

BY-LAWS OF WOODLAND VILLAGE CONDOMINIUM ASSOCIATION

These By-Laws of Woodland Village Condominium, a condominium, ("Condominium") are promulgated pursuant to the Alabama Condominium Ownership Act, Code of Alabama 1975, Section 35-8-1 et seq., as amended for the purposes of governing Woodland Village Condominium Association, a not-for-profit corporation, organized under the provisions of the Alabama Non-Profit Corporation Act, Section 10-3-1 et seq., as amended, as an association of members of the Condominium ("Association").

The provisions of these By-Laws are applicable to the Property of the Condominium and to the use and occupancy thereof. The term "Property" as used herein shall include the land made subject to the Declaration of the Condominium (subject to the easements and restrictions therein set forth or reserved), and all improvements and structures now existing or hereafter placed thereon, all easements, rights or appurtenances thereto, and all personal property now or hereafter provided by Owner and intended for use in connection therewith.

All present and future owners, mortgagees, lessees and occupants of the units in the Condominium and their employees, and any other persons who may use the facilities of the Property in any manner are subject to these By-Laws, the Declaration of the Condominium, the Rules and Regulations and all covenants, agreements, restrictions and easements of record ("title conditions") The acceptance of a deed or the occupancy of a unit shall constitute an agreement that these By-Laws and the title conditions, as they may be hereafter amended, are accepted and ratified, and will be complied with.

The address of the office of the Association shall be Suite 312, 2101 Magnolia Avenue, South, Birmingham, Alabama 35205.

The fiscal year of the Association shall be the calendar year.

ARTICLE I

Membership and Membership Meetings

Section 1

Qualifications

The members of the Association shall consist of all of the record owners of units of the Condominium located in the Jefferson County, Alabama and established by Declaration as recorded in the Office of the Judge of Probate of Jefferson County, Alabama and appended to which Declaration as Exhibit "A" thereto is copy of these By-Laws.

Section 2

Change of Membership

Change of membership in the Association shall be established by the recording in the public records of Jefferson County, Alabama, of a deed or other instrument establishing a record title to a unit in the Condominium, and the delivery to the Association of a certified copy of such Instrument, the owner designated by such instrument thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated.

Section 3

Voting Rights

The vote for a unit shall be cast by the owner thereof, or by his proxy designated in the manner hereinafter provided for. The number of votes to which an owner is entitled is provided in the Declaration. Votes cast in any election of directors shall be cumulative, as provided in the Articles of Incorporation.

Section 4

Designation of Voting Representative

In the event a unit is owned by one (1) person, his right to vote shall be established by the record title to his unit. If a unit is owned by more than one (1) person, the person entitled to cast the vote for the unit shall be designated by a

certificate signed by all of the record owners of the unit and filed with the secretary of the Association. If a unit is owned by a corporation, partnership, trust or other legal entity, the officer or agent thereof entitled to cast the vote for the unit shall be designated by a certificate of appointment signed by the duly authorized representative of the board of directors or other governing body of such entity and filed with the secretary of the Association. If such a certificate is not filed with the secretary of the Association for a unit owned by more than one (1) person, or by a corporation, partnership, trust or other legal entity, the membership or vote of the unit concerned shall not be considered in determining the requirement for a quorum nor for any purpose requiring the approval of the person entitled to cast the vote for the unit. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned is effected. A certificate designating the person entitled to cast the vote of a unit may be revoked by any owner thereof.

Section 5 Annual Meetings

Annual meetings of members shall be held at the office of the Association, on the second Tuesday in February of each year, at 10:00 A.M., or, if that day is a legal holiday, on the next day following that is not a legal holiday; subject, however, to the provisions of Section 14 of this Article I. The annual meeting shall be held for the purpose of electing directors and transacting any other business authorized to be transacted by the members.

Section 6 Special Meetings

Special meetings of the members may be called by the board of directors, the president or by members of the Association holding twenty per cent (20%) of the votes entitled to be cast at meetings of the members of the Association, for the purpose of considering and acting upon any matters of interest to the Association and its membership, and taking any other action not inconsistent with these By-Laws and the Articles of Incorporation, including the adoption of resolutions declaring the desirability of any action recommended by the membership.

