

**RESTATED ARTICLES OF
INCORPORATION**

**BYLAWS OF WYNLAKES RESIDENTIAL
HOMEOWNERS ASSOCIATION, INC.**



**BYLAWS OF WYNLAKES RESIDENTIAL
HOMEOWNERS ASSOCIATION, INC.**

- I. NAME, MEMBERSHIP, APPLICATION & DEFINITIONS
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AMENDED
BY-LAWS OF
WYNLAKES RESIDENTIAL HOMEOWNERS ASSOCIATION, INC.
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AMENDED
BY-LAWS
OF
WYNLAKES RESIDENTIAL HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME, MEMBERSHIP, APPLICABILITY, AND DEFINITIONS

1.01 Name. The name of the Association shall be Wynlakes Residential Homeowners Association, Inc., (hereinafter referred to as the "Association").

1.02 Principal Office. The principal office of the Association shall be located in Montgomery County, Alabama.

1.03 Definitions. The words used in these By-Laws shall have the same meaning as set forth in that Amended Declaration of Covenants, Conditions, and Restrictions for Wynlakes Residential Homeowners, Inc., (said Declaration, as amended, renewed, or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), unless the context shall prohibit such meaning.

ARTICLE II

ASSOCIATION: MEETINGS, QUORUM, VOTING, PROXIES

2.01 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.

2.02 Place of Meetings. Meetings of the Association shall be held at such suitable place convenient to the Voting Members as may be designated by the Board of Directors either within the Properties or as convenient thereto as possible and practical.

2.03 Annual Meetings. The first meeting of the Association, whether a regular or special meeting, shall be held within one (1) year from the date of incorporation of the Association. Meetings of the Association shall be of the Voting Members or their alternates, and the voting rights of all Members shall be exercised through the Voting Member representing the Neighborhood within which a member's Unit is located. The next annual meeting shall be set by the Board so as to occur within thirteen months after the initial annual meeting. Subsequent regular annual meetings of the Voting Members shall be held within thirty (30) days of the same day of the same month of each year thereafter at an hour set by the Board. Subject to the foregoing, the annual meeting of the Association shall be held at a date and time as set by the Board of Directors.

2.04 Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a majority of a quorum of the Board of Directors or upon a petition signed by Voting Members representing at least ten percent (10%) of the total votes of the Association. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

2.05 Notice of Meetings. Written or printed notice stating the place, day, and hour of any meeting of the Association shall be delivered, either personally or by mail, to each Voting Member entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Voting Member at his address as it last appeared on the records of the Association, with postage thereon prepaid.

2.06 Waiver of Notice. Waiver of notice of meeting of the Association shall be deemed the equivalent of proper notice. Any Voting Member may, in writing, waive notice of any meeting of the Voting Members, either before or after such meeting. Attendance at a meeting by a Voting Member, shall be deemed waiver by such Voting Member of notice of the time, date, and place thereof, unless such Voting Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all

business transacted thereat unless objection to the calling or convening of the meeting at which proper notice was not given, is raised before the business is put to a vote.

2.07 Adjournment of Meetings. If any meetings of the Association cannot be held because a quorum is not present, a majority of the Voting Members who are present at such meeting, either in person or by his or her alternate, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for the adjourned meeting is not fixed by those in attendance at the original meeting, or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to Voting Members in the manner prescribed for regular meetings.

The Voting Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Voting Members to leave less than a quorum, provided that at least twenty-five percent (25%) of the total votes of the Association remain present in person, and provided further that any action taken shall be approved by at least a majority of the Voting Members required to constitute a quorum.

2.08 Voting. The voting and membership rights of the Members shall be as set forth in the Declaration, and such voting and membership rights provisions are specifically incorporated herein.

2.09 Proxies. Voting Members may not vote by proxy but only in person or through the alternate Voting Member.

2.10 Majority. As used in these By-Laws, the term "majority" shall mean those votes, Owners, or other group as the context may indicate, totaling more than fifty percent (50%) of the total number of votes in both Class A and Class B membership.

