

STATE OF ALABAMA
BALDWIN COUNTY

AMENDMENT TO THE BY-LAWS
OF

HARBOUR PLACE CONDOMINIUM OWNERS' ASSOCIATION, INC.

State of Alabama, Baldwin County
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Adrian T. Johns, Judge of Probate

WHEREAS, this is an Amendment to the By-Laws of Harbour Place Condominium Owners' Association, Inc., a non-profit corporation ("By-Laws") filed for record on September 23, 1996, in the Office of the Judge of Probate, Baldwin County, Alabama, in Miscellaneous Book 90, pages 626, et seq.; and in accordance with Article XIV, Section 14.01 of the By-Laws a duly authorized meeting was held on October 31, 1998, at 10:30 A.M., local time, at the Adult Civic Center in Gulf Shores, Alabama, with 45 () units present, either in person or by proxy, out of a total of 65 units which represented 69.23 () percent of the total percentage of ownership in the condominium and 44 () units present, (which represented 67.69 percent of the total percentage of ownership in the condominium) voted in favor of amending the said By-Laws (i) to change the registered agent, (ii) delete certain provisions applicable to the Developer, (iii) stagger the terms of directors, (iv) allow the Property Manager to perform certain of the duties of the Treasurer, and (v) modify an owner's liability for damage to the common elements to extend to damage caused by an owner's guest, invitees, and occupants.

WITNESSETH:

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT:

the By-Laws described above and recorded in Miscellaneous Book 90, pages 626, et seq., Baldwin County, Alabama, Probate Records, are HEREBY AMENDED as follows:

(1.) ARTICLE II, Section 2.01 Principal Office. is hereby deleted in its entirety and the following is substituted therein:

2.01 Principal Office. The principal office of the Association shall be 1333 Gulf Shores Parkway, Gulf Shores, AL 36542 and its mailing address shall be Post Office Box 7301, Gulf Shores, AL 36247, or at such other place as may be designated subsequently by the Board of Directors or as the business of the Association may require. All books and records of the Association shall be kept at its principal office.

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(2.) ARTICLE II, Section 2.02 Principal Agent. is hereby deleted in its entirety and the following is substituted therein:

2.02 Principal Agent. The principal agent of the Association at such office shall be Raymond W. Lynn, or such other person as may be designated subsequently by the Board of Directors or as the business of the Association may require.

(3.) ARTICLE V, Section 5.10 Proviso. is hereby deleted in its entirety and nothing is substituted therein.

(4.) ARTICLE VI, Section 6.01 Number of Votes. is hereby deleted in its entirety and the following is substituted therein:

6.01 Number of Votes. The number of votes to which each Unit is entitled is one (1) vote, as provided for in the Declaration. The votes of a Unit shall not be divisible.

(5.) In ARTICLE VII, Section 7.02 Qualification. the terms "Except for Directors appointed by the Developer" located at the beginning of the first sentence is hereby deleted and nothing is substituted therein.

(6.) ARTICLE VII, Section 7.03 Appointment by Developer. is hereby deleted in its entirety and nothing is substituted therein.

(7.) ARTICLE VII, Section 7.05 Initial Election of Directors. is hereby deleted in its entirety and nothing is substituted therein.

(8.) ARTICLE VII, Section 7.07 Term is hereby deleted in its entirety and the following is substituted therein:

7.07 Term. The Board of Directors shall consist of five (5) Directors. The By-Laws may be amended from time to time as provided for herein to increase or decrease the number of directors of the Association to not less than three(3) nor more than five (5) directors. Each director shall hold office until such director's successor shall have been duly elected and shall have qualified or until such director's death or until such director shall have resigned or shall have been removed as provided herein. A director has to be a member of the Association. For the purpose of continuity and experience, the terms of directors shall be staggered with (i) one (1) director being elected on an annual basis at the annual meeting for a one year term and such director shall serve until the next annual meeting or until such time as the director's successor is duly qualified, or such time as he or she may be removed in the manner elsewhere provided, dies or resigns. (ii) The remaining four (4)

