

EXHIBIT E

BALDWIN COUNTY, ALABAMA  
HARRY D'OLIVE, JR. PROBATE JUDGE  
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SECOND AMENDED BY-LAWS  
OF  
PHOENIX V ASSOCIATION, INC.



1. IDENTITY.

These are the By-Laws of Phoenix V Association, Inc., a nonprofit corporation organized pursuant to the Alabama Nonprofit Corporation Act and the Uniform Condominium Act of 1991, Code of Alabama, §§ 10A-3-1, et seq. and 35-8A-101 et seq., respectively, as amended (collectively the "Acts"), for the purpose of administering Phoenix V, a condominium, located in Baldwin County, Alabama, created by that certain Declaration of Condominium of Phoenix V, A Condominium, recorded in the Office of the Judge of Probate for Baldwin County, Alabama (the "Declaration")<sup>1</sup>.

.1. The Office of the Association shall be at 24400 Perdido Beach Boulevard, Orange Beach, Alabama 36561.

.2. The fiscal year of the Association shall be such as may from time to time be established by the Association.

2. MEMBERS' MEETINGS.

.1. Deleted.

.2. Date. The annual meeting of the unit owners shall be held at 9:00 A.M., local time, on the third Saturday of October of each year for the purpose of electing Directors and transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day following that is not a legal holiday.

.3. 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 such 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

<sup>1</sup> Any undefined capitalized term used herein have shall have the meaning ascribed thereto as set forth in the Declaration.

the holding of such meeting; and further provided that each annual meeting of members shall be held within one (1) month of the date on which it should regularly have been held but for such change.

.4. Special Member Meetings. Special members' meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast twenty (20%) percent of the votes in the Association.

.5. Notice. Notice of all members' meetings stating the time and place and the objects for which a meeting is called shall be given by the President or Vice President or Secretary unless waived. Such notice shall be to each member at his U. S. postal service address or electronic mail address as it appears on the books of the Association and shall be issued not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such issuance of notice shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings.

.6. Voting. 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.

Votes may be cast by written or electronically recorded ballot or a combination of written and electronic balloting. In the event that the Board of Directors determines that electronic ballots are to be used, the Association shall procure a secure ballot delivery system, which shall, at least, provide each member a unique method of logging into the voting platform such that only members may cast votes; a means to track who has cast a vote and not permit any member to cast more than one vote; allow voters to choose among multiple candidates for any position; allow voting to start and end at specific times; and provide a report of the results. In any event, appropriate provisions shall be made to accommodate members who wish to cast their vote by paper ballot. An Election Certification Committee ("Certification Committee") composed of at least two Directors appointed by the President and the Secretary, or their designee, shall certify the results of the balloting as soon as practicable.

.7. Quorum. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. As used in these By-Laws, the term "majority" means fifty-one (51%) percent of the votes in accordance with the percentages assigned in the Declaration of Condominium.

.8. Proxies. Votes may be cast by proxy in such written form as may be determined by the Board of Directors, may be made by any person entitled to vote and shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting.

(a) With respect to any candidate for director, or any proposal, question, or other matter, neither the Association, the Board of Directors, nor any officer acting in his capacity as such, or any other person, shall solicit, file, or vote any proxy which does not state in writing the name of the person for whom the proxy holder will vote and otherwise how the proxy holder intends to vote. The Board of Directors may, in its discretion, provide one or more options for members to vote on with respect to a particular matter, and the option receiving the most votes, but at least a majority of those voting at the meeting, or a higher vote as required by these By-Laws, will be deemed adopted and approved by the Association. In the event an option is not approved on the first ballot, one or more additional ballots will be taken and the option receiving the least votes will be eliminated at each successive round, until a single option receives (or ultimately fails to receive) the required vote.

(b) With respect to any election or other matter to which more than one (1) ballot is required to obtain the vote required under the Declaration of Condominium or the By-Laws, the proxy holder may vote in his discretion on the second or any subsequent ballots in the event the required vote is not obtained on the first ballot. The proxy holder further may vote in his discretion with respect to all other matters, including on any proposed amendment to a previously disclosed matter.

(c) All tabulations (both orally at a meeting and otherwise in writing) of election results shall state the number and proportion of any proxies voted for or against any candidate or matter.

(d) No proxy or vote cast shall be recognized or count as validly solicited, filed, or voted that does not comply with the provisions of this Section 2.8, and no election, or decision on a proposal, relying on any proxy or vote that does not comply with the provisions of this Section 2.8, shall be recognized as valid.

