortgagee clause, or equivalent endorsement (without contribution) or shall otherwise be endorsed to fully protect all eligible mortgagees' interests. If the Federal National Mortgage Association holds one or more mortgages on the individual Units, each such policy shall name as mortgagee either the Federal National Mortgage Association, Federal Housing Authority or the servicer for the mortgages it holds, such servicer's name shall be followed by the phrase "its successors and assigns." Each such policy shall provide the following, if reasonably possible.

a. The insurer waives any right to claim by way of subrogation against the Declarant, the Association, the Board of Directors, the Managing Agent or the Unit Owners, and their respective agents, employees, and, in the case of the Unit Owners, members of their households;

b. Such policy shall not be canceled, invalidated or suspended due to the conduct of any Unit Owner (including his invitees, agents and employees) or of any member, officer or employee of the Board of Directors or the Managing Agent without a prior demand in writing that the Board of Directors or the Managing Agent cure the defect and such defect has not been cured within sixty days after such demand;

c. Such policy may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least sixty (60) days prior written notice by insurer to the Board of Directors, the Association



and the Managing Agent and, in the case of physical damage insurance, liability insurance and fidelity bond coverage, to all mortgagees.

d. The Declarant, so long as Declarant shall own any Unit, shall be protected by all such policies as a Unit Owner.

e. The deductible, if any, on any insurance policy purchased by the Board of Directors shall be a Common Expense, except where the claim is for components of a Unit.

**Section 8.02. Physical Damage Insurance.** (a) The Board of Directors shall obtain and maintain a blanket, "all risk" form policy of fire insurance with extended coverage, vandalism, malicious mischief, windstorm, earthquake, sprinkler leakage (if applicable), debris removal, cost of demolition and water damage endorsements, insuring the entire Condominium Project (including all of the Units and the permanently attached bathroom and kitchen fixtures but not including furniture, wall coverings, furnishings or other personal property within a Unit), together with all air conditioning and heating equipment and other service machinery contained thereon, and covering the interests of the Owners' Association, the Board of Directors and all Unit Owners and their mortgagees, as their interests may appear, in an amount equal to 100% of the then current replacement cost of the Condominium Project (exclusive of the Land, excavations, foundations and other items normally excluded from such coverage), without deduction for depreciation (such amount to be redetermined annually by the Board of Directors with the assistance of the insurance company affording such coverage).

(b) Such policy shall also provide the following, if reasonably possible at a reasonable cost:

(1) A waiver of any right of the insurer to repair, rebuild or replace any damage or destruction, if a decision is made pursuant to these Bylaws or the Act not to do so;

(2) The following endorsements (or equivalent): (i) "no control" (to the effect that coverage shall not be prejudiced by any act or neglect of any occupant or Unit Owner or their agents when such act or neglect is not within the control of the insured, or the Unit Owners collectively; nor by any failure of the insured, or the Unit Owners collectively, to comply with any warranty or condition with regard to any portion of the Condominium Project over which the insured, or the Unit Owners collectively, have no control); and (ii) "agreed amount" or elimination of coinsurance clause; and

(c) A duplicate original of the policy of physical damage insurance, all renewals thereof, and any subpolicies or certificates and endorsements issued thereunder, together with proof of payment of premiums, shall be

delivered by the insurer to any mortgagee requesting the same, at least thirty (30) days prior to expiration of the then current policy. Prior to obtaining any policy of physical damage insurance or any renewal thereof, the Board of Directors shall obtain an appraisal from an insurance company, or such other source as the Board of Directors may determine, of the then current replacement cost of the Condominium Project (exclusive of the Land, excavations, foundations and other items normally excluded from such coverage), without deduction for depreciation, for the purpose of determining the amount of physical damage insurance to be secured pursuant to this Section 8.02. All mortgagees shall be notified promptly of any event giving rise to a claim under such policy arising from damage to the Common Elements in excess of one percent of the then current replacement cost of the Condominium Project. The mortgagee of a Unit shall be notified promptly of any event giving rise to a claim under such policy arising from damage to such Unit.

**Section 8.03. Liability Insurance.** The Board of Directors shall obtain and maintain comprehensive general liability (including errors and omissions coverage for directors to the extent obtainable on commercially reasonable terms) and property damage insurance in such limits as the Board of Directors may from time to time determine, insuring the Association, the Managing Agent, each Unit Owner and the Declarant against any liability to the public or to the Unit Owners (and their invitees, agents and employees) arising out of, or incident to the ownership and/or use of the Common Elements, public ways and other areas, if any, under the Association's supervision. Any errors and omissions coverage for directors shall insure each member of the Board of Directors. Such insurance shall be issued on a comprehensive liability basis and shall contain if reasonably possible at a reasonable cost: (i) a cross liability endorsement under which the rights of a named insured under the policy shall not be prejudiced with respect to his action against another named insured; (ii) hired and non-owned vehicle coverage; (iii) host liquor liability coverage with respect to events sponsored by the Owners' Association; (iv) deletion of the normal products exclusion with respect to events sponsored by the Owners' Association; and (v) a "severability of interest" endorsement which shall preclude the insurer from denying liability to a Unit Owner because of negligent acts of the Owners' Association or of another Unit Owner. The Board of Directors shall review such limits once each year, but in no event shall such insurance be less than One Million and No/100 (\$1,000,000.00) Dollars covering all claims for bodily injury or property damage arising out of one occurrence. Reasonable amounts of "umbrella" liability insurance in excess of the primary limits shall also be obtained in an amount not less than One Million and No/100 (\$1,000,000.00) Dollars.

**Section 8.04. Other Insurance.** The Board of Directors shall obtain and maintain the following:

(a) adequate blanket fidelity coverage to protect against dishonest acts on the part of officers, Directors, trustees and employees of the Owners' Association and all others who handle, or are responsible for handling, funds of the Owners' Association, including the Managing Agent. Such fidelity bonds shall: (i) name the Owners' Association as an obligee; (ii) be written in an amount not less than one-half the total annual condominium assessments for the year or the amount required by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, whichever is greatest; and (iii) contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression;

(b) If required by any governmental or quasi-governmental agency, including without limitation the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, flood insurance in accordance with the then applicable regulations of such agency;

(c) workers' compensation insurance if and to the extent necessary to meet the requirements of law;

(d) broad form machinery and pressure vessel explosion insurance (if applicable) in an amount not less than Five Hundred Thousand and No/100 (\$500,000.00) Dollars per accident per location; and

(e) such other insurance as the Board of Directors may determine or as may be requested from time to time by a majority of the Unit Owners.

**Section 8.05. Separate Insurance.** Each Unit Owner shall have the right, at his own expense, to obtain insurance for his own Unit and for his own benefit and to obtain insurance coverage upon his personal property and for his personal liability as well as upon any improvements made by him to his Unit under coverage normally called "improvements and betterments coverage"; provided, however, that no Unit Owner shall be entitled to exercise his right to acquire or maintain such insurance coverage so as to decrease the amount which the Board of Directors, on behalf of all Unit Owners, may realize under any insurance policy maintained by the Board of Directors or to cause any insurance coverage maintained by the Board of Directors to be brought into contribution with insurance coverage obtained by a Unit Owner. All such policies shall contain waivers of subrogation. No Unit Owner shall obtain separate insurance policies on the Condominium Project except as provided in this Section 8.05.

**Section 8.06. Insurance Trustee.** (a) All physical damage insurance policies purchased by the Board of Directors shall be for the benefit of the Owners' Association, the Unit Owners, their mortgagees and the Declarant, as

their interests may appear, and shall provide that all proceeds of such policies shall be paid in trust to the Board of Directors as "Insurance Trustee" to be applied pursuant to the terms of Article 9.

(b) The sole duty of the Board of Directors as Insurance Trustee shall be to receive such proceeds as are paid to it and to hold the same in trust for the purposes elsewhere stated in these Bylaws, for the benefit of the insureds and their beneficiaries thereunder.

(c) The Board of Directors may, in its discretion, appoint a national bank in Mississippi, as Insurance Trustee. In such event, the sole duty of such Insurance Trustee shall be to receive such proceeds as are paid pursuant to any master policy held in the name of the Association and to hold such proceeds in trust for the Association, the Unit Owners, and their respective mortgagees. If the Board of Directors chooses to appoint such an Insurance Trustee, it may enter into a trust agreement with the national bank which is appointed Trustee, which agreement shall contain the usual provisions protecting both parties to the agreement.

#### ARTICLE 9.

##### RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE

**Section 9.01. Partial Destruction.** Partial destruction, meaning such destruction as renders two-thirds (2/3) or less of all of the Units and Common Elements within the Condominium Project uninhabitable or unusable, shall be reconstructed or repaired, unless following such destruction the membership of the Association should decide to terminate the horizontal property regime as provided for in the Declaration.

**Section 9.02. Total Destruction.** Total destruction, meaning such destruction as renders more than two-thirds (2/3) of all of the Units and Common Elements within the Condominium Project uninhabitable or unusable, shall not be reconstructed unless approved by the Owners and eligible mortgage holders representing not less than eighty (80%) percent of the Units in the Condominium Project at a meeting of the Association to be called after such destruction

**Section 9.03. Estimate of Costs.** Immediately after a casualty causing damage to any General Common Elements or to two (2) or more Units, Limited Common Elements or portions thereof, the Board of Directors shall obtain firm bids for the reconstruction or the repair of such damage. If such damage is required to be reconstructed, the Board of Directors shall proceed with such repair or reconstruction based upon the lowest firm bids obtained unless the Board of Directors, in its discretion shall determine to accept a bid other than the lowest bid submitted. If repair or reconstruction of such damage requires approval of the Association, the Board of Directors shall submit such firm

bids as have been obtained to a meeting of the membership of the Association and, if reconstruction or repair of damage is approved by the Association, such approval shall be based upon such firm bids as the membership of the Association chooses. After all damage is reconstructed or repaired, such firm bids shall be conclusive as to the costs of all reconstruction or repair unless such reconstruction or repair costs less than the said firm bids.

**Section 9.04. Reconstruction or Repair in Accordance with Plans.** Any reconstruction or repair of the Units or Common Elements, after their total or partial destruction, shall be substantially in accordance with the plans and specifications included in the Declaration unless all of the Owners of Units within the Condominium Project and any mortgagee affected by such reconstruction or repair shall agree to reconstruct or repair such damaged Units or Common Elements in a manner substantially different from such plans.

