

BY-LAWS
OF
WINDSOR WARWICK CONDOMINIUM
OWNERS ASSOCIATION, INC.

ARTICLE I
PURPOSE AND APPLICATION

1.01 Purpose and Application. The following are the By-Laws of Windsor Warwick Condominium Owners Association, Inc., hereinafter referred to as the "Association", a not for profit corporation, organized pursuant to the Alabama Nonprofit Corporation Act, Section 10-3A-1 et. seq., *Code of Alabama* (1975), and the Alabama Uniform Condominium Act of 1991, Section 35-8A-101 et. seq., *Code of Alabama* (1975), formed for the purpose of managing and operating a certain condominium located in Mobile County, Alabama, known as Windsor Warwick, a condominium, hereinafter referred to as the "Condominium."

The provisions of the By-Laws are applicable to the entirety of the Condominium Property.

All present or future owners, tenants and their employees, and any other persons or entities that might use the facilities of Windsor Warwick, a condominium, in any manner, are subject to the regulations and provisions set forth in these By-Laws and to the Rules and Regulations established and promulgated by the Association of Unit Owners pursuant to the By-Laws and the Condominium Declaration.

The mere acquisition or rental of any of the units of Windsor Warwick or the mere act of occupancy of any said Units will signify that these By-Laws and the

provisions of the Declaration and any Rules and Regulations, as they each may be amended from time to time, are accepted, ratified and will be complied with.

ARTICLE II PRINCIPAL OFFICE AND AGENT

2.01 Principal Office. The principal office of the Association shall be 1600 Government Street, Mobile, Alabama 36604, or at such other place as may be designated subsequently by the Board of Directors or as the business of the corporation may require. All books and records of the Association shall be kept at its principal office. The mailing address of the Association shall be 1600 Government Street, Mobile, Alabama 36604.

2.02 Principal Agent. The initial registered agent of the Association at such office shall be John R. Wilhelm

ARTICLE III DEFINITIONS

3.01 Declaration Defined. "Declaration" shall mean that certain Declaration of Condominium of Windsor Warwick, a condominium, filed in the Office of the Judge of Probate of Mobile County, State of Alabama, as the same may be amended from time to time in accordance with the terms thereof.

3.02 Other Terms Defined. Other terms used herein shall have the meaning given to them in the Declaration and are hereby incorporated by reference and made a part hereof.

ARTICLE IV MEMBERSHIP

4.01 Qualification. The sole qualification for membership shall be ownership of a Unit in the Condominium. No membership may be separated from the Unit to which it is appurtenant.

4.02 No Additional Qualifications. No initiation fees, costs or dues shall be assessed against any person as a condition of the exercise of the rights of membership except such assessments, levies, and charges as are specifically authorized by the Declaration.

4.03 Succession. The membership of each Unit Owner shall automatically terminate on the conveyance, transfer, or other disposition of a Unit Owner's interest in the Unit. The Unit Owner's membership shall automatically be transferred to the new Unit Owner succeeding to such ownership interest. On the conveyance, transfer, or other disposition of the portion of a Unit Owner's interest in a Unit, the transferring Unit Owner and the transferee shall each be members of the Association in accordance with the ownership interest of each following such conveyance or transfer.

4.04 Certificates of Membership. The Association shall issue no shares of stock of any kind or nature whatsoever.

ARTICLE V MEETINGS OF MEMBERS

5.01 Annual Meeting. The annual meeting of the Members shall be held on the date, at the place, and at the time, as determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and not later than thirteen months after the last preceding annual meeting. The purpose of the annual meeting shall be to elect Directors, and to transact any other business authorized to be transacted by the Members or stated in the notice of the meeting sent to the Members in advance thereof.

5.02 Special Meeting. Special meetings of the Members may be called at any time upon the Board's receipt of a written request for a special meeting from Members

representing at least twenty percent (20%) of the votes of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

5.03 Notice of Meeting. Notice of all meetings of Members shall state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration or By-Laws, any budget changes, and any proposal to remove an officer or a member of the Board. Notices shall be prepared and delivered by or at the direction of the Secretary, and may be delivered either personally or by mail to a Member at the address given to the Board by said Member, or to the Member's Unit if no such address has been given to the Board. Notice of the annual meeting and special meetings shall be mailed or delivered to each member not less than ten (10) days prior to the meeting. No notices of annual or special meetings shall be mailed or delivered more than fifty (50) days prior to such meeting. A copy of the notice of any meeting of Members shall also be posted in a conspicuous place on the Condominium Property at least seven (7) days prior to the meeting. Proof of such notice shall be given by the affidavit of the person giving the notice.

5.04 Waiver of Notice. Any Member or mortgagee may waive the right to receive notice of the annual meeting by sending a written waiver to the Board of Directors. Notice of specific meetings may be waived before or after the meeting, orally or in writing. Attendance by a Member at an annual or special meeting, either in person or by proxy, shall constitute waiver of notice of such meeting.