.9. Vote required to transact business. When a quorum is present at any meeting, the holders of a majority of the voting rights present in person or represented by written proxy shall decide on any questions brought before the meeting, unless the question is one upon which, by express provision of the statutes, the Declaration or the By-Laws, a different number is required, in which case the express provision shall govern and control the decision in question.

.10. Meeting Place and Adjournment. Member meetings may be held entirely in person, entirely virtually, or a hybrid involving both remote participants and in person attendance simultaneously as provided herein as determined by the Board of Directors. Participation in a meeting by remote communication shall constitute presence in person at the meeting for all purposes, including quorum and voting. Notice of a members meeting must state whether the meeting is to be held virtually, entirely in person or a hybrid format and said notice shall provide instructions for participation and voting for any meeting which may be attended remotely. Any member meeting conducted entirely virtually or in a hybrid format is subject to the following provisions:

(a) The technology used for the electronic meeting shall allow members full access to and full participation in all meeting transactions either continuously or intermittently throughout the specified time of the meeting.

(b) The Board of Directors shall implement reasonable measures to authenticate the attendance and vote of each member.

(c) Participation in a remote meeting shall constitute presence for all purposes, including quorum and voting.

(d) Any action that could be taken at an in person meeting may also be taken at a remote meeting held pursuant to this provision.

(e) Procedural rules related to the conduct of electronic meetings shall be established and promulgated by the Board of Directors.

Any meeting of the Association may be adjourned from time to time to such date and time as may be determined by the majority vote of the members present, whether a quorum be present or not, without notice other than the announcement at the meeting. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted by a quorum at the meeting as originally called.

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

- (a) Call to Order,
- (b) Calling of the roll and certifying of proxies,
- (c) Proof of notice of meeting or waiver of notice,
- (d) Reading and disposal of any unapproved minutes,
- (e) Report of Officers,
- (f) Reports of Committees,
- (g) Election of Directors,
- (h) Unfinished Business,
- (i) New Business
- (j) Adjournment.

.12. Cumulative Voting shall not be permitted at any meeting of the owners.

.13. Deleted.

### 3. BOARD OF DIRECTORS.

.1. Membership. The affairs of the Association shall be conducted by the Board of Directors which shall consist of such number not less than three (3) nor more than eight (8) members with staggered terms, as shall, from time to time, be determined and affixed by a vote of a majority of the voting rights present at any annual meeting of the members. Each Director shall be an owner of a Phoenix V unit.

.2. Election. Election of Directors shall be conducted in the following manner:

(a) Directors shall be elected at the annual meeting of the members of the Association.

(b) Except as to vacancies created by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors.

(c) Any Director may be removed, with or without cause, by a two-thirds (2/3) vote of the members of the Association present in person at a special meeting of the members called for that purpose. The vacancy thus created shall be filled at the same meeting by the members of the Association in the same manner as was provided for the election of the removed Director.

(d) Deleted.

.3. Term. The term of each Director's services shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

.4. Organizational Meeting. The organization meeting of a newly elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of organization meeting shall be necessary, provided a quorum shall be present.

.5. Regular Meetings. 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. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or electronic mail, at least three (3) days prior to the day named for such meeting.

.6. Special Meetings. Special Meetings of the Directors may be called by the President, and must be called by the Secretary at the written request of one-third (1/3) of the votes of the Board. Not less than three (3) days' notice of the meeting shall be given personally or by mail, telephone, or

electronic mail, which notice shall state the time, place and purpose of the meeting.

.7. Waiver of notice. Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

.8. Quorum. A quorum at Directors' meetings shall consist of the Directors entitled to cast a majority of the votes of the entire Board of Directors present. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except where approval by a greater number of Directors is required by the Declaration or by these By-Laws. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting from any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

.9. Presiding Officer. Directors' meetings shall be presided over by the President. In the absence of the President, the Directors present shall designate one of their members to preside.

.10. Compensation. Directors shall serve without compensation, and a Director may not be an employee of the Association.

.11. Any or all Directors may participate in any meeting of the Board, or a committee of the Board, by means of a telephone or video conference or by any means of communication by which all persons participating in the meeting are able to communicate with one another, and such participation shall constitute presence at the meeting.

#### 4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

The Board of Directors, for the benefit of the owners, shall have the following powers and duties:

.1. To exercise all of the powers of the Association with respect to the operation and regulation of the condominium which are conferred upon the Board by the Acts, the Declaration, and by its Articles of Incorporation, as amended from time to time, the terms of which are incorporated herein by reference.

