

STATE OF ALABAMA)

COUNTY OF BALDWIN)

BALDWIN COUNTY, ALABAMA
TIM RUSSELL PROBATE JUDGE
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TOTAL \$ 24.00
6 Pages

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AMENDMENT TO THE DECLARATION OF CONDOMINIUM

FOR

THE INDIES, A CONDOMINIUM

WHEREAS, the Declaration of Condominium for The Indies, a Condominium, was recorded in the records in the Office of the Judge of Probate of Baldwin County, Alabama as Instrument No. 917757 on August 24, 2005; and,

WHEREAS, a dispute arose between certain owners and the Association regarding the underground parking spaces at The Indies, A Condominium, in 2013; and,

WHEREAS, The Indies Condominium Association, Inc. did file a complaint for declaratory judgment in the Circuit Court of Baldwin County, Alabama on June 10, 2013 with a Case Number of 05-CV-2013-900792; and,

WHEREAS, a Settlement Agreement was entered into between all parties; and,

WHEREAS, as a result of the settlement, an Amendment to the Declaration of Condominium for The Indies, A Condominium, ordered by the Circuit Court of Baldwin County, Alabama, was filed in the records in the Office of the Judge of Probate of Baldwin County, Alabama, on July 21, 2014 as Instrument No. 1467807; and,

WHEREAS, in said Settlement Agreement and Release which is attached to said Amendment to the Declaration as Exhibit A, under Agreement, Article IV, the second paragraph states that *“Current lessees have the right to park golf carts in existing leased spaces through December 31, 2014, but thereafter will not be allowed to do so without additional amendments to the condominium documents.”*; and,

WHEREAS, certain owners who lease spaces in the underground parking garage have petitioned the Board of Directors of The Indies Condominium Association, Inc. to put to a vote of the owners at The Indies, A Condominium, to allow for owners that lease parking spaces in the

underground parking garage to store, maintain and utilize a golf cart in each of said leased spaces; and,

WHEREAS, the Board of Directors of The Indies Condominium Association, Inc. have approved calling a Special Meeting to let the owners vote as to whether an Amendment to the Declaration of Condominium should be approved which will provide that owners that lease parking spaces in the underground parking garage at The Indies, A Condominium, are allowed to store, maintain and utilize a golf cart in each of said leased spaces; and,

WHEREAS, notice of the subject matter of this proposed revision was included in a notice of a Special Meeting given to all unit owners which was held on the 21st day of February, 2015; and,

WHEREAS, said proposed revision was approved by a two-thirds (2/3) votes of the unit owners according to their proportional ownership.

NOW, THEREFORE, the Declaration of Condominium for The Indies, A Condominium, shall be amended as follows:

(i) Parking. Parking within the Condominium property shall be limited to owners and their guests. All owners and guests shall be limited to parking in the exterior parking area unless they are permitted to park in the underground parking facility pursuant to the Settlement Agreements, attached as Exhibit A and Exhibit B to the Amendment to the Declaration of Condominium for The Indies, A Condominium, ordered by the Circuit Court of Baldwin County, Alabama which was filed in the records in the Office of the Judge of Probate of Baldwin County, Alabama on July 21, 2014 as Instrument No. 1467807. The Association reserves the right to suspend parking privileges of owner(s), guest(s) or other occupant(s) of units when an owner is more than thirty (30) days delinquent in any amount owed to the Association. Notwithstanding the language of the Settlement Agreements attached as Exhibit A and Exhibit B to the Amendment to the Declaration of Condominium for The Indies, A Condominium, ordered by the Circuit Court of Baldwin County, Alabama which was filed in the records in the Office of the Judge of Probate of Baldwin County, Alabama on July 21, 2014 as Instrument No. 1467807, owners leasing a parking space in the underground parking garage shall have the right upon the filing of this Amendment in the records in the Office of the Judge of Probate of Baldwin County, Alabama, to store, maintain and utilize a golf cart in each of said leased spaces.

Vehicles permitted under this subparagraph may be parked only in designated, lined parking spaces or other areas authorized in writing by the board. Disabled and stored vehicles are prohibited from being parking on the Condominium property. For purposes hereof, a

vehicle shall be considered "disabled" if it does not have a current license tag or is obviously inoperable. A vehicle shall be considered "stored" if it remains on the Condominium property without being driven for fourteen (14) consecutive days or longer without prior written Board permission.

