

## RESOLUTION

This Amendment to the Declaration of Condominium of Windhover, a Condominium, is made and executed in Shelby County, Alabama, this the 16 day of May, 2023 by Windhover Association, Inc., an Alabama Non-Profit Corporation (the "Association").

## RECITALS:

**WHEREAS**, the Association has heretofore executed the Declaration of Condominium of Windhover, a Condominium (the "Declaration") in instrument recorded in Real Property Book 1197, Page 689, and Amendment thereto in Real Property Book 1632, Page 93, recorded in the Probate Office of Jefferson County, Alabama. Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration; and

**WHEREAS**, the Association desires to make amendments in order to more efficiently carry out the affairs of the Association, which amendments are made consistent with Section Article XI § 2 of the Declaration;

**WHEREAS**, Article XI § 2 of the Declaration authorizes the Association to amend the Declaration with approval of two-thirds (2/3) of the membership of the Association and a majority of the Directors, which amendment shall be effective upon recording with the Probate Offices of Jefferson County and Shelby County, Alabama; and

**WHEREAS**, the Association held a special meeting on the 3rd day of May, 2023, at which a vote was taken on the following Amendments to the Declaration. At such vote, the proposed Amendments received a number of votes which meets or exceeds the percentage vote required for amendment under the Declaration Article XI § 2; and

**NOW, THEREFORE, BE IT RESOLVED THAT**, in consideration of the premises, the Association does hereby ADOPT the following amendments to its Declaration:

### **ARTICLE VI is hereby replace with the following:**

#### **INSURANCE AND CASUALTY LOSSES**

6.01. Insurance. The Board of Directors or its authorized agent shall obtain insurance for all of the improvements on the property (with the exception of improvements and betterments made by the respective owners at their expense) against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief, in an amount sufficient to cover the full cost of any repair, reconstruction or replacement in the event of damage or destruction from any such hazard, and shall also obtain a public liability policy covering all common elements and all damage or injury caused by the negligence of the Association or any of its agents which public liability policy shall have reasonable limits set by the Board of Directors. Premiums for all such insurance shall be common expenses and paid by the Association. All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association. Such insurance shall be governed by the provisions hereinafter set forth.

- (a) All policies shall be written with a company licensed to do business in the State of Alabama and holding a rating of "AAA+" or better by Best's Insurance Reports.

- (b) All policies shall be for the benefit of the Association, the unit owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses be paid jointly to the Association and to the Trustee chosen by the Association to administer such proceeds as set forth herein.
- (c) Provision shall be made for the issuance of a certificate of insurance to each unit owner and his mortgagee, if any, which shall specify that the full replacement value (i.e., 100% of current "replacement cost" exclusive of land, foundation, excavation and other items normally excluded from coverage) of the entire Condominium property shall be covered by such insurance policy or policies.
- (d) The original of all policies and endorsements thereto shall be deposited with the Trustee which shall hold them subject to the provisions of paragraph 6.03.
- (e) Exclusive authority to adjust losses under policies hereafter in force on the property shall be vested in the Board of Directors or its duly authorized agent; provided, however, that no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations related thereto.
- (f) In no event shall any recovery or payment under the insurance coverage obtained and maintained by the Board of Directors hereunder be affected or diminished by insurance purchased by individual owners or their mortgagees.
- (g) Each unit owner may obtain additional insurance for his own benefit and at his own expense; provided, however, that no unit owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Association, on behalf of all of the owners and their mortgagees, may realize under any insurance policy which the Board of Directors may have in force on the property at any particular time.
- (h) Each unit owner at his own expense may obtain on the private elements of his unit or the contents thereof title insurance, homeowner's liability insurance, theft and other insurance covering contents, improvements, betterments and personal property damage and loss.
- (i) The Board of Directors shall conduct an annual insurance review for the purpose of determining the full insurable value of the entire Condominium property including all private elements and common elements without respect to depreciation, and of all improvements on the property (with the exception of improvements and betterments made by the respective owners at their expense) by one or more qualified persons.
- (j) The Board of Directors or its duly authorized agent shall take reasonable efforts to secure insurance policies that will provide for the following: (1) a waiver of subrogation by the insurer as to any claims against the Association, the Board of Directors, its duly authorized agents, and the unit owners and their

respective servants, agents and guests; (2) a waiver of insurer's rights to re- pair or reconstruct instead of paying cash; (3) a waiver of insurer's right to cancel, invalidate or suspend the policy on account of the acts of fewer than five unit owners or the conduct of any Director, officer or employee of the Association or its duly authorized agent without a prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its agent, any owner or mortgagee; and (4) that any "other insurance" clause in the master policy exclude individual unit owners' policies from consideration.

