

**BYLAWS OF INDIAN SHORES**  
**PROPERTY OWNERS ASSOCIATION, INC.**

**ARTICLE I**

**The Association**

Section 1.01. **Name.** The name of this Association shall be “Indian Shores Property Owners Association, Inc.,” an Alabama nonprofit corporation (the “Association”), which has been formed pursuant to Articles of Incorporation of the Association, as may be amended from time to time (the “Articles of Incorporation”) as filed in the Probate Office of Tallapoosa County, Alabama. The provisions of these Bylaws are expressly subject to the terms and provisions of the declaration of easements, restrictions, conditions and protective covenants for Indian Shores Subdivision, recorded at Volume 179 at Pages 409 - 411 in the Probate Office of Tallapoosa County, Alabama. The said declaration and any subsequently recorded amendments or modifications thereof, are hereinafter referred to collectively as the “Covenants.” In the event of any conflict between these Bylaws and the Covenants, the terms of the Covenants shall be controlling.

Section 1.02. **Principal Office.** The principal office of the Association in the State of Alabama shall be located at 7 Flint Trail, Dadeville, AL 36853. 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 1.03. **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 at 226 Tomahawk Drive, Dadeville, AL 36853.

Section 1.04. **Purpose.** The purpose of the Association is to provide for the maintenance, protection and improvement of Association personal and real property, and all improvements or fixtures thereon, including, but not limited to, the real property described in that certain Warranty Deed recorded October 4, 2007 at Document No. 232702, in the Probate Office of Tallapoosa County, Alabama (“Indian Shores Park” also known as “McMillan Park”), and to engage in all other lawful activities permitted by the Code of Alabama.

**ARTICLE II**

**Members**

Section 2.01. **Membership.** Each owner of a Lot or Lots with the Indian Shores Subdivision, the plat of which is recorded at Plat Book Vol. 5, Page 39, in the Office of the Judge of Probate for Tallapoosa County, Alabama (the “Subdivision”), is eligible to become a Member of the Association. If more than one person or entity is the owner of a Lot or Lots, such persons and/or entities shall collectively be deemed to be a single Member. Membership in the Association may

not be separated from ownership of any Lot or Lots in the Subdivision. If a Member ceases to own any Lot or Lots in the Subdivision, either in whole or in part, directly or indirectly, then said Member's membership in the Association is simultaneously and immediately terminated. The voting rights and other privileges of any Member may be limited and/or suspended in accordance with the provisions of these Bylaws. For purposes of these Bylaws, the term "person" shall include natural persons and legal entities. A person eligible to become a Member of the Association may do so by paying the annual dues as established by the Board of Directors. No refund of dues shall be made to any former Member whose membership terminates during the Association's fiscal year.

**Section 2.02. Annual Meeting.** The annual meeting of the Members of the Association shall be held in October of each year or at such other time or such other day within such month as shall be fixed by the Board of Directors. At the annual meeting, the Members of the Association shall elect the Board of Directors of the Association, review and approve an annual budget for the Association (which shall include the Members' dues) as proposed by the Board of Directors, and otherwise transact such other business as may come before such meeting. 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.** Special meetings of Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President or the Board of Directors of the Association and shall be called by the President or Secretary of the Association upon the petition of at least one-half (1/2) or more of the total Members in the Association.

**Section 2.04. Place of Meeting.** The Board of Directors may designate any place within the State of Alabama, as the place of meeting for any annual or special meeting.

**Section 2.05. Notice of Meeting.** Written or printed notice 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 or persons calling the meeting, to each Member of the Association. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Member at his address as it appears on the books of the Association, with postage thereon prepaid. If given personally, such notice shall be deemed to have been delivered to the Member upon delivery of the same to the Lot or Lots owned by such Member. The notice for any meeting at which approval of the annual budget of Association is to be considered shall be accompanied by a copy of such proposed budget. Email notice may be substituted for written or printed notice required under this Section where the Member has provided written authorization for email notice and an email address. The Association may rely upon the accuracy of any such email addresses provided until it receives written instructions from the Member to the contrary. All notices sent by email shall be

deemed to have been delivered on the next following calendar day.

