

STATE OF ALABAMA     )  
COUNTY OF BALDWIN    )

BALDWIN COUNTY, ALABAMA  
TIM RUSSELL PROBATE JUDGE  
Filed/cert. 2/16/2017 10:32 AM  
TOTAL \$ 24.00  
6 Pages

1618216



**AMENDMENT TO THE AMENDED DECLARATION OF CONDOMINIUM**  
**OF**  
**GULF HOUSE, A CONDOMINIUM**

**WHEREAS**, the Declaration of Condominium of Gulf House, A Condominium, was recorded in Miscellaneous Book 37, Pages 45, et seq., in the Office of the Judge of Probate of Baldwin County, Alabama on August 27, 1980, as amended. Said Declaration was amended in its entirety as the Amended Declaration of Condominium of Gulf House, A Condominium, and recorded as Instrument No. 1452144 in the records in the Office of the Judge of Probate of Baldwin County, Alabama, on April 17, 2014; and,

**WHEREAS**, the owners of units of Gulf House, A Condominium, do desire to amend and revise the Amended Declaration of Condominium of Gulf House, A Condominium, according to Article XVIII of said Amended Declaration; and,

**WHEREAS**, notice of the subject matter of this proposed revision was included in a notice of a Special Meeting given to all unit owners held on the 29<sup>th</sup> day of May, 2015; and,

**WHEREAS**, said proposed revision was approved by two-thirds (2/3) of the votes of the unit owners according to their proportional ownership.

**NOW, THEREFORE**, in accordance with Article XVIII of the Amended Declaration of Condominium of Gulf House, A Condominium, the Association hereby amends Article IX in its entirety, to read as follows:

**ARTICLE IX**  
**MAINTENANCE, ALTERATION, AND IMPROVEMENTS**

The responsibility for the maintenance of the condominium property shall be as follows:

9.01 Units.

A. By the Association. The responsibility of the Association shall be as follows:

i. To maintain, repair and replace all portions of a unit, except interior surfaces and surfacing materials, contributing to the support of the building, which portions shall include but not be limited to the outside walls of the building and all fixtures thereon; and boundary walls of units, floors, load-bearing columns and load-bearing walls.

ii. To maintain, repair and replace all conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services which are contained in the portions of a unit maintained by the Association, and all such facilities contained within a unit which service part or parts of the condominium other than the unit within which contained.

iii. To maintain, repair, replace, clean and sanitize the common elements.

iv. To maintain and replace all balconies and balcony railings.

v. To repair all incidental damage caused to a unit in the performance of any of the foregoing work.

vii. Notwithstanding the above, the Association will not be responsible for the maintenance and repair (but will be responsible for replacement) of sliding glass doors and windows.

B. By the Unit Owner. The responsibility of the unit owner shall be as follows:

i. To maintain, repair and replace all portions of the unit except the portions to be maintained, repaired and replaced by the Association. Such shall be done without disturbing the rights of other unit owners.

ii. Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the building and/or the exterior of the balconies assigned to the exclusive use of the unit owner and/or the exterior of the balcony railings surrounding the balcony area assigned to the exclusive use of the unit owner.

iii. To maintain the surfacing materials within the unit. All windows forming part of a perimeter wall of a Unit shall be cleaned and washed at the expense of the Unit Owner.

iv. To maintain, repair and replace all heating, air conditioning, utility and mechanical equipment, and all sewer and water lines; including all pipes, ducts, wires, cables and conduits used in connection therewith, which are for the exclusive use of the unit, whether or not located within the boundaries of the unit.

v. To maintain, repair and replace the interior appurtenances of the unit, including but not limited to the floor coverings, wall coverings, window shades and screens, draperies, furniture, furnishings, light fixtures, and all appliances and private elements located therein.

vi. To promptly report in writing to the Association any defect or need for repairs, the responsibility for the remedying of which is that of the Association.

vii. To be responsible for the cost of all incidental damage caused to the common elements in the performance of the foregoing work.

viii. Notwithstanding the above, the Unit Owner shall be responsible for the maintenance and repair (but not the replacement) of sliding glass doors and windows.