.2. To make contracts and incur liabilities in connection with the exercise of any of the powers and duties of the Board.

.3. To provide or cause to be provided all goods and services required by the By-Laws or by law, or which the Board, at its discretion, deems necessary for the proper operation of the condominium project, or which are used in common or jointly by the common elements and condominium units, in each case to the extent such goods and services shall not be otherwise provided.

.4. To collect monthly assessments from the owners, and to render or cause to be rendered statements, when required or useful, of any assessments which remain unpaid by any owner.

.5. 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 mechanical elements serving only a 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.

.6. To elect the officers of the Association and otherwise exercise the powers regarding officers of the Association as set forth in these By-Laws.

.7. To determine who shall be authorized to make and sign all instruments on behalf of the Association and the Board. Notwithstanding any other provision of these By-Laws, neither the President, nor any other officer of the Association, shall be authorized to make or sign any instrument on behalf of the Association or the Board, except upon vote of the Board of



Directors in each specific instance complying with Section 3.8 of the By-Laws:

(a) To expend more than Three Thousand Dollars (\$3,000.00);

(b) To expend any sum for capital improvements or from capital reserves;

(c) To order or demand, in compliance with Section 7.2(a) hereof, that any unit owner or group of unit owners take or refrain from any action with respect to any maintenance or repair obligation of such unit owner(s), or to recoup from such unit owner(s) any sum expended by the Association in the event of such unit owner(s) default or misconduct with respect thereto;

(d) To settle any legal obligation owing to or from the Association involving more than Three Thousand Dollars (\$3,000.00); or

(e) To enter into any contract or agreement for any period exceeding one (1) year or more than five percent (5%) in excess of the monthly anticipated cash flow for any approved budgetary item. Provided, further, that no contract, agreement or other arrangement (such as "on-call" provision of goods or services) for any expenditure greater than Three Thousand Dollars (\$3,000.00) or for the use of a particular contractor more than twice (2x) in any calendar year shall be entered into or performed unless there has been solicited through ordinary and customary procedures, and received, at least three (3) bids or proposals for the services or goods sought to be procured, unless the affirmative vote of two-thirds (2/3) of the entire Board shall excuse the failure to receive (after solicitation thereof) the requisite number of bids or proposals in advance of any entering into any contract or agreement therefor.

(f) Excluded from the foregoing provisions and conditions are emergency situations (e.g., a substantial water leak, a fire, or a "named storm") with respect to which a special meeting of the Board of Directors cannot be called and a quorum obtained therefor. In such emergency situations, the President shall be authorized to expend (and expend without the competition otherwise required in these By-Laws) only such sums as are directly and immediately necessary to respond to the

emergency, and only during the period during which notice of a special meeting of the Board cannot be given and a quorum obtained, and in no case shall the President or any other officer obligate the Association for any sum or for any period beyond which notice of a special meeting of the Board cannot be given and such quorum obtained. Any expenditure not in compliance with this Section 4.7 of the By-Laws shall become an authorized expenditure of the Association upon ratification of said expenditure by the affirmative vote of two-thirds (2/3) of the entire Board.

.8. To employ a management agent or manager, at a compensation established by the Board, to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in this Section, and any such duties so conferred upon the managing agent or manager by the Board of Directors may at any moment be revoked, modified or amplified by the majority of the votes in a duly constituted meeting.

.9. To designate and remove personnel necessary for the maintenance, repair and replacement of the elements.

.10. To procure such property and other insurance of all kinds and 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 premium of such bonds and insurance shall be paid by the Association as common expense.

.11. To determine policies and to adopt administrative rules and regulations governing the details of the operation and use of the condominium, including the common elements, and to amend such administrative rules and regulations from time to time as the Board deems advisable.

.12. To designate, by resolution passed by a majority of the whole Board, one (1) or more committees to consist of two (2) or more of the Directors. Any such committee, to the extent provided in such resolution, shall have and may exercise all of the authority of the Board of Directors in the management of the business and affairs of the corporation, except where action of the full Board of Directors is required by law, the Articles of Incorporation, the Declaration or these By-Laws.

.13. To designate, by resolution adopted by a majority of the Directors present at a meeting at which a quorum is present, or by the President thereto duly authorized by a like resolution of the Board of Directors, or other committees not having and exercising the authority of the Board of Directors in the management of the affairs of the corporation. Membership on such committees may, but need not be limited to Directors or members of the Association.

