

**AMENDED AND RESTATED BY-LAWS**  
**OF**  
*Windward Lakes Property Owners Association, Inc.*

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STATE OF ALABAMA     )  
COUNTY OF BALDWIN    )

**AMENDED AND RESTATED BY-LAWS**

**OF**

**WINDWARD LAKES PROPERTY OWNERS ASSOCIATION, INC.**

**THESE AMENDED AND RESTATED BY-LAWS** of Windward Lakes Property Owners Association, Inc., (hereinafter referred to as “By-Laws” or “Amended & Restated By-Laws”), are made on this the 24<sup>th</sup> day of June, 2021, by Windward Lakes Property Owners Association, Inc., (hereinafter referred to the “Declarant”), an Alabama Nonprofit Corporation, as amended, for the purpose of forming a property owners association and establishing certain rights, titles, easements, covenants, and/or restrictions to run with the subject property.

**R E C I T A L S:**

**WHEREAS**, Windward Lakes, A Subdivision, was originally created by that certain Declaration of Covenants, Conditions and Restrictions of Windward Lakes as Instrument No. 603209, on June 22, 2001, as well as the By-Laws of Windward Lakes Property Owners Association, Inc., as Instrument No. 603208 on June 22, 2001, being recorded in the records in the Office of the Judge of Probate of Baldwin County, Alabama. Windward Lakes, A Subdivision, collectively consists of ninety-five (95) residential Lots and Common Areas according to the Plats filed in the records in the Office of the Judge of Probate of Baldwin County, Alabama as Slides 1939A, 2135A and 2135B; and,

**WHEREAS**, Windward Lakes Property Owners Association, Inc. intends to impose these mutually beneficial Amended and Restated By-Laws for Windward Lakes Property Owners Association, Inc., with the desire to place certain requirements, covenants, restrictions, conditions, and reservations upon the Subdivision in accordance with a general scheme or plan in order to: (a) protect the Owners of each Lot of the Subdivision against improper use of surrounding Lots within the Subdivision as will depreciate the value of the property; (b) promote the creation of attractive, well-designed, properly proportioned, and appropriate homes of suitable materials with appropriate locations on said Lots; and, (c) in general, promote the best and most appropriate development and improvement of the Subdivision and each Lot thereon; and,

**WHEREAS**, Windward Lakes, A Subdivision, shall be subject to these covenants, conditions and restrictions of this Amended and Restated By-Laws; and,

**WHEREAS**, notice of the subject matter of this proposed revision and amendment was included in a notice of Annual Meeting given to all unit owners to be held on the 20<sup>th</sup> day of March, 2021, and

in the notice of Reconvened Annual Meeting held on the 8<sup>th</sup> day of May, 2021; and,

**WHEREAS**, the proposed revision and amendments were approved by the affirmative vote of not less than a majority of the Lot Owners of Windward Lakes Property Owners Association, Inc., cast in person or by proxy at said meeting.

**NOW, THEREFORE**, the Board of Directors and the Association, their successors and assigns, do hereby declare that all of the property described on the Plat of Windward Lakes, A Subdivision, as recorded in the Office of the Judge of Probate of Baldwin County, Alabama, in Slides 1939A, 2135A and 2135B, shall be held, sold, and conveyed subject to the following Amended and Restated By-Laws, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title, or interest in said Subdivision, or any party thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof:

**Article I**  
**Name and Location**

**1.01    Name and Location.** 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. Meetings of Members and Directors will be held in Orange Beach, Alabama as designated by the Board of Directors. By agreement of the Board of Directors, meetings of the Board may be held remote communication.

**Article II**  
**Definitions**

**2.01    Definitions.** The definitions shall have the same meanings as set forth in that Amended and Restated Declaration of Covenants, Conditions and Restrictions of Windward Lakes, as recorded simultaneously herewith, in the Office of the Judge of Probate, Baldwin County, Alabama, as may be amended from time to time.

**Article III**  
**Membership, Meeting of Members, Voting**

**3.01    Membership.** The Association shall have one (1) class of membership, as more fully set forth in the Declaration, the terms of which pertaining to membership are specifically incorporated herein by reference.

**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 due date on which it should regularly have been held but for such change.

**3.03 Annual Meetings.** Regular annual meetings of the Members shall be held on the 3rd Saturday of the month of March of each year in Orange Beach, Alabama. The annual meeting may be conducted via conference call or similar type of remote communication.

**3.04 Special Meetings.** Special meetings of the Members may be called at any time by the President or by a majority of the Board of Directors, or upon written request of one-fourth (¼) of all of Votes of the Association.

