**Exhibit “C”**

**CORPORATE BYLAWS**

**OF**

**GCC CONDOMINIUM ASSOCIATION, INC.**

**Article I**

**ESTABLISHMENT AND OFFICES**

 **1.A Name: The formal name of the Association shall be " GCC Condominium Association, Inc." (hereinafter the “Association” and/or the "Corporation") and shall be operated and managed in accordance with these Bylaws and the Declaration of Gautier Commerce Center dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and as amended from time to time (the "Declaration"), and in accordance with the provision of the Mississippi Condominium Law, Section 89-9-1 *el seq.* of the Mississippi Code.**

 **1.B Principal Office: The principal office of the Corporation shall be located at 1406 Bienville Boulevard, Ocean Springs, Mississippi 39564 or at such other place, within or outside of the State of Mississippi, as determined from time to time by the Board of Directors.**

 **1.C Registered Office: The Corporation shall maintain a registered agent office in the State of Mississippi as required by law, which may be, but need not be, identical with the principal office.**

**Article II**

**DEFINITIONS**

**All the definitions as stated in the Declaration are incorporated herein. Terms used herein without a definition from the Declaration shall have the meanings specified in the Act.**

**Article III**

**UNIT OWNERS' ASSOCIATION**

 **3.A Composition: The Association shall consist of all Unit Owners. The Unit Owners Association shall have the responsibility of administering the Condominium, establishing the means and methods of collecting assessments and charges, arranging for the management of the Condominium and performing all of the other acts that may be required or permitted to be performed by the Association by the Act and the Declaration.**

 **3.B Annual Meetings: The annual meetings of the Association shall be held on a weekday or weekend (other than a legal holiday) at least thirty (30) days before the beginning of each fiscal year.**

 **3.C Place of Meetings: Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Unit Owners as may be designated by the Board of Directors.**

 **3.D Special Meetings: The President, a majority of the Board, or a majority of the Unit Owners, may call a special meeting of the Board by giving 10 days prior notice to each member of the Board. Such notice shall state the time, place and purpose of the meeting.**

 **3.E Notice of Meetings: The Secretary shall notify each Member of each annual or regularly scheduled meeting of the Unit Owners at least ten (10) but not more than thirty (30) days prior to such meeting, and of each special meeting of all the Members at least five (5) but not more than twenty (20) days prior to such special meeting, stating the time, place and purpose thereof. The giving of a notice of a meeting in the manner provided in this section and Section 9.A of these Bylaws shall be considered service of notice.**

 **3.F Quorum and Adjournment of Meetings: Except as otherwise provided in these Bylaws, the presence in person or by proxy of Members representing 51% or more of the total Common Area Interest shall constitute a quorum at all meetings of the Association. If at any meeting of the Association a quorum is not present, Members who are present at such meeting in person or by proxy may recess the meeting to such date, time and place as such Members may agree not more than five (5) business days after the time the original meeting was called, whereupon the Secretary shall make reasonable efforts to notify Members of such date, time and place. All Members shall make a good faith effort to attend each meeting of the Members of the Association.**

 **3.G Order of Business: The order of business at all meetings of the Association shall be as follows: (a) roll call (proof of quorum); (b) proof of notice of meeting; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) report of Board of Directors; (f) reports of committees; (g) appointment of inspectors of election (when so required;) (h) election of directors (when so required); (i) unfinished business; and (j) new business; provided, however, that balloting for election of directors may commence at any time.**

 **3.H Conduct of Meetings: The President shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting. The then current edition of Robert’s Rules of Order shall govern the conduct of all meetings of the Association when not in conflict with the Act or the Condominium Instruments.**

 **3.I Voting: All voting called for under these Bylaws, the Declaration or the Condominium Instruments shall occur in accordance with the following terms:**

 **Votes in the Association. A Unit Owner’s Votes in the Association is determined by the total square footage of the Unit, not including any Common Areas. So each Unit has as many votes as they own square footage of their Unit. (For example, if a Unit is 1,800 sq. ft., not including any common areas, in the building at the time of the vote, then such Unit will have 1,800 votes in the Association. All votes must be used together and cannot be split up.) (The total amount of votes for the Association is determined by the total square footage of all the Units. This total number may change from time to time depending on any conversions of Units to Common Areas and Common Areas to Units.)**

 **The votes allocated to a Unit may be cast by the Unit Owner of that Unit. Where the ownership of a Unit is in more than one person, the person who shall be entitled to cast the vote for such Unit shall be the person named in the certificate executed by all of the owners of such a Unit and filed with the Secretary. In the absence of such certificate naming a person, then the person who shall be entitled to cast the vote of such Unit shall be the person owning such Unit who is present. If more than one person owning such Unit is present, the votes allocated to that Unit may be cast only in accordance with the vote of a majority in interest of the multiple owners.**