6.02. No Partition. There shall be no judicial partition of the Condominium property or any part thereof, and Developer and every person acquiring any interest in the Condominium property or any part thereof shall acquire the same subject to this Declaration and shall be deemed to have waived any right to seek any such judicial partition until the Condominium property has been removed from the provisions of the Act as provided for in this Declaration.

6.03. Trustee.

(a) All insurance policies purchased by and in the name of the Association shall provide that proceeds covering property losses shall be paid jointly to the Association and the Trustee. Immediately upon the receipt by the Association of such proceeds, the Association shall endorse the instrument by means of which such proceeds are paid and deliver such instrument to the Trustee. The Trustee shall not be liable for payment of premiums, for the renewal or the sufficiency of the policies or for the failure to collect any insurance proceeds. Nor shall Trustee have any obligation to inspect the property to determine whether a loss has been sustained or to file any claim or claims against any insurer or any other person.

(b) Among other things, the duty of Trustee shall be to receive proceeds delivered to it and to hold such proceeds in trust for the benefit of the unit owners and their mortgagees. An undivided share of such proceeds on account of damage or destruction to the common elements shall be allocated and assigned for the unit owners in accordance with their respective percentages of undivided interest in and to the common elements. Proceeds on account of damage or destruction to private elements shall be allocated and assigned for the unit owners of the damaged or destroyed private elements in proportion to the cost of repairing or reconstructing the damage or destruction suffered by each such owner. In the event that a mortgagee endorsement has been issued as to any particular unit, the share of such unit owner shall be held in trust for such owner and his mortgagee as their interests may appear.

(c) Proceeds of insurance policies received by the Trustee shall be disbursed as follows:

(i) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment for such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs shall be paid into the capital account for the benefit of all owners and shall be considered as a contribution of capital by the owners.

(ii) If it is determined as provided for in paragraph 6.04 that the damaged or destroyed improvements for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed to such persons as therein provided.

(iii) Any and all disbursements of funds by the Trustee for any purpose whatsoever shall be made pursuant to and in accordance with a certificate of the Association signed by the President or Vice President and attested by the Secretary or Assistant Secretary directing the Trustee as to the disbursements. If the damage or destruction is to the common elements and is to be repaired or reconstructed, said certificate shall also be signed by or on behalf of the mortgagee, if any, known by the Trustee to have the largest interest in or lien upon such common elements. If the damage or destruction is to the private elements of one or more units and is to be repaired or reconstructed, said certificate shall also be signed by or on behalf of the mortgagee or mortgagees, if any, known by the Trustee to have an interest in or lien upon the private elements of such unit or units. The Trustee shall not incur liability to any owner, mortgagee or other person for any disbursements made by it pursuant to and in accordance with any such certificates or written authorizations.

6.04. Damage and Destruction.

(a) Immediately after the damage or destruction by fire or other casualty of all or any part of the Condominium property covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall notify any holder of a first mortgage covering the damaged or destroyed property and shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or construction of the damaged or destroyed property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Condominium property to substantially the same condition in which it existed prior to the fire or other casualty with the private elements of each unit and the common elements having the same vertical and horizontal boundaries as before.

(b) Any such damage or destruction shall be repaired or reconstructed unless at least two-thirds (2/3) of the total vote of the Association shall decide not to repair or reconstruct. The vote not to repair or reconstruct shall take place as soon as is practicable after the casualty occurs. No mortgagee shall have any right to participate in the determination as to whether the damage or destruction shall be repaired or reconstructed.

6.05. Repair and Reconstruction.

(a) If the damage or destruction for which the insurance proceeds are paid to the Trustee is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall levy a special assessment against all owners in sufficient amounts to provide funds to pay such excess cost of repair or reconstruction. Such assessments against unit owners for damage to units shall be in proportion to such owners' percentage ownership of

the common elements.

(b) Any and all sums paid to the Association by virtue of those special assessments provided for in paragraph (a) of this paragraph 6.05 shall be deposited by the Association with the Trustee. The proceeds from insurance and assessments, if any, received by the Trustee, when the damage or destruction is to be repaired or reconstructed, shall be disbursed as provided in paragraph 6.03.

**Article XI § 3 is hereby amended as follows:**

11.03. Termination

(b) This section removed in its entirety.

