

**BYLAWS  
OF  
RIVERWOODS ASSOCIATION, INC.**

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Riverwoods Properties LLC  
123 Riverwoods Parkway  
Helena, AL 35080

**BYLAWS**  
**OF**  
**RIVERWOODS ASSOCIATION, INC.**

**ARTICLE 1**

**THE ASSOCIATION**

Section 1.01 **NAME.** The name of this Association shall be "Riverwoods Association, Inc.", an Alabama nonprofit corporation (the "Association"), which has been formed pursuant to Articles of Incorporation of Riverwoods Association, Inc. dated as of 7/31/2002, 2002, and recorded in the Office of the Judge of Probate of Shelby County, Alabama (the "Probate Office").

Section 1.02 **DECLARATION.** The provisions of these Bylaws are expressly subject to the terms and provisions of the Riverwoods Covenants, Conditions and Restrictions dated as of February 12, 2002, which has been recorded in the Probate Office (which, together with all subsequent amendments thereto, is hereinafter referred to as the "Covenants"). *Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Covenants.*

Section 1.03 **PRINCIPAL OFFICE.** The principal office of the Association in the State of Alabama shall be located at 123 Riverwoods Parkway, Helena, Alabama 35080. The Association may have such other offices, either within or without the State of Alabama, as the Board of Directors may designate from time to time.

Section 1.04 **REGISTERED OFFICE.** The registered office of the Association required by the Alabama Nonprofit Corporation Act to be maintained in the State of Alabama shall be the same as the principal office of the Association.

**ARTICLE 2**

**Members**

Section 2.01 **MEMBERSHIP.** Each person who is the Owner of any Lot within the Property shall be a member of the Association. Developer shall be deemed a member of the Association and shall have one (1) vote for each Lot owned by Developer. If a Lot is owned by more than one person and if only one of those persons is present at a meeting of the Association, that person shall be entitled to cast the vote appertaining to such Lot; provided, however, that if more than one of those persons is present, the vote appertaining thereto shall be cast only in accordance with their unanimous agreement, and, if no unanimous agreement is reached, the vote appurtenant to such Lot shall be suspended. Except as otherwise provided herein to the contrary with respect to Developer's voting rights in the Association, no Owner, whether one or more

persons, shall be entitled to more than one vote per Lot owned. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of a Lot. As used in these Bylaws, "Member" shall mean an Owner, as defined in the Covenants. Notwithstanding anything provided herein or in the Articles of Incorporation to the contrary, until the Developer relinquishes control of the Association, Developer shall have the sole and exclusive right to (a) appoint and remove all of the members of the Board of Directors of the Association and (b) exercise all voting in the Association. The voting rights of any Member who has violated any of the Covenants or who is in default in the payment of any Assessments may be limited and suspended in accordance with the provisions of the Covenants or any rules and regulations adopted from time to time by the Association.

Section 2.02 ANNUAL MEETING. The annual meeting of the Members of the Association shall be held at 6:00 p.m. on the second Tuesday the month of October of each year or at such other time, day or month as shall be fixed by the Board of Directors; provided, however, that the first meeting of the Members of the Association shall not be held until immediately following the relinquishment of control of the Association by the Developer. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day. Subject to the provisions of Section 2.09 below, at the annual meeting, the Members of the Association shall, subject to the terms of Section 2.01 and 3.03 of these Bylaws, elect the Board of Directors of the Association and otherwise transact such other business as may come before such meeting. Subject to the provisions of Section 2.09 below, if the election of Directors shall not be held on the day designated herein for any annual meeting of the Members of the Association, or any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the Members of the Association as soon thereafter as may be convenient.

Section 2.03 SPECIAL MEETINGS. Subject to the provisions of Section 2.09 below, special meetings of Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President or Secretary of the Association or upon the petition of at least thirty percent (30%) or more of the total votes in the Association.

Section 2.04 PLACE OF MEETING. Subject to the provisions of Section 2.09 below, the Board of Directors may designate any place, either within or without the State of Alabama, as the place of meeting for any annual or special meeting. In the absence of any designation, all meetings shall be held at the principal office of the Association in the State of Alabama.

