

STATE OF ALABAMA
COUNTY OF BALDWIN

BYLAWS
OF
WINDWARD LAKES PROPERTY OWNERS ASSOCIATION, INC.

State of Alabama, Baldwin County
certify this instrument was filed
and taxes collected on:

2001 June -22 12:48PM

Instrument Number 603208 Pages 13
Recording 39.00 Mortgage
Deed Min Tax
Index DP 1.00
Archive 3.00
Adrian T. Johns, Judge of Probate

ARTICLE I

NAME AND LOCATION

1.01 The name of the corporation is WINDWARD LAKES PROPERTY OWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principle office of the corporation shall be located at Orange Beach, Alabama, but meetings of Members and Directors maybe held at such places either within or outside the State of Alabama, as designated by the Board of Directors. By agreement of the Board of Directors, meetings of the Board may be held by telephone.

ARTICLE II

DEFINITIONS

2.01 DEFINITIONS: By-Laws shall have the same meaning as set forth in that Declaration of Covenants, Conditions and Restrictions of Windward Lakes, as recorded or to be recorded in the Office of the Judge of Probate, Baldwin County, Alabama.

ARTICLE III

MEMBERSHIP: MEETING OF MEMBERS: VOTING

3.01 MEMBERSHIP: The Association shall have two (2) classes of membership, Class "A" and "B", as more fully set forth in the Declaration, the terms of which pertaining to membership are specifically incorporated herein by reference.

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3.02 CHANGE OF DATE: The time of holding the annual meeting of Members may be changed at any time prior to fifteen (15) days before the regular day for holding such meeting by a resolution duly adopted by the Board of Directors or by the Members, provided that a notice of such change be mailed to each Member of record, at such address as appears upon the records of the Association, not less than ten (10) days before the holding of such meeting; and further provided that each annual meeting of Members shall be held within one (1) month of the date on which it should regularly have been held but for such change.

3.03 ANNUAL MEETINGS: The first annual meeting of the Members shall be held not later than six (6) months after date of incorporation of the Association. Subsequent regular annual meetings of the Members shall be held on the 3rd Saturday of the month of March of each year thereafter, at the hour of 10:00am. The first annual meeting and subsequent meetings may be conducted via conference call or similar type of remote communication.

3.04 SPECIAL MEETINGS: Special meetings of the Members maybe called at any time by the President or by a majority of the Board of Directors, or upon written request of the Members, irrespective of whether they are Class A or Class B Members, who are entitled to vote one-fourth (1/4) of all of the Votes.

3.05 NOTICE OF MEETINGS: Written notice of each meeting of the Members shall be given by, or at the directions of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least thirty (30) days and not more than sixty (60) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day, and the hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Notice of any meeting may be waived in writing

prior to or after any such meeting. Further, attendance at any such meeting constitutes a waiver of notice thereof, unless such attendance is for the purpose of objecting to having the meeting.

3.06 QUORUM: The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-fourth (1/4) of the Votes entitled to vote shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

3.07 VOTING: The Members shall enjoy such qualifications, rights, and privileges as may be fixed by the Declaration and these Bylaws.

3.08 PROXIES: At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon the conveyance by the Member of his/her Lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

4.01 NUMBER: The affairs of this Association shall be managed by a Board of not less than three (3) or more than six (6) directors who are Owners of an interest in separate Lots, said number to be decided annually by a Vote of the Members entitled to vote except, that the initial Board of Directors shall be comprised of three (3) Directors appointed by the Developer.

4.02 TERM OF OFFICE: The initial Board of Directors shall serve for terms as follows and subsequent elected Directors shall serve a term of three (3) years, and said directors shall serve until their successors have been chosen and qualify.

<u>Initial Directors</u>	<u>Term</u>
John F. Morrissey	until first Member meeting in 2004
David C. Abel	until first Member meeting in 2003
Darrell Groves	until first Member meeting in 2002

4.03 REMOVAL: Any Director may be removed from the Board, with or without cause, by a three-fourths (3/4) Vote of the Members of the Association. In the event of death, resignation or removal of a director, his/her successor shall be selected by the remaining Directors of the Board and shall serve for the unexpired term of his predecessor.

4.04 COMPENSATION: No Director shall receive compensation for any service he/she may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his/her duties.

4.05 ACTION TAKEN WITHOUT A MEETING: The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

5.01 NOMINATION: Nomination for election to the Board of Directors shall be made by the Members of the Association at the meeting held for such election.

5.02 ELECTION: Election to the Board of Directors shall be by cumulative voting and secret written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many Votes as they are entitled to exercise under the provisions of the Declaration. The person(s) receiving the largest number of Votes shall be elected.

ARTICLE VI

MEETINGS OF DIRECTORS

6.01 **REGULAR MEETINGS:** Regular meetings of the Board of Directors shall be held twice yearly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

6.02 **SPECIAL MEETING:** Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days notice to each Director.

6.03 **QUORUM:** A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

7.01 **POWERS:** The Board of Directors shall have power to:

(a) Suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(b) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration of Covenants, Conditions and Restrictions;

(c) Declare the office of a Director to be vacant in the event such Director shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(d) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties. Any contract entered into with an independent contractor shall be limited to a maximum of one year, except with the approval of a majority of each class of membership in the Association.