**Section 9.05. Insufficient Insurance Proceeds.** When reconstruction or repair of damage is required or approved by the Association and where insurance proceeds resulting from such damage are insufficient to cover the cost of all repair or reconstruction as to General Common Elements, any such costs not so covered shall be borne by all the Unit Owners prorata in accordance with the percentages attributed to each Unit as set forth in Exhibit D to the Declaration.

**Section 9.06. Refusal to Contribute to Costs of Reconstruction or Repair.** If any one or more Unit Owner shall refuse to contribute toward the costs of reconstruction or repair, as provided hereinabove, the majority of the Unit Owners may proceed with the reconstruction or repair at the expense of all of the Unit Owners benefited thereby.

**Section 9.07. Lien for Costs of Reconstruction or Repair.** Each Owner's share of the costs of any reconstruction or repair of damage within the Condominium Project, as provided hereinabove, shall be a lien upon his Unit or Units in the same manner and enforceable by the same means as set forth in the Declaration with respect to a lien for assessments.

**Section 9.08. Damage to an Individual Unit.** If a single Unit, or a portion thereof, shall suffer casualty damage, the responsibility of reconstruction or repair of such Unit or portion thereof shall be that of the Unit Owner and the Association or Insurance Trustee shall hold any insurance proceeds resulting from such casualty damage for the benefit of such Unit Owner and the same shall be disbursed as the damage is repaired.

## ARTICLE 10.

### AMENDMENT OF BYLAWS

**Section 10.01. Proposal of Amendments.** Amendments to the Bylaws shall be proposed by either a majority of the Board of Directors or by Owners representing at least twenty (20%) percent of the total Units in the Condominium Project. The proposed amendment must be reduced to writing and shall be included in the notice of any meeting at which action is to be taken thereon. Any mortgagee who makes a written request shall receive notice of any meeting at which any such amendment is to be considered.

**Section 10.02. Adoption.** A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by the Unit Owners and may be approved by the Unit Owners at a meeting called for this purpose. Unit Owners not present at the meeting considering such amendment may express their approval or disapproval in writing or by proxy. Such resolution must be approved by Owners representing at least sixty-seven (67%) percent of the total Units in the Condominium Project unless any provision of law or of the Declaration or these Bylaws requires a greater percentage of approval.

**Section 10.03. Execution and Recording.** An amendment to these Bylaws shall not be effective until signed by the President and Secretary of the Association and recorded in the Register's Office of Jackson County, Mississippi.

**Section 10.04. Approval of Mortgagees.** These Bylaws contain provisions concerning various rights, priorities, remedies and interests of mortgagees. Such provisions in these Bylaws are to be construed as covenants for the protection of such mortgagees on which they may rely in making loans secured by mortgages. Accordingly, no amendment or modification of these Bylaws impairing or affecting such rights, priorities, remedies or interests of a mortgagee shall be adopted without the prior written consent of such mortgagee.

## ARTICLE 11.

### GENERAL PROVISIONS

**Section 11.01. Notices.** All notices, demands, bills, statements or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or sent by United States mail, postage prepaid, or if notification is of a default or lien, sent by registered or certified United States mail, return receipt requested, postage prepaid, (i) if to a Unit Owner, at the address which the Unit Owner shall designate in writing and file with the secretary or, if no such address is designated, at the address of the Unit of such Unit Owner,

or (ii) if to the Owners' Association, the Board of Directors or the Managing Agent, at the principal office of the Managing Agent or at such other address as shall be designated by notice in writing to the Unit Owners pursuant to this Section. If a Unit is owned by more than one person, each such person who so designates an address in writing to the secretary shall be entitled to receive all notices hereunder.

**Section 11.02. Severability.** If any covenant, restriction or provision of these Bylaws is held to be invalid or unenforceable for any reason whatsoever, such holding shall not affect, modify or otherwise impair, in any manner whatsoever, any other covenant, restriction or provision of these Bylaws and the remaining covenants, restrictions and provisions herein shall remain in full force and effect.

**Section 11.03. Gender and Number.** The use of the masculine gender shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context of these Bylaws so requires.

**Section 11.04. Governing Law.** These Bylaws are to be governed by and construed according to the laws of the State of Mississippi. If any provision herein is in conflict with any rule of law or statutory provision, particularly with the Mississippi Condominium Law, Sections 89-9-1 et seq. MCA, as amended, then the terms of these Bylaws which conflict with any rule of law or statutory provision shall be construed so as to conform to such rule of law or statutory provision and if such construction is impossible, the provision shall be inoperative and null and void without affecting any other provision of these Bylaws.

**Section 11.05. Conflicts.** These Bylaws are intended to conform and comply with the Act and the Declaration and said statute and documents are incorporated herein as if set out in their entirety. In case of any irreconcilable conflict, the Act and the Declaration shall control over these Bylaws or any rules and regulations adopted hereunder.

**Section 11.06. Captions.** All captions used in these Bylaws and any index or table of contents are employed solely as a matter of convenience and shall not be considered or relied upon in construing the effect or meaning of any provision of these Bylaws.

**EXHIBIT "F"**  
**COA - Rules and Regulations**





INLET

Condominium Owners Association  
Welcome and Information Package



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# Section 1

Section 1.1

**Management hours are 9:00am-5:00pm Monday-Friday.**

**Important Contact Information**

**COA Manager – Rain Residential, Inc.**

**Office Number – 228-872-0141**

**Fax number - TBA**

**Email.....coamanager@inletresidences.com**

**Management Company**

Rain Residential, Inc .....228-875-4499

Mississippi Power – mississippipower.com.....800-532-1502

ATT (U-verse-Internet-Phones) – att.com .....800-288-2020

Cable One (Cable-Internet-Phones) – cableone.net .....228-374-5900

**Police**

Emergency.....911

**Police**

**Non-Emergency police matters**.....228-875-2211

## Section 1.2

### Management

The Inlet Condominiums will be managed by Rain Residential, Inc at mailing address 401 Porter Ave. Ocean Springs, MS 39564 ("Management"). Management's responsibilities and services are as set forth below. We encourage all residents to read this *Welcome and Information Packet* thoroughly.

## Section 1.3

### Fees, Late Fees, Lease Restrictions, Insurance

1. Your association fee payment is due on the first day of the month and is late if received after the fifteenth day of each month, with a late charge of four percent (4%) of the amount of any delinquency plus a ten percent (10%) per annum finance charge. Check payable to:

Inlet Condominiums Owners Association Inc.  
2501 Bienville Blvd- (Management Office)  
Ocean Springs, MS 39564

2. Except for those units on the ground floor of buildings 1 and 3 specifically designated in the condominium plans as being commercial, condo units are not to be used for any purpose other than residential living. This is a lease-restricted development. As provided in the *Declaration of Condominium of The Inlet Condominiums, Ocean Springs, Mississippi*, all the Exhibits thereto, and in other rules and regulations adopted from time to time by the Board (collectively, "Governing Documents"), The Inlet Condominiums Owners' Association, Inc. ("Association") Board must be advised of any prospective lease of any unit. Please consult the Governing Documents and Sections below for more information on lease and use restrictions.

3. The Inlet, LLC, is insured under terms of a Master Policy that provides certain property and liability insurance coverage. In the event of a loss, the Master Policy will cover the common elements outside the condominium units up to the sheet rock walls for covered perils under the insurance policy. The Association's policies will not cover the interiors of the condominium units. Owners should contact an insurance professional for appropriate coverage under an HO-6 policy or the like, to include liability coverage and replacement coverage on furnishings and contents, wall coverings, ceiling coverings, electrical fixtures, floor coverings, water, heater and AC systems, appliances, built-in cabinets and counters, window treatments, additions/renovations/upgrades, and other. Owners are required to obtain such coverage and motor vehicle liability insurance with limits established from time to time by the Board of Directors.

Unit owners are responsible for property damage, personal injury, or wrongful death caused by their negligence, responsibility to be satisfied either from insurance or out of pocket. This liability extends but is not limited to damages to any Common or Limited Common Element.

In the case of minor damage, the Association recommends that Owners practice a good neighbor policy. If a leak from a toilet or sink causes damage to another unit, the owner who caused the damage should repair it. Minor damage to drywall can be repaired by the Association.

## Section 1.4

### Moving In and Moving Out

1. Moving in or out must be scheduled at least three days in advance. Scheduling can be accomplished by calling Management. No one will be permitted to move in without first completing and returning a signed moving policies form.
2. Moving must be accomplished between the hours of 7:00am and 8:00pm.
3. All moving companies must be licensed, bonded, and insured. Their insurance coverage must extend to any property damage, personal injury, and wrongful death occurring at The Inlet Condominiums in connection with any such moving.
4. Any dollies or moving utilities used to move items must have soft rubber wheels, or inflated tires. No hard plastic or metal wheels will be allowed.
5. All boxes, packaging material or unwanted items must be disposed of by the movers. They must be removed from the property. Do not put large moving material in compactor/dumpsters.
6. The breezeways and walkways must be clean and orderly when the moving is completed. Any additional cleaning by building personnel or any damage to the premises will be the responsibility of the unit owner and, if different, the moving party and charged accordingly.
7. Owners moving off premises will be required to leave a forwarding address with Management.
8. The Inlet encourages each homeowner to provide a key to their condo to Management in case of emergency.

## Section 1.5

### Rental Restrictions

All unit owners have the right to lease their unit, but only under the following restrictions.

1. Management must be notified in writing that a unit is being rented. All such notices shall be sent to the Board of Directors in care of Management.
2. A copy of every lease, when executed, shall be furnished to the Board of Directors within (30) days of execution and prior to any lessee move in. In addition, any new lease or renewal not meeting the requirements of this section must be amended to meet all requirements before any move-in may take place. All leases are subject to the terms and conditions hereof, which are hereby deemed incorporated into all leases.
3. All leases shall include these restrictions, and Lessees shall be bound by all of these and other rules and regulations established by the Board of Directors from time to time or set forth in the Governing Documents.
4. Lessees must comply with the Governing Documents and can be liable for violations regardless of whether such liability is stated in the underlying lease between the unit owner and the lessee. In the event of a violation of the Governing Documents, the Association may exercise all or a combination of four remedies against lessees: 1) legal action for damages; 2) equitable action for injunctive relief; 3) imposition of fines in certain instances; and 4) suspension of rights to use common areas and amenities.
5. Fines can be for a maximum of \$100 per violation and an additional fine can be levied for each day of a continuing violation, as long as the aggregate fine does not exceed \$5,000.00.
6. No unit shall be leased for any period less than six (6) months, unless prior written approval is obtained from the Board of Directors. Except for excluded units owned by The Inlet, LLC, or the

Association, no more than thirty percent (30%) of the total units can be leased at one time. Before leasing any Unit, an Owner must receive written notice from or behalf of the Board that the Owner's lease will not cause this leasing percentage cap to be exceeded. Management will allow up to five (5) condos to be designated as continual long-term rentals. The designated rental units must be confirmed with Management before purchase of the unit. The condos can be removed from this program with notice to Management. All other rental units will be governed by the rotation.