Section 2.06. **Quorum.** The presence in person or by written proxy of at least 10% (ten percent) of the Members shall constitute a quorum for the transaction of any business at any regular or special meeting of the Members. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum. In the event no quorum is present at the date and time noticed for any such meeting, then the President, or Secretary may reschedule such meeting for a date not less than ten (10) days hence and notice of such meeting shall be given as aforesaid. For any such rescheduled meeting, the presence in person or by written proxy of more than 5% (five percent) of the Members shall constitute a quorum for the transaction of any business.

Section 2.07. **Proxies.** At all meetings of the Members of the Association, 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. 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.** Each Member of the Association shall be entitled to one (1) vote, regardless of how many Lots the Member owns in the Subdivision. No fractional voting shall be permitted. When more than one person is the owner of a Lot or Lots, such persons shall determine amongst themselves how the Member vote shall be cast, and the Association shall be entitled to rely upon the representation of the person casting such vote as to the authority of such person. 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 of more than fifty percent (50%) of the total number of votes represented at a meeting, whether in person or by proxy. Unless a greater proportion is specified in these Bylaws or the Articles of Incorporation, any matter which requires the vote of, approval, disapproval, or consent of the Members of the Association at a meeting, either in person or by proxy, requires that a majority must affirmatively vote for, approve, disapprove, or consent to the same. A tie vote may be broken by the vote of the President of the Association.

Section 2.09. **Informal Action by Members.** Any action taken or permitted to be taken at a meeting of the Members of the Association may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members entitled to vote with respect to the subject matter thereof.

### ARTICLE III

#### Board of Directors

Section 3.01. **Powers.** The business and affairs of the Association shall be managed by or under the direction of its Board of Directors. In addition to all other powers and authority allowed by law or statute, the Board of Directors shall have the authority to adopt rules and regulations for the use

of Association property. Such rules and regulations may include a prohibition on the use of certain Association property by non-Members, and may prescribe and adopt usage fees or charges for the use of certain Association property by non-Members.

Section 3.02. **Number, Tenure, and Qualifications.** As prescribed by the Articles of Incorporation, the initial number of Directors of the Association shall be nine (9) and may be increased and decreased by vote of the Board of Directors, provided that the number of Directors shall in no event consist of less than five (5) Directors. Beginning, January 1, 2010, each Director shall hold office until his or her successor shall have been elected and qualified, or until removed. Directors need not be residents of the State of Alabama but shall be Members of the Association. If a Member is not an individual person, that Member may not hold, by representation, more than one seat on the Board of Directors of the Association.

Section 3.03. **Election, Removal, and Replacement of Directors.** At the 2009 Annual Meeting of Members, nine (9) persons shall be elected to the Board of Directors of the Association, as follows: Three (3) Directors shall be elected to three-year terms; three (3) Directors shall be elected to two-year term; and three (3) Directors shall be elected to one-year terms. Thereafter, the Members of the Association, by affirmative vote of a majority of the Members present at an Annual Meeting, shall (i) elect persons as Directors to three-year terms to fill any expiring terms and (ii) have the right to remove any Director, either with or without cause, and may elect a successor to such removed Director to serve the balance of the removed Director's term. The Board of Directors may remove a Director by an affirmative vote of at least two-thirds of the Directors other than the Director proposed for removal. Upon such removal, the Board of Directors shall appoint a successor to serve as Director until the next annual meeting at which time the Members shall elect a Director to serve the balance of the removed Director's term. There shall be no cumulative voting by the Members. There is no limit on the number of terms which a Director may serve, either consecutively or not.

Section 3.04. **Regular Meetings.** A regular meeting of the Board of Directors shall be held, without further notice other than this bylaw, immediately after, and at the same place as, the annual meeting of the Members of the Association; provided, however, that any such regular meeting may be held at any other time or place which shall be specified in a notice given as hereinafter provided for special meetings, or in a consent and waiver on notice thereof, signed by all Directors. The Board of Directors may provide, by resolution, the time and place within the State of Alabama, for the holding of additional regular meetings without other notice than such resolution.

Section 3.05. **Special Meetings.** Special meetings may be called by or at the request of the President, any Vice President, or any three (3) Directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place within the State of Alabama, as the place for holding any special meeting of the Board of Directors called by them.

Section 3.06. **Notice.** Notice of any special meeting shall be given either (a) by written notice at least seven (7) days in advance of such meeting, delivered in person or by leaving such notice at the place of business or residence of each Director, or by depositing such notice in the United States

mail, postage prepaid, addressed to the Director at his address as it appears on the records of the Association; (b) verbally in person or by telephone at least 24 hours in advance of such meeting by communication with the Director in person or by telephone; or (c) by email received at least 24 hours in advance of such meeting. Any Director may waive notice of any meeting. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 3.07. **Quorum.** A majority of the number of Directors fixed by Section 3.02 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 a majority is present at a meeting, a majority of 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.