2.11 Quorum. Except as otherwise provided in these By-Laws or in the Declaration, the presence in person or by alternate of the Voting Members representing one-third (1/3) of the Association shall constitute a quorum at all meetings of the Association. However, until Class "B" membership converts to Class "A" membership, a quorum will not exist without the presence of Declarant, his heirs, successors and assigns. For so long as Declarant, his

heirs, successors or assigns is the owner of any Unit within the Total Property, Declarant shall be given written notice of all meetings and proposed actions of the Association by certified mail, return receipt requested, or by personal delivery at the address he has registered with the secretary of the Association as it may change from time to time. Declarant or his designated representative shall be given the opportunity at any such meeting to join in discussion from the floor of any prospective action, policy or program to be implemented by the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein.

2.12 Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring thereat.

2.13 Action Without A Meeting. Any action required by law to be taken at a meeting of the Association, or any action which may be taken at a meeting of the Association, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Voting Members entitled to vote with respect to the subject matter thereof, and such consent shall have the same force and effect as a unanimous vote of the Association.

ARTICLE III

BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS

A. Composition and Selection.

3.01 Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors. Except as provided in Section 3.02 of this Article, the Directors shall be Members, spouses of such Members or officers of corporate Members; provided, however, no person and his or her spouse may serve on the Board at the same time, and only one officer of a corporate Member may serve on the Board at the same time.

3.02 Number of Directors. The number of Directors in the Association initially shall be three (3). The initial Directors shall be selected by the Declarant acting in his sole discretion and shall serve at the pleasure of the Declarant. The Directors selected by the Declarant need not be Owners or residents, but all other Directors must be Members of the Association.

At such time when twenty percent (20%) of the total number of Units shown in the Master Land Use Plan have been sold, the Board of Directors shall be increased to a total of five (5) members, with one (1) Director being elected by the Class "A" Members of the Association through their Voting Members and the remaining four (4) Directors being appointees of the Declarant. At such time when forty percent (40%) of the Units are sold, two (2) Directors of the five (5) member Board shall be elected by the Class "A" Members through their Voting Members and the remaining three Directors shall be appointed by the Declarant.

Within ninety (90) days after the termination of the Class "B" membership, the number of Directors shall be increased so that each District shall be represented by at least one (1) Director who shall be a resident of the District he or she represents and shall be elected solely by the Voting Members within that District.

The Board of Directors will be determined by the total number of Units within the District as that term is defined in the Declaration of Covenants, Conditions and Restrictions for Wynlakes. Each District through its Voting Members shall be entitled to elect Directors according to the following formula: The total number of Units in the District shall be divided by the total number of Units within the Properties. The resulting fraction shall be converted to a percentage. That District shall then be entitled to elect a specific number of Directors as shown on the following table:

0-15%	District elects one (1) Director
16-30%	District elects two (2) Directors
31-45%	District elects three (3) Directors
46-60%	District elects four (4) Directors

3.03 Nomination of Directors. Except with respect to Directors selected by the Declarant, nominations for election to the Board of Directors shall be made by the Voting Members in the District. The District shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but in no event less than the number of vacancies or terms to be filled in accordance with Section 3.02. Nominations shall not be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the Voting Members and to solicit votes.

3.04 Election and Term of Office. Notwithstanding any other provisions contained herein:

(a) Within thirty (30) days after the time Class "A" Members other than the Declarant own at least twenty percent (20%) of the Units permitted in the Master Land Use Plan for the property described in Exhibit "A", or whenever the Declarant earlier determines, the Association shall call a special meeting to be held at which Voting Members other than the Declarant shall elect one of the Directors from the Association at large. The Director so elected shall not be subject to removal by the Declarant acting alone and shall be elected for the shortest term available.

Within thirty (30) days after the time Class "A" Members other than the Declarant own at least forty percent (40%) of the Units permitted in the Master Land Use Plan for the Property described in Exhibit "A", or whenever the Declarant earlier determines, the Association shall call a special meeting to be held at which Voting Members other than the Declarant shall elect two (2) of the Directors from the Association at large. The Directors so elected shall not be subject to the removal by the Declarant acting alone and shall be elected for the shortest terms available.

(b) Within ninety (90) days after the termination of the Class "B" membership Directors shall be elected by the Voting Members and at each annual membership of the meeting thereafter.

The initial terms of the Directors shall be fixed at the time of their election as they among themselves shall determine, but no term shall be longer than three years. The initial Directors may serve successive terms.

After turnover, Directors shall serve for one year and may be elected for successive one year terms. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Voting Members.

