

**AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF
WHITE CAPS CONDOMINIUM ASSOCIATION, INC.**

WHEREAS, White Caps Condominium desires to provide the Association and its Board of Directors with effective remedies to collect delinquent monies due the Association in the event of default in payment of assessments by Unit Owners.

NOW, THEREFORE, that in accordance with Article XIII. Amendments., of the Association's Declaration of Condominium, the Association's General Membership amends Section 6.07, entitled Default In Payment Of Assessments., of the Association's Declaration of Condominium, by deleting the existing Section 6.07 in its entirety and replacing said Section to read as follows:

6.07 Default In Payment Of Assessments.

- (A) *The payment of any assessment or installment thereof due the Association shall be in default if such Assessment or any installment thereof is not paid to the Association on or before the due date for such payment. When in default, the delinquent assessment or delinquent installment due the Association shall bear interest at the rate established by the Board of Directors not to exceed a the maximum interest rate per annum allowed by law, until such delinquent assessment or installment and all interest due thereon has been paid in full, The Association shall have a lien against Units for delinquent assessments against the Owner of each Unit, and such lien shall also secure interest, if any, which may be due on the amount of any delinquent assessment owing the Association Said lien shall also secure all costs and expenses, including interest and late penalties and reasonable attorneys' fees and court costs incurred by the Association in collecting delinquent assessments and enforcing the same upon said Unit and its appurtenant undivided interest in the common Elements or Limited Common Elements.*
- (B) *The lien granted to the Association may be foreclosed in the same manner as real estate mortgages in the State of Alabama. In any suit for the foreclosure of a lien for assessments, the Association shall be entitled to rent from the Owner from the date on which the payment of any Assessment or installment thereof become delinquent and shall be entitled to the appointment of a receiver of said Unit, without notice to the Owner. The rent to be paid shall be equal to the rent charged on comparable type of dwelling Units in the area in which the*

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Condominium is located. The lien granted to the Association shall further secure such advances for taxes and other payments which may be required to be advanced or paid by the Association in order to preserve and protect its lien, and the Association shall further be entitled to interest at a rate set by the Board but in no case shall said interest exceed the maximum legal rate on any such advances made for such purposes. All persons, firms or corporations or other entities who shall acquire, by whatever means, any interest in the ownership of any Unit, or who may be given or acquire a mortgage, lien or other encumbrance thereon, are hereby placed on notice of the lien granted to the Association. A lien for Common Expenses or Limited Common Expenses shall not be affected by any sale or transfer of a Unit, except as herein provided. A sale or transfer pursuant to a foreclosure of a first mortgage or first vendor's lien shall extinguish a subordinate lien for Assessments which became payable prior to such sale or transfer; provided, however, a sale or transfer pursuant to a foreclosure of a first mortgage or first vendor's lien shall not extinguish the lien of the Association to the extent of the Common Expense Assessments and Limited Common Expense Assessments based on the periodic budget adopted by the Association pursuant to the Act that would have become due in the absence of acceleration during the six (6) months immediately preceding the institution of an Action to enforce the lien. However, any such delinquent Assessments which were extinguished pursuant to the foregoing provision may be reallocated and assessed to all of the Units as a Common Expense. Any such sale or transfer pursuant to foreclosure does not relieve the purchaser or transferee of a Unit from liability for, or the Unit from the lien of, any Assessments made thereafter.

- (C) Since the debt is subject to an automatic lien, it is due absolutely and without contingency and is therefore subject to set-off on behalf of the Association and, therefore, the Board of Directors, in its sole discretion, and, if it believes it is necessary to obtain satisfaction of the unit owner's debt, may attach any and all rental, lease and any other use of premises payments which are derived from the occupancy of the delinquent unit owner's unit by individuals or entities other than the unit owner. The Board must serve notice on the unit owner at least five (5) days before the Board can attach said rental, lease or any other use of premises payments and make demand for said monies and direct payments to be made to the Association.

- (D) *The lien herein granted to the Association shall be effective from and after the time of recording of this Declaration in the Office of the Judge of Probate of Baldwin County, Alabama, and no further recordation of any claim of lien for assessment under this Section is required. Such lien shall include only assessments which are due and payable when the action to enforce the lien is commenced plus late penalties and penalties imposed by the Association for Rules and Regulations violations, interest, costs, reasonable attorneys' fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided.*

The undersigned hereby certifies that he is the duly elected and qualified Secretary and the custodian of the books and records and seal of White Caps Condominium Association, Inc., an Alabama Non-Profit 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 at the Annual Meeting of the General Membership and that said meeting was held in accordance with state law and the By-Laws of the above named Corporation on the 4th day of November, 2006 and that said Amendment is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as President of White Caps Condominium Association, Inc. on this the 4th day of November, 2006.

A True Record



C. Hill Bentley, President
White Caps Condominium
Association, Inc.

Attest



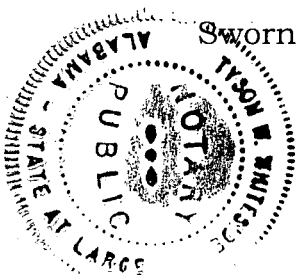
Ric Lewallen, Secretary
White Caps Condominium
Association, Inc.

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, a Notary Public, in and for said County in said State, hereby certify that C. Hill Bentley and Ric Lewallen, whose names as President and Secretary, respectively, of White Caps Condominium Association, Inc., and Alabama Non-Profit Corporation, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that being informed of the contents of said document, they as such officers and with full authority, have 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 November 4th, 2006.



Tyson E. Whitledge
Notary Public

My Commission Expires: 7/28/09

State of Alabama, Baldwin County
I certify this instrument was filed
and taxes collected on:

2006 November -30 12:10PM

Instrument Number 1017079 Pages 4
Recording 12.00 Mortgage
Deed Min Tax
Index DP 5.00
Archive 5.00
Adrian T. Johns, Judge of Probate