5.05 Quorum. The attendance (in person or by proxy) of a majority of Members is required to constitute a quorum.

5.06 Adjournment for Lack of Quorum. In the absence of a quorum at any meeting of Members, a majority of those Members entitled to vote thereat, present in person or by proxy, shall have the power to adjourn the meeting, from time to time, without notice other than announcement of the meeting, until the requisite number of Members, present in person or by proxy, shall be present. At such adjourned meeting at which the requisite number of votes shall be present, any business may be transacted which might have been transacted at the meeting as originally noticed.

5.07 Action Without Meeting. Any action which may be taken at a meeting of the Members may also be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by the number of Members required to take such action at a meeting, and is filed with the Secretary of the Association.

5.08 Order of Business. The order of business at annual meetings of Members and, as far as practical, at all other meetings of Members, shall be:

Call to Order

Calling of the roll and certifying of proxies

Proof of notice of meeting or waiver of notice

Reading and disposal of any unapproved minutes

Reports of officers

Reports of committees

Election of Directors

Unfinished business

New business

Adjournment

5.09 Minutes of Meeting. The minutes of all meetings of Members shall be kept in a book available for inspection by Unit Owners or their authorized representatives

ARTICLE VI MEMBER'S VOTING RIGHTS

6.01 Number of Votes. The number of votes to which each Unit is entitled is provided in the Declaration. The votes of a Unit shall not be divisible.

6.02 Vote Requested to Transact Business. When a quorum is present, the holders of a majority of the voting rights present, in person or by proxy, shall decide any question brought before the meeting, unless the question is one on which, by express provision of the Act or the Condominium Documents, a different number or manner of voting is required, in which case the express provision shall govern and control the decision in question.

6.03 Designation of Voting Member. If a Unit is owned by more than one (1) person, the person entitled to cast the vote or votes for the Unit may be designated by a certificate signed by all of the record owners of the Unit and filed with the Secretary of the Association. If a Unit is owned by a corporation, partnership, trust, or other legal entity, the person entitled to cast the vote or votes for the Unit may be designated by a certificate of appointment signed by a duly authorized representative of the entity and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit involved. A certificate may be revoked by any owner of an interest in the Unit.

6.04 Failure to Designate a Voting Member. If a Unit is owned by more than one person and they do not designate a voting Member, the following provisions shall apply:

(1) If more than one such owner is present at any meeting, and they are unable to concur in a decision on any subject requiring a vote, they shall lose their right to vote on that subject at that meeting, however, said vote or votes shall be included in the determination as to the presence of, or lack thereof, of a quorum.

(2) If only one such owner is present at a meeting that person shall be entitled to cast the vote or votes pertaining to the Unit.

(3) If more than one such owner is present at the meeting, and they concur, any one such owner may cast the vote or votes for the Unit.

6.05 Voting by Proxy. Votes may be cast in person or by proxy, as provided for in the Act. All proxies must be in writing, dated, signed by the Member generating the proxy, and filed with the Secretary of the Association before the appointed time of any meeting to which it applies. A Member may revoke a proxy at any time by delivering a written notice of revocation to the Association.

6.06 Conditional Proxy. The granting of a mortgage on a Unit by its owner(s) shall be construed as conferring upon the mortgagee a conditional proxy to cast the vote or votes attributable to such Unit at any regular or special meeting of the Association. The condition of such proxy shall be notice by such mortgagee to the Association, in writing, of its intent to exercise the conditional proxy rights granted to it, as mortgagee, by the terms of this subparagraph. In the absence of such written notice, the Association shall be entitled to recognize the Unit Owner(s) votes attributable to their Unit. However, once such written notice is received by the Association, the mortgagee's right to cast the vote or votes attributable to that Unit shall be recognized by the Association until the

mortgagee withdraws its intent to cast such votes, in writing, or until the mortgage is paid in full and satisfied of record, whichever first occurs.

ARTICLE VII BOARD OF DIRECTORS

7.01 Number. The affairs of this Association shall be managed by a Board of Directors, consisting of no less than three (3) persons nor more than five (5) persons.

7.02 Qualification. A director need not be a Unit Owner if elected by the Members.

7.03 Term. Two (2) of the initial positions on the Board, seats one and two, shall be elected for a two (2) year term. The other three (3) positions on the Board, seats three through five, shall serve (1) year terms, for the first term only. Seats one and two shall serve two (2) year terms for the duration of the Association. Seats three through five shall serve two (2) year terms after serving the initial term. Thus, the Association shall have annual elections with staggered terms for the Board Members.

