

STATE OF ALABAMA
COUNTY OF BALDWIN

BALDWIN COUNTY, ALABAMA
TIM RUSSELL PROBATE JUDGE
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AMENDMENT TO THE DECLARATION OF CONDOMINIUM
OF
THE EDGEWATER CONDOMINIUM

WITNESSETH.

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:

A. Article Twelve, Section 4 is in its entirety (including 4a, 4b and 4c) is hereby amended to read as follows:

4a. The Association shall maintain, to the extent reasonably available.

(1) Property insurance on the common elements insuring against all risks of direct physical loss commonly insured against. The total amount of insurance after application of any deductibles shall be not less than the greater of 80 percent of the actual cash value of the insured property at the time the insurance is purchased or such greater percentage of such actual cash value as may be necessary to prevent the applicability of any co-insurance provisions and at each renewal date, exclusive of land, excavations, foundations and other items normally excluded from property policies; and

(2) Liability insurance, including medical payments insurance, in an amount determined by the board covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the common elements.

b. The insurance maintained under subsection 4a(1) above, to the extent reasonably available, must include the units, but need not include improvements and betterments installed by unit owners.

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c. If the insurance described in subsections 4a and 4b above is not reasonably available, the association promptly shall cause notice of that fact to be hand delivered or sent prepaid by United States mail to all unit owners

d. Insurance policies carried pursuant to subsection 4a above must provide that.

(1) Each unit owner is an insured person under the policy with respect to liability arising out of his interest in the common elements or membership in the association

(2) The insurer waives its right to subrogation under the policy against any unit owner or member of his household.

(3) No act or omission by any unit owner, unless acting within the scope of his authority on behalf of the association, will void the policy or be a condition to recovery under the policy; and

(4) If, at the time of a loss under the policy, there is other insurance in the name of a unit owner covering the same risk covered by the policy, the association's policy provides primary insurance.

e. Any loss covered by the property policy under subsections 4a(1) and 4b must be adjusted with the association, but the insurance proceeds for that loss are payable to any insurance trustee designated for the purpose, other otherwise to the association, and not to any holder of a security interest. The insurance trustee or the association shall hold any insurance proceeds in trust for unit owners and lien holders as their interests may appear. Subject to the provisions of subsection (h), the proceeds must be disbursed first for the repair or restoration of the damaged property, and the association unit owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely repaired or restored, or the condominium is terminated

f. Nothing contained herein shall be construed to prevent a unit owner from obtaining insurance for his or her own benefit

g. An insurer that has issued an insurance policy under this section shall issue certificates or memoranda of insurance to the association and, upon written request, to any unit owner, or holder of a security interest. The insurer issuing the policy may not cancel or refuse to renew it until 30 days after

notice of the proposed cancellation or non-renewal has been mailed to the association, each unit owner and each mortgagee or beneficiary under a deed of trust to whom a certificate or memorandum of insurance has been issued at their respective last known addresses

h Any portion of the condominium for which insurance is required under this section which is damaged or destroyed must be repaired or replaced promptly by the association unless:

- (1) The condominium is terminated, in which case Section 35-8A-218 of the Code of Alabama shall apply;
- (2) Repair or replacement would be illegal under any state or local statute or ordinance governing health or safety, or
- (3) Eighty percent of the unit owners, including every owner of a unit or assigned limited common element which will not be rebuilt, vote not to rebuild. The cost of repair or replacement in excess of insurance proceeds and reserves is a common expense.

If the entire condominium is not repaired or replaced, (i) the insurance proceeds attributable to the damaged common elements must be used to restore the damaged area to a condition compatible with the remainder of the condominium, (ii) except to the extent that other persons will be distributees under Section 35-8A-205(a)(12)(ii) of the Code of Alabama,

- (1) The insurance proceeds attributable to units and limited common elements which are not rebuilt must be distributed to the owners of those units and the owners of the units to which those limited common elements were allocated, or to lien holders, as their interests may appear, and
- (2) The remainder of the proceeds must be distributed to all the unit owners or lien holders, as their interests may appear, in proportion to the common element interests of all the units.

If the unit owners vote not to rebuild any unit, that unit's allocated interests are automatically reallocated upon the vote as if the unit had been condemned under Section 35-8A-107(a) of the Code of Alabama, and

the association promptly shall prepare, execute, and record an amendment to the declaration reflecting the reallocations.

B Article Thirteen, Section Seven is, in its entirety, amended to read as follows.

7. Liability of Owners. A Unit Owner shall be liable for the expense of any maintenance, repair, or replacement of private or common elements rendered necessary by his act, neglect, or carelessness or by that of any member of his family, his lessees, or his or their guests, invitees, employees, or agents, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire and casualty insurance rates occasioned by the use, misuse, occupancy or abandonment of a Unit, or the Common Elements or the Limited Common Elements.

C. 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 OWNER'S 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

12TH day of MAY, 2011.

WITNESSES :

THE EDGEWATER CONDOMINIUM OWNER'S
ASSOCIATION, INC
An Alabama Non-Profit Corporation

Barbara Champagne

Heather Champagne

By:

John G. Lutts

Its: VICE PRESIDENT

STATE OF LOUISIANA

COUNTY OF LAFAYETTE

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that JOHN C. SHYRON as VICE PRESIDENT of THE EDGEWATER CONDOMINIUM OWNER'S ASSOCIATION, INC., a Non-Profit Corporation, has signed the foregoing instrument and who is known to me, acknowledged before me on this day, that being informed of the contents of said 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 seal this the 12TH day of MAY, 2011

W. Justice
NOTARY PUBLIC
My Commission Expires:



THIS INSTRUMENT PREPARED BY:

G. DAVID CHAPMAN III, P.C
Attorney at Law
Post Office Box 1508
Gulf Shores, Alabama 36547
File 09 7641

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE EDGEWATER CONDOMINIUM OWNER'S ASSOCIATION, INC.**

BE IT RESOLVED by the Board of Directors of **THE EDGEWATER CONDOMINIUM OWNER'S ASSOCIATION, INC.**, an Alabama Corporation, whose mailing address is 1001 West Beach Boulevard, Gulf Shores, Alabama 36542, that **JOHN G. SUTTON**, Vice-President of the Corporation, be, and is hereby authorized, empowered and directed to execute for, and in the name of and on behalf of this Corporation, an Amendment to the Declaration of Condominium of the Edgewater Condominium Owner's Association, Inc , that was voted and approved on October 16, 2010 at the semi-annual owners' meeting, on such terms and conditions as he shall deem fit and proper

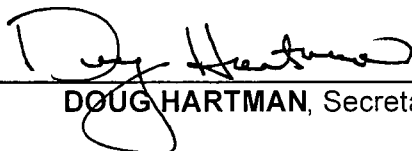
BE IT FURTHER RESOLVED that the said **JOHN G. SUTTON** be and is hereby authorized to do any and all things and to execute any and all instruments necessary to carry out the purposes and intents of this resolution

STATE OF ALABAMA
COUNTY OF BALDWIN

THAT I, **DOUG HARTMAN**, as Secretary of **THE EDGEWATER CONDOMINIUM OWNERS' ASSOCIATION, INC.**, a Corporation organized and existing under the laws of the State of Alabama, do hereby certify that the above and foregoing is a true copy of a resolution that was passed and adopted at a meeting of the Board of Directors of said Corporation which was duly called and held on the 26th day of April, 2011

I further certify that I am the keeper of the papers, books, entries and records of said Corporation and duly authorized to make this certificate

IN TESTIMONY WHEREOF, I have hereunto set my hand officially on this 30 day of APRIL of 2011.



DOUG HARTMAN, Secretary