Section 2.05 NOTICE OF MEETING. Subject to the provisions of Section 2.09 below, written or printed notice (or wireless transmission via facsimile or electronic mail) stating the place, day and hour of the meeting and, in case of a special meeting, or of a meeting which is required by statute to be held for any special purpose, or of any annual meeting at which special action is to be taken, the purpose or purposes for which the meeting is called, or the special action which is proposed to be taken, shall be delivered not less than ten (10) nor more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of the Board of Directors, the President, the Secretary, or the officer of persons calling the meeting, to



each Member of the Association. All notices shall be deemed given or served upon any Member when given as provided in Section 12.16 of the Covenants.

Section 2.06 **QUORUM**. Subject to the provisions of Sections 2.09 and 2.10 below, with respect to the annual or any special meeting of the Members of the Association, a quorum shall be deemed to exist if Members of the Association entitled to cast at least fifty percent (50%) of all votes of the Association are present, in person or by proxy, at such meeting. If the required quorum is not present, another meeting may be called subject to the same notice requirements but the required quorum at the subsequent meeting shall be the presence, in person or by proxy, of Members entitled to cast at least thirty percent (30%) of the total votes of the Association. At such time that a quorum is obtained, the vote of a majority in interest of the Members who are voting, in person or by proxy, at such meeting shall be required to approve any matter submitted to the Members of the Association for approval. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of Members thereby leaving less than a quorum.

Section 2.07 **PROXIES**. At all meetings of the Members of the Association and in all ballot votes of the Members of the Association held pursuant to Section 2.09 below, a Member may vote either in person or by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. Such proxy shall be filed with the Secretary of the Association before or at the time of the meeting or at the time of any ballot vote held pursuant to Section 2.09 below. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

Section 2.08 **VOTING BY MEMBERS**. Subject to the provisions of Section 2.01 above, this Section 2.08 and Sections 2.10 and 3.03 below, each Member of the Association shall be entitled to one (1) vote for each Lot owned by such Member. Developer shall be entitled to one (1) vote for each Lot owned by Developer. No fractional voting shall be permitted. When more than one person is the owner of a Lot, the provisions of Section 2.01 of these Bylaws shall be applicable to the exercise of such voting rights. For purposes of these Bylaws and the Articles of Incorporation, the vote of a "majority" of the Members of the Association shall mean the vote, whether in person or by proxy, of at least fifty-one percent (51%) of the total number of votes either (a) represented at a duly constituted annual or special meeting of the Members (i.e., an annual or special meeting at which a quorum is present) or (b) voted at a ballot vote held in accordance with the terms and provisions of Section 2.09 hereof; provided, however, that any Member whose voting rights in the Association or under the Declaration are then currently suspended shall not be entitled to vote on any matters submitted to the Members for approval and shall not be included in any determination as to whether a quorum exists or the minimum number of votes are cast in a ballot vote. Unless a greater proportion is specified in the Covenants, these Bylaws or the Articles of Incorporation and, subject to the terms and provisions of this Section 2.08 and Sections 2.10 and 3.03 of these Bylaws, any matter which requires the vote of, approval, disapproval or consent of the Members of the Association shall be deemed to have been given if a "majority" of the Members of the Association represented at a duly constituted meeting or at a ballot vote held in accordance with the terms and provisions of Section 2.09

below, either in person or by proxy, affirmatively vote for, approve, disapprove or consent to the same. Notwithstanding anything provided herein to the contrary, until Developer relinquishes control of the Association, Developer shall have the sole and exclusive right to exercise all voting rights in the Association other than with respect to amendments to the Covenants which, pursuant to Section 10.02 of the Covenants require the consent or approval of an Owner or a specified percentage in interest of the Members, in which event such amendment shall be submitted to the Members for approval in accordance with the voting requirements set forth in Section 10.02 of the Covenants and the provisions of this Section 2.08.