3.05 Removal of Directors and Vacancies. Directors may be removed for cause or for no cause. Any Director whose removal is sought will be given notice prior to any meeting called for that purpose. A Director who was elected solely by the votes of Voting Members other than the Declarant may be removed from office prior the expiration of his or her term by the votes of a majority of those Voting Members who elected the Director. As long as there is a Class "B" Member, any Director appointed by the Declarant may only be removed by the Declarant. After the termination of the Class "B" status, a Director appointed by the Declarant may be removed by a vote of seventy-five percent (75%) of the votes of the Association.

In the event of death or resignation of a Director, his or her successor shall be selected by a majority of the remaining members of the Board and shall serve for the unexpired term of the predecessor.

B. Meetings.

3.06 Organization Meetings. The first meeting of the members of the Board of Directors following each annual meeting of the Association shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

3.07 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Notice of the time and place of the meeting shall be communicated to Directors not less than two (2) days prior to the meeting, provided, however, notice of a meeting need not be given to any Director who has signed a waiver of notice of a written consent to holding of the meeting.

3.08 Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President or by a majority of the Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Director by one of the following methods: (a) personal delivery; (b) written notice by first class mail, postage prepaid; (c) telephone communication, either directly to the Director or to a person at the Director's office or home who would reasonably be expected to communicate such notices promptly to the Director; or (d) telegram, charges prepaid. All such notices shall be given at the Director's telephone number or sent to the Director's address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, or telegraph shall be delivered, telephoned, or given to the telegraph company at least twenty-four (24) hours before the time set for the meeting.

3.09 Waiver of Notice. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice

or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

3.10 Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for that meeting.

3.11 Adjourned Meetings. If any meetings of the Board of Directors cannot be held because a quorum is not present, a majority of the members of the Board who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time such meeting was originally called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

3.12 Compensation. No Director shall receive any compensation from the Association for acting as such unless approved by a majority vote of the Voting Members representing fifty-one (51%) of the total membership of the Association at a regular or special meeting of the Association.

3.13 Conduct of Meeting. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book of the meetings, recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings.

3.14 Action Without a Formal Meeting. Any action to be taken at a meeting of the Directors or any action that may be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors, and such consent shall have the same force and effect as a unanimous vote.

C. Powers and Duties

3.15 Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration, Articles, or these By-Laws directed to be done and exercised exclusively by the members.

The Board of Directors shall delegate to one of its members the authority to act on behalf of the Board of Directors on all matters relating to the duties of the Managing Agent or Manager, if any, which might arise between meetings of the Board of Directors.

In addition to the duties imposed by these By-Laws or by any resolution of the Association that may be hereafter adopted, the Board of Directors shall have the power to and be responsible for the following, in way of explanation, but not limitation:

(a) preparation and adoption of an annual budget in which there shall be established the contribution of each Owner to the Common Expenses;

(b) making assessments to defray the Common Expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment, provided, unless otherwise determined by the Board of Directors, the annual assessment against the proportionate shares of the Common Expenses shall be payable in equal quarterly installments, each such installment to be due and payable in advance on the first day of the month for such quarter unless otherwise provided by the Board.

(c) providing for the operation, care, upkeep, and maintenance of all of the Area of Common Responsibility;

(d) designating, hiring, and dismissing the personnel necessary for the maintenance, operating, repair, and replacement of the Association, its property, and the Area of Common Responsibility and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;

(e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association; the reserve fund may be deposited, in the Directors' best business judgment, in depositories other than banks;

(f) making and amending rules and regulations;

(g) opening of bank accounts on behalf of the Association and designating the signatories required;

(h) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area in accordance with the other provisions of the Declaration and these By-Laws after damage or destruction by fire or other casualty;

(i) enforcing by legal means the provisions of the Declaration, these By-Laws, and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

(j) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

(k) paying the cost of all services rendered to the Association or its Members and not chargeable to Owners;

(l) keeping books with detailed accounts of receipts and expenditures the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred. The said books and vouchers accrediting the entries thereupon shall be available for examination by the Owners and the Mortgagees, their duly authorized agents, accountants, or attorneys, during general business hours on working days at the time and in a manner that shall be set and announced by the Board of Directors for the general knowledge of the Owners. All books and records shall be kept in accordance with generally accepted accounting practices;

(m) make available upon request to any prospective purchaser of a Unit, any Owner of a Unit, any first Mortgagee, or the holders, insurers, and guarantors of a first Mortgage on any Unit, current copies of the Declaration, the Articles of Incorporation, the By-Laws, rules governing the Unit and, as it may apply, the Land Segment, or any Neighborhood, or other Residential Association, and all other books, records, and financial statements of the Association;

(n) permit utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Project;

(o) maintain Vaughn Road berm in accordance with an agreement with Dixie Electric Cooperative which is more fully explained in Exhibit "A" and which is attached hereto and incorporated herein by reference.

