

## EXHIBIT "E" HOA BY LAWS

### ARTICLE I. NAME AND LOCATION

**1.01. Name.** The name of this corporation is Legacy Condominiums at Gulfport Homeowners Association ("Association"). For branding purposes, the name by which this condominium shall be known is Legacy Towers.

**1.02. Location.** The principal and registered office of the Association in the State of Mississippi shall be 2230 Beach Drive, Gulfport, Mississippi 39507. In the event of unforeseen circumstances (e.g. hurricanes, fire, or other event which damages or destroys property), the Association may have such other offices, either within or without the State of Mississippi as the Board of Directors may designate or as the business of the Association may require from time to time.

### ARTICLE II. PURPOSE AND APPLICABILITY

**2.01. Non-Profit Status.** This Association is a nonprofit corporation organized pursuant to Mississippi Code Annotated 79-11-101, et seq.

**2.02. Purpose of Association.** The purpose of the Association is to maintain the common areas of all phases of Legacy Condominiums at Gulfport ("Condominiums"), promote the wellbeing of the Condominiums, ensure compliance with Condominium covenants, and to make such assessments as may be needed to achieve the purposes hereunder.

**2.03. Non-Engagement in Inappropriate Activities.** This Association shall not engage in any activities or exercise any powers that are not in furtherance of the specific purposes of this Association.

### ARTICLE III. MEMBERS

**3.01. Membership.** Each owner or owners (hereafter "Owner") of a unit in Legacy Condominiums shall be a Member of the Association.

## **ARTICLE IV. BOARD OF DIRECTORS**

**4.01. Composition of the Board of Directors.** The Board of Directors of the Association shall be elected by the Owners from eligible Owners. There shall be five (5) directors.

**4.02. Term and Election of Directors.** Five Directors will be elected for a three (3) year term. Two (2) Directors elected from and by the Unit Owners comprising Tower I. Two (2) Directors elected from and by the Unit Owners comprising Tower II. The fifth Director elected at large from either Tower I or Tower II.

**4.03. Vacancies.** Vacancies in the Board of Directors shall be filled for the duration of the former Director's term of office by an individual elected by a two-thirds vote of the remaining Directors. A vacancy or vacancies in the Board of Directors shall be deemed to exist in the case of death, resignation or removal of any Director, or if the Owners fail, at any annual or special meeting at which any Director or Directors are elected, to elect the full authorized number of Directors to be voted for at that meeting. No reduction of the number of Directors shall have the effect of removing any Director prior to the expiration of his term of office.

**4.04. Resignation.** Any Director may resign at any time by giving written notice of his resignation to a meeting of the Board, or to the President or the Secretary. Any such resignation shall take effect immediately upon its receipt by the Board, the President or the Secretary.

**4.05. Removal.** Any individual Director may be removed from office with or without cause by the vote of two-thirds of the Directors entitled to vote at any meeting of the Board of Directors, or by the vote of two-thirds of the Owners at any annual meeting. The meeting notice must state that the purpose, or one of the purposes, of the meeting is removal of the Director. In case any one or more Directors be so removed, new Directors may be elected at the same meeting.

**4.06. When Board May Declare Vacancies.** The Board of Directors shall declare vacant the office of a Director if he be declared of unsound mind by order of Court or convicted of a felony, or may do so within sixty (60) days after notice of his election if he does not accept such office in writing or does not attend a meeting of the Board of Directors.

**4.07. Place of Meeting.** Regular meetings of the Board of Directors shall be held at any place within or without the State of Mississippi, which has been designated from time to time by resolution of the Board or by written consent of all members of the Board. In the absence of such designation, regular meetings shall be held at the principal office of the Association. Special meetings of the Board may be held either at a place so designated or at the principal office.

**4.08. Regular Annual Meeting of Owners.**

(a) Purpose. A regular annual meeting of the Owners for the purpose of election of Directors, and the transaction of any other business coming before such meeting shall be held each year on the third Saturday of October. No notice of such meeting to the Owners, other than this by-law, shall be necessary in order to legally constitute the meeting, provided a majority of the Owners shall be present. Notice of such meeting, including an agenda of items to be discussed, should be delivered to the Owners either in writing or electronically at least thirty (30) days prior to scheduled meeting. However, the failure to do so shall not affect the ability to have the annual meeting, nor any action taken therein. If a majority of the Owners shall not be present, then such regular annual meeting shall be adjourned and may be held at such time as shall be fixed by the consent, in writing, of all the Directors.

