

INVERNESS MASTER HOMEOWNERS ASSOCIATION
AMENDED AND RESTATED BY-LAWS OF THE INVERNESS MASTER
HOMEOWNERS ASSOCIATION AS AMENDED ON
NOVEMBER 7, 2011

NOTICE:

THIS INSTRUMENT AMENDS THE AMENDED AND RESTATED BY-LAWS OF THE INVERNESS MASTER HOMEOWNERS ASSOCIATION FILED IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA ON OCTOBER 29, 2009, TO WIT; DOCUMENT # 20091029000405810.

PREAMBLE

The Board's power to amend the bylaws, and enforce the new assessments comes primarily from the following two sources. According to the "Preamble" of the IMHA BYLAWS, "the By-Laws may be altered, amended, or repealed by a majority vote of the Board of Directors". Furthermore, Sections 6.1 & 6.2 of each subdivision's covenants requires each homeowner to join the master homeowners association. Each homeowner is also required to "pay the dues and assessments (and "charges" in Sec. 6.2) which may be established by said master homeowners association, and (every homeowner) agrees to be bound by the rules, regulations, and requirements established by said master homeowners association."

ARTICLE 1: ASSOCIATION

1.1 **Office Location:** The office of the Association shall be located at such place as selected by a majority of the Board of Directors. Information such as the current office location, telephone number, and contact information will be maintained on the Association's website (www.invernesshomeowners.org).

1.2 **Fiscal Year:** The fiscal year of the Association shall be the calendar year.

1.3 **Inspection of Records:** The books and records of the Association shall be available for review by the Members. Requests for information should be presented to the Association's attorney during normal business hours. All requested information will be reviewed for privacy and confidentiality impacts by the attorney before release or review by Members.

ARTICLE 2: DEFINITIONS


2.1 **Articles of Incorporation:** The Articles of Incorporation for the Association, which shall be recorded in the Probate Records of Shelby County, Alabama.

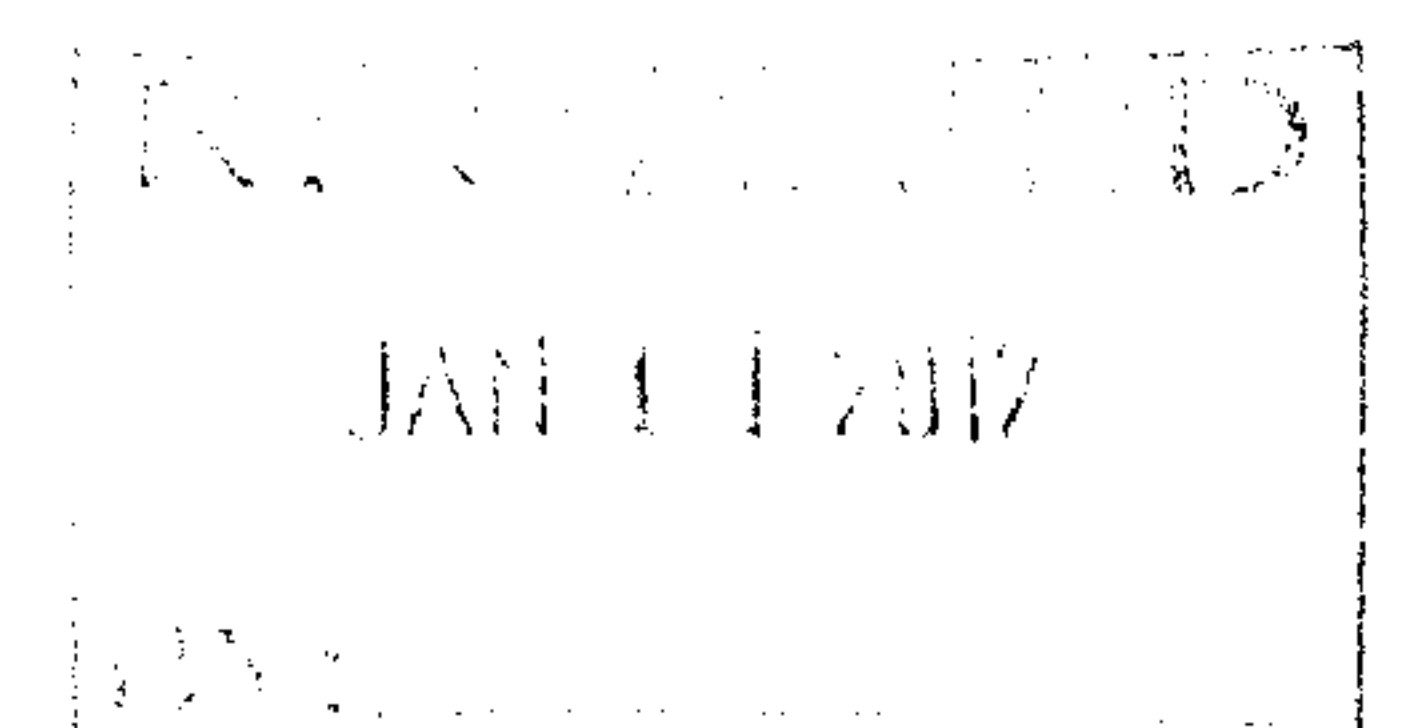
2.2 **Association:** The Association, its assigns, and successors which shall be a master homeowners association for Inverness.

