

BY-LAWS OF
SANDY FORD PROPERTY OWNER'S ASSOCIATION, INC.

GENERAL

1.01 Purpose. These are the By-Laws of SANDY FORD PROPERTY OWNER'S ASSOCIATION, INC., an Alabama Non-Profit Corporation, hereinafter referred to as the "Association" organized pursuant to the provisions of the Code of Alabama 1975, Section 10-3A-1, et seq., for the purposes of administering the development known as SANDY FORD, PHASE I, PHASE II and PHASE III, a planned unit development, hereinafter referred to as "Development", which is located in Baldwin County, Alabama.

1.02 Applicability of By-Laws. The provisions of these By-Laws are applicable to the property of the development and to the use and occupancy thereof. All present and future owners, mortgagees, lessees and occupants of the property and their employees and other persons who may use the facilities of the property in any manner are subject to these By-Laws, the Declaration of Covenants, Conditions and Restrictions of the development, and the rules and regulations made in accordance therewith. The acceptance of a deed of conveyance or the entering into of a lease or the occupancy of a lot shall constitute an agreement that these By-Laws, the rules and regulations made in accordance therewith, and the provisions of the Declaration, as they may be amended from time to time, are accepted, ratified and will be complied with.

1.03 Principal Office. The principal office of the Association shall be located in Baldwin County, Alabama, or shall be at such other place as may be designated subsequently by the Board of Directors or as the business of the Association may require. All books and records of the Association shall be kept at its principal office.

1.04 Terms Defined. "Declaration" shall mean that certain Declaration of Covenants, Conditions and Restrictions of the development, filed in the office of the Judge of Probate of Baldwin County, Alabama, as the same may be amended from time to time in accordance with the terms thereof. All other terms used herein shall have the meaning given to them in the Declaration and are hereby incorporated by reference and made a part hereof.

MEMBERSHIP

2.01 Qualification. The qualification for membership shall be ownership of a lot in the development. No membership shall be separated from the lot to which it is appurtenant.

2.02 No Additional Qualification. No initiation fees, costs or dues shall be assessed against any person as a condition of the exercise of the rights of membership except such assessments, levies and charges as are specifically authorized by the Declaration.

2.03 Succession. The membership of each lot owner shall automatically terminate on the conveyance, transfer or other disposition of a lot owner's interest in the lot. The lot owner's membership shall automatically be transferred to the new lot owner succeeding to such ownership interest.

2.04 Not-For-Profit Corporation. The Association is a not-for-profit corporation organized under the laws of the State of Alabama pursuant to the Alabama Not-For-Profit Corporation Act, Code of Alabama 1975, Section 10-3A-1, et seq. The Association shall issue no shares of stock of any kind or nature whatsoever.

MEETINGS OF MEMBERS

3.01 Annual Meeting. The annual meeting of members shall be held at the office of the Association at 7:00 p.m., local time, on the 1st Tuesday of November 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.

3.02 Change of Annual Meeting. 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 notice of such change be mailed to each member of record, at such address as appears upon the records of the Association, not less than ten (10) days before the holding of such meeting; and further provided that each annual meeting of members shall be held within one (1) month of the date on which it should regularly have been held but for such change.

3.03 Special Meeting. Special meetings of the members may be called at any time by a majority of the Board, and must be called by the officers of the Association upon receipt of a written request from members entitled to cast three-fourths (3/4) of the votes in the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

3.04 Notice of Meeting. Notice of all meetings of members stating the time and place and the objects for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing. Such notice shall be in writing to each member at the address as it appears on the books of the Association and shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such notice shall be given by the affidavit of the person giving the notice.

3.05 Waiver of Notice. Any member may waive the right to receive notice of any meeting by sending a written waiver to the Board of Directors. Notice of any meeting may be waived before or after the meeting, orally or in writing. Attendance by a member at any meeting, either in person or by proxy, shall constitute waiver of notice of such meeting.

3.06 Quorum. A quorum of members for any meeting shall be deemed present throughout such meeting if members, represented in person or by proxy, holding more than a majority of the votes entitled to be cast at such meeting are present at the beginning of such meeting, except as otherwise provided by law, by the Articles, by the Declaration or by these By-Laws.

3.07 Adjournment for Lack of Quorum. In the absence of a quorum at any meeting of members, a majority of those members entitled to vote thereat, present in person or by proxy, shall have the power to adjourn the meeting, from time to time, without notice other than announcement at the meeting, until the requisite number of members, present in person or by proxy, shall be present. At such adjourned meeting at which the requisite number of votes shall be present, any business may be transacted which might have been transacted at the meeting as originally noticed.