 **A fiduciary shall be entitled to cast a vote for a Unit owned in a fiduciary capacity. If an Owner of a Unit is an entity, then such entity can nominate a person with a certificate of nomination with the Secretary to cast its vote. The aforesaid certificate shall be valid until revoked by a subsequent certificate similarly executed and filed with the Secretary.**

1. **Except where a greater number is required by the Act or by the Condominium Instruments, the affirmative vote of a majority of interests of the Members is required to adopt decisions at any meeting of the Association.**
2. **No Member may vote at any meeting of the Association or be elected to or serve on the Board of Directors if payment by such Member of any financial obligation to the Association is delinquent more than sixty (60) days and the amount necessary to bring the account current has not been paid at the time of such meeting or election.**

 **3. J Proxies: A vote may be cast in person or by proxy duly executed by a Member. A Member may not revoke a proxy given pursuant to this section except by written notice of revocation delivered to the person presiding over the meeting of the Association. A proxy is void if it is not dated and terminates one year after its date unless it specifies a shorter term. A proxy may be instructed (directing the proxy how to vote) or uninstructed (leaving how to vote to the proxy's discretion). Only instructed proxies may be granted by any Unit Owner to the Managing Agent.**

 **3.K Powers of the Association: All powers residing in the Association are expressly reserved to the Association, shall be delegated to and exercised by the Board of Directors and/or any Managing Agent(s) employed by the Board of Directors.**

 **3.L Action by Written Consent: Action required or permitted by this Section to be taken at a meeting of Members may be taken without a meeting if the action is taken by all Members entitled to vote on the action. The action shall be evidenced by one or more written consents describing the action taken, signed before or after such action by all Members entitled to vote thereon, and delivered to the Association for inclusion in the minutes or filing with the corporate records. The record date for determining Members entitled to take action without a meeting is the date the first Member signs the consent. A consent signed under this section has the effect of a meeting vote and may be described as such in any document.**

**Article IV**

**BOARD OF DIRECTORS**

 **4.A Powers and Duties: The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by the Act or the Condominium Instruments required to be exercised and done by the Members. In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board shall on behalf of the Association:**

1. **Prepare and adopt an annual budget, in which there shall be expressed the assessments of each Unit Owner for the General Common Expenses, and any other applicable assessments or expenses of the entire Property.**
2. **Make assessments against Unit Owners to defray the costs and expenses of the Common Elements and establish the means and methods of collecting such assessments from the Unit Owners and establish the period of installment payment of the annual assessment for General Common Expenses.**
3. **Provide for the operation, care, upkeep and maintenance of all of the Property and services of the Condominium, including the Common Elements.**
4. **Designate, hire and dismiss the personnel necessary for the maintenance, operation, repair and replacement of the Common Elements, if applicable, and, where appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties, which supplies, and equipment shall be deemed part of the Property.**
5. **Collect the Common Expense assessments, and other Common Expense assessments, if applicable, against the Unit Owners, deposit the proceeds thereof in bank depositories designated by the Board of Directors and use the proceeds to carry out the administration of the Property.**
6. **Adopt and amend any rules and regulations; provided, however, that such rules and regulations shall not be in conflict with the Act or the Condominium Instruments, and it being intended that such rules and regulations so adopted shall be only such rules and regulations which uniformly apply to all Unit Owners of the Building.**
7. **Open bank accounts on behalf of the Unit Owners Association and designate the signatures thereon.**
8. **Make, or contract for the making of, repairs, additions and improvements to or alterations of the Common Elements in accordance with these Bylaws and the Declaration, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.**
9. **Enforce by legal means the provisions of the Declaration, these Bylaws and the rules and regulations, act on behalf of the Members with respect to all matters arising out of any eminent domain proceeding and notify the Members of and litigation against the Association involving a claim in excess of ten percent of the amount of the annual budget.**
10. **Obtain and carry insurance against casualties and liabilities, as provided in the Declaration or these Bylaws, pay the premiums therefore, adjust and settle any claims thereunder.**
11. **Keep books with accounts affecting the Common Areas, and specifying the expenses of such Common Areas. Such books shall be available for examination by the Members, their attorneys, accountants, Mortgagees and authorized agents during normal business hours on business days at the time and in the manner set and announced by the Board of Directors for the general knowledge of the Members. The Board, on behalf of the Association, shall also keep current copies of the Declaration, Bylaws and Condominium Rules.**
12. **Pay the cost of all authorized services rendered to the Association and not billed to a Unit Owner.**
13. **May notify a Mortgagee of any default hereunder by the Unit Owner of the Unit subject to such Mortgage, in the event such default continues for a period exceeding sixty (60) days.**
14. **Borrow money on behalf of the Condominium when required in connection with any one instance relating to the operation, care, upkeep and maintenance of the Common Areas, provided, however, that a majority vote in writing by Members shall be required to borrow any sum in excess of fifty percent (50%) of the total annual assessment for Common Expenses for that fiscal year.**
15. **Do such other things and acts not inconsistent with the Act or the Condominium Instruments which the Board of Directors may be authorized to do by a resolution of the Association.**