7. Lessee is subject to all Move In/Move Out procedures as defined in Section 1.4 of this Welcome and Information Package. Lessee must fill out an information form and receive a copy of the Welcome and Information Package at or prior to move in.
8. If the maximum number of rentals have been met and your tenants move out, you will be put back in rotation. There will be a waiting list once the rentals have reached their maximum at 30%.
9. Please note that the Board of Directors and Management strongly urge all unit owners to do a thorough background check on all potential tenants that includes a credit report, criminal background, and rental history. This service can be provided through Management for a fee.

### **Section 1.6**

#### **Unit Status**

All unit owners are required to notify the Board of Directors thru Management of any unit(s) used for anything other than a primary residence. You must notify Management in writing (emails are acceptable) if your unit(s) falls under any of the following categories:

1. Owner occupied-secondary residence
2. Rental Property- see rental section (1.5), above. Must report lease status and keep Management informed concerning unit availability and under what terms.
3. For Sale-any unit listed for sale must be registered with Management. See Sale of Units (below).

### **Section 1.7**

#### **Sale of Units**

All unit owners must notify the Board of Directors through Management in writing that their unit is for sale. If the unit(s) is listed with a real estate agent, the owner must provide Management with a written authorization for the agent to show the unit(s) without the owner being present and the Agent must sign in with guests during each showing.

Management must be notified as soon as a sale takes place, so the new owner may be properly welcomed and invited to complete necessary owner forms.

# Section 2



## Section 2.1

### Security

The Inlet and its personnel are not responsible for any lost, stolen, or vandalized property whatsoever.

1. All guests gaining entry to The Inlet must be admitted by an occupant or the Manager once he/she receives permission from the owner/tenant.
2. If you leave town and expect a house guest while you are away, you must make arrangements, in writing, showing the approximate time of arrival and departure, with Management. No one will be admitted to your unit unless you have given permission in writing. (Note: Emails are acceptable)
3. The Inlet is not responsible for the actions and conduct of owner/tenant guests.
4. Condo dwelling entrance doors should be kept closed and locked at all times except for purposes of immediate ingress and egress.
5. Call Management if any suspicious person is seen on premises.
6. Secure vehicles and bicycles.
7. The Inlet is NOT responsible for anything left in your vehicles. Make sure ALL valuables are out of sight or removed from your vehicle.
8. It is suggested that you keep your cell phone handy to report any suspicious activity.
9. Management is authorized to rule and take action on specific situations requiring prompt, common sense decisions.

## Section 2.2

### Fire Safety and Emergency Evacuation Plan

#### **Fire Safety**

1. Personal Charcoal/ Gas Grills or open flame cooking are not permitted on ANY of the balconies. First floor units with patios are permitted the use of a personal grill; however, they must be located a minimum of 10 feet from the building, per Fire Code. Please see Section 5.1 under "Community Grills" for more information on the proper and permitted use of grills on property.
2. Do not leave any personal items that may impede an exit out of any building. This includes stairwells and doorways.
3. Test smoke alarms every month. Replace batteries every year.
4. Know where all exits doors and stairwells are located.
5. Follow all local guidelines regarding evacuations due to named storms.

# Section 3

### Section 3.1

#### Additional Rules and Regulations

1. No smoking is allowed in the stairwells, common areas, or hallways. Violation will result in fines.
2. No obnoxious, illegal, or offensive activities shall be carried on in any unit or in any other part of the property that may be a nuisance or in any way interfere with the quiet enjoyment of units by Owner/Tenant.
3. Unit Owner shall be responsible to reimburse Association for all damages caused to the building as a result of leakage from items such as but not limited to waterbeds, aquariums, and washers.
4. Absolutely nothing shall be thrown from the windows, balconies, or down the stairwells.
5. Blocking of any passageway is unlawful and forbidden. Objects blocking any passageways (i.e. hallways, stairwells, common areas, etc.) are hazardous and will be removed by management.
6. Unit bedrooms are designed for a maximum occupancy of two persons. No greater occupancy is permissible except for brief periods and the Management office should be informed of any such occupancy.
7. Altering the exterior appearance of the building is not permitted without prior written approval of the Board of Directors of the Association.
8. No personal property may be displayed or left in the common area hallways, except for floor mats.
9. No awnings or screening materials of any kind may be installed, constructed, or placed on or about the building without approval of the Board of Directors of the Association.
10. Residents are fully responsible for their acts and omissions, and the acts and omissions of their guests, and any resulting property damage, personal injury, or wrongful death.
11. Unit owners/tenants shall not allow strangers access to the common areas by giving out codes or access through the entry doors. All building doors should never be propped open. They should be closed and secure at all times.
12. Observe a standard of cleanliness essential to comfortable condominium living. Do not litter or discharge dirt from any part of your dwelling into any part of the property; do not shake mops, rugs or other articles out windows, doors or balconies; do not broom sweep debris off the balconies.
13. Supervision of the staff personnel has been entrusted to the managing Broker. He/she is primarily responsible to see that they carry out their assigned duties. Occupants and their guests may not direct, demand or command any employees when on duty, to perform any task or carry any message or render any service. Any request for services must be made through security/building maintenance/managing broker. Routine requests should be originated via "Action Request" forms available at the Manager office.
14. Cost of repair for any property damage caused by a resident or his/her guests will be the responsibility of the resident and charged to his/her account.
15. NO exterior television or radio antenna, satellite dish or other similar device may be erected, placed, allowed, or maintained upon any portion of the project.
16. Break down all boxes before putting them in the dumpster. No large items such as furniture shall be disposed of on property or in the compactor/dumpster area. Only common household trash shall be disposed of on property.
17. Please Note: The Board of Directors may make other reasonable rules and regulations as the Board may deem necessary from time to time, for the safety, care and cleanliness of the premises and of the building and for the preservation of good order therein.

## Section 3.2

### Pet Policy

Owners may keep pets but only with the prior written approval of Management and only in compliance with this pet policy; as may be amended from time to time. No pet may be kept on the Property until a pet deposit of \$300.00 is paid to Management and a pet registration form is completed, containing the name and unit number of the owner, the pet, and a responsible party should the pet owner become unwilling or unable to care for the pet. Unless earlier applied toward damage or injury caused by the pet, the pet deposit will be kept in a non-interest-bearing account and returned to the pet owner when the pet no longer occupies a unit.

Keeping pets on the property is solely a privilege of unit ownership. Neither tenants nor visitors may have pets on the Property.

An enclosed pet park is located on the South side of the property, where a pet waste stand and bags are provided for your convenience. Leashes not required inside the pet park but are required upon exiting the park and while about the Property.

### Policy Statement

1. Dog and Cat Ownership: Owners may keep no more than two (2) dogs, cats or other household pets, providing they are not kept, bred or maintained for any commercial purposes and do not weigh more than sixty (60) pounds each. Animals in common areas must be kept on a short (not to exceed 6 feet) non-extendable leash always. Owners are individually responsible for cleaning up after their pets. Any pet causing or creating a nuisance or unreasonable disturbance will be removed permanently from the Property upon three (3) days written notice from the Board.
2. Birds and Fish Ownership: Management approval is required for common pet birds in a cage or fish in an aquarium. The number of birds in a unit shall not exceed two (2). A Unit Owner shall be responsible for any damage caused by leakage from an aquarium.
3. Pets Not Permitted: Exotic animals and livestock are forbidden. There are no exceptions.
4. Pets shall be kept in the Owner's Unit and not on the balcony or patio.
5. No dog houses will be allowed on the premises.
6. Dishes or containers for food and water must be located within the owner's Unit. Food and/or table scraps shall not be deposited on the owner's porches, yards or balconies
7. Residents will not feed or water stray animals or wild animals.
8. Pets will not be allowed in the interior common area, or around the pool.
9. Every pet owner will be responsible for proper disposal of fecal waste. Such waste must be removed and disposed of properly and immediately. Failure of the pet owner to remove and dispose of pet waste may invoke a \$100.00 charge to the offending pet owner from management to remove such pet waste. Repeated violations of this ordinance by the pet owner will be cause for removal of the pet.
10. Owners are required to make sure pets do not interfere with their neighbors' peaceful enjoyment of their Unit or of the common areas. Violation of this ordinance by the pet will be cause for removal of the pet or its owner.

11. Pet owners are liable for any damage caused by the pet, including the cost of exterminating for fleas or other pests and carpet cleaning.
12. While pets are outside of the Unit and in common areas (e.g. breezeway, corridors, lobby, sidewalks, etc.), they must be kept on a leash or carried in the resident's arms or in an appropriate animal carrier, so as not to annoy other residents.
13. A pet that bites or attacks a resident or an employee shall be removed from the property immediately.
14. Nothing in this policy is intended or should be construed to prohibit Management, the city or county from requiring the removal of any pet from the Property if the pet's conduct or condition is reasonably determined to constitute a nuisance under applicable law or a threat to the safety of other residents.
15. If a pet owner is unable or unwilling to care for a pet, Management will first seek to contact the responsible party identified by the owner when registering the pet.
16. If the responsible party is unwilling or unable to care for a pet, Management may contact the appropriate animal control authority or animal shelter and request the removal of the pet. In making such arrangements, Management may enter the pet owner's unit and remove the pet. All costs associated with this activity shall be the responsibility of the pet owner. The Inlet, LLC, and Management shall enjoy full immunity from liability in taking such action and entering the unit.
17. In the case of violations of this policy, Management shall first give the pet owner a Notice of Violation. Upon receipt of said Notice, the pet owner must stop the violation(s) in question and comply with this pet policy without delay. If the violation(s) continue or stop temporarily and then resume, the Board may then convene a hearing upon seven (7) days' notice and, if supported by the greater weight of the evidence at the hearing, impose a fine in the amount of \$100.00 per day for each day of a continuing violation and up to a maximum fine of \$5,000.00.
18. Fines imposed may become a lien against a parcel if not paid within five (5) days. In any proceeding thereafter initiated to recover a fine, the prevailing party is entitled to reasonable attorney fees and costs from the non-prevailing party as determined by the arbitrator or a court of competent jurisdiction, as appropriate.
19. Such fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled.

