

WELCOME TO GULF PALM VILLAS

**ENCLOSED IS A GENERAL
INFORMATION PACKET
PREPARED BY THE GPV'S
SOCIAL COMMITTEE**

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BOARD OF DIRECTORS

Gulf Palm Villas, (GPV), Board of Directors (BOD), has a minimum of 5 board members. All members are volunteers and are elected by the owners. They are NOT Property Managers. They will not accept or sign for deliveries, nor will they let contractors/repairmen into your condo for your personal convenience. Individual owners must make arrangements, if they are expecting deliveries or need these services. The BOD only makes entry arrangements for emergency situations, (i.e. loss of life, limb or property) and the GPV contracted Pest Control Service. Board members are:

President

Vice President

Treasurer

Secretary

Members at large

COMMITTEES

Currently there are three active committees; future committees will be added or deleted at the discretion of the BOD.

1. Social Committee
2. Grounds Committee
3. Building and Maintenance Committee

SCANNED



1st Judicial District
Instrument 2008 7684 D -J1
Filed/Recorded 9 9 2008 9 20 A
Total Fees 56.00

56 Pages Recorded

STATE OF MISSISSIPPI
COUNTY OF HARRISON



**SECOND AMENDED DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF GULF PALM VILLAS CONDOMINIUMS**

THIS DECLARATION originally made by GULF COAST INDUSTRIES, INC., a Mississippi corporation (the "Developer"), is hereby amended by the GULF PALM VILLAS CONDOMINIUM OWNERS ASSOCIATION.

This Second Amended Declaration of Covenants, Conditions and Restrictions of Gulf Palm Villas Condominiums is amended to state the following, to wit:

1. Submission to Condominium Ownership. The purpose of this Declaration is to submit the lands herein described and the improvements to be constructed thereon to the condominium for ownership and use in the manner provided by the Mississippi Condominium Law, Section 89-9-1, seq. of the Mississippi Code of 1972, as amended, and to provide for restrictions relating to the Project, which restrictions shall be enforceable equitable servitudes, and shall inure to and bind all owners of Units in the Project, and may be enforced by any owner of a Unit in the Project.

- (a) The name by which this condominium is to be identified is Gulf Palm Villas Condominium, a condominium, and its address is 1453 East Beach Boulevard, Pass Christian, Mississippi 39571.
- (b) The Project which is hereby submitted to the condominium form of ownership of real property is the lands described in a certain Plan of Condominium originally on file and of record in Plat Book 38 Page 14 in the office of the Chancery Clerk in the First Judicial District of Harrison County, Mississippi and amended in Plat Book 39, page 42 in the office of the Chancery Clerk in the First Judicial District of Harrison County, Mississippi.

2. Definitions. The terms used herein and in the By-laws (attached as Exhibit "B") shall have the meanings stated as follows:

- (a) "Articles" shall mean the Articles of Incorporation of the Management Body.
- (b) "Board" shall mean the Board of Directors of the Management Body.
- (c) "By-laws" shall mean the By-laws of the Management Body, as they may be from time to time, amended.

- (d) "Common Areas" means the entire Project, excepting all units therein granted or reserved.
- (e) "Common Expenses" include (1) expenses of administration; expenses of maintenance, operation, repair, replacement, utility, gardening, or other services benefitting the Common Areas; (2) expenses for premiums for fire, casualty, flood, liability, worker's compensation and other insurance insuring the Management Body, the Condominium Owners, and for bonding of the members of the Management Body; (3) expenses incurred for the purchase by the Management Body of materials, supplies and the like and for maintenance and repair of the Common Areas; (4) expenses incurred for the employment of personnel necessary for the operation of the Management Body and the project, and for legal and accounting services; (5) for payment by the Management Body of taxes and special assessments which would be a lien upon the entire Project or Common Areas, and for discharge by the Management Body of any lien or encumbrance levied against the entire project or Common Areas; (6) expenses incurred by the Management Body for reconstruction or repair of any portion or portions of the Project damaged or destroyed; and (7) for other expenses declared common expenses by the provisions of this Declaration or by the By-Laws.
- (f) "Condominium Law" means the Mississippi Condominium Law, § 89-1-1, et seq. of the Mississippi Code of 1972, as amended.
- (g) "Declaration" means this instrument by which this Project is established, as this Declaration may from time to time be amended.
- (h) "Developer" means Gulf coast Industries, Inc., a Mississippi corporation, and its successors in interest.
- (i) "Management Body" means the Gulf Palm Villas Condominium Owners Association, Inc., and its successors.
- (j) "Project" means the entire parcel of real property divided, or to be divided into condominiums, including all structures thereon.
- (k) "Unit" means the elements of a condominium which are not owned in common with the owners of other condominiums in the Project.
- (l) "Unit Owner" means the owner or owners of a Unit in the project.
- (m) "Utility Services" as used in this Declaration and the By-laws, shall include but not be limited to electric power, natural gas, hot and cold water, heating, refrigeration, air conditioning, and garbage and sewage disposal.

3. Development Plan. The Project is being developed in accordance with the Plan of Condominium of Gulf Palm Villas Condominiums which originally appears of record in Plat Book 38 at Page 14 in the Office of the Chancery Clerk in the First Judicial District of Harrison County, Mississippi, and amended of record in Plat Book 39 at page 42 in the Office of the Chancery Clerk in the First Judicial District of Harrison County, Mississippi. The Project shall be constructed by the Developers substantially in accordance with the plans and specifications therefor prepared by Brown & Mitchell, engineers. The Project will contain forty-eight Units, and will also include gardens and landscaping, a swimming pool, automobile parking areas, and other facilities located substantially as shown on the Plan. The Developer reserves the right to change the interior design of the Units, and the boundaries between Units, so long as the Developers owns the Units so altered. Any such change shall be reflected by an amendment to the Plan of Condominium which may be executed by the Developer alone, notwithstanding any other provision of this Declaration. No such change shall increase the number of Units, but may decrease the number of units, nor alter the boundaries of the Common Areas without an amendment to the Plan and this Declaration in the manner prescribed in paragraph 28. Use of parking areas will be permitted according to regulations of the Management Body. The Developer is not required to develop all of the Units, nor to develop such units in any particular sequence.

4. Unit Boundaries. Boundaries of each unit are the interior surfaces of the concrete perimeter walls, floors, ceilings, windows and doors thereof, and the unit includes both the portions of the building so described and the air space so encompassed. The following are not part of a unit unless within the boundaries of a Unit with the definition in the preceding sentence: concrete and other bearing walls, columns, floors, roofs, foundations, elevator equipment and shafts, central heating, central refrigeration and central air conditioning equipment, reservoirs, tanks, pumps and other central services, pipes, ducts, flues, chutes, conduits, wires and other utility installations, wherever located (excepting only electrical outlets within a Unit).

5. Maintenance and Alteration of Units.

- (a) The responsibility of the condominium owner to maintain, repair and replace his Unit shall be:
 - (1) The sole responsibility to paint, repaint, tile, wax, paper, or otherwise refinish and decorate the inner surfaces of the walls, ceilings, floors, windows and doors bounding his own Unit;
 - (2) To maintain, repair, and replace at his expense sheetrock walls and all other portions of his Unit, including the electrical outlets thereof, and excepting only portions to be maintained, repaired and replaced by the Management Body;
 - (3) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of any building on the project; and
 - (4) To promptly report to the Management Body any defect or need for repairs the responsibility for which is that of the Management Body.
- (b) Except as elsewhere reserved to the Developer, no Unit Owner or Unit Owners shall make any alteration in the portions of a Unit or of a building in the Project, remove any portion thereof, make any additions thereto, do anything which would jeopardize the safety or soundness thereto, do anything which would jeopardize the safety or soundness of any building comprising the Project, or impair any easement, without first obtaining approval in writing of owners of all Units in which such work is to be done and the approval of the Board of Directors of the Management Body. A copy of plans for all such work prepared by an architect licensed to practice in this state shall be filed with the Management Body prior to the start of the work.

6. Maintenance and Alteration of Common Areas.

- (a) The Management Body shall maintain, repair and replace:
 - (1) All portions of the Project, unless such portions as are within the boundaries of a Unit, contributing to the support of the Unit, which portions shall include concrete and other bearing walls, columns, floors, roofs, foundations, elevator equipment and shafts, central heating, central refrigeration and central air conditioning equipment, reservoirs, tanks, pumps and other central services, pipes, ducts, flues, chutes, conduits, wires and other utility installations, wherever located (excepting only electrical outlets within a Unit). All incidental damage caused to a Unit by such work shall be promptly repaired at the expense of the Management Body.
- (b) The Management Body shall be responsible for the operation and maintenance of the Common Areas, and shall pay for the cost and expense thereof.

- (c) After the completion of the project, there shall be no alteration of, removal of, addition to, or further improvement of any building which is to be maintained by the Management Body or of the Common Areas without the prior written approval by not less than seventy-five (75%) percent of the Unit Owners, except as provided by the By-laws, but no such alteration or improvement shall unreasonably interfere with any of the rights of any Unit Owner, including each unit Owner's easement for ingress, egress and support through the Common Areas. The cost of any such alterations or further improvements shall not be assessed against a bank, life insurance company, federal savings and loan association or other lending institution which acquires its title as a result of owning a deed of trust upon a Unit, unless such lending institution shall approve the alteration or improvement, regardless of whether the title is acquired by deed in lieu of foreclosure, or through judicial or non-judicial foreclosure proceedings. The share of any cost not so assessed shall be assessed to other Unit Owners in equal shares. There shall be no change in the shares and rights of a Unit Owner in the Common Areas which are altered or further improved whether or not the Unit Owner contributes to the cost thereof.

7. Assessments.

- (a) Creation of Lien and Personal Obligation of Unit Owners. Each Unit Owner, by acceptance of a conveyance thereof, whether or not it shall be so expressed in such conveyance, covenants and agrees to pay to the Management Body annual assessments, special assessments for capital improvements and special assessments for emergency needs, such assessments to be established, made and collected as hereinafter provided. The annual assessments, special and emergency assessments, together with interest at the rate of ten (10%) percent per annum, from the time the same becomes payable, until paid, late charges, costs and reasonable attorney's fees, shall be a debt of each Unit Owner at the time the assessment is made.

No unit owner may waive or otherwise escape liability for the assessments provided for in this Declaration by non-use of the Common Area or any part thereof, or his or her Unit, or any other part of the Project.

- (b) Purpose of Assessments. Assessments levied shall be used exclusively for the purpose of the payment of the Common Expenses, and for the performance of the duties of the Management Body as set forth in this Declaration.
- (c) Annual Assessments. The Board shall fix and determine from time to time, the sum or sums necessary and adequate for the operation, maintenance and management of the Common Area, and for the payment of the Common Expenses, which shall be prorated equally among all the Units in the Project. The annual assessment may be increased by the Board each year by an amount not more than ten (10%) percent above the annual assessment for the

previous year without a vote of the members of the Management Body as set forth hereafter.

- (d) Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Subparagraph (C) hereof, the Board of Directors may levy, during any calendar year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, or unexpected repair or replacement of any building, structure, or capital improvements, comprising a part of the Project, or upon the Common Area, including any necessary fixtures and personal property related thereto; provided, however, that any such assessment in excess of Two Hundred Fifty and No/100 Dollars (\$250.00) per unit per year shall be approved by a vote of members of the Management Body as set forth hereafter. Said special assessment shall be paid at the same time as payment is made of the annual assessment.
- (e) Special Assessments for Emergency Needs. If the assessment levied in any month is or will become inadequate to meet all Common Expenses hereunder for any reason, including non-payment of any Unit Owner's assessment on a current basis, the Board of Directors immediately determine the approximate amount of such inadequacy for such month and issue a supplemental budget, setting forth the reason therefor, and levy any emergency assessment for the amount required to meet all such Common Expenses on a current basis against each Unit Owner, provided, however, that any emergency assessment in excess of Two Hundred Fifty and No/100 Dollars (\$250.00) per unit per year may be made only upon vote of the members as provided hereafter. Said emergency assessment shall be paid by the Owners within thirty (30) days after notice thereof.
- (f) Notice and Quorum for Authorized Action. If any action authorized under this Paragraph 7 shall require the approval of Unit Owners (with one vote being cast per unit), approval of the Unit Owners of fifty-one (51%) percent of the Units shall be required for the approval thereof. The approval of the members of the Management Body shall be obtained at a meeting called for that purpose, at which a quorum need not be present, written notice of which shall be sent to all Owners not less than ten (10) days nor more than thirty (30) days in advance of the meeting. If the proposed action is passed by a majority of the votes cast at such meeting, but the Unit Owners voting in favor thereof at such meeting own less than fifty-one (51%) percent of the Units. Unit Owners who were not present in person or by proxy may give their consent in writing within twenty (20) days after the aforesaid meeting, so that the approval of the owners of fifty-one (51%) percent of the Units may be obtained.
- (g) Due Dates of Annual Assessments and Special Assessments for Capital Improvements. The Board shall fix the amount of the annual assessment and any special assessment for capital improvements at least thirty (30) days in

advance of each annual assessment period. Written notice of the annual assessment and any special assessment for capital improvements shall be sent to each unit Owner subject thereto.

Each unit Owner at the time of the purchase of his ownership interest shall select (on forms provided by the Management Body) the method of payment by which his annual and special assessments for capital improvements shall be paid, which may be either on a quarterly, semi-annual and annual basis, calculated by reference to each anniversary date of such Unit Owner's purchase. The option so selected may thereafter be changed only in accordance with the rules of the Management Body as may then be in force.

The Management Body shall, upon demand, and for a reasonable charge, furnish a certificate to persons requesting the signed by an officer of the Management Body, setting forth all assessments on a specified Unit and whether said assessments have been paid. Such certificate shall be conclusive evidence of all assessments on the specified Unit and of the payment of any assessment therein stated to have been paid.

(h) Effect of Non-Payment of Assessments: Remedies of the Management Body.