Section 3.09. **Action Without a Meeting.** Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting 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, other than a vacancy occurring by reason of a Director's removal by the Members, may be filled by the affirmative vote of a majority of the remaining Directors. In the event that there are no remaining Directors, then the vacancy or vacancies occurring in the Board of Directors shall be filled by the affirmative vote of the Members of the Association. A Director elected by the Members to fill a vacancy shall be elected to serve for the unexpired term of his predecessor in office. A Director appointed by the Board of Directors shall serve only until the next annual meeting of the Members, at which the Members shall elect a Director to serve the balance of the unexpired term of the predecessor Director.

Section 3.11. **Compensation.** The Directors shall not receive any compensation for serving as a Director, and shall not be reimbursed for any expenses incurred in order to attend any meetings of the Board of Directors. However, a Director may be reimbursed for expenses paid on behalf of the Association if authorized by the Board of Directors.

Section 3.12. **Committees.** The Board of Directors, by resolution adopted by a majority of the full Board of Directors, may designate from among the Members of the Association one or more committees, each committee to contain at least one Director. 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 relieve the Board of Directors, or any Director, of any responsibility imposed upon it or him 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 telephone conference or similar communications protocol 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.

## ARTICLE IV

### 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, a Vice President, a Secretary, and a Treasurer and may, at the discretion of the Board of Directors, also include such other officers as may be designated from time to time. All of the principal officers shall 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 at the first meeting of the Board of Directors held after each annual meeting of the Members. If the election of principal officers shall not be held at such meeting, such election shall be held as soon thereafter as may be convenient. Each principal officer shall hold office from January 1 through December 31, or until his successor shall have been duly elected and qualified or until his death or until he 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, 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 and Agents.** In addition to the principal officers, the Association may have such other subordinate officers and agents 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 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 or agent 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 another 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 and of the Board of Directors at which he 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, including those powers specified in the Articles of Incorporation. The President shall have such other powers and perform such other duties as may be assigned to him from time to time by the Board of Directors.

Section 4.9. **Vice President.** In the absence or disability of the President or if the office of President be vacant, the Vice President 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. The Vice President may have such additional designation in his title as the Board of Directors may determine. The Vice President shall generally assist the President in such manner as the President shall direct.

Section 4.10. **Secretary.** The Secretary shall act as Secretary of all meetings of the Members of the Association and the Board of Directors at which he 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 of the Association. 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. The Secretary shall have such other powers and preform such other duties as may be assigned to him 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, including those powers specified in the Articles of Incorporation. The Treasurer shall have such other powers and perform such other duties as may be assigned to him form 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 for carrying out their duties or for attending meetings of the Members or Directors of the Association, but may be reimbursed for authorized expenses incurred on behalf of the Association.

Section 4.13. **Succession.** Each officer shall deliver in a timely manner to his successor in office all records of his office or the Association which are in his possession, in such form, condition, and order that they are readily accessible and usable by said successor.

## ARTICLE V

### Fiscal Matters and Books and Records

Section 5.01. **Fidelity Bonds.** The Board of Directors may require that any agent, 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 an authorized expense of the Association.

Section 5.02. **Books and Records Kept by Association.** The Association shall keep detailed, complete, and accurate financial records, including itemized records of all receipts and disbursements, detailed minutes of the proceedings 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 Member pursuant to Section 5.10 of these Bylaws.

Section 5.03. **Inspections.** The books, records, and papers of the Association shall be subject to inspection at the regular location of such books, records, and papers by any Member at reasonable



times and upon reasonable notice to an officer of the Association. 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 office of the Association and copies thereof shall be furnished to any Member on request on payment of a reasonable charge therefor.

Section 5.04. **Contracts.** All instruments, documents, and contracts on behalf of the Association shall be signed by at least two of the following three officers: President, Vice President, and Treasurer.

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 at least two of the following three officers: President, Vice President, and Treasurer.

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, on behalf of the Association, any contribution, gift, bequest, or devise for the general purposes, or for any special purpose, of the Association. The Association makes no representations to the donor concerning the tax treatment of any gifts, bequests, or devises.