 **4.B Managing Agent: The Board of Directors may contract with or employ any person, firm or corporation, including an affiliate of a Unit Owner or Declarant, to serve as Managing Agent for the Condominium and the Association, at a compensation established by the Board of Directors. The Board of Directors may assign any of their duties herein to the Managing Agent.**

 **4.C Number, Election and Term of Office: The Declarant will elect the first 3 Board of Directors for the first year of the Association. The first year will start the day after the first Unit is sold. At the first meeting of the Association, (1 year later), three (3) members of the Board of Directors shall be elected by the Unit Owners. The term of office of the directors shall be one (1) year.**

 **4.D Organization Meeting: The first meeting of the Board of Directors following the annual meeting of the Association shall be held within thirty (30) days thereafter at such time and place as shall be determined by a majority of the directors at the meeting at which such Board of Directors shall have been elected.**

 **4.E 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, but such meetings shall be held at least once every six (6) months during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director, personal1y or by mail, electronic means or telephone, at least three (3) business days prior to the day named for such meeting.**

 **4.F Special Meetings: Special meetings of the Board of Directors may be called by the President or a majority of the Board on three (3) business days' notice to each director, given personally or by mail, electronic means or telephone, which notice shall state the time, place and purpose of the meeting.**

 **4.G Waiver of Notice: Any director may at any time, in writing, waive notice of any meeting of the Board of Directors, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director, in person or by telephone communication, at any meeting of the Board of Directors shall constitute a waiver of notice by such director of the time, place and purpose of such a meeting. If all directors are present at any meeting of the Board of Directors, no notice shall be required, and any business may be transacted at such meeting.**

 **4.H Quorum of Board of Directors: At all meetings of the Board of Directors majority of the directors shall constitute a quorum for the transaction of business; and the votes of a majority of the directors’ present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn or recess the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice. A director who participates in a meeting by means of telephone communication shall be deemed present at the meeting for all purposes.**

 **4.I Compensation: No director shall receive any compensation from the Association for acting in such capacity unless approved by 80% of the Unit Owners.**

 **4.J Conduct of Meetings: The President shall preside over all meetings of the Board of Directors and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting as well as a record of all transactions and proceedings occurring at such meetings. The then current edition of Robert's Rules of Order shall govern the conduct of the meetings of the Board of Directors when not in conflict with the Act or the Condominium Instruments.**

 **4.K Action Without Meeting: Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the directors shall individually or collectively consent in writing to such action. Any such written consent shall be filed with the minutes of the proceedings of the Board of Directors.**

 **4.L Liability of the Board of Directors, Officers, Units Owners and Association:**

 **(a) The officers and directors shall not be liable to the Association or any Member for any mistake of judgment, simple negligence or otherwise, except for their own individual willful misconduct, gross negligence or bad faith. The Association shall indemnify and hold harmless each of the officers and directors from and against all contractual liability to others arising out of contracts made by the Officers or the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith. Every agreement made by the Officers, the Board of Directors or a Managing Agent on behalf of the Association shall, if obtainable, provide that the Officers, the directors or the Managing Agent, as the case may be, are acting only as agents for the Association and shall have no personal liability thereunder. The Association shall indemnify any person who was, is, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that such person is or was an Officer or Director of the Association. Such indemnity shall include all reasonable attorneys' fees, judgments, fines and amounts paid in settlement incurred by such person in connection with such action, suit or proceeding.**

1. **The Association shall not be liable to a Unit Owner or its occupants or Lessees for**