- (1) Each Unit Owner covenants and agrees to pay to the Management Body the assessments provided for in this Declaration, and agrees to the enforcement of all such assessments in the manner herein specified. Any assessments which are not paid within thirty (30) days after the due date shall bear interest from the date of delinquency at the rate of ten (10%) percent per annum, and the Board of Directors of the Management Body may, in addition, impose a late payment charge, not exceeding Twenty-Five and No/100 (\$25.00) Dollars or fifteen (15%) percent of the amount of any delinquency, whichever is greater, but no such late charge shall be made unless such delinquency is more than fifteen (15) days past due, and such late payment charge may be collected only one time on a specific installment, and no late payment charge may be collected on a partial payment resulting from the deduction of a late payment charge from a regular scheduled payment. In the event an attorney or attorneys are employed for collection of any assessments whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Unit Owner agrees to pay reasonable attorney's fees and costs thereby incurred, in addition to any other amounts due or any other relief or remedy obtained against such Unit Owner. In the event of a default in payment of any such assessment when due, such assessment shall be deemed delinquent. In addition to any other remedies herein or by law provided, the Management Body may enforce the obligations of Unit Owners to pay the assessments provided for herein, and each of

them, in any manner provided by law or in equity, and without limitation of the foregoing, by any or all of the following procedures:

- (i) Enforcement by Suit. Without waiving the liens securing the same, the Management Body may commence and maintain a suit at law against a Unit Owner or prior unit Owner to recover a monetary judgment for unpaid assessments. Any Judgment rendered in any such action shall include the amount of the delinquency, with any late charges and interest thereon at the rate stated in the Declaration from the date of the delinquency, court costs and reasonable attorneys' fees.
- (ii) Enforcement by Condominium Lien. The amount of any assessment plus any other charges thereon, such as interest, cost, late charges and attorney's fees, shall be and become a lien upon the Unit assessed when the Management Body causes to be recorded in the Office of the Chancery Clerk in the First Judicial District of Harrison County, Mississippi, a Notice of Assessment, which shall state the amount of such assessment and such other charges thereon as may be authorized by the Declaration, a description of the Unit against which the same has been assessed, and the name of the record owner thereof. Such notice shall be signed and acknowledged by an authorized representative of the Management Body. Upon payment of said assessment and charges in connection with which such notice has been so recorded, or other satisfaction thereof, the Management Body shall cause to be recorded a further notice stating the satisfaction and the release of the lien thereof. The Management Body, or its attorney, may sell the unit, or a sufficiency thereof, to satisfy the assessment at public outcry to the highest bidder for cash. Sale of the unit shall be advertised for three (3) consecutive weeks preceding the sale in a newspaper published in the county where the Unit is situated, or if none is so published, then in some newspaper having a general circulation therein, and by posting a notice for the same time at the courthouse of the same county. The notice and advertisement shall disclose the names of the Unit Owner(s) of the Unit to be sold. The Management Body or its attorney, may offer the unit as a whole, regardless of how it is described. If the Project is situated in two or more counties, or in two judicial districts of the same county, the Management Body shall have full power to select in which county, or judicial district, the sale of the Unit is to be made, newspaper advertisement published and notice of sale posted and Management Body's selection shall be binding upon the Unit Owner. Should the Management Body be a corporation

or an unincorporated association, then any officer thereof may conduct such sale as herein provided. The Management Body shall have the same right to purchase at foreclosure sale and to hold, lease, mortgage and convey the same, as would any other purchaser. From the proceeds of sale, the Management Body shall first pay all costs of sale; then, in the order of their priority, the assessments and any deeds of trust covering the Unit and then, lastly, any balance remaining to the Unit Owner.

Any such lien may, in the alternative, be enforced and foreclosed by an appropriate action in a court of competent jurisdiction.

- (iii) Subordination to Certain Deeds of Trust. The condominium lien for the assessments shall be prior to all other deeds of trust, liens and encumbrances made by the Unit Owner or imposed by legal process upon any unit which are recorded subsequent to the recordation of said notice of assessment, and shall be subordinate to the lien of any deed of trust made in good faith, for value and without notice and recorded prior to the recordation of the notice of assessments in the office of the Chancery Clerk in the First Judicial District of Harrison County, Mississippi, sale or transfer of any Unit shall not defeat or effect the assessment lien. The sale or transfer of any Unit, which is subject to a deed of trust having priority over the assessment lien, pursuant to a foreclosure of such deed of trust, or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which become due prior to such sale or transfer. No such sale or transfer shall release such Unit Owner from liability for any assessments thereafter becoming due or from the lien thereof.

8. Use Restrictions. In addition to all other covenants contained herein, the use of the Project is subject to the following restrictions, which restrictions shall be in favor of the Unit Owners and the Management Body.

- (a) Residential Use. No part of any Unit shall be used for other than private dwelling purposes and accessory uses. Notwithstanding the foregoing, nothing in this Declaration shall be construed to restrict to the Developer, or any successor of the Developer, from operating and maintaining a sales office and model unit(s) at the Project, in connection with its sales program of the Units. In furtherance thereof, the Developer shall have an easement over all of the Common Areas for ingress, egress and parking for itself, its

agents, employees and prospective buyers of the Units, such rights, uses and easements to continue so long as the Developer shall own at least one Unit and maintain an active sales program.

- (b) Obnoxious and Offensive Activities. No obnoxious or offensive activity shall be carried on upon any Unit or in any part of the Project, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to other Unit Owners, or which shall in any way interfere with the quiet enjoyment of each of the Owners of his respective Unit.
- (c) Temporary Structures. No structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuilding shall be used at any time as a residence, either temporarily or permanently.
- (d) Fences and Outbuildings. No fences, ornamental screens, awnings, screen doors, sunshades, walls or hedges shall be erected or permitted upon the Project except as approved by the Board.
- (e) Restrictive Agreements. No Unit Owner shall execute or file for record any instrument which imposes a restriction upon the sale, leasing or occupancy of his Unit.
- (f) Right of Entry. During reasonable hours any member of the Board, or any of its authorized representatives, shall have the right to enter upon and inspect any Unit and any portion of the Project and the improvements thereon for the purpose of ascertaining whether or not the provisions of this Declaration have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of such entry.
- (g) Noise. No speaker, horn, whistle, bell or other similar sound facility or equipment shall be permitted which is capable of producing any sound in excess of sixty-five decibels measured at a point one hundred feet from (i) the outside of the building within the sound emanates or (ii) the speaker or other similar facility or equipment from which the sound emanates.
- (h) Compliance with Laws. Each Unit Owner shall promptly comply with all laws, statutes, ordinances, rules and regulations of federal, state and local governmental authorities applicable to the use and occupancy of any Unit.
- (i) Common Areas. The Common Areas shall be used only for the purposes for which they are intended in furnishing services and facilities for the enjoyment of all Unit Owners.
- (j) Insurance. No Unit Owner shall permit any use of his Unit which will increase the rates for insurance upon the Project.

- (k) Completion of Project. Neither the Unit Owners nor the Management Body shall interfere with the completing of the Project by the Developer and the sale of Units until the Developer has completed and sold all Units. The Developer may make such use of unsold units and the Common Areas as may facilitate such completion and sale, including but not limited to, the maintenance of a sales office, the showing of the Project, and the display of signs.
- (l) Leases. All leases, tenancies of whatsoever kind and other agreements between a Unit Owner and the Lessees, tenants and other occupants of any Unit in the Project shall be for a term of no less than six (6) months and shall contain an appropriate provision requiring the Lessees, tenants and other occupants of such Unit pursuant to such lease, tenancy or other agreement to comply with all the terms, covenants and conditions of this Declaration, as well as all rules and regulations promulgated by the Management Body. Such leases, tenancies and other agreements shall provide that in the event any such Lessees, tenants and other occupants of any Unit pursuant to any such lease, tenancy or other agreement fail to comply with such covenants, conditions and restrictions, the Unit Owner may terminate such lease or other agreement, and/or may re-enter the Premises demised thereby and dispossess and remove such Lessees, tenants or other occupants of such Unit, and relet the same as the agent of such Lessees, tenants or other occupants or otherwise. Each Unit Owner hereby agrees to indemnify and hold harmless the Developer, the Management Body and all other Unit Owners in the Project for all loss, damages and expense (including reasonable attorney's fees) paid or incurred as a result of any violations of the terms, covenants and conditions of this Declaration or of the rules and regulations of the Management Body by any such Lessee, tenant or other occupant of a Unit under a lease, tenancy or other agreement of whatsoever kind with the indemnifying Unit Owner, the project, and as a result of any damage to the Common Areas arising out of or in connection with the actions of any such Lessee, tenant or other occupant of a Unit in the Project under a lease, tenancy or other agreement of whatsoever kind with the indemnifying Unit Owner.
- (m) Porches. No part of the porch of any Unit shall be screened or enclosed without the prior written approval of the Board of Directors.
- (n) Parking. One parking space is reserved for the use of the Unit Owner of each Unit immediately under his, her or their Unit, and designated as such by signs posted by the Management Body. No unit Owner shall park in any parking space reserved for another Unit Owner and designated as such by the Management Body. The remaining parking spaces are for the non-exclusive use of all Unit Owners in the Project, their respective families, guests, invitees, contract vendors and other classes of persons as to whom the Board may, from time to time extend the privilege of parking within the Project. The Developer, its agents, employees and prospective buyers of the Units, so

long as the Developer owned one Unit in the Project, shall likewise have the right to the non-exclusive use of the remaining parking spaces in the Project.

Neither the Developer, nor any Unit Owner shall permit any other persons to park within the parking areas reserved for non-exclusive use as provided hereby.

9. Insurance.

- (a) Purchase. The Management Body shall obtain fire and extended coverage insurance and vandalism and malicious mischief insurance insuring all of the improvements located in or upon the Common Area or otherwise under the control of the Management Body, together with such other insurance as the Management Body deems necessary in and for the interests of the Management Body, all unit Owners and their mortgagees, as their interests may appear.

The premiums for such coverage and other expenses in connection with said insurance shall be assessed against the Unit Owners as part of the annual assessment.

The named insured shall be the Management Body, individually, and as agent for the unit Owners, without naming them, and as agent for their mortgagees.

(b) Coverage.

- (1) Casualty. All buildings and other improvements located in the Project or upon the Common Area or otherwise under the control of the Management Body, shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and all personal property located in or upon the Common Area or otherwise under the control of the Management Body, shall be insured for its value, all as determined annually by the Board of Directors of the Management Body. Such coverage shall afford protection against:

- (i) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement;
- (ii) Loss or damage by flood, if the Project is located in a flood hazard area, by purchasing a Residential Condominium Building Association Policy (RCBAP), through the National Flood Insurance Program, said insurance in an amount equal to the full replacement cost value or up to the maximum available limits in existence at the time of purchase or renewal of the flood policy, whichever is less; and

- (iii) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings located in or upon the Common Area or otherwise under the control of the Management Body, including, but not limited to, vandalism and malicious mischief.
- (c) General Comprehensive Public Liability. Insurance against claims for personal or bodily injury, death, or property damage with limits as shall be required by the Board of Directors of the Management Body insuring against liability for bodily injury, death, and property damage arising from the activities of the Management Body or with respect to the Common Areas. Said liability insurance shall name as separately protected insureds, the Management Body, the Board of Directors, and their representatives, members and employees, the Unit Owners (as a class) and the Developer until the Developer's marketing program is concluded with respect to any liability arising out of the maintenance or use of the Common Area, or other property under the jurisdiction of the Management Body.
- (d) Worker's Compensation. Such worker's compensation insurance as may be required by law.
- (e) Other Insurance. Such other insurance, including indemnity and other bonds, as the Board of Directors shall deem necessary, desirable or expedient.
- (f) Miscellaneous. Every policy of insurance obtained by the Management Body shall expressly waive any and all rights of subrogation against the Developer, the Management Body, its representatives and employees, and all Unit Owners.
- (g) Agency. The Management Body is hereby irrevocably appointed agent for each Unit Owner to adjust all claims arising under insurance policies purchased by the Management Body, and to execute and deliver releases upon payment of claim.

10. Insurance Trustee; Shares of Proceeds. Except as otherwise provided, all insurance policies purchased by the Management Body shall be for the benefit of the Management Body and the Unit Owners and their mortgagees, as their interests may appear.

All portions of the proceeds allocable to the Management Body and to the Unit Owners, covering their property losses shall be paid to the insurance trustee, which shall be designated by

the Board of Directors of the Management Body and which shall be any bank or trust company in Mississippi with trust powers.

The insurance trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the insurance trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein and for the benefit of the unit Owners and their mortgagees in the following shares, but which shares need not be set forth on the records of insurance trustee;

- (a) Common Areas. Proceeds on account of damage to the Common Area -an undivided share of the proceeds prorated to the Units for each Unit Owner, according to their undivided interests as a tenant in common in the Common Areas, but which in no event shall exceed the maximum per unit limit as set forth by FEMA (currently \$250,000.00) or the pro rata share of policy proceeds based upon the number of units, whichever is less.
- (b) Units. Proceeds on account of damage to improvements in Units shall be held for each Unit Owner of a damaged unit in proportion to either the repair cost or replacement cost of the damage suffered by each Unit, which cost shall be determined by the Management Body.
- (c) Mortgage Endorsement. If a mortgagee endorsement is issued as to a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner, as their interests may appear; provided, however, that no mortgagee shall have any right to determine, or participate in the determination, as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except for distributions thereof made to the Unit Owner and Mortgagee pursuant to the provisions of this Declaration

11. Distribution of Proceeds. Proceeds of insurance policies received by the insurance trustee shall be distributed to or for the benefit of the beneficial Owners in the following manner:

- (a) Expense of the Trust. All expenses of the Insurance Trustee shall be first paid.
- (b) Reconstruction or Repair. If the damage of which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the allocatable share of the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the Unit Owners,

with remittances to Unit Owners and their mortgagee being payable jointly to them. This covenant is for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

- (c) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the unit Owners, remittance to the Unit Owners and their mortgagees being payable jointly to them.

This covenant is for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

- (d) Certificate. In making distributions to Unit Owners and their Mortgagees, the insurance trustee may rely upon a certificate of the Management Body made by its President and Secretary as to the names of the Unit Owners and their respective shares of the distribution.

12. Management Body as Agent. The Management Body is hereby irrevocably appointed as the agent for each Unit Owner and for each Owner or holder of a deed of trust or other lien upon a Unit to adjust all claims arising under insurance policies purchased by the Management Body and to execute and deliver releases upon the payment of claims.

13. Notice of Claims in Excess of Insurance Coverage. In any legal action in which the Management Body may be exposed to liability in excess of the insurance coverage protecting it and the unit Owners, the management Body will give notice of the claim within a reasonable time to all Unit Owners who may be exposed to the liability and they shall have the right to intervene and defend.

14. Inspection of Insurance Policy. A copy of each insurance policy obtained by the Management Body shall be made available for inspection by Unit Owners at reasonable times.

