

SECOND AMENDED AND RESTATED BYLAWS OF PASS MARIANNE HOME OWNERS ASSOCIATION

GENERAL

1.01. Purpose. These are the Bylaws of the PASS MARIANNE HOME OWNERS ASSOCIATION, also known as Pass Marianne Home Owners Association, a non-profit Mississippi Corporation (hereinafter referred to as the "Association") organized pursuant to the Mississippi Condominium Law and the Mississippi Non-Profit Corporations Act (the "Act"), for the purpose of administering PASS MARIANNE CONDOMINIUMS, herein after referred to as the Condominium: which is located in Pass Christian, Mississippi.

1.02. Applicability of Bylaws. The provisions of these Bylaws are applicable to the Condominium Property and to the use and occupancy thereof. All present and future owners, mortgagees, lessees and Occupants of Units, and any other persons who may use the facilities of the Property in any manner are subject to these Bylaws, the Declaration and the Rules and Regulations made in accordance with the therewith. The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a Unit shall constitute an agreement that these Bylaws, 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 at 1100 W. Beach Boulevard, Pass Christian, Mississippi 39571, or 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 for PASS MARIANNE CONDOMINIUMS, filed in the Office of the First Judicial District of Harrison County, Mississippi, 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 Unit in the Condominium. No ownership may be separated from the Unit to which it is appurtenant.

2.02. No Additional Qualifications. No initiation fees, cost, 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 in the Declaration.

2.03 Succession. The membership of each Unit Owner shall automatically terminate on the conveyance, transfer, or other disposition of a Unit Owner's complete interest in the Unit. Under no circumstances do the rights of a Unit Owner transfer to a Tenant, or to any conveyance of property by percentage unless that percentage is over fifty percent (50%). The Unit Owner's membership shall automatically be transferred to the new Unit 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 Mississippi, and pursuant to the Mississippi Condominium Law and the Act. The Association shall issue no shares of stock of any kind or nature whatsoever.

MEETINGS OF MEMBERS

3.01 Annual Meeting. A meeting of the Association must be held at least once each year. The annual meeting of Members shall be held at the office of the Association on the third Saturday of October of each year for the purpose of electing Directors and transacting any their 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 but not less than ten (10) days nor more than sixty (60) days in advance of 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 nor more than sixty (60) days in advance of the regular meeting; and further provided that each annual meeting of Members shall be held within one (1) month of the date on which it should be regularly have been held but for such change.

3.03. Special Meeting. Special meetings of the Members of the Association may be held whenever by a majority of the Board of Directors at which point the President or Vice President, and a majority of the Board of Directors can call a special meeting of the Members of the Association and must be called by the Board upon receipt of a written request from members entitled to cast one-third (1/3) of the votes of the entire membership.

3.04. Notice of Meeting. Notice of all meetings of Members must be given stating the time and place and an identification of agenda items, 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 their

address or email address as it appears on the books of the Association and shall be mailed, email, or delivered, not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings. Adequate notice of Members' meetings shall also be posted in a conspicuous place on the condominium property at least fourteen (14) continuous days preceding said meeting, except in emergency. Notice of any meeting where assessments against Unit Owners are to be considered for any reason shall specifically contain the statement that the assessments will be considered and the nature of such assessments.

3.05. Waiver of Notice. Any Member or first Mortgagee 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 fifty-one percent (51%) of the votes entitled to be cast at such meeting are present throughout such meeting, except as otherwise provided by the Articles, by the Declaration, or by these Bylaws.

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 Members shall be kept in a book available for inspection by Unit Owners or authorized representatives.

VOTING RIGHTS

4.01. Votes. Each Residential Unit owner shall be entitled to one (1) vote as a Member of the Association (all votes have equal value), *subject to* Article III of the Declarations, Section 2, entitled "Voting Rights". The value of a Unit 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 the 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 be express provision of the Act, the declaration, or the Bylaws, a different number or manner of voting is required, in which case the express provision shall govern and control the decision in question.

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 conducted by a Board of Directors which shall consist of not fewer than three (3) persons nor more than nine (9) persons. The number of Directors shall be fixed from time to time by the Association Members.