ARTICLE VIII MEETINGS OF DIRECTORS

8.01 Regular Meetings. Regular meetings of the Board of Directors shall be held at least annually at such place, and at such time and date as the Board shall designate. Notice of the regular meeting shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at least fourteen (14) days prior to the meeting. The Board, in its discretion, may conduct an additional meeting in order to discuss, promulgate and decide upon a proposed budget. A regular meeting of the Board of Directors shall be held on the same day as, and prior to, the Annual Meeting of the Members.

8.02 Waiver of Notice. Any Director may waive notice of a meeting either before or after the meeting, or may consent to the holding of a meeting without notice. Attendance by any Director at a meeting shall constitute waiver of notice of that meeting, except when attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business on the grounds that the meeting was not lawfully called.

8.03 Action Without Meeting. Any action permitted or required to be taken at a meeting of the Directors may be taken without a meeting if written consent setting forth the action so taken shall be signed by all the Directors, and filed with the minutes of the proceedings of the Board.

8.04 Presiding Officer. The presiding officer of the Directors' meeting shall be the President. In the absence of the President, the Directors present shall designate one of their number to preside.

8.05 Minutes of Meeting. The minutes of all meetings shall be kept by the Secretary and shall be available to the public at the registered office of the Association.

8.06 Order of Business. The order of business at Directors' meetings shall be:

- Call of Roll
- Proof of due notice of meeting
- Reading and disposal of unapproved minutes
- Reports of Officers and Committees
- Election of Officers
- Unfinished business
- New business
- Adjournment

ARTICLE IX POWERS AND DUTIES OF THE DIRECTORS

9.01 Specific Powers. The Board of Directors shall have the power to exercise all powers, duties, and authority vested in the Association by the Act, the Declaration, or

these By-Laws, except for such powers and duties reserved thereby to the Members or the Developer. The powers and duties of the Board shall include, but shall not be limited to, the following:

(1) To elect and remove officers of the Association as hereinafter provided.

(2) To administer the affairs of the Association and the Condominium Property.

(3) To maintain bank accounts on behalf of the Association and to designate signatories required therefore.

(4) To sell, lease, mortgage, or otherwise deal with Units acquired by the Association.

(5) To pay the cost of all taxes and utilities assessed against the Condominium that are not assessed and billed to the owners of individual Units.

(6) To borrow money on behalf of the Association when required in connection with the operation, care, upkeep, and maintenance of the Common and Limited Common Elements, provided, however, that the consent of at least two-thirds (2/3) of the votes of the Members, obtained at a meeting duly called and held for such purpose in accordance with the provision of these By-Laws, shall be required for the borrowing of such money.

(7) To estimate the amount of the annual budget and to make, levy, enforce, and collect Assessments against Unit Owners to defray the costs, expenses, and losses for the Condominium, and to provide adequate remedies for failure to pay such Assessments.

(8) To use the proceeds of Assessments in the exercise of its powers and duties.

(9) To maintain, repair, replace, and operate the Condominium Property, including the reasonable right of entry upon any Unit to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the project.

(10) To purchase insurance on the Property, and to purchase insurance for the protection of the Association and its Members, and the Members of the Board of Directors and Officers of the Association.

(11) To reconstruct improvements after casualty and to further improve the Property.

(12) (12) To make and amend reasonable Rules and Regulations respecting the use of the Property and the operation of the Condominium.

(13) To enforce by legal means the provisions of the Act, the Declaration, the Articles of Incorporation, and these By-Laws for the use of the Property.

(14) To contract for the management of the Property and to delegate to such managing agent all powers and duties of the Association except such as are specifically required by the Declaration to have approval of the Board of Directors or the membership of the Association.

(15) To contract for the management or operation of portions of the Common Elements of the Condominium susceptible to separate management or operation, and to lease such portions.

(16) To retain attorneys and accountants.

(17) To employ personnel to perform the services required for proper operation of the Condominium.

(18) Except as prohibited in the Declaration or the Act, to purchase a Unit of the Condominium for the purposes authorized in the Declaration.

(19) To maintain a class action and to settle a cause of action on behalf of owners with reference to the Common Elements, the roof and structural components of a building or other improvement, and mechanical, electrical and plumbing elements serving an improvement or a building as distinguished from such elements serving only one Unit; and to bring an action and to settle the same on behalf of two (2) or more of the owners, as their respective interests may appear, with respect to any cause of action relating to the Common Elements or more than one (1) Condominium Unit; all as the Board deems advisable.

(20) To procure such fidelity bonds, as the Board deems advisable, covering officers and employees of the Association handling and responsible for the Association's funds and personal property, and to procure Directors' and Officers' liability insurance, if the Board deems it advisable, and the premiums of such bonds and insurance shall be paid by the Association as common expenses.

ARTICLE X OFFICERS

10.01 Election. The executive officers of the Association shall be a President, Secretary and Treasurer. The officers shall be elected annually by the Board of Directors. Any two (2) or more offices may be held by the same person, except the President shall not also be the Secretary.