(b) Number of Votes. The number of votes to which each Unit is entitled is provided in the Declaration. The votes of a Unit shall not be divisible. A unit owner may cast his vote upon two conditions. First the unit owner must hold title to the unit. Second there must be no monthly or special assessment upon the unit which is sixty (60) days or more delinquent.

(c) **Vote Required to Transact Business.** When a quorum is present, the holders of a majority of the voting rights present, in person or by proxy, shall decide any question brought before the meeting, unless the question is one on which, by express provision of the Act or the Condominium Documents, a different number or manner of voting is required, in which case the express provision shall govern and control the decision in question.

(d) **Designation of Voting Member.** If a Unit is owned by more than one (1) person, the person entitled to cast the vote or votes for the Unit may 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 person entitled to cast the votes for the Unit may be designated by a certificate of appointment signed by a duly authorized representative of the entity and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit involved. A certificate may be revoked by any Owner of an interest in the Unit.

(e) **Failure to Designate a Voting Member.** If a Unit is owned by more than one person and they do not designate a voting member the following provisions shall apply:

(1) If more than one such Owner is present at any meeting and they are unable to concur in a decision on any subject requiring a vote, they shall lose their right to vote on that subject at that meeting, however, said vote or votes shall be included in the determination as to the presence of, or lack thereof, of a quorum.

(2) If only one such Owner is present at a meeting, that person shall be entitled to cast the vote or votes pertaining to the Unit.

(3) If more than one Owner is present at the meeting, and they concur, any one such Owner may cast the vote or votes for the Unit.

(f) **Voting by Proxy.** A Unit Owner may cast a vote in person or by proxy, as provided for in the Act. All proxies must be in writing,

dated, signed by the Unit Owner generating the proxy, and filed with the Secretary of the Association before the appointed time of the meeting to which it applies. A Unit Owner may revoke a proxy at any time by delivering a written notice of revocation to the Association before the appointed time of the meeting. No proxy vote may be made for another Unit Owner by any person who is not himself or herself a Unit Owner, in good standing with fully paid and current Association assessments.

**4.09. Order of Business.** The order of business at annual meetings of Owners and, as far as practical, at all meetings of Owners, 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; and
- Adjournment.

**4.10. Minutes of Meetings.** The minutes of all meetings, regardless of whether the annual meetings of Owners, or quarterly or specially called meetings of Directors, shall be recorded and maintained by the Secretary at the principal office of the Association and shall be available for inspection by Owners during normal office hours.

**4.11. Regular Quarterly Meeting.** A regular quarterly meeting of the Board of Directors shall be held each quarter and notice of such meeting shall be provided to all Owners electronically at least seven (7) days prior to the meeting, and notice of meeting shall be posted outside of the HOA Office and on the Legacy website. Any Director may place an item on the agenda of any regular quarterly meeting and shall do so by informing the Secretary at least five (5) days prior to distribution of the agenda. The agenda for such regular quarterly meeting shall be prepared by the Secretary of the Association and this agenda, together with all related documents necessary for full discussion of the topics listed for discussion, and a copy of any

unapproved minutes of prior meetings shall be distributed to each Director at least three (3) days prior to the meeting.

**4.12. Special Meeting.** Special meetings of the Board of Directors for any purpose or purposes shall be called at any time by any Director. No business shall be considered at any special meeting other than the purposes stated in the notice given to each Director of the meeting, except upon the unanimous consent of all Directors.

**4.13. Executive Session.** At any meeting of the Board or the Association, the Board may vote to go into Executive Session for any matter involving pending or potential litigation, contract negotiation, or personnel issues.

**4.14. Notice of Special Meeting.** Notice of the time, place and purpose of all special meetings shall be distributed to each Director by electronic means at least three (3) business days prior to the time of the holding of the meeting.

**4.15. Waiver of Notice.** Any actions taken or approved at any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present and, if either before or after the meeting, each of the Directors not present signs a written waiver of notice or a consent to holding such meeting or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the records of the Association or made a part of the minutes of the meeting.