Boats, trailers, jet-skis and trailers for same, panel trucks, buses, trucks with a load capacity of one (1) ton or more, vans (excluding vans used by handicapped persons, mini-vans or sport utility vehicles used as passenger vehicles and receiving a "car" or "passenger vehicle" classification by the Alabama Department of Motor Vehicles), recreational vehicles (RV's and motor homes), vehicles used primarily for commercial purposes, and vehicles with commercial writings on their exteriors other than Sheriff's, Marshall's, or police officer's vehicles marked as such, are also prohibited from being parked on the Condominium property, except in areas, if any, that may be designated by the Board as parking areas for particular types of vehicles. Notwithstanding the above, trucks, vans, commercial vehicles and vehicles with commercial writings on their exteriors shall be allowed temporarily on the Common Elements during normal business hours for the purpose of serving any Unit or the Common Elements; provided, however, no such vehicle shall remain on the Common Elements overnight or for any purpose unless prior written consent of the Board is first obtained.

If any vehicle is parked on any portion of the Condominium in violation of this Paragraph or in violation of the Association's rules and regulations, the Board or agent of the Association may place a notice on the vehicle specifying the nature of the violation and stating that after twenty-four (24) hours the vehicle may be towed or booted. The notice shall include the name and telephone number of the person or entity that will do the towing or booting and the name and telephone number of a person to contact regarding the alleged violation. If twenty-four (24) hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within six (6) months of such notice, the Board or agent of the Association may have the vehicle towed or booted in accordance with the notice, without further notice to the Owner or user of the vehicle.

If a vehicle is parked in a fire lane, is blocking another vehicle or access to another Owner's Unit or parking space, is obstructing the flow of traffic, is parked on any grassy area, is parked in a parking space which has been assigned as exclusively serving another Unit, or otherwise creates a hazardous condition, no notice shall be required and the Board or agent of the Association may have the vehicle towed immediately. If a vehicle is towed in accordance with this subparagraph, neither the Association nor any officer or agent of the Association shall be liable to any person for any claim of damage as a result of the towing activity. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow or boot.

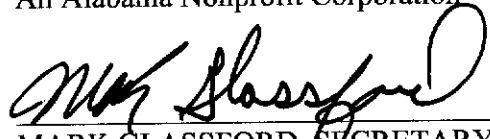
THE UNDERSIGNED, hereby certifies that she is the duly elected and qualified Secretary and the custodian of the books and records and seal of The Indies Condominium Association, Inc.,

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 votes of the Association at a Special 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 The Indies Condominium Association, Inc. on this the 17 day of May, 2015.

A True Record.

THE INDIES CONDOMINIUM
ASSOCIATION, INC.
An Alabama Nonprofit Corporation


MARK GLASSFORD, SECRETARY

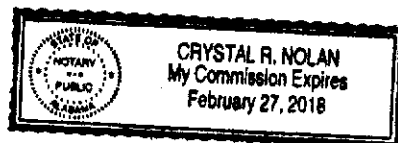
Attest:

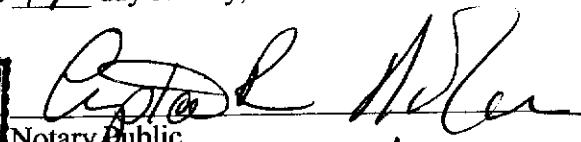
GREGORY BAER, PRESIDENT

STATE OF Alabama)
COUNTY OF Baldwin)

I, a Notary Public, in and for said County in said State, hereby certify that Mark Glassford whose name as Secretary, respectively, of The Indies Condominium 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, 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 17 day of May, 2015.




Notary Public
My Commission Expires: Feb 27, 2018

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 votes of the Association at a Special 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.

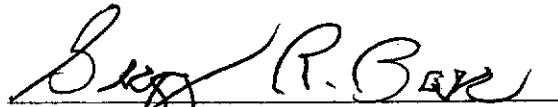
IN WITNESS WHEREOF, I have executed my name as Secretary of The Indies Condominium Association, Inc. on this the ____ day of May, 2015.

A True Record.

THE INDIES CONDOMINIUM
ASSOCIATION, INC.
An Alabama Nonprofit Corporation

MARK GLASSFORD, SECRETARY

Attest:


GREGORY BAER, PRESIDENT

STATE OF _____)
COUNTY OF _____)

I, a Notary Public, in and for said County in said State, hereby certify that  whose name as Secretary, respectively, of The Indies Condominium 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, 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.

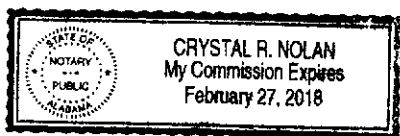
Sworn to and subscribed to before me on the ____ day of May, 2015.

Notary Public
My Commission Expires: _____

STATE OF Alabama)
COUNTY OF Baldwin)

I, a Notary Public, in and for said County in said State, hereby certify that Gregory Baer, whose name as President, respectively, of The Indies Condominium 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, 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 17 day of May, 2015.



[Signature]
Notary Public
My Commission Expires: Feb 27, 2018

This Instrument Prepared By:
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