

EXHIBIT A

DECLARATION IN WRITING OF THE BEACH KREWE
AN ALABAMA SOCIAL CLUB, SOCIETY OR ASSOCIATION

TO THE HONORABLE Thomas A. Snouden
JUDGE OF PROBATE IN AND FOR THE
COUNTY OF Shelby, STATE OF ALABAMA:

We, the undersigned, each of whom is over the age of 19 years and a resident citizen of the State of Alabama, in order to form a social club, society or association pursuant to the laws of the State of Alabama for the purposes hereinafter stated, do hereby declare ourselves to be members and officers of "The Beach Krewe" and adopt the following declaration for the purpose of continuing ourselves as a social club, society or association.

ARTICLE I

The name of said social club, society or association shall be "The Beach Krewe".

ARTICLE II

Membership qualifications and rights, duties and obligations are as specified in the by-laws.

ARTICLE III

The object or objects or purpose or purposes of The Beach Krewe shall be set forth in Item Sixth "Objects of the Social Association" of that certain instrument attached hereto and incorporated herein by reference.

ARTICLE IV

The by-laws of said social association may be amended only as specified herein, to-wit, by a 9/13 vote of the co-owners or members of "The Beach Krewe".

Inst # 1994-07132
03/04/1994-07132
10:30 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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Inst # 1994-07132

ARTICLE V

The duration of said The Beach Krewe shall be perpetual or until sooner dissolved or terminated by the membership of said association.

ARTICLE VI

The address of the president of "The Beach Krewe" is 3538 Bethune Drive, Birmingham, Alabama 35223.

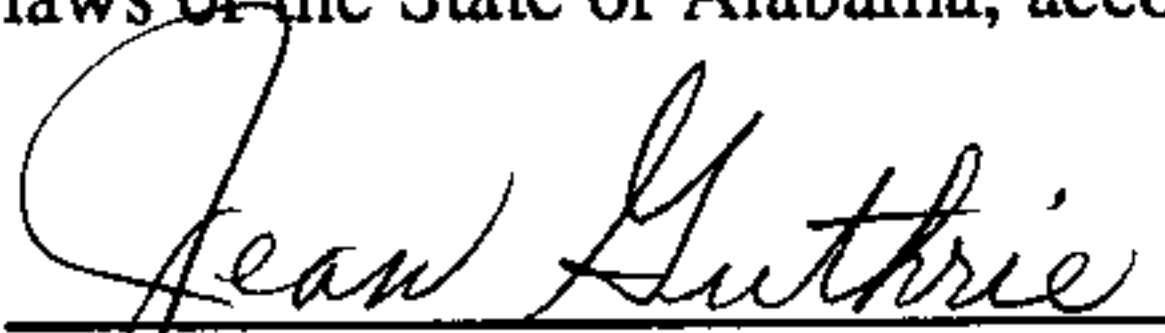
The initial Board of Governors shall consist of the original 13 members of the Beach Krewe.

ARTICLE VII

The powers of "The Beach Krewe" shall include all those provided by law for such social club, society or association within the meaning of Title 10-4-300 et seq. Code of Alabama 1975, and shall have all the powers, privileges and immunities which, under said code sections, or any other laws of the State of Alabama, now or hereinafter may be vested in similar social clubs, societies or association.

IN WITNESS WHEREOF, the officers of this social association have hereunto set their hands and affixed their seals and pray that this instrument be filed and recorded as provided by law to the end that these officers, their successors and assigns, shall constitute a social club, society or association under the name hereinabove set forth herein with all powers to which said social association may be entitled under the laws of the State of Alabama, accomplished on this,

28th day of ~~March~~ ^{Feb-}, 1994.