2.3 **Association Property:** That property which may at any time be owned by the Association.

2.4 **Board:** The Board of Directors of the Association.

2.5 **By-Laws:** The duly enacted By-Laws of the Association.


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2.6 **Declarations:** The Declaration of Protective Covenants for the member Inverness Subdivisions recorded in the Probate Office of Shelby County, Alabama. Also called for convenience, "Covenants."

2.7 **Inverness or Inverness Property:** That part of the 1,650 acre Metropolitan Life Insurance Company development located in north Shelby County, which is subjected to the Declarations. Inverness is bounded on the north by U.S. Highway 280, on the east by Valleydale Road, on the south by Caldwell Mill Road, and on the west by the Cahaba River, more or less.

2.8 **Member:** A person (or entity, if applicable) who is a record owner of one or more Lots constituting Member's Property.

2.9 **Member's Property:** Any lot or unit in the Subdivision subject by the Declarations to a lien for assessments in favor of the Association.

2.10 **Resident:** Any person or persons occupying a Member's Property.

2.11 **Subdivision:** The following Inverness Subdivisions: Adam Brown, Cobblestone, Country Club Village, Heather Point, Inverness Point, Kerry Downs, Kirkwall, Selkirk, Summerwood, Woodford, and any additional Subdivisions or additions to Subdivisions, so long as the Declarations of such subdivisions subject property to a lien for assessments in favor of the Association.

ARTICLE 3: MEMBERSHIP

3.1 **Classes of Membership:** There shall be only one class of members of the Association: Members, with full voting rights. The Members of the Association shall consist of all record owners of Members Property and shall all those persons or other entities as set forth in Article V of the Articles of Incorporation.

3.2 **Rights and Obligations of Membership:** The Members shall have all the rights, privileges, duties, and obligations applicable to their membership as set forth in the Declarations, Articles of Incorporation, and elsewhere in the By-Laws. Membership of Members in the Association shall be appurtenant to, and may not be separated from, ownership of any Lot. Membership of Members shall attach automatically upon the acceptance of delivery of the instrument of transfer of such ownership interests, provided that such instruments are promptly recorded in the Offices of the Judges of Probate of Shelby County, Alabama and a true copy of such recorded instrument is promptly delivered to the Association. Membership of Members shall terminate automatically upon the tendering of delivery of an instrument of transfer (provided such tender is accepted) or upon such ownership interest being divested in some other manner.

3.3 **Assessments:** The rights of membership of Members in the Association are subject to the payment in full of the annual assessments, as well as any charges, liens, attorney fees, administrative assessments, or other costs owed by the Member as a result of a covenant violation. The obligation of such assessments and charges is imposed against each owner of, and is a lien upon, the Member's Property against which such assessment or charges is made.

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3.3.1 Lien on Member's Property: All Member's Property shall be subject to a continuing lien for assessments levied by the Association in accordance with the provisions of the Declarations, the Articles of Incorporation, and the By-Laws. The annual assessments, administrative assessments, attorney fee assessments, and charges together with interest thereon and the costs of collection thereof (including reasonable attorney's fees, filing fees, cost of discovery, including but not limited to depositions, copies of records, and expert witness fees) as hereinafter provided, shall be a charge on and shall be a continuing lien upon, the Member's Property against which each such assessment or charge is made. All Member's Property shall be held, transferred, sold, conveyed, used, leased, occupied, mortgaged, and otherwise encumbered subject to all the terms and provision of the Declarations, the Articles of Incorporation, and the By-Laws applicable to the Member's Property, including but not limited to the continuing lien herein described.

3.3.2 Personal Obligation of Members: Unless otherwise provided in a deed or other conveyance, each Member, by acceptance of a deed or other conveyance to Member's Property, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association the annual assessments, administrative assessments, attorney fee assessments and charges, such assessments to be fixed, established, and collected from time to time as hereinafter provided. Each such assessment, together with interest and cost of collection, including reasonable attorney's fees, shall be the personal obligation of the person who is or was the owner of such Member's Property at the time the assessment falls or fell due.

3.3.3 Assessments. There shall be three types of assessments levied by the Association.

- (1.) Annual Assessments
- (2.) Administrative Assessments
- (3.) Attorney Fee Assessments.

3.3.3(a) Purpose of Assessments: There shall be three types of assessments levied by the Association: (1.) Annual Assessments and (2.) Administrative Assessments and (3.) Attorney Fee Assessments. The Annual Assessments levied by the Association shall be used exclusively for the purpose of providing any and all of the services and activities as may be to the mutual benefit of the Members; maintaining, operating, and repairing the Open Spaces, common recreational and other facilities within Inverness, the common roadway areas, water, sewer and drainage systems within Inverness, and other areas and structures beneficial or useful to the Member's Property; the payment of taxes and insurance on all Association Property, and the repair, replacement, and additions thereto, and the cost of labor, insurance, equipment, materials, management, and supervision thereof, or other purposes beneficial to the Members, as determined by the Association; and for the purpose of carrying out the functions, purposes, responsibilities, and duties of the Association. THE ASSOCIATION DOES NOT GUARANTEE OR WARRANT THAT SUCH SERVICES WILL BE PROVIDED AND NOTHING HEREIN SHALL BE CONSTRUED AS AN OBLIGATION TO PROVIDE ANY SUCH SERVICES.