Section 2.09 **BALLOT VOTING IN LIEU OF MEETINGS.**

(a) Notwithstanding anything provided to the contrary in the Covenants, the Articles of Incorporation or these Bylaws, any matter which is required or permitted to be approved by the Members of the Association, including, without limitation, amendments to the Covenants, the Articles of Incorporation and the Bylaws which require any consent or approval of the Members, and the election and removal of members of the Board of Directors may, subject to the rights retained and reserved by Developer until the Developer relinquishes control of the Association pursuant to the terms of Sections 2.08 and 3.03 hereof, be submitted to the Members of the Association by a ballot vote, without any requirement that either an annual or special meeting of the Members of the Association be held, subject to the satisfaction of the following terms and conditions:

(i) Any matters to be submitted to the Members for approval pursuant to a ballot vote shall (1) be set forth on a ballot, the form of which must be approved by the Board of Directors, (2) subject to the provisions of Section 2.10 below, be mailed to all Members of the Association (utilizing the notice provisions set forth in Section 5.10 hereof) not less than ten (10) days nor more than fifty (50) days before the date such ballots shall be counted by the Board of Directors and (3) specify that all such ballots must be returned to and received by the Association no later than 12:00 p.m. on the date specified on such ballot as the date on which the ballots will be counted by the Board of Directors; and

(ii) Any matter submitted to the Members for approval by ballot vote shall be deemed approved only if (1) at least fifty percent (50%) of all Members entitled to vote on such matter cast ballots with respect to such proposal (regardless of whether such ballots are cast for or against such matter) and (2) a majority of all votes cast in such ballot vote approve such matter (or such higher percentage of votes as may be required by the Covenants).

Section 2.10 **SUSPENSION OF VOTING RIGHTS.** Any Member who has not timely paid any Assessments due to the Association pursuant to any of the provisions of the Covenants or, pursuant to Section 11.01 of the Covenants, had his or her voting rights in the Association suspended or revoked, shall not be entitled to vote on any matters submitted to the Members for



a vote and shall not be included in determining whether a quorum exists or whether the requisite number of Members have voted in a ballot vote.

## ARTICLE 3

### **Board of Directors**

Section 3.01 **GENERAL POWERS.** The business and affairs of the Association shall be managed by or under the direction of its Board of Directors (individually a "Director" and collectively, the "Directors"). All actions required or permitted to be taken by the Association under the Covenants shall be taken by the sole action of the Board of Directors without any requirement that any Owners or Mortgagees consent to or approve of such action.

### **Section 3.02 NUMBER, TENURE AND QUALIFICATIONS.**

(a) Prior to the date the Developer relinquishes control of the Association, the number of Directors of the Association shall be three (3). From and after the Turnover Date, the number of Directors of the Association shall be five (5). Each Director shall hold office until his successor shall have been elected and qualified. Directors appointed by Developer need not be residents of the State of Alabama or Members of the Association; however, Directors elected by the Members must be Members in good standing.

(b) Prior to the date the Developer relinquishes control of the Association, each Director appointed by Developer shall serve an initial term of one (1) year; provided, however, that Developer may, in its sole discretion, remove any Director appointed by Developer at any time, with or without cause, upon written notice to such Director. Each Director shall hold office until his or her successor shall have been elected and qualified. Prior to the date the Developer relinquishes control of the Association, Directors need not be residents of the State of Alabama or Members of the Association. From and after the date the Developer relinquishes control of the Association, Directors must be Member (or the spouses of Members).

(c) At the first meeting (or ballot vote) of the Members of the Association following the date the Developer relinquishes control of the Association, the Members shall elect five (5) members of the Board of Directors to serve the following terms; two (2) candidates shall serve three (3) year terms on the Board of Directors, two (2) candidates shall serve two (2) year terms on the Board of Directors and one (1) candidate shall serve a one (1) year term on the Board of Directors. Such candidates shall be nominated pursuant to the provisions of Sections 3.03(b) and 3.03(c) below and shall be elected for the following terms: (i) the two (2) candidates receiving the first and second highest number of votes shall each be elected to three (3) year terms, (ii) the next two (2) candidates receiving the third and fourth highest number of votes shall each be elected to two (2) year terms and (iii) the next candidate receiving the fifth highest number of votes

shall be elected to a one (1) year term. All such elected members of the Board of Directors shall serve until such time as their respective successors have been duly elected. At each subsequent annual meeting of the Members following the date the Developer relinquishes control of the Association, the Members shall elect Directors for terms of three (3) years each to fill the position of any expired terms of any Director. Following the date the Developer relinquishes control of the Association, no person may be elected to serve as a Director for more than three (3) consecutive terms (regardless of the length of such consecutive terms).