10.02 Term. Each officer shall hold office for the term of one (1) year and until his successor shall have been appointed or elected and qualified, provided that any officer may succeed himself.

10.03 Duties of the President. The President, who shall be a Director, is the Chief Executive Officer of the Association, and shall have all of the powers and duties that are usually vested in the office of president of a condominium association, including but not limited to the following powers:

- (1) To preside over all meetings of the Members of the Board.
- (2) To sign as President all deeds, contracts, and other instruments that have been duly approved by the Board.
- (3) To call meetings of the Board whenever he deems it necessary in accordance with the rules.
- (4) To have the general supervision, direction and control of the affairs of the Association.
- (5) To, along with the Secretary, prepare, execute, certify, and record amendments to the Declaration on behalf of the Association.

10.04 Duties of the Secretary. The Secretary, who shall be a Director, shall have all of the powers and duties that are usually vested in the secretary of a condominium association, including but not limited to the following powers:

- (1) To keep a record of all meetings and proceedings of the Board and of the Members.
- (2) To keep the seal of the Association, if any, and affix it on all papers requiring said seal.

(3) To prepare and serve such notices of meetings to the Board and the Members required either by law or by these By-Laws.

(4) To keep current records showing the Members of the Association together with their addresses.

(5) To sign as Secretary all deeds, contracts, and other instruments which have been duly approved by the Board, if said instrument requires a second Association signature.

(6) To, along with the President, prepare, execute, certify, and record amendments to the Declaration on behalf of the Association.

10.05 Duties of the Treasurer. The Treasurer shall be the financial officer of the Association, and shall have all powers and duties that are usually vested in the treasurer of a condominium association, including but not limited to the following powers:

(1) To receive and deposit in such bank or banks as the Board may from time to time direct, all of the funds of the Association.

(2) To be responsible for and supervise the maintenance of books and records to account for such funds and other Association assets.

(3) To disburse and withdraw said funds as the Board may from time to time direct, and in accordance with prescribed procedures.

(4) To prepare and distribute the financial statements for the Association.

(5) To prepare a record of all of the receipts and expenditures.

(6) To prepare an account for each unit, setting forth any shares of Common Expenses or other charges due, the due dates thereof, the present balance due and any interest in Common Surplus.

ARTICLE XI FISCAL MANAGEMENT

11.01 Fiscal Year. The fiscal year of the Association shall be such as shall from time to time be established by the Association.

11.02 Annual Budget. The Board of Directors shall adopt a budget for each fiscal year in accordance with the Act. The annual budget of the Association shall be detailed and shall show the amounts budgeted by accounts and expense classifications. Expenses shall be estimated for each category and item of the Common Expenses. The budget shall also include reserve accounts for capital expenditures, deferred maintenance, reserves, and contingencies. The amount reserved shall be computed by means of a formula that is based on the estimated life and estimated replacement cost of each reserve item. The budget shall also set forth each Unit Owner's proposed Assessment for Common Expenses. Copies of the budget and proposed Assessments shall be transmitted to each Member in accordance with the Act.

11.03 Adoption of the Annual Budget. The Board of Directors shall prepare or cause to be prepared a proposed annual budget for each fiscal year of the Association. Within thirty (30) days after adoption of any proposed budget for the Condominium the Board shall provide a copy of the budget to all Unit Owners, and shall set a date for a meeting of the Unit Owners to consider ratification of the budget not less than fourteen (14) days nor more than thirty (30) days after delivery or mailing of the proposed budget to the Unit Owners. The meeting may occur at the same time and place as the annual

meeting of the Association. Unless at that meeting a majority of all the Unit Owners present in person or by proxy reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the periodic budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Board. The Board shall furnish copies of the final annual budget to each Unit Owner within thirty (30) days after the adoption.

11.04 Assessments. Assessments for Common Expenses shall be collected by the Association on a monthly basis as follows: On or before the first day of each month of the fiscal year for which the Assessments are made, each Unit Owner shall pay one-twelfth ($1/12^{\text{th}}$) of his share of the Common Expenses for such year as shown by the annual budget and the expenses incurred on an annual or semi-annual basis. However, at the discretion of the Board, pre-paid insurance premiums may be made payable on an annual or semi-annual basis as a single charge or Assessment. Further, at the discretion of the Board, pre-paid insurance premiums and other expenses incurred on an annual or semi-annual basis may be made payable on a annual or semi-annual as a single charge or Assessment. The Assessments of the Common Expenses shall be as set forth in the Declaration, but the yearly Assessment for Common Expenses of each Unit Owner shall be in proportion to his respective ownership interests in the Common Elements. The Board of Directors may cause to be sent to each Unit Owner, on or before the first day of each month, a statement of the monthly Assessment. However, the failure to send or receive such monthly statement shall not relieve the Unit Owner of his obligation to make timely payment of the monthly Assessment. If the Board shall not approve an annual budget or shall fail to determine new monthly Assessments for any year, or shall be

delayed in doing so, each Unit Owner shall continue to pay the amount of his monthly Assessment as last determined. No Unit Owner shall be relieved of his obligation to pay his Assessment by abandonment of his Unit or lack of use of the Common or Limited Common Elements. The collection for Assessments shall begin at such time as the first Unit is conveyed by the Developer.