**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 (¼) 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 By-Laws. 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 By-Laws.

**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, or its designated agent. 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 an uneven number of Directors of not less than three (3) or more than seven (7). Each Director must be an Owner of record.

**4.02 Term of Office.** The Board of Directors shall serve a term of three (3) years, and said directors shall serve until their successors have been chosen and qualify.

**4.03 Removal.** Any Director may be removed from the Board, with or without cause, by a three-fourths ( $\frac{3}{4}$ ) 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/her 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 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 secret written ballot (unless dispensed with by unanimous consent). 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 cast shall be elected.

#### **Article VI** **Meetings of Directors**

**6.01 Regular Meetings.** Regular meetings of the Board of Directors shall be held at least twice yearly at such place and hour as may be fixed from time to time by resolution of the Board. Notice of Regular Meetings shall be provided to the Members. Members are excluded from Executive Sessions when called for discussion of confidential matters.

**6.02 Special Meetings.** Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors. Notice of Special Meetings shall be provided to the Members. Members are excluded from Executive Sessions when called for discussion of confidential matters.

**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 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 ( $\frac{1}{4}$ ) 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:

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

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

iii. 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 of record.

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.

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, 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 Owner of record 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, deeds 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 and proceedings of the Board and of the Members; 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 oversee receipt and deposit in appropriate bank accounts all monies of the Association and shall oversee disbursement of such funds as directed by resolution of the Board of Directors; shall sign and/or oversee all checks and promissory notes of the Association; keep proper books of account; shall oversee the preparation of 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 Committees.** 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 Books and Records.** 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 By-Laws of the Association shall be available for inspection by any Member at the accounting office of the Association, where copies may be purchased at reasonable cost.

**Article XI**  
**Assessments**

**11.01 Assessments.** 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 be assessed a late fee as determined by the Board of Directors, as well as bear interest from the date of delinquency at the rate of up to eighteen percent (18%) 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 Seal.** The Association may 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 Amendment.** The Association shall have the right to alter, amend or repeal these By-Laws by the affirmative vote of all Members to which at least two-thirds ( $\frac{2}{3}$ ) of the votes in the Association are allocated. Notice of the subject matter of any proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

**13.02 Conflict.** In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration, and any amendments thereto, shall control.

**Article XIV**  
**Miscellaneous**

**14.01 Fiscal Year.** The fiscal year of the Association shall begin on the first (1<sup>st</sup>) day of January and end on the 31<sup>st</sup> day of December every year.

**IN WITNESS WHEREOF,** Windward Lakes Property Owners Association, Inc. has caused these Amended and Restated By-Laws to be executed this 24<sup>th</sup> day of June, 2021.

WINDWARD LAKES PROPERTY  
OWNERS ASSOCIATION, INC.

  
BY: BARBARA VANCE, Its President

ATTESTED:

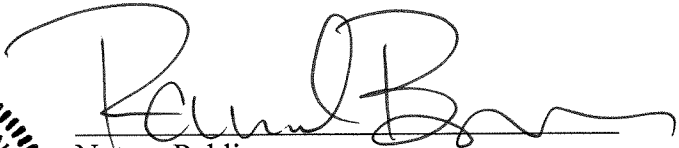
  
BY: DAWN GREGERSON, Its Secretary

STATE OF ALABAMA     )  
COUNTY OF BALDWIN    )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certifies that BARBARA VANCE, whose name as President of Windward Lakes Property Owners Association, Inc., an Alabama Nonprofit Corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation on the day the same bears date.

Given under my hand and seal this the 24<sup>th</sup> day of June, 2021.

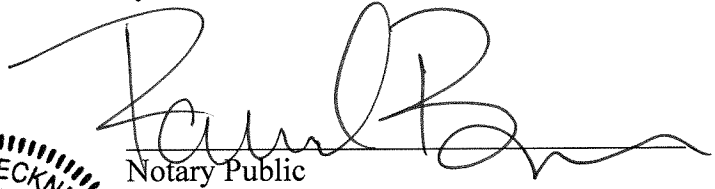
My Commission Expires:

  
  
Notary Public

STATE OF ALABAMA     )  
COUNTY OF BALDWIN    )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certifies that DAWN GREGERSON, whose name as Secretary of Windward Lakes Property Owners Association, Inc., an Alabama Nonprofit Corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation on the day the same bears date.

Given under my hand and seal this the 24<sup>th</sup> day of June, 2021.

  
Notary Public

My Commission Expires: 11-20-2022