**4.16. Quorum.** In all meetings of the Board, a quorum shall consist of not less than a majority of the fixed number of Directors and the acts of a majority of the Directors present at a meeting in which a quorum is present shall be the acts of the Board of Directors.

**4.17. Adjournment.** A quorum of the Directors may adjourn any Directors meeting to meet again at a stated day and hour. At any rescheduled meeting, quorum requirements must be met and, thereafter, any business may be transacted which might have been transacted at the meeting as originally noticed. Notice of the time and place of holding a rescheduled meeting must be given to

absent Directors if the time and place be fixed at the meeting adjourned.

**4.18. Salaries and Compensation.** Members of the Board of Directors shall not be entitled to a salary for their service as members of the Board of Directors of the Association. Directors may receive reimbursement for their reasonable expenses, or a portion thereof, incurred in connection with their transacting business of the Association, as provided for all members of the Association in these By-Laws.

**4.19. Action Without Meeting.** Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if all members of the Board of Directors consent thereto in writing. Such written action by unanimous consent shall have the same effect as actions taken at a meeting of the Board of Directors and shall be filed with the Secretary of the Association and made a part of the minutes of proceedings of the Board of Directors. Action taken under this section is effective when the last director signs the consent unless the consent specifies a different effective date.

**4.20. Proxies.** Members of the Board of Directors are not entitled to vote or execute consents in their capacity as a Director by use of proxy.

**4.21. Telephonic Meeting.** Members of the Board of Directors may participate in a meeting of such Board by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other and participation in a meeting pursuant to this section shall constitute presence in person at such meeting.

**4.22 Director Authority.** Unless duly authorized by the Board of Directors, no Director, in his capacity as such, shall individually take any action with respect to the Association's affairs, including but not limited to, the employment or termination of employment of any employee of the Association, except through proper actions of the Board of Directors. Unless authorized by the Board of Directors, an individual Director shall have only the authority to participate in the management of the business of the Association by participation in meetings and decisions of the Board of Directors. No Director, as

such, of the Association shall voluntarily disclose to any person any proprietary or confidential information concerning the Association's affairs, except such disclosure as may be necessary for a Director to perform his duties as a Director.

#### **4.23. Duties of the Board of Directors.**

(a) The Directors shall have the general management and control of the business and affairs of the Association and shall exercise all powers that may be exercised or performed by a nonprofit charitable Association under the laws of the State of Mississippi, and these By-Laws.

(b) Each Director shall participate as a member on one of the standing committees of the Association, as assigned or designated by a majority of the Directors. Each standing committee shall be composed primarily of individuals other than officers and Directors of the Association, and each Director on each standing committee shall report to the Board of Directors as to the actions of the committee of which he is a member.

(c) Each Director is authorized to act on behalf of the Association when performing tasks in furtherance of a particular project for which he or she is responsible.

(d) The Board of Directors, individually and as a body, shall be responsible for formulating policy for the Association.

**4.24. Background Check for Directors.** As a pre-condition of service, each Director shall undergo a third party criminal background check. No one with a prior conviction of a legal felony shall serve on the Board of Directors.

### **ARTICLE V. OFFICERS**

**5.01. Officers.** The officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer. The Association may also have, at the discretion of the Board of Directors, one or more Vice-Presidents, one or more Assistant Secretaries, one or more Assistant Treasurers, and such other officers as may be appointed in accordance with the provisions of Section 5.03 of this Article. One



person may hold two or more offices; provided, however, that no person shall at the same time hold the offices of President and Secretary.

**5.02. Appointment.** Officers of the Association, except such officers as may be appointed in accordance with the provisions of Sections 5.03 or 5.05 of this Article, shall be chosen annually by the Board of Directors, and each shall hold his office until he shall resign or have been removed or otherwise disqualified to serve, or his successor shall be qualified.

**5.03. Subordinate Officers.** The Board of Directors may appoint such other officers as the business of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in the By-Laws or as the Board of Directors may from time to time determine. Such subordinate officers are not Directors and do not have Board voting privileges.

**5.04. Removal and Resignation.** Any officer may be removed by the Board of Directors at any regular or special meeting thereof. Any officer may resign at any time by giving written notice to the Board of Directors, or to the President, or to the Secretary of the Association.