15. Determination to Reconstruct or Repair.

- (a) If the Common Areas are damaged, they shall be reconstructed or repaired unless it is determined under Paragraph 29 that the condominium shall be terminated.
- (b) If the damaged property is a building containing Units, and if fifty (50%) percent or more of the Units in Gulf Palm Villas Condominiums are found by the Board of Directors of the management Body to be tenantable, the

damaged property shall be reconstructed or repaired unless within sixty (60) days after the casualty it is determined under Paragraph 29 that the condominium shall be terminated.

- (c) If the damaged property is a building containing Units, and if more than fifty (50%) percent of the Units in Gulf Palm Villas Condominiums are found by the Board of Directors to be not tenantable, the damaged property will not be reconstructed or repaired and they shall be terminated under Paragraph 29, unless within 120 days after the casualty, the Owners of at least seventy-five (75%) percent of the Units agree in writing to such reconstruction repair. No beneficiary of any deed of trust shall have the right to participate in the determination as to whether damaged property shall be reconstructed or repaired.
- (d) Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original project, or, if not, then according to plans and specifications approved by the Board, and if the damaged property is a building containing Units, by the Owners of at least seventy-five (75%) percent of the units in the project, and by all Unit Owners of damaged Units, which approval shall not be unreasonably held.

16. Responsibilities and Procedures as to Payment for Reconstruction and Repairs.

- (a) If damage occurs only to those parts of a Unit for which the responsibility for maintenance and repair is that of the Unit Owner, such 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 Management Body.
- (b) Immediately after a casualty causing damage to property for which the Management Body has the responsibility of maintenance and repair, the Management Body shall obtain reliable and detailed estimates of the cost to rebuild or repair so as to replace the damaged property in condition as good as that before the casualty.
- (c) If the insurance proceeds are not sufficient to defray the estimated cost of reconstruction and repair, a special assessment for capital improvements shall be made against the Unit Owners who own the damaged property, and against all Unit Owners, in the case of damage to the Common Areas, in sufficient amounts to provide funds to pay the estimated costs in the manner prescribed by Paragraph 7(d), except that, in no event shall the approval of Unit Owners be required in connection with a special assessment for such a purpose unless the assessment is in excess of Two Hundred Fifty and No/100 (\$250.00) Dollars per unit per year. Additional special assessments may be made in like manner at any time during, or following the completion of, construction. Such assessments against Unit Owners for damage to Units

shall be in proportion to each Unit Owner's undivided interest in the Common Areas.

- (d) If the amount of the estimated cost of reconstruction and repairs for which the Management Body is responsible is more than Five Thousand and No/100 (\$5,000.00) Dollars, the Management Body shall deposit the sums paid upon assessments to meet such costs with the insurance trustee. In all other cases, the Management Body shall hold the sums paid upon such assessments and disburse them in payment of the cost of reconstruction and repair.
- (e) The proceeds from assessments and insurance received by the insurance trustee shall be disbursed as follows:
 - (1) The portion of the insurance proceeds representing damage, the reconstruction and repair of which is the responsibility of a Unit Owner, shall be paid by the insurance trustee to the Unit Owner responsible therefor or, if there is a mortgagee endorsement, then to the Unit Owner and the mortgagee jointly, who may use such proceeds as they may be advised.
 - (2) The portion of insurance proceeds representing the reconstruction and repair of which the responsibility of the Management Body, shall be disbursed in payment of the cost of such repair and reconstruction in the manner required by the Board of Directors of the Management Body, upon receipt of certificates for payment on AIA Form G-702, approved by the Architect qualified to practice in Mississippi and employed to supervise the work, and upon receipt of such additional documents and certifications as may be reasonable required by an attorney qualified to practice law in Mississippi and employed by the Management Body to protect the Project from construction liens and materialmen's liens.

17. Easements.

- (a) Common Area and Streets. Each Unit Owner within the Project subject to this Declaration is hereby declared to have a non-exclusive easement (to be utilized and exercised in common with all the Owners of Units in the Project) for ingress, egress and support through the Common Area, and a non-exclusive easement for ingress, egress and parking, over, through and upon private streets, driveways and parking areas (except such portions of the parking area as is reserved for the exclusive use of each Unit Owner, as provided in paragraph 8 hereof) within the Project. Such easements are appurtenant to and shall pass with the title to every Unit. Each unit Owner shall have an exclusive easement for parking in one reserved parking space, designated as such by the Management Body and located immediately under his, her or their Unit.

Such non-exclusive easements are for the benefit of the units, the Unit Owners, and each of them, their respective families, guests, invitees, contract vendees, and such other classes of persons as to whom the Board of Directors of the Management Body may, from time to time and subject to published rules and regulations, extend the privilege of ingress, egress and support through the Common Areas, and ingress, egress and parking over the private streets, driveways and parking areas for all of the purposes and uses hereinabove set forth.

The right of the Developer and each Unit Owner, and of such Unit Owner's families, guests, invitees, contract vendees, and other persons to whom such privileges are extended by such Board, shall be subject to and governed by the provisions of this Declaration, the Articles and By-laws of the Management Body, and such other rules and regulations as may hereafter be adopted by the Board of Directors of the Management Body from time to time.

- (b) Easements of the Management Body. There is hereby reserved to the Management Body, their agents and employees, such easements are necessary to perform the duties and obligations of the Management Body as are set forth in this Declaration, or in the Articles or the By-laws of the Management Body or the rules of the Management Body, including, but not limited to, the right of access at all reasonable hours to any part of the Project, for the purpose of inspection relative to compliance with the Declaration.
- (c) Utility Easements. The rights and duties of the Management Body within the Project with respect to sanitary sewers, water, electricity, gas, and telephone shall be governed by the following:
 - (i) Whenever sanitary sewer connections and/or electricity, gas, water or telephone lines are installed within the Project are in need of repair, replacement or maintenance which is the responsibility of the Management Body, which connections or any portion thereof lie within or upon Units served by said connections, the Management Body having the duty to perform such repair, replacement and maintenance shall have the right and is hereby granted an easement to the full extent necessary therefor to enter upon the unit or to have the utility companies enter upon the Unit within the Project in or upon which said connections, or any portion thereof, lie, to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below.
 - (ii) Whenever sanitary sewer connections and/or water connections or electricity, gas or telephone line serves more than one Unit, each Unit Owner served by said connection shall be entitled to full use and enjoyment of such portions of said connections as service his Unit.

- (iii) Covenants Running with the Land. Each of the easements provided for in this Declaration shall be deemed to be established upon the recordation of this Declaration, and shall thenceforth be deemed to be covenants running with the land for the use and benefit of the Units and Common Area, as the case may be, superior to all other encumbrances applied against or favor of any portion of the project which is the subject to this Declaration; but subject, nevertheless, to the provisions, restrictions and limitations set forth in the Articles of Incorporation and By-laws of the Management Body and this Declaration.

18. Management Body. The operation of Gulf Palm Villas shall be by Gulf Palm Villas Owner's Association, Inc., a corporation not for profit under the laws of Mississippi which shall be organized and shall fulfill functions pursuant to the following

- (a) The members of the management Body shall be the Unit Owners.
- (b) The Management Body shall be incorporated under the Articles of Incorporation in the form attached as Exhibit "A."
- (c) The By-laws of the Management Body shall be in the form attached as Exhibit "B."
- (d) Notwithstanding the duty of the Management Body to repair and maintain parts of the Project, the Management Body shall not be liable for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the Project that it is required to maintain and repair, nor for the injury or damage caused by the elements or Unit Owners or other persons.
- (e) The share of a unit Owner in the funds and assets of the Management Body cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his Unit.

19. Acceptance of Restrictions. Each Unit Owner, by the acceptance of a deed of conveyance, and each purchaser under any contract for such a deed, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and potential liens, charges, and to the rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, or implied in those rights, benefits and privileges hereby granted, created, reserved or declared, and all impositions and obligations hereby

imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said Project, and shall inure to the benefit of such Owner in like manner as though the provisions of this Declaration were recited and stipulated at length each and every such deed and contract.

20. Default. In the event of any default of any Unit Owner under the provisions of the Declaration, the Articles, the By-laws, or the rules and regulations of the Management Body, and upon any failure of a Unit Owner to comply with any requirement or restriction set forth therein, the Management Body and its successors and assigns, and the Board and its agents, or any of them, shall have the rights and remedies which may be provided for in the Declaration, the Articles, the By-laws, said Rules and Regulations, or which may be available at law or in equity, and may prosecute any action or other proceeding against such defaulting unit Owner and/or persons for enforcement of any lien and for the appointment of a receiver for the Unit and Ownership interest of such Unit Owner, or for damages or injunction of specific performance, or for judgment, for payment of money and collection thereof, or the right to take possession of the Unit and to sell the same as hereinabove provided or for any combination of remedies, or for any other relief.

All expenses of the Management Body in connection with such actions or proceedings, including court costs and reasonable attorney's fees, and all damages, liquidated or otherwise, to the extent allowed by applicable laws, together with interest thereon at the rate of ten (10%) percent per annum from the time the same becomes due until paid, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and be deemed part of his or its respective share of the Common Expenses for which the Management Body shall have a condominium lien as provided herein. Said condominium lien shall be upon the Unit, and interest of the Unit Owner in the Management Body and upon all of such Unit Owners additions and improvements to the Unit.

In the event of any such default by any Unit Owner the Management Body, and the agents of the Management Body, shall be authorized to correct such default and to do whatever may be necessary for such purpose, and all expenses in connection therewith shall be charged to and assessed to such defaulting Unit Owner.

Any and all such remedies may be exercised at any time from time to time, cumulatively or otherwise by the Management Body.

Should any member institute suit against the Management Body, and should the Management Body be successful or sustained in its position in such suit, then such member shall be required to reimburse the Management Body for its legal expenses incurred, including, but not limited to, reasonable attorney's fees, fees of experts, court costs and other expenses reasonably incurred by the Management Body, for its legal expenses incurred, and the amount to which the Management Body is entitled to be so reimbursed shall be an obligation of the Unit Owner and lien against his Unit as provided in and enforced by the provisions of this Declaration.

21. Notices. Notices provided for in this Declaration shall be in writing and shall be addressed to the person intended to receive the same, at the following address:

ASSOCIATION:

Gulf Palm Villas Condominium
Owners Association, Inc.
1005 North Lake Pointe Lane
Mahomet, IL 61853-9791

Gulf Palm Villas Condominium
Owners Association, Inc.
1453 East Beach Boulevard, Unit 209
Pass Christian, MS 39571

COPY TO:

William Lee Guice III
Rushing & Guice, P.L.L.C.
P. O. Box 1925
Biloxi, MS 39533-1925

OWNERS:

At the address of the Unit or at the address of the Unit Owner on file with the Management Body or such other address as may from time to time be designated by the parties. The Developer and the Management Body may designate a different address or addresses for notices to it by giving written notice of such change of address to all members of the Management Body.

Any Unit Owner may designate a different address or addresses for notice to him or her by giving written notice of his or her change of address to the Management Body. Notice addressed as above provided shall be deemed delivered when mailed by United States mail, or when delivered in person with written acknowledgment of the receipt thereof.

Upon written request, the holder of any recorded deed of trust encumbering any unit shall be given a copy of all notices permitted or required by this Declaration to be given to the Unit Owner whose property is subject to such deed of trust.

22. Severability. If any provision of this Declaration, the Articles, or the By-laws, or any section, sentence, clause, phrase or word, or the application thereof in any circumstance, is held invalid, the validity of the remainder of the Declaration, Articles and By-laws, and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances shall not be effected thereby.

23. Violation of Law. Any violation of any state, county, or municipal law, ordinance or regulation pertaining to the Ownership, occupation or use of any of the Units or Common Areas is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth herein.

24. Notification of Sale. Concurrently with the consummation of the sale of any Unit under circumstances whereby the transferee becomes an Owner thereof, or within ten (10) days

thereafter, the transferee shall notify the Management Body in writing of such sale. This provision, however, shall not apply to any sale or transfer made or by the Developer.

Such notifications shall set forth:

- (a) the name of the transferee and his transferor;
- (b) the unit number of the unit purchased by the transferee;
- (c) the transferee's mailing address; and
- (d) the date of sale.

Prior to receipt of such notification, any and all communications required or permitted to be given by the Management Body or the Board, shall be deemed to be duly made and given to the transferee if duly and timely made and given to said transferee's transferor.

25. Waiver. No provision contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations which may occur.

26. Gender. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and the plural shall include the singular.

27. Captions. The captions used in this Declaration and the exhibits annexed hereto are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of this Declaration or the exhibits annexed hereto.

28. Amendments This Declaration may be amended in the following manner:

- (a) The Notice of any meeting at which a proposed amendment shall be considered shall state the subject matter of the proposed amendment.
- (b) Either the Board or the members of the Management Body may propose a resolution adopting the proposed amendment. Directors and members not present in person or by proxy at the meeting to consider the amendment may express their approval in writing, provided such approval is delivered to the

Secretary of the management Body at or prior to the meeting. Except as elsewhere provided, such approvals must be either by (i) not less than the Owners of seventy-five (75%) percent of the entire membership of the Board of Directors and by not less than seventy-five (75%) percent of the Units in the Project; or (ii) by not less than the Owners of eighty (80%) percent of the Units in the Project; or (iii) until the first election of the directors of the Management Body, by the Developer.

- (c) No amendment shall discriminate against any Unit Owner or against any Unit or class or group of Units, unless the Unit Owner so affected shall consent. No amendment shall change any Unit nor the share in the common elements appurtenant to it or increase a Unit Owner's share of the Common Expenses, unless the record Owner of the Unit and all record Owners of liens thereon shall join in the execution of the amendment.

A copy of each such amendment shall be effective when recorded in the office of the Chancery Clerk in the First Judicial District of Harrison County, Mississippi.