Section 5.08. **Fiscal Year.** The fiscal year of the Association shall be the calendar year.

Section 5.09. **Annual Statements.** 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 a revenue and expense statement showing the results of its operations during its fiscal year. Such statements may, in the discretion of the Board, be audited statements. Upon receipt of written request, the Treasurer shall mail to any Member copies of the most recent such balance sheet and revenue and expense statement.

Section 5.10. **Notices.** Each Member shall be obligated to furnish to the Secretary of the Association, the physical address, if other than the Lot or Lots owned by such Member, and email address, if any, to which any notice or demand to the Member under these Bylaws is to be given, and if no physical addresses other than such Lot or Lots shall have been designated by the Member, all such notices and demands shall be mailed or delivered to, or posted upon, such Lot or Lots in the Subdivision. Email notice may be substituted for written or printed notice required under this Section where the Member has provided written authorization for email notice and an email address. The Association may rely upon the accuracy of any such email addresses provided until it receives written instructions from the Member to the contrary. All notices sent by email shall be deemed to have been delivered on the next following calendar day.

**Section 5.11. Payment of Taxes on Association Property and Insurance Premiums.** The Board shall cause payment to be made, in a timely manner, of all taxes assessed against Association property or the Association, and of all insurance premiums for such coverage of the Association, its property, its activities, and its officers and directors as deemed necessary by the Board of Directors.

## ARTICLE VI

### Dues

**Section 6.01. Dues Authority.** The Board of Directors of the Association shall fix and determine from time to time the amount of annual dues payable by each Member of the Association, and shall include same in the annual budget presented to Members for approval. Member Dues shall be sufficient to pay all expenses for the operation, maintenance, repair or replacement of all Association property, the costs of carrying out the powers and duties of the Association, the cost of all insurance premiums and expenses relating thereto, including fire insurance and extended coverage, and any other expenses designated as Association expenses from time to time by the Board of Directors of the Association. The Board of Directors is specifically empowered, on behalf of the Association, to establish and collect dues to maintain, repair and replace all Association property, including an operating reserve fund, and a capital replacement reserve fund. The Board of Directors is also specifically empowered to establish categories or classes of Membership in the Association, and to establish the annual dues amounts for each such category or class of Membership. Annual Membership Dues shall become due each year on the day after the Annual Meeting of Members and shall be considered delinquent if payment has not been received on or before January 1 of the immediately succeeding calendar year. Failure to pay Member dues shall be sufficient cause for termination of Membership.

**Section 6.02. Amount of Dues.** Membership dues accounts shall be maintained in a set of accounting books in which there shall be an account for each Member. Such an account shall designate the name and address of the Members, the dates and amounts of all dues payable, any amounts paid upon the account and the balance due. The initial annual Member Dues amount shall be \$100.00 per year per Member. Thereafter, dues shall be established in the manner provided for herein in an amount not less than required to provide funds in advance for payment of all of the anticipated current operating expenses of the Association, for all of the unpaid operating expenses previously incurred, and for all reserve funds established by the Board of Directors. In the absence of a determination by the Board of Directors to the contrary, dues shall be payable annually.

**Section 6.03. Notice.** Notice of any meeting, whether a meeting of the Board of Directors or of the Members of the Association, at which modification or adoption of the Association annual budget or annual Member dues are to be considered shall specifically contain a statement to that effect. Copies of any proposed budget or dues, or proposed changes thereto, shall be transmitted to each Member together with the notice of the meeting which shall state the time and place of the meeting.

The notice for any meeting at which approval of the annual budget of Association is to be considered shall be accompanied by a copy of such proposed budget. Email notice may be substituted for the notice required under this Section where the Member has provided written authorization for email notice and an email address. The Association may rely upon the accuracy of any such email addresses provided until it receives written instructions from the Member to the contrary. All notices sent by email shall be deemed to have been delivered on the next following calendar day.

Section 6.04. **Budget.** The Board of Directors shall adopt a budget for each calendar year which shall contain estimates of the cost of performing the functions of the Association and estimates of the revenue of the Association. The proposed annual budget of Association expenses and reserves shall be detailed and shall show the amounts budgeted by accounts and expense classifications. In addition to annual operating expenses, the budget may include reserve accounts for capital expenditures, operating deficits, and deferred maintenance.