### Section 3.3

#### Maintenance

All owners and tenants shall receive and comply with a *Maintenance Manual* authored by the developer of The Inlet, subject to which Management states the following:

It is recommended that Unit owners replace their air conditioning filters every 3 months, not only for most efficient use, but also to keep their air conditioning unit in good working condition.

1. While the Association is responsible for the care of all exterior common areas, each homeowner is responsible for maintenance of the interior of his/her unit, including plumbing, heating, cooling, electrical work, glass in windows and doors, etc.
2. The common grounds landscaping is maintained by employees/vendors of The Inlet.
3. Requests for Common Area maintenance must be given to Manager via an "Action Request" forms available at the Management office. The maintenance personnel will make a call by this

mechanism. However, in an emergency, security personnel will assist with emergency maintenance as quickly as possible.

### Section 3.4

#### REMODELING / CONSTRUCTION RULES AND REGULATIONS

1. Before work is started in individual units, contractors must be approved by the Board of Directors. No contractors previously found to be in violation of these rules will be permitted to return to the Property.
2. No changes to or work on the outside of the building common areas are allowed without prior approval of the Board.
3. A City of Ocean Springs Building Permit is required for any renovation prior to starting construction. Acquiring this permit is the responsibility of the owner.
4. Each unit owner shall, at his expense, keep the limited common elements appurtenant to his unit in a clean and sanitary condition and shall be responsible for their maintenance and repair, which shall be maintained by the Association.
5. Any damage to the building structure or equipment caused by an owner or tenant shall be repaired at least to the original condition at owner's expense.
6. Work must be done between 8 am and 4:00pm, Monday thru Friday.
7. For additional Construction Rules & Regulations, please see below.

#### 1. GENERAL:

- A. Prior to commencement of construction, the contractor is to provide Management with copies of the following documents:
  1. The Building Permit
  2. Contractor's License
  3. Certificates of Property Damage, Liability and Workers Compensation insurance coverage meeting requirements of The Inlet Condominiums and applicable law. Each policy shall include The Inlet, LLC, its Architect, their employees and consultants as additional named insureds.
  4. A list of all subcontractors and major material suppliers, to include address, telephone number(s), email, and fax numbers, and the representative to contact both after and during work hours. This list is to be kept current throughout the construction process.
- B. Contractor may request digital building drawings from Management. Contractor may encounter existing conditions within a unit that differ from the drawings.
- C. All contractors must enter and exit buildings and travel to and from their work area by ways designated by Management. Necessary variations of this rule must be requested from and approved by Management.
- D. All workmen must be properly clothed, including shirts, pants and shoes, always while on the Property, in a building or at the work site. Abusive language or actions on the part of workmen will not be tolerated. Radios, recorders or any other type of audio transmitting device except cell

phones and pagers, will not be allowed. It will be the responsibility of the contractors to enforce this regulation always.

- E. The contractors are responsible daily to pick up and remove any and all trash from areas used for eating and breaks.
- F. Smoking is not allowed at the work site or in the buildings. Management will designate an area outside the buildings where workmen may smoke.
- G. All property damage or any kind shall be reported immediately to Management and must be corrected and repaired in a timely manner to the satisfaction of Management. If said damage is not corrected and repaired within seven days Management may have it corrected or repaired and charge the contractor the cost plus twenty five percent for overhead.
- H. No work is to be performed except between the hours of 8:00 AM and 4:00 PM Monday through Friday excluding Holidays, unless specifically requested by the contractor and approved in writing by Management. Management may impose special requirements for working after hours. Contractors or subcontractors must request permission for any after-hours work not later than 3:00 pm the previous day.
- I. Management shall be provided with contact information for a contractor's supervisor in charge of the project and available on site.
- J. The workmen shall use restroom facilities as provided by contractor.
- K. All common areas and lobbies impacted by the work shall be protected by always and cleaned daily by the contractor.
- L. The contractors shall in no way endanger or unreasonably interfere with pedestrian or vehicular traffic on the Property.
- M. Parking shall be made available to workmen in areas designated by Management.
- N. The contractor, subcontractors, sub-subcontractors, suppliers, vendors, services, consultants and any others affiliated with the contractor ("Work Force") shall comply with all OSHA and workers compensation statutes, laws, rules, regulations and policies, and shall indemnify, defend, and hold harmless The Inlet, LLC, the architect, Management, and their owners, members, employees, and consultants from any claims, demands, costs, damages, fines, expenses, attorney fees, or judgments arising in whole or in part from the negligence or willful misconduct of the Work Force or any of them.

## 2. DELIVERIES

Deliveries of material may be made only during the operating hours of 8:00 A.M. until 3:30 P.M., Monday through Friday, except upon at least 24 hours prior notice. All materials unloaded at the Property will be immediately moved to the area of use and shall not affect pedestrian traffic in and out of buildings. Deliveries after hours must be approved by Management.

## 3. STAIRWELL USAGE:

- A. Contractors, subcontractors and their personnel will not leave materials in the stairwells for any period of time.
- B. The Contractor shall be liable for all costs incurred because of any damage caused to the stairwells by contractor or any of his subcontractors or vendors.

**4. DEBRIS/SURPLUS MATERIAL REMOVAL:**

- A. Removal of debris or surplus material shall only be allowed between the hours of 8:00 A.M. and 4:00 P.M.
- B. All rubbish and debris shall be removed from the work site as necessary to maintain a safe and orderly work environment and deposited in a trash receptacle provided by contractor.

**5. OTHER ON-SITE RULES OF CONSTRUCTION:**

- A. All construction work shall be done in a workmanlike manner so as not to inconvenience or disturb any other owners or tenants in the building. Proper safety equipment must be used at all times.
- B. Upon completion of the work, including at the end of each work day, the unit shall be left in good order and in its prior condition by the contractor.
- C. The Contractor will be required to provide Management with as-built drawings of the project. The as-built drawings shall indicate all proposed changes to the building systems (HVAC, electrical, fire alarm, water, security, etc.) as well as describe the project.
- D. Before any work commences that could cause the fire alarm to activate, the smoke detectors or related equipment must be covered and the zone should be by-passed. The contractor is responsible for this work and for any related costs or damages.
- E. All floor penetrations shall be caulked, cemented or filled with materials which are fire rated and match specifications of the original floor compositions.
- F. At no time is any welding or cutting torch to be used in the building without prior written approval of Management.
- G. Any work which will involve the draining of a sprinkler line or otherwise affect the building's sprinkler system must be approved three days in advance by Management. In no event will the system be left inoperable overnight.
- H. Only building standard locks or approved locking mechanisms are to be installed.
- I. Contractor must coordinate with Management for building access for any city inspections. This will include access to any areas that the inspector may need to see and any testing that may require shut-down of any building systems.



- J. Under no circumstances shall the contractor, subcontractor, or their employees, use any hazardous waste products or materials, except with Management's prior written approval.
- K. Contractor is to mask off with filter media all return air ducts to mechanical rooms during construction. Any and all dust and debris accumulated on equipment during construction is to be removed before final inspection.

## 6. POSTING OF RULES AND REGULATIONS:

A copy of these Rules and Regulations, acknowledged and accepted by the Contractor, must be posted on the job site in a manner allowing easy viewing by all workers. It is the Contractor's responsibility to instruct all workers, including subcontractors, to familiarize themselves with these Rules and Regulations.

## 7. INSURANCE REQUIREMENTS

**Commercial General Liability (CGL)** policy shall include coverage for hazards on-premises/operation, products and completed operations, contractual liability coverage, and with limits of Insurance of not less than \$1,000,000.00 per person for bodily injury, personal injury, and wrongful death, and \$2,000,000 per occurrence. Property damage insurance shall be in broad form, including completed operations. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.

The Inlet, LLC, the Association, and Management and all other related parties shall be included as additional named insureds on the CGL policy, which shall be Primary Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, any additional named insured.

**Automobile Liability** covering vehicles owned, leased, hired, and non-owned vehicles used, by the Contractor, with policy limits of not less than \$1,000,000.00 per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage. The Inlet, LLC, the Association, and Management and all other related parties shall be included as additional insureds on the auto policy.

**Workers' Compensation** at statutory limits.

**Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required**, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks.

If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure **Professional Liability insurance** covering performance of the professional services, with policy limits of not less than \$1,000,000.00 per claim and \$2,000,000.00 per occurrence.

**Waiver of Subrogation:** Contractor waives all rights against The Inlet, LLC, the Association, and Management, and their respective agents, officers, directors, employees and assigns for recovery of damages to the extent these damages are covered by any of the coverages required above.

**Indemnity and Hold Harmless:** In any event, Contractor agrees to defend, indemnify and hold harmless The Inlet, LLC, the Association, Management, The Inlet, LLC's architect and engineer and their respective

agents, officers, directors, members, employees and assigns from and against claims, damages, losses, judgments, and expenses, including but not limited to attorney's fees, arising directly or indirectly out of the work of the Contractor, the Contractor's subcontractors and sub-subcontractors (if any), and anyone directly or indirectly employed by them or anyone for whose acts Contractor or Subcontractors be liable.

**Cancellation or Change.** All certificates shall contain a definite provision that if the policy is cancelled or changed during the periods of coverage, written notice will be mailed to The Inlet, LLC, the Association, and Management not fewer than 30 days prior to such cancellation or change.

# Section 4

## Section 4.1

### Parking

1. The Inlet will NOT have assigned parking spaces.
2. However, certain parking areas are designated for Residents. These spaces should only be used by unit owners.
3. All guests should park in areas designated for guests and not designated for residents only.
4. Motorcycles must be parked in the parking area. They cannot be parked on sidewalks, breezeways, patios, etc.
5. You must NOT:
  - a. Park so that your vehicle blocks or hampers access to other parking spaces.
  - b. Operate motorcycles, motor bikes, motor scooters, and similar motorized sport vehicles on condominium property except for arriving, leaving, and parking in assigned areas.
  - c. Park oversized vehicles extending into the garage driveway common areas.
  - d. Park in fire lanes and driveway in front of the building.
  - e. Store or park a house trailer, camper, pleasure or fishing boat, motor home, trailer, R.V., inoperable motor vehicle, on or about areas of the Property.
  - f. Park vehicle that leaks oil or gas.
  - g. Make vehicle repairs on the property except in emergency situations.

## Section 4.2

### Use of Facilities

#### **Clubhouse, Offices**

1. Management is responsible for all decoration of the clubhouse, offices, and common areas. Placement of ornaments, plants, or any other objects in such areas or rearrangement of the furniture or furnishings is not permitted.
2. House robes, bath robes, night gowns, pajamas, and other attire of this nature should not be worn in such areas.
3. A maximum of six (6) guests per owner are allowed in clubhouse.