**Section 3.03 ELECTION, REMOVAL AND REPLACEMENT OF DIRECTORS.**

(a) Until the date the Developer relinquishes control of the Association, Developer shall have the sole and exclusive right to appoint and remove, with or without cause, all of the members of the Board of Directors of the Association. Each member of the Board of Directors appointed by Developer shall serve an initial term of one (1) year; provided, however, that Developer may, in its sole discretion, remove any member of the Board of Directors at any time, with or without cause, upon written notice to such member of the Board of Directors. In the event of the death or resignation of a member of the Board of Directors at any time prior to the date the Developer relinquishes control of the Association, then Developer shall appoint a substitute member of the Board of Directors to fill the vacancy of such deceased or resigned member of the Board of Directors for the remainder of the term of such former member of the Board.

(b) Immediately prior to the date the Developer relinquishes control of the Association, the then existing members of the Board of Directors shall appoint a nominating committee consisting only of Members of the Association. At least ten (10) days prior to the first annual meeting of the Members, the nominating committee shall provide written notice to all Members identifying those Members who have been nominated by such nominating committee as candidates for the five (5) positions on the Board of Directors which will be vacated on the date the Developer relinquishes control of the Association. Each subsequent year, the Board of Directors shall appoint a nominating committee consisting of Members of the Association which shall, at least ten (10) days prior to the annual meeting of the Members, provide written notice to all Members identifying those Members who have been nominated by such nominating committee as candidates to fill the upcoming vacancies on the Board of Directors at the next annual meeting of the Members. the number of candidates proposed to fill upcoming vacancies on the Board of Directors shall be determined by the nominating committee.

(c) At each annual meeting of the Members after the Developer relinquishes control of the Association, the Members will have the right to nominate from the floor (or write-in on any ballot) the name(s) of any Member(s) not nominated by the nominating committee as a candidate for any position on the Board of Directors which will be vacated and filled by the vote of the Members at such annual meeting.



(d) After the Developer relinquishes control of the Association, the Members of the Association shall elect at each annual meeting of the Members from and among the Members nominated pursuant to Sections 3.03(b) or 3.03(c) above, the members of the Board of Directors to fill the expired terms of any Director(s).

(e) After the Developer relinquishes control of the Association, any member of the Board of Directors of the Association elected by the Members may be removed, with or without cause, at any time or from time to time by the majority vote of the Members at an annual or a special meeting of the Members held pursuant to the provisions of Article II hereof. In the event of the death or resignation of a member of the Board of Directors or the removal of any Director pursuant to Section 3.03(f) below at any time after the Developer relinquishes control of the Association, then the remaining members of the Board of Directors shall appoint a substitute Director to fill the vacancy of such deceased or resigned member of the Board of Directors who shall serve for the remainder of the term of such former member of the Board or Directors. There shall be no cumulative voting by the Members.

(f) After the Developer relinquishes control of the Association, any Director who fails to attend three (3) or more consecutive meetings of the Board of Directors may be removed from the Board of Directors by the vote of a majority of the Directors, as defined in Section 3.08 below.

Section 3.04 **ANNUAL AND REGULAR MEETINGS.** An annual meeting of the Board of directors shall be held, without further notice immediately after, and at the same place as, the annual meeting of the Members of the Association; provided, however, that any such annual meeting may be held at any other time or place as determined by a majority of the members of the Board of Directors. The Board of Directors may provide, by resolution, the time and place, either within or without the State of Alabama, for the holding of regular meetings without further notice other than as set forth in such resolution.

