


STATE OF ALABAMA )  
COUNTY OF BALDWIN )

BALDWIN COUNTY, ALABAMA  
TIM RUSSELL PROBATE JUDGE  
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**AMENDMENT TO THE DECLARATION OF CONDOMINIUM**  
**OF**  
**ROYAL PALMS, A CONDOMINIUM**

**WHEREAS**, Royal Palms, A Condominium, was created by that certain Declaration of Condominium of Royal Palms, A Condominium, as recorded on December 10, 1999, at Instrument No. 523758, (hereinafter may be referred to as the “Declaration of Condominium”), amended by Instrument No. 547501, recorded on May 26, 2000, and as further amended thereafter at various times, as shown in the records in the Office of the Judge of Probate of Baldwin County, Alabama; and,

**WHEREAS**, the owners of units at Royal Palms, A Condominium, do desire to amend and revise the Declaration of Condominium of Royal Palms, A Condominium, according to Article XIII, of said Declaration, and the Alabama Uniform Condominium Act of 1991; and,

**WHEREAS**, notice of the subject matter of this proposed revision was included in a notice of a Annual Meeting given to all unit owners held on the 12<sup>th</sup> day of November, 2016; and,

**WHEREAS**, said proposed revisions were approved by, at least, two-thirds (2/3) of the affirmative votes of the unit owners according to their proportional ownership.

**NOW, THEREFORE**, the Declaration of Royal Palms, A Condominium, shall be amended as follows:

Article XII, Subparagraph 12.07 is hereby amended in its entirety to read as follows:

*12.07. Leasing. Units may be leased and/or licensed by the Unit Owners, provided, however, that:*

- i. All leases, licensing or rental agreements shall be in writing.*
- ii. The lease, license or rental agreement and the rights of any tenant or*

*licensee thereunder is hereby made expressly subject to the power of the Association to prescribe reasonable Rules and Regulations relating to the leasing, licensing and rental of Units and to enforce the same directly against such tenant, licensee or other occupant by the exercise of such remedies as the Board deems appropriate, including eviction and/or ejection.*

*iii. Each Unit Owner who has or who shall hereafter lease or license 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 and/or eject any tenant and to terminate the license of and eject any licensee who fails to comply with said Rules and Regulations or who provides other sufficient cause for ejection and/or termination of the lease or license and eviction in accordance with the Laws of the State of Alabama, this Declaration, the By-Laws, Rules and Regulations of the Association, Municipal Ordinances of the City of Orange Beach, AL, or any contract for lease or license. The Association, the Board of Directors or its managing agent shall not become liable to any Unit Owner or sub-lessor or other party for any loss of rents or other damages resulting from the reasonable exercise of the provisions of this paragraph.*

*iv. Entire Units may be leased or licensed by the Unit Owners; provided, however, that such lease or license is for a minimum lease term of at least three (3) consecutive days and duration and; provided, however, that such lease or license and the rights of the any tenant or licensee thereunder are hereby made expressly subject to the power of the Association to prescribe reasonable rules and regulations relating to the lease and rental and/or licensing of Units and to enforce the same directly against such tenant, licensee or other occupant by the exercise of such remedies as the Board deems appropriate, including eviction and/or ejection. No individual rooms may be rented or licensed. The sub-leasing of units is expressly forbidden under any circumstances.*

*v. No unit shall be rented or licensed to anyone under the age of twenty-five (25) unless the renter or licensee is married and the married couple will be occupying the unit during the rental or licensing period.*

Article XII, Subparagraph 12.11 is hereby added as follows:

*12.11. Sex Offenders. Unit Owners shall not allow convicted sex offenders to rent, occupy, visit or use an Owner's Unit. Owners who rent their Unit through any rental agency or who allow any third person to provide access to a Unit shall instruct such persons of this restriction and require them to be bound thereby. In the event that an Owner is notified by the police, sheriff's department, any other governmental agency, the Association's property manager or by the Board of Directors that a sex offender is occupying or otherwise using*

*an Owner's Unit, such owner shall, at Owner's expense, cause such person to be evicted from the Owner's Unit. In the event that the Owner fails to do so, the Association may undertake any and all necessary legal action to cause the removal of such convicted sex offender from the Owner's Unit and the Owner shall reimburse the Association of all attorneys fees, costs and related expenses of the legal proceedings.*

**THE UNDERSIGNED**, hereby certifies that he/she is the duly elected and qualified Secretary and the custodian of the books and records and seal of Royal Palms Condominium Owners 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 (2/3) of the affirmative votes of the Association at the Annual Meeting of the members and that said meeting was held in accordance with state law and the 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 Royal Palms Condominium Owners Association, Inc. on this the 15<sup>th</sup> day of December, 2016.

A True Record.

ROYAL PALMS CONDOMINIUM  
OWNERS ASSOCIATION, INC.  
An Alabama Nonprofit Corporation

  
\_\_\_\_\_  
GLYNN HUGHES, SECRETARY

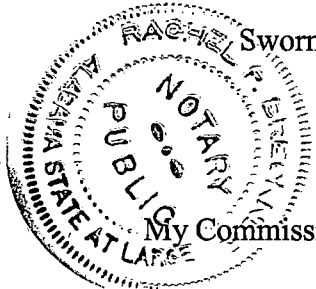
Attest:

  
\_\_\_\_\_  
EARNEST FARROW, PRESIDENT

STATE OF Alabama )  
COUNTY OF Baldwin )

I, a Notary Public, in and for said County in said State, hereby certify that GLYNN HUGHES, whose name as Secretary, respectively, of Royal Palms Condominium Owners 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/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 15<sup>th</sup> day of December, 2016.



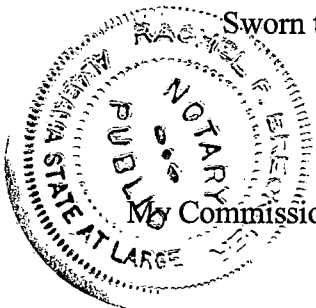
Rachel Br  
Notary Public

My Commission Expires: 10/31/18

STATE OF Alabama )  
COUNTY OF Baldwin )

I, a Notary Public, in and for said County in said State, hereby certify that EARNEST FARROW, whose name as President, respectively, of Royal Palms Condominium Owners 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/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 15<sup>th</sup> day of December, 2016.



Rachel Br  
Notary Public

My Commission Expires: 10/31/18

*This Instrument Prepared By:*  
Daniel H. Craven, P.C.  
Attorney at Law  
Post Office Drawer 4489  
Gulf Shores, AL 36547  
Voice: 251.968.8170  
Fax: 251.968.4837  
E-mail: dhclaw@gulftel.com