3.3.3(b) Administrative Assessments: Administrative Assessments will be assessed against each Member of the association who is found to be in violation of their subdivision's covenants and/or the IMHA By-Laws, and who subsequently fails to bring their property into compliance with the covenants after receiving notice from the IMHA or its management company. Every association

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Member who is found to be in violation of the subdivision's covenants or IMHA By-Laws shall receive a covenant compliance letter from the IMHA or its management company stating the violation in detail. The letter will provide that the Member has fourteen (14) days from the date the letter was post marked to remedy the compliance issue or contact the IMHA management company to request additional time. Failure to do so shall result in a FIFTY DOLLAR (\$50.00) Administrative Assessment being placed against that Member by the IMHA's management company. However, every Administrative Assessment must be approved by the IMHA President and the Member's subdivision IMHA Board President before it shall be charged to the Member. If there is a disagreement between the IMHA President and the subdivision President, then the matter must be brought before the IMHA Board of Directors for a vote. The assessment shall be approved by a majority vote of the Board of Directors with a quorum present. Thereafter, the Member shall have the right to appeal the assessment by sending a written request to the IMHA no later than sixty (60) days after assessment is charged. Upon receiving the request for an appeal a hearing shall be scheduled with the IMHA Board of Directors at which time the Member may appear and make his/her appeal. The assessment may be overturned by a majority vote of the IMHA Board of Directors with a quorum present. The Administrative Assessments levied by the Association shall be used exclusively to reimburse the Association for the money expended in efforts to obtain covenant compliance from the violating Member. The assessments are solely for containing association costs, and are intended to hold violating members accountable for the costs the subdivision incurs as a result of their covenant violations.

3.3.3(c) Attorney Fee Assessment: The Attorney Fee Assessment will be assessed against each Member of the association who is referred to the IMHA attorney for covenant violations and non-compliance issues. Each association Member who fails to remedy a covenant violation, after receiving notice from the IMHA in accordance with Section 3.3.3(b) above, may be referred to the IMHA attorney by a majority vote of the IMHA Board of Directors. Upon receiving the matter, the attorney's office shall issue an initial demand letter to the Member regarding the compliance issue. The Member shall have ten (10) days from the date the letter is post-marked to bring the property into compliance. However, the Member will be assessed all attorney fees incurred by the IMHA as a result of the Member's non-compliance. The Attorney Fee Assessment shall be used exclusively to reimburse the IMHA for attorney fees incurred as a result of a Member's covenant violations. The assessments are solely for containing association costs, and are intended to hold violating members accountable for the costs the subdivision incurs as a result of their covenant violations. The Attorney Fee Assessment is intended to make violating members accountable for their actions.

3.3.4 Amounts of Annual Assessments: The annual assessment applicable to Member's Property shall be set by the Board of the Association. The Board may set all or a part of the annual assessment applicable to Member's Property, and it may delegate to individual homeowners associations in Subdivisions, the power to set all or part of the assessment applicable to Member's Property within the Subdivisions.

3.3.5 Effect of Non-Payment of Assessments and Remedies of the Association: Any Annual, Administrative, or Attorney Fee Assessments not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. An invoice will be sent monthly to the Member at an additional cost of \$15.00 per invoice until paid. With regard to non-payment of assessments by Members, the Association may bring an action at law or in equity

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against any Member personally obligated to pay the same, or foreclose the lien against the Member's Property. No Member may waive or otherwise escape liability for the assessments provided for in the Declarations or in the By-Laws by non-use of the Open Spaces or other areas for which assessments are applied or by abandonment of the Member's Property owned by such Member.

3.3.6 Subordination of Lien to Mortgages. The lien of any assessment or charge, authorized by the Declarations or Article 3 of these By-Laws with respect to Member's Property, is subordinate to the lien of any bona fide mortgage on such Member's Property, but only if, all assessments and charges levied against such Member's Property falling due on or prior to the date such mortgage is recorded, have been paid. The foregoing subordination shall not relieve a Member, whose Member's Property has been mortgaged, of his personal obligation to pay all assessments and charges falling due during the time he or she is the owner of such Property. The Board may at any time, either before or after the mortgaging of any Member's Property, waive, relinquish or quitclaim in whole or in part the right of the Association with respect to the Property coming due during the period while such Property is or may be held by a mortgages or mortgages pursuant to such sale or transfer. A closing letter must be obtained from the Association attorney stating that all dues and fees have been collected and the property has no outstanding deviations from the Declarations applicable to that Subdivision.

3.4 Suspension of Membership Rights: The Association membership rights of any Member, including but not limited to, the right to vote and serve as a Director on the Board, will be suspended for any period during which any assessment or charge owed to the Association by such Member remains unpaid, or that Member's property is found to be in violation of their subdivision's covenants or the IMHA By-Laws. Any such suspension shall not affect the Member's obligation to pay assessments coming due during the period of suspensions and shall not affect the permanent charge and lien on the Member's Property in favor of the Association. A Member whose rights have been suspended by the IMHA may appeal the suspension by sending a written request to the IMHA Board of Directors for a hearing regarding the same. The Member's suspension may be upheld or overturned by a majority vote of the IMHA Board of Directors with a quorum present.