29. Termination. The Condominium may be terminated in the following manner, in addition to any other manner provided for by the Mississippi Condominium law:

- (a) If it is determined under Paragraph 15(c) that the Project shall not be reconstructed because of major damage, the condominium plan of Ownership will thereby be terminated without agreement, and an action for partition may be brought by one or more Unit Owners, or the Management Body for a partition by sale of the entire Project, as though all Unit Owners were tenants in common in the Project in the same proportions as their interests in the Common Areas.
- (b) The condominium may be terminated at any time by the written approval of all of the Unit Owners, and by all record Owners of liens thereon. If the proposed termination is submitted to a meeting of the members of the Management Body, a notice of meeting shall give notice of the proposed termination, and if the approval of the Owners of not less than seventy-five (75%) of the units, and of the record Owners of liens upon the same seventy-five (75%) of the units, are obtained not later than thirty (30) days from the date of such meeting, then the approving Owners shall have the option to buy all of the units of the other Owners during the period ending on the sixtieth (60th) day from the date of such meeting.
- (c) The option described in Subparagraph (b) of this paragraph 29 shall be exercised by delivery or mailing by registered mail to each of the record unit Owners of the Units to be purchased of an offer to purchase signed by the record Owners of Units who will participate in the purchase. Such offer shall indicate which units will be purchased by each participating Unit Owner and

shall offer to purchase all of the units owned by Owners not approving the termination, but the offer shall affect a separate contract between each seller and his purchaser.

- (d) The sale price for each Unit shall be the fair market value of such Unit, as determined by taking the mean of three appraisals of the Unit. The Management Body shall furnish each purchaser and seller with the list of five (5) or more independent, qualified, MAI appraisers ("Appraiser List") from which purchaser, seller, and the Management Body may select one appraiser to conduct the appraisal. If the Purchaser or Seller fails to designate and retain an appraiser from the Appraiser List within three (3) business days thereafter then the Management Body shall select and retain an appraiser from the Appraiser List in their place and stead. The selected appraisers shall conduct the appraisal in the following manner

- (1) Appraisal

- (a) The selected appraisers shall be instructed to conduct an appraisal of the fair market value of the Unit, and to deliver a written copy of their appraisals to the Management Body, the Seller and the Purchaser not later than thirty (30) days after their selection. The Management Body, Purchaser and Seller may submit information to each appraiser which they may deem relevant to his appraisal and shall deliver copies of any such information submitted to each other. All such information shall be delivered to such appraisers no later than ten (10) days after the last appraiser is retained. Each party may provide comments to the appraiser on the information delivered by the other party but such comments shall be delivered to each appraiser (and to the other parties) no later than five (5) days after the aforesaid ten (10) day period. Each appraiser shall consider any such information which he deems relevant and reliable. Each appraiser shall perform the appraisal pursuant to MAI standards and procedures, using all reasonable information at his disposal to render his best judgment of the fair market value (in a stated dollar amount, and not in an indefinite range) of the Unit, all within the specified time for the completing of his work.
 - (b) The mean of the three appraisals shall then be calculated, and the purchase price as so determined shall be final upon Seller and Purchaser.

- (c) Seller and Purchaser shall each bear one-half (1/2) the cost of the Appraisals.
- (d) The purchase price shall be paid in cash, and the sale shall be closed within ten (10) days following the determination of the sale price.
- (e) If all of the Units of the disapproving Unit Owners shall not be purchased on or before the sixtieth (60th) day from the date of such meeting, then an action may be brought for the partition by sale of the Project, as though the Owners of all of the condominiums in such project were tenants in common in the entire project in the same proportion as their interest in the common areas.
- (f) After termination of the condominium, the Unit Owners shall own the project and all assets of the Management Body as tenants in common, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided interests of the Unit Owners. Such undivided interests of the Unit Owners shall be the same as the undivided interests in the Common Areas appurtenant to the Units prior to the termination.

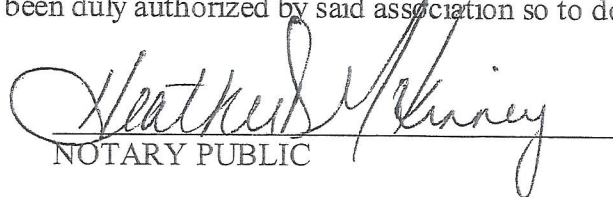
IN WITNESS WHEREOF, the Gulf Palm Villas Condominium Owners Association Secretary has caused her name to be hereunto subscribed as the duly authorized representative of the Association, on this 21st day of August, 2008.

GULF PALM VILLAS CONDOMINIUM
OWNERS ASSOCIATION

By: Sharon Craddock
SHARON CRADDOCK, SECRETARY

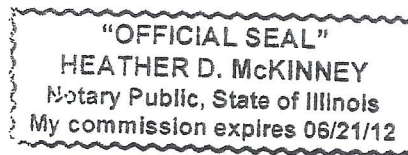
STATE OF Illinois
COUNTY OF Champaign

Personally appeared before me, the undersigned authority in and for the said county and state, on this 21st day of August, 2008, within my jurisdiction, the within named Sharon Craddock, who acknowledged that she is the Secretary of Gulf Palm Villas Condominium Owners Association, and that for and on behalf of said association and as its act and deed, she executed the above and foregoing instrument after first having been duly authorized by said association so to do.


NOTARY PUBLIC

MY COMMISSION EXPIRES:

6-21-12



Prepared by:

William Lee Guice III
Rushing & Guice, P.L.L.C.
P. O. Box 1925
Biloxi, MS 39533-1925
Phone: 228-875-5263
Fax: 228-875-5987

INDEXING INSTRUCTIONS: Part of Lots 56, 57 and 58 of the White & Calvert Survey and within Lot 49 of the Henderson-Shipman-Hughes Partition of the B. Pellerin Claim, Section 21, Township 8 South, Range 12 West, First Judicial District of Harrison County, Mississippi

BY-LAWS OF GULF PALM VILLAS CONDOMINIUM OWNERS ASSOCIATION, INC.

ARTICLE I

NAME, OFFICES AND PURPOSE OF CORPORATION

Section 1. Name. This corporation shall be known as the Gulf Palm Villas Condominium Owners Association, Inc., hereinafter called the Management Body.

Section 2. Office. The Management Body shall continuously maintain a registered office in the State of Mississippi that may be the same as its principal office. The initial principal office of the Management Body shall be at 504 Ponce De Leon, Pass Christian, Mississippi 39571. The Management Body may also have such other offices at such other places as the Board of Directors may from time to time determine or the business of the Management Body may require.

Section 3. Purpose. The Management Body shall be the governing body for all of the Unit Owners for the maintenance, repair, replacement, administration and operation of Gulf Palm Villas Condominium, a condominium organized and existing under the Mississippi Condominium Law. Sections 89-9-1, et seq. Of the Mississippi code of 1972, as amended, and situated and being upon the following described real property in the First Judicial District of Harrison County, Mississippi, to-wit:

A parcel of land situated and being a part of Lots 56, 57, and 58 of the White & Calvert Survey in the City of Pass Christian, and being further described as being located within Lot No. 49 of the Henderson-Shipman-Hughes Partition of the B. Pellerin Claim in Harrison County, Mississippi, and being in what would be Section 21, Township 8 South, Range 12 West, and being ore particularly described as follows:

Commencing at the point of intersection of the East line of said Lot 56, which line is also the West line of Emerald Park Subdivision, with the South line of Gulf Palms Subdivision, which point is also the Southeast corner of the property sold by Gulf Palms Motor Hotel, Inc., to the Pass Development, Inc., by deed dated August 13, 1964, and recorded in Deed Book 536 at Page 365, and from said Point of Commencement from West along the South line of Gulf Palms Estates Subdivision a distance of 268.00 feet to a point which is 20 feet West of the West line of said Lot 58; thence run South 00 degree 04' 25" East a distance of 315.76 feet to the Point of Beginning; thence run South 00 degree 04' 25" East a distance of 512.34 feet; thence run North 69 degree 02' 30" East a distance of 286.30 feet; thence run North 00 degree 02' 00" West a distance of 410.28 feet; thence run South 89 degree 55' 35" West a distance of 267.78 feet to the Point of Beginning. Said parcel contains 2.83 acres.

Section 4. The Management Body shall have and exercise all the duties and powers for which the Management Body is organized as prescribed by the Mississippi Non-Profit Corporation Act, Sections 79-11-101, et seq. Of the Mississippi Code of 1972, as amended, the Mississippi Condominium Law, Sections 89-9-1, et seq. Of the Mississippi Code of 1972, as amended, or as otherwise prescribed by law, and as set forth in the Articles of Incorporation of the Management Body, these By-Laws, and the Declaration of the Covenants, Conditions and Restrictions of Gulf Palm Villas Condominiums, which appear of record in Book _____ at Page _____ of the Record of Deeds in the office of the Chancery Clerk in the First Judicial District of Harrison County, Mississippi.

ARTICLE II

Definitions

Section 1. The terms used herein and in the Declaration shall have the meanings stated as follows:

- (a) "Articles" shall mean the Articles of Incorporation of the Management Body.
- (b) "Board" shall mean the Board of Directors of the Management Body.
- (c) "By-Laws" shall mean the By-Laws of the Management Body, as they may be from time to time, amended.
- (d) "Common Areas" means the entire Project, excepting all units therein granted or reserved.
- (e) "Common Expenses" include (1) expenses of administration; expenses of maintenance, operation, repair, replacement, utility, gardening, or other services benefiting the Common Areas; (2) expenses for premiums for fire, casualty, flood, liability, worker's compensation and other insurance insuring the Management Body, the Condominium Owners, and for bonding of the members of the Management Body; (3) expenses incurred for the purchase by the Management Body of materials, supplies and the like and for maintenance and repair of the Common Areas; (4) expenses incurred for the employment of personnel necessary for the operation of the Management body and the Project, and for legal and

accounting services; (5) expenses for payment by the Management Body of taxes and special assessments which would be a lien upon the entire Project or Common Areas, and for discharge by the Management Body of an lien or encumbrance levied against the entire Project or Common Areas; (6) expenses incurred by the Management Body for reconstruction or repair of any portion or portions of the Project damaged or destroyed; and (7) for other expenses declared common expenses by the provisions of the Declaration or by these By-Laws.

- (f) "Condominium Law" means the Mississippi Condominium Law, Section 89-1-1, et seq. of the Mississippi Code of 1972, as amended.
- (g) "Declaration" means the instrument by which this Project is established, as such Declaration may from time to time be amended.
- (h) "Developer" means FLC, Inc., a Mississippi corporation, and its successors in interest.
- (i) "Management Body" means the Gulf Palm Villas Condominium Owners Association, Inc., and its successors.
- (j) "Project" means the entire parcel of real property divided, or to be divided into condominiums, including all structures thereon.
- (k) "Unit" means the elements of a condominium, which are not owned in common with the owners of other condominiums in the Project.
- (l) "Unit Owner" means the owner or owners of a Unit in the Project.
- (m) "Utility Services" as used in the Declaration and the By-Laws, shall include but not be limited to electric power, natural gas, hot and cold water, heating, refrigeration, air conditioning, and garbage and sewage disposal.

ARTICLE III

Memberships

Section 1. Qualifications. Each Unit Owner, including the Developer, so long as the Developer owns any Units in the Project, shall be entitled to be a member of the Management Body and shall be entitled to vote as set forth hereafter. No other person shall be entitled to be a member of the Management Body. No person shall be admitted as a member of the Management Body without his or her consent.

Section 2. Members' Rights and Duties. Each member shall have the rights, duties and obligations set forth in the Declaration, the Articles, these By-Laws, and the Rules and Regulations of the Management Body, as the same may from time to time be amended.

Section 3. Transfer of Membership. The membership of each Unit Owner (including the Developer) shall be appurtenant to the Unit giving rise to such membership, and shall not be assigned, transferred, pledged, conveyed or alienated, except in conjunction with transfer of the title to said Unit. Any attempt to make a prohibited transfer shall be void. Any transfer of title to said Unit shall operate to transfer the membership in the Management Body appurtenant thereto automatically to the new owner thereof if such new owner consents thereto.

Section 4. Personal Liability. Except as otherwise provided in the Declaration, the Articles and these By-Laws, no member of the Board or any officer of the Management Body, or the Developer, shall be personally liable to any Unit Owner, or to any other party, including the Management Body, for the act, debts, liabilities, or obligations of the Management Body, or for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Management Body, the Board, or any other representative or employee of the Management Body, or an officer of the Management Body.

Section 5. Resignation. A member may resign at any time, but no such resignation will relieve the member from any obligations the member may have to the Management Body under the Declaration, the Articles, these By-Laws, and the Rules and Regulations adopted by the Management Body pursuant thereto.

Section 6. Expulsion or Suspension. No member may be expelled or suspended, and no membership or memberships may be terminated or suspended for any reason.

ARTICLE IV

Members' Meetings

Section 1. All meetings of the members for the transaction of business shall be held at the principal office of the Management Body as above designated, or at such other place within or without the State of Mississippi as may be designated in the notice of the meeting.

Section 2. Annual Meeting. The annual members meeting shall be held at the principal office of the Management Body, or at such other place as may be designated in the notice of the meeting for the purpose of electing directors. At the annual meeting, the President and Treasurer shall report on the activities and financial condition of the Management body and the members may consider and act upon such other matters as may be authorized to be transacted by the members.

Section 3. Special Meetings. Special meetings of the members shall be held: (a) on call of the Board, or the President; or (b) if the holders of at least five percent (5%) of the voting power sign, date and deliver to any corporate officer one or more written demands for a meeting, describing the purpose or purposes for which it is held. The close of business on the thirtieth (30th) day before delivery of the demand for a special meeting to any corporate officer is the record date for determining whether the five percent (5%) requirement of this section has been met. Only those matters what are within the purpose or purposes described in the meeting notice may be conducted at a special meeting of members.

Section 4. Notice. Written notice of the date, time and place of each annual and special meeting of members shall be given no fewer than ten (10) days (or if notice is mailed by other than first class or registered mail, thirty (30) days) nor more than sixty (60) days before the meeting date. Notice of an annual meeting need not include a description of the purpose or purposes for which the meeting is called, unless the purpose or purposes of the meeting is one or more of the following.

- (a) The authorization, approval or ratification of a transaction with the Management Body in which a director of the Management Body has a direct or indirect interest, pursuant to Section 79-11-269 of the Mississippi Code of 1972, as amended.

- (b) A determination by the members that the indemnification of a director is permissible because he has met the standard of conduct set forth in Section 79-11-281(2) of the Mississippi Code of 1972, as amended.
- (c) The amendment of the Articles pursuant to Section 79-11-301 of the Mississippi Code of 1972, as amended.
- (d) The amendment to the By-Laws, pursuant to these By-Laws and the provisions of Section 79-11-315 of the Mississippi Code of 1972, as amended.
- (e) The approval of a plan of merger pursuant to Section 9-11-321 to 79-11-323 of the Mississippi Code of 1972, as amended.
- (f) Approval of the sale, lease, exchange or other disposition of all or substantially all of the property of the Management Body, other than in the usual or regular course of its activities, pursuant to the provisions of Section 79-11-331 of the Mississippi Code of 1972, as amended.
- (g) Approval of dissolution of the Management Body to Sections 79-11-333 or 79-11-335 of the Mississippi Code of 1972, as amended.
- (h) Any disposition a member intends to raise at the meeting, if a member or members entitled to call a special meeting requests the Management Body to give notice thereof in writing, and such request is received by the Secretary or President of the Management Body at least ten (10) days before the Management Body gives notice of the meeting.