#### **Trash Disposal**

1. Trash compactor/dumpster is located on the northwest part of the property.
2. All trash must be secured in plastic bags. This will avoid stirring up dust and will discourage pests.
3. Garbage may not be left in the common areas, hallways, stairwells or lobby at any time.
4. Owners shall not cause or allow any accumulation of items or trash that would attract rodents or bugs.
5. Large refuse, debris, or cartons should not be placed in the compactor/dumpster as they may cause obstruction.
6. Large boxes, cartons, etc. must be broken down prior to disposal. Large item pickup must be arranged with Management and is NOT to be left in the compactor/dumpster or common areas.

7. Rubbish containing naphthalene, camphor balls, paint, aerosol cans or any other flammable, explosive, highly combustible substances, as well as lighted cigar or cigarette butts must not be thrown into the compactor/dumpster.
8. Costs incurred by the Association because of improper use of the trash compactor/dumpster by an occupant, guest, or employee, will be the responsibility of the unit owner.

### **Balconies, Windows**

Balconies and windows are essential features of the building exterior. The following requirements will ensure a consistent and neat exterior appearance.

1. No balcony covers are allowed on the exteriors of the building.
2. Do not throw anything from balconies. Watering plants should be done so as not to spill on balconies below. All plants on balconies should have coasters underneath.
3. Be sure furniture on your balcony is anchored down so it will not blow off in case of strong winds.
4. Do not shake rugs off balconies.
5. Do not display flags, banners, or other materials outside balcony railings.
6. Do not use balconies for storage. Balconies should contain items that enhance the exterior look of the building.
7. All window coverings must be of a neutral tone as seen on the exterior (white, tan, grey). No flags, sheets, tin foil or any other window covering are permitted.

# Section 5

## Section 5.1

### Recreational Facilities

#### **Clubhouse & Conference Room**

1. The Clubhouse and Conference Room can be reserved for parties or gatherings in advance through Management. A \$250 refundable deposit and a \$100.00 user fee is required at the time the reservation is made for the Clubhouse and a \$250.00 refundable deposit and a \$50.00 user fee for the Conference room.
2. A facilities reservation agreement must be filled out, signed and returned with the required deposit. The deposit will only be refunded after cleanup by the occupant has been verified by Management.
3. Maximum number of guests should be limited to 25 guests. The party host should provide a Guest List to Management a minimum of 24 hours in advance of the scheduled function. Only those listed will be allowed on property. The party must not overflow into the pool/office area. The party will be terminated by Management if it becomes loud, uncontrollable, or in any way annoying to other residents.
4. Furniture must not be removed from either the Clubhouse or the Conference Room. Accessories in the lobby should never be moved or used in any recreational facility. If there is a need to rearrange furniture or move items, they should be returned to their original location when the party is over. If for any reason The Inlet staff has to cleanup or move furniture, the occupant will be charged for this service. Via Deposit.
5. Persons using any recreational facility should wear reasonable attire, commonly accepted in similar situations. Swimwear is prohibited in the clubhouse and conference room.
6. The resident hosting will be responsible for all damages caused to the premises and furnishings during the party and for all actions of their guests as well.
7. All children must be accompanied by an adult and supervised always. No one under the age of 18 is allowed to use any recreational facility without an adult resident in attendance.
8. Recreational facilities cannot be rented or used by outside groups.
9. Live, non-amplified bands are permitted. Music must be maintained at an acceptable level so as not to disturb others.

#### **Pool**

1. **Pool hours are 8am-10pm (weather permitting).** However, Management or the Board at their discretion may close the pool at any time without notice for purposes of maintenance, repairs, or inclement weather.
2. Persons using any pool or hot tub must do so at their own risk. **NO LIFEGUARDS ARE PROVIDED.**
3. The Inlet, LLC, the Association, and Management are not liable for any injury, death, or damage sustained by owner, tenant or guests.
4. Swimming during thunderstorms is not allowed.
5. Chewing gum in the pool is not permitted.
6. Running in the pool areas, throwing or pushing someone into the pool, or behaving in a loud boisterous manner is not permitted.
7. **NO GLASS OR ANY OTHER SHARP OBJECTS ARE ALLOWED WITHIN THE POOL AREAS.**
8. Cover-ups and footwear must be worn going to and from the pool areas.
9. The lifeline (rope dividing shallow and deep end) is never to be disturbed. Unhooking or removing of the lines is strictly prohibited, as it is a possible danger to other residents.

10. Poolside furnishings are not to be removed from the premises.
11. Diving is not permitted.
12. Radios and other electronic devices are allowed in the pool area only when used with earphones.
13. Floats, rafts or floating chairs are allowed in the pool. Neither The Inlet, LLC, the Association, nor Management are responsible for items left in the pool area. Items left in the pool area may be discarded.
14. Smoking is not permitted in any/all common areas.
15. Animals/pets in the pool area are prohibited. Violators may be fined in accordance with the Pet Policy, above.
16. Soap is not permitted in pool.
17. Only authorized persons are permitted to enter the pump house or to manipulate the pump house controls.
18. All persons under the age of 18 using the pool area must be under the direct and constant supervision of an adult. No more than four (4) children per unit at one time.
19. The pool cannot be exclusively reserved for formal swimming parties.
20. Unit owners are allowed up to four (4) guests during the summer months.
21. Homeowner must provide Manager/Security the names of all guests.
22. Summer months are the period from Memorial Day to Labor Day. One day after Labor Day to one day before Memorial Day are considered winter months.

#### **Paddle Boards/Kayaks**

1. Paddle board and Kayak storage is available on site. Please contact Management for rates, terms, etc.
2. Paddle boards and Kayaks shall not be stored on patios, balconies or breezeways.
3. Paddle board and Kayak access is located at the northwest part of the property. The property is owned by Land Trust and not The Inlet, LLC. The paddle board/kayak launch is a public area.

#### **Community Grills & Personal Grills**

1. Please be courteous of other owners/tenants when using any of the community grills.
2. Personal charcoal/ gas grills or open flame cooking are not permitted on ANY of the balconies. First floor units with patios are permitted the use of a personal grill; however, they must be located a minimum of 10 feet from the building, per Fire Code.
3. Community grills are located throughout the property.
4. After cooking a meal, please move to another table to make room for other residents who may also want to grill.
5. Clean grill and utensils after use.
6. Make sure gas is turned off on all burners.

#### **Fitness Room**

1. Anyone utilizing the Fitness Room must exercise at their own risk. Neither The Inlet, LLC, the Association, nor Management are liable for injury, death, or damage caused while using this facility.
2. All guests must be accompanied by a resident.
3. All persons under the age of 18 must be under the direct and constant supervision of an adult.



# Section 6

## **Section 6.1**

### **Design and Appearance**

It is the intention of The Inlet, LLC, to maintain in the overall development a character, quality and value that is attractive and that enhances the financial investment of each homeowner. No exterior surface or appearance of a unit or Common Element shall be altered without the prior written consent from the Board of Directors.

### **Appropriate Accessories- Limited Common Areas**

Accessories are defined as any free-standing object, including tables, chairs, sculpture, plants, artwork, etc. Accessories in the Limited Common Areas can include a variety of forms, styles and materials so long as the parameters in this section are observed and approval is given by the Board. All outdoor structures, such as walls and other external structures, are to remain building standard color. The standard color may be revised from time to time by the Board of Directors.

A floor plan illustrating a typical unit layout for floors is available from Management. Shaded areas represent each unit's Limited Common area and indicate specific areas designated for accessories that are applicable to each unit. All other areas are considered General Common Areas. Accessories are not allowed in or on General Common Areas.

# The Inlet Condominiums *Maintenance Manual for Owners*



April 2018

**MAINTENANCE MANUAL FOR OWNERS  
THE INLET CONDOMINIUMS**

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## THE CONDOMINIUM CONCEPT

Condominium life can be a wonderful way to live. Along with sharing expenses for an attractive residence with nice recreation facilities and other amenities, condominium living also provides a sense of community and security for all the inhabitants.

One of the biggest benefits of the condominium concept is the sharing of maintenance responsibilities and expenses. The cost for a residence and its amenities along with upkeep is greatly reduced versus those costs for a single family home due to the shared expense employed in this structure.

But along with the benefits come limitations that are a part of condominium living. For instance, unlike in a single-family home, owners of condominium units cannot make changes to their units at will. Because of the common scheme that is inherent in condominium life, owners must get approval from the Association's Board of Directors before making alterations or additions to their Unit. Because walls, balconies, plumbing and electrical items are all, in a sense, shared with other owners, it is the responsibility of the Board to maintain some control over those elements and achieve a balance between the rights of the individual owner and the rights of the owners as a group.

A basic part of condominium management therefore is providing a structure for the maintenance and repair of common property, while maintaining a comfortable and stable environment for all unit owners, their families, guests and prospective buyers. To make that happen, every owner must pitch in by fulfilling certain maintenance responsibilities. This *Owner's Maintenance Manual* is designed to help and should be read together with *The Inlet Welcome and Information Packet* provided to owners.

## ASSOCIATION RESPONSIBILITIES

One of the most frequent questions from owners is, "Who is responsible for what?" Before addressing that, a discussion of some terms is in order.

The terms "common" and "limited common" elements are often mentioned throughout all the documents of the Association. While these may seem confusing, it is easy to remember the difference. Common elements are those portions of the condominium development that are shared by everyone, i.e. "common" to all. Examples of this include exterior walkways, stairwells, the parking lot, the pool and other recreation areas, lobbies, social or meeting rooms, and building systems such as the roof and electrical and plumbing systems which service the entire condominium development.

Limited common elements are those portions of the condominium development that are common to all units but are "limited" in the sense they are designed for the sole use and enjoyment of one owner. Each unit's patio, balcony, terrace, or porch are examples of limited common elements.

The maintenance, repair, and replacement of limited common elements is the responsibility of the Association. The upkeep and cleaning of limited common elements is the exclusive responsibility of each Unit Owner.

The Association is also responsible for the periodic maintenance, repair, and replacement of improvements to the common elements, including repairs and annual inspections of major building systems such as the roof, exterior cladding and all glazing.

For more information on Association maintenance and its related responsibilities, please see Articles V through VIII of the *Declaration of Condominium of the Inlet Condominiums* ("Declaration"). A copy of the Declaration has been provided to each owner and is also recorded in the land records of Jackson County, Mississippi.