Section 7
Notice of Meetings

Notice of all members' meetings stating the date, time, place and object for which the meeting is called shall be mailed to each member not less than ten (10) nor more than thirty (30) days prior to the date of such meeting. Such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears on the records of the Association, postage prepaid. Notice of meetings may be waived either before or after meetings.

Section 8
Voting in Person or by Proxy

A member may vote in person or by proxy executed in writing by the member or his duly authorized attorney-in-fact. No proxy shall be valid except for the particular meeting designated therein, and no proxy shall be honored unless filed with the secretary of the Association before the appointed time of the meeting.

Section 9
Quorum

At a meeting of members, a quorum 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 per cent (50%) of the votes in accordance with the percentages established by the Declaration of this Condominium.

Section 10
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 any questions brought before the meeting, unless the question is one upon which, by express provision of the statutes, the Declaration of Condominium, Articles of Incorporation, or the By-Laws, a different number is required, in which case the express provision shall govern and control the decision in question.

Section 11
Consents

Any action which may be taken by a vote of the members may also be taken by written consent to such action signed by the members required to take such action if such members were present and voting.

Section 12
Adjourned Meetings

If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

Section 13
The 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) Reports of officers,
- (f) Reports of committees,
- (g) Election of Directors,
- (h) Unfinished business,
- (i) New business,
- (j) Adjournment.

Section 14

Proviso

Until the Owner has sold all of the units of the Condominium or until Owner elects to terminate its control of the Condominium, whichever shall first occur, there shall be no annual or special meeting of members of the Association unless a meeting is called by the board of directors.

ARTICLE II

Board of Directors

Section 1

Members

The board of directors of the Association shall consist of not less than three (3) nor more than thirty (30), as shall from time to time, be determined and fixed by the vote of a majority of the voting rights present at any annual meeting of the members. Any responsible person shall be eligible to be a director. The first board of directors named in the Articles of Incorporation of the Association shall hold office until their successors shall have been elected. Each person on the board of directors shall hold office until his successor shall be elected and qualified. The word "director" as sometimes used herein shall mean a person elected to and serving on the board of directors.

Section 2

Removal

Any director may be removed for cause by the vote of the holders of a majority of the voting rights present in person or represented by written proxy at any annual or special meeting of the members of the Association at which a quorum is present.

Section 3

Vacancies

Any vacancy occurring in the board of directors, including vacancies occurring from the removal of a director, may be filled by majority vote of remaining members of the board of directors at any annual or special meeting.

Section 4

Annual Meeting

The annual meeting of the board of directors shall be held on the second Tuesday in February of each year at the office of the Association. Notice of the place and hour of

each such meeting shall be given to each director at least five (5) days prior to each such meeting. Such notice may be given either in writing or by telephone.

Section 5
Special Meetings

Special meetings of the board of directors for any purpose may be called by the president or upon the written request of any two (2) directors, upon at least five (5) days notice to each director and shall be held at such place or places as may be determined by the directors, or as shall be stated in the call of meeting. Such notice may be given either in writing or by telephone.

Section 6
Waiver of Notice

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

Section 7
Quorum

A quorum shall consist of the directors entitled to cast a majority of the votes of the entire board of directors. The acts of the board of directors 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. 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.

Section 8
Powers and Duties

The board of directors shall have the following powers and duties:

- (a) To elect the officers of the Association as hereinafter provided.
- (b) To administer the affairs of the Association and the Property of the Condominium.

- (c) To estimate the amount of the annual budget and to make and collect assessments against unit owners to defray the costs, expenses, and losses of the Condominium.
- (d) To use the proceeds of assessments in the exercise of its powers and duties.
- (e) To maintain, repair, replace, and operate the Condominium Property.
- (f) To purchase insurance upon the Property and insurance for the protection of the Association and its members
- (g) To reconstruct improvements after casualty and to further improve the Property.
- (h) To make and amend reasonable rules and regulations respecting the use of the Property and the operation of the Condominium ("Rules and Regulations").
- (i) To enforce by legal means the provisions of the Alabama Condominium Ownership Act, the Declaration, the Articles of Incorporation, these By-Laws, and the Rules and Regulations for the use of the Property.
- (j) To contract for the management of the Property of the Condominium and to delegate to such managing agent all powers and duties of the Association except such as are specifically required by the Declaration to have approval of the board of directors or the membership of the Association.
- (k) To contract for the management or operation of portions of the common elements of the Condominium susceptible to separate management or operation, and to lease such portions.
- (l) To retain legal counsel.
- (m) To employ personnel to perform the services required for proper operation of the Condominium.
- (n) To purchase units of the Condominium.
- (o) Unless otherwise provided herein or in the Declaration, to comply with the instructions of a majority of the members, as expressed in the resolution duly adopted at any annual or special meeting of the members.
- (p) To exercise all other powers and duties of the board of directors of an association referred to in the Alabama Condominium Ownership Act, and all powers and duties of the board of directors of a corporation organized under the Alabama Non-Profit Corporation Act, and all powers and duties of the board of directors referred to in the