ARTICLE 4: VOTING RIGHTS

4.1 Voting Rights of Members: When entitled to vote, each Member shall have one vote for each Lot owned by such ownership interest or interests in any Lot, the vote for such Lot shall be exercised as the owners among themselves shall determine, but in no event shall more than one (1) person be entitled to cast the vote with respect to any Lot. In the event of a disagreement among such persons or other entities and an attempt by more than one to cast the vote of such Lot, such person or other entities shall not be recognized and the vote with respect to such Lot shall not be counted.

ARTICLE 5: ASSOCIATION POWERS

5.1 Mortgages: The Association shall have the power to mortgage or otherwise burden or encumber all or a part of the Association Property, provided that any such mortgaging or encumbering shall be authorized by an affirmative vote of one-fourth (1/4) of all of the Members.

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5.2 **Dedication of Transfer of Properties:** The Association shall have the power to transfer the ownership of all or part of the Association Property, provided that any such transfer by dedication to a public authority, or otherwise, shall be authorized by an affirmative vote of one-fourth (1/4) of all of the Members.

5.3 **Association Property Title:** The Association shall maintain record of title for any Association Property, including any common areas as applicable.

ARTICLE 6: BOARD OF DIRECTORS

6.1 **Composition:** The Board of Directors shall consist of at least one representative from each of the member Subdivisions. Additional representatives from member Subdivisions may participate in Board proceedings as Officers or committee members, but shall not have a vote on official IMHA business.

6.2 **Election of Directors:** The members of the Board of Directors shall be elected as described in Article 7. The incumbent Board shall hold office until the election of their successors by the Members.

6.3 Any Member who owns a Lot or Lots in a Subdivision is eligible to represent that Subdivision as a Director on the Board. The right to serve on the Board will be suspended due to unpaid assessments or covenant violations as described in Article 3 of these By-Laws.

6.4 **Vacancies:** Vacancies on the Board of Directors shall be filled by a majority vote of the remaining Directors. The person appointed as a new Director by the Board must be a Member who owns a Lot or Lots in the same Subdivision in which the Director who was replaced owned a Lot or Lots on the date he or she was elected to the Board. Any Director so appointed by the Board shall hold office until his or her successor is elected by the Members.

6.5 **Removal of Directors:** Any Director elected by the Members may be removed at any time, with or without cause, by vote of the majority of the Members who own a Lot or Lots in the same Subdivision which the Director owned a Lot or Lots on the date he or she was elected to the Board. The person replacing a Director who is removed from the Board shall be elected by a majority of the vote by the Members that own a Lot or Lots in the same subdivision.

6.6 **Removal of Directors by the IMHA Board of Directors:** The IMHA Board of Directors may remove a director by a majority vote of the directors or their proxy.

6.6.1 **Cause for Removal of a Director includes:**

6.6.2 Any failure or repeated refusal to enforce and/or uphold the neighborhood covenants as they are written.

6.6.3 Any act, or failure to act, which the board determines is outside the scope of a Director's authority, which could subject the IMHA Board of Directors, its Directors, and fellow Members to liability.

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6.6.4 Failure to manage the finances of the subdivision HOA budget.

6.6.5 Failure to manage Subdivision contracts.

ARTICLE 7: ELECTION OF DIRECTORS

7.1 **Election:** The election of Directors shall be by written ballot as hereinafter provided. At such elections, the Members or their proxies may cast one (1) vote with respect to each Lot in which they hold an interest required for membership in the Association. The person receiving the largest number of votes of the Members entitled to vote shall be elected as subdivision President and serves as a Director of the IMHA. The person receiving the second most votes shall be the subdivision's Vice President and the third most votes shall be the subdivision's Board Member.

7.2 **Ballots:** All elections to the Board shall be made by a written ballot which shall (a) describe the vacancy or vacancies to be filled; and (b) set forth the names of those nominated for such. Such ballots shall be prepared and mailed in conjunction with the annual assessment billing. Each member running for office shall submit a brief biography and a statement addressing why he/she wants to serve on the IMHA Board, and what he or she hopes to achieve for the betterment of the IMHA Members.

7.3 **Voting Procedures:** Each Member shall receive as many ballots as he or she has Lots in the Subdivision from which subdivision Board Member will be elected. Each Member shall place a mark next to the name of the nominee on the ballot or ballots for whom the Member wishes to cast his or her vote for the election of such nominee to the Board for this purpose. Each signed ballot shall be returned to the Association. The Board shall make provisions for independent oversight of vote tallying including the following:

7.3.1 Establish either that the Member submitting the ballot or proxy owns a Lot or Lots in the subdivision from which the representatives are to be elected; and

7.3.2 Establish that the number of ballots turned in by each Member or his or her proxy identified on the ballot corresponds with the number of Lots owned by such Member in that particular Subdivision.

7.3.3 Said procedure shall be undertaken in such a manner that the vote of any Member shall not be disclosed to anyone.

7.3.4 If any ballot is incomplete, or if the signature of the Member is not genuine, such ballot shall be disqualified and shall not be counted. All valid ballots shall be counted, and the nominees who have received the greatest number of votes shall be elected as Subdivision representatives. After tallying, unless a review of the procedure is demanded by fifty-one percent (51%) of the Members casting ballots in the election within ten (10) days after the election, the ballots shall be destroyed.