(p) enter into contracts for monitoring security, medical or fire protection or for providing other services for the Units within the Properties;

(q) interpret the Declaration and the By-Laws.

3.16 Management Agent.

(a) The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the managing agent or manager, subject to the Board's supervision, all of the powers granted to the Board of Directors by these By-Laws, other than the powers set forth in subparagraphs (a), (b), (f), (g), and (i) of Section 3.15 of this Article. The Declarant, or an affiliate of the Declarant, may be employed as managing agent or manager.

(b) No management contract may have a term in excess of one (1) year and must permit termination by either party without cause and without termination fee on ninety (90) days' or less written notice.

3.17 Accounts and Reports. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

(a) accrual accounting, as defined by generally accepted accounting principles, shall be employed;

(b) accounting and controls should conform with established AICPA guidelines and principles, which require without limitation, (i) a segregation of accounting duties, (ii) disbursements by check requiring two (2) signatures, and (iii) cash disbursements limited to amounts of Twenty-Five Dollars (\$25.00) and under);

(c) cash accounts of the Association shall not be commingled with any other accounts;

(d) no remuneration shall be accepted by the Management Agent from vendors, independent contractors, or otherwise providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; any thing of value received shall benefit the Association.

(e) any financial or other interest which the Management Agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors; and

(f) commencing at three months after which the first Unit is sold and closed, quarterly financial reports shall be prepared for the Association containing:

(i) an Income Statement reflecting all income and expense activity for the preceding three (3) months on an accrual basis;

(ii) an Account Activity Statement reflecting all receipt and disbursement Activity for the preceding three (3) months on an accrual basis;

(iii) an Account Status Report reflecting the status of all accounts in an "actual" versus "approved" budget format with a Budget Report reflecting any actual or pending obligations which are in excess of budgeted amounts by an amount exceeding the operating reserves or ten percent (10%) of a major budget category (as distinct from a specific line item in an expended chart of accounts);

(iv) a Balance Sheet of an accounting date which is the last day of the month closest in time to three (3) months from the date of closing of the first sale of a Unit in the project, and an Operating Statement for the period from the date of the first closing to the said accounting date, which shall be distributed within sixty (60) days after the accounting date;

(v) a Balance Sheet as of the last day of the Association's fiscal year and an Operating Statement for said fiscal year, which shall be distributed within ninety (90) days after the close of a fiscal year;

(vi) a Delinquency Report listing all Owners who have been delinquent during the preceding quarter in paying assessments and who remain delinquent at the time of the report and describing the status of any action to collect such installments which remain delinquent. (A quarterly installment of the assessment shall be considered to be delinquent on the fifteenth (15th) day of each month, following the end of the quarter); and

(vii) an annual report consisting of at least the following shall be distributed within one hundred twenty (120) days after the close of the fiscal year; (1) a balance sheet as of the end of the fiscal year; (2) an operating (income) statement for the fiscal year; and (3) a statement of changes in financial position for the fiscal year. Ordinarily, the annual report referred to above shall be prepared by an independent accountant for any fiscal year in which the gross income to the Association exceeds Seventy-Five Thousand Dollars (\$75,000). If said report is not prepared by an independent accountant, it shall be accompanied by the certificate of an authorized officer of the Association that the statements were prepared without audit from the books and records of the Association.

3.18 Borrowing. The Board of Directors shall have the power to borrow money for the purpose of repair or restoration of the Common Area and facilities without approval of the Members of the Association; provided, however, the Board shall obtain membership approval in the same manner provided in Section 10.03 of the Declaration for Special Assessments in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities, and the total amount of such borrowing exceeds or would exceed five percent (5%) of the budgeted gross expenses of the Association for that fiscal year.