11.05 Reserves for Replacement. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements to the Common Elements and those Limited Common Elements which the Association may be obligated to maintain. The fund shall be maintained out of regular Assessments.

11.06 Depository. The depository of the Association shall be such bank or banks and/or savings and loan associations as shall be designated from time to time by the Directors and in which monies of the Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Directors.

11.07 Lien for Expenses. If any Unit Owner shall fail or refuse to make any payment of the Common Expenses or other Assessment or fine imposed against him when due, the amount due, together with costs, reasonable attorney's fees, and interest thereon at the maximum percentage rate as may then be permitted under the laws of the State of Alabama, from and after the date said Common Expenses or other Assessments or fines become due and payable in accordance with applicable law, shall constitute a lien on the interest of the Unit Owner in the Property.

11.08 Priority of Lien. Any lien of the Association shall be subject to the rules of priority as stated in the Declaration and other applicable state laws.

11.09 Acceleration of Assessment Installments. In accordance with the provisions of the Act, if an Assessment is payable in installments, the full amount of the Assessment is a lien from the time the first installment thereof becomes due.

11.10 Default.

(1) In the event the Owner of a Unit does not pay any sums, charges or Assessment required to be paid to the Association within thirty (30) days from the due date, the Association may foreclose the lien encumbering the Unit created by non-payment of the required moneys in the same fashion as mortgage liens on real estate are foreclosed; provided that thirty (30) days prior notice of the intention to foreclose shall be mailed, postage prepaid, to the Unit Owner and to all persons having a mortgage lien or other interest of record. The Association shall be entitled to the appointment of a Receiver, if it so requests. The Association shall have the right to bid in the Unit at a foreclosure sale and to acquire, hold, mortgage and convey the same. In lieu of foreclosing its lien, the Association may bring suit to recover any money judgment, brought by or on behalf of the Association against a Unit Owner, and the losing defendant shall pay the cost thereof, together with a reasonable attorney's fee.

(2) If the Association becomes the owner of a Unit by reason of foreclosure, it shall offer said Unit for sale and at such time as a sale is consummated it shall deduct from such proceeds all sums of money due it for monthly Assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorney's fees, and any and all expenses incurred in the re-sale of the Unit, which shall

include but not be limited to advertising expenses, real estate brokerage fees, abstract or title insurance costs, and expenses necessary for the repairing and refurbishing of the Unit in question. All moneys remaining after deducting the foregoing items of expenses shall be returned to the former owner of the Unit in question.

11.11 Supplemental Assessments. If during the course of any fiscal year, it shall appear to the Board that the monthly Assessments, as determined in the annual budget, are insufficient or inadequate to cover the estimated Common Expenses for the remainder of such year, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency. Copies of the supplemental budget shall be delivered to each Unit Owner, and thereupon a supplemental Assessment shall be made to each Unit Owner for his proportionate share of the supplemental budget.

11.12 Annual Statement. With sixty (60) days after the end of the fiscal year, the Board shall cause to be furnished to each Unit Owner, a statement for the year so ended showing the receipts and expenditures of the Association, and such other information as the Board may deem desirable. Any mortgage holder may have an audited statement prepared at its own expense.

11.13 Information. The Association shall be required to make available to Unit Owners, lenders, and to holders, insurers or guarantors of any first mortgage, current copies of the Declaration, By-Laws, or other Rules and Regulations concerning the Project, and the books, records, and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances. In addition to the above, any holder of a first mortgage

is entitled, upon written request, to a financial statement for the immediately preceding fiscal year.

11.14 Lender's Notices. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the unit number or address, any mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

(a) Any condemnation or casualty loss that affects either a material portion of the Project or the Unit securing its mortgage.

(b) Any 60-day delinquency in the payment of Assessments or charges owed by the owner of any Unit on which it holds the mortgage.

(c) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

(d) Any proposed action that requires the consent of a specified percentage mortgage holders.

ARTICLE XII OWNER OBLIGATIONS AND COVENANTS

12.01 Assessment. Every owner of any Unit in the Condominium shall contribute pro rata toward the expense of administration, maintenance, alteration, repair and improvement of the Condominium, as provided in the Articles, the Declaration or these By-Laws. Each Assessment against a Unit shall also be the personal obligation of the Owner at the time the Assessment fell due. Such personal obligation shall not pass to successors in title unless assumed by such successors, or required by applicable law.

12.02 Maintenance and Repair. Every owner of any Unit in the Condominium shall promptly perform all maintenance and repair work, as provided in the Articles, the Declaration or these By-Laws. An owner shall reimburse the Association for any

expenditures incurred in repairing or replacing any common areas or facilities damaged through the owner's fault.