(d) Ownership after Termination. After termination of the Condominium, for whatever reason, (1) the property shall be deemed to be owned in common by those who were unit owners at the time of such termination, (2) the undivided share in the property owned in common by each such unit owner with respect to the previous common elements and with respect to the private elements shall be the undivided interest previously owned by such owner in the previous common elements, (3) any liens affecting any of the units shall be deemed to be transferred in accordance with the existing priorities to the percentage of undivided interest of the unit owner in the previous Condominium property, and (4) the previous Condominium property shall be subject to an action for partition and sale at the instance of any unit owner, in which event the net proceeds of sale shall be divided among all of the unit owners in a percentage equal to the percentage of undivided interest owned by each owner in the previous Condominium property, after first paying out the respective share of the unit owners, to the extent sufficient for the purpose, all liens on the undivided interest in the previous Condominium property owned by each unit owner. Under no circumstances shall anyone other than the owner of a unit at the time of removal of the Condominium property from the provisions of said Act be entitled to the use of any previous element of such previous unit subsequent to such removal and prior to the sale of such previous element.

**Full Force and Effect.** Except as specifically modified and amended herein, all of the terms and conditions of the Declaration, and all subsequent amendments, shall remain in full force and effect.

**(Rest of page intentionally left blank)**

IN WITNESS WHEREOF, the Windhover Association, Inc. has caused this Amendment to the Declaration of Condominium of Windhover, a Condominium, to be executed as of the day and year first above written.

WINDHOVER ASSOCIATION, INC.,  
an Alabama Non-Profit Corporation

By Tyler Paul  
President, Windhover Association, Inc.

By \_\_\_\_\_  
Board of Directors, Windhover Association, Inc.

By \_\_\_\_\_  
Board of Directors, Windhover Association, Inc.

By \_\_\_\_\_  
Board of Directors, Windhover Association, Inc.

By \_\_\_\_\_  
Board of Directors, Windhover Association, Inc.

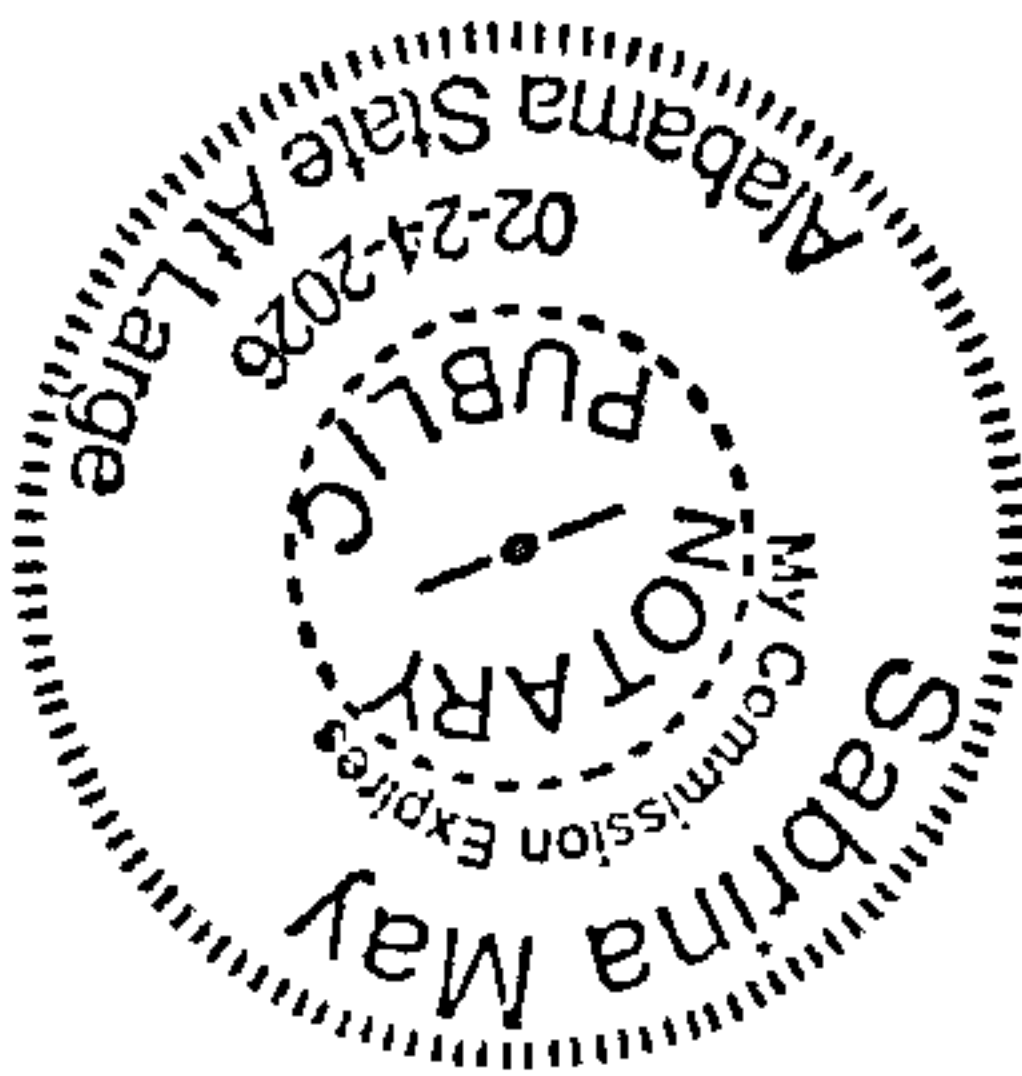
By \_\_\_\_\_  
Board of Directors, Windhover Association, Inc.