**any failure of utilities or other services to be obtained by the Association or paid for as a Common Expense, or for injury or damage to person or property caused by the elements or by the Unit Owner of any Unit, or any other person, or resulting from electricity, water, snow or ice which may leak or flow from or over any portion of the Common Elements or from any pipe, drain, conduit, appliance or equipment. The Association shall not be liable to any Unit Owner for loss or damage, by theft or otherwise, of articles which may be stored upon any of the Property. No diminution or abatement of any assessments, as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Property or from any action taken by the Association to comply with any law, ordinance or with the order or directive of any governmental authority.**

 **4.M Interested Directors: Each active director shall exercise such director's powers and duties in good faith and with a view to the interests of the Condominium. No board member may cast a vote to approve a contract or other transaction between the Association and such member, or a company where such member is an officer or owner. However, the member may be present at a meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction.**

**However, all such contracts or transaction should be:**

1. **A contract or transaction entered into in good faith by a vote sufficient for the purpose; and**
2. **Any conflict of interest should be disclosed to the other Board members; and**
3. **The contract or transaction should be commercially reasonable to the Association at the time it is authorized, ratified, approved or executed.**

 **4.N Legal Proceedings: The Board of Directors shall have the exclusive right to initiate any form of legal proceedings as it deems necessary and appropriate related to the use, operation, or maintenance of the Property.**

 **4.O Removal or Resignation of Directors: A director may resign at any time. Furthermore, a Board Member can be removed at any time at a special meeting with a 80% vote of the Unit Owners and a majority of the Board of Directors. The Board of Directors shall have 30 days to fill such position with a new Board Member until the expiration of the one year term.**

**Article V**

**OFFICERS**

 **5.A Designation and Duties: The Principal Officers of the Association shall be the President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint such other Officers as in its judgment may be necessary.**

 **5.B Election of Officers: The officers of the Association shall be elected initially by the Board of Directors at the organization meeting of each new board, and annually thereafter at the Annual meeting of each such board, and those elected shall hold office at the pleasure of the Board of Directors.**

 **5.C Removal of Officers: Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, with or without cause, and his successor elected at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors called for such purpose.**

 **5.D President: The President shall: (i) be the chief executive officer of the Unit Owners Association; (ii) preside at all meetings of the Association and of the Board of Directors; (iii) have general and active direction of the business of the Association subject to the control of the Board; (iv) see that all orders and resolutions of the Board are carried into effect; and (v) appoint committees from time to time as the President may decide is appropriate to assist in the conduct of the affairs of the Association.**

 **5.E Secretary: The Secretary shall: (i) keep the minutes of all meetings of the Unit Owners and of the Board of Directors; (ii) have charge of such books and papers as the Board may direct; (iii) give or cause to be given all notices required to be given by the Association; (iv) maintain a register setting forth the place to which all notices to Unit Owners and Mortgagees hereunder shall be delivered; and (v), in general, perform all the duties incident to the office of secretary.**

 **5.F Execution of Documents: Unless authorized by a resolution of the Board of Directors; (i) all agreements, contracts, deeds, leases, checks and other instruments of the Unit Owners Association for expenditures or obligations in excess of $5,000.00 and all checks drawn upon reserve accounts over $5,000.00, shall be executed by any two persons designated by the Board of Directors; and (ii) all such instruments for expenditures or obligations not in excess of $5,000.00 may be executed by any one person designated by the Board of Directors.**

 **5.G Compensation of Officers: No Officer shall receive any compensation from the Association for acting as such Officer unless approved by 80% of the Unit Owners. Officers may be reimbursed for expenses incurred in carrying out the functions of their office if approved by the Board of Directors.**

**Article VI**

**OPERATION AND MANAGEMENT OF THE PROPERTY**

**6.A Determination of Common Expenses and Assessments Against Unit Owners:**

1. **Fiscal Year. The fiscal year of the Unit Owners Association shall be a calendar year unless otherwise determined by the Board of Directors.**
2. **Preparation and Approval of Budget:**

 **(i) At least sixty (60) days before the beginning of each fiscal year, the Board of Directors shall adopt a budget for the Association containing an estimate of the total amount considered necessary to pay the cost of maintenance, management operation, repair and replacement of the Common Elements and those parts of the Condominium as to which it is the responsibility of the Association to maintain, repair and replace, and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Common Elements and other parts of the Condominium for which the Association is responsible pursuant to the Condominium Instruments.**

 **(ii) Such budget shall also include such reasonable amounts as the Board of Directors considers necessary to provide working capital, a general operating reserve and reserves for contingencies and replacements.**