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

cease to meet such qualifications during their term., they shall cease to be a director and their 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 also be made 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 in accordance with the Act and the provisions of the Declaration. 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 by either 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 their successor shall be elected and qualified or until they resign 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 they succeed.

5.07. Removal. Any director may be removed by a majority vote of the Members of the Association at a Special meeting called for that purpose, wherein each Member shall have one vote

in the removal of the director being sought to be removed. The vacancy in the Board of Directors so created shall be in accordance with Section 5.07.

5.08. Compensation. A director shall not receive any compensation for any services they 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 their performance of their duties.

MEETING 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, e-mail or telephone, not less than ten (10) nor more than sixty (60) days in advance of any 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 one-third (1/3) of the votes of the Board. Not less than three (3) days' notice of the meeting shall be given personally or by mail, e-mail, or telephone, 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 Property at least forty-eight (48) hours prior to the meeting, except in event of 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 with 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 Unit Owners, or their authorized representatives, or any directors at any reasonable time.

6.08. Presiding Officer. The presiding officer of directors' 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 Bylaws, except for such powers and duties reserved thereby to the Members. The powers and the duties of the Board shall include, but shall not be limited to the following:

- (1) To elect and remove officers of the Association as hereinafter provided.
- (2) To administer the affairs of the Association and the Condominium Property.

- (3) To maintain bank accounts on behalf of the Association and to designate signatories required therefore.
- (4) To sell, lease, mortgage, or otherwise deal with Units acquired by the Association.
- (5) To pay the cost of all taxes and utilities assessed against the Condominium that are not assessed and billed to the Unit Owners of individual Units.
- (6) To borrow money on behalf of the association when required in connection with the operation, care, upkeep, and maintenance of the Common Elements; provided, however, that the consent of at least two-thirds (2/3) of the votes of the members, obtained at a meeting duly called and held for such purpose in accordance with the provision of these Bylaws, shall be required for the borrowing of such money.
- (7) To estimate the amount of the annual budget and to make, levy, enforce and collect Assessments against Unit Owners in accordance with Article VI of the Declarations to defray the costs, expenses, and losses of the Condominium, and to provide adequate remedies for failure to pay such assessments.
- (8) To use the proceeds of Assessments in the exercise of its powers and duties.
- (9) To maintain, repair, replace, and operate Property, including the reasonable right of entry upon any Unit to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the project and the right to grant permits, licenses, and easements over the common areas for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance or operation of the Development.

- (10) To purchase insurance on the Property, and to purchase insurance for the protection of the Association and its Members, and the members of the Board of Directors and officers of the Association.
- (11) To reconstruct improvements after casualty and to further improve the Property.
- (12) To make and amend reasonable Rules and Regulations respecting the use of the Property and the operation of the Condominium.
- (13) To enforce by legal means the provisions of the Mississippi Condominium Law, the Mississippi Nonprofit Corporation Act, the Declaration, the Articles, the Bylaws, and the Rules and Regulations for the use of the Property.
- (14) To contract for the management of the Property and to delegate 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.
- (15) 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.
- (16) To retain attorneys and accountants.
- (17) To employ personnel to perform the services required for proper operation of the Condominium.
- (18) Except as prohibited by the Declaration, to purchase a Unit of the Condominium for the purposes authorized in the Declaration.

(19) To procure such fidelity bonds, as the Board deems advisable, covering officers and employees of the Association handling and responsible for the Association's funds and personal property, and to procure directors' and officers' liability insurance, if the Board deems it advisable, and the premiums of such bonds and insurance shall be paid by the Association as Common Expense.

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 Condominium 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 directors; meetings shall be:

Call of Roll

Proof of 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, who shall be a director; a Vice President; who shall be a director; and, a Secretary and a Treasurer, who shall each be a director, 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 in accordance with the Act. Any Person may hold two (2) or more offices, except that the President shall not also be the Secretary or Treasurer. 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 their 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 concurrence of a majority of the votes of Board of Directors at a special meeting of the Board called for that purpose. Any officer may resign at any time by giving written notice to the Board. Such resignation shall take effect on the date of receipt 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 they succeeds.