Baldwin COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Tyler Power, whose names as members of the Board of Directors of Windhover Association, Inc., an Alabama non-profit corporation, is signed to the foregoing, and who are known to me, acknowledged before me, on this day that being informed of the contents of such, they, as such officers and or directors and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 11 day of May, 2023.

Sabrina May  
Notary Public  
My Commission Expires: 2-24-26



IN WITNESS WHEREOF, the Windhover Association, Inc. has caused this Amendment to the Declaration of Condominium of Windhover, a Condominium, to be executed as of the day and year first above written.

**WINDHOVER ASSOCIATION, INC.,**  
an Alabama Non-Profit Corporation

By \_\_\_\_\_  
President, Windhoyer Association. Inc.

By Brendo N Stephens  
Board of Directors, Windhover Association. Inc.

By \_\_\_\_\_  
Board of Directors, Windhover Association. Inc.

By \_\_\_\_\_  
Board of Directors, Windhover Association. Inc.

By \_\_\_\_\_  
Board of Directors, Windhover Association. Inc.

By \_\_\_\_\_  
Board of Directors, Windhover Association. Inc.

Butler COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Brenda Stephens, whose names as members of the Board of Directors of Windhover Association, Inc., an Alabama non-profit corporation, is signed to the foregoing, and who are known to me, acknowledged before me, on this day that being informed of the contents of such, they, as such officers and or directors and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 11 day of May, 2023.

Brenda Stephens  
Notary Public  
My Commission Expires: 1-27-24



**IN WITNESS WHEREOF**, the Windhover Association, Inc. has caused this Amendment to the Declaration of Condominium of Windhover, a Condominium, to be executed as of the day and year first above written.

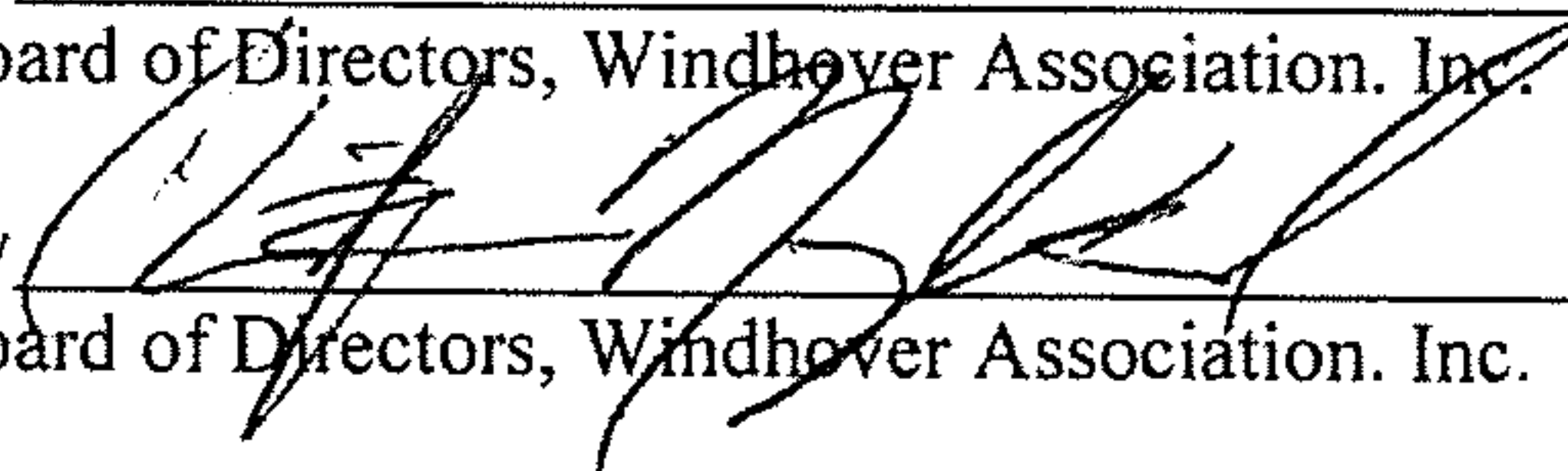
**WINDHOVER ASSOCIATION, INC.,**  
an Alabama Non-Profit Corporation