 **(iii) Whenever, in the judgment of the Board of Directors, the Common Areas shall require additions, alterations, renovations or improvements costing in excess of five percent (5%) of the Association's annual budget during the preceding fiscal year or involving the use of replacement reserves, the making of such additions, alterations, renovations or improvements shall require approval of the majority of the Unit Owners, and the Board of Directors shall assess the cost thereof as a Common Expense. Any additions, alterations, renovations or improvements costing five percent (5%) of the Association's annual budget or less during the preceding fiscal year, and not involving the use of replacement reserves, may be made by the Board of Directors without approval of the Members and the cost thereof shall constitute a Common Expense.**

1. **Assessment and Payment of Common Expenses:**
2. **The total amount of the estimated funds required from assessments for the operation and maintenance of the Common Elements and any other property for which the Association is responsible pursuant to the Condominium Instruments set forth in the budget adopted by the Board of Directors shall be assessed against each Unit Owner in proportion to such Unit Owner's respective Common Area Interest. The assessment for Common Expenses shall be a lien against each Unit Owner's Unit. On or before the first day of each calendar quarter, and the first day of each of the succeeding calendar quarters, each Unit Owner shall be obligated to pay to the Association one-fourth (1/4) of such assessment. Within ninety (90) days after the end of each fiscal year, the Board of Directors shall supply to all Unit Owners, and to each Mortgagee requesting the same, an itemized accounting of the General Common Expenses for such fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget adopted by the Board of Directors for such fiscal year, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be understood by all the parties to be held by the Association as agent for the Unit Owners and shall, at the discretion of the Unit Owners, be placed in reserve accounts or distributed to the Unit Owners. Any net shortage shall be assessed promptly against the Unit Owners in accordance with their Common Element Interests and shall be payable in full with payment of the next quarterly assessment due.**
3. **Reserves: The Board of Directors shall build up and maintain reasonable reserves for working capital, operations, (including losses due to insurance deductibles), contingencies and replacements. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against such reserves. Except for the normal maintenance expenses shown in the annual operating budget, all expenses for repair and replacement of physical assets maintained by the Association shall be charged first against such reserves. Unless otherwise determined by a vote of two-thirds (2/3) of the directors, the amount held as reserves shall not substantially exceed the amount reasonably required to assure the Association's ability to replace components as they reach the end of their useful lives. If regular annual maintenance extends the useful life of components so that reserves are excessive, the reserves shall be adjusted by reallocation to other budget items or distribution to the Unit Owners. If the reserves are inadequate for any reason, including non-payment of any Unit Owner's assessment, the Board of Directors may at any time levy a further assessment, which shall be assessed against the Unit Owners according to their respective Common Element Interests, and which may be payable in a lump sum or in installments us the Board may determine. The Board of Directors shall serve notice of any further assessment on Unit Owners by a statement in writing giving the amount and reasons therefore, and such further assessment shall, unless otherwise specified in the notice, become effective with the next quarterly payment which is due more than fifteen (15) days after the delivery of such notice of further assessment. All Unit Owners so notified shall be obligated to pay the adjusted quarterly amount or the amount of such assessment shall be a lien as of the effective date.**
4. **Initial Budget: Upon taking office, the first Board of Directors elected or designated pursuant to these Bylaws shall determine the budget, as defined in this section, for the period commencing thirty (30) days after such election and ending on the last day of the fiscal year in which such election occurs. Assessments shall be levied and become a lien against the Unit Owners during such period.**
5. **Effect of Failure to Prepare or Adopt Budget: The failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Owner's obligation to pay the allocable share of the General Common Expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget, each Unit Owner shall continue to pay each quarterly installment at the quarterly rate established for the previous fiscal year until notified of the quarterly payment which is due more than ten days after such new annual or adjusted budget is adopted.**
6. **Accounts: All sums collected by the Board of Directors with respect to assessments against the Unit Owners or from any other source may be commingled into a single fund. All interest income on all accounts, if any, shall be income to and for the use of the Association.**

