

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM
OF
VISTA BELLA CONDOMINIUMS, A CONDOMINIUM

WHEREAS, the Declaration of Condominium of Vista Bella Condominiums, a Condominium, was recorded on, or about, May 21, 2007, as Instrument Number 1051344 in the records in the Office of the Judge of Probate Court of Baldwin County, Alabama, and,

WHEREAS, the owners of the units of Vista Bella Condominiums do wish to amend and revise the Declaration of Condominium of Vista Bella Condominiums, a Condominium, according to Article XIX of the Declaration of Condominium, and,

WHEREAS, a majority of the Board of Directors having adopted and approved the proposed revision given below prior to said vote of the owners of units, and,

WHEREAS, said proposed revision was approved by the affirmative vote of the owners of units to which, at least, two-thirds (2/3) of the votes in the Association are allocated.

THEREFORE, the Declaration of Condominium of Vista Bella Condominiums, a Condominium, shall be amended as follows:

Article VII, Subparagraph 7.06 is hereby amended to read as follows:

7.06. **Leases.** Entire Units may be leased by the Unit Owners, provided, however; (1) that such lease and the rights of any tenant thereunder is hereby made expressly subject to the power of the Association to prescribe reasonable Rules and Regulations relating to the lease and rental of Units and to enforce the same directly against such tenant or other occupant by the exercise of such remedies as the Board deems appropriate, including eviction; and (2) that such lease or rental agreement shall be in writing. No individual rooms may be rented. No lease shall be entered into for a period of less than one hundred and eighty (180) consecutive days. This restriction shall be a covenant running with each Unit, creating a burden on each single Unit and Unit Owner for the benefit of every other Unit and Unit Owner.

Each Unit Owner who has or who shall hereafter lease his or her Unit hereby irrevocably empowers and authorizes the Association or the managing agent of the Association to enforce the Rules and Regulations of the Condominium Association and to terminate the lease of and evict any tenant who fails to comply with said Rules and Regulations or who provides other sufficient cause for termination of the lease and eviction in accordance with the Laws of the State of Alabama, this Declaration, the By-Laws, Rules and Regulations of the Association or any contract for lease. The Association, the Board of Directors or its managing agent shall not become liable to any Unit Owner or sublessor or other party for any loss of rents or other damages resulting from the reasonable exercise of the provisions of this paragraph.

The provisions of this Article shall not be applicable to Declarant who is hereby irrevocably. empowered without any limitation at all times, whether for permanent or temporary occupancy to sell, lease or rent Units for any period and under any terms to any lessees or

purchasers or transferees with the right to take any action necessary to consummate the sale or rental of said Units, including, but not limited to, the right to maintain model Units post signs, have employees in the offices maintained in the Condominium Buildings, use the Common Elements and show Units to prospective purchasers. Sale office signs and all items pertaining to sale shall not be considered Common Elements and shall remain the property of declarant.

WHEREAS, the Rules and Regulations of the Association have been amended to reflect the change to **Article VII, Subparagraph 7.06, Leases** set forth herein. (See, Exhibit A).

IN WITNESS WHEREOF, Vista Bella Condominium Owners Association, Inc., an Alabama Non-Profit Corporation, has caused this Amendment to be executed on its behalf and its corporate seal to be affixed hereby by its officers thereunto duly authorized this the day of December, 2020.

Vista Bella Condominium Owners Association, Inc.

By: _____
Douglas Clink, Its Secretary

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Douglas Clink, whose name as **Secretary of Vista Bella Condominium Owners Association, Inc.**, an Alabama Non-Profit Corporation, is signed to the foregoing Amendment to the Declaration of Condominium of Vista Bella Condominiums, a Condominium, and who is known to me, acknowledged before me on this date that, being informed of the contents of said Amendment, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation on the date the same bears date.

Given under my hand and seal on this the _____ day of December, 2020.

Notary Public

My Commission Expires:

ATTEST:

By: _____
Bob Singh, Its President

STATE OF _____)
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said State and County, hereby certify that **Bob Singh**, whose name as **President of Vista Bella Condominium Owners Association, Inc.**, an Alabama Non-Profit Corporation, is signed to the foregoing Amendment to the Declaration of Condominium of Vista Bella Condominiums, a Condominium and who is known to me, acknowledged before me on this date that, being informed of the contents of said Amendment, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation on the date the same bears date.

Given under my hand and seal on this the _____ day of December, 2020.

Notary Public

My Commission Expires:

This Instrument Prepared By:
Daniel H. Craven, Esq.
Craven & Perry, PLLC
Attorneys at Law
Post Office Drawer 4489
Gulf Shores, AL 36547
Voice: 251-968-8170
Fax: 251-968-4837
E-mail: danielhcraven@gmail.com

EXHIBIT A TO THE
AMENDMENT TO THE DECLARATION OF CONDOMINIUM
OF VISTA BELLA CONDOMINIUMS, A CONDOMINIUM

LEASING RULES AND REGULATIONS

72. A lease of a Unit must be in writing and be provided to the Association at least forty-eight (48) hours prior to occupancy.

The lease must state:

1. the duration of the lease, which must be one hundred and eighty (180) days or longer.
2. that the lessee has been provided and has read the Rules and Regulations of Vista Bella Condominiums.
3. that the Association may fine or evict the lessee for violations of the Rules and Regulations, state, and local laws; and
4. that the lessee must carry a HO4 "Lessee", renter insurance policy with minimum liability coverage of \$500,000 per occurrence.

At least forty-eight (48) hours prior to occupancy of a Unit which is being leased, a Unit Owner must provide to the Association:

- A. a copy of the lessee's HO4 policy or a certificate of insurance, which must meet the requirements of Item 4 above.
- B. the names of all people who will be occupying the Unit, and the phone number and email address of such lessee.
- C. a copy of the Unit Owner's HO6 insurance policy or a certificate of insurance evidencing minimum liability coverage of \$500,000 per occurrence for the Unit.
- D. the name, contact person, phone number and email of any leasing agency or property management company used by the Unit Owner; and
- E. a copy of the unit's business license from the City of Orange Beach for Rentals of greater than 180 consecutive days.

Additionally, the Unit Owner assumes any and all responsibility for damages of the Association's property by the lessee, or its contractors, agents, or guests, and if the lessee (or its contractors, agents, or guests) causes an increase in the cost of Association's insurance premiums or expenses, the fine to the lessor will be five times the first year's increase.

The fine for the violation of R&R #72 by the Unit Owner will be \$100 a day until the violation is corrected increasing to \$250 a day after 30 days.