By \_\_\_\_\_  
President, Windhover Association. Inc.

By \_\_\_\_\_  
Board of Directors, Windhover Association. Inc.

By \_\_\_\_\_  
Board of Directors, Windhover Association. Inc.

By \_\_\_\_\_  
Board of Directors, Windhover Association. Inc.

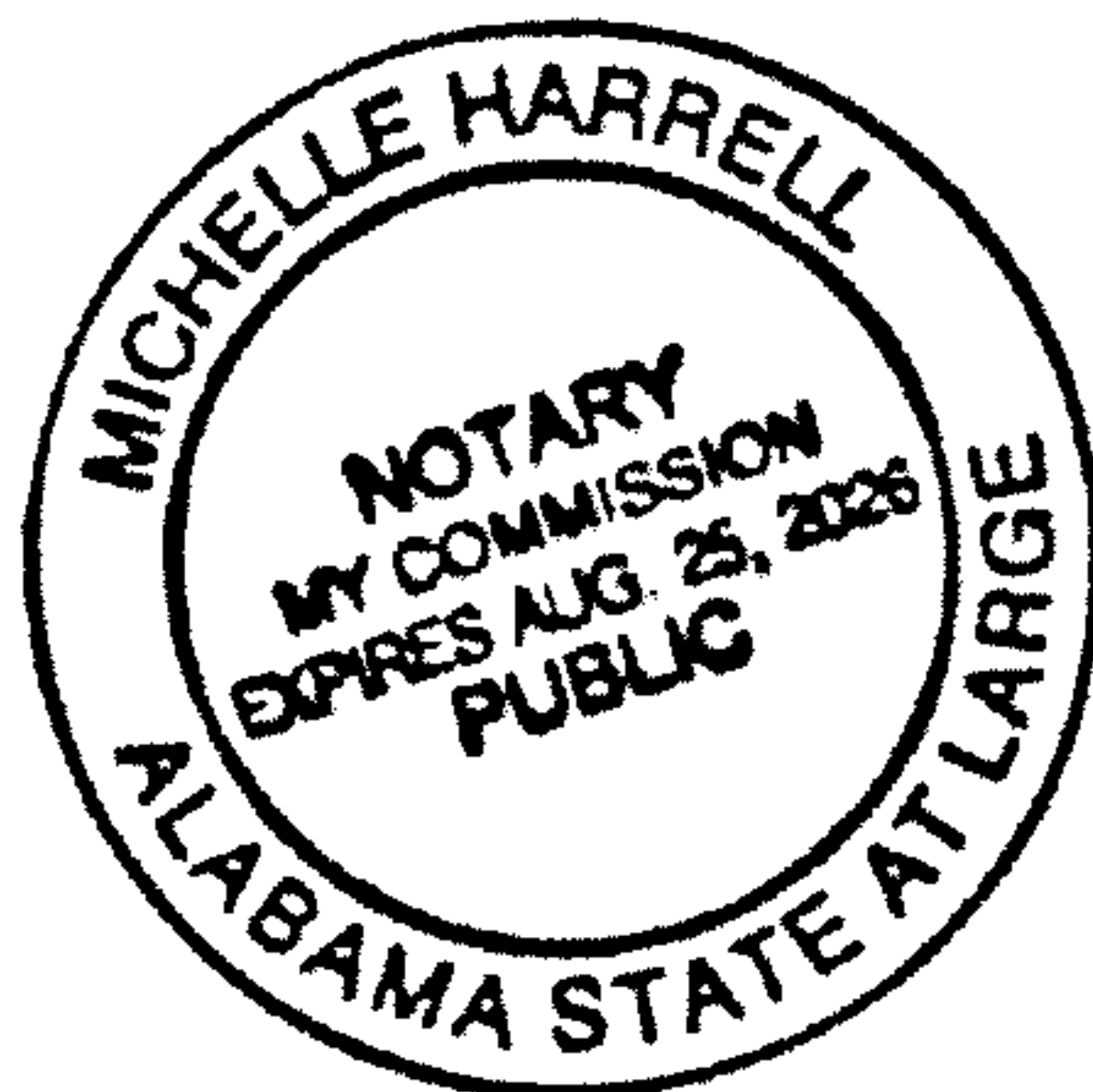
By  \_\_\_\_\_  
Board of Directors, Windhover Association. Inc.

