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**AMENDMENT TO THE BYLAWS OF  
WIND DRIFT OWNERS' ASSOCIATION, INC.**

WHEREAS, the Bylaws of Wind Drift Owners' Association, Inc. dated May 30, 1984 and recorded in Miscellaneous Book 49, Page 1390, et. seq., of the records in the office of the Judge of Probate of Baldwin County, Alabama, as amended; and,

WHEREAS, the owners of the units of Wind Drift at Perdido Key, a Condominium, do wish to amend and revise the Bylaws of Wind Drift Owners' Association, Inc., according to Article X of said Bylaws; and,

WHEREAS, notice of the subject matter of this proposed revision was included in a notice of a general meeting given to all unit owners held on the 23<sup>rd</sup> day of April, 2005; and,

WHEREAS, a Resolution having been adopted and approved prior to that time, by a majority of the Board of Directors proposing the revision given below; and,

WHEREAS, said proposed revision was approved by seventy five percent (75%) of the votes of the unit owners according to their proportional ownership and by fifty one percent (51%) of the mortgagees who are the holders of first mortgages on the units;

THEREFORE, THE BYLAWS OF WIND DRIFT OWNERS' ASSOCIATION, INC. SHALL BE AMENDED AS FOLLOWS:

Article I is hereby amended to read as follows:

I. Identity. *These are the Bylaws of:*

*Wind Drift Owners' Association, Inc., is a non-profit incorporated association under the provisions of the Alabama Non-Profit Corporation Act. Wind Drift Owners' Association, Inc. is hereby referred to as the "Association" and is a condominium association as referred to as authorized by the Code of Alabama, 1975, §35-8A-101, et. seq., otherwise known as the Alabama Uniform Condominium Act of 1991.*

A. Office. *The office of the Association shall be:*

*28783 Perdido Beach Boulevard, Orange Beach, Alabama*

36561, or such other place as may be fixed by the Board of Directors.

Article II, Sub-Paragraph A is hereby amended to read as follows:

- A. Qualification. *The membership shall consist of the owners of record of condominium units (hereinafter called "Units") as dedicated by the Condominium Declaration.*

Article II, Sub-Paragraph C is hereby amended to read as follows:

- C. Voting Rights. *Voting shall be on a percentage basis and the percentage of the vote to which a member is entitled is the percentage assigned to the unit of which the member is the owner, as stated in the Declaration of Condominium.*

Article III, Sub-Paragraph A, the first paragraph is hereby amended to read as follows:

III. Members Meetings.

- A. Annual Members' Meetings. *The annual members' meetings shall be held at the time and place as may be fixed by the Board of Directors.*

Article III, Sub-Paragraph B is hereby deleted.

Article IV, Sub-Paragraph B.1 is hereby deleted.

Article IV, Sub-Paragraph C.1 is hereby amended to read as follows:

1. *To exercise all of the powers of the Association with respect to the operation and regulation of the condominium project which are conferred upon the Board by the Alabama Uniform Condominium Act of 1991 or which may be conferred upon the Board by these Bylaws pursuant to such Act, and to exercise all of the powers of the Association which are conferred upon it by law and by its Articles of Incorporation.*

Article IV, Sub-Paragraph C.11 is hereby amended to read as follows:

11. *To take appropriate action to enforce the provisions of the Condominium*

*Declaration, the Rules and Regulations, and the Bylaws, pursuant to Article Twenty of the Declaration of Condominium, pursuant to the Alabama Uniform Condominium Act of 1991, and pursuant to the general law of Alabama. In connection with the same, the Board is authorized to file or defend appropriate suits or request for arbitration filed under any of said instruments, acts or provided for the laws of Alabama.*

Article V, Sub-Paragraph B is hereby deleted.

Article VI, Sub-Paragraph C is hereby amended to read as follows:

- C. Assessments for recurring expenses. *Assessments for recurring common expenses shall be made for the calendar year annually in advance, on or before December 20<sup>th</sup> preceding the year for which the assessments are made. The Board shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the common areas which the Association may be obligated to maintain, and such maintenance funds reserved may, from time to time, be increased or reduced at the discretion of the Board. The proportionate interest of each unit owner in said Fund cannot be withdrawn or separately assigned but shall be deemed to be transferred with such unit even though not expressly mentioned or described in the conveyance thereof. In case the condominium regime hereby created shall be terminated any part of the said Fund remaining after full payment of all common expenses of the Association shall be distributed to all unit owners in their respective proportionate shares. Such assessments shall be due in monthly installments on the 1<sup>st</sup> day of each month of the year for which the assessments are made. If such annual assessment is not made as required, an installment in the amount required by the last prior assessment shall be due upon each installment payment date until changed by a new assessment. The total of the assessments for recurring common expenses shall not be more than one hundred twenty percent (120%) of the assessments for this purpose for the prior year unless approved in writing by unit owners entitled to cast a majority of the votes in the Association. In the event such an annual assessment proves to be insufficient, it may be amended at any time after approval in writing by unit owners entitled to cast a majority of the votes in the Association, and the amended assessment for the remaining portion of the calendar year shall be due at the time the next monthly installment is due. The first assessment shall be determined by the Board of*