**5.05. Vacancies.** A vacancy in any office because of death, resignation, removal, disqualification, or other cause shall be filled in the manner prescribed in the By-Laws for regular appointments to such office.

**5.06. President.** The President shall, subject to the control of the Board of Directors, have general supervision, direction and control of the Association consistent with the express policies and goals of the Association. The President shall preside at all meetings of the Board of Directors. The President is authorized to sign all documents requiring execution in the name of the Association as may pertain to the ordinary course of the Association's business and shall, with the Secretary, sign the minutes of all meetings over which he may have presided.

**5.07. Duties of the President.** The President, who shall be a Director, has the following powers and duties:

- 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, subject to control of the Board of Directors.
- e) To, along with the Secretary, prepare, execute, certify, and record amendments to the Declaration and Bylaws on behalf of the Association, in accordance with approval of the Board of Directors.

**5.08. Vice-President.** In the absence or disability of the President, the Vice-President(s), in order of their rank as fixed by the Board of Directors, shall perform all the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-Presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the Board of Directors or the By-Laws.

**5.09. Secretary.** The Secretary shall keep or cause to be kept, at the principal office of the Association or such other place as the Board of Directors may order, a book of minutes of all meetings of Directors, with the time and place of holding, whether regular or special, and, if special, how authorized, the notice thereof given, the names of those present at Directors meetings, and the proceedings thereof. The Secretary shall give, or cause to be given, notice of all meetings of the Board of Directors required by the By-Laws to be given. He shall also sign, with the President, all contracts, deeds, licenses and other instruments when so ordered. He shall make such reports to the Board of Directors as they may require and shall also prepare such reports and statements as are required by

the laws of the State of Mississippi and shall perform such other duties as may be prescribed by the Board of Directors or by the By-Laws. He shall attend to such correspondence and perform such other duties as may be incidental to his office or as may be properly assigned to him by the Board of Directors, including keeping current records showing the Members of the Association together with their addresses, as well as, along with the President, preparing, executing, certifying and recording amendments to the declaration on behalf of the Association.

**5.10. Treasurer.** The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the Association, including account of its assets, liabilities, receipts, disbursements, gains, losses, capital, and surplus. The books of account shall at all reasonable times be open to inspection by any member of the Association. The Treasurer shall deposit all monies and other valuables in the name and to the credit of the Association with such depositories as may be designated by the Board of Directors. He shall disburse the funds of the Association as may be ordered by the Board of Directors, shall render to the President and Directors, whenever they require it, an account of all of his transactions as Treasurer and of the financial condition of the Association, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or the By-Laws, including, but not limited to, preparing and distributing the financial statements for the Association, preparing a record of all receipts and expenditures, preparing and accounting for each unit, setting forth any shares of Common Expenses or other charges due, the due dates thereof, the present balance due and any interest in Common Surplus.

**5.11. Authority to Bind Association.** No officer of the Association shall have the authority to cause the Association to become obligated in any manner or form whatsoever except as may be prescribed by the Board of Directors or these By-Laws.

**5.12. Salaries and Compensation.** Officers of the Association shall not be entitled to a salary for their service as officers. Officers may receive reimbursement for their reasonable expenses or a portion thereof, incurred in connection with their transacting business of the Association, as provided for all members of the Association in these By-Laws.

## **ARTICLE VI. EXECUTIVE DIRECTOR**

**6.01.** The Board of Directors may, in its discretion, appoint an Executive Director of the Association, who shall work under the direction of the Board of Directors. The Executive Director shall consult with the Board of Directors on matters involving the exercise of discretion or the interpretations of policies when such matters have not been determined. The Executive Director shall serve as an ex officio member, without vote, of the Board of Directors and may serve on the various standing committees.

## **ARTICLE VII. COMMITTEES**

**7.01. Standing Committees.** The Board of Directors may designate, by resolution, such standing or other committees of the Association as it deems appropriate and advisable.

**7.02. Committee Chairman.** The Board of Directors shall appoint the chairman of any such committees.

**7.03. Committee Members.** The chairman of each such committee shall choose its members; provided however, that each such committee shall have no less than one member of the Board of Directors as provided in Section 4.23(b) hereof.