### **Unit Access by the Association**

Under the Declaration, each owner must allow the Association the right at all reasonable times to enter into any unit or limited common element "for the purpose of maintaining, inspecting, repairing, or replacing common elements or limited common elements or for repairing, maintaining or replacing any plumbing, heating, ventilation or air conditioning system located within such unit but serving other parts of the Condominium Property; or to determine, in case of emergency, the circumstances threatening units or Common elements or limited common elements and to correct the same; or, to determine compliance with the provisions of the Condominium Documents."

Whenever possible, the manager will provide advance notice to owners when access to the unit is needed. There are many instances where this is not possible. When entering a unit, staff is instructed to ring the doorbell twice, with a 15 second interval between rings. If there is no answer, the staff member will open the door and announce their entry in a clear voice. This is to prevent any undue embarrassment for all concerned.

## **OWNER RESPONSIBILITIES**

### **Be a "Good Neighbor"**

Condominium living can be a wonderful way for a large group of people to enjoy the benefits of exclusive living arrangements. On the other hand, the inability for some to recognize inherent differences between people can create a stressful, unpleasant atmosphere. Owners should be respectful of everyone's right to quiet enjoyment of their property and of differing opinions or views on community issues. Also, actions can be misunderstood by another, so communication between neighbors - especially in a condominium property - is vitally important to the spirit of condominium life.

All owners should also take a moment to remember that a condominium is not like owning a single-family home. There are neighbors above and/or below and to the side. Please be respectful of neighbors when doing any renovations, having a party, or taking any other action that may cause noise or disturbance.

## **Unit Owner Maintenance**

### *Who is Responsible for What?*

This is a frequently asked question among condominium owners and can be the most confusing. As with all condominiums, the governing documents address the separation between association and unit owner maintenance responsibilities.

The *Declaration of Condominium of The Inlet Condominiums*, a copy of which has been provided to owners and which is recorded in the land records filed in the Office of the Chancery Clerk of Jackson County, Mississippi, provides in part as follows:

**The Unit boundaries are determined as follows:**

***A. Horizontal Boundaries. (Planes).*** The upper and lower boundaries extended to their plane intersections with the vertical boundaries of each Unit shall be:

(1) **Upper Boundary.** The horizontal plane of the unfinished lower interior surface of the uppermost ceiling.

(2) **Lower Boundary.** The horizontal plane of the unfinished upper interior surface of the floor.

***B. Vertical Boundaries. (Planes).*** The vertical boundaries of each Unit shall be the vertical planes of the interior surfaces of exterior windows and glass doors bounding a Unit and the unfinished interior surfaces of the walls and entry doors bounding the Unit, excluding paint, wall paper, and light coverings, extended to their plane intersections with each other and with the upper and lower boundaries.

**5.06. General Description of Improvements.** The Condominium Property consists essentially of five (5) Buildings, together with non-assigned automobile parking areas, lawn and landscaping, swimming pool, paved drives and sidewalks. The Ground Floor may contain certain other amenities, in Declarant's sole discretion, including but not limited to board room/dining room with kitchen, paddle board, kayak and bike storage.. Each Building will contain three (3) levels (stories). There are various types of Condominium Residential Units, which are more specifically described in this Declaration of Condominium or in the Plans attached hereto. There are a total of 95 Condominium Residential Units; 21 in buildings 2, 4 and 5 and 16 in buildings 1 and 3.

....

**5.09. Unit Ownership.** Each Unit Owner shall be entitled to the exclusive ownership and possession of his Unit. Each Unit Owner shall have the unrestricted right of ingress and egress to his Unit, which right shall be an appurtenance to his Unit. The Private Elements of each Unit shall consist of the following:

**A. The air space of the area of the Building lying within the Unit boundaries.**



**B. The surfacing materials on the interior of the exterior walls and on interior walls separating one Unit from another Unit. This is not intended to include the surfacing material on any common-party walls falling between Units. Such surfacing material is a Common Element.**

**C. The structural components and surfacing materials of all interior walls located within the boundaries of the Unit.**

**D. The structural components and surfacing materials of the floors and ceilings of the Unit.**

**E. All bathtubs, toilets and sinks, the range, refrigerator, dishwasher, hot water heater, air conditioning and heating units, lighting fixtures and all hardware and interior and exterior wall fixtures except those exterior lighting fixtures assigned to the common use of the Condominium, and the power meter and its appurtenances.**

**F. All interior trim and finishing materials.**

**5.10. Surfaces. A Unit Owner shall not be deemed to own the structural components of the perimeter and/or load-bearing walls, nor the windows and doors bounding the Units. A Unit Owner, however, shall be deemed to own and shall have the exclusive right and duty to repair and maintain, paint, repaint, tile, wax, paper, or otherwise finish and decorate the surfacing materials on the interior of exterior walls and on interior walls separating a Unit from other Units, and the surfacing materials of the floors of his Unit; all window screens; and all appurtenant installations, including all pipes, ducts, wires, cables, and conduits used in connection therewith, for services such as power, light, telephone, sewer, water, heat and air conditioning, whether located in the boundaries of the Unit or in Common Areas, which are for the exclusive use of the Unit; and all ceilings and partition walls. A Unit Owner shall have the exclusive right and duty to wash and keep clean the interior and exterior surfaces of windows and doors bounding his Unit.**

**5.13. Limited Common Elements. The Limited Common Elements located on the Property and the Unit to which they are assigned are as follows:**

**The patio, balcony, terrace, or porch abutting each Condominium Residential Unit, including the storage closet or area appurtenant to each Condominium Residential Unit, if any, located on said balcony, are Limited Common Elements appurtenant to those Units to which they attach and whose use is restricted to Units to which they are appurtenant. Doorsteps or stoops, if any, providing access to a patio, balcony, terrace, or porch are assigned as a Limited Common Element to the Unit to which the patio, balcony, terrace, or porch serves. The maintenance, repair, and replacement of each patio, balcony, terrace, or porch, storage area and the doorsteps or stoops, if any, providing access thereto shall be the exclusive responsibility of the Association. The upkeep and cleaning of each patio, balcony, terrace or porch, or storage area shall be the exclusive responsibility of the Unit Owner. The boundary lines of each patio, balcony, terrace, or porch and storage area attached to a Unit are the interior vertical surfaces thereof and the exterior unpainted finished surface of**

**the perimeter baluster or railing abutting the patio, balcony, terrace, or porch and shall include the interior of the storage area, if any.**

What does all this mean in real terms? In the case of The Inlet, it means that anything in the unit the serves or supplies that unit only is the responsibility of the unit owner, just as it would be in a single-family home someone owned. Here are certain owner responsibilities:

### ***Plumbing***

All plumbing contained inside the boundaries of the unit, or which serve only that unit is the responsibility of the unit owner. All plumbing systems should be checked yearly for leaks and corrosion. Units that are unoccupied for the majority of the year should have the wax toilet bowl rings replaced every three years to prevent leaks into units below.

### ***Electrical***

All wiring servicing the unit is the responsibility of the unit owner. This includes the service wiring from the meter to the unit. Electrical systems should be checked by a qualified electrician at least every five (5) years.

### ***AC & Ventilation***

AC systems are the sole responsibility of the unit owner. Systems should be checked routinely by a qualified service company for most efficient operation. If nothing else, owners should clean the condensate drain line (which runs from the air handler into the wall drain stack) twice a year and the air filter should be changed every three months.

### ***Hot Water Heater***

Water heaters should be checked yearly for signs of rust and leakage. In this climate, a hot water heater is expected to last five to seven years. Owners with tanks older than that should closely monitor the tank and replace it before a leak appears.

### ***Windows & Doors***

Unit entry doors are considered a limited common element but are the owner's responsibility to maintain. Any door that needs paint should be reported to the office. Locks are purely the responsibility of the owner and these should be lubricated every three months for good operation. Do not use WD-40 on any lock. WD-40 is a solvent, not a lubricant. Use a lubricant that has a silicone, graphite, or Teflon base. Windows and any sliding glass doors are the responsibility of the unit owner.

To lend more clarity, here are some examples of common issues.

**Plumbing:** Clogs and leaks in plumbing are a problem in any residence but more so within a condominium development since a clog or leak may have a direct effect on the unit above, below

or next door. To help owners understand the issue, see information below on how the buildings are plumbed for water and sewer.

**Water service:** Water to each unit is supplied by a large water supply line in the wall behind the AC and hot water systems in the utility closet of every unit. These lines run from the ground floor to the top floor, and individual water supply lines to each unit come out of the wall in the closet and links to the unit's water supply pipes. This means that all the units in that stack are connected by the same water line, e.g., units 108, 208, 308, etc. are all on the same supply line. The vertical supply line in the wall is the responsibility of the Association, as the pipe serves all the units in that stack. The unit owner is responsible for all the water lines inside the unit, as those lines serve only that unit.

**Sewer service:** Sewer lines are treated just like the water supply lines. There are several Drain/Waste/Vent stack lines in every unit and sinks, tubs, toilets, washers and showers all link to these stack pipes. The vertical drain stack is the responsibility of the Association, and each unit owner is responsible for the drain lines that lead into it.

Clogged lines are to be dealt with first by the owner. If a line is clogged, it is usually in the area that is the owner's responsibility. An owner should (1) call a plumber to clear the line, and (2) notify the office that there is a problem. Management will work with the owner's plumber to determine where the problem is and authorize any work that must be done on the Association's behalf.

**Water leaks:** Leaks are usually from one of five causes: 1. Faulty hot water heater; 2. Bad wax seals under the toilet; 3. Leaking AC condensate drain line; 4. Cracked drain lines in showers, bathtubs and under toilets as mentioned above; or 5. improper maintenance of washing machines. Unfortunately, owners have little notice of these problems until the downstairs neighbor calls or comes up to say there is a leak in their unit! It is the owner's responsibility to correct the problem in a timely manner, so as not to cause additional (and expensive) damage. Owners should have these systems checked regularly.

**Electrical systems:** The local electric utility, Mississippi Power Company, is responsible for the electric service to the meter. All electrical wiring and fixtures after the meter are the responsibility of the unit owner. This includes the main circuit breaker for each unit, which is generally located in the storage area directly adjacent to the stairwell on each floor. All the storage room doors have the same master key. A unit's meter is located either on that unit's floor or in a generator room in each building. In the event of an electric outage, please contact Mississippi Power Company to report the outage and receive updates on the restoration of service. Please do not call the Association Office, as Management has no special contact information for Mississippi Power Company.

**Windows and Doors:** Maintenance of these items is the responsibility of the unit owner. Locks, rollers, tracks and guides should be cleaned and lubricated at least once a year, due to extreme corrosion caused by the elements.