*Directors of the Association.*

Article VI, Sub-Paragraph D is hereby amended to read as follows:

- D. Assessments for capital improvements. Upon written notice to all the unit owners and upon approval in writing by unit owners entitled to cast a majority of the votes in the Association, the Board may establish and maintain one (1) or more capital reserve accounts, by the assessment of an payment by all the unit owners in equal monthly installments of their respective proportionate shares of such reasonable annual amount, for such term of years, as the Board may estimate as needed to cover each unit owner's obligations to provide for specified capital improvements, such as, by way of illustration and not limitation, the purchase of additional property, the paving or repaving of streets and areas, the construction or reconstruction of common elements and the like. Each such capital reserve account shall be earmarked, segregated from other accounts, and designated for the specific capital reserve account for which the assessment is made, and the funds of each such capital reserve account shall not be commingled with the general assessment funds of the Association but shall be deposited in a special account similarly earmarked and designated. The proportionate interest of each unit owner in each such capital reserve account cannot be withdrawn or separately assigned but shall be deemed to be transferred with such unit even though not expressly mentioned or described in the conveyance thereof. In case the condominium regime hereby created shall be terminated, any part of each such capital reserve account remaining after full payment of all common respective proportionate shares.

Article VII, Sub-Paragraph F.2 is hereby deleted.

Article VIII is hereby deleted.

IN WITNESS WHEREOF, the said Wind Drift Owners' Association, Inc., an Alabama Non-Profit Corporation, has caused this Amendment to the Bylaws of Wind Drift at Perdido Key, a Condominium, to be executed on its behalf and its corporate seal to be affixed hereto by its officers thereunto duly authorized this the 24<sup>TH</sup> day of OCTOBER, 2005.

WIND DRIFT OWNERS' ASSOCIATION, INC.  
An Alabama Non-Profit Corporation

BY: *Jack McGuire*  
JACK McGUIRE, Its President

Attest:

BY: *Caroline Smith*  
CAROLINE SMITH, Its Secretary

STATE OF ALABAMA )

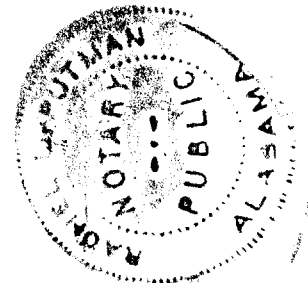
COUNTY OF BALDWIN )

I, the Undersigned, a Notary Public in and for said State and County, hereby certify that JACK McGUIRE whose name is as President of WIND DRIFT OWNERS' ASSOCIATION, INC., an Alabama Non-Profit Corporation, is signed to the foregoing Amendment to the Articles of Incorporation, and who is known to me, acknowledged before me on this date that being informed of the contents of said Amendment, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the date the same bears date.

Given under my hand and seal on this the 24<sup>th</sup> day of OCTOBER, 2005.

*Raeul Pugh*  
NOTARY PUBLIC

My Commission Expires: 10-03-06



STATE OF ALABAMA )

COUNTY OF BALDWIN )

I, the Undersigned, a Notary Public in and for said State and County, hereby certify that CAROLINE SMITH whose name is as Secretary of WIND DRIFT OWNERS' ASSOCIATION, INC., an Alabama Non-Profit Corporation, is signed to the foregoing Amendment to the Articles of Incorporation, and who is known to me, acknowledged before me on this date that being informed of the contents of said Amendment, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the date the same bears date.

Given under my hand and seal on this the 24TH day of OCTOBER, 2005.

Raeuel Putnam  
NOTARY PUBLIC

My Commission Expires: 100306



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

2006 March - 1 1:41PM

Instrument Number 958817 Pages 6  
Recording 18.00 Mortgage  
Deed Min Tax  
Index DP 5.00  
Archive 5.00  
Adrian T. Johns, Judge of Probate