C. Alteration and Improvement. Neither a Unit Owner or the Association shall make any alterations in the portions of a unit or building which are not to be maintained by the Association, or remove any portion thereof, or make any additions thereto, or do any work which would jeopardize the safety or soundness of the building, or impair any easement, without first obtaining approval in writing of the owners of all other units in the

building concerned and the approval of the Board of Directors of the Association.

9.02 Common Elements.

A. By the Association. The maintenance and operation of the common elements shall be the responsibility and the expense of the Association. Notwithstanding the above, the Association shall not be responsible for the maintenance and repair (but is responsible for replacement) of sliding glass doors and windows.

B. Alteration of Project. Construction of any additional building or structural alterations or additions to any structure, different in any material respect from the original plats and plans, and different from the maintenance, repair or reconstruction after casualty of any common element, shall be undertaken by the Association only pursuant to an amendment to this Declaration, duly executed by or pursuant to the vote of not less than seventy-five percent (75%) of the Unit Owners and accompanied by the written consent of the record owners of liens affected thereby, and in accordance with completed plans and specifications therefor first approved in writing by the Board; and promptly upon completion of such additional building or structural alteration or addition to any structure, the Association shall duly record or file of record in the office of the Judge of Probate of Baldwin County, Alabama, such amendment together with a complete set of the plans of the condominium, as so altered, certified "as built" by a licensed or registered engineer or architect.

**THE UNDERSIGNED**, hereby certifies that she is the duly elected and qualified Secretary and the custodian of the books and records and seal of Gulf House Association, Inc., an Alabama Nonprofit Corporation, duly formed pursuant to the Laws of the State of Alabama and that the foregoing is a true record of an Amendment duly adopted by at least two-thirds ( $\frac{2}{3}$ ) of the votes of the Association at a Special Meeting of the Members and that said meeting was held in accordance with state law and the Amended Declaration of the above named Corporation and that said Amendment is now in full force and effect without modification or rescission.

**IN WITNESS WHEREOF**, I have executed my name as Secretary of Gulf House Association, Inc. on this the 8<sup>th</sup> day of October, 2015.

A True Record.

GULF HOUSE ASSOCIATION, INC.  
An Alabama Nonprofit Corporation

Jeff Donaldson, SECRETARY

Attest:

Jim O. Still  
JIM O. STILL, PRESIDENT

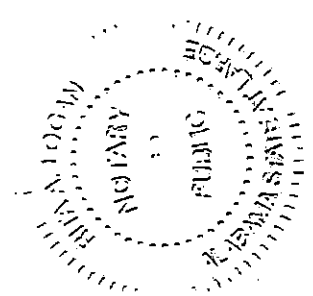
STATE OF Alabama )  
COUNTY OF Baldwin )

I, a Notary Public, in and for said County in said State, hereby certify that Jeff Donaldson whose name as Secretary, respectively, of Gulf House Association, Inc., an Alabama Nonprofit Corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that being informed of the contents of said document, she, as such officer and with full authority, has executed the same voluntarily for and as the act of the Corporation on the day the same bears date.

Sworn to and subscribed to before me on the 8<sup>th</sup> day of October, 2015.

Rita A. Hogan  
Notary Public

My Commission Expires: 2/26/2017



STATE OF Alabama )  
COUNTY OF Baldwin )

I, a Notary Public, in and for said County in said State, hereby certify that Jim O. Still, whose name as President, respectively, of Gulf House Association, Inc., an Alabama Nonprofit Corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that being informed of the contents of said document, he, as such officer and with full authority, has executed the same voluntarily for and as the act of the Corporation on the day the same bears date.

Sworn to and subscribed to before me on the 8<sup>th</sup> day of October, 2015.

Rita A. Morgan  
Notary Public

My Commission Expires: 2/26/2017

*This Instrument Prepared By:*  
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