**More on Unit Owner Preventative Maintenance**

Owners should also perform these routine maintenance tasks at least once a year:

**AC System** - Owners should have the AC system checked each year for the most efficient operation. If nothing else, the condensate drain line should be cleaned twice a year and the air filter should be changed every three months.

**Drains** - Drains that are "slow" are often due to clogs, which are the result of units sitting unused for months at a time. Any food or grease deposits in a drain line will dry out and turn rock hard after several months, and when an owner returns and begins using the drain, a clog can build up rapidly. Do not pour Drano or other harsh drain chemicals in the drains and leave them when you depart for an extended period. Leaving these chemicals without rinsing can eat through the cast iron drain lines, causing a larger problem. If an owner has a blocked drain, the owner must contact a plumber first to resolve the problem. If the plumber determines the clog is not in the unit, the owner must contact the office before authorizing any further work.

Drains are not a trash receptacle. Owners are reminded that the drain system is not a trash receptacle. Items such as cleaning rags, clothing, mop heads, child and adult diapers, grease and even personal cleansing wipes should not be discarded in the drains or toilets. These items will clog the building's drain system, causing unnecessary and expensive repairs to the drain waste system. In some cases, bathroom and/or kitchen demolition may be needed for access to the drain system and interior restoration costs are not the Association's responsibility.

**Dryer Vent Traps** - As simple as it sounds, all owners should clean the dryer vent trap after each use to avoid fire-causing build-ups. Owners who lease their units should pay particular attention to this and ask their tenants to follow this rule. Because of the length of the vent from dryer to exterior, each unit contains high-output dryers. If dryer performance goes down (e.g., it takes longer to dry), notify the manager who will schedule a maintenance cleaning of the vent shaft.

**Entry Door (Unit)** - The unit entry door must be maintained by the unit owner.

**Hot Water Heater** - For those units which are left unused for a long period during the year, it is advised that owners check their water tanks for corrosion and rust every year upon their return.

**Sliding Glass Doors** - For any such doors, the bottom rollers and tracks can suffer corrosion. Please clean and lubricate at least once a year.

**Smoke Alarms** - Unit smoke alarms, which are not wired to the building fire alarm system, are the responsibility of the unit owner. Alarm units should be replaced every ten years, and the batteries replaced every year.

**Toilets** - Owners should check the operation of toilet valves and flappers each year to ensure those mechanisms are working properly. These items are the biggest water wasters in any household. Owners should also check around the base of the toilet for any water leaks. These leaks are often due to the wax sealing rings drying out and losing their seal. Failure of these seals leads to damage

to the ceiling of the unit below, which leads to greater repair costs. Owners should contact a plumber to diagnose and repair the leak.

**Washer Water Supply Hoses** - The washer dryer system can be hard to move, but owners should make the effort to check the washer hoses at least once a year. Any bulge or unusual hardness in a hose is cause for concern, and the hose should be replaced - preferably with a metal mesh safety hose.

**Windows** - Windows should have their tracks cleaned and lubricated once a year.

### **Unit Owner Insurance and Damage/Repair of Units**

Many owners think that the Association's insurance policies will cover them in the event of a loss. This is not true in most cases, and owners without a mortgage who choose to "self-insure" by not having a policy are at risk of a large loss.

Owners should contact an insurance agent for appropriate coverage under an "HO-6 policy," which should include liability as well as replacement coverage for the following:

- Furnishings & Contents
- Wall Covering
- Ceiling Coverings
- Electrical Fixtures
- Floor Coverings
- Water Heater & AC System
- Appliances
- Built-in cabinets & counters
- Window Treatments
- Any Additions/Renovations/Upgrades

### **Coverage for Accidents and Negligence**

In the case of damage to a unit by accident or negligence (e.g., a fire originating in the unit, or a flood from a broken pipe in the unit), it is the owner's responsibility to assess and pay for damage, whether on their own, or by having insurance coverage. If there are related damages to any Common or Limited Common Element, the Association's insurance company will be notified, and the owner may be contacted by the Association's agent, a process known as subrogation. If there is no insurance coverage, the unit owner may have to pay out-of-pocket. This would also be the case if other units are damaged by the same event -those owners with damage would expect the owner who caused the damage to pay for repairs.

In the case of minor damage, the Association recommends to all owners that they practice the "good neighbor" policy. If a leak from a toilet or sink causes damage to the unit below, the owner who caused the damage should repair it. Minor damage to drywall may be repaired by the Association.

## **Supervision of Contractors by Unit Owners**

Routine maintenance for plumbing, electrical, AC repair and renovation projects will always be needed, and it is the responsibility of the unit owner to schedule contractors and to provide access to the unit. Owners should realize that it is not the role of the management or staff of the Association to supervise contractors hired by an owner.

Sometimes, contractors and service personnel do not respect the premises and damage or disrupt the cleanliness of the lobby and other common elements. Damages caused by a contractor to any of the common or limited common elements to be assessed to the unit owner who employed the contractor. Therefore, it is in the owner's best interest to strongly communicate to contractors that they are expected to follow all published rules, and to clean up when a project is complete. This includes all common areas, walkways and stairwells, as well as the specific unit job site.

In addition, the rules set forth in the *Welcome and Information Packet* should be followed at all times:

## **UTILITIES**

### **Waste Disposal**

Please remember to read and follow posted trash and garbage rules, especially the posted times for waste disposal.

### **Recyclable Materials**

All recyclable materials may be disposed of by using the recycle bin located on the Property. Paper, cardboard, printed catalogs and flyers as well as glass, plastic and metal, may all be placed in their respective containers. Please be aware that plastic bags used to transport those items to the bins are not recyclable and those should be thrown away on your own.

### **Water/Sewer Systems**

Water and sewer service is provided to the property by the Ocean Springs Water Department. Although water and sewer service is paid for by the Association, owners should be judicious in their use of that service so as to avoid the necessity of future related Association dues increases.

### **Electric Service**

Each homeowner is responsible for the cost of electric service in their unit. As such, each unit does have its own electric meter and master circuit breaker located at various places throughout the buildings. New owners should contact Mississippi Power Company (MPC) to establish service for the unit. The Association encourages all owners to sign up for the MPC auto-debit program to ensure that service is not interrupted. Because we are in a high-moisture environment, mold can bloom quickly without a functioning air conditioner.

Be aware that the unit owner is responsible for all wiring and electrical boxes that service each unit. This means that once the power supply line reaches the electric meter, the owner is responsible for all electrical system components supplying service to the individual unit.

In the event of a power outage, please do not call the office or a board member. You should call Mississippi Power Company immediately to report the outage. Please call the number on your most recent billing statement.

### **Cable TV Service**

Cable service is available to each unit at the owner's expense. For basic, premium or expanded cable service or for equipment, each unit owner may contact AT&T or Cable One. The Association is not responsible for cable service outages or issues. If an owner has a problem with cable service, they should contact AT&T or Cable One directly.

### **Pest Control**

The Association will maintain a contract with a pest control service, and all common areas will be serviced monthly. Owners are responsible for pest control and pest control service within their unit. Owners are asked to recognize that pest control is not pest elimination. Insects will be seen from time to time in units, especially during the summer months.

Typical standards of cleanliness also should be observed in the units: clean food and beverage spills immediately (particularly grease); always store food in glass jars and sealed plastic containers; put all garbage and recyclables in a tightly sealed containers; fix leaky plumbing and increase ventilation in areas where there might be condensation; vacuum all cracks and crevices so they are free of food and other debris that cockroaches may find attractive. Most important, all openings around drains and pipes under sinks and in cabinets should be sealed with foam sealant or by using plain steel wool.

Control cockroaches using home-safe pesticides inside the units. The pest control company will treat around buildings and common elements.

### **Telephone and Internet**

Telephone and internet service is now provided by AT&T or Cable One, at the owner's expense. Owners should take note that the manager is not involved with or has no control over this service, and there are differences between internet-based phone service and the traditional wired system. Any old fashioned corded phone will still work, even if the electric service in the unit goes out. Internet-based phone service depends on electricity and both phone and cable lines to provide telephone service. Thus, during a storm, if cable and internet service is disrupted, then telephone service may be out as well.

## **FIRE SAFETY AND EMERGENCY NOTIFICATIONS**

Fire safety is one of the most important issues at any condominium. Each owner, tenant or guest should be familiar with the safety equipment in the building and the procedures for notification and evacuation in the event of a fire. The following points are designed to help everyone understand the safety systems in the buildings.

Each unit should have a functioning smoke detector and fire extinguisher.

Smoke alarms in the individual units are not connected to the building's fire alarm system. Should the smoke alarm in any unit activate, 911 will not be alerted automatically.

Smoke alarms in every unit are the responsibility of the unit owner and should be tested twice a year, once in the spring and once in the fall. Use the changes in daylight savings time as a reminder to check the smoke alarm and replace any batteries. Smoke alarms should be replaced once every ten years, as the materials used to detect smoke in the air degrade over time.

Personal Charcoal/ Gas Grills or open flame cooking are not permitted on any of the balconies. First floor units with patios are permitted the use of a personal grill; however, they must be located a minimum of 10 feet from the building, per Fire Code.

If there is a fire in a unit, contain the fire by turning off all air conditioning and fans. Keep all doors and windows closed.

Get out immediately and close the unit door.

Activate the fire alarm system by using a pull box.

911 should also be contacted as a precaution.

If the fire is outside the unit, evacuate immediately if you hear the fire alarm or receive instructions.

Head for the nearest stairwell.

If there is smoke, drop to the floor level and crawl low under the smoke.

If blocked in a unit, turn off all air conditioning and fans, seal doors and windows with wet towels. Signal at windows or on balconies for rescue.

Be aware of your surroundings. Plan and discuss with all residents and guests of the unit the published escape routes available.

In any evacuation, inform Management if there is a person or persons needing special assistance or if there are children in the unit.

Keep a flashlight near each bed. With an electrical power outage and/or a smoke situation, visibility becomes poor, especially at night. Even during the daylight, visibility during a serious fire is almost non-existent.



Be aware of the condominium fire alarm system. Each building is equipped with a speaker that will be used to transmit a verbal announcement when the building fire alarm is activated. A red fire alarm pull box, which is used to activate the alarm system, is located on each floor. In the event of a fire, pull down on the alarm switch as indicated. 911 should also be called as an extra precaution.

There are fire hose cabinets located on each floor. Each cabinet contains a fire hose and a fire extinguisher. Do not use the fire hose unless you know how it operates.