.14. All committees so appointed shall keep regular minutes of the transactions of their meetings, and shall cause them to be recorded in books kept for that purpose in the office of the Association, and shall report the same to the Board of Directors at the next meeting of such Board.

#### 5. OFFICERS.

.1. The executive officers of the Association shall be a President, who shall be a Director; a Vice-President, who shall be a Director; a Treasurer and a Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the Directors at any meeting. Any person may hold two (2) or more offices except that the President shall not also be Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

.2. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of president of an association.

.3. The Vice-President shall, in the absence of or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

.4. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the

records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association as may be required by the Directors or the President.

.5. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidence of indebtedness. He shall keep the financial records and books of account of the Association in accordance with good accounting practices; shall keep detailed, accurate records in chronological order of the receipts and expenditures affecting the common areas and facilities, specifying and itemizing the maintenance and repair expenses of the common area and facilities and any other expenses incurred; and he shall perform all other duties incident to the office of Treasurer. The records, books of account and the vouchers authorizing payments, shall be available for examination by a member of the Association at convenient hours of weekdays at a reasonable charge.

#### 6. FISCAL MANAGENENT.

.1. Budget. The Board of Directors shall determine the common expenses of the Association and adopt a budget for each calendar year of such estimated common expenses, including a reasonable allowance for contingencies and reserves, less the unneeded fund balances on hand.

Within thirty (30) days after adoption of a proposed budget for the condominium, the Board shall provide a copy of the budget and proposed assessments to all the 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) nor more than thirty (30) days after delivery or mailing of the budget to the unit owners. Unless at that meeting a majority of all the unit owners present in person or by proxy or any larger vote specified in the Declaration 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.

.2. Assessments for Recurring Expenses. Assessments for recurring common expenses shall be made for the calendar year annually in advance and transmitted to each member as

provided supra. The Board may include a Maintenance Fund Reserve for contingencies in such assessments, and such Maintenance Fund Reserve 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 and the property removed from the Alabama Uniform Condominium Act of 1991, as amended, 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 of the first day of the 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 be not 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.

.3. Assessments for Capital Improvements. Upon written notice to all the unit owners and upon approval by unit owners entitled to cast a majority of the votes of the Association, the Board may establish and maintain one (1) or more capital reserve accounts, but the assessment of and payment by all the unit owners in equal monthly installments of their respective proportion shares of such reasonable annual amount, for such term of years as the Board may estimate as needed to cover each unit owner's obligation 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 not be commingled with the general

assessment funds of the Association, but shall be deposited in a special account, shall be 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 and the property removed from the Alabama Uniform Condominium Act of 1991, as amended, any part of each such capital reserve account remaining after full payment of all common expenses of the Association shall be distributed to all unit owners in their respective proportionate shares.

.4. Assessments for Emergencies. Assessments for common expenses for emergencies which cannot be paid from the assessment for recurring expenses shall be made only after notice of the need therefor to the unit owners concerned. After such notice and upon approval of more than one-half (1/2) of such unit owners concerned, the assessment shall become effective, and it shall be due after thirty (30) days' notice thereof in such manner as the Board of Directors may require.

.5. Acceleration of Assessment Installments Upon Default. If a unit owner shall be in default in the payments of an installment upon any assessment, the Board of Directors may accelerate the remaining installments of such assessment upon notice thereof to the unit owner, and there upon the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery thereof to the unit owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

.6. Default.

(a) In the event an owner of a unit does not pay any sums, charges or assessments required to be paid to the Association within thirty (30) days from 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 are foreclosed; provided that thirty (30) days prior to the foreclosure, notice of such intention shall be mailed, postage prepaid, to the unit owner and to all persons having a mortgage lien or other interest of record in such unit as shown in the Association's record of ownership. The

Association shall be entitled to the appointment of a Receiver, if it so requests. The Association shall have the right to bid on 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 a money judgment for any sums, charges or assessments required to be paid to the Association without waiving its lien securing the same. In any action either to foreclose its lien or to recover a money judgment brought by or on behalf of the Association against a unit owner, the losing defendant shall pay the cost thereof together with a reasonable attorney's fee.

(b) 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 resale 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 expense shall be returned to the former owner of the unit in question.

.7. Banking. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which moneys of the Association shall be deposited. Withdrawal of moneys from such accounts shall be only by check signed by such persons as are authorized by the Directors.