7.3.5 At least thirty (30) days prior to election, the IMHA shall send a call for nomination letter to all Members. Any Member interested in running for office may submit a brief one half page biography to be included with the ballot.

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ARTICLE 8: POWERS AND DUTIES OF THE BOARD OF DIRECTORS

8.1 Powers: The Directors of the IMHA Board of Directors shall the following powers:

8.1.1 To call special meetings of the Members whenever the Board deems necessary, and ~~the~~ Directors shall call a meeting at any time upon written request of twenty-five percent (25%) of the Members entitled to vote, as provided in Article 9 hereof.

8.1.2 To appoint and remove at their pleasure all Officers (as hereinafter defined), agents, and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as the Board may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any Member, Officer, or Director, of the Association in any capacity whatsoever.

8.1.3 To establish, levy, assess, and collect the Annual, Administrative, and Attorney Fee assessments and charges as set forth in Article 3 (and the power to delegate the power to establish, levy, assess, and collect such assessments and charges to homeowners associations of individual Subdivisions).

8.1.4 To adopt and publish rules and regulations governing the use of the Open Spaces and the facilities of the Association, and the personal conduct of the Members and their guests thereon.

8.1.5 To exercise for the Association all powers, duties, and authorities vested in or delegated to the Association, except those reserved to Members in the Declarations, Articles of Incorporation, or elsewhere in these By-Laws.

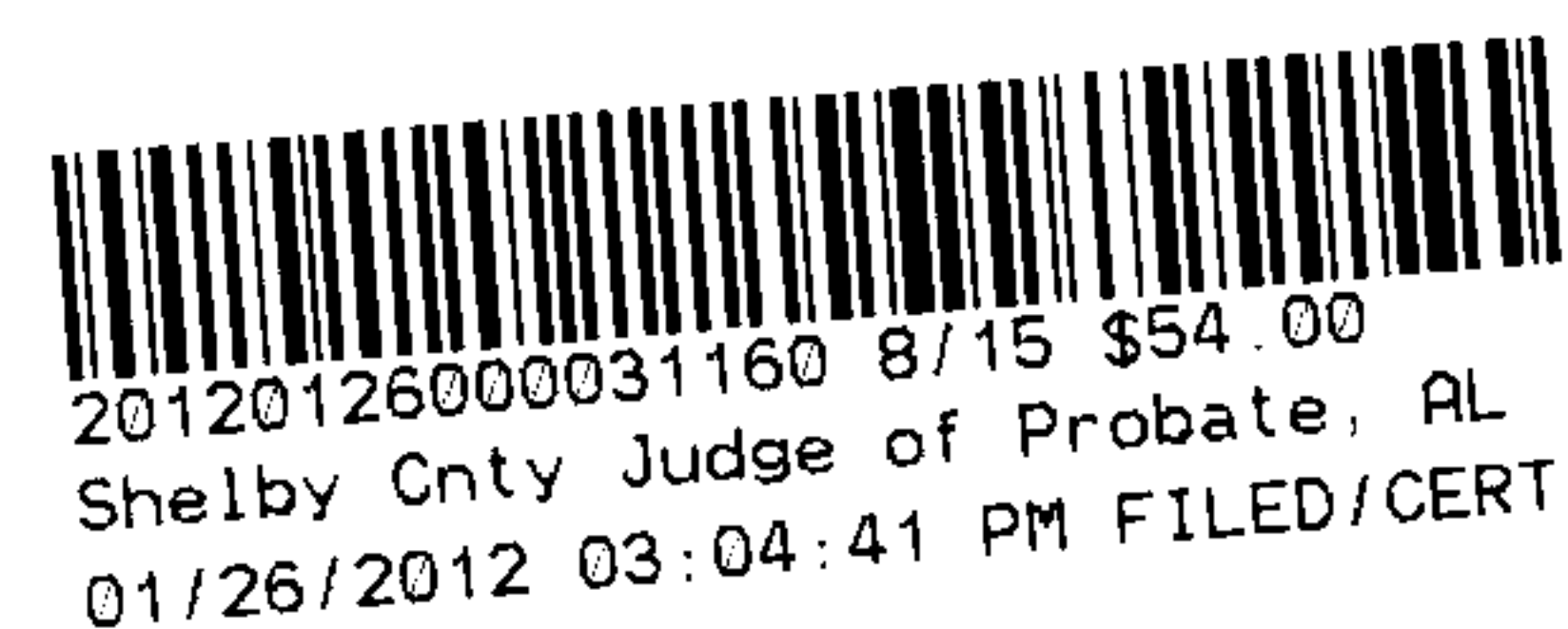
8.1.6 To appoint such committees as the Board deems are in the best interest of the Association and to carry out the functions and duties of the Board.

8.1.7 To serve on the IMHA Board a director must demonstrate good standing with the IMHA and its Members, which includes (1) no outstanding HOA Dues, fees and/or assessments, and (2) a history of covenant compliance with the IMHA.

8.1.8 Directors must regularly attend Board meetings on the third Tuesday of each month or as otherwise scheduled by the IMHA Board.

8.1.9 Directors must show un-wavering support for the neighborhood covenants and their fellow Members property rights.

8.1.10 Directors must be willing to serve on the IMHA Architectural Control Committee which oversees the covenant compliance for each of the Inverness subdivisions. Said duties include reviewing and approving/disapproving architectural requests by IMHA Members in accordance with each subdivisions covenants, as well as certifying covenant compliance for the sale of homes in said subdivisions.