Section 3.05 **SPECIAL MEETINGS.** Special meetings of the Board of Directors may be called by or at the request of the President, any Vice President or any two (2) Directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place, either within or without the State of Alabama, as the place for holding any special meeting of the Board of Directors called by them.

Section 3.06 **NOTICE.** No notice of any annual, regular or special meeting of the Board of Directors shall be given so long as a quorum is present at any such meeting.

Section 3.07 **QUORUM.** Subject to the provisions of Section 3.14 below, a majority of the number of Directors fixed by Section 3.02(a) of these Bylaws shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice. If a quorum is present when the meeting is convened,



the Directors present may continue to do business, taking action by a vote of a majority of quorum as fixed above, until adjournment, notwithstanding the withdrawal of enough Directors to leave less than a quorum as fixed above, or the refusal of any Director present to vote.

Section 3.08 **MANNER OF ACTING.** The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by statute, the Articles of Incorporation or these Bylaws. As used herein, the term "majority of the Directors" or "a majority of the number of Directors" or similar terms relating to any action to be taken by the Directors shall mean at least fifty-one percent (51%) of all of those Directors present at a duly convened meeting of the Board of Directors have approved or consented to such proposed action or matter.

Section 3.09 **ACTION WITHOUT A MEETING.** Any action required or permitted to be taken by the Board of Directors may be taken without a meeting of the Board of Directors if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors.

Section 3.10 **VACANCIES.** Any vacancy occurring in the Board of Directors shall be filled as provided in Section 3.03 above. A Director elected or appointed to fill a vacancy shall be elected to serve for the unexpired term of his predecessor in office.

Section 3.11 **COMPENSATION.** By resolution of the Board of Directors, each Director may be paid his or her expenses, if any, of attendance at each meeting of the Board of Directors. No such payment shall preclude any Director from serving the Association in any other capacity and receiving compensation therefor.

Section 3.12 **COMMITTEES.** The Board of Directors, by resolution adopted by a majority of the Directors, may designate from among the Members one or more committees; provided, however, that members of the ARC need not be Members. No such committee shall have the authority of the Board of Directors. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Directors. The designation of any such committee and the delegation thereto of authority shall not operate to relive the Board of Directors or any Director of any responsibility imposed upon it or such Director by law.

Section 3.13 **RESIGNATIONS.** Any Director of the Association may resign at any time either by oral tender of resignation at any meeting of the Board of Directors or by giving written notice thereof to the Secretary of the Association. Any such resignation shall take effect upon receipt of such notice or at any later time specified therein. Unless otherwise specified in the notice, the acceptance of such resignation shall not be necessary to make it effective.

Section 3.14 **PARTICIPATION IN MEETINGS BY CONFERENCE TELEPHONE.** Members of the Board of Directors or any committee designated thereby may participate in a meeting of such Board or committee by means of a conference telephone or similar communications

equipment by means of which all persons participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at such meeting.

Section 3.15 **ARC MEMBERS.** After the Developer relinquishes control of the Association, the Board of Directors of the Association have the right to appoint and remove, with or without cause, all persons designated to serve as an agent and representative of the Association on the Arbitrational Review Committee ("ARC"). The persons designated by the Board of Directors to serve as agents and representatives of the Association on the ARC shall, notwithstanding anything provided in these Bylaws to the contrary, 9a) be deemed agents and representatives of the Association, (b) need not be Members of the Association and (c) have no personal liability with respect to either any actions taken by the ARC pursuant to the terms and provisions of the Covenants or with respect to any contract or other commitment made by them, in good faith, on behalf of the Association with respect to the ARC. The Association shall and does hereby indemnify, defend and agree to forever hold each person designated by the Board of Directors to serve as an agent and representative of the Association on the ARC harmless from and against any and all liability on account of any (i) contract or commitment entered into by such persons, in good faith, on behalf of the Association acting as the ARC under the Covenants, and (ii) other actions undertaken by such persons in furtherance of their respective duties and responsibilities under the Covenants.