3.08 Action without Meeting. Any action which may be taken at a meeting of the members may also be taken without a meeting if a consent in writing setting forth the action so taken is signed by the number of members required to take such action at a meeting and is filed with the Secretary of the Association.

3.09 Minutes of Meeting. The minutes of all meetings of members shall be kept in a book available for inspection by lot owners or authorized representatives.

VOTING RIGHTS

4.01 Votes. The voting rights attached to each lot shall be in accordance with that stated in the Declaration. The vote of a lot shall not be divisible. The designation of the voting member shall be determined as set out in the Declaration.

4.02 Votes 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 questions is one upon which, by express provision of the Act, the

Declaration of Covenants, Conditions and Restrictions, or the By-Laws, a different number is required, in which case, the express provision shall govern and control the decision in questions.

4.03 Voting by Proxy. Votes may be cast in person or by proxy. All proxies must be in writing, dated, signed by the member generating the proxy and filed with the Secretary of the Association before the appointed time of the meeting to which it applies. A member may revoke a proxy at any time by delivering a written notice of revocation to the Association.

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

Call to order

Calling of the roll and certifying of proxies

Proof of notice of meeting or waiver of notice

Reading and disposal of any unapproved minutes

Reports of officers

Reports of committees

Election of directors

Unfinished business

New business

Adjournment.

BOARD OF DIRECTORS

5.01 Number. The affairs of the Association shall be governed by a Board of Directors. The initial number of directors of the association shall be five (5). The members of the Association shall have the right to amend the number of directors at any regular or special meeting called for that purpose. Except as provided in these By-Laws, the directors shall be members.

5.02 Qualification. Each Director shall be a lot owner. If a lot owner is a trust, then the beneficiary of the trust may be a Director; and if a lot owner is a corporation or partnership, then an officer, partner or employee of such lot owner may be a

Director. If a Director shall cease to meet such qualifications during his term, he shall cease to be a Director and his place on the Board shall be vacant.

5.03 Nomination for Election. Nomination for election to the Board of Directors shall be made from the floor at the annual meeting of members or at any other meeting of members called for the purpose of electing Directors. Nominations shall be made also by a nominating committee appointed by the Board prior to the annual meeting of the members or prior to any other meeting of members called for the purpose of electing Directors.

5.04 Election of Directors. Directors shall be elected at the annual meeting of members or at a special meeting called for that purpose. The election shall be by secret ballot (unless dispensed with by unanimous consent) and each member shall be entitled to vote for each vacancy. There shall be no cumulative voting. Those candidates receiving the greatest number of votes cast either in person or by proxy shall be elected.

5.05 Term. Each Director elected by the members shall hold office until the next annual meeting of members and until his successor shall be elected and qualified or until he resigns or is removed in any manner provided elsewhere herein.

5.06 Vacancies. Any vacancy in the position of a Director elected by the members of the Association shall be filled by a majority vote of the remaining Directors, and any Director so elected shall hold office for a term equal to the unexpired term of the Director whom he succeeds.

5.07 Removal. Any Director may be removed for cause by the concurrence of three-fourths (3/4) of the votes of the Association at a meeting of members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members at the same meeting.

5.08 Compensation. A Director shall not receive any compensation for any services he may render to the Association as a Director; provided, however, that any Director may be reimbursed for actual out-of-pocket expenses incurred by him in his performance of his duties.

MEETINGS OF DIRECTORS

6.01 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. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph at least ten (10) days prior to the day named for such meeting.

6.02 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 two-thirds (2/3) 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 telegraph, which notice shall state the time, place and purpose of the meeting.

6.03 Open Meetings. All meetings of the Board of Directors shall be open to all members of the Association, and notice of such meetings shall be posted conspicuously on the subdivision property at least forty-eight (48) hours prior to the meeting, except in the event of an emergency.

6.04 Waiver of Notice. Any Director may waive notice of a meeting either before or after the meeting or may consent to the holding of a meeting without notice. Attendance by any Director at a meeting shall constitute waiver of notice of the meeting, except when attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business on the grounds that the meeting was not lawfully called.

6.05 Quorum. A quorum shall consist of the number of Directors entitled to cast a majority of the votes of the entire Board of Directors. The acts of the 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 a Director for the purpose of determining a quorum.