Declaration or these By-Laws, and any other powers and duties consistent with Alabama law.

Section 9
Compensation

No director shall be compensated for his services as such. This provision shall not prohibit a director from, receiving compensation as an employee of the Association, nor preclude the contracting with a director for the management of the Condominium for which such direction or directors may receive compensation.

Section 10
Managing Agent

The board of directors shall be authorized to employ the services of a manager or managing agent, who may either be a director, officer or employee of the Association, or an independent person or firm qualified to manage the Property and the affairs of the Condominium under the supervision of the board of directors. The compensation paid to any such manager or managing agent shall be in the amount established from time to time by the board of directors.

Section 11
Insurance

The board of directors shall obtain insurance for the Property which shall include the following:

- (1) fire insurance with extended coverage insuring the buildings containing the units and covering the interests of the Condominium, the board of directors and all unit owners and their mortgagees, as their interests may appear, in the amount determined by the board of directors, in accordance with the requirements set forth in the Declaration, each of which policies shall contain standard mortgagee clauses in favor of each mortgagee of a unit, as its interest may appear;
- (2) public liability insurance in such amounts and with such coverages as the board of directors may determine; and

- (3) such other insurance as the board of directors may determine. Such insurance shall be written on the Property in the name of the Association as Trustee for the unit owners and their mortgagees in the percentages established in the Declaration. The premiums shall be common expenses. Provision for such insurance shall be without prejudice to the right of each unit owner to insure his unit for his own benefit. The shares and disposition of the proceeds of insurance shall be as set forth in the Declaration.

Section 12
Liability of the Board of Directors

The members of the board of directors shall not be liable to the unit owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The unit owners shall indemnify and hold harmless each of the members of the board of directors on behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration of these By-Laws. It is intended that the members of the board of directors shall have no personal liability with respect to any contract made by them On behalf of the Condominium. It is understood and permissible for the board of directors, whether employed by the Owner or not, to contract with the Owner without fear of being charged with self-dealing. It is also intended that the liability of any unit owner arising out of any contract made by the board of directors or out of the foresaid indemnity in favor of the members of the board of directors shall be limited to such proportion of the total liability thereunder as his interest in the common elements bears to the interests of all the unit owners in the common elements.

ARTICLE III

Officers

Section 1

Election

At each annual meeting, the board of directors shall elect the following officers of the Association:

- (a) A president, who shall be a director and who shall preside over the meetings of the board of directors and of the members, and who shall be the chief executive officer of the Association.
- (b) A vice-president, who shall, in the absence or disability of the president, perform the duties and exercise the powers of the president.
- (c) A secretary, who shall keep the minutes of all meetings of the board of directors and of the members, and the minute book wherein resolutions enacted at such meetings shall be recorded, and who shall, in general, perform all the duties incident to the office of secretary.
- (d) A treasurer, who shall keep the financial records and books of the account.
- (e) Such additional officers as the board of directors shall see fit to elect.

Section 2

Powers

The respective officers shall have the general powers usually vested in such officer of the not-for-profit corporation; provided that the board of directors may delegate any specific powers to any other officer or impose such limitations directors may see fit.

Section 3

Term

Each officer shall hold office for the term of one (1) year and until his successor shall have been elected and qualified.

Section 4
Vacancies

Vacancies in any office shall be filled by the board of directors at special meetings thereof. Any officer may be removed at any time by a majority vote of the board of directors at a special meeting thereof.

Section 5
Compensation

The compensation of all officers shall be fixed by the board of directors. This provision shall not preclude the board of directors from employing a director as an employee of the Association nor preclude the contracting with a director for the management of the Condominium. The officers shall receive no compensation for their services, unless otherwise expressly provided in a resolution duly adopted by the board of directors.