Notice of a special meeting of the members shall include a description of the purpose or purposes for which the meeting is called. If a annual or special meeting of members is adjourned to a different date, time or place, notice need not be given of the new date, time or place, if the new date, time or place is announced at the meeting before the adjournment, unless a new record dated for the adjourned meeting is or must be fixed as hereafter provided, in which event notice of the adjourned meeting must be given to the members of record as of the new record date.

Section 5. Waiver. Any member may waive any notice required by law, the Articles, or these By-Laws before or after the date and time stated in the notice. Such waiver must be in writing, be signed by the member entitled to notice, and delivered to the Management Body for inclusion in the minutes or filing with the records of the Management Body. A member's attendance at a meeting:

- (a) Waives objection to lack of notice or defective notice of the meeting, unless the member at the beginning of the meeting objects to the holding of the meeting or transacting business at the meeting; and
- (b) Waives objection to consideration of a particular matter at the meeting that is not within the purpose of purposes described in the meeting notice, unless the member objects to considering the matter when it is presented.

Section 6. Record Date. The Board may fix in advance a past or future date as the record date for determining the members entitled to notice of, to vote at a member's meeting and to exercise any rights in respect of any other lawful action not less than ten (10) no more than seventy (70) days before the meeting or action requiring a determination of the members occurs. In the absence of a resolution fixing the record date by the Board, members at the close of business on the business day preceding the day on which notice is given or, if notice is waived, at the close of business on the business day preceding the day on which the meeting is held are entitled to notice of the meeting. If no such record date is fixed for determining members entitled to vote, the members on the date of the meeting who are otherwise eligible to vote are entitled to vote at the meeting. If no such record date is fixed for determining members entitled to exercise any other lawful action the member at the close of business on the day on which the Board adopts the resolution relating thereto, or the sixtieth (60) day prior to the date of such other action, whichever is later, are entitled to exercise such rights. A determination of members entitled to notice of or to vote at a membership meeting is effective for any adjournment of the meeting unless the Board fixes a new record date, which it must do if the meeting is adjourned to a date more than seventy (70) days after the record date for determining the members entitled to notice of the original meeting.

Section 7. Members List. After a record date is fixed for a notice of a meeting, the Secretary shall prepare an alphabetical list of the names of all members who are entitled to notice of the meeting, showing the address and number of votes each member is entitled to vote at the meeting. The Secretary shall also prepare as a part of the list of members in like manner on a current basis through the time of the membership meeting a list of members, if any, who are entitled to vote at the meeting, but are not entitled to notice of the meeting. The list of members shall be available for inspection by any member for the purpose of communicating with other members concerning the meeting, beginning two (2) business days after notice is given of the meeting for which the list is prepared and continuing through the date of the meeting at the principal office of the Management Body. A member, at a member's demand, at all reasonable times and at the member's expense during the period it is available for inspection, subject to the limitations provided by law. The Management Body shall make the members list available at the meeting, and any member, member's agent or attorney is entitled to inspect the list at any time during the meeting or any adjournment thereof.

Section 8. Ballot. Any action which may be taken at any annual or special meeting of members may be taken without a meeting if the Management Body delivers a written ballot to every member entitled to vote on the matter. The written ballot shall: (i) set forth each proposed action; and (ii) provide an opportunity to vote for or against the proposed action. Approval by a written ballot pursuant to this section shall be valid only when the number votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. All solicitations for votes by written ballots shall: (i) indicate the number of responses needed to meet the quorum requirements; (ii) state the percentage of approvals necessary to approve each matter other than the election of directors; and (iii) specify the time by which a ballot must be received by the corporation in order to be counted. Except as otherwise provided in the Articles or these By-Laws, a written ballot may not be revoked.

Section 9. Voting. Except as provided for Class B membership, each Unit is allocated one (1) vote in the affairs of the Management Body. The votes, and the memberships related thereof shall be divided into two classes:

- Class A. Class A members shall be all Unit Owners, as defined in the Declaration, with the exception of the Developer, and shall be entitled to cast one (1) vote for each Unit so owned. No vote shall inure to any Unit during the time when the owner thereof is the Management Body.
- Class B. The Class B member shall be the Developer (as defined therein and in the Declaration) and shall be entitled to five (5) votes for each Unit owned. Such Class B membership shall cease when the Developer does not own at least one (1) unit and maintain an active sales program.

If a Unit stands of record in the names of two (2) or more persons, their acts with respect to voting shall have the following effect: (i) if only one (1) vote, such act binds all; and (ii) if more than one (1) vote, the vote shall be divided on a prorata basis.

Section 10. Quorum. Unless otherwise required by law, the Articles, or these By-Laws, ten percent (10%) of the votes entitled to be cast on a matter must be represented at a meeting of member to constitute a quorum on that matter. Unless one-third (1/3) or more of the voting power of the membership is present in person or by a proxy, the only matters that may be voted upon at an annual meeting of members are those matters that are described in the meeting notice.

Section 11. Votes Required. Unless otherwise required by law, the Articles or the By-Laws, if a quorum is present, the affirmative vote of a majority of the votes represented and voting shall decide any questions brought before such meeting, and shall constitute the act of the members.

Section 12. Proxies. A member may appoint a proxy to vote or otherwise act for the member by signing an appointment form, either personally or by his attorney in fact. The appointment of a proxy is effective when received by the Secretary or other officer or agent authorized to tabulate votes, and remains valid for eleven (11) months, unless a different period is expressly provided in the appointment form: provided, however, that no proxy shall be valid for more than three (3) years from the date of its execution. An appointment of a proxy is revocable by a member. The death or incapacity of a member appointing a proxy does not affect the right of the Management Body to accept the proxy's authority unless notice of the death or incapacity is received by the Secretary or other officer or agent authorized to tabulate votes before the proxy exercises authority under the appointment. Appointment of a proxy is revoked by the person appointing the proxy: (i) attending any meeting and voting in person; or (ii) signing and delivering to the Secretary or other officer or agent authorized to tabulate proxy votes either a writing stating that the appointment of the proxy is revoked or a subsequent appointment form. Subject to any express limitation of the proxy's authority appearing on the face of the appointment form, or as provide in Section 79-11-227 of the Mississippi Code of 1972, as amended, the Management Body is entitled to accept the proxy's vote or other action as that of the member making the appointment.

Section 13. Order of Business. The order of business at annual members' meeting, and as far as practical at all other members' meetings, shall be:

- (a) Calling of the roll and certifying of proxies;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading and disposal of any unapproved minutes;
- (d) The report of the President on the activities of the Management Body;
- (e) The report of the Treasurer on the financial condition of the corporation;
- (f) Reports of other officers;;
- (g) Reports of committees;
- (h) Election of Directors (if necessary);

- (i) Unfinished business;
- (j) New business; and
- (k) Adjournment.

ARTICLE V

Directors

Section 1. Power and Composition. All corporate powers shall be exercised by or under the authority of, and the affairs of the Management Body shall be managed under the direction of a Board of Directors consisting of five (5) members, who shall serve until the next annual meeting of members following their election and until their successors are elected and qualified. Such directors may succeed themselves.

Section 2. Qualifications. All directors must be Unit Owners of Units in the Project, or, in the case of corporate Unit Owners, corporate officers of such Unit Owner, or in the case of Unit Owners which are partnership, general partners of Unit Owners in the Project, provided, however, that so long as the Developer shall own at least one (1) Unit or maintain an active sales program, only corporate officers and employees of the Developer shall be entitled to serve as members of the Board.

Section 3. Election of Directors. The directors shall be elected at the annual meeting of the members of the Management Body, and each such director shall be elected to serve until his successor shall be elected and qualified. A nominating committee of three (3) members shall be appointed by the Board not less than thirty (30) days prior to the annual members' meeting. The committee shall nominate one (1) person for each director then serving. Additional nominations for directorships and directors may be made from the floor. The election shall be by secret ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each person voting be entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be not cumulative voting.

Section 4. A director may resign at any time by delivering written notice to the Board, its presiding officer or to the President or Secretary. A resignation is effective when the note is effective, unless the notice specifies a later effective date. If a resignation is made effective at a later date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor does not take office until the effective date.

Section 5. Removal of Directors.

- (a) Removal of Directors. A director may be removed from office for missing three (3) consecutive Board meetings, if a majority of the directors then in office vote for the removal. The Board may also remove a director without cause who has been elected by the Board by the vote of two-thirds (2/3) of the directors then in office.
- (b) Removal by members. The members may remove one or more directors elected by them without cause at a meeting called for the purpose of removing the director. In such case, the meeting notice must state that the purpose, or one of the purposes, of the meeting is the removal of the director. Removal shall be by a plurality of the votes cast.

Section 6. Vacancies. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, then (i) the members may fill the vacancy; (ii) the Board may fill the vacancy; or (iii) if the directors remaining in office constitute fewer than a quorum of the Board, the directors remaining in office may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office, and such at which directors are elected and until a successor is elected and qualified.

Section 7. Compensation of Directors. The Board may not fix the compensation of directors. Such compensation, if any, shall only be fixed by the members.

Section 8. Books and Records. All of the books of the Management Body shall be kept at the principal office of the corporation or at such other place as the directors may determine from time to time, and said books and records shall be open at all times to the members and directors for their inspection.

Section 9. Regular Meetings. Regular meetings of the board shall be held without notice immediately following the annual meeting of members at any place within or without the State and at such other times and places, within or without the State as shall be determined by the Board. At all regular meetings of the Board, each director shall be entitled to one (1) vote.

Section 10. Special Meetings. Special meetings of the Board may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the directors. Notice of the date, time and place of any special meeting of the Board shall be given to each director by the Secretary at least two (2) days prior thereto, either personally or by mail. The notice need not describe the purpose of the special meeting, unless otherwise required by the Articles of Incorporation.

Special meetings shall be held at the principal office of the corporation or at such other places, within or without the State, as the Board may designate. At all special meetings of the Board, each director shall be entitled to one (1) vote.

Section 11. Participation by Means of Communication. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in the meeting by this means is deemed to be present in person at the meeting.

Section 13. Waiver of Notice. A director may waive any notice required by law, the Articles of Incorporation, or these By-Laws, before or after the date and time stated in the notice. Such waiver must be in writing, signed by the director entitled to notice, and filed with the minutes or corporate records. A director's attendance at or participation in a meeting waives and required notice to him of the meeting, unless the director at the beginning of the meeting (or promptly upon his arrival) objects to the holding of the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 14. Quorum. A Quorum of the Board consists of a majority of the directors in office immediately before a meeting begins. If a quorum is present when a vote is taken, the affirmative vote of a majority of the directors present shall decide any questions brought before such meeting and shall constitute the act of the Board, unless the vote of the greater number of directors is required by law, the Articles or these By-Laws

Section 15. Committees. The Board may create one or more committees of the Board and appoint members of the Board to serve on them. Each committee shall consist of two (2) or more directors who shall serve at the pleasure of the Board. The creation of a committee and appointment of directors to it must be approved by a majority of all the directors in office when the action is taken. The provisions of these By-Laws governing meetings, action without meetings, notice and waiver of notice, and quorum and voting rights of the Board shall apply to committees of the Board and their meetings as well. To the extent specified by the Board, each committee of the Board may exercise the Board's authority, provided, however, that no committee of the Board shall (i) authorize distribution; (ii) approve or recommend to members dissolution merger or the sale, pledge or transfer of all or substantially all the assets of the Management Body; (iii) elect, appoint or remove directors or fill vacancies on the Board or on any of its committees; (iv) adopt, amend or repeal the Articles of Incorporation or these By-Laws.

ARTICLE VI

Officers

Section 1. Officers. The President and other officers described in the By-Laws or the Management body shall be appointed annually and shall perform the duties set forth in these By-Laws, and, to the extent consistent with these By-Laws, the duties prescribed by the Board, and their compensation shall be fixed by the Board. Each duly appointed officer described in the By-Laws may appoint one or more assistant officers to assist him in the performance of his duties. The same individual may simultaneously hold more than one office on the Management body.

Section 2. President. The President shall be the chief executive officer of the Management body; he shall preside at all meetings of the members and directors and shall have general and active management of the business of the Management Body and shall see that all resolutions and orders of the Board are carried into effect. He shall make and execute all agreements and contracts in the name of the Management Body as authorized by the Board under the seal of the Management Body. He shall execute and also carry out all other duties as are required by law and as may be from time to time assigned to him by the Board.

Section 3. Vice-President. The Vice-President of the Management Body shall generally assist the President and shall perform such duties as may be assigned to him by the Board. In the event of the death, resignation, absence or inability to act of the President, the Vice-President shall assume and discharge Pro tempore the powers and duties of the President of the Management Body.

Section 4. Secretary. The Secretary shall be the ex officio secretary of the Board. He shall keep the minutes of all meetings of the Board and members. He shall have charge of the corporate books and records, and shall be responsible for authenticating seal of the Management Body, and when authorized by the Board, shall affix the seal to any instrument requiring the same. He shall give and serve all notices to the members and directors. He shall perform all other duties as may be required by the Board.

Section 5. Treasurer. The Treasurer shall have the care and custody of and be responsible for all the funds, securities, evidences of indebtedness, and other valuable documents of the Management Body, and shall deposit all such funds in the name of the Management Body in such banks, or trust companies, or other depositories, or in such safe deposit vaults as the Board may designate. The Treasurer shall sign, make and endorse in the name of the Management body all checks, notes, drafts, bills of exchange, acceptances, and other instruments for the payment of money, and pay out and disburse the same and receipt therefore, under the direction of the President or the Board. He shall keep the books of the Management Body in accordance with generally accepted accounting principles,

consistently applied, and shall perform all other duties incident to the office of Treasurer.

Section 6. Resignation. An officer may resign at any time by delivering notice of his resignation to the Board. A resignation is effective when the notice is delivered, unless the notice specifies a later effective date. If a resignation is made effective at a later date, and the Board accepts the future effective date, the Board may fill the pending vacancy before the effective date, with the successor to take office on the effective date.