7.02 DUTIES: It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or any special meeting when such statement is requested in writing by Members who are entitled to vote one-fourth (1/4) of all the Votes;

(b) Supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed;

(c) As more fully provided in the Declaration, to:

(1) Fix the amount of the annual assessments against such Lot at least thirty (30) days in advance of each annual assessment period;

(2) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date or to bring an action at law against the Owner personally obligated to pay the same.

(d) Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be

made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(f) Maintain insurance and exercise other powers as provided in the Articles of Incorporation.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

8.01 **ENUMERATION OF OFFICERS:** The officers of this Association shall be a President and Secretary; who shall at all times be Directors, a Vice-President, and a Treasurer, and such other officers as the Board may, from time to time, by resolution create.

8.02 **ELECTION OF OFFICERS:** The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

8.03 **TERM:** The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he/she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

8.04 **SPECIAL APPOINTMENTS:** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

8.05 **RESIGNATION AND REMOVAL:** Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at

any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

8.06 VACANCIES: A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he/she replaces.

8.07 MULTIPLE OFFICES: The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of the other offices except in the case of special offices created pursuant to Section 8.04 above.

8.08 DUTIES: The duties of the officers are as follows:

(a) **PRESIDENT:** The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deed and other written instruments and shall co-sign all promissory notes.

(b) **VICE-PRESIDENT:** The Vice-President shall act in the place and stead of the President in the event of his/her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him/her by the Board.

(c) **SECRETARY:** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring the seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) **TREASURER:** The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account;

and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE IX

COMMITTEES

9.01 The Board of Directors shall appoint an Architectural Review Committee, as provided in the Declaration. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

10.01 The books, records and papers of the Association or copies thereof, shall, after reasonable notice, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation, and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

11.01 As more fully provided in the Declaration, each Member is obligated to pay the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or the Board may foreclose the lien against the property, and the Association or the Board may recover

interest, costs, and reasonable attorney's fees of any such action in addition to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

12.01 The Association shall have a seal in circular form having within its circumference the words: "WINDWARD LAKES PROPERTY OWNERS ASSOCIATION, INC." and "ALABAMA".

ARTICLE XIII

AMENDMENTS

13.01 These Bylaws may be amended, after approval of the Developer, at a special meeting of the Members, by a vote of seventy-five percent (75%) of the Votes. The Developer's power to require Developer's approval to amend these Bylaws shall expire upon the happening of any of the following events, which ever occurs earliest;

- i. When the total Votes outstanding in the Class A membership as set out in the Declaration becomes equal to or greater than the number of total Votes outstanding in the Class B membership; or
- ii. Developer records an instrument terminating Class B membership; or
- iii. On January 1, 2015.

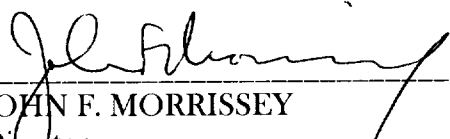
13.02 In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

14.01 The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December every year, except that the first fiscal year shall begin on date of incorporation.

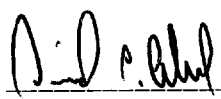
IN WITNESS WHEREOF, we, being all of the Directors of WINDWARD LAKES PROPERTY OWNERS ASSOCIATION, INC., have hereunto set our hand this 20th day of June, 2001.



JOHN F. MORRISSEY
Director



DARRELL GROVES
Director



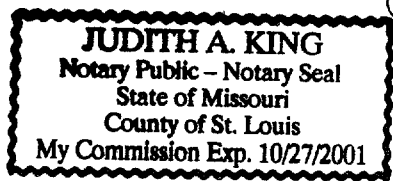
DAVID C. ABEL
Director

STATE OF MISSOURI
COUNTY OF ST. LOUIS

I, the undersigned notary public in and for said county and state, hereby certify that John F. Morrissey, whose name 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 the said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this 20th day of June, 2001.

(Seal)



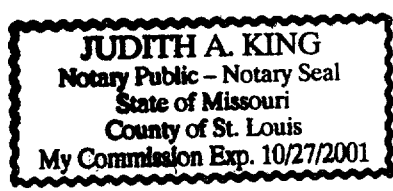
Judith A. King
NOTARY PUBLIC
My Commission Expires: 10/27/2001

STATE OF MISSOURI
COUNTY OF ST. LOUIS

I, the undersigned notary public in and for said county and state, hereby certify that Darrell Groves, whose name 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 the said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this 20th day of June, 2001.

(Seal)

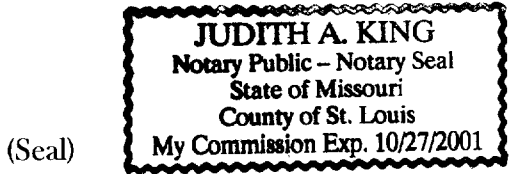



Judith A. King
NOTARY PUBLIC
My Commission Expires: 10/27/2001

STATE OF MISSOURI
COUNTY OF ST. LOUIS

I, the undersigned notary public in and for said county and state, hereby certify that David C. Abel, whose name 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 the said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this 20th day of June, 2001.




NOTARY PUBLIC
My Commission Expires: 10/27/2001

This Document Prepared by:
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