**7.04. Reports.** The chairman of any such committee shall maintain complete and accurate records of the committee's actions and undertakings. The chairman of each such committee shall provide a report to the Board of Directors at the regular meeting of the Board of Directors following the close of every calendar quarter.

**7.05. Meetings.** Each such committee shall meet at reasonable and regular time intervals.

## **ARTICLE VIII. FISCAL YEAR**

**8.01. Fiscal Year.** The fiscal year of the Association shall terminate on the 31<sup>st</sup> day of December of each calendar year and all records, books and accounts and all tax returns shall be kept and filed accordingly.

## **ARTICLE IX. FISCAL MANAGEMENT**

**9.01. Definitions.** The capitalized terms in this Article shall have the meaning as listed in the Declaration of Condominium, as amended. The fiscal year of the Association shall be kept and filed accordingly.

**9.02. Annual Budget.** The Board of Directors shall adopt a budget for each fiscal year in accordance with the Act. The annual budget of the Association shall be detailed and shall show the amounts budgeted by accounts and expense classification. Expense shall be estimated for each category and item of the Common Expenses. The budget shall also 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 Unit Owner's proposed Assessment for common Expenses. Copies of the budget and proposed assessments shall be transmitted to each Member in accordance with the Act.

**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. Within thirty (30) days after adoption of any proposed budget for the condominium, the Board shall provide a copy of the budget to all 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) days nor more than thirty (30) days after delivery, including delivery by electronic mail as an option for delivery, or mailing of the proposed budget to the unit Owners. The meeting may occur at the same time and place as the annual meeting of the Association. Unless at that meeting a majority of all the unit Owners present in person, or by proxy, 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. The Board shall furnish copies of the final annual budget to each unit Owner within thirty (30) days after the adoption.

**9.04. Assessments.** Assessments for Common Expenses shall be made in accordance with the Declaration, the Act, and these By-Laws. Assessments shall be collected by the Association on a monthly basis as follows: On or before the first day of each month of the fiscal year for which the Assessments are made, each unit Owner shall pay one-twelfth (1/12<sup>th</sup>) of his share of the Common Expenses for such year as shown by the annual budget and the expenses incurred on an annual or semi-annual basis. However, at the discretion of the Board, prepaid insurance premiums may be made payable on an annual or semi-annual basis as a single charge or assessment. Further, at the discretion of the Board, prepaid insurance premiums and other expenses incurred on an annual or semi-annual basis may be made payable on an annual or semi-annual basis as a single charge or assessment. The assessments of the Common Expenses shall be as set forth in the Declaration, but the yearly assessment for Common Expense of each Owner shall be in proportion to his respective ownership interests in the Common Elements. 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. However, the failure to send or receive such monthly statement shall not relieve the unit Owner of his obligation to make timely payment of the monthly Assessment. If the Board shall not approve an 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 the amount of his monthly Assessment as last determined. No unit Owner shall be relieved of his obligation to pay his Assessment by abandonment of his Unit or lack of use of the Common or Limited Common Elements. The collection for Assessments shall begin at such time as the first unit is conveyed by the Developer.

**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 Elements

and those Limited Common Elements which the Association may be obligated to maintain.

**9.06. 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.

**9.07. Lien for Expenses.** If any Unit Owner shall fail or refuse to make any payment of the Common Expenses or other assessment or fine imposed against him when due, the amount due, together with costs, reasonable attorneys' fees, and interest thereon at the maximum percentage rate as may then be permitted under the laws of the State of Mississippi, from and after the date said Common Expenses or other assessments or fines become due and payable in accordance with applicable law, shall constitute a lien on the interest of the Unit Owner in the Property.

**9.08. Priority of Lien.** Any lien of the Association shall be subject to the rules of priority as stated in the Declaration and other applicable state laws.

**9.09. Acceleration of Assessment Installments.** In accordance with the provisions of the act, if an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.

**9.10. Default.**

(1) In the event the Owner of a unit 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 unit created by non-payment of the required monies in the same fashion as mortgage liens on real estate are foreclosed; provided that thirty (30) days' prior notice of the intention to foreclose shall be mailed, postage prepaid, to the Unit Owner and to all persons having a mortgage lien or other interest of record. The Association shall be entitled to the appointment of a Receiver, if so requested. 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, brought by or on behalf of the Association against a Unit Owner, and the losing defendant shall pay the cost thereof, together with a reasonable attorney's fee.