Section 7. The Board may remove any officer described in these By-Laws at any time with or without cause. Any assistant officer may likewise be removed with or without cause by the officer appointing him.

Section 8. Vacancies. All vacancies in any office described in these By-Laws shall be filled promptly by the Board of Directors, either at a regular meeting, or a meeting specially called for that purpose.

ARTICLE VII

Duties of the Management Body

The addition to the powers delegated to it by the Articles, and without limiting the generality thereof, the Management Body shall have the obligation to perform each of the following duties.

- (a) Maintenance and Management of Common Area. Private Streets, Easements. The maintain, manage, preserve and control all property under the jurisdiction of the Management Body in accordance with the Declaration, including, but not limited to (i) all of the Common Area, including the private streets, if any and all improvements located thereon, (ii) all easements for operation and maintenance purposes over the Common Area, (iii) all easements for the benefit of unit Owners within the Common Area, and (iv) all other portions of the project which it is required to maintain pursuant to the Declaration.
- (b) Insurance. To obtain and maintain in force the policies of insurance as described in the Declaration.
- (c) Common Areas. To acquire, provide and pay for water, sewer, garbage disposal, electrical, telephone and utility services necessary for the utilization of the common Areas.

- (d) Rule Making. To make, establish, promulgate, amend and repeal the Rules and Regulations of the Management Body.
- (e) Enforcement of Restrictions and Rules. To perform such other acts, whether or not expressly authorized by the Declaration as may be reasonably necessary to enforce any of the provisions of the Declaration and the Rules and Regulations of the Management Body.
- (f) Assessments. To levy assessments on the Unit Owners and to enforce payment of such assessments all in accordance with the provisions of the Declaration.
- (g) To enter upon any Unit or the Common Area for the purpose of enforcing by peaceful means any of the provisions of the Declaration or for the purpose of maintaining or repairing any such area if the Management Body is required by the Declaration to maintain and repair such area.
- (h) Suits. To commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Declaration, the Rules and Regulations of the Management Body or these By-Laws, and to enforce by mandatory injunction or otherwise all the provisions thereof, in its own name.

ARTICLE VIII

Rules and Regulations

Section 1. Adoption. Subject to applicable provisions of the Declaration, these By-Laws and the Rules and Regulations of the Management Body, by a majority vote of the Board, the Management Body may from time to time, adopt, amend and repeal such rules and regulations as it deems reasonable (the "Rules and Regulations"). The Rules and Regulations shall govern the use of any Common Area, Units and private streets, if any, by the family of any Unit owner, or by any invitee, licensee, lessee of such Unit Owner. The rules and Regulations may not discriminate among Unit Owners and shall not be inconsistent with the Declaration, the Articles of Incorporation, or these By-Laws. A copy of the Rules and Regulations, as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise made available to each Unit Owner. Upon such mailing or availability, said Rules and Regulations shall have the same force and effect as if they were set forth in and were a part of the Declaration. In the event of any conflict between any such Rules and Regulations and any of the provisions of the Declaration, or the

Articles or the By-Laws, the provisions of the Rules and Regulations shall be deemed to be superseded by the provisions of the Declaration, the Articles or the By-Laws to the extent of such inconsistency.

ARTICLE IX

Accounting

Section 1. Accounts. The funds and expenditures of the Management Body shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be Common Expenses:

- (a) "Current Expenses", which shall include all funds and expenditures to be made within the year for which funds are budgeted, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to capital improvements or to operations. The balance in this fund at the end of each year shall be applied to reduce the Annual Assessments for the succeeding year.
- (b) "Reserve for Deferred Maintenance", which shall include funds for maintenance items which occur less frequently than annually.
- (c) "Reserve for Replacement", which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.
- (d) "Additional Improvements", which shall include the funds to be used for additional capital improvements or additional personal property, which will be part of the Common Area.

ARTICLE X

Budget

Section 1. Adoption. The Board of Directors shall adopt a budget for each calendar year which shall include the estimated funds required to defray Common Expenses and to provide funds for the accounts listed in Article IX of these By-Laws. The budget shall take into account the following items:

- (a) "Current Expense", the amount of which shall not exceed on hundred ten percent (110%) of the budget for this account for the prior year without a vote of the members of the Management Body.

- (b) "Reserve for Deferred Maintenance", the amount for which shall not exceed one hundred ten percent (110%) of the budget for this account for the prior year without a vote of the members of the Management body.
- (c) "Reserve for Replacement", the amount for which shall not exceed one hundred ten percent (110%) of the budget for this account for the prior year without a vote of the members of the Management Body.
- (d) "Additional Improvements", the amount for which shall not require a special assessment for capital improvements in excess of Two Hundred Fifty and NO/100 (\$250.00) Dollars per unit per year without a vote of the members of the Management Body.
- (e) "Operations", the amount of which may be to provide a working fund or to meet losses.

The amount for each budgeted item may be increased over the foregoing limitations when approved by Unit Owners of not less than fifty-one percent (51%) of the Units in the Project. Until the Developer has completed and sold all the Units of the Project, the Board of Directors may omit from the budget all allowances for contingencies and reserves. Copies of the budget shall be transmitted to each member on or before December 1 preceding the year for which the budget is made. If the budget is subsequently amended, a copy of the amended budget shall be furnished to each member.

ARTICLE XI

Checks

Section 1. Depository. All checks and drafts of funds of this corporation shall be deposited from time to time to the credit of the Management Body in such banks, trust companies, or other depositories as the Board of Directors may from time to time designate.

Section 2. Expenditures. All such checks and drafts shall be drawn out of the regular checkbooks of the Management Body,, and, upon the stub of each check, the purpose and amount for which the same is drawn shall be specified.

Section 3. Signatures. All checks, notes, drafts, bills of exchange, acceptances, or other orders for the payment of money or other evidence of the indebtedness of the Management Body shall be signed in the name of the Management Body by such officer as shall be designated by these By-Laws, or such other officers as shall from time to time be designated by resolution of the Board.

ARTICLE XII

Seal

Section 1. Custody. The Directors shall provide a suitable corporate seal which shall be in the charge of the Secretary and used as authorized by the Board.

ARTICLE XIII

Miscellaneous

Section 1. Records. The Management Body shall not lend money to or execute a guaranty of an obligation of a director or officer of the Management Body.

Section 2. Records. The Management Body shall keep as permanent records minutes of all meeting of its members and Board of directors, a record of all actions taken by the members or directors without a meeting and a record of all actions taken by committees of the Board of Directors. The Management Body shall also maintain appropriate accounting records. The Management Body or its agent shall maintain a record of its members in a form that permits preparation of a list of the names and addresses of all members, in alphabetical order showing the number of cotes each member is entitled to. The Management Body shall maintain its records in written or in other form capable of conversion into written form within a reasonable time. The Management Body shall also keep a copy of the following records at its principal office:

- (a) Its Articles or Restated Articles of Incorporation and all amendments to them currently in effect;
- (b) Its By-Laws or Restated By-Laws and all amendments to them currently in effect;
- (c) Resolutions adopted by the Board relating to the characteristics, qualifications, rights, limitations and obligations of members;
- (d) The Minutes of all meetings of members and records of all actions approved by the members for the past three (3) years;
- (e) All written communications to members generally within the past three (3) years;

- (f) A list of the names and business or home addresses of its current directors and officers; and
- (g) Its most recent status report delivered to the Secretary of State as required by law.

Section 3. Inspection. A member a member's agent or attorney is entitled to inspect and copy, at a reasonable time and location specified by the Management Body, any of the records of the Management Body described in Section 2 of this article if the member gives the Management body written notice of his demand at least five (5) business days before the date on which the member wishes to inspect and copy. The Management Body may impose a reasonable charge, covering the cost of labor and material, for copies of any documents provided to a member, which charge may not exceed the estimated cost of production of reproduction of the records. The Management Body may comply with a member's demand to inspect the list of members of the Management Body by providing the member with a list of its members that was compiled no earlier than the date of the member's demand.

Section 4. Restriction on Use of Membership List. No membership list or any part thereof may be obtained or used by any person for any purpose unrelated to a member's interest as a member without consent of the Board. Without limiting the generality of the foregoing, without the consent of the Board, a membership list or any part thereof may not be: (i) used to solicit money or property unless such money or property will be used solely to solicit the votes of the members at an election to be held by the Management Body; (i) used for any commercial purpose; or (iii) sold to or purchased by any person.

ARTICLE XIV

Amendments

Section 1. Procedure. The members may make, amend, and repeal the By-Laws of the Management Body at any regular meeting or at any special meeting called for that purpose by a vote of two-thirds (2/3) of the votes cast at the meeting called for such purpose, or a majority of the voting power of the membership, whichever isles, and all By-Laws made by the Board may be altered or repealed by the members in like manner. The board may also make, amend, and repeal all By-Laws of the Management Body, except such By-Laws as are adopted by the members, which provide expressly that the Board may not amend or repeal that By-Law, or which relate to the number directors, the composition of the Board, the term of office of directors, or the method or way in which directors are elected or selected. Such By-Laws may be made, amended or repealed by a vote of a majority of all the directors at any regular or special meeting of the Board. The Board or the

members may condition the amendment's adoption on receipt of a higher percentage of affirmative votes or on any other basis.

Section 2. Notice. If the Board or the members seek to have any amendment approved by the members at a membership meeting, the Secretary shall give notice to the members of the proposed membership meeting in writing, which notice must state that the purpose, or one of the purposes, of the meeting is to consider the proposed amendment and contain or be accompanied by a copy of a summary of the amendment.

Section 3. Approval by Ballot. If the Board or the members seek to have the amendment approved by written ballot, the material soliciting the approval shall contain or be accompanied by a copy of summary of the amendment.

Section 4. Effective Date. Any additions or amendments of these By-Laws shall not be effective until they are set down in writing and physically appended to these By-Laws as a part thereof.

Section 5. Conflicts. No amendment of these By-Laws may be adopted which is in conflict with any of the provisions of the Declaration or the Articles.

ARTICLE XV

Conflicts

Section 1. Construction. In the event of any conflict between these By-Laws and any of the provisions of the Declaration, or the Articles, the provisions of these By-Laws shall be deemed to be superseded by the provisions of the Declaration and the Articles to the extent of such inconsistency.

Update for Gulf Palm Villas Insurance Matters

Dear Neighbors,

After receiving a few inquiries regarding the meaning of this statement in my November 9, 2008 update: "Arrange for your personal dwelling and contents (Condominium HO6 Policy) insurance to be effective on November 15th in case some buildings are transferred earlier than the 24th", I decided an elaboration was in order. The following Principles were garnered in a recent phone consultation with Mrs. Margie Hewitt of Fox-Everett.

GPV Association Policies - Our Association Insurance Covers the entirety of all seven (7) buildings including the interior walls, cabinets, light fixtures, dishwasher, range-oven, micro-wave, water heater, etc. This coverage is through three (3) separate policies: All Risks, Fire and General Liability; Wind and Hail; and Flood. For your information; we do not have Flood Insurance on the twenty-three (23) storage unit structures or the Pool House because those elevations are below the FEMA Minimum.

Individual Policies - Individual insurance is just that! Some may choose not to purchase individual insurance (which is a form of self-insurance). Some of you may choose to place insurance on your unit Contents and All Risks, Fire, and General Liability using the HO6 vehicle. You may also elect to insure your contents with Flood Insurance which is available up to a maximum of \$100,000.00. You will **not** qualify to purchase additional Flood Dwelling coverage because the Association has each unit insured to the National Flood Insurance Program (NFIP) maximum of \$250,000.00.

Under an HO6 Policy you can purchase 'Betterments and Improvements' insurance which would cover any changes you may make to the dwelling after the Management Body releases your Unit. Examples of 'betterments' could include: upscale chandelier, custom mirrors, wall paper, custom window and door treatments, etc.

Because of the location of Gulf Palm Villas, most HO6 policies will not include wind and hail and you will have to purchase this coverage through the Mississippi Windstorm Association and of course the flood will have to be purchased through the National Flood Program. You will not have to go to a lot of different agents to purchase these coverages. One agent can write all of this for you. (Some of you may rent out your units and a different type fire policy would be available for you in lieu of the HO6.) This type policy would be called a renters policy but it should still cover your fire and general liability.

If an individual wishes to have their contents only in the most comprehensive manner they would buy all risks, fire and general liability, wind and hail, and flood, for a total of three (3) separate contents policies. For an individual to insure only the dwelling for fire, liability, wind and hail, they would buy all risks, fire, and general liability and wind and hail, for a total of two (2) separate policies. (Your contents would be self insured for flood). Of course; if you choose to cover your contents for fire and general liability only, you would only need to purchase the HO6 (all risks, fire, and general liability). You would be self insured for flood, wind and hail.

Comments: We highly recommend that you purchase the HO6 to cover fire and General Liability even though you may choose to self insure for the flood and wind. An individual can cause a fire but you cannot cause a windstorm or flood loss! Below is an example of something that could happen that should be covered under your fire policy.

Should you have a stove fire which damages only the stove, micro-wave vent hood, and top cabinet, the loss would fall totally under the Association Policy and you individually would be responsible for one-hundred (100) percent of the deductible. (The Association policy has a \$5,000 deductible for fire). Should your stove fire damage your grandmother's fine china and silver, the association policy will not cover any of that portion of your loss. If you should be so unfortunate to have your stove fire escalate to involve your neighbor's unit, you will be entirely liable for the association policy deductible for that loss. Please do not receive this information as the last word on insurance. You will be wise to counsel with your Insurance Agent and determine what best matches your personal circumstances.

Please contact me, any member of the Board, or our Insurance Chair should you have further questions or concerns.

As we approach the completion of our Rebuilding Process and prepare for Key Distribution, remember to check our GPV Website frequently as our schedule and time-line is more and more fluid as we near the end of our work. Updates will be posted on our Website and will also be sent via your personal E-mail address.