12.03 Use. The Condominium Property shall be utilized in accordance with the provisions of the Declaration and these By-Laws, and any Rules and Regulations of the Association.

ARTICLE XIII RULES AND REGULATIONS

13.01 Rules and Regulations. The Board of Directors may from time to time adopt, modify, amend or add to the Rules and Regulations concerning the use of the Condominium Property; provided, however, that a majority of the Members may overrule the Board with respect to any such Rules and Regulations or modifications thereof or any amendments or additions thereof. Copies of such Rules and Regulations, or any amendments, additions, or modifications, shall be delivered to each Unit Owner not less than fourteen (14) days prior to the effective date thereof. No rule or regulation that is in conflict with the Condominium Documents shall be adopted. The rules shall restrict the keeping of pets to Unit Owners.

ARTICLE XIV AMENDMENTS TO THE BY-LAWS

14.01 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

14.02 Adoption. These By-Laws may be altered, amended, or repealed or new By-Laws may be adopted by the affirmative vote or agreement of all Unit Owners.

14.03 Prohibited Amendments. No amendment that is in conflict with the Articles, the Declaration or the Act shall be adopted.

14.04 Recording. Any amendment shall become effective when recorded in the Office of the Judge of Probate of Mobile County, Alabama, in accordance with the Act.

ARTICLE XV MISCELLANEOUS

15.01 Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of gender shall be deemed to include all genders.

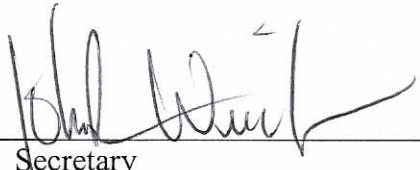
15.02 Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these By-Laws or the intent of any provision hereof.

15.03 Parliamentary Rules. Robert's Rules of Order (latest edition) shall govern the conduct of Association meetings and when not in conflict with the Act, the Declaration or these By-Laws.

15.04 Conflicts. In the event of any conflict between the provisions of these By-Laws and the Declaration, the Declaration shall govern, except to the extent the Declaration is inconsistent with the Act.

15.05 Compliance. These By-Laws are set forth to comply with the requirement of the Alabama Nonprofit Corporation Act and the Alabama Uniform Condominium Act of 1991, and shall be considered an appendage to the Declaration filed prior hereto in accordance with said Acts. In case any of these By-Laws conflict with the provisions of said statutes, it is hereby agreed and accepted that the provisions of the Acts will apply.

I certify that the above set out first set of By-Laws of Windsor Warwick Condominium Owners Association, Inc., were adopted by the Board of Directors in accordance with the provisions of applicable law.

By: 
Its: Secretary

This Instrument Prepared By:

Douglas L. Anderson, Esquire
Bowron, Latta & Wasden, P.C.
Post Office Box 16046
Mobile, Alabama 36616

RULES AND REGULATIONS CONCERNING USE OF WINDSOR WARWICK, A CONDOMINIUM

In addition to those Rules and Regulations contained in the Declaration of Condominium of Windsor Warwick, A condominium (the "Declaration"), the following Rules and Regulations are adopted by Windsor Warwick Owners Association, Inc. Fines and penalties will be levied for failure to comply with these Rules and Regulations. The fines and penalties will be outlined at the end of this document.

The Rules and Regulations outlined below explain the policies and guidelines established by the Board of Directors of Windsor Warwick Condominium Association to help protect and provide a peaceful environment for our community. It is the responsibility of the board of directors to administer and enforce the rules. However, it is the responsibility of each resident to cooperate and adhere to the rules of the Condominium. Residents are encouraged to report any violations of these rules to the HOA by sending an email to warwickwindsor@yahoo.com.

- 1) The Common Elements, Limited Common Elements and common areas and facilities of Windsor Warwick, A Condominium are for the use of the Owners and their invited guests as provided for in the Declaration.
- 2) The sidewalks, entrances, fire escapes, and passages of Windsor Warwick Condominium shall not be obstructed or used for any other purpose than ingress to and egress from the Buildings and the Units. No motorized vehicle shall be operated on any walkway or other area except upon the driveways and parking areas designated for vehicular use.
- 3) No vehicle belonging to an Owner or to a member of the family or guest, tenant or employee of an Owner shall be parked in such manner as to impede or prevent ready access to any entrance to or exit from the Buildings by another vehicle. The sidewalks, driveways and parking areas must not be obstructed or encumbered or used for any purpose other than ingress and egress, and for parking. No vehicle shall be parked in such a manner as to impede or prevent ready access to other parking areas. No parking space, driveway or other areas shall be used for the storage or parking of any boat, boat trailer, house trailer, camper trailer or any other sort of towed vehicle or object. The Owners, their employees, agents, visitors, licenses and family shall obey parking regulations posted in the private streets, parking areas, and any other traffic regulations promulgated for the safety, comfort, and convenience of the Owners. Washing of cars, boats and vehicles is prohibited. Vehicles in violation of this section may be towed at owner's expense.
- 4) No motor vehicle may be disassembled, nor major repairs made on Association property. This includes but is not limited to engine overhauling, exhaust system repairs, brake lining repairs and body work. Under no circumstances may cars be left unattended while on jacks or blocks.
- 5) No articles (including, but not limited to, garbage cans, bottles or mats) shall be placed in any of the common areas, Common Elements or Limited Common Elements, except