(2) 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 monies remaining after deducting the foregoing items of expenses shall be returned to the former owner of the unit in question.

**9.11. Supplemental Assessments.** If during the course of any fiscal year, it shall appear to the Board that the monthly 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 will prepare and approve a supplemental budget covering the estimated deficiency. Copies of the supplemental Assessment shall be made to each Unit Owner for his proportionate share of the supplemental budget.

**9.12. Annual Statement.** Within sixty (60) days after the end of each fiscal year, the Board shall cause to be furnished to each Unit Owner financial statements including a balance sheet, an income statement, for both the operating and reserve funds for the Association, and such other information as the Board may deem desirable. Any mortgage holder may have an audited statement prepared at its own expense.

**9.13. Accounting Records.** The Association shall keep financial records sufficiently detailed to enable the Association to comply with the requirements of the Act. 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 Unit 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 Unit Owners and his authorized agents at reasonable times.

**9.14. Information.** The Association shall be required to make available to Unit 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 Property, and the books, records, 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 preceding fiscal year.

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

- a) Any condemnation or casualty loss that affects either a material portion of the Property or the Unit securing its mortgage.
- b) Any 60-day delinquency in the payment of assessments or charges owed by the Owner of any Unit on which it holds the mortgage.
- c) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.
- d) Any proposed action that requires the consent of a specified percentage of mortgage holders.

## **ARTICLE X. ANNUAL FINANCIAL REPORT**

**10.01. Annual Financial Report.** Within one hundred eighty (180) days following the end of the fiscal year, owners will be provided with financial statements for the previous year, prepared in accordance with generally accepted principles and audited in accordance with generally accepted auditing standards by a Mississippi licensed certified public accountant. Audit reports, as well as any other information provided by the Auditor, will be posted to the Legacy website.

## **ARTICLE XI. AMENDMENTS TO BY-LAWS**

**11.01. 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.

**11.02. Adoption.** These By-Laws may be altered or amended, pursuant to Article XIII of the Declarations.

**11.03. Prohibited Amendments.** No amendment that is in conflict with the Articles, the Declaration or the Act shall be adopted.

**11.04. Recording.** These By-Laws shall be binding upon any Owner at such time as title to a unit in Legacy Condominiums vests in such Owner. Any Amendment to these By-Laws shall be binding upon approval of such Amendment.

## **ARTICLE XII. MISCELLANEOUS**

**12.01. Construction.** Whenever the content so permits, the singular shall include the plural, the plural shall include the singular, and use of gender shall be deemed to include all genders.

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

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

**12.04. Conflicts.** In the event of any conflict between the provisions of these By-Laws and the Declaration, the Declaration shall govern, except to the extent the Declaration is inconsistent with the Act.

**12.05. Compliance.** These By-Laws are set forth to comply with the requirements of the Mississippi Nonprofit Association Act and shall be considered an appendage to the Declaration filed prior hereto in accordance with said Acts. 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 Acts will apply.

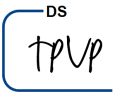
**12.06. Members' Area of Legacy Website.** A members-only page of the Legacy Condominiums at Gulfport website is established and maintained. Unit Owners are issued a password and ID to access that page. The following documents and information are available on that page:

- a) The names and contact information (phone numbers and email addresses) for the Board of Directors and the HOA Manager.
- b) A list of Legacy employees and their titles, as well as on site contact information for Legacy Security and Maintenance.
- c) A summary profit and loss statement updated monthly.
- d) A balance sheet updated monthly.
- e) A copy of the Legacy condominium Declarations, as updated.
- f) A copy of the Legacy Bylaws, as updated.
- g) A copy of the Legacy rules and regulations, as updated.
- h) A copy of the Annual Financial Report

The foregoing was adopted as the Bylaws of the Association by a unanimous vote of the Board of Directors thereof at the Board Meeting via TeamViewer # 573 078 364 on the 6th<sup>d</sup> day of March, 2020 at 10:00 AM CST.


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Randy Stone, President  
3/26/2020

Tommy Poirier, Vice President  
3/26/2020

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Keefe Ditta, Director  
3/28/2020

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