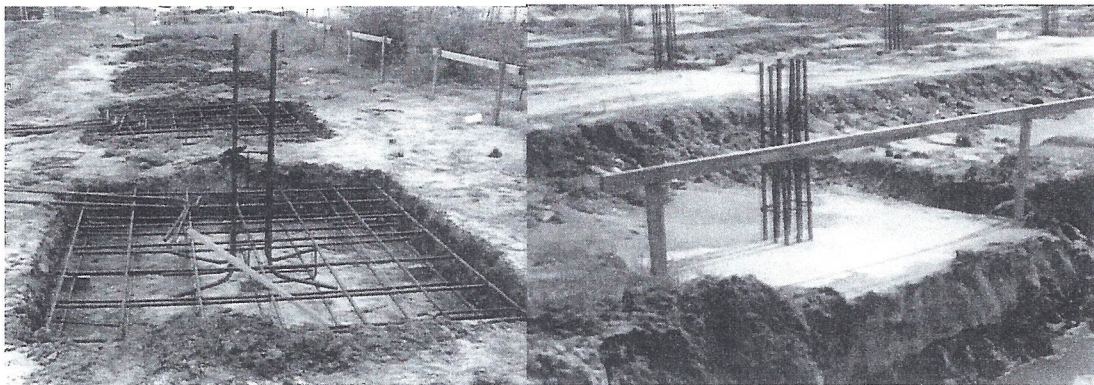
Best regards, Jasper

<Update for Gulf Palm Villas Insurance Matters_13Nov08.doc>

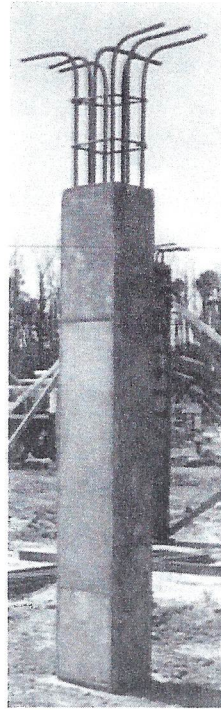
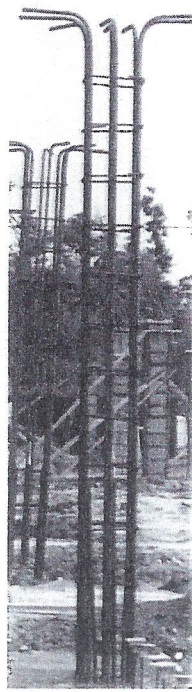
this time it would be the general consensus to rebuild stronger to withstand the forces of Hurricane Katrina or the like.

The Structure of Gulf Palm Villas

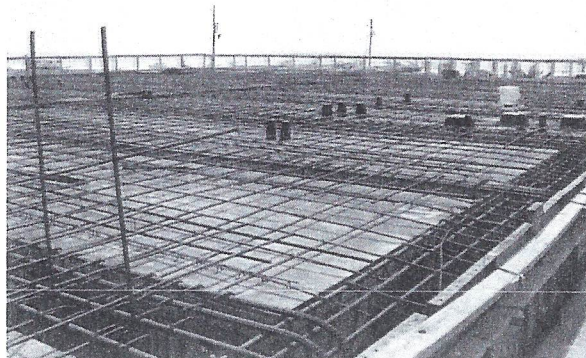
- *18" steel reinforced concrete columns*
- *9' x 9' x 1.5' concrete footings with double layers of rebar*



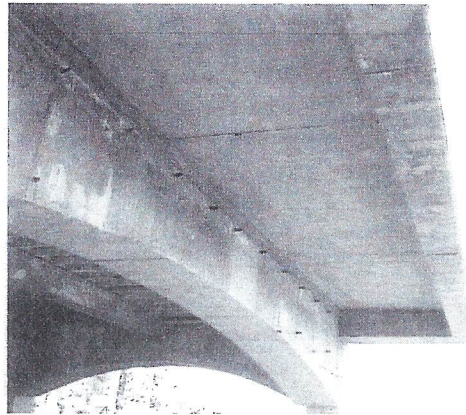
- *rebar extends past the column and angles into the adjacent concrete beams that these columns support*
- *columns are all cast in place concrete*



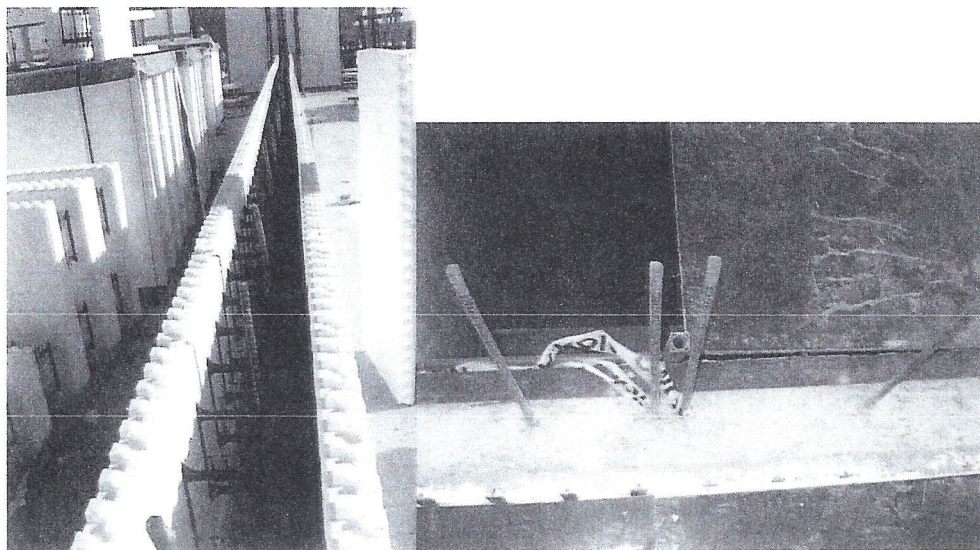
- *Atop the columns is a cast in place steel reinforced concrete platform comprised of beams and arches*
- *The elevation at the first floor is just over 23 feet*
- *The arches, beams and floor are plentifully reinforced with steel rebar*



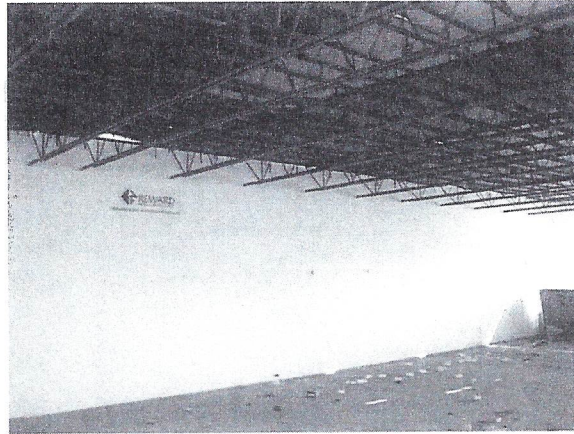
- *The platform gives rise to the concrete walkways and balconies that are also reinforced with steel rebar and are totally supported by steel reinforced beams in a cantilevered system.*



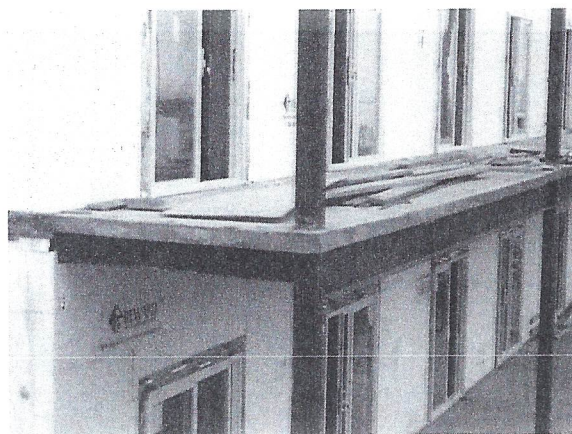
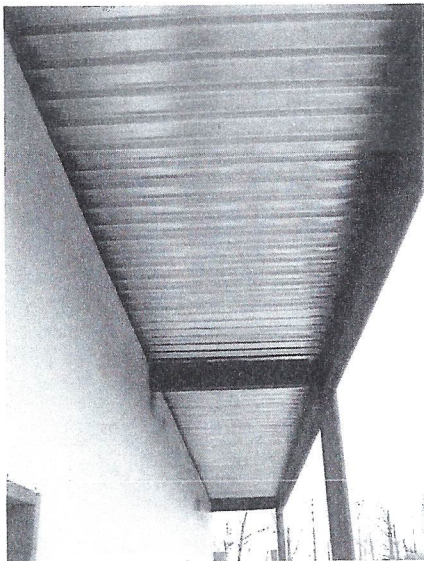
- *Atop the platform is the ICF system wall. These walls are, again, cast in place concrete.*
- *The wall, when complete, is 13 inches thick, . . 8" reinforced concrete with 2.5 inches of Styrofoam on either side for insulation and sound deadening.*
- *These walls surround each and every unit of the complex.*



- *The Hambro System forms the second floor and consists of a specialized steel bar joist beam that is attached to and sits atop the solid concrete ICF wall.*



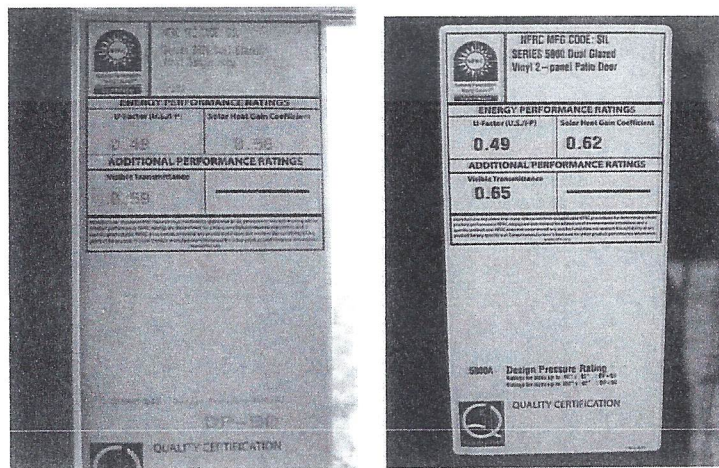
- *The second floor balconies and walkways are, again, steel reinforced concrete supported by steel beams attached to 6 inch steel columns that are supported by the first floor walkways and balconies.*



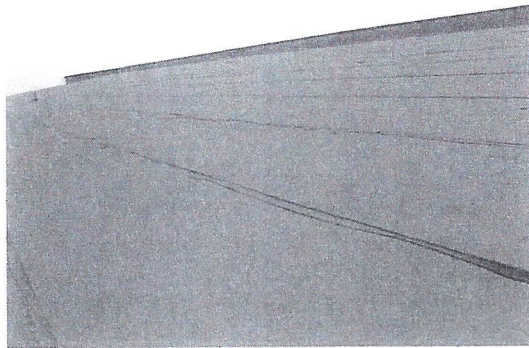
- The second floor unit walls are ICF and are attached to the first floor with poured concrete and locked into place with the Hambro bar joists.



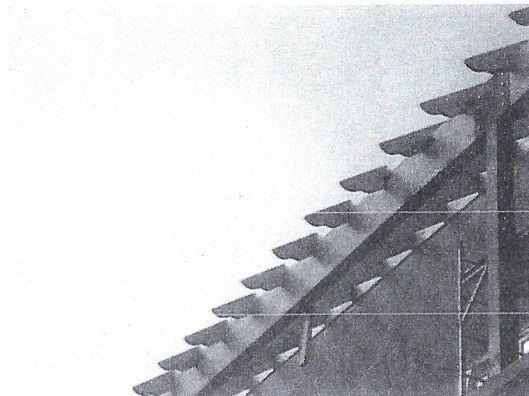
- Exterior windows and glass doors are hurricane resistant and meet the International Building Code requirements for the coastal zone.



- The roof is a steel deck atop a steel bar joist beam. The steel deck is covered with 20 year 3 layered fiberglass roofing.



- *Covered balconies with decorative edges.*



GULF PALM VILLAS

Gulf Palm Villas is a 46 unit condo complex that was totally destroyed on August 29, 2005 by Hurricane Katrina. In December of 2005 the owners of Gulf Palm Villas made the decision to rebuild their beautiful homes. Gulf Palm Villas are currently under construction with an estimated occupancy date of August, 2008. The condos are being rebuilt to the highest construction standards, making them hurricane resistant. With the type of construction that our owners chose to have we believe there is no other condominium of its like on the Gulf Coast. It is truly a totally steel reinforced concrete structure that many structural engineers agree should stand up to any hurricane, even one of Katrina's strength.

Each unit has 2 bedrooms and 2 baths. There are 9 foot ceilings throughout. Each unit consists of a wet bar, whirlpool tub, walk-in closets, and a balcony that overlooks the courtyard with a view of the gulf. The courtyard contains a swimming pool and hot tub as well as a pool house that contains its own toilet facilities. There are 2 elevators on the complex for use and are operational at all times. The 8 foot tall privacy fence surrounds the entire complex that is beautifully landscaped with a fountain, walkways and accent lighting. There is no shortage of lighting for the parking area and all walkways for nighttime safety.

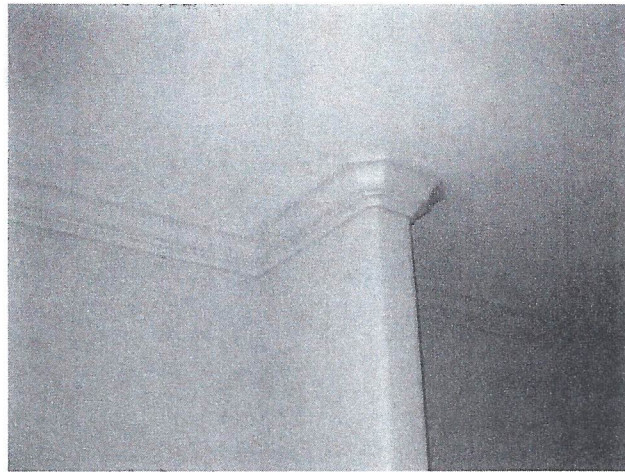
The History of Gulf Palm Villas

Gulf Palm Villas is a 46 unit condo complex that was totally destroyed on August 29, 2005 by Hurricane Katrina. Even though Gulf Palm Villas were built of concrete and steel, it had its share of wood on some balconies and walkways and the roof. The structure was no match for the tornadic winds and wind driven surge of Hurricane Katrina. In December of 2005 the owners of Gulf Palm Villas made the decision to rebuild their beautiful homes. However,

Inside a unit at Gulf Palm Villas

Each unit has 2 bedrooms and 2 baths. There are 9 foot ceilings throughout. All the door hardware and fixtures are brushed nickel finish.

There is 5.5 inch crown molding throughout with a decorative cap..