those areas specifically designated by the Association. Nothing shall be hung or shaken from any windows, roofs, balconies, terraces or patios or placed upon the windowsills or balconies of the Buildings. No laundry or other articles may be placed or hung on the exterior portions of a Unit. No Owner shall install any plantings on any terrace, balcony, patio or roof nor on any Common Elements or limited Commons Elements except with the permission of the Board of Directors.

- 6) Each Owner shall keep such Unit in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown from said Unit, or from the doors or windows of said Unit, any dirt or other substance. All garbage shall be deposited with care in garbage containers intended for such purpose only at such times and in such manner as the Board of Directors may direct. Garbage cans shall be deposited in garbage collection areas designated for that purpose in order to accommodate the garbage pick-up service. No trash or other articles shall be burned, and all disposal shall be in accordance with such further Rules and Regulations as shall, from time to time, be promulgated by the Board of Directors and posted. Need to include rules about purposeful littering and cigarettes disposal and contractors disposal of waste (should be the responsibility of the owner to communicate the rules to the contractor)
- 7) No window guards or other window decorations shall be used outside of any unit except such as shall have been approved in writing by the Board of Directors.
- 8) No sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the Buildings except such as are permitted pursuant to the Declaration or the By-Laws and shall have been approved in writing by the Board of Directors; nor shall anything be projected from any window of a Unit without similar approval.
- 9) Only ventless washer/dryer hookups are allowed for each Unit.
- 10) No ventilator or air conditioning device shall be installed in any Unit without the prior written approval of the Board of Directors.
- 11) All electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the local fire department and the public authorities having jurisdiction, and the Owner alone shall be liable for any damage or injury caused by any electrical equipment in such Unit of said Owner.
- 12) No Owner shall make or permit any disturbing noises or activity in or on Windsor Warwick Condominiums or permit anything to be done in or on Windsor Warwick Condominiums which will interfere with the rights, comforts or convenience of other Owners or tenants. No Owner shall play upon or cause to be played upon any musical instrument or operate or permit to be operated a phonograph, radio, television set, loud speaker or other sound amplification device in such Unit of an Owner especially during posted quiet hours. No construction or repair work or other installation involving noise

shall be conducted by any Unit except on weekdays (not including legal holidays) and only between the hours of 8:00 a.m. and 5:00 p.m., unless such construction or repair work is necessitated by an emergency. Owners shall not cause or permit any unusual or objectionable noises or odors to be produced upon or to emanate from their Units or any terrace or deck appurtenant to said Unit.

- 13) Water-closets and other water apparatus shall not be used for any purpose other than those for which they are designed, nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any water-closets or other apparatus in a Unit shall be repaired and paid for by the Owner of such Unit.
- 14) The agents of the Board of Directors and any contractor or workman authorized by the Board of Directors may enter any room or Unit at any reasonable hour of the day for the purpose of inspecting such Unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate in a reasonable manner so as not to unreasonably interfere with the use of such Unit for permitted purposes.
- 15) It is the responsibility of the owner to provide access to their unit upon emergency request. If the Owner is not present to open and permit entry to the Unit then under these Rules and Regulations or under the By-Laws, the Board of Directors or the agents of the Board of Directors (but, except in an emergency, only when specifically authorized by an officer of the Association) may enter such unit by locksmith without liability for damage or trespass (if during such entry reasonable care is given to the property of said Owner).
- 16) The Board of Directors may from time to time curtail or relocate any portion of the Common Elements devoted to storage or service purposes in Windsor Warwick, A Condominium.
- 17) Owners, their families, guests, employees, agents, visitors or licensees shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of any Building.
- 18) There is to be no smoking, vaping, hookah, or any other type of substance inside any unit or hallway. There is to be no smoking within 25 feet of any entry door.
- 19) No Owner or any of the agents, employees, licensees or visitors of an Owner shall at any time bring into or keep in such unit any inflammable, combustible or explosive fluid, material, chemical or substance, except as shall be necessary and appropriate for the permitted uses of such unit.
- 20) If any key or keys are entrusted by an Owner or by any member of the family of an Owner or by an agent, employee, licensee or visitor to an employee of the Association, whether for such Unit of said Owner or an automobile, truck or other item of personal property, the acceptance of the key shall be at the sole risk of such Owner, and the Board of Directors shall not be liable for injury, loss or damage of any nature whatsoever,

directly or indirectly resulting for said injury, loss or damage or connected with said injury, loss or damage.