3.19 Rights and Limitations of the Association. With respect to the Common Areas or other Association responsibilities, and in accordance with the Articles of Incorporation and By-Laws of the Association, the Association shall have the right to contract with any person for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Association to enter into common management, operational or other agreements with trusts, condominiums, cooperatives, or neighborhood and other homeowners or residential associations, both within and without the Properties. Such agreements shall require the consent of two-thirds (2/3) of the total votes of the Directors of the Association. Upon the termination of the Class "B" membership, the Association shall not be bound, either directly or indirectly, to any agreement (including management contracts) unless both parties to the agreement have the right, upon ninety (90) days or less written notice, to terminate such agreement without cause and without penalty at any time after the termination of the Class "B" membership.

3.20 Hearing Procedure. The Board shall not impose a fine or suspend voting rights unless and until the following procedure is followed:

(a) Demand. Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying:

- (i) the alleged violation;
- (ii) the action required to abate the violation; and

(iii) a time period, not less than ten (10) days, during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of a sanction after notice and hearing if the violation is not continuing.

(b) Notice. At any time within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty or if the same rule is subsequently violated, the Board or its delegate shall serve the violator with written notice of a hearing to be held by the Covenants Committee (as described in Section 5.02 hereof) in executive session. The notice shall contain:

- (i) the nature of the alleged violation;
- (ii) the time and place of the hearing, which time shall not be less than ten (10) days from the giving of the notice;
- (iii) an invitation to attend the hearing and produce any statement, evidence, and witness on his or her behalf,
- (iv) the proposed sanction to be imposed.

(c) Hearing. The hearing shall be held in executive session pursuant to this notice affording the Member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, Director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

(d) Appeal. Following a hearing before the Covenants Committee, the violator shall have the right to appeal the decision to the Board of Directors. To perfect this right, a written notice of appeal must be received by the Manager, President, or Secretary of the Association within thirty (30) days after the hearing date.

ARTICLE IV

OFFICERS

4.01 Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer. No more than two officers shall come from one district. The Board of

Directors may elect such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two or more offices may be held by the same person, excepting the offices of President and Secretary.

4.02 Election, Term of Office, and Vacancies. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Voting Members. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

4.03 Removal. Any officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby.

4.04 Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board of Directors. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

4.05 Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the 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.

4.06 Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two (2) officers or by the President or by such other person or persons as may be designated by resolution of the Board of Directors.

ARTICLE V

COMMITTEES

5.01 General. Committees to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum

is present are hereby authorized. Such committees shall perform such duties and have such powers as may be provided in the resolution. Each committee shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

5.02 Covenants Committee. The Board of Directors shall appoint a Covenants Committee consisting of at least three (3) and no more than seven (7) members. Acting in accordance with the provisions of the Declaration, these By-Laws, and resolutions the Board may adopt, the Covenants Committee shall be the hearing tribunal of the Association.

5.03 Neighborhood Committees. In addition to other committees, as provided in Section 5.01 of this Article, there shall be Neighborhood Committees for each of the Neighborhoods contained on the Properties. Each Neighborhood Committee shall consist of three (3) members; provided, however, by vote of at least fifty percent (50%) of the Members of the Neighborhood, this number may be increased to five (5). Neighborhood Committees shall be appointed and elected in the manner provided for Directors in Section 3.02 and 3.03 hereof. Any Director elected from a Neighborhood shall be an ex officio member of the Committee. It shall be the responsibility of the Neighborhood Committee to nominate Directors and to determine the nature and extent of services, if any, to be provided to the Neighborhood by the Association in addition to those provided to all Members of the Association in accordance with the Declaration.

In the conduct of its duties and responsibilities, each Neighborhood shall comply with Sections 3.04 through 3.13 of these By-Laws. Each Committee shall elect a chairman from among its members who shall preside at its meetings and who shall be responsible for transmitting any and all communications to the Board of Directors.

There shall be Neighborhood Committees within a District and a Neighborhood is subject to all the provisions of this Article V.

ARTICLE VI

MISCELLANEOUS

6.01 Fiscal Year. The initial fiscal year of the Association shall be set by resolution of the Board of Directors.

6.02 Parliamentary Rules. Except as may be modified by Board resolution establishing modified procedures, Robert's Rules of Order (current edition) shall govern the conduct of the Association proceedings when not in conflict with Alabama law, the Articles of Incorporation, the Declaration, or these By-Laws.