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8.1.11 Directors must be responsible for developing and managing the budget of their subdivision.

8.1.12 Directors are responsible for contacting Members in their subdivisions as needed in order to address questions, provide information, and gain covenant compliance.

8.2 **Director Absences:** In the event that any Director or his/her designated proxy is absent from three (3) consecutive regular meetings of the Board, the Directors of the Board may by action taken at the meeting during which said third absence occurs, declare the office of said absent Director to be vacant, and the provisions relating to filling vacancies on the Board as set forth in Article 6 shall become operative.

8.3 **Duties:** It shall be the duty of the Board of Directors:

8.3.1 To cause to be kept a complete record of all its acts and corporate affairs and to present a summary thereof to the voting Members with the annual assessment package. A detailed review shall be supplied upon request at any special meeting when such is requested in writing by twenty-five percent (25%) of the Members entitled to vote, as provided in Article 9 hereof.

8.3.2 To supervise all Officers (as hereinafter defined), agents, and employees of the Association and to insure that their duties are properly performed.

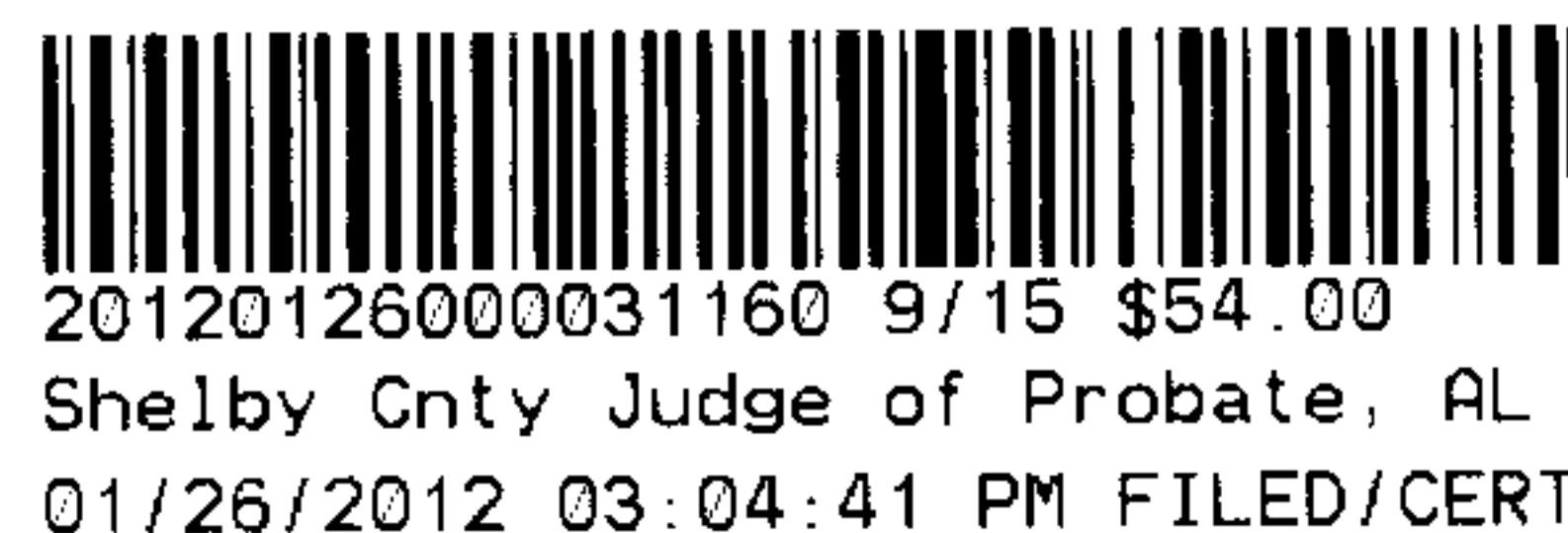
8.3.3 As more fully provided in the Declarations and Article 3 of the By-Laws, to fix the amount of the assessment against each Lot owned by a Member and against each, if any, at least thirty (30) days in advance of the date any payment of such assessment is due.

8.3.4 To prepare a roster of the Lots and owners thereof, according to the Subdivisions in which they are located, and the lots, units, and parcels of Member's Property and owners thereof, and the assessments applicable thereto, which shall be kept in the offices of the Association and shall be open to inspection by any Member thereto, and to send written notice of each assessment to every Member subject thereto.

8.3.5 To issue, or cause an appropriate Officer (as hereinafter defined) to issue demand by any person, a certificate setting forth whether any assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

8.3.6 To obtain and maintain a liability insurance policy for the protection of the Association covering the Open Spaces, if applicable, and covering such risks and with such deductible amounts as the Board shall determine.

8.3.7 The Board shall hire a Management Company to keep proper books and accounts and prepare annual reports for state and federal agencies. Directors shall be responsible to provide annual budgets for the Subdivision. The Management Company shall provide balance sheet statements at regular intervals. The balance sheet statements shall be reviewed by the Directors at regular Board meetings. The Management Company is not a member of the Board and does not possess voting rights.