8.05. Compensation. An officer shall not receive any compensation for any service they 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 their 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 a condominium association, including, but not limited to the following powers:

- (1) To preside over all meetings of the Members and of the Board.
- (2) To sign as President all deeds, contracts, and other instruments that have been duly approved by the Board.
- (3) To call meetings of the Board whenever they deems it necessary in accordance with the rules.
- (4) 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 a condominium association. The Vice President shall, in the absence of or disability of the President, exercise the powers and perform the duties of the President. They shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board.

8.08. Secretary. The Secretary, who shall be a director, shall have all the powers and duties that are usually vested in the office of the Secretary of a condominium association. The Secretary shall keep the minutes of all proceedings of the Board and the Members. They shall attend to the giving and serving of all notices to the Members and directors and other notices required by law. They shall have custody of the seal of the Association and affix the same to the instruments requiring a seal when duly signed. To sign as Secretary all deeds, contracts, and other instruments that have been duly approved by the Board, if said instrument requires to signature or attestation of the Secretary. They 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 have all the powers and duties that are usually vested in the office of the Treasurer of a condominium association. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. They shall keep the financial records and books of account of the Association in accordance with good accounting practices; shall keep detailed, accurate records in chronological order of the receipts and expenditures affecting the Common Elements and facilities, specifying and itemizing the maintenance and repair expenses of the Common Elements and facilities and any other expenses incurred; and they shall perform all other, duties incident to the office of the Treasurer. The records, books of accounts and the vouchers authorizing payments, shall be available for examination by a Member of the Association at convenient hours of weekdays.

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 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 shall also include reserve accounts for working 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 Owners proposed Assessments 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 shall prepare or cause to be prepared a proposed annual budget for each fiscal year of the Association in accordance with the Act.

9.04. Assessments. Assessments for Common Expenses shall be made in accordance with the Declaration, and these Bylaws. Assessment 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) of their share of the Common Expenses for such year as shown by the annual budget. The Assessments of the Common Expenses shall be set forth in the Declaration, but the yearly Assessment for each Unit Owner for Common shall be in accordance with Article VI of the Condominium Declarations. The Board may cause to be sent to each Unit Owner, on or before the first day of each month, a statement of the monthly

Assessments. However, the failure to send or receive such monthly statement shall not relieve the Unit Owner of their obligation to make timely payment of the monthly Assessments. 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 do, each Unit Owner shall continue to pay the amount of their monthly assessment as last determined. No Unit Owner shall be relieved of their obligation to pay their Assessment by abandonment of their Unit 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 Elements and the Units. The fund shall be maintained out of annual Assessments and excess insurance proceeds as provided by Articles VI and XI of the Condominium Declarations.

9.06. Default. In the event a Unit Owner 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 moneys in accordance with the Act; provided that thirty (30) days prior notice of the intention to foreclose shall be mailed, postage pre-paid, to the Unit Owner and to all Persons having a mortgage lien or other interest of records in such Unit as shown in the Association record of ownership. The Association shall be entitled to the appointment of a receiver if it so requests. The Association shall have the right to bid on the Unit at a foreclosure sale and to acquire, hold, mortgage and convey the same. In any such foreclosure action, the lien of the Association shall be stated in the Declaration. In lieu of foreclosure its lien, in addition to the remedy of imposing and foreclosing its lien, the Association, in addition to any remedy permitted in Section 9, Article VI of the Condominium Declarations, may bring suit to recover money judgment 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 judgment, brought by or on behalf of the Association against a Unit Owner, the losing defendants shall pay the cost thereof together with a reasonable attorney's fee. If the Association becomes the Unit Owner by reason of foreclosure, it shall offer said Unit and properties for sale and at such proceeds all sums of money due it for monthly Assessments and charges, all cost incurred in the bringing of foreclosure suit, including reasonable attorney's fees, and any and all expense incurred in the resale of the Unit, which shall include but not be limited to advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurbishing of the Unit in question. All moneys remaining after deducting the foregoing items of expense shall be returned to the former Unit Owner in question.