**6.B Restrictions on Use of Units and Common Elements, Rules and Regulations:**

1. **Restrictions:**
	1. **Units shall not be used for Residential purposes or a use inconsistent with the Zoning of the City of Gautier, MS.**
	2. **Employee and owner parking shall be restricted to those parking areas designated by the Board as employee and/or Owner parking. However, until changed by the Board in its rules and regulations, parking spaces immediately abutting the building shall be left open for customer or client parking only. A penalty may be imposed by the Board if this rule is not followed.**
	3. **Nothing shall be done or kept in any Unit or in the Common Areas which will increase the rate of insurance for the Property or any part thereof applicable without the prior written consent of the Board of Directors. No Unit Owner shall permit anything to be done or kept in any Unit which would cause the cancellation of insurance on the Property or any part thereof or which would be in violation of any law, regulation or administrative ruling. No waste will be permitted on the Common Elements.**
	4. **No un1awfu1 use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of a1I governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any portion of the Property shall be complied with, by and at the sole expense of the Unit Owner or the Board of Directors, whichever shall have the obligation to maintain or repair such portion of the Property, and, if the latter, then cost of such compliance shall be a Common Expense.**
	5. **No Unit Owner shall obstruct any of the Common Areas nor shall any Unit Owner place or cause or permit anything to be placed on or in any of the Common Areas (except those areas designated for such storage, if any, by the Condominium Instruments or the Board of Directors) without the approval of the Board. Except for approved signage and as otherwise expressly provided, nothing shall be altered or constructed in or removed from the Common Areas except with the prior written consent of the Board of Directors.**
	6. **The maintenance, keeping, boarding and/or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited within any Unit or upon the Common Areas.**
	7. **No Unit Owner shall create or maintain a nuisance in such Unit Owner's Unit or within the Common Areas, nor make or permit any noise or odor, nor use or operate any electrical, electronic or other devices that emit or cause loud sounds, air waves, odors, or vibrations that are objectionable to other Unit Owners or tenants of the Condominium. A Unit Owner's use of such Unit Owner's Unit, or of the Common Areas shall at all times be and remain in full compliance with all local ordinances respecting noise and decibel levels.**
2. **Changes to Rules and Regulations: Each Unit and the Common Areas shall be occupied and used in compliance with the Rules and Regulations (original version of which is attached hereto as Exhibit “A”), which may be promulgated and changed at any time without notice by the Board of Directors and without further recordation.**

**Article VII**

**COMPLIANCE AND DEFAULT**

**7.A Relief: Each Unit Owner shall be governed by, and shall comply with, all of the terms of the Act, Condominium Instruments and Rules and Regulations, as any of the same may be amended from time to time. In addition to the remedies provided in the Act, a default by a Unit Owner shall entitle the Association, acting through its Board of Directors or through the Managing Agent, to the relief described in this Article VII.**

1. **Additional Liability: Each Unit Owner shall be liable to the Association or to any affected Unit Owner for the expense of all maintenance, repair or replacement rendered necessary by such Unit Owner's act, neglect or carelessness or the act, neglect or carelessness of any member of such Unit Owner's invitees, agents or employees, but only to the extent that such expense is not covered by an insurance policy carried by the Association. Such liability shall include any increased casualty insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing contained herein, however shall be construed as modifying any waiver by any insurance company of its. rights of subrogation. Any costs, including, without limitation, legal fees, incurred as a result of a failure to comply with the Act, the Condominium Instruments and the Rules and Regulations by any Unit Owner (or any of such Unit Owner's guests, invitees, tenants, agents or employees) may be assessed against such Unit Owner's Unit.**
2. **No Waiver of Rights: The failure of the Association, the Board of Directors or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Instruments or the Act shall not constitute a waiver of the right of the Association, the Board or the Unit Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Association, the Board of Directors or any Unit Owner pursuant to any term, provision, covenant or condition of the Condominium Instruments or the Act shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other privileges as may be granted to such party by the Condominium Instruments or the Act or otherwise at law or in equity.**
3. **Interest: In the event of a default by any Unit Owner in paying any sum assessed against a Unit, which continues for a period in excess of thirty (30) days, shall accrue interest at a rate of eighteen percent (18%) per annum not to exceed the maximum permissible interest rate allowed by law.**
4. **Abating and Enjoining Violation by Unit Owners: The violation of any of the Rules adopted by the Board of Directors or the breach of any provision of the Condominium Instruments or the Act shall give the Board of Directors, the right, in addition to any other rights set forth in these Bylaws: (i) to enter the Unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors, shall not thereby be deemed guilty in any manner of trespass; (ii) to use self-help to remove or cure any violation of the Condominium Instruments or any rules and regulations on the Common Elements or in any Unit; or (iii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity continuance of any breach.**
5. **Legal Proceedings: Failure to comply with any of the terms of the Condominium Instruments and the Rules and Regulations shall be grounds for relief, including without limitation, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, any other relief provided for in these Bylaws or any combination thereof and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Association, the Board of Directors, the Managing Agent or, if appropriate, by an aggrieved Unit Owner and shall not constitute an election of remedies.**

**(f) Charges: In accordance with the Act, the Board of Directors, may levy reasonable charges against Unit Owners for violations of the Act, the Condominium Instruments or the Rules by the Unit Owner or such Unit Owner's guests, invitees, agents or employees. Each day a violation continues, after notice is given to the Unit Owner, is a separate violation. If a Unit Owner requests in writing a hearing before the charge is imposed, the imposition of the charge shall be suspended until the hearing is held. Charges are special assessments and shall be collectible as such.**