By \_\_\_\_\_  
Board of Directors, Windhover Association. Inc.

Tuscaloosa COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Christopher Youngblood, whose names as members of the Board of Directors of Windhover Association, Inc., an Alabama non-profit corporation, is signed to the foregoing, and who are known to me, acknowledged before me, on this day that being informed of the contents of such, they, as such officers and or directors and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 12 day of May, 2023.



Michelle Harrell  
Notary Public  
My Commission Expires: 8/25/2026

Jefferson COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Martin Parish, whose names as members of the Board of Directors of Windhover Association, Inc., an Alabama non-profit corporation, is signed to the foregoing, and who are known to me, acknowledged before me, on this day that being informed of the contents of such, they, as such officers and or directors and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 15<sup>th</sup> day of May, 2023.

Amy M Davis  
Notary Public  
My Commission Expires:

AMY M. DAVIS  
Notary Public, Alabama State At Large  
My Commission Expires August 24, 2024

IN WITNESS WHEREOF, the Windhover Association, Inc. has caused this Amendment to the Declaration of Condominium of Windhover, a Condominium, to be executed as of the day and year first above written.

WINDHOVER ASSOCIATION, INC.,  
an Alabama Non-Profit Corporation

By \_\_\_\_\_  
President, Windhover Association. Inc.

By \_\_\_\_\_  
Board of Directors, Windhover Association. Inc.

By \_\_\_\_\_  
Board of Directors, Windhover Association. Inc.

By Marvin E. Parrish  
Board of Directors, Windhover Association. Inc.

By \_\_\_\_\_  
Board of Directors, Windhover Association. Inc.

By \_\_\_\_\_  
Board of Directors, Windhover Association. Inc.

IN WITNESS WHEREOF, the Windhover Association, Inc. has caused this Amendment to the Declaration of Condominium of Windhover, a Condominium, to be executed as of the day and year first above written.

**WINDHOVER ASSOCIATION, INC.,**  
an Alabama Non-Profit Corporation

By \_\_\_\_\_  
President, Windhover Association, Inc.

By \_\_\_\_\_  
Board of Directors, Windhover Association, Inc.

By May Bal \_\_\_\_\_  
Board of Directors, Windhover Association, Inc.

By \_\_\_\_\_  
Board of Directors, Windhover Association, Inc.

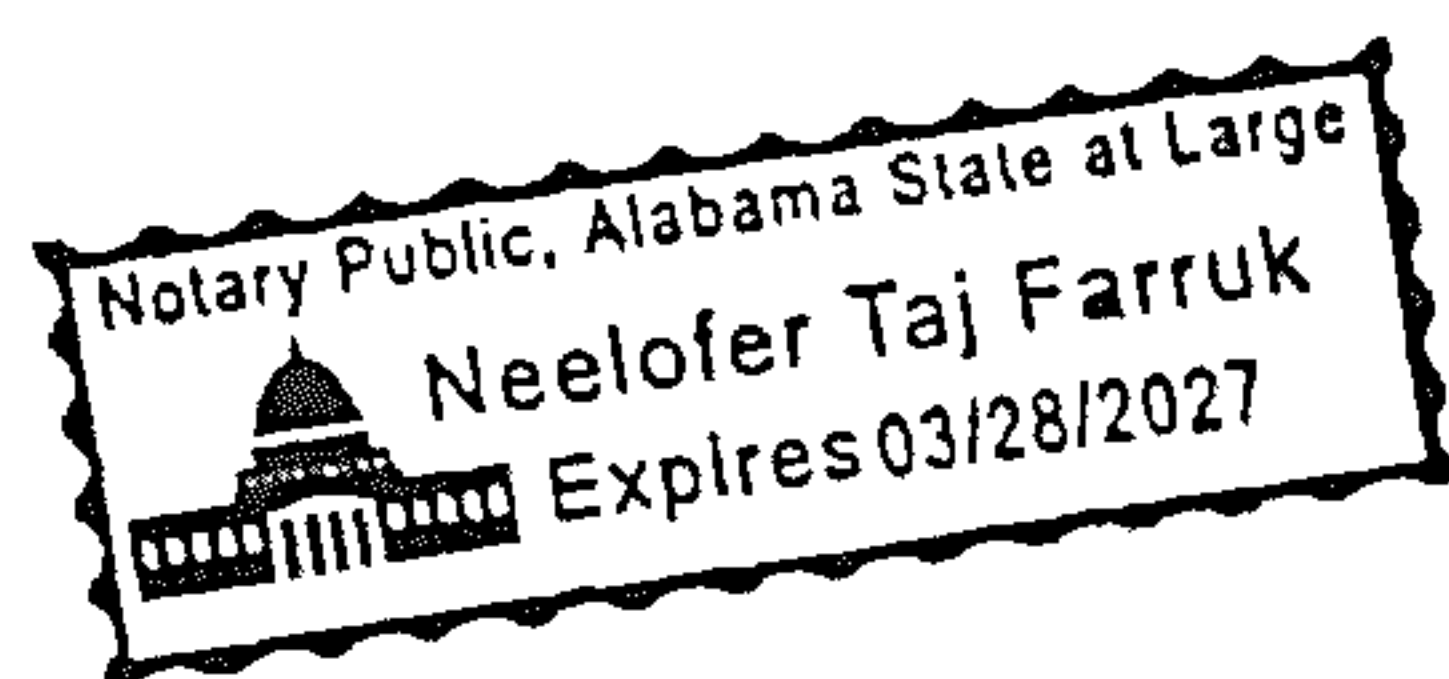
By \_\_\_\_\_  
Board of Directors, Windhover Association, Inc.

