

STATE OF ALABAMA)
)
COUNTY OF BALDWIN)

BALDWIN COUNTY, ALABAMA
PROBATE JUDGE
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6 Pages

1228115



**AMENDMENT TO THE DECLARATION
OF WINDWARD POINTE CONDOMINIUM**

WHEREAS, the Board of Directors of the Windward Pointe Condominium Association, Inc. determined, based upon expert recommendation, that substantive changes to the Declaration of Condominium were desirable to clarify the obligation to repair and maintain the sliding glass doors, windows, and exterior doors throughout the Building;

WHEREAS, the Association desires to amend Sections 1.02(s)(2), 7.01(a) and 7.02(a)(1) of the Declaration of Condominium so as to address the character of certain Elements and respective responsibility therefore, specifically the sliding glass doors, windows, and exterior doors;

WHEREAS, a meeting of the Board of Directors was called for the purpose of amending the Declaration of Condominium. At this meeting, in excess of 67% of the members of the Board of Directors voted in favor of adopting the following changes to the Declaration. Subsequently, a meeting of the Membership was called and conducted on May 17, 2008 for the purpose of ratifying the vote of the Board of Directors and to adopt the recommended amendments to the Declaration of Condominium. At this meeting, in excess of 67% of the Membership voted in favor of the amendments.

NOW, THEREFORE, the Declaration of Windward Pointe Condominium is amended as follows:

Section 1.02(s)(2) of the Declaration of Windward Pointe Condominium formerly provided as follows:

(S) **"Private Elements"**

(2) *Perimetrical boundaries of Units 101 through 1506: The perimetrical boundaries shall be the vertical planes of the exterior surfaces of the interior windows, glass doors and entry doors, and the unfinished interior surfaces of the exterior walls and party walls (excluding gypsum board, paint, wallpaper and light fixtures) extended to their planer intersection with each other and with the upper and lower boundaries which are all deemed to be part of the Private Elements.*

This provision is hereby amended and shall hereinafter state as follows:

(S) **“Private Elements”**

(2) Perimetrical boundaries of Units 101 through 1506: The perimetrical boundaries shall be the vertical planes of the interior surfaces of the windows, glass doors and entry doors, and the unfinished interior surfaces of the exterior walls and party walls (excluding gypsum board, paint, wallpaper and light fixtures) extended to their planer intersection with each other and with the upper and lower boundaries which are all deemed to be part of the Private Elements.

Section 7.01 of the Declaration of Windward Pointe Condominium formerly contained the following provision:

7.01 The Association’s Obligation to Repair. The Association acting through the Board of Directors shall be responsible for the maintenance, repair and replacement of the following, the costs of which shall be charged to all Unit Owners as a Common Expense:

(A) the Common Elements which by definition exclude the surfaces of all interior walls, floors, ceilings, entrance doors, and windows of Units 101 through 1506 (except the painting of the exterior faces of the exterior doors and windows which shall be the responsibility of the Association);

Section 7.01 of the Declaration of Windward Pointe Condominium is hereby amended and shall hereinafter state as follows:

7.01 The Association’s Obligation to Repair. The Association acting through the Board of Directors shall be responsible for the maintenance, repair and replacement of the following, the costs of which shall be charged to all Unit Owners as a Common Expense:

(A) the Common Elements which by definition exclude the surfaces of all interior walls, floors, ceilings of Units 101 through 1506;

Section 7.02 of the Declaration of Windward Pointe Condominium formerly provided as follows:

7.02 Each Owner’s Obligation to Repair.

(A) Except for those portions of the Condominium Property which the Association is required to maintain and repair, each Owner shall, at such Owner's expense, maintain the Private Elements attributable to such Owner's Unit in good tenantable condition and repair, and shall be responsible for the repair, maintenance and replacement, if necessary, of the following items in such Owner's Unit:

(1) fixtures and equipment in such Owner's Unit, including the refrigerator, stove and all other appliances within the Unit; drains, sinks, plumbing and plumbing fixtures, and connections within the Unit; electrical panels, wiring, outlets, and electrical fixtures within the Unit; interior doors, window frames, screening and glass; all exterior doors (except the painting of the exterior faces of the exterior doors and windows which shall be the responsibility of the Association); all wall coverings including paint, wallpaper and light fixtures; and all flooring including carpeting, vinyl and ceramic tile within a Unit;

Section 7.02 of the Declaration is hereby amended and shall hereinafter state as follows:

7.02 Each Owner's Obligation to Repair.

(A) Except for those portions of the Condominium Property which the Association is required to maintain and repair, each Owner shall, at such Owner's expense, maintain the Private Elements attributable to such Owner's Unit in good tenantable condition and repair, and shall be responsible for the repair, maintenance and replacement. If necessary, of the following items in such Owner's Unit:

(1) fixtures and equipment in such Owner's Unit, including the refrigerator, stove and all other appliances within the Unit; drains, sinks, plumbing and plumbing fixtures, and connections within the Unit; electrical panels, wiring, outlets, and electrical fixtures within the Unit; interior doors, window screening, all wall coverings including paint, wallpaper and light fixtures; and all flooring including carpeting, vinyl and ceramic tile within a Unit.

Done this the 5th day of ~~November, 2009.~~ ^{April, 2010.}

By: Joe Karabeg
President, Windward Pointe Condominium
Association, Inc.

April 5, 2010

By: Linda S. Baileau
Secretary, Windward Pointe Condominium
Association, Inc.

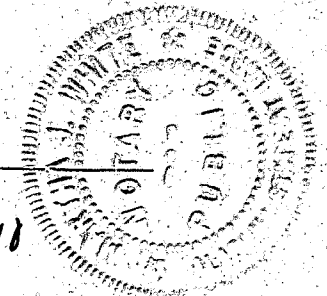
STATE OF ALABAMA)
COUNTY OF Mobile)

I, Mark J. White, a Notary Public in and for said State and County, hereby certify that Joe Eisenberg, whose name as President of Windward Pointe Condominium Association, Inc., is signed to the foregoing Amendment to Declaration of Condominium, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Amendment to Declaration of Condominium, he, as such authorized representative and with full authority, executed the same voluntarily for and as the act of said entities on the day the same bears date.

Given under my hand and official seal of office this 31st day of March,
2008.

Mark J. White
NOTARY PUBLIC

My Commission Expires: 10-27-10



STATE OF ALABAMA)
)
COUNTY OF Baldwin)

I, Kelley K. Wansley, a Notary Public in and for said State and County, hereby certify that Linda Sue Boilrau, whose name as Secretary of Windward Pointe Condominium Association, Inc., is signed to the foregoing Amendment to Declaration of Condominium, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Amendment to Declaration of Condominium, he, as such authorized representative and with full authority, executed the same voluntarily for and as the act of said entities on the day the same bears date.

Given under my hand and official seal of office this 5th day of April, ~~November~~,
²⁰¹⁰
~~2009~~.

Kelley K. Wansley
NOTARY PUBLIC
My Commission Expires 03/20/2011