ARTICLE IV

Responsibility for Maintenance and Repair

The responsibility for maintenance and repair of the Property shall be as set forth in the Declaration.

ARTICLE V

Assessments

Section 1

Accounting Records

The board of directors shall provide for the maintenance of accounting records for the Association, such records to be maintained in accordance with generally accepted accounting principles, and such records shall include all records provided for in the Alabama Condominium Ownership Act.

Section 2

Budget

The board of directors shall cause to be prepared an estimated annual budget for each fiscal year of the Association. Such budget shall take into account the estimated common expenses, and cash requirements for the year, including salaries, wages, payroll taxes, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, power and other expenses (as distinguished from individual mortgage payments, real estate taxes, and individual expenses for utility services billed or charged to the separate unit owners on an individual or separate basis rather than a common basis). The common expenses shall be those expenses designated by the board of directors pursuant to these By-Laws and the Declaration. The common expenses may also include such amounts as may be required for the purchase or lease by the board of directors, on behalf of the Association, of any unit which is to be sold at a foreclosure or other Judicial sale. The annual budget shall also take into account the estimated net available cash income for the year, from the operation or use of the common elements. The annual budget shall provide for an adequate reserve fund for maintenance, repairs and replacement of those common elements that must be replaced on a periodic basis. The annual budget shall provide for amounts required to make up for any deficit in any prior year, a general reserve for contingencies for the year, and a reserve for replacements in reasonable amounts as determined by the board of directors. To the extent that the assessments and other cash income collected from the unit owners during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account.

Section 3

Assessments

The estimated annual budget for each fiscal year shall be approved by the board of directors, and copies thereof shall be furnished by the board to each unit owner not later than ninety (90) days after the beginning of such year. On or before the first day of the first month and of each succeeding month of the year covered by the annual budget each unit owner shall pay, as his respective monthly assessment for the common expenses one-twelfth (1/12) of his share of the common expenses for such year as shown by the annual budget. The assessment of the common expenses shall be as set forth in the Declaration. The board of directors may cause to be sent to each unit owner on or before the first day of each month a statement of the monthly assessment of such unit owner for such month, but the failure to send or to receive such monthly statement shall not relieve any unit owner of his obligation to pay his monthly assessments on or before the first day of each month. If the board of directors shall not approve an estimated annual budget or shall fail to determine new monthly assessments for any year, or shall be delayed in doing so, each unit owner shall continue to pay each month the amount of his monthly assessment as last determined. Each unit owner shall pay his monthly assessment on or before the first day of each month to the manager or managing agent or as may be otherwise directed by the Board. No unit owner shall be relieved of his obligation to pay his assessment by abandoning or not using his unit or the common elements.

Section 4

Proration of Assessments

The first fiscal year, the annual budget shall be as approved by the first board of directors. If such first year, or any succeeding year, shall be less than a full year, then the monthly assessment for each unit owner for the common expenses shall be proportional to the number of months and days in such period covered by such budget. Commencing with the date of closing of his unit by each unit owner, he shall pay his assessment for the following month or fraction of a month, which assessment shall be in proportion to his ownership interest in the common elements and the number of months and days remaining of the period covered by the current annual budget, and which assessment shall be as computed by the board of directors.

Section 5
Annual Statements

Within ninety (90) days after the end of each year covered by an annual budget, or as soon thereafter as shall be practicable, the board of directors shall cause to be furnished to each unit owner a statement for such year so ended, showing the receipts and expenditures and such other information as the board may deem desirable.

Section 6
Accounts

The board of directors shall cause to be kept a separate account record for each unit owner showing the assessments charged to and paid by such unit owner, and the status of his account from time to time. Upon ten (10) days notice to the board of directors any unit owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from, such unit owner. A unit owner shall make no more than one request per month.

Section 7
Supplemental Budget and Assessments

If during the course of any year, it shall appear to the board of directors that the monthly assessments, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated common expenses for the remainder of such year, then the board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, copies of which supplemental budget shall be furnished to each unit owner, and thereupon a supplemental assessment shall be made to each unit owner for his proportionate share of such supplemental budget.