## ARTICLE 4

### **Officers**

Section 4.01 **PRINCIPAL OFFICERS.** The principal officers of the Association shall be elected by the Board of Directors and shall include a President, one or more Vice Presidents, a Secretary and a Treasurer, and such other officers as may be designated from time to time. Any number of offices may be held by the same person, except the offices of President and Secretary. None of the principal officers need be Directors of the Association.

Section 4.02 **ELECTION OF PRINCIPAL OFFICERS; TERM OF OFFICE.** The principal officers of the Association shall be elected annually by the Board of Directors. Each principal officer shall hold office until his or her successor shall have been duly elected and qualified or until such officer's death or until such officer shall resign or shall have been removed in the manner hereinafter provided. If the Board of Directors shall fail to fill any principal office at an annual meeting of the Board of Directors, or if any vacancy in any principal office shall occur, or if any principal office shall be newly created, such principal office may be filled at any regular or special meeting of the Board of Directors.

Section 4.03 **SUBORDINATE OFFICERS, AGENTS AND EMPLOYEES.** In addition to the principal officers, the Association may have such other subordinate officers, agents and employees as the Board of Directors may deem advisable each of whom shall hold office for such period and have such authority and perform such duties as the Board of Directors, the President, or any officer designated by the Board of Directors, may from time to time determine.



The Board of Directors at any time may appoint and remove, or may delegate to any principal officer the power to appoint and to remove, any subordinate officer, agent or employee of the Association.

Section 4.04 **DELEGATION OF DUTIES OF OFFICERS.** The Board of Directors may delegate the duties and powers of any officer of the Association to any other officer or to any Director for a specified period of time for any reason that the Board of Directors may deem sufficient.

Section 4.05 **REMOVAL OF OFFICERS OR AGENTS.** Any officer or agent of the Association may be removed by the Board of Directors at any time, either with or without cause, and the Board of Directors may appoint a successor to such removed officer and agent. Election or appointment of any officer or agent shall not of itself create contract rights.

Section 4.06 **RESIGNATIONS.** Any officer may resign at any time by giving written notice of resignation to the Board of Directors, to the President or to the Secretary. Any such resignation shall take effect upon receipt of such notice or at any later time specified therein. Unless otherwise specified in the notice, the acceptance of a resignation shall not be necessary to make the resignation effective.

Section 4.07 **VACANCIES.** A vacancy in any office, the holder of which is elected or appointed by the Board of Directors, because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term of such office. A vacancy in any other office for any reason shall be filled by the Board of Directors, or any committee, or officer to whom authority for the appointment, removal or filling of vacancies may have been delegated by these Bylaws or by resolution of the Board of Directors.

Section 4.08 **PRESIDENT.** The President shall preside at all meetings of the Members of the Association at which he or she is present. The President shall be the chief executive officer of the Association and, subject to the control of the Board of Directors, shall have general supervision over the business and affairs of the Association. The President shall have all powers and duties usually incident to the office of the President except as specifically limited by resolution of the Board of Directors. The President shall have such other powers and perform such other duties as may be assigned to him or her from time to time by the Board of Directors.

Section 4.09 **VICE PRESIDENTS.** In the absence or disability of the President or if the office of President be vacant, the Vice Presidents, in the order determined by the Board of Directors, or if no such determination has been made, in the order of their seniority, shall perform the duties and exercise the powers of the President, subject to the right of the Board of Directors at any time to extend or confine such powers and duties or to assign them to others. Any Vice President may have such additional designation in his or her title as the Board of Directors may determine. Each Vice President shall generally assist the President in such manner as the President shall direct. Each Vice President shall have such other powers and

perform such other duties as may be assigned to him or her from time to time by the Board of Directors or the President.

Section 4.10 **SECRETARY.** The Secretary shall act as Secretary of all meetings of the Members of the Association and of the Board of Directors at which he or she is present, shall record all the proceedings of all such meetings in a minute book to be kept for that purpose, shall have supervision over the giving and service of notices of the Association, and shall have supervision over the care and custody of the records and seal of the Association. The Secretary shall be empowered to affix the corporate seal to documents, the execution of which on behalf of the Association under its seal is duly authorized, and when so affixed may attest the same. The Secretary shall have all powers and duties usually incident to the office of Secretary, except as specifically limited by a resolution of the Board of Directors, including, without limitation, the right and authority to designate other persons who shall have the right to exercise any of the rights, duties and authority of the Secretary set forth in this Section 4.10. The Secretary shall have such other powers and perform such other duties as may be assigned to him or her from time to time by the Board of Directors or the President.