1. **Costs and Attorney's Fees: In any proceedings or appeal thereof arising out of any alleged default or violation by a Unit Owner, the prevailing party shall be entitled to recover the costs of such proceeding and such reasonable attorneys' fees as may be determined by the court.**

**7.B Lien of Assessments:**

1. **Lien: Assessments of each Unit Owner for Common Expenses or any special assessment, or any other sum duly levied, made pursuant to these Bylaws, are hereby declared to be a lien levied against the Unit of such Unit Owner, which lien shall, with respect to annual assessments, be effective as of the earlier of: (1) the first day of each fiscal year of the Condominium and, as to special assessments and other sums du]y levied, on the first day of the next month which begins after delivery to the Unit Owner of notice of such special assessment or levy, or (2) the first day allowed under the applicable law, The Board of Directors or the Managing Agent, if any, may file or record such other or further notice of any such lien, or such other or further document, as may be required to confirm the establishment and priority of such lien.**
2. **Acceleration: In any case where an assessment against a Unit Owner is payable in installments upon a default by such Unit Owner in the timely payment of any two (2) consecutive installments, the maturity of the remaining total of the unpaid installments of such assessments may be accelerated, at the option of the Board of Directors, or the Managing Agent, if any, and the entire remaining balance declared immediately due and payable , upon written notice being given to the defaulting Unit Owner.**
3. **Enforcement: The lien for assessments may be enforced and foreclosed in any way permitted by applicable law. Such action may be taken in the name of the Board of Directors, or the Managing Agent, if any, acting on behalf of the Association.**
4. **Remedies Cumulative: A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing or waiving the lien securing the same, and a foreclosure maybe maintained notwithstanding the pendency of any suit to recover a money judgment.**

**Article VIII**

**AMENDMENTS**

**8.A Amendments: Amendments to these Bylaws shall be proposed and adopted in the following matter. These Bylaws may be amended, at a regular or special meeting of the Members, by an eighty percent (80%) vote of the Owners. The notice of the meeting shall set forth the proposed amendment or a summary of the changes to be affected thereby. Any amendment requiring the consent of the Unit Owners shall only be effective upon execution of a written amendment by the Association.**

**Article IX**

**GENERAL PROVISIONS**

 **9.A Notices: (i). To the Owners: All notices, demands, bills, and statements or other communications under these Bylaws shall be valid if delivered by e-mail, to the e-mail on record held by the Association or in writing and delivered personally by hand or by overnight courier to the address on file of the Unit Owner. If the notification is of a default or lien, then delivery shall be by hand or overnight courier, at the address which the Unit Owner shall designate in writing and file with the Secretary,**

 **(ii). To the Association, the Board of Directors or to the Managing Agent: Such notice shall be delivered by hand or overnight courier to the principal office of the Association or at such other address as shall be designated by notice in writing to the Unit Owners.**

 **9.B Captions: The captions herein are inserted only as a manner of convenience and for reference, and in no way, define, limit or describe the scope of these Bylaws or the intent of any provision thereof.**

 **9.C Gender: The use of masculine or feminine gender in these Bylaws shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.**

 **9.D Construction: These Condominium Instruments are intended to comply with all of the applicable provisions of the Act and shall be so interpreted and applied. The failure to comply strictly with the time periods required by the Condominium Instruments, unless also required by the Act, shall not invalidate any action of the Board of Directors or the Association in the absence of a written objection by a Unit Owner within twenty (20) days after the failure to comply. Should any of the terms of these Bylaws conflict with any of the provisions of the Act, the provisions of the Act shall control unless the Act permits these Bylaws to override the Act, in which event these Bylaws shall control. In case of any conflict between the provisions of these Bylaws and the Declaration, the Declaration shall control. If any term, provision, limitation, paragraph or clause of these Bylaws or application thereof to any person or circumstance is judicially held to be invalid, such determination shall not affect the enforceability, validity or affect the remainder of these Bylaws, or the application thereof to any other person or circumstance.**

 **9.E Controlling Documents: If any language of these Bylaws contradict any language in the Declaration, the language in the Declaration will be the controlling language.**

 **9.F Declarant: Any ambiguity or contradicting approvals that may exists in these Condominium Instruments between the Association/Board and the Declarant shall be in the favor of the Declarant.**

**Therefore, these Bylaws are hereby approved this \_\_\_\_ day of April, 2018 by Declarant after having authority to so do.**