6.06 Action Without Meeting. Any action permitted or required to be taken at a meeting of the Directors may be taken without a meeting if written consent setting forth the action so taken shall be signed by all the Directors and filed with the minutes of the proceedings of the Board.

6.07 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a minute book available for inspection by lot owners or their authorized representatives or any Directors at any reasonable time.

6.08 Presiding Officer. The presiding officer of Director's meetings shall be the President. In the absence of the President, the Directors present shall designate one of their number to preside.

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

7.01 Powers Defined. The Board of Directors shall have the power to exercise all powers, duties and authority vested in the Association by the Act, the Declaration or these By-Laws, except for such powers and duties reserved thereby to the members.

7.02 Committees. The Board of Directors may, by resolution, appoint such committees as deemed appropriate in carrying out its purpose, and such committees shall have the powers of the Board of Directors for the management of the affairs and business of the Association to the extent provided in the resolution designating such a committee. Any such committee shall keep regular minutes of its proceedings and shall report the same to the Board of Directors.

7.03 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 affairs of the subdivision under the supervision of the Board. The compensation paid to any such manager or managing agent shall be in the amount established from time to time by the Board.

7.04 Order of Business. The order of business at Director's meetings shall be:

- Call of roll
- Proof of due notice of meeting
- Reading and disposal of unapproved minutes
- Reports of officers and committees
- Election of officers
- Unfinished business
- New business
- Adjournment.

OFFICERS

8.01 Executive Officers. The executive officers of the Association shall be a President, Vice-President, a Secretary and Treasurer, all of whom shall be Directors, and 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 the 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.

8.02 Term. Each officer shall hold office for the term of one (1) year and until his successor shall have been appointed or elected and qualified, provided that any officer may succeed himself.

8.03 Resignation and Removal. Any officer may be removed from office either with or without cause by the vote of a majority of the Directors present at any meeting. Any officer may resign at any time by giving written notice to the Board. Such resignation shall take effect on the date of receipt of said resignation or at

any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

8.04 Vacancies. A vacancy in any office shall be filled by a majority vote of the Directors at any meeting. An officer elected to fill a vacancy shall hold office for a term equal to the unexpired term of the officer he succeeds.

8.05 Compensation. An officer shall not receive any compensation for any service he may render to the Association as an officer; provided, however, that any officer may be reimbursed for actual out-of-pocket expenses incurred by him in the performance of his duties.

8.06 President. The President, who shall be a Director, is the chief executive officer of the Association and shall have all the powers and duties that are usually vested in the office of President of the Association, including but not limited to the following powers:

A. To preside over all meetings of the members and of the Board.

B. To sign as President all deeds, contracts and other instruments that have been duly approved by the Board.

C. To call meetings of the Board whenever he deems it necessary in accordance with the rules.

D. To have the general supervision, direction and control of the affairs of the Association.

8.07 Vice-President. The Vice President, who shall be a Director, shall have all the powers and duties that are usually vested in the office of the Vice President of the Association. 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.

8.08 Secretary. The Secretary, who shall be a Director, shall have all the powers and duties that are usually vested in the Secretary of the Association. 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 sign as Secretary all deeds, contracts and all other instruments which have been duly approved by the Board, if said instrument requires the signature or attestation of the Secretary. 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.

8.09 Treasurer. The Treasurer, who shall be a Director, shall be the financial officer of the Association and shall have all the powers and duties that are usually vested in the Treasurer of the Association. 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. He 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 areas and facilities and any other expenses incurred; and he shall perform all other duties incident to the office of the 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 week days.

FISCAL MANAGEMENT

9.01 The Fiscal Year. The fiscal year of the Association shall be such as shall from time to time be established by the Association.

9.02 Budget. The Board of Directors shall adopt a budget for each calendar year which shall include estimated common expenses, including a reasonable allowance for contingencies and reserves less the unneeded fund balances on hand. The budget also shall include reserve accounts for capital expenditures, deferred maintenance, reserves and contingencies. The amount reserved shall be computed by means of a formula that is based on the estimated life and estimated replacement cost of each reserve item. The budget shall also set forth each lot owner's proposed assessment for common expenses. Copies of the budget and proposed assessments shall be transmitted to each member on or before thirty (30) days prior to the new fiscal year. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished to each member concerned.