- 21) Nothing shall be done or kept in any Unit or in the Common Elements or Limited Common Elements which will increase the rate of insurance of Windsor Warwick, A Condominium or contents of in Windsor Warwick, A Condominium with the prior written consent of the Board of Directors. No Owner or Occupant shall permit anything to be done or kept in the Unit of an Owner or in the Common Elements or Limited Common Elements which will result in the cancellation of insurance on any building or which would be in violation of any law. No waste shall be committed in the Common Elements or Limited Common Elements.
- 22) No group tour or exhibition of any Unit or the contents of a Unit shall be conducted, nor shall any auction sale be held in any Unit without the consent of the Board of Directors.
- 23) No animals, livestock or poultry of any kind shall be raised, bred, harbored or kept in Windsor Warwick, A Condominium except that the Owner may keep one dog or one cat indoors in the Unit. A tenant of a Unit Owner may keep pets at the discretion of the unit owner. No such pets shall be kept for any commercial purpose. Pets may be kept only so long as they do not become an annoyance or nuisance to the neighborhood. All pets shall be kept under the close supervision of their Owners, must be secured by a leash or lead, under the control of a responsible Person and obedient to the command of that Person at any time they are outside of the Unit. Animals must be curbed away from Association property; owners must not allow pets to relieve themselves on Association property. However, if an animal accidentally defecates on Association property, the pet owner shall immediately clean up after it.
- 24) No feeding of stray animals are permitted on property grounds.
- 25) Unit owners shall be responsible for all damages to Association property caused by pets, their children, tenants, or guests brought onto Association property.
- 26) Complaints regarding the management of Windsor Warwick, A Condominium or regarding actions of other Owners or Persons shall be made in writing to the Board of Directors. The Association may assign to one or more Persons, or to a manager, full responsibility for the enforcement of all or anyone of these Rules and Regulations. Any complaint or dispute as to any of these Rules and Regulations, or as to any application or enforcement of the Rules and Regulations, shall be made in writing to the Board of Directors setting forth the nature of the matter complained of, and the names of all parties aggrieved and or charged by reason of such matter. The Board of Directors may, in the sole discretion of the Board of Directors, decide the complaint without a hearing. In the event the Board of Directors elects to have a hearing upon such complaint, not less than five day's notice of said hearing shall be given in writing to each Person named in the complaint as aggrieved and or charged, stating the date, time and place of such hearing. Proceedings before the Board of Directors shall be informal, without technical rules of

evidence, and each party aggrieved and or charged shall be entitled to be present in Person or by their attorney, and to be heard.

- 27) Any consent or approval given under these Rules and Regulations by any Person designated as manager or any Person or committee designated as being responsible for the enforcement of any of these Rules and Regulations, and or for the use of any common facility, shall be revocable at any time by the Board of Directors.
- 28) These Rules and regulations are subject to amendment by the Board of Directors and the promulgation of further Rules and Regulations by the Board of Directors and/or by the Association.
- 29) Main entry doors to the buildings shall not be propped or left open and unattended for any length of time
- 30) Any form of payment for dues, assessments, or fines that is returned for any reason (insufficient funds, etc) will result in a charge of \$75
- 31) Fire escapes are to always be kept clear. There is to be no congregating or storage of any type on the fire escapes.

The foregoing Rules and Regulations shall not apply to the Declarant, or the successors or assigns of the Declarant, until the Declarant has surrendered control of Windsor Warwick, A Condominium or control by the Declarant of, A Condominium has been terminated in the manner set forth in the Declaration of Condominium of Windsor Warwick, A Condominium and the By-Laws of the Association.

Windsor Warwick Condominiums

Homeowners Association Fine Schedule

Smoking/Vaping Violations

- \$250 for first violation
- \$500 for each subsequent violation

Garbage/Trash/Littering Violations

- \$50- First Violation
- \$75- Second and each succeeding violation

Patio/Deck/Windows Violations

- \$50- First violation and 72 hours to remedy
- Charged every 72 hours until violation is remedied

Pet Violations

- \$50 per occurrence of violation of Association Rules
- Charged every 72 hours until removal or remedy of violation

Noise Violations

- \$50- First violation
- \$75- Second and each succeeding violation

Vehicle and Parking Related Violations

- \$50- First Violation and 24 hours to remedy
- Charged every 24 hours until violation is remedied

Keys and Unit Access

- \$250- Failure to provide access
 - Owners are responsible to provide the HOA with a key or code to their respective unit(s)
 - It is the owner's responsibility to provide new key or code when changed

Police Calls

- \$75.00 — First offense
- \$150.00 — Second and each succeeding violation