Section 4.11 **TREASURER.** The Treasurer shall have general supervision over the care and custody of the funds and over the receipts and disbursements of the Association and shall cause the funds of the Association to be deposited in the name of the Association in such banks or other depositories as the Board of Directors may designate. The Treasurer shall have all powers and duties usually incident to the office of Treasurer except as specifically limited by a resolution of the Board of Directors. The Treasurer shall have such other powers and perform such other duties as may be assigned to him or her from time to time by the Board of Directors or the President.

Section 4.12 **SALARIES.** The officers of the Association shall not be entitled to any salaries or other compensation except for expenses incurred on behalf of the Association which shall be reimbursed; provided, however, that members of the ARC may be compensated for their services rendered to the Association.

## ARTICLE 5

### **Fiscal Matters and Books and Records**

Section 5.01 **FIDELITY BONDS.** The Board of Directors may require that any contractor or employee of the Association handling or responsible for Association funds furnish an adequate fidelity bond. The premium for any such bond shall be paid by the Association and shall constitute a Common Expense.

Section 5.02 **BOOKS AND RECORDS KEPT BY ASSOCIATION.** The Association shall keep accurate financial records, including itemized records of all receipts and disbursements, shall keep minutes of the proceeds of all meetings of the Members and of the Board of Directors and committees having any of the authority of the Board of Directors, and shall keep such other



books and records as may be required by law or necessary to reflect accurately the affairs and activities of the Association. The Association shall keep at the office of the Association a record giving the names and addresses of the Directors and all Members of the Association, which shall be furnished by each Owner pursuant to Section 5.10 of these Bylaws.

Section 5.03 **INSPECTIONS.** The books, records and papers of the Association shall at all times during reasonable business hours be subject to inspection by any Member or his or her agent or attorney for any proper purpose upon not less than 72 hours prior written notice to the Association, which notice shall specify which books, records or papers of the Association such Member desires to inspect or review. True and correct copies of the Articles of Incorporation, these Bylaws, the Covenants and all rules and regulations of the Association with all amendments thereto, shall be maintained at the principal registered offices of the Association and copies thereof shall be furnished to any Member on request upon payment by such Member of a reasonable charge therefor.

Section 5.04 **CONTRACTS.** The Board of Directors may authorize any officer or officers, or agent or agents of the Association, in addition to the officers so authorized by the Covenants and these Bylaws, to enter into any contract or execute and deliver any instrument in the name of, or on behalf of the Association, and such authority may be general or confined to specific instances.

Section 5.05 **CHECKS, DRAFTS, ETC.** All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association, shall be signed by such officer or officers or agents of the Association, and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer of the Association.

Section 5.06 **DEPOSITS.** All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board of Directors may select.

Section 5.07 **GIFTS.** The Board of Directors may accept and give, on behalf of the Association, any contribution, gift, bequest or devise for the general purposes, or for any special purpose, of the Association.

Section 5.08 **FISCAL YEAR.** The fiscal year of the Association shall be the calendar year.

Section 5.09 **ANNUAL STATEMENTS.** The Board of Directors shall determine and approve annually an annual budget covering the estimated Common Expenses for the Property for the upcoming year, such budget to include a capital contribution or reserve account, if necessary, for the capital needs of the Association. The amount set forth in such budget shall constitute the aggregate amount of all annual Assessments for all of the Property for the then

applicable year and each Member shall pay his or her prorata share of the same in accordance with the terms and provisions of the Covenants. Furthermore, the Board of Directors shall also have the right, pursuant to Section 8.04 of the Covenants, to levy special Assessments. Furthermore, Individual Assessments may be levied by the Association against any Member in accordance with the terms and provisions of Section 8.05 of the Covenants. Not later than four (4) months after the close of each fiscal year, the Board of Directors shall prepare or cause to be prepared a balance sheet showing in reasonable detail the financial condition of the Association as of the close of its fiscal year and an income and expense statement showing the results of its operations during its fiscal year. Prior to the date the Developer relinquishes control of the Association, such statements may be unaudited. After the date the Developer relinquishes control of the Association such statements may, in the discretion of the Board, be audited statements. Upon receipt of written request, the Treasurer shall promptly mail to any Member copies of the most recent such balance sheet and income and expense statement upon payment by such Member of a reasonable charge therefor.

