

STATE OF ALABAMA)
COUNTY OF BALDWIN)

BALDWIN COUNTY, ALABAMA
TIM RUSSELL PROBATE JUDGE
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RESTATED ARTICLES OF INCORPORATION
OF
SEA BREEZE CONDOMINIUM ASSOCIATION, INC.
(an Alabama Nonprofit Corporation)

By these amended Articles, the undersigned natural person, over the age of nineteen (19), acting as the incorporator for the purpose of forming a not for profit corporation under the *Alabama Nonprofit Corporation Act*, § 10-3A-1- et seq., Code of Alabama, 1975, and the *Alabama Uniform Condominium Act of 1991*, § 35-8A-101 et seq., Code of Alabama, 1975, (hereinafter referred to as the “*Acts*”) adopts the following Amended Articles of Incorporation:

ARTICLE I
NAME AND DEFINITIONS

The name of the corporation shall be SEA BREEZE CONDOMINIUM ASSOCIATION, INC. The corporation is herein referred to as the "Association", and the terms used herein shall have the meaning for each stated in the *Acts* and the Declaration of Condominium of Sea Breeze Condominium (the “Declaration”) as recorded in the Office of the Judge of Probate of Baldwin County, Alabama, unless the context otherwise requires.

ARTICLE II
PURPOSE

The Association is organized for the purpose or purposes of transacting any and all lawful business, including but not limited to the following:

1. To maintain, operate and manage the Sea Breeze Condominium located in Baldwin County, Alabama, and to do all things incident, necessary, convenient, expedient, ancillary, or in aid of the accomplishment of the foregoing.
2. To own, operate, lease, sell, trade, or otherwise deal with such property, real or personal, as may be necessary or convenient in the administration of the Sea Breeze Condominium.

ARTICLE III POWERS

3.1 Implied Powers. The Association shall have all of the common law and statutory powers of a not for profit corporation which are not in conflict with the purposes of the Association as set forth in these amended Articles, the Declaration and the *Acts*.

3.2 Specific Powers. In furtherance of the purposes of the Association, the Association shall have all of the powers set forth in the *Acts*, and all of the powers reasonably necessary to operate the Condominium pursuant to the Declaration, including but not limited to the following irrevocable rights, powers, and authority:

A. To enforce the covenants and restrictions contained in the Declaration, and to make, establish, and enforce reasonable Rules and Regulations governing the administration, management, and use of the Condominium Property;

B. To establish a budget for the operations of the Condominium; to designate those expenses which shall constitute the Common Expenses of the Condominium; to make, levy, and collect assessments against unit owners of the Condominium to provide the funds to pay for Common Expenses of the Condominium as provided for in the Declaration, By-Laws and the Acts; and to use and expend the proceeds of Assessments in the exercise of the powers and duties of the Association;

C. To maintain, repair, replace, and operate those portions of the Condominium Property that the Association has the duty or right to maintain, repair, replace, and operate under the Declaration and By-Laws;

D. To contract for the management of the Condominium Property and to delegate to such agent(s) all or some of the powers, duties, and responsibilities of the Association;

E. To employ personnel to perform the services required for proper operation of the Condominium;

F. To purchase and maintain all forms of insurance on the Condominium Property for the protection of the Association and its members;

- G. To reconstruct the Condominium Property after casualty or other loss;
- H. To make additional improvements on and to the Condominium Property;
- I. To retain legal counsel at the expense of the Association and to enforce by legal action the provisions of the Declaration, the By-Laws and the Rules and Regulations of the Association;
- J. To lease or license the use of common elements in a manner not inconsistent with the rights of unit owners;
- K. To pay taxes and assessments which are liens against any part of the Condominium other than individual units;
- L. To pay the cost of all power, water, sewer, trash, garbage, and other utility services rendered to the Condominium and not billed to the individual units;
- M. To adopt and amend the By-Laws and Rules and Regulations for the operation of the Condominium Association;
- N. Borrow money in accordance with the provisions of the Amended Declaration and Amended By-Laws.

ARTICLE IV ASSOCIATION FUNDS AND PROPERTY

The Association shall pay no dividend, and shall distribute no part of its income to its members, directors, or officers. Nevertheless, the Association may pay expenses incurred in performance of the Association's business to its members, directors, and officers, and it may confer benefits on its members in conformity with the Declaration and the purposes of the Association. On termination, the Association may make distributions to its members as permitted by law, and no such payment, benefit, or distribution shall be deemed to be a dividend or distribution of income. All funds and property acquired by the Association and all proceeds therefrom shall be held and used for the benefit of the members of the Association in accordance with the provisions of the Declaration, these Articles and the By-Laws, all as amended.

ARTICLE V MEMBERS

5.1 Qualification. The members of the Association shall consist of all of the unit owners of record in Sea Breeze Condominium.

5.2 Certification of Membership. This Corporation shall issue no shares of stock of any kind or nature whatsoever.

5.3 Change in Membership. Change of membership in the Association shall be established by the recording in the public records of Baldwin County, Alabama, of a deed or other instrument establishing a record title to a Condominium unit, and delivery to the Association of a certified copy of such instrument. The new unit owner designated by such instrument shall thereupon become a member of the Association, and the membership of the prior unit owner shall thereby be terminated.