Section 8
Payment of Assessments

It shall be the duty of every unit owner to pay his proportionate share of the common expenses assessed in the manner herein provided. If any unit owner shall fall or refuse to make any such payments when due, the Association and the board of directors shall have the authority to exercise and enforce any and all rights and

remedies as provided for in the Alabama Condominium Ownership Act, the Declaration or these By-Laws, or otherwise available at law or in equity, for the collection of all unpaid assessments.

Section 9 Records

The board of directors shall cause to be kept detailed and accurate records in chronological order of the receipts and expenditures affecting the common elements, specifying and itemizing the expenses incurred, and such records and the vouchers authorizing the payments of such expenses shall be available for examination by the unit owners at convenient hours of week days. Such payment vouchers may be approved in such manner as the board of directors may determine.

Section 10 Liens

The board of directors may cause the Association to discharge any mechanic's lien or other encumbrance which, in the opinion of the board, may constitute a lien against the Property, the common elements, or any unit or private element in the Condominium, and the Association shall thereupon have a lien in such amount, together with the amount of any costs and attorneys fees incurred in connection therewith, on each unit responsible for the payment thereof in accordance with the provisions of the Alabama Condominium Ownership Act, and the board of directors shall thereupon perfect any such lien by recording an appropriate claim of lien prepared and filed for record in accordance with the provisions of said Act. Upon receipt of a written request from any mortgagee holding a mortgage upon any unit with respect to which a mechanic's or other lien is asserted, the board of directors shall promptly cause the Association to pay and discharge the same. Any and all liens, claims or rights of the Association in or with respect to any unit, or unit owner, for the discharge of any mechanic's lien or other encumbrances provided for hereunder shall be subordinate to the lien of any mortgage upon any unit recorded prior to the date of such lien, claim or right.

ARTICLE VI

Mortgages

Section 1

Notice to Board of Directors

A unit owner who mortgages his unit shall notify the secretary of the Association who shall maintain a record of such information.

Section 2

Notice of Unpaid Common Charges

The board of directors, whenever so requested in writing by a mortgagee of a unit, shall promptly report any then unpaid charges due from, or any other default by, the owner of a mortgaged unit.

Section 3

Notice of Taking or Damage

The board of directors shall promptly report to a mortgagee in writing any loss to, or taking of, the common elements exceeding ten thousand dollars (\$10,000) or damage, to a unit exceeding one thousand dollars (\$1,000).

Section 4

Examination of Books

The holder of a mortgage on any unit shall have the same right to examine the books and records of the Association afforded a unit owner pursuant to Section 9 of Article V of these By-Laws.

ARTICLE VII

Use and Occupancy Restrictions

Section 1

Use and Occupancy Restrictions

No part of the property shall be used for other than residential use and the related common purposes for which the Property was designed. The foregoing restrictions as to use shall not, however, be construed in such manner as to prohibit a unit owner from:

- (a) Maintaining his personal or professional library therein.
- (b) Keeping his personal business or professional records or accounts herein.
- (c) Handling his personal business or professional telephone calls or correspondence therefrom.

Such uses are expressly declared customarily incident to the principal residential use and not in violation of said restrictions.

Section 2

Use of Common Elements

The common elements shall be used only for access, ingress and egress to and from the respective units by the persons residing therein and their respective guests, household help and other authorized visitors, and for such other purposes which are incidental to the residential use of the respective units; provided, however, the parking area, and other special areas shall be used for such purposes as are approved by the board of directors. The use, maintenance and operation of the common elements shall not be obstructed, damaged or unreasonably interfered with by any unit owner. The Association and the board of directors, and their authorized employees and representatives, shall have such access to any unit as may be necessary for the repair, maintenance, replacement, alteration, care or protection of the common elements, or any portion thereof.

Section 3
Nuisances

No unlawful, immoral, noxious or offensive activities shall be carried on in any unit or elsewhere on the property, nor shall anything be done therein or thereon which shall constitute a nuisance or which shall in the judgment of the board of directors cause unreasonable noise or disturbance to others.

Section 4
Maintenance and Repair

Each unit owner shall maintain his unit in good condition and in good order and repair, at his own expense, and shall maintain a minimum temperature in his unit in the winter as set forth by the board of directors, and shall not do or allow anything to be done in his unit which may increase the rate or cause the cancellation of insurance on other units or on the common elements. Each unit owner shall not display, store or use any signs, clothing, sheets, blankets, laundry or other articles outside his unit, or paint or decorate or adorn the outside of his unit, or install outside his Unit any canopy or awning, or outside radio or television antenna, or other equipment, fixtures or items of any kind, without the prior written permission of the board of directors.