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8.3.8 The secretary will keep minutes of all the IMHA Board meetings, and member's meetings when called, as well as other proceedings or designate the management company to do such. The management company shall also maintain the names of all members of the association, the subdivisions in which the members own lots, the block and lot numbers of the lots they own, and their address as registered by such members. The secretary shall have the right to vote on IMHA business provided that he/she is a director on the Board, otherwise the secretary will not have a vote.

ARTICLE 9: MEETINGS

9.1 **Monthly Meetings of the Board:** The Board of Directors shall meet monthly on the third Tuesday of the month, except where holidays or other scheduling conflicts occur. In these cases, the meeting date shall be established by consensus of the Directors and Officers. All monthly meetings of the Board shall be open to all Members.

9.2 **Notice of Monthly Board Meetings:** The Board shall post the meeting agenda on the Association website at least ten (10) days prior to each monthly meeting. Members entitled to vote may submit agenda items by contacting any Board member, preferably the Director representing their Subdivision, at least three (3) days prior to the meeting.

9.3 **Special Meetings of the Board:** Special meetings of the Board shall be held when called by any Officer or any two (2) or more Directors. Special meetings are generally used to conduct Board business where privacy or confidentiality concerns preclude discussion in an open meeting such as the monthly meetings. Notice of special meetings shall be placed on the Association website at least one (1) day prior to the meeting. The notice shall indicate whether the meeting is limited to Directors and Officers, or is open to Members.

9.4 The transaction of any business at any meeting of the Board, however called and noticed, or wherever held, shall be as valid provided a quorum of Directors is present or their proxy. Business conducted shall be made a part of the minutes of the meeting.

9.5 **Quorum:** A majority of the Directors on the Board of Directors shall constitute a quorum thereof.

9.6 **Adjourned Meetings:** If at any meeting of the Board there is less than a quorum of Directors present, the majority of these present may adjourn the meeting from time to time until a quorum is present. After any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

9.7 **Resolutions:** A simply majority vote of the Directors present at a Board meeting, or their proxy, shall be required to pass a resolution provided a quorum is present, unless otherwise specified in the By-Laws.

9.8 **Directors' Rights and Obligations:** Directors may attend all monthly and special meetings of the Board and are subject to the removal provision of Article 8 for excessive absences. Each

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Director has a voting right on any business conducted by the Board, however, only one vote per Subdivision shall be cast on any vote call.

9.9 **Annual Meeting of Members:** A regular annual meeting of the Members shall be held at a date, time, and location to be determined each year by the Board. After a program, Association business may be conducted if identified on the agenda.

9.10 **Notice of Annual Member's Meeting:** The Board shall post the annual meeting agenda on the Association website at least ten (10) days prior to the meeting. Members entitled to vote may submit agenda items by contacting any Board member, preferably the Director representing their Subdivision, at least three (3) days prior to the meeting.

9.11 **Special Member's Meetings:** Special meetings of the Members for any purpose may be called at any time by any Officer or any two (2) or more Directors. In addition, special meetings of the Members must be called upon the written request of twenty-five percent (25%) of the Members entitled to vote at the time such written request is made.

9.12 **Quorum:** The presence at a meeting of Members entitled to cast, or of proxies entitled to cast, ten percent (10%) of the vote of the Members of the Association shall constitute a quorum of Members for any actions governed by the By-Laws, unless provided otherwise in the Declarations, Articles of Incorporation, or elsewhere in these By-Laws.

9.13 **Action by Members:** Members may transact business or take action with a majority vote by a quorum, unless provided otherwise in the Declarations, Articles of Incorporation, or elsewhere in these By-Laws.

9.14 **Action by Members Without a Meeting:** Any action required or permitted to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the Members entitled to vote with respect to the subject matter thereof.

9.15 **Form of Member Vote:** At all meetings of Members, each Member entitled to vote may vote in person or by proxy.

9.16 **Proxies:** All proxies shall be filed in writing with an Officer of the Association at least three (3) days prior to the meeting at which such proxy shall cast the Vote of the Member. No proxy shall extend beyond a period of eleven (11) months, and every proxy shall automatically cease upon the sale by the Member of his or her Lot or other interest in the Member's Property.

9.17 **Conduct of Meetings:** The President or Vice-President will conduct meetings and other Association proceedings at their discretion; however, Roberts Rules of Order may be used as guidelines to govern the conduct of said proceedings.

ARTICLE 10: OFFICERS

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10.1 **Officers.** The officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer (each an "Officer", collectively the "Officers"). The Officers will be elected from the Directors. The President may or may not represent any one subdivision. The President shall have a vote equal to that of a Director's, but only on matters that require a tie breaker.

10.2 **Election.** The Officers of the Board shall be elected by a majority vote of the Directors at the first meeting of the Board of Directors each year.

10.3 **Term.** All Officers shall hold office at the pleasure of the Board from the date of his or her election until the next annual meeting of the Board and until his or her successor shall have been duly elected and qualified or until his or her death, resignation, or removal.

10.4 **President:** The President shall preside at all meetings of the Board and of the Members and shall see that orders and resolutions of the Board are carried out, and shall sign all notes, checks, leases, mortgages, deeds, and all other written instruments as may be incidental to the orders and resolutions of the Board. The President shall ensure that minutes of meetings are kept and filed in the Association records. The President also shall perform any duties as may be prescribed by the Board.

10.5 **Vice President.** The Vice President shall perform all of the duties of the President in his or her absence and any such duties as may from time to time be assigned by the President or the Board.