Section 5.10 **NOTICES.** Each Member shall be obligated to furnish to the Secretary of the Association in writing, the address, if other than the Lot of such Member, to which any notice to such Owner under the Covenants or these Bylaws is to be given and, if no address other than such Lot shall have been designated in writing, then all such notices and demands shall be mailed or delivered to the Lot of such Owner. Any Member may, for the purposes of notices hereunder, specify in writing to the Association that all notices be submitted to such Member by facsimile transmission or through the Internet utilizing a specific electronic mailbox for that particular Member. All notices required or permitted to be given by the Association to any Member under the Covenants, these Bylaws or under any other documents or agreements shall be deemed to have been sufficiently given or served upon any Member when given in the manner specified in Section 12.16 of the Covenants.

Section 5.11 **PAYMENT OF TAXES ON COMMON AREAS AND INSURANCE PREMIUMS.** The Board of Directors shall, to the extent funds are available, cause payment to be made, in a timely manner, of all taxes assessed against the Common Areas or Association property and of all insurance premiums payable by the Association.

Section 5.12 **RULES AND REGULATIONS.** The Board of Directors shall have the right, from time to time and at any time, to adopt, amend, modify and repeal rules and regulations governing the use of any of the Common Areas, which rules and regulations shall be binding upon all Members.

## ARTICLE 6

### **Insurance**

Section 6.01 **TYPES OF COVERAGE.** The Association shall maintain in effect at all times as a Common Expense the types of insurance coverage required by the Covenants, any workmen's compensation or other insurance required by law and such other insurance as the



Board of Directors may from time to time deem appropriate. The Board of Directors shall review the amount and terms of such insurance annually.

Section 6.02 **INDEMNIFICATION INSURANCE.** The Association shall have the power and authority to purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Association (including those agents and representatives of the Association who serve on behalf of the Association on the ARC) or is or was serving at the request of the Association as a director, officer, partner, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under applicable law.

## ARTICLE 7

### **General Provisions**

Section 7.01 **WAIVER OF NOTICE.** Whenever any notice is required to be given under any provision of law, the Covenants, the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Members, the Board of Directors or members of any committees established by the Board of Directors need be specified in any written waiver of notice unless otherwise required by these Bylaws. Attendance of a Director at a meeting of the Board of Directors shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 7.02 **INCORPORATION BY REFERENCE.** All of the terms, provisions, definitions, covenants and conditions set forth in the Covenants are hereby expressly incorporated herein by reference as if fully set forth herein. In the event of any conflict or ambiguity between the terms, provisions, definitions, covenants and conditions set forth herein in these Bylaws and in the Covenants, then the provisions of the Covenants shall at all times control.

Section 7.03 **AMENDMENTS.** The Board of Directors shall have the sole right, power and authority, without the consent or approval of the Members, to alter, amend or repeal the Bylaws of the Association or adopt new Bylaws for the Association at any regular or special meeting of the Board of Directors; provided, however, that notwithstanding anything provided in this Section 7.03 to the contrary, any amendments to these Bylaws prior to the date the Developer relinquishes control of the Association must be approved by Developer.

Section 7.04 **SEAL.** The Board of Directors may, but shall not be obligated to, provide a corporate seal which shall be circular in form and have inscribed thereon the name of the

Association, the state of incorporation and such other words as the Board of Directors may prescribe; provided, however, that the use of the seal of the Association on any contract or agreement shall not be required to evidence the validity, authenticity or approval of such contract or agreement.