Section 5
Trash

Trash, garbage and other waste shall be kept only in sanitary containers, and shall be disposed of in a clean and sanitary manner as prescribed from time to time in administrative Rules and Regulations of the board of directors.

Section 6
Rights of Owner

Until all of the units have been sold by the Owner and occupied by the purchasers, the Owner may use and show one or more of such unsold or unoccupied units as a model apartment or sales office, and may maintain customary signs in connection therewith notwithstanding the provisions of Section 5 of this Article.

Section 7
Personal Property

Articles of personal property belonging to any unit owner, such as baby carriages, bicycles, wagons, toys, furniture, clothing and other articles, shall not be stored or kept in the entry walks, stairs, including stairs leading to the decks of the respective Units, or other common areas, except in such storage area as may be specifically designated for the respective unit owner by the board of directors. No clothing, rugs, sheets, blankets, or other laundry shall be hung or exposed from windows, balconies, decks or other common areas of the Property except when specifically approved by the board of directors.

Section 8
Electric Wiring

No unit owner shall overload the electric wiring in the buildings, or operate any machines, appliances, accessories or equipment to the heating or air-conditioning system or plumbing system, other than those systems originally installed, without the prior written consent of the board of directors or managing agent.

Section 9
Boats, Campers and Inoperable Motor Vehicles

No boats, canoes, or campers shall be stored or parked on or in the common areas. All boats, canoes, and campers shall be stored and parked in the area designated by the board of directors. Motor vehicles may be parked only in the areas provided for that purpose. Any motor vehicle which breaks down or becomes inoperable in the common areas shall immediately be repaired and made operable. The board of directors shall have the authority to remove any such vehicle from the common area if such vehicle is left in an inoperable state for more than 48 hours, or if such vehicle impedes or prevents ready access to any part of the Property.

Section 10
Pets

No animals shall be raised, bred or kept in any unit, except for dogs, cats or other household pets of a unit owner, provided that they are not kept for any commercial purposes, and provided that they shall be kept in strict accordance with the administrative rules and regulations relating to household pets from time to time adopted or approved by the Board of Directors, and provided that they shall not in the judgment of the Board constitute a nuisance to others.

Section 11
Use of Clubhouse, Swimming Pool and Playground

The clubhouse, swimming pool and playground shall be used only by the persons residing in the units, and their respective guests and other authorized visitors. The use, maintenance and operation of clubhouse, swimming pool and playground shall be in strict accordance with the rules and regulations from time to time adopted or approved by the Board of Directors.

ARTICLE VIII

Miscellaneous

Section 1

Seal

The seal of the Association shall be circular in form and shall contain the name of the Association and the year of its creation. Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 2

Fiscal Year

The fiscal year of the Association shall be that period of twelve (12) months ending on the last day of December of each year.

Section 3

Bank Accounts

The board of directors may, from time to time, by resolution authorize the maintenance of one or more deposit accounts by the Association. All checks, drafts, or other orders for the payment of money issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association, and in such manner as shall be determined from time to time by resolution of the board of directors.

Section 4

Notice

Whenever any notice or demand is required to be given by these By-Laws or the Declaration, any notice or demand so required shall be deemed sufficient if given by depositing the same in the United States mail, postage prepaid, addressed to the person entitled thereto at his last known post office address according to the records of the Association, and such notice shall be deemed given on the day of such mailing.

Section 5
Waiver of Notice

Whenever any notice whatever is required to be given under the provisions of any law, or under the provisions of the Articles of Incorporation, these By-Laws or the Declaration, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether signed before or after the time stated therein; shall be deemed equivalent thereto.

Section 6
Conflict

In the event of any conflict between the provisions of these By-Laws and the Declaration of the Condominium, the Declaration shall govern.

ARTICLE IX

Amendments

These By-Laws may be amended or modified from time to time by the vote of a majority of the board of directors, any amendment to be set forth in writing, signed by the Secretary of the board of directors and recorded in the Jefferson County Probate Office. Upon recording each such amendment shall be effective.

The foregoing were adopted as the By-Laws of Woodland Village Condominium Association, Inc., an Alabama not-for-profit corporation, at the first meeting of the board of directors on 2nd of August, 1979.