directors shall be elected for a two (2) year term. However, the remaining four (4) directors shall be elected on staggered terms. At the next annual meeting after the adoption of the within amendment and the recordation of said amendment in the Probate Court of Baldwin County, Alabama, four (4) directors shall be elected. The two (2) directors receiving the largest number of votes shall serve for a two (2) year term or until they resign, are removed from office as herein provided, or until the directors successor is elected and qualified. The two (2) directors receiving the lowest number of votes shall serve for a period of one year initially, or until such directors resign, are removed from office as herein provided, dies, or resigns, or until such director's successor is elected and qualified. In the event, there is a tie in the vote of the four (4) directors for the two (2) receiving the highest number of votes. The tie shall be broken by a coin toss.

Thereafter, all directors shall serve a two (2) year term, with two (2) directors, except the director elected on an annual basis as set out in (i) above, elected at the Association's annual meeting.

(9.) The last sentence of ARTICLE VII, Section 7.08 Vacancies, is hereby deleted in its entirety and nothing is substituted therein.

(10.) ARTICLE VII, Section 7.10 Compensation, is hereby deleted in its entirety and the following is substituted therein:

7.10 Compensation. A Director may not receive any compensation for any services he may render to the Association as a Director, or for actual out-of-pocket expenses incurred by him in the performance of his duties, unless the compensation or expense has been approved by the Board of Directors.

(11.) ARTICLE VII, Section 7.11 Proviso is hereby deleted in its entirety and nothing is substituted therein.

(12.) In ARTICLE IX, Section 9.01 Specific Powers, the terms "or the Developer" located at the end of the first sentence is hereby deleted and nothing is substituted therein.

(13.) In ARTICLE X, Section 10.10 Duties of the Treasurer, the following sub-section is added to the end thereof:

(7) To delegate certain duties of the Treasurer, which have been approved by the Board, to the Property Manager employed by the Association.

(14.) ARTICLE XII, Section 12.02 Maintenance and Repair. is hereby deleted in its entirety and the following is therein substituted:

12.02 Maintenance and Repair. Every owner of any unit in the Condominium shall promptly perform all maintenance and repair work, as provided in the Article, the Declaration or these By-Laws. An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common areas or facilities damaged by the negligence or fault of an owner, or owner's guest, invitees, employees, or occupants.

(15.) In ARTICLE XIV, Section 14.02 Adoption. the terms "Except in the cases where this document may be amended by Developer/Declarant under the terms hereof or the Act" located at the beginning of the first sentence is hereby deleted and nothing is substituted therein.

(16.) ARTICLE XIV, Section 14.03 Prohibited Amendments. is hereby deleted in its entirety and nothing is substituted therein.

In all other respects the Declaration of Condominium of Harbour Place, a condominium, as amended, and the By-Laws, as amended are hereby reaffirmed and ratified. In the event of conflict between this amendment and any part of the By-Laws of Harbour Place Condominium Owners' Association which relate to the above, this amendment shall be controlling.

The undersigned officers of the corporation hereby certify the above amendment was approved, as stated above.

IN WITNESS WHEREOF, HARBOUR PLACE CONDOMINIUM OWNERS ASSOCIATION, INC., an Alabama Non-Profit corporation, has caused this Amendment to the By-Laws to be executed, under seal, by its duly authorized officers, this the 12th day of April, 1999.

ATTEST:

HARBOUR PLACE CONDOMINIUM
OWNERS ASSOCIATION, INC.,
an Alabama Non-Profit corporation

By: Catherine Moore (SEAL) By: Patrick H. McCormick (SEAL)
CATHERINE MOORE PATRICK H. McCORMICK
Its Secretary Its President

STATE OF ALABAMA

BALDWIN COUNTY

I, the undersigned, CATHERINE MOORE, Secretary of the Harbour Place Condominium Owners Association, Inc., do hereby certify that the foregoing amendment to the By-Laws of said Association which are recorded in Miscellaneous Book 9, Page 626, Probate Office, Baldwin County, Alabama, was duly adopted by the Association at its regular annual meeting held on October 31, 1998, with at least 67% of the members voting for said amendment.

WITNESS my hand and seal this the 12th day of April, 1999.

Catherine Moore
Secretary