9.03 Adoption of the Annual Budget. The Board of Directors shall prepare or cause to be prepared a proposed annual budget for each fiscal year of the Association. Each lot owner shall receive a copy of the proposed annual budget at least seven (7) days prior to the meeting of the Board at which the budget will be considered, and the meeting shall be open to all lot owners. The final annual budget shall be adopted by the Board at a duly noticed meeting, and the Board shall furnish copies of the final annual budget to each lot owner within thirty (30) days after the adoption.

9.04 Assessments. Assessments shall be collected by the Association on an annual basis in accordance with the Declaration. The assessments of the Common Expenses shall be as set forth in the Declaration. The Board of Directors may cause to be sent to each lot owner, on an annual basis, a statement of the annual assessments, however, the failure to send or receive such annual statement shall not relieve the lot owner of his obligation to make timely payment of the annual assessments. If the Board shall not approve an annual budget or shall fail to determine new annual assessments for any year or shall be delayed in doing so, each lot

owner shall continue to pay the amount of his annual assessment as last determined. No lot owner shall be relieved of his obligation to pay his assessment by abandonment of his lot or lack of use of the Common Elements.

9.05 Reserves for Replacements. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Areas. The fund shall be maintained out of regular assessments.

9.06 Lien for Expenses. If any lot owner shall fail or refuse to make any payment of the Common Expenses or other assessments when due, the amount due, together with costs, reasonable attorney's fees and interest thereon at a rate to be set by the Board of Directors but in no event greater than the maximum percentage rate as then may be permitted under the laws of the State of Alabama, from and after the date said Common Expenses or to her assessments became due and payable in accordance with applicable law, shall constitute a lien on the interest of the lot owner in the property.

9.07 Acceleration of Assessment Installments Upon Default. If a lot owner shall be in default in the payment of an installment upon any assessment for a period of more than thirty (30) days, the Board may accelerate the remaining installments of such assessment upon notice thereof to the lot owner, and, thereupon, 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 lot owner or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall occur first. Upon default in the payment of an installment upon any assessment, the Board of the Association shall be entitled to charge interest and service charges at the highest available rate allowable under the law of the State of Alabama.

9.08 Default. In the event an owner of a lot does not pay any sums, charges or assessments required to be paid to the Association within thirty (30) days from the due date, the Association may foreclose the lien encumbering the lot created by nonpayment of the required moneys in the same fashion as mortgage liens are foreclosed; provided that thirty (30) days prior notice of the intention to foreclose shall be mailed, postage prepaid, to the lot owner and to all persons having a mortgage lien or other interest of record in such lot 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 lot at a foreclosure sale and to acquire, hold, mortgage and convey the same. In any such foreclosure action, the lien of the Association shall be subordinate and inferior to any mortgage liens of records encumbering such lot at the time of the commencement of the foreclosure action by the Association. In lieu of foreclosing its lien, the Association may bring suit to recover a money judgement for any sums, charges or assessments required to be paid to the Association without waiving its lien securing same. In any action either to foreclose its lien or to recover a money judgement brought by or on behalf of the Association against a lot owner, the losing defendants shall pay the cost thereof together with a reasonable attorney's fee.

If the Association becomes the owner of a lot by reason of foreclosure, it shall offer said lot and properties for sale, and at such time as a sale is consummated, it shall deduct from such proceeds all sums of money due it for annual 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 lot, which shall include but not be limited to advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurbishing of the lot

in question. All monies remaining after deducting the foregoing items of expense shall be returned to the former owner of the lot in question.

9.09 Supplemental assessments. If during the course of any fiscal year it shall appear to the Board that the assessments, as determined in the annual budget, 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. Copies of the supplemental budget shall be delivered to each lot owner, and, thereupon, a supplemental assessment shall be made to each lot owner for his proportionate share of the supplemental budget.

9.10 Annual Statement. Within sixty (60) days after the end of each fiscal year, the Board shall cause to be furnished to each lot owner, a statement for the year so ended showing the receipts and expenditures of the Association, and such other information as the Board may deem desirable.

9.11 Accounting Records. The Board shall cause to be kept, in accordance with generally accepted accounting principles, a record of all receipts and expenditures and a separate account for each lot showing the assessments or other charges due, the due dates thereof, the present balance due, and any interest in common surplus. Such records shall be open to inspection by lot owners at reasonable times.

9.12 Information. The Association shall be required to make available to lot owners, lenders, and to holders, insurers, or guarantors of any first mortgage current copies of the Declaration, By-Laws or other Rules and Regulations concerning the project and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances. In addition to the above, any holder of a first mortgage is entitled, upon written request, to a financial statement for the immediately preceding fiscal year.