.8. Audit. An audit of the accounts of the Association, inclusive of its internal controls, shall be made annually by a certified public accountant, not a member of the Association, and a copy of the report shall be furnished to each member not later than April 1st of the year following the year for which the report is made.

## 7. OBLIGATIONS OF THE OWNERS.

.1. Assessments. Every owner of any unit in the

condominium shall contribute pro rata toward the expense of administration of the condominium as provided in the Declaration and in these By-Laws.

.2. Maintenance and Repair.

(a) Every owner must perform promptly all maintenance and repair work within his unit, which, if omitted, would affect the condominium in its entirety or in a part belonging to other owners, and is expressly responsible for the damages and liabilities that his failure to do so may endanger. Further, every owner must comply with any duly adopted program for repair, replacement or upgrade implemented pursuant to Section 10.1(b)(i) of the Declaration.

(b) All the repairs of internal or appurtenant installations of the unit, such as water, lights, power, air conditioning, heat, sewage, telephones, sanitary installations, doors, windows, lamps and all other accessories belonging to the unit area, shall be maintained at the owner's expense.

(c) An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any portion of the condominium damaged through his misconduct.

.3. Right of Entry. The Association shall have a right of entry to each unit for the Association, its delegates, agents or employees at all reasonable times to enter into his unit or limited common element as set forth more particularly in the Declaration.

.4. Use of Units. Every owner shall comply strictly with the provisions of the Act, the Declaration, the By-Laws and the Rules. Compliance or default therewith shall be remedied pursuant to Section 17 of the Declaration and any applicable law.

.5. Title. Every unit owner shall promptly cause to be duly recorded in the Office of the Judge of Probate of Baldwin County, Alabama, the deed or other conveyance to him of his unit or other evidence of his title thereto and file such evidence of his title with the Association, and the Secretary shall maintain such information in the record of ownership of the Association.



.6. Mortgages.

(a) Any mortgagee of a unit may file a copy of its mortgage with the Association, and the Secretary shall maintain such information in the record of ownership of the Association. After the filing of the mortgage, the Association shall be required to notify the mortgagee of any unit owner who is in default in the expenses for the administration of the condominium and the mortgagee at its option may pay the delinquent expenses, and the holder of every such mortgage requesting the same shall be entitled to written notification from the Association of any default by mortgagor of such unit in the performance of such mortgagor's obligations under the condominium documents which is not cured within thirty (30) days.

(b) Unless all holders of first mortgage liens on units have given their prior written approval the Association shall not be entitled to:

(i) Change of pro rata interest or obligations of any unit for the purposes of levying assessments and charges, and determining shares of undivided interest in the common elements and proceeds of the project;

(ii) Partition or subdivide any unit or the common elements of the project; nor

(iii) By act of omission seek to abandon the condominium status of the project except as provided by statute in case of substantial destruction, deterioration or obsolescence to the units and condominium project.

8. AGENT TO RECEIVE SERVICE OF PROCESS.

The following person, who is a resident of the State of Alabama, is designated as agent to receive service of process upon the Association:

NAME: \_\_\_\_\_

RESIDENT ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

9. PARLIAMENTARY RULES.

Roberts Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Condominium Ownership Act of 1991, as amended, Declaration, or these By-Laws.

10. AMENDMENTS.

These By-Laws may be amended by following the provisions of Section 19 of the Declaration of Condominium.

11. HEADINGS AND GENDER.

The headings used in these By-laws have been inserted for convenience and do not constitute matter to be construed in interpretation. Whenever used herein, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

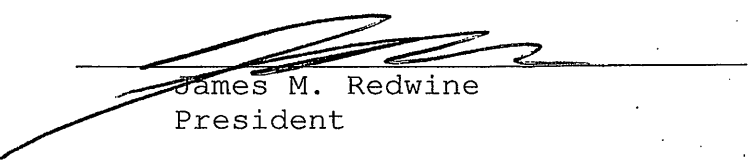
12. SEVERABILITY.

The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of these By-Laws shall not affect the validity of the remaining portions thereof.

SIGNATURE AND CERTIFICATION

I certify that the foregoing is the true and correct Second Amended By-Laws of Phoenix V Association, Inc., an Alabama non-profit corporation, duly adopted by Phoenix V Association, Inc.

DATED this 9<sup>th</sup> day of August, 2021.

  
James M. Redwine  
President

Approved:

\_\_\_\_\_  
Lauren Bethancourt,  
Secretary

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