 (L.S.)
Jean Guthrie - President

 (L.S.)
David Whitt - Vice President

 (L.S.)
Tom Egan - Treasurer

STATE OF ALABAMA *

Jefferson COUNTY *

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Jean Guthrie, David Whitt and Tom Egan, whose names are signed to the foregoing Exhibit A (declaration in writing) and who are known to me, acknowledged before me on this date that, being informed of the contents of said Exhibit, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this, the 28 day of Feb, 1994

Alan C. Rudder
Notary Public

MY COMMISSION EXPIRES NOVEMBER 19, 1997

CONSTITUTION AND BY-LAWS
OF
THE BEACH KREWE

KNOW ALL MEN BY THESE PRESENTS: That for the purpose of forming a social club, society or association under and pursuant to the provisions of Title 10-4-300 et seq. (Acts 1909, Number 198, Page 193, Code 1923, Section 7176; Code 1940, Title 10, Section 139), the undersigned persons have associated themselves together and have agreed upon and adopted these Articles of Incorporation, the same to constitute and become a charter for carrying on the activities and purposes hereinafter specified upon the proper filing hereof pursuant to law.

NAME OF SOCIAL ASSOCIATION

First: The name of the social club, society or association is "The Beach Krewe".

LOCATION

Second: The principal office or mailing address of said social association shall be 3581 Rockhill Road, Birmingham, AL 35223.

Third: The period of duration of this social association shall be perpetual.

OFFICERS

Fourth: The names and addresses of the officers of said social association chosen for a two year period of time or until a successor is appointed and/or elected by the membership and the office to which they each have been chosen are as follows

Jean Guthrie
3538 Bethune
Birmingham, AL 35223

President

David Whitt
3424 Water Oak Drive
Birmingham, AL 35243

Vice President

Tom Egan
3581 Rockhill Road
Birmingham, AL 35223

Secretary-Treasurer

BOARD OF GOVERNORS

Fifth: The Board of Governors of said social association shall consist of the 13 members hereinafter named herein and said Board of Governors shall be in charge of the operation and maintenance of said social association.

OBJECTS OF THE SOCIAL ASSOCIATION

Sixth: The object or objects and purpose or purposes for which said social club, society or association is formed are as follows, viz:

- (1) To have all powers, rights and duties as catalogued in Article 15, Title 10-4-300 et seq. Code of Alabama, 1975;
- (2) To do any and all things herein set forth and in addition thereto, such other acts and things as are necessary or convenient to the attainment of the purposes of this social club, society or association or any of them to the same extent as natural persons might or could do in any part of the work, insofar as such acts are permitted to be done by a social club, society or association organized under the laws of the State of Alabama;
- (3) To do such other things as are incidental, proper or necessary to the operation of said social association or to the carrying out of the objects, purposes, powers and privileges herein granted, as well as to exercise all those powers expressly conferred on social clubs, societies or associations by Article 15, Code of Alabama, Title 10-4-300 et seq.;
- (4) To be a non-profit social association;
- (5) To not issue any shares of stock;
- (6) To be non-pecuniary in purpose;
- (7) To acquire, operate and maintain a condominium in the Romar Towers, Romar Beach, Alabama.

(8) To set forth rules and regulations as concerning the applicants for membership in The Beach Krewe.

(9) To improve, operate, sell, convey, assign, mortgage or lease any real estate and any personal property owned by The Beach Krewe.

(10) To enter into, make and perform contracts of every kind for any lawful purpose, with any person, firm, association or any corporation, town, city, county, body politic, state, territory, government or any governmental dependency, division, corporation or agency;

(11) The foregoing enumerated clauses may be construed both as objects and powers and it is hereby expressly provided that the foregoing enumerations of specific powers shall not be held to limit or restrict in any manner the powers of the social club, society or association so long as said social venture remains non-pecuniary in nature;

(12) To provide accommodations for the members of The Beach Krewe, spouses, friends, relatives and associates.