6.03 Conflicts. If there are conflicts or inconsistencies between the provisions of Alabama law, the Articles of Incorporation, the Declaration, and these By-Laws, the provisions of Alabama law, the Declaration, the Articles of Incorporation, and the By-Laws (in that order) shall prevail.

6.04 Books and Records.

(a) Inspection by Members and Mortgagees. The Declaration and By-Laws, membership register, books of account, and minutes of meetings of the Association, the Board, and committees shall be made available for inspection and copying by any Mortgagee, Member of the Association, or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a Member at the office of the Association or at such other place within the Properties as the Board shall prescribe.

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to:

- (i) notice to be given to the custodian of the records;
- (ii) hours and days of the week when such an inspection may be made; and
- (iii) payment of the cost of reproducing copies of documents requested.

(c) Inspection by Directors. Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and a copy of relevant documents at the expense of the Association.

(d) Financial Statement. Upon written request, an eligible holder of a first mortgage of any Unit shall be entitled to receive a financial statement of the Association for the immediately preceding fiscal year.

6.05 Notice. Unless otherwise provided in these By-Laws, all notice, demands, bills, statements, or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by first class mail, with postage prepaid.

(a) if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Unit of such Owner; or

(b) if to the Association, the Board of Directors, or the Management Agent, at the principal office of the Association or the Management Agent, if any, or at such other address as shall be designated by the notice in writing to the Owners pursuant to this Section.

6.06 Amendment. So long as there is a Class "B" membership, these By-Laws may be amended by the Board of Directors with the approval of the Veteran's Administration. However, the percentage of votes necessary to amend a specific clause or provision shall not be less than the prescribed percentage of affirmative votes required for action to be taken under the clause.

IN WITNESS WHEREOF, Wynlakes Residential Homeowners Association, Inc. has caused these By-Laws to be executed by James W. Wilson, Jr., as its President, and attested to by Carl J. Bartlett, Jr., as its Secretary, on this the _____ day of _____, 1986.

WYLAKES RESIDENTIAL HOMEOWNERS ASSOCIATION, INC.

BY: _____
James W. Wilson, Jr.
As its President

ATTEST

BY: _____
Carl J. Bartlett, Jr.
As its Secretary

STATE OF ALABAMA)
MONTGOMERY COUNTY)

I, _____, Notary Public in and for said County in said State, hereby certify that James W. Wilson, Jr. and Carl J. Bartlett, Jr., whose names as President and Secretary, respectively, of Wynlakes Residential Homeowners Association, Inc., a corporation, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this _____ day of _____, 1986

(NOTARIAL SEAL)

Notary Public
My Commission Expires: _____

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting secretary of the Wynlakes Residential Homeowners Association, Inc., an Alabama corporation, and

That the foregoing By-Laws constitute the Amended By-Laws of said Association, as duly adopted by the members at a meeting of the said Homeowners Association, held on the _____ day of _____, 1986.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this _____ day of _____, 1986.

Carl J. Bartlett, Jr. - Secretary

EXHIBIT "A"
MAINTENANCE OF VAUGHN ROAD BERM

The Association is aware that the berm paralleling Vaughn Road at the main entrance to the Association's subdivision has electrical cable and related devices buried within, under or near the berm. Dixie Electric Cooperative ("Dixie") furnishes electric service to the subdivision and is responsible for the installation, operation and maintenance of the electrical service facilities in, under or near the berm. The berm was placed on a portion of an easement previously dedicated for the installation of electric distribution and service facilities. Dixie has agreed to permit the berm on its easement and to pay any costs in connection with the installation, operation and maintenance of its electric distribution system in, under or near the berm to the extent that such costs are created by the existence of the berm without any plantings and shrubbery on the berm. Consequently, the Association will assume any expense created by damage to Dixie's electric distribution system resulting from the planting or existence of plantings and shrubbery on the berm, such as damage resulting from root growth or intrusion. In addition, the Association will assume responsibility for the cost and actual work of replacing or replanting any plantings or shrubbery on the berm damaged or removed as a result of the installation, operation or maintenance of Dixie's electric distribution system in, under or near the berm.