By \_\_\_\_\_  
Board of Directors, Windhover Association, Inc.

Shelby COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Morgan Baker, whose names as members of the Board of Directors of Windhover Association, Inc., an Alabama non-profit corporation, is signed to the foregoing, and who are known to me, acknowledged before me, on this day that being informed of the contents of such, they, as such officers and or directors and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 15 day of May, 2023.



Neelofer Farruk  
Notary Public  
My Commission Expires: 12/13/2027.

**IN WITNESS WHEREOF**, the Windhover Association, Inc. has caused this Amendment to the Declaration of Condominium of Windhover, a Condominium, to be executed as of the day and year first above written.

**WINDHOVER ASSOCIATION, INC.,**  
an Alabama Non-Profit Corporation

By \_\_\_\_\_  
President, Windhover Association. Inc.

By \_\_\_\_\_  
Board of Directors, Windhover Association. Inc.

By \_\_\_\_\_  
Board of Directors, Windhover Association. Inc.

By \_\_\_\_\_  
Board of Directors, Windhover Association. Inc.

By \_\_\_\_\_  
Board of Directors, Windhover Association. Inc.

By Kelli Taylor  
Board of Directors, Windhover Association. Inc.

State of Alabama  
Jefferson COUNTY )

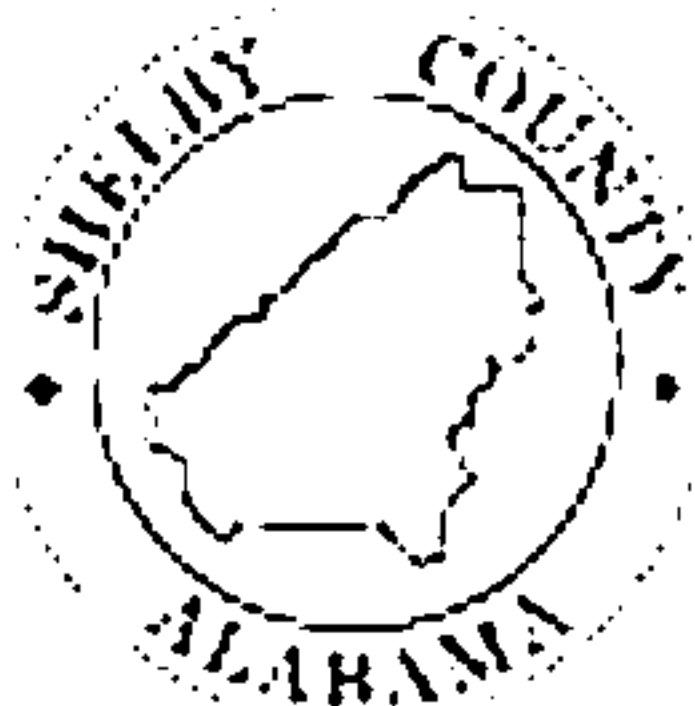
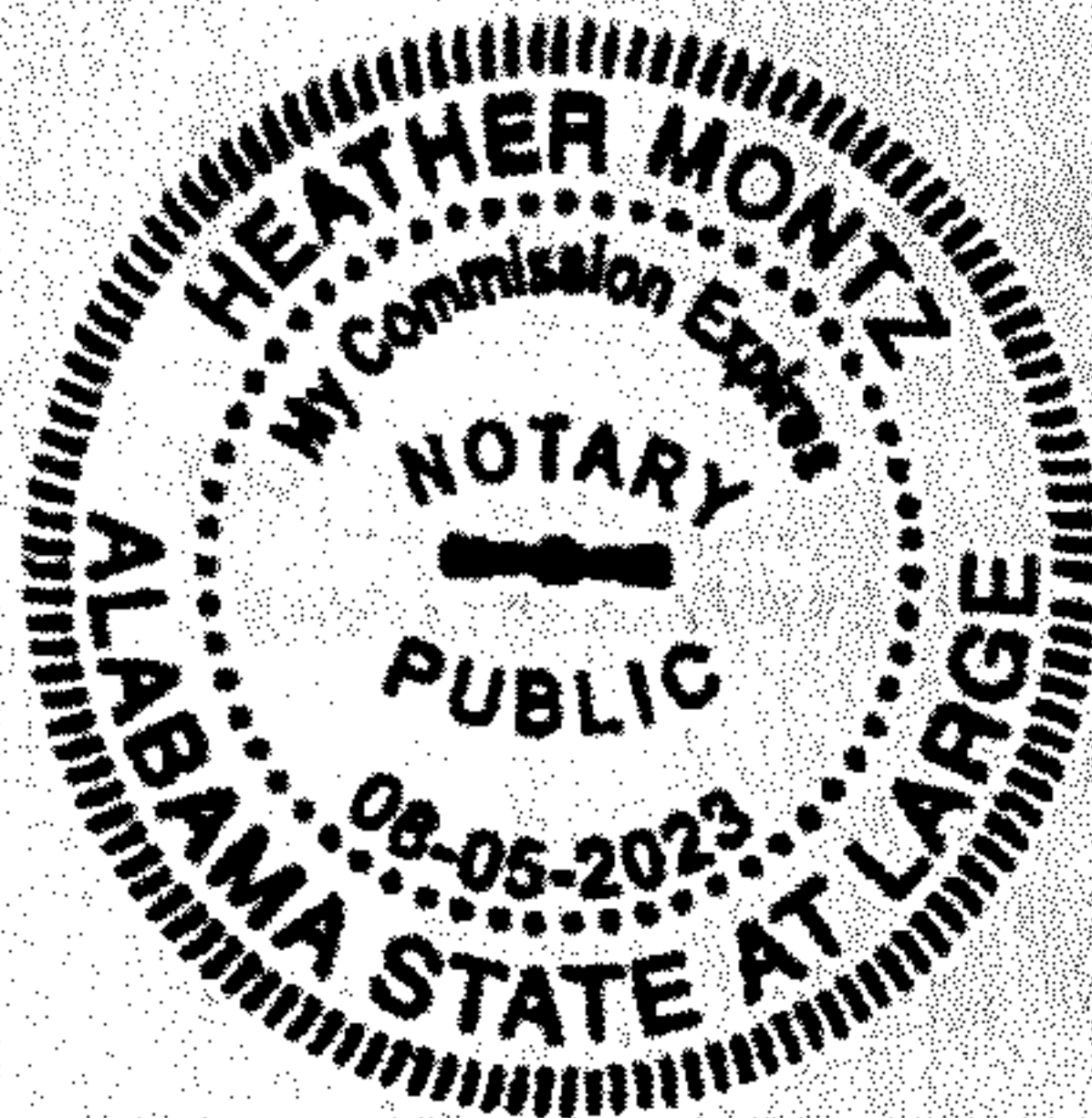
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Kelli Taylor, whose names as members of the Board of Directors of Windhover Association, Inc., an Alabama non-profit corporation, is signed to the foregoing, and who are known to me, acknowledged before me, on this day that being informed of the contents of such, they, as such officers and or directors and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 13 day of May, 2023.

Heather Montz  
 Notary Public

My Commission Expires:

08/05/2023



Filed and Recorded  
 Official Public Records  
 Judge of Probate, Shelby County Alabama, County  
 Clerk  
 Shelby County, AL  
 05/17/2023 09:13:30 AM  
 \$70.00 BRITTANI  
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Allie S. Bayl