10.6 **Treasurer:** The Treasurer shall coordinate and approve the activities of the bookkeeper including invoicing, receipts, bill payments, receipt and deposit in appropriate bank accounts all monies of the Association. The Treasurer shall provide oversight audits of the bookkeeper as he or she sees fit. The Treasurer may also, with the approval of a majority of the Board, cause an audit of the Association books to be made by a certified public accountant when, in the Treasurer's discretion, an audit is necessary.

10.7 **Secretary:** The Secretary will be responsible for the minutes and signing off of legal documents on behalf of the IMHA Board of Directors.

ARTICLE 11: INDEMNIFICATION

11.1 Every person who serves as a Director or Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including fees for legal counsel, reasonably incurred by or imposed upon such person in connection with any proceeding to which the person may be a party, or in which the person may become involved, by reason of his or her being or having been a Director or Officer of this Association, or any settlement thereof, whether or not the person is a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of willful, reckless, or gross misfeasance or malfeasance in the performance of his or her duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to, and not exclusive of, all other rights to which such Director or Officer may be entitled.

INVERNESS MASTER HOMEOWNERS ASSOCIATION
AMENDED AND RESTATED BY-LAWS OF THE INVERNESS MASTER HOMEOWNERS
ASSOCIATION AS AMENDED ON
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ARTICLE 12: COMMITTEES

12.1 Creation of Committees: The Board may create committees at its discretion; however, the Architectural Control Committee shall perform as a standing committee of the Association.

12.2 Architectural Control Committee: The primary duty of this Committee shall be to examine and approve or disapprove all plans, including site plans, for construction of improvements or additions on Lots within the Subdivisions in accordance with the provisions of the Declarations. The Chairperson of this committee recommends two additional ACC committee members for appointment by the Board, reviews proposed architectural changes for covenant compliance, and maintains property specific files of prior ACC and covenant compliance activities.

12.3 Subcommittees: Each committee shall have the power to appoint a subcommittee from among the members and may delegate to any such subcommittee any of its powers, duties, and functions set forth in this Article and as delegated by the Board.

ARTICLE 13: RULES AND REGULATIONS

13.1 Realty Signs Posted on Inverness Parkway: Realtors may only post directional signs along the Inverness parkway between the hours of 4:00 p.m. on Friday and 4:00 p.m. on Sunday, at which time the signs must be removed by the realtor. Permission to post signs on the parkway not during those hours may be authorized upon request to the IMHA Board of Directors. All realty signs must meet the standards set forth by the covenants.

13.2 Yard Sale Signs: Members may post yard sale signs along the Inverness Parkway between the hours of 4:00 p.m. on Friday and 4:00 p.m. on Sunday, at which time the signs must be removed by the Member. Permission to post signs on the parkway not during those hours may be authorized upon request to the IMHA Board of Directors.

13.3 Sign Standards: Any sign posted in Inverness must be professional in appearance and able to stand on its own. Furthermore, attaching any sign to an Inverness street sign post is strictly prohibited, and will result in a \$50.00 fine being assessed to the responsible Member.

INVERNESS MASTER HOMEOWNERS ASSOCIATION
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Documentation of motion passed in Inverness Master Homeowners Association Board Meeting on November 7, 2011. The attached amendment and revision to the IMHA By-Laws was passed by a majority vote of the IMHA Board of Directors with a quorum present.

Attested by:

William R. Auer
President

11/7/11
Date

Kathryn W. Wise
Vice President

11/7/11
Date

[Signature]
Treasurer

11-07-11
Date

Linda M. Neaton
Secretary

11/7/11
Date

INVERNESS MASTER HOMEOWNERS ASSOCIATION
AMENDED AND RESTATED BY-LAWS OF THE INVERNESS MASTER HOMEOWNERS
ASSOCIATION AS AMENDED ON
NOVEMBER 7, 2011

RESOLUTION OF BOARD OF DIRECTORS
INVERNESS MASTER HOMEOWNERS ASSOCIATION


BE IT RESOLVED that at a duly held meeting of the Board of Directors of the Inverness Master Homeowners Association, Inc. ("Board") held on November 7, 2011 with a quorum in attendance, the IMHA Board hereby alters and amends Sections: 3.3.5, 6.1, 6.6, 6.6.1, 6.6.2, 6.6.3, 6.6.4, 6.6.5, 7.2, 7.3.5, 8.1.7, 8.1.8, 8.1.9, 8.1.10, 8.1.11, 8.1.12, 8.2, 8.3.7, 8.3.8, 9.4, 9.7 and 10.1 to the By-Laws of the Inverness Master Homeowners Association. It is the intent of the Board that the Amended By-Laws shall be effective immediately, and shall replace and/or supersede the Amended and Restated By-Laws of the Inverness Master Homeowners Association, which were recorded in the Office of the Judge of Probate of Shelby County, Alabama on October 29, 2009, to wit; document #20091029000405810.

William R. Auer 11/7/2011
President

Kathryn W. Wise 11/7/2011
Vice President

Linda M. Newton 11/7/2011
Secretary

Prepared by Robert O. McNearney, Attorney (Duell-Hunt, LLC)
Hwy 280, 2803 Greystone Blvd.
Birmingham, AL 35242


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Shelby Cnty Judge of Probate, AL
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