

STATE OF ALABAMA  
BALDWIN COUNTY

AMENDMENT TO THE DECLARATION OF CONDOMINIUM  
OF  
THE EDGEWATER CONDOMINIUM

WHEREAS, this is Amendment to the Declaration of Condominium of The Edgewater Condominium, said Declaration was filed for record on May 28, 1981, in the Office of the Judge of Probate, Baldwin County, Alabama in Miscellaneous Book 39, pages 371 - 391; and in accordance with Article Fourteen of said Declaration, a duly authorized meeting was held on October 8, 1988, at The Edgewater Condominium Gulf Shores, Alabama, with twenty-one units present, either in person or by proxy, out of a possible twenty-eight (28) units (the 21 units present represented 21 out of a possible 28 votes) and all twenty-one (21) units present voted in favor of the following: (i) amending the said Declaration to include therein a provision providing for addition insurance coverage to cover the loss of certain "building items" located within the private elements of a condominium unit in the event of catastrophic destruction or damage caused by a casualty to more than one unit; (ii) amending the said Declaration to delete a provision which allows a person who takes title to a unit as a result of a deed in lieu of foreclosure to be partial exempt from liability which became due prior to their taking title by deed in lieu of foreclosure; and,

WHEREAS, it is the intention of this amendment that in the event of catastrophic destruction or damage caused by a casualty to more than one unit of The Edgewater Condominium it would expedite the insurance claims when the damage is to "building items," such items to include, but are not to be construed as a limitation, wallpaper, built-in cabinets, built-in appliances, carpets attached to the subflooring, tile, floor coverings and fixtures, which are permanently attached to the floors, walls or ceiling and located within the interior boundary of the private individual condominium units, that such "building items" shall be included in any insurance coverage obtained in the name of The Edgewater Condominium Owners' Association; and,

WHEREAS, it is the further intention of this amendment to amend Article Thirteen, Paragraph 5 (a) to delete the wording pertaining to taking title by deed in lieu of foreclosure and thereby making the person or persons who take title by deed in lieu of foreclosure responsible for that units' share of the common expenses or other assessments which were chargeable to the former unit owner prior to the current unit owner taking title by deed in lieu of foreclosure.

MSC. 64-AGE 113

W I T N E S S E T H:

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT:

in accordance with Article Fourteen of the Declaration of Condominium of The Edgewater Condominium, dated May 27, 1981 recorded May 28, 1981 in the Office of the Judge of Probate, Baldwin County, Alabama in Miscellaneous Book 39, pages 371 - 391; said Declaration of Condominium is HEREBY AMENDED as follows:

(1.) Article Twelve, Section 4. is hereby amended to include the following:

(c) In the event of catastrophic destruction or damage caused by casualty to "building items", such as wallpaper, paint, light fixtures, plumbing fixtures, built-in cabinets, built-in appliances, carpets attached to the subflooring, floor tile, or floor covering as the same were installed by the original Developer or being of a compatible style or quality as that was originally installed by the Developer and located within the interior boundary of the private individual condominium units of The Edgewater Condominium, it shall be the responsibility of the individual unit owner to replace or repair such "building items", EXCEPT when the damage or destruction is catastrophic or casualty and by perils insured against in the The Edgewater Condominium Owners' Association insurance policies. The Owners' Association has the responsibility to purchase insurance policies to cover the above described building items and the cost of such insurance is to be shared on a pro rata basis by the individual condominium unit owners. In the event of conflict between this amendment and any part of the Declaration and By-Laws of The Edgewater Condominium Owners' Association, Inc., which relates to the above, this amendment shall be controlling.

(2.) Article Thirteen, Paragraph 5 (a) of the Declaration is hereby deleted and the following substituted therefor in its entirety:

5. (a) If a holder of a mortgage of record or other purchaser of a unit obtains title to such unit as a result of foreclosure of the mortgage, such acquirer of title, his successors and assigns shall not be fully liable for the share of common expenses, limited common expenses, if any, or other assessments by the Association pertaining to such unit or chargeable to the former unit owner which became due prior to acquisition of title as a result of the foreclosure. Such unpaid share of common expenses, limited common expenses or other assessments shall be deemed to be common expenses collectable from all of the remaining unit owners including such acquirer, his successors and assigns.

(3.) In all other respects the above Declaration of Condominium of The Edgewater Condominium, a condominium, is hereby reaffirmed and ratified.

IN WITNESS WHEREOF, THE EDGEWATER CONDOMINIUM OWNERS' ASSOCIATION, INC., an Alabama Non-Profit corporation, has caused this Amendment to the Declaration of Condominium to be executed, under seal, by its duly authorized officers, whose names are set forth below, this the 1ST day of FEBRUARY, 1989.

THE EDGEWATER CONDOMINIUM OWNERS' ASSOCIATION, an Alabama Non-Profit corporation.

A T T E S T

Madge K. Dawson  
Secretary

BY: Gabe S. Fountain (SEAL)  
ITS: President

STATE OF ALABAMA \_\_\_\_\_ COUNTY CORPORATE ACKNOWLEDGEMENT

I, the undersigned authority, in and for said county, in said State, hereby certify that Gabe S. Fountain, whose name as President of THE EDGEWATER CONDOMINIUM OWNER'S ASSOCIATION, an Alabama Non-Profit corporation, is signed to the foregoing instrument and who is known to me, acknowledge before me on this day that being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal on this the 1ST day of FEBRUARY, 1989.

[Signature]  
NOTARY PUBLIC  
DANIEL E. STEVENS  
NOTARY PUBLIC  
BALDWIN COUNTY ALABAMA

My commission expires: 11-23-91

This instrument prepared by:

Thomas W. Klyce  
Attorney at Law  
Post Office Box 2301  
Gulf Shores, Al. 36542

STATE OF ALABAMA  
BALDWIN COUNTY

I certify that this instrument was filed on

FEB 10 1989

and that no tax was collected. Recorded in misc  
Book 64  
Page 113-115  
p. 100 Index \$ m  
Judge of Prob. Shirley Daline

MSC. 64-AGE 115