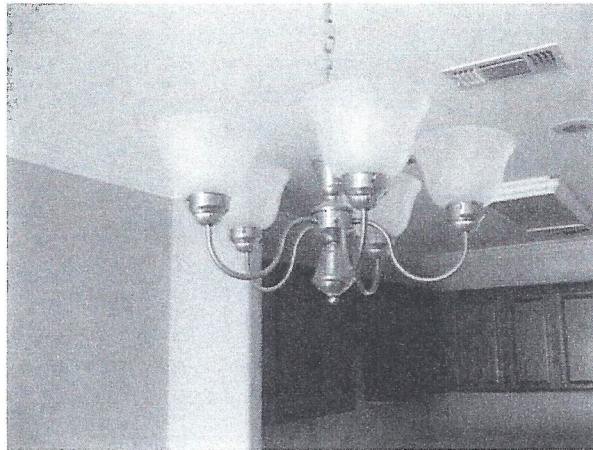


The living room and master bedroom each have a 6 foot sliding glass door that faces the courtyard.



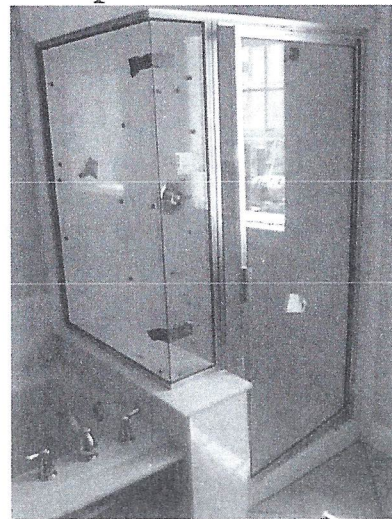
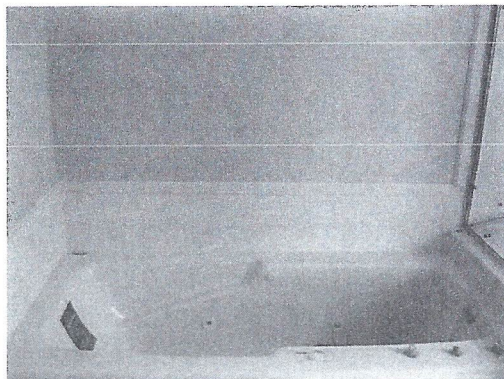
The kitchen is equipped with modern GE profile appliances, under cabinet lighting, recessed ceiling lights above the sink, and countertop hookups for phone and TV. Owner's choice allowed either granite countertops in the kitchen with under mount sinks or Wilsonart Laminate countertops as standard.

The dining room is accented with a beautiful brushed nickel chandelier with adjoining wet bar with recessed lighting.

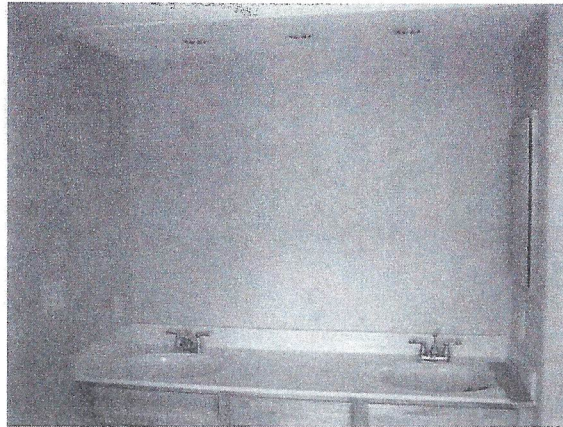


There is recessed lighting also in the living room as well as a ceiling fan with wall mount switching. The bedrooms are also equipped with ceiling fans.

The master bathroom has a 6 foot whirlpool tub, and a large shower adjacent and ceiling recessed heat lamps with separate wall switching

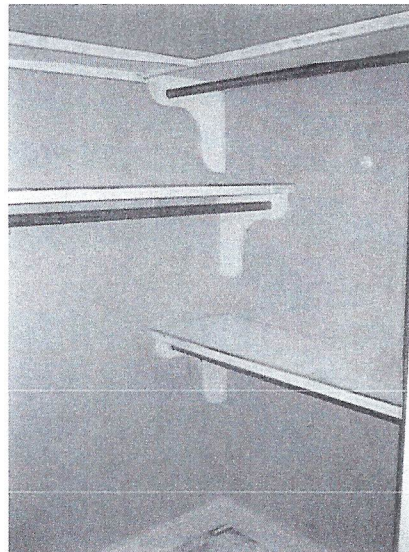


There are double sinks in the master bathroom with recessed lighting.



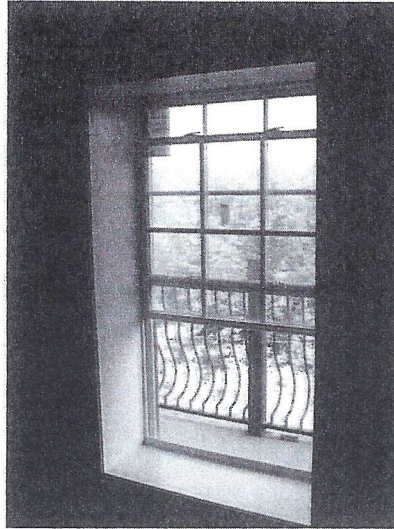
There is plenty of cultured marble on the counter tops and cultured marble lines the bath tubs and showers.

There is plenty of room in the walk-in closets in the master bedroom and the walk-in closet in the guest bedroom.



Other features for the interior include a door bell, a side light window adjacent to the entry door.

Five foot tall windows in the guest bedrooms.



Porcelain tile in all rooms except the bedrooms which have carpet.

Ground Level of Gulf Palm Villas

Each unit has its own 2 car covered parking area that is large enough to park any size vehicle very comfortably. The parking space is nearly 14 feet wide!

All buildings surround a beautiful courtyard with a central located swimming pool and hot tub as well as a pool house that contains its own toilet facilities.

Each unit is provided with an elegant brick veneer lockable storage room beneath it at the ground level that measures 6 x 10 feet. On the courtyard side of the storage facilities is beautiful accent lighting illuminating the 4 foot wide walkways at ground level. Beautiful concrete arches surround each parking area beneath the buildings.

FOR MORE INFORMATION ON THESE
UNITS AND TO FIND OUT WHICH ARE FOR
SALE, PLEASE CONTACT YOUR LOCAL
REALTOR

GPV RULES AND REGULATIONS

“The rules and regulations section was approved by the GPV Board of Directors, so that all owners would have a place that they could call home and be proud of. All GPV owners are required to adhere to, and enforce the GPV rules and regulations section.”

POOL & SPA RULES

NO LIFE GUARD ON DUTY **SWIM AT YOUR OWN RISK**

1. Only Gulf Palm Villas (GPV) residents or their guests may use pool or spa.
2. Children under the age of 14 must be accompanied by an adult over the age of 18. No exceptions. The adult must be in the pool or on the pool deck.
3. Pool & Spa hours: Monday through Thursday: 9 a.m. to 10 p.m. Friday, Saturday, Sunday, and Holidays: 9 a.m. to midnight.
4. Elderly individuals, pregnant women, children and persons using prescription medications should consult a physician before using spa. Persons should not spend more than 15 minutes in the spa in any one session.
5. Children who are not potty trained and less than four years of age must wear swim diapers in the pool or spa.
6. Foul or abusive language will not be tolerated.
7. No diving into the pool or spa.
8. Dangerous practices are prohibited. Individuals will not run on pool deck or climb on pool furniture. Spouting of water or similar unhygienic actions are prohibited.
9. Persons with infectious or communicable diseases, eye infections or those with open blisters, cuts, wounds are not permitted in the pool or spa.
10. No glass containers of any kind will be allowed in the pool/spa or on the pool deck.
11. No animals allowed in the spa, pool or on pool deck.
12. Residents are responsible for cleaning up after themselves and their guests.
13. Please shower and wash sand off before going into the pool or spa.
14. Food or beverages are prohibited in pool house ice maker.

BALCONY / COURTYARD RULES

1. Wind chimes and hanging baskets are prohibited on balconies.
2. Do not hang towels or swimsuits over the balcony railing
3. Use of wood burning stoves/fireplaces, chimineas, open flame (Tiki) torches and charcoal grills are prohibited on balconies. Only propane or electric grills are authorized for use on your balcony.
4. No items will be left on your balcony during hurricane season when you leave for more than seven (7) days.
5. No roller blading or skate boarding in courtyard.
6. Pick up your trash when you leave the courtyard area
7. Smokers must properly dispose of all smoking materials.
8. Do not block stairwells or walkways with planters or anything that could be a hazard.

PET OWNER RULES

1. All pets must be on a leash when outside your condo.
2. Designated Pet Relief Areas are the two grassy areas in the Northeast and Northwest corners of the complex. (The two corners farthest from the highway).
3. All pet owners must properly dispose of all pet waste (i.e. placed in plastic bag and put in the dumpster).
4. Do not let your pet urinate on the condo walls, fence or in the elevator.
5. Unattended pets are not allowed on balconies
6. Sliding glass doors must be closed and secured when you are not home, if you have a pet.
7. Pets are not permitted in the courtyard.

COMMON AREA PARKING / DUMPSTERS

1. Common area parking adjacent to fences is provided for residents, their guests, vendors, and real estate sales.
2. Boat, water craft, trailers, campers and RVs may be parked in the common area for up to seven days, or you can park these vehicles in your personal parking area without a time limit.
3. Vehicles parked in the common area must be in operating condition.
4. No vehicle repair shall be performed on the property except in an emergency.
5. Do not block access to the dumpsters or entrances from Highway 90.
6. Placing hazardous or flammable material in the dumpsters is prohibited
7. There are two trash dumpsters located on the East and West sides of GPV. If one dumpster is full, place your trash in the other dumpster. No trash is to be placed beside the dumpsters. Keep the lid closed and the gate closed to keep pests out.
8. Major appliances will not be placed in or around the dumpster for disposal. Break down all boxes going into the dumpster.

EXTERIOR FIXTURES & ORNAMENTATION

1. No individually placed permanent decorations are allowed on exterior walls or doors. No holes will be placed into the exterior walls.
2. Temporary exterior decorations are allowed on the below listed occasions: Decorations may be put up two weeks prior to the occasion and removed two weeks after the occasion.
 - a. Religious holidays.
 - b. New Years
 - c. Mardi Gras
 - d. Fourth of July
 - e. Halloween
 - f. Thanksgiving
3. Primary entry doorway may be decorated with non electrical decorations that do not obstruct the walkways.
4. No ornaments or decorations will be hung off the balcony ceiling.

RENTAL AGREEMENT/SALES

1. Lease agreements must be for a minimum of six months or longer.
2. Condo owner must provide the names of their tenants and their contact information to the Board of Directors.
3. Tenants must be given a copy of GPV rules and regulations by the owner. The tenant must read and sign a Rules and Regulations Acknowledgement Form (which will be personally given to the GPV President or Secretary).
4. Owners are responsible for any common area damage caused by their tenants.
5. Rental Agreements/Sales; GPV owners are required to notify BOD when their unit is sold and provide the names of the new owners. In addition the GPV owner is required to provide the new owner with a copy of the GPV Info Packet. Move In Times: 8 am – 8 pm.

KEYS

1. When either front door or storage unit locks are changed, the locksmith you hire has to key it to the GPV Master Key.

ELEVATORS

1. Do not block the elevators doors. The alarm will sound and the elevator will automatically shut down requiring a service call to place the elevator back in service.
2. All owners have a responsibility to maintain the cleanliness of the elevators.

GULF PALM VILLAS AREA PHONE NUMBERS

In an emergency	dial 911
Pass Christian Police and Fire	228-452-3300
Mississippi Power	800-532-1502
Cable One (Basic cable provided)	228-864-1506
Sun Herald Newspaper	228-896-2100

RULES & REGULATIONS ACKNOWLEDGEMENT FORM

I _____ have leased GPV Condo # _____
for a minimum of six months, from _____ do
hereby acknowledge that I have read and will abide by the GPV
Rules and Regulations while residing at GPV.

Signature

Date

(Form will be given to the GPV President or Secretary by GPV Owner)

SUBCONTRACTORS LIST

Below is the list of subcontractors who will handle GPV warranty problems, issues or defects until November 24th, 2009, when the WARRANTY PERIOD expires. If you contact them, and when they arrive, it is determined the problem/issue is not covered by the warranty, you, the individual owner will be responsible for paying any service call expense or to have the problem/issue repaired or resolved.

I. Vanity Tops/Shower Doors

Avalon Granite
POC: Cliff Lafaye
68425 Hwy 59 – Ste 7
Mandeville, LA 70471
Phone (985)867-3338/Fax (985)867-3707

II. Granite Countertops

TGM Granite & Marble
POC: Cliff Lafaye
3810 Veterans Blvd #126
Metairie, LA 70002
Phone (504)254-2592/Fax (504)254-2593

III. Cabinets

Gretna Cabinets
POC: Kerry Martin
5127 Taravelle Road; Ste C
Marrero, LA 70072
Phone (504)348-8232/Fax (504)348-3910

IV. Solid Surface Tub/Shower Surrounds

Avalon Marble
POC: Richard Lafaye
601 Hwy 11, North; Ste C
Picayune, MS 39466
Phone (601)798-3378/Fax (601)798-3338

V. Mirrors/Glass Shelves

Pearl River County Glass & Mirror
POC: Tony Parrish
38 Sunflower Lane
Carriere, MS 39426
Phone (601)749-9784/Fax (601)749-8041

SUBCONTRACTORS LIST CONTINUED

VI. Drywall

B&M Drywall
POC: Larry Toncrey
14355 Big John Road
Biloxi, MS 39532
Phone (228)392-9124/Fax (228)392-1045

VII. Ceramic Tile

Lynch's Ceramic Tile
POC: Mike Lynch
238 Pelican Avenue
New Orleans, LA 70114
Phone (504)367-8749/Fax (504)366-5084

VIII. Carpet

Paul Sita Company, Inc.
POC: John Pervel, Jr.
5604 Salmen Street
Harahan, LA 70123
Phone (504)733-4710 /Fax (504)733-9350

IX. Plumbing

Hockert Plumbing, Inc.
POC: Rick Hockert
PO Box 299
Pass Christian, MS 39571
Phone (228)861-4441/Fax (228)452-1155

X. HVAC

Compton Heating & Air Conditioning
POC: Mike Compton
839 28th Street
Gulfport, MS 39506
Phone (228)863-5502/Fax (228)863-2568

XI. Electrical

Howell Electrical Services
POC: Jimmy Howell
22798 Henry Cochran Road
Lucedale, MS 39542
Phone (601)947-3290/Fax (601)947-4475