Section 6.05. **Expenses.** The expenses of the Association shall include, without limitation, the costs of administration of the Association, management or other professional fees, maintenance, rent for recreational and other commonly used facilities (if applicable), taxes upon Association property, insurance, security provisions, operating capital, reserves, fees payable to any governmental agency, other expenses directly related to the authorized operations and duties of the Association.

## ARTICLE VII

### Insurance

Section 7.01. **Types of Coverage.** The Association shall maintain in effect at all times the types of insurance coverage required by the Covenants, any insurance required by law, and such other insurance as the Board may from time to time deem appropriate. The Board shall review the amount and terms of such insurance annually.

Section 7.02. **Damage or Destruction to Association Property.** Immediately after the damage or destruction by fire or other casualty to all or any part of the Association property covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and, in any such event, the Board shall obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction means repairing or restoring the damaged property to substantially the same condition in which it existed prior to the fire or other casualty. If it is determined by the Board of Directors that the damage or destruction for which any insurance proceeds are paid shall not be repaired or reconstructed, such proceeds shall be retained by and for the benefit of the Association, and the ruins of the Association property damaged or destroyed by fire or other casualty shall be cleared and such property left in a clean, orderly, safe, and sightly condition.

Section 7.03. **Condemnation of Association Property.** Whenever all or any part of the Association

property shall be taken by any authority having the power of condemnation or eminent domain, or is conveyed in lieu thereof by the Board, the award made or collected for such taking or sale in lieu thereof shall be payable to the Association and shall be disbursed or held as follows:

(a) If the taking or sale in lieu thereof involves a portion of the Association property on which improvements have been constructed, then the Association shall restore or replace such improvements so taken, to the extent practicable, on the remaining lands of the Association which are available therefor, in accordance with the plans approved by the Board of Directors. If the Board of Directors determine that such improvements are not to be repaired or restored, the award or proceeds shall be retained by and for the benefit of the Association to be used as provided in the Articles and Bylaws of the Association.

(b) If the taking or sale in lieu thereof does not involve any improvements to Association property, or if there are net funds remaining after any such restoration or replacement of such improvements is completed, then such award or net funds shall be retained by and for the benefit of the Association to be used as provided in the Articles and Bylaws of the Association.

## ARTICLE VIII

### Indemnification

Section 8.01. **Indemnification.** The Association shall, to the fullest extent permitted by applicable law, indemnify any person (and the heirs, executors, and administrators of such person), who by reason of the fact that he is or was a Director, officer, or agent of the Association, or is or was serving at the request of the Association as a Director, officer, partner, or agent of another corporation, partnership, joint venture, trust, or other enterprise, was or is a party or is threatened to be made a party to:

(a) any threatened, pending, or completed claim, action, suit, or proceeding, whether civil, criminal, administrative, or investigative, including appeals (other than an action by or in the right of the Association), against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by such person in connection with any such claim, action, suit, or proceeding; or

(b) any threatened, pending, or completed claim, action, suit, or proceeding by or in the right of the Association to procure a judgment in its favor, against expenses (including attorney's fees) actually and reasonably incurred by him in connection with the defense or settlement of such action, suit, or proceeding. Any indemnification by the Association pursuant hereto shall be made only in the manner and to the extent authorized by the Articles of Incorporation and applicable law, and any such indemnification shall not be deemed exclusive of any other rights to which those seeking indemnification may otherwise be entitled.

Section 8.02. **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 or is or was serving at the request of the Association as a Director,

officer, 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 IX

### General Provisions

Section 9.01. **Waiver of Notice.** Whenever any notice is required to be given under any provision of law, 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. Where a Member has previously authorized the Association to give notice to the Member by email, a waiver of notice from that Member received from the Member's email address of record shall satisfy the requirements of this Section. 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 a committee 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 objection to the transaction of any business because the meeting is not lawfully called or convened.

Section 9.02. **Power of Members to Amend.** The Members shall have the right, power, and authority 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 Members.

Section 9.03. **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.

Section 9.04. **Gender and Number.** The use of pronouns which specify gender or number are expressly defined to include all genders and both singular and plural where appropriate in the context and consistent with the clear intent of the provision hereof.

IN WITNESS WHEREOF, the undersigned, being all of the current Directors of the Association, have hereunto subscribed their names to these initial Bylaws as of this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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Walter H. Porter

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Steve Thompson

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Ruby Lee Dozier

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LaNell D. Black

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Tony Dozier

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Jason Birchfield

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Tommy Wallace

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Lynda Dietlin