**Declarant: GCC, LLC, a MS Limited Liability Company**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **By: John J. Pilger, Managing Member**

**EXHIBIT “A” TO BYLAWS**

**RULES AND REGULATIONS OF**

**GAUTIER COMMERCE CENTER**

**THESE CONDOMINIUM RULES AND REGULATIONS are hereby adopted on this, the \_\_\_\_\_\_\_\_\_\_\_ day of April, 2018, pursuant to the terms of the Declaration of Gautier Commerce Center (the " Declaration''), and shall be binding and remain in full force and effect until such time as they are modified or amended in accordance with the procedures established in said Declaration.**

**Unless stated otherwise, no rule or regulation set forth herein, or hereinafter enacted by the Association, may be withdrawn, amended or revoked, or any new rule or regulation enacted, unless pursuant to an eighty percent (80%) vote of the Unit Owners or a unanimous vote of the Board of Directors.**

**RULE I**

**PUBLIC AREAS**

**Public Areas shall include all Common Areas as defined in the Declaration.**

**I.A. No bicycles, scooters, or similar vehicles, or other personal property of Owners or guests, shall be allowed to stand, or remain, in the Public Areas, except in designated areas.**

**I.B. No cooking or barbecuing, nor shall solvents, petroleum- based products or other chemicals of similar nature, be permitted in or upon the Public Areas nor shall it be permitted on any of the decks or walkways.**

**I.C. Signs are only permitted to be displayed or erected in the Condominium in accordance with the rules set forth below and any sign criteria or specifications adopted by the Board of Directors. The care and maintenance of all such approved signs shall be the sole responsibility of the Unit Owner erecting same. The Association shall have the right to remove any sign or other decoration and fully restore the Building at the cost and expense of the Unit Owner erecting a sign or other exterior display of any kind if any such exterior work is done without the prior written approval of the Association.**

**I.D. Children shall not be left unsupervised. All children under 12 must be accompanied by an adult at all times.**

**RULE II**

**WINDOWS**

**II.A. Awnings may be used about the Building, but only with the advance written consent of the Association, and the type, color and method of attachment must be approved by the Association.**

**II.B No sign, notice, advertisement, or illumination shall be inscribed or exposed on or out any window or other part of the Building without Board approval.**

**II.C. Each Owner or tenant shall keep its Unit interior and exterior facing windows clean. In case of refusal or neglect of an Owner or tenant, after ten (10) days’ notice in writing from the Association or the Managing Agent to clean the windows, such cleaning may be done by the Association or Managing Agent, which shall have the right to enter the Unit for such purpose and to charge the cost of such cleaning to the Owner or tenant.**

**RULE III**

**TRASH**

**III.A. Garbage and any other waste from all Units shall be disposed of daily in designated trash areas.**

**RULE IV**

**NUISANCES**

**IV.A. No Unit Owner or tenant shall make, permit, or cause disturbing noises, smells, or vibrations, in the building or do or permit anything to be done therein which unreasonably disturbs other occupants or unreasonably interferes with the right, comfort, or convenience of other Owners.**

**IV.B. No Unit Owner or tenant shall play upon any musical instrument or permit to be operated any noise making devise in said Owner's Unit, if the same shall unreasonably disturb or annoy any other occupants of the Condominium. In any event, Unit Owners and tenants shall at all times comply with City of Gautier, Mississippi ordinances regarding sound and noise.**

**RULE V**

**PETS**

**V.A. No pets of any kind or size allowed in any Unit or common area.**

**RULE VI**

**SMOKING**

**VI.A No smoking is permitted in the Units or in any Common Areas except those areas clearly designated by the Board with approved signage.**

**RULE VII**

**FIREARMS AND FIREWORKS**

**VII.A. No discharge of firearms or fireworks of any kind shall be permitted in any unit or common area of the Condominium or Property.**

**RULE VIII**

**COMPLAINTS**

**VIII.A. Complaints regarding the maintenance or administration of the Building shall be made in writing to the Board of Directors.**

**RULE IX**

**COMMERCIAL USES ALLOWED**

**IX.A. None of the following uses shall be allowed in the Units: restaurants, bars or any other establishment that serves alcohol, gun shops or gun related establishments, adult bookstores, adult video stores, strip clubs and/or pet shops.**

**Therefore, these Rules and Regulations are hereby approved this \_\_\_\_ day of April, 2018 by Declarant after having authority to so do.**

**Declarant: GCC, LLC, a MS Limited Liability Company**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **By: John J. Pilger, Managing Member**