5.4 Transfer of Membership. The membership of a member in the Association cannot be assigned, hypothecated, or transferred in any manner, except as an appurtenance to such member's unit.

5.5 Meetings. The By-Laws, subject to any proviso therein, shall provide for an annual meeting of members and may provide for regular and special meetings other than the annual meeting.

5.6 Voting. The owner of each unit shall be entitled to one vote as specified in the Declaration and By-Laws for that unit. The manner of exercising voting rights shall be determined by the By-Laws.

ARTICLE VI DIRECTORS

6.1 Number. The property, business, and affairs of the Association shall be managed by a Board of Directors which shall consist of not less than Three (3) Directors or more than Nine (9) Directors as shall, from time to time, be determined and fixed by a vote of the majority present in person or by proxy at any meeting of the members at which a quorum exists. Each director shall be a person entitled to cast a vote in the Association.

6.2 Election. Directors may be designated or elected and removed, and vacancies on the Board of Directors shall be filled as provided for in the By-Laws.

6.3 Authority. All of the duties and powers of the Association existing under the Acts, the Declaration, these amended Articles and the By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to approval by the unit owners when such approval is specifically required by the Acts, the Declaration, these amended Articles or the By-Laws.

6.4 Directors. The names of the Directors, who shall hold office until the election or appointment of their successors, are as follows:

- Kathie Harris
- Gary Lindsey
- Jordan Ellis
- Karen Warren
- Modie McNeal
- Gary Minton
- John Wyzard
- Margaret Walley

**ARTICLE VII
OFFICERS**

The affairs of the Association shall be administered by the officers designated in accordance with the By-Laws. The names and addresses of the officers who shall serve until the election or appointment of their successors in accordance with the By-Laws are as follows:

<u>NAME</u>	<u>OFFICE</u>
Gary Lindsey	President
Jordan Ellis	Vice President
Margaret Walley	Secretary
Karen Warren	Treasurer

**ARTICLE VIII
INDEMNIFICATION**

Every director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, or any settlement thereof, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

**ARTICLE IX
DURATION**

The duration of the Association shall be perpetual unless terminated by agreement of the Unit Owners of units to which eighty percent (80%) of the votes in the Association are allocated.

**ARTICLE X
REGISTERED OFFICE AND AGENT**

The registered office of the Association is 148 East 15th Avenue, Gulf Shores, Alabama 36542 , and the mailing address is Post Office Box 3385, Gulf Shores, AL 36547 and the name of the registered agent at that address is Dorothy Spears.

**ARTICLE XI
INCORPORATOR**


The name and address of the Incorporator of the Association is: Gary Lindsey.

**ARTICLE XII
DISSOLUTION**

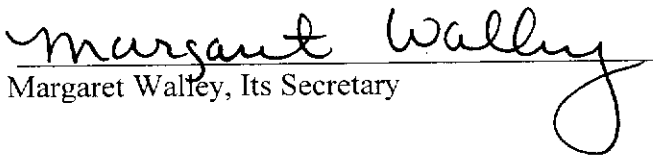
The Association shall be dissolved upon the termination of the Condominium in the manner provided for in Article IX above and Article XII of the Declaration. Upon dissolution of the Association, the assets of the Association, if any, and all money received by the Association from operations, after payment in full of all debts and obligations of the Association of whatsoever kind and nature, shall be used and distributed solely and exclusively in the manner provided for in the Acts.

IN WITNESS WHEREOF, the Incorporator has hereto affixed his signature this 3rd
day of May, 2012.

SEA BREEZE CONDOMINIUM
ASSOCIATION, INC.


BY: Gary Lindsey, Its President/Incorporator

ATTESTED:

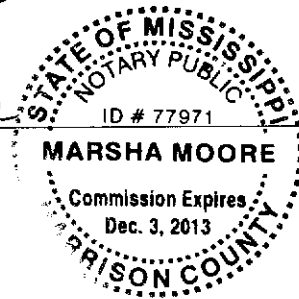

BY: Margaret Walley, Its Secretary

STATE OF Mississippi)
COUNTY OF Harrison)

I, a Notary Public, in and for said County in said State, hereby certify that Gary Lindsey, whose name as President, respectively, of Sea Breeze Condominium Association, Inc., 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 instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said non-profit corporation on the day the same bears date.

Given under my hand and seal on this the 3rd day of May, 2012.

Marsha Moore
Notary Public



My Commission Expires: December 3, 2013

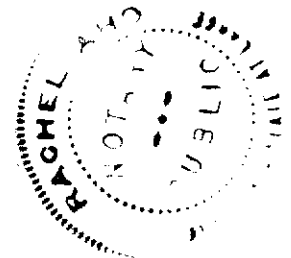
STATE OF Alabama)
COUNTY OF Baldwin)

I, a Notary Public, in and for said County in said State, hereby certify that Margaret Walley, whose name as Secretary, respectively, of Sea Breeze Condominium Association, Inc., 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 instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said non-profit corporation on the day the same bears date.

Given under my hand and seal on this the 30th day of April, 2012.

Rachel Awo
Notary Public

My Commission Expires: 2/22/14



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