9.07. Annual Statement. Within sixty (60) days after the end of each fiscal year, the Board shall cause to be furnished to each Unit 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.

9.08 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 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 at reasonable times.

9.09 Depository. The depository of the Association shall be such bank and/or savings and loan associations as shall be designated from time to time by the directors and in which moneys of the Association shall be deposited. Withdrawal of moneys from such account shall be by paper checks signed by such persons as are authorized by the directors, credit cards authorized by the

Association, and the following bank and electronic payment methods initiated by such persons as are authorized by the directors: electronic check, ACH payment, bank transfer, direct debit, as well as bank and electronic payment methods commonly used in business operations.

OBLIGATION OF THE OWNERS

10.01. Assessments. Every Unit Owner in the Condominium shall contribute in accordance with Article VI of the Condominium Declaration toward the expense of administration of the Condominium, as provided in the Declaration and in these Bylaws. Each Assessment against a Unit shall also be the personal obligation of the Unit 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 Unit Owner shall promptly perform all maintenance and repair work, as provided in the Articles, the Declaration, or these Bylaws. A Unit Owner shall reimburse the Association for any expenditures incurred in repairing or replacing any Common Elements or facilities damaged through the Unit Owner's fault.

10.03. Use of Units. All Units shall be utilized in accordance with the provisions of the Declaration, these Bylaws and the Rules and Regulations of the Association.

RULES AND REGULATIONS

11.01. House Rules. The Board may from time to time adopt, modify, amend or add to Rules and Regulation concerning the use of the Property. Copies of such Rules and Regulations, or any amendments, additions, or modifications, shall be delivered to each Unit Owner not less than fourteen (14) days prior to the effective date thereof. No rule or regulation that is in conflict with the Declaration shall be adopted.

AMENDMENTS TO THE BYLAWS

12.01. Adoption. These Bylaws may be amended only by the affirmative vote or agreement of at least sixty-seven percent (67%) of the Membership, as defined in the Declarations, at the annual meeting of members or at a Special meeting called for that purpose

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

12.03. Recording. Any amendment shall become effective when recorded in the office of the Chancery Court, Harrison County, Mississippi, with these Bylaws in accordance with the Act.

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 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 Bylaws or the intent of any provision hereof.

13.03. Conflicts. In the event of any conflict between the provisions of the Declaration and the Bylaws, the Declaration prevails except to the extent the Declaration is inconsistent with the Act.

13.04. Compliance. These Bylaws are set forth to comply with the requirements of the act and the Mississippi Condominium Law and shall be considered an appendage to the Declaration filed prior hereto in accordance with said Act. In case of any of these Bylaws 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 Bylaws.

REGISTERED OFFICE AND AGENT

14.01. Name and Address. The location and mailing address of the initial registered office of PASS MARIANNE HOME OWNERS ASSOCIATION, INC, 1100 W. Beach Blvd. #210, Pass Christian, MS 39571. The name of the corporation's registered agent at such address is Thomas Carpenter.

The forgoing was adopted as the amended and restated Bylaws OF PASS MARIANNE HOME OWNERS ASSOCIATION at the annual meeting of the members of the Association by a vote of more than 67 percent of the Units on the ____ day of _____, 2025.

President

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on the _____ day of _____, 2025, within my jurisdiction, the within named Andrina McCaffrey, who acknowledged that she is the President of Pass Marianne Home Owners Association, a Mississippi limited liability company, and that Pass Marianne Home Owners Association, as the _____ in these Bylaws, is in full agreement and approval of the revisions made in 2025 to these Bylaws, and for and on behalf of said company and as its act and deed, she executed the foregoing revised Bylaws, for the purposes mentioned, on the day and year therein mentioned, after first having been duly authorized so to do.

Notary Public

My Commission Expires:

Filing Instructions:

Units:

201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212 - 12 Units

301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312 - 12 Units

401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412 - 12 Units

501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512 - 12 Units

Total - 48 Units