SHARES OF STOCK

Eighth: The Beach Krewe shall not issue shares of stock and is formed exclusively for non-pecuniary purposes. The ownership of all real and personal assets constituting all assets owned by The Beach Krewe at present or in the future shall, however, be owned by the 13 members hereinafter catalogued herein on an undivided 1/13 basis. In the event a co-owner desires to sell his share in said social association for any reason, said co-owner shall establish the fair market value of his share based on an independent appraisal or the recent sale of a comparable unit. The co-owner must first offer his share to the other co-owners and if more than one existing co-owner desires to purchase the offered share, a drawing shall be conducted to determine who has the first option. If, after 30 days from the initial sale offer to the other co-owners there has been no purchase by said co-owner or co-owners, the co-owner desiring to sell

his share is free to market his share on the open market. It is agreed and understood however that a majority of the remaining co-owners shall approve the proposed purchaser or purchasers.

TITLE 10-4-303

PROHIBITIONS

Ninth: The Beach Krewe shall have no right to engage in, and it will not engage in, the business of selling, keeping for sale or otherwise disposing of any liquors, liquids or beverages that are prohibited by the laws of the State of Alabama to be manufactured, sold or otherwise disposed of in this State and said social association will not maintain any unlawful drinking place or any liquor nuisance contrary to the laws of the State of Alabama. Likewise, pursuant to Title 10-4-303(b) The Beach Krewe shall not permit any game to be played for wager or any gambling or the presence of any gambling device on or about the social association's premises exclusive of the playing of cards, dominoes, chess, pool, billiards or other like instruments where nothing is wagered on such game.

RECORD KEEPING REQUIREMENTS

Tenth: The co-owners or members are aware that Dixon vs. Club, Inc., 408 So. 2d 76 (Alabama 1981) dictates that The Beach Krewe as a social association is not subject to the record keeping requirements for non-profit corporations. Notwithstanding this case holding however the president and/or secretary-treasurer of The Beach Krewe shall formally or informally keep each co-owner or member apprised as to all expenses incurred in and about the operation of the social association.

MEMBERSHIP RIGHTS, DUTIES AND OBLIGATIONS

Eleventh: Each member or co-owner shall have the exclusive right to occupy The Beach Krewe condominium four (4) weeks per year, vis, one week per quarter (Quarter One-December, January, February; Quarter Two-March, April, May; Quarter Three-June, July, August; Quarter

Four-September, October, November). The selection of the involved week(s) shall be on a rotating basis according to lots or numbers 1-13 to be drawn on a "one time" basis only. The president and/or secretary-treasurer shall immediately notify each member or co-owner of the weekly selection made and shall deliver to each member the written selection and/or rotation schedule.

Occupancy shall begin any time after 2:00 P.M. Central Time on the Friday which commences the member or co-owners's involved week and shall terminate at 10:00 A.M. Central Time on the following Friday. Each member or co-owner shall:

- (a) Be responsible for damage or breakage, exclusive of normal wear and tear, during the week(s) of his occupancy;
- (b) Be responsible for damage or breakage, exclusive of normal wear and tear, on the part of any person or persons who may occupy said condominium through a lease or other agreement with a member or co-owner;
- (c) Not place towels or clothing on the exterior portion of the premises so as to be visible to others;
- (d) Not take "unit" bath towels to the beach or off said premises;
- (e) All grilling on balcony shall comply with condo regulation
- (f) Be provided a front door key and an outdoor storage shed key (one extra key shall be left with unit managers).
- (g) Place no long distance telephone calls from the "unit" telephone, i.e., shall not incur long distance telephone charges to the "unit" telephone;
- (h) Purchase required supplies during his week(s) of occupancy but shall be reimbursed on a pro-rata basis by other members upon the presentation of a paid sales ticket or receipt;