## UNIT CLOSING

When leaving the unit for an extended period, the Association asks that owners prepare the unit before departure. These policies are designed to protect not only the owner's property, but the adjacent units and Association property as well. Failure to follow these procedures could mean a denial of the owner's insurance coverage if there is an insurable event, i.e. fire or flood, in the closed unit.

Notify Management when you leave for more than seven (7) days and leave the Association Office your forwarding address and emergency contact information.

Notify Management of the name of any person/company authorized to enter and/or check your unit in your absence. It is not the responsibility of the Association to monitor your Unit.

Please provide a list of any person or company authorized to service your air conditioner, water heater, plumbing, windows, etc.

Shut off main water supply valve, located near the hot water tank. This is extremely important. Leaving the water on in an empty unit can mean an expensive disaster if there is a water leak that goes unnoticed for even a short period of time.

Turn off all electric breakers, except for the AC and the refrigerator. The summer months can bring severe thunderstorms and electric outages, which may damage sensitive electronics or cause food spoilage if there is an electrical surge.

The Association recommends that owners turn off their refrigerator and leave the door open. At the very least, the refrigerator should be cleaned of any perishable food. In the event of an extended electrical outage, if the Association is required to enter your unit and dispose of spoiled food items, a cleaning Fee will be charged.

To allow air to circulate and lessen mold and mildew, open kitchen cabinet doors and drawers, bedroom doors, closet doors and dresser drawers.

Set thermostat at 80 and if you have a humidistat, set it at 65.

Move patio/balcony furniture inside your apartment and latch/lock the doors to the patio/balcony. Close and lock doors and make sure they are in good working order; it is the responsibility of the

owner/tenant/designated attendant to secure the unit at all times, especially though not only if the unit is unoccupied for more than seven (7) days. If the Association is required to enter and secure a unit, a service fee will be charged per event.

## HURRICANE PROCEDURES

Hurricanes are an unfortunate fact of life for those on the Mississippi Gulf Coast, and the hurricane season runs from June 1 to November 30 each year.

As a storm approaches, the Board and Management will closely monitor the projected path. If the National Weather Service predicts a local landfall and resulting storm surge, the Board will call for an emergency response program. This will entail the following:

Prepare and move lobby, social room and office furniture to storage.

Prepare and move office records and electronic equipment to storage in upper floors.

Notify all residents of evacuation plans and procedures.

Secure all buildings and remove all items that may become airborne.

Perform a visual check of exterior doors to ensure they are closed.

Pre-arrange for debris removal services, insurance claims, and safety checks.

Owners who are away should arrange with an outside caretaker, agent or friend who is a full-time resident to check and secure their unit in the event of a storm warning. As a reminder, the Association is not responsible for securing owner units. Each owner must provide an outside caretaker or agent to be responsible for securing the unit in the event of a storm. Once the National Weather Service has issued a hurricane warning for this area, all units must be secured. If the Association must enter a unit to remove items from the balcony and to close and secure the unit, the Association will not be held responsible for any damage to the unit or personal property resulting from entry and a service charge will be levied against the unit owner. After a storm, if the Association must enter to remove spoiled food items from the refrigerator/for, a cleaning service charge will be levied against the unit owner.

Following a storm, management may enter unoccupied units to investigate and assess any damage to the common elements or limited common elements. Please do not call Management or full-time residents to empty your refrigerator/freezer, clean up water and storm damage or make repairs after a storm has passed. Residents will be busy tending to their own units and the management will be busy with clean up and repair of the common areas.

Once an evacuation order is given by governing authorities, all residents should follow the evacuation instructions and evacuate as soon as possible. If a resident chooses to stay and ride out the storm, there are several points to be considered:

- Monitor local news for latest storm advisories.
- Learn the evacuation routes inland.
- Learn locations of official shelters.
- Review needs and working condition of emergency equipment such as flashlights, battery powered radios, etc. Candles should not be used, and propane or gas lanterns, charcoal or gas grills, or portable generators are strictly forbidden due to the fire hazard.
- Stock non-perishable food and water supplies for at least two (2) weeks
- Contact the local Red Cross or emergency management office for information or assistance.
- Make prior arrangements for pets, as shelter space for pets is limited.
- Be aware that if the "eye" of the hurricane passes over the condominium property, the weather conditions are temporary and that the storm conditions will return with winds from the opposite direction, sometimes in a matter of minutes.
- Once a building's power goes out, there will be no electrical service to any individual unit.
- Any emergency standby generator will be shut down until after the storm, to prevent possible damage to the generator from a storm surge. This means that no walkway lighting, stairwell lighting or another emergency system will operate.
- Once the building loses power, there will be no running water service. Owners should fill the bathtub and any available storage container for the use of sanitary facilities.

## QUESTIONS

If you have questions about anything you have read here, please feel free to contact Management at 228-872-0141 or by email at [coamanager@inletresidences.com](mailto:coamanager@inletresidences.com).

**EXHIBIT "G"**  
**Shares of Common Elements and Liabilities**

The Inlet - Percentage Interest Common Elements				
Unit	Floorplan Type	Plan Type	Square Footage	Percentage Ownership
120	C1	3BR/2BA	1327	1.1902%
121	B1	2BR/2BA	1095	0.9821%
122	A1	1BR/1BA	855	0.7669%
123	A1	1BR/1BA	855	0.7669%
124	A1	1BR/1BA	855	0.7669%
125	A1	1BR/1BA	855	0.7669%
126	B2	2BR/2BA	1156	1.0368%
127	B1	2BR/2BA	1095	0.9821%
130	C1	3BR/2BA	1327	1.1902%
131	B1	2BR/2BA	1095	0.9821%
132	A1	1BR/1BA	855	0.7669%
133	A1	1BR/1BA	855	0.7669%
134	A1	1BR/1BA	855	0.7669%
135	A1	1BR/1BA	855	0.7669%
136	B2	2BR/2BA	1156	1.0368%
137	B1	2BR/2BA	1095	0.9821%
211	B2	2BR/2BA	1156	1.0368%
212	B1	2BR/2BA	1095	0.9821%
213	A1	1BR/1BA	855	0.7669%
214	B1	2BR/2BA	1095	0.9821%
215	A1	1BR/1BA	855	0.7669%
216	B1	2BR/2BA	1095	0.9821%
217	C1A	3BR/2BA	1327	1.1902%
221	B2	2BR/2BA	1156	1.0368%
222	B1	2BR/2BA	1095	0.9821%
223	A1	1BR/1BA	855	0.7669%
224	B1	2BR/2BA	1095	0.9821%
225	A1	1BR/1BA	855	0.7669%
226	B1	2BR/2BA	1095	0.9821%
227	C1	3BR/2BA	1327	1.1902%
231	B2	2BR/2BA	1156	1.0368%
232	B1	2BR/2BA	1095	0.9821%
233	A1	1BR/1BA	855	0.7669%
234	B1	2BR/2BA	1095	0.9821%
235	A1	1BR/1BA	855	0.7669%
236	B1	2BR/2BA	1095	0.9821%
237	C1	3BR/2BA	1327	1.1902%
320	B1	2BR/2BA	1095	0.9821%
321	B2	2BR/2BA	1156	1.0368%
322	A1	1BR/1BA	855	0.7669%
323	A1	1BR/1BA	855	0.7669%

Unit	Floorplan Type	Plan Type	Square Footage	Percentage Ownership
324	A1	1BR/1BA	855	0.7669%
325	A1	1BR/1BA	855	0.7669%
326	B1	2BR/2BA	1095	0.9821%
327	C1	3BR/2BA	1327	1.1902%
330	B1	2BR/2BA	1095	0.9821%
331	B2	2BR/2BA	1156	1.0368%
332	A1	1BR/1BA	855	0.7669%
333	A1	1BR/1BA	855	0.7669%
334	A1	1BR/1BA	855	0.7669%
335	A1	1BR/1BA	855	0.7669%
336	B1	2BR/2BA	1095	0.9821%
337	C1	3BR/2BA	1327	1.1902%
411	B2	2BR/2BA	1156	1.0368%
412	B1	2BR/2BA	1095	0.9821%
413	A1A	1BR/1BA	855	0.7669%
414	B1	2BR/2BA	1095	0.9821%
415	A1	1BR/1BA	855	0.7669%
416	B1	2BR/2BA	1095	0.9821%
417	C1	3BR/2BA	1327	1.1902%
421	B2	2BR/2BA	1156	1.0368%
422	B1	2BR/2BA	1095	0.9821%
423	A1	1BR/1BA	855	0.7669%
424	B1	2BR/2BA	1095	0.9821%
425	A1	1BR/1BA	855	0.7669%
426	B1	2BR/2BA	1095	0.9821%
427	C1	3BR/2BA	1327	1.1902%
431	B2	2BR/2BA	1156	1.0368%
432	B1	2BR/2BA	1095	0.9821%
433	A1	1BR/1BA	855	0.7669%
434	B1	2BR/2BA	1095	0.9821%
435	A1	1BR/1BA	855	0.7669%
436	B1	2BR/2BA	1095	0.9821%
437	C1	3BR/2BA	1327	1.1902%
511	B2	2BR/2BA	1156	1.0368%
512	B1a	2BR/2BA	1095	0.9821%
513	A1	1BR/1BA	855	0.7669%
514	B1	2BR/2BA	1095	0.9821%
515	A1	1BR/1BA	855	0.7669%
516	B1	2BR/2BA	1095	0.9821%
517	C1	3BR/2BA	1327	1.1902%
521	B2	2BR/2BA	1156	1.0368%
522	B1	2BR/2BA	1095	0.9821%

Unit	Floorplan Type	Plan Type	Square Footage	Percentage Ownership
523	A1	1BR/1BA	855	0.7669%
524	B1	2BR/2BA	1095	0.9821%
525	A1	1BR/1BA	855	0.7669%
526	B1	2BR/2BA	1095	0.9821%
527	C1	3BR/2BA	1327	1.1902%
531	B2	2BR/2BA	1156	1.0368%
532	B1	2BR/2BA	1095	0.9821%
533	A1	1BR/1BA	855	0.7669%
534	B1	2BR/2BA	1095	0.9821%
535	A1	1BR/1BA	855	0.7669%
536	B1	2BR/2BA	1095	0.9821%
537	C1	3BR/2BA	1327	1.1902%
Retail 1			6333	5.6801%
Retail 2			2294	2.0575%
Retail 3			1387	1.2440%
Retail 4			1807	1.6207%
<b>Totals</b>			<b>111495</b>	<b>100.00%</b>