9.13 Lender's Notices. Upon written request to the Owner's Association identifying the name and address of the holder, insurer or guarantor and the lot number or address, any mortgage holder, insurer or guarantor will be entitled to timely written notice of:

A. Any condemnation or casualty loss that affects a material portion of the project of the lot securing its mortgage.

B. Any sixty (60) day delinquency in the payment of assessments or chargers owed by the owner of any lot on which it holds the mortgage.

C. A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Owners Association.

9.14 Depository. The depository of the Association shall be such bank or banks and/or savings and loan associations as shall be designated from time to time by the Directors and in which monies of the Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Directors.

9.15 Fidelity Bonds. Fidelity bonds may be required by the Board from all officers and employees of the Association and from any manager handling or responsible for Association funds and from any employee, agent or subcontractor of a manager handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors but shall be at least the amount of one hundred and fifty percent (150%) of the total annual assessments against members for recurring expenses. The premiums on such bonds shall be paid by the Association.

OBLIGATIONS OF THE OWNERS

10.01 Assessments. Except as provided in the Declaration, every owner of any lot in the development shall contribute pro rata toward the expense of administration of the development property, as provided in the Declaration and in these By-Laws. Each assessment against a lot shall also be the personal obligation of

the owner at the time the assessment fell due. Such personal obligation shall not pass to successors in title unless assumed by such successors or required by applicable law.

10.02 Maintenance and Repair. Every owner of any lot in the development shall promptly perform all maintenance and repair work, as provided in the Articles, the Declaration or these By-Laws. An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common areas or facilities damaged through the owner's fault.

10.03 Use of Lots. All lots shall be utilized in accordance with the provisions of the Declaration, these By-Laws, and the Rules and Regulations of the Association.

RULES AND REGULATIONS

11.01 House Rules. The Board of Directors may from time to time, adopt rules and regulations concerning the use of the development property; provided, however, that a majority of the members may overrule the Board with respect to any such rules and regulations or modifications thereof or any amendments or additions thereof. Copies of such rules and regulations or any amendments, additions or modifications shall be delivered to each lot owner not less than fourteen (14) days prior to the effective date thereof. No rule or regulation that is in conflict with the Declaration of Covenants, Conditions and Restrictions of the development shall be adopted.

AMENDMENTS TO THE BY-LAWS

12.01 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

12.02 Resolution. An amendment may be proposed by either a majority or the Board of Directors or by members holding three-fourths (3/4) of the votes of the Association. A resolution adopting a proposed amendment must be adopted by an affirmative vote of not less than a majority of the Board of Directors and the consent of the owners of at least three-fourths (3/4) of the lots.

12.03 Agreement. In the alternative, an amendment may be made by an agreement signed and acknowledged by all record owners of the development in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the office of the Judge of Probate of Baldwin County, Alabama. If any provision or provisions of these By-Laws or any section, sentence, clause, phrase or work herein or the application thereof is in any circumstances held invalid, the validity of the remainder of these By-Laws and the application thereof shall not be affected thereby.

MISCELLANEOUS

13.01 Construction. Wherever the context so permits, the singular shall include the plural; the plural shall include the singular; and the use of the gender shall be deemed to include all genders.

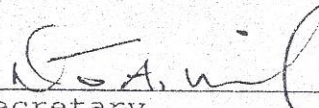
13.02 Captions. The captions herein are inserted only as a matter of convenience for all reference and in no way define, limit or describe the scope of these By-Laws or the intent of any provision hereof.

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

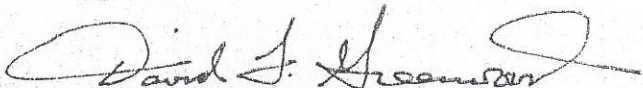
13.04 Compliance. These By-Laws are set forth to comply with the requirements of the Alabama Nonprofit Corporation Act and shall be considered an appendage to the Declaration filed prior hereto in accordance with said Act. In case any of these By-Laws conflict with the provisions of said statutes, it is hereby agreed and accepted that the provisions of the Act will apply.

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

The foregoing were adopted as the By-Laws of SANDY FORD
PROPERTY OWNER'S ASSOCIATION, INC., at the first meeting of the
Board of Directors on the 4th day of April, 2006.


Secretary

Approved:


President

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