- (i) Pay his pro rata share of the involved monthly operating expenses to be collected in advance on a quarterly basis.
- (j) Participate, if at all possible, in the maintenance and upkeep of the condominium unit;
- (k) Upon departing the condominium unit each member shall place all dirty linens and towels in the hall, lock all doors and windows, close all draperies, turn off all lights and appliances, set the thermostat at 55 degrees during the winter months, set the thermostat on the off position during the summer months, check for all personal belongings and leave the unit for maid service to be performed between 10:00 A.M. and 2:00 P.M. Central Time;
- (l) In the event a co-owner does not utilize the unit during his appointed week or weeks, he shall notify the house cleaning service at the Seascape Condominium Complex that its services would not be required for that particular week (however, if for some reason an extra house cleaning is required during a particular week, the extra charge shall be the responsibility of the co-owner requiring the extra charge---likewise, if a co-owner leaves the unit before 10:00 A.M. Central Time on the Friday terminating his week occupancy, he shall notify the house cleaning service that the unit is available for cleaning immediately).
- (m) Smoking shall be restricted to balcony areas for the benefit of all.
- (n) No pets allowed.

MEMBERSHIP

Twelfth: The following persons constitute the membership and Board of Governors
of The Beach Krewe.

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|----|---|---|
| 1. | David & Linda Whitt
3424 Water Oak Drive
Birmingham, AL 35243 | H: 205-967-6622
O: 205-250-2461
FAX: 205-250-1040 |
| 2. | Whit & Carolyn King
3712 Rockhill Road
Birmingham, AL 35223 | H: 205-967-5751
O: 205-326-4990
FAX: 205-326-4072 |
| 3. | Steve & Linda West
104 Green Wing Circle
Pelham, AL 35124 | H: 205-664-1298
O: 205-870-0794
FAX: |
| 4. | Tom & Cynthia Egan
3581 Rockhill Road
Birmingham, AL 35223 | H: 205-967-4654 |
| 5. | Ed & Peggy West
1965 Southwood Road
Birmingham, AL 35216 | H: 205-979-4146
O: 205-322-4272 |
| 6. | Joe & Jean Connor
3601 Crestbrook
Birmingham, AL 35223 | H: 205-969-2910 |

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|-----|---|---|
| 7. | Jim & Sally Delk
3525 Belle Meade Lane
Birmingham, AL 35223 | H: 205-967-5576 |
| 8. | Rodger & Marilyn McAlister
10204 Springside Road
Louisville, KY 40223 | H: 502-245-7282
O: 502-452-3003
FAX: 502-245-1919 |
| 9. | Jim & Pat Murphy
3689 Rockhill Road
Birmingham, AL 35223 | H: 205-967-1455
O: 205-870-2461
FAX: 205-868-5019 |
| 10. | Bill & Jean Guthrie
3538 Bethune Drive
Birmingham, AL 35223 | H: 205-967-6062
O: 205-877-7704
FAX: 205-868-5019 |
| 11. | Bill & Jean Guthrie
3538 Bethune Drive
Birmingham, AL 35223 | H: 205-967-6062
O: 205-877-7704
FAX: 205-868-5019 |
| 12. | Bill & Linda Jones
1730 Vestwood Hills Drive
Birmingham, AL 35216 | H: 205-979-6455
O: 205-995-9901 (Linda)
O: 205-250-2913 (Bill)
FAX: 205-995-0109 |
| 13. | Eddie & Brenda Smith
2512 Stratford Road S.E.
Decatur, AL 35601 | H: 205-355-6487 |

The Board of Governors shall have authority to adopt such rules, by-laws and regulations for the governing of said social association as it may deem necessary or expedient. The affairs of said social association shall be under the management and control of the Board of Governors as above constituted. The date on which the Board of Governors shall convene shall be at a time and place to be set by the President during the month of February. The Board of Governors reserves the right to amend, alter, modify, change or repeal any provision contained in this instrument in the manner now or hereafter provided by law and all rights conferred upon the officers, members and Board of Governors herein are granted subject to this reservation.

MISCELLANEOUS

Thirteenth: All other matters and things are reserved.

Dated this, the 4th day of ^{March}~~February~~, 1994 AT Alabaster, Alabama

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10:30 AM CERTIFIED
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