

COPY

BY-LAWS  
OF  
BRYNLEIGH ESTATES RESIDENTIAL ASSOCIATION, INC.

**ARTICLE I**  
**Officers**

**Section 1. Principal Office.** The principal office of the Association in the State of Alabama shall be located in Shelby County Alabama. The Association may have such other offices, either within or without the State of Alabama, as the Board of Directors may designate or as the business of the Association may require from time to time.

**Section 2. Registered Office.** The registered office of the Corporation shall be located in Shelby County, Alabama.

**Section 3. Resignation of Officers.** Any Officer of the Association may resign at any time either by oral tender of resignation at any meeting of the Officers or Association or by giving written notice thereof to the Secretary of the Association. Such resignation shall take effect at the time specified therefor, and the acceptance of such resignation shall not be necessary to make it effective.

**Section 4. Number.** The officers of the Association shall be a President, a Vice-President, a Secretary, and a Treasurer, each of whom shall be elected by the Membership by majority vote. Any two or more offices may be held by the same person, except the President and Secretary. The failure of the Association Membership to elect any officer other than a President and a Secretary shall not constitute a violation of these By-Laws.

**Section 5. Election and Term of Office.** The officers of the Association shall be elected by the Association Membership for a term of one (1) year at the first meeting of the Association that is held on the first Thursday in February. Each officer shall hold office until the conclusion of the first yearly meeting of the following year.

**Section 6. Removal of Officers** Any officer may be removed at any time, by the affirmative vote of the Officers and the members of the ARC Committee, whenever in their judgment the best interests of the Association will be served thereby. Any such removal shall be without

prejudice to the person so removed. A simple majority vote will secure the removal of the officer.

**Section 7. Vacancies** A vacancy in any office because of death, resignation, removal, disqualification or otherwise may be filled by the President for the unexpired portion of the term.

**Section 8. President.** The President shall be the chief executive officer of the Association and shall in general supervise and control all of the business and affairs of the Association. He shall preside at all meetings of the Membership and in general shall perform all duties incident to the office of President and such other duties as may be needed from time to time.

**Section 9. Vice President.** In the absence of the president or in the event of his death, inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as from time to time may be assigned to him by the President.

**Section 10. Secretary.** The Secretary shall (a) keep the minutes of the proceedings of the Members in one or more books provided for that purpose, (b) see that any notices are duly given in accordance with the provisions of these By-Laws or as required by law; (c) be custodian of the corporate records; (d) keep a register of the address of each member which shall be furnished to the Secretary by such member, (e) have general charge of the records of the members of the Association, and (f) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President.

**Section 11. Treasurer.** The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the Association; (b) receive and give receipts for monies due and payable to the Association from any source whatsoever, and deposit all such monies in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article V of these By-Laws; and (c) in general perform all of the duties as from time to time may be assigned to him by the President.

## **ARTICLE II**

### **Membership**

**Section 1. Membership.** The Members of the Association shall consist of all Owners (as defined in the Declaration), and the membership shall be appurtenant to, and may not be separated from, ownership of any Lot (as defined in the Declaration). Membership shall attach automatically upon the acceptance of delivery of the instrument of transfer of such ownership interest, provided that such instrument is promptly recorded in the Office of the Judge of Probate of Shelby County, Alabama, and a true copy of such recorded instrument is promptly delivered to the Association.

Membership shall terminate automatically upon the tendering of delivery of an instrument of transfer of such ownership interest (provided such tender is accepted) or upon such ownership interest being divested in some other manner.

**Section 2. Annual Meeting.** The annual meeting of the Membership shall be held on the **first Thursday** in the month of February in each year, beginning with the year **2014**, at the hour of **7:00 p.m.**, or at such other time on such other day within such month as shall be fixed by the **Officers of the Association**, for the purpose of electing officers and for the transaction of such other business as may come before the Association. If the day fixed for the annual meeting shall be a legal holiday in the State of Alabama, such meeting shall be held on the next succeeding business day.

If the election of Officers shall not be held on the day designated herein for any annual meeting of the membership, or at any adjournment thereof, the Officers shall cause the election to be held at a special meeting of the Membership as soon thereafter as conveniently may be held.

**Section 3. Special Meetings.** Special meetings of the Membership, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President and shall be called by the President or the Secretary at the request of Owners of one half (1/2) or more of the total Lots of the Property.

**Section 4. Place of Meeting.** **The Association Officers** may designate any place, within the state of Alabama, as the place of meeting for

any annual meeting or for any special meeting of the Membership.

**Section 5.**      **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 an 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 unless otherwise prescribed by statute, be delivered not less than ten (10) nor more than fifty (50) days before the date of the meeting, either personally **or by United States mail or by e-mail**, by or at the direction of the President, the Secretary, or the persons calling the meeting, to each member of record entitled to vote at such meeting. 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 records of the Association, with postage thereon prepaid. **If e-mailed, such notice shall be deemed to be delivered unless the e-mail is returned to sender as undeliverable.**

**Section 6.**      **Fixing of Record Date.**      The **Association Officers** may fix in advance a date as the record date for the purpose of determining the members entitled to notice of or to vote at any meeting of members or any adjournment thereof, or for any other proper purpose, such date in any case to be not more than fifty (50) days and, in case of a meeting of the membership, not less than ten (10) days prior to the date on which the particular action, requiring such determination of members, is to be taken. If no record date is fixed for the determination of members entitled to notice of or to vote at a meeting of the Membership, the date on which notice of the meeting is mailed shall be the record date for such determination of members. When a determination of members entitled to vote at any meeting of the Membership has been made as provided in this section, such determination shall apply to any adjournment thereof.

**Section 7.**      **Voting Lists.**      The officer having charge of the records of members of the Association shall make, at least ten (10) days before each meeting of the Membership, a complete list of the members entitled to vote at such meeting, or any adjournment thereof, arranged in alphabetical order, with the address of each member, which list, for a period of ten (10) days prior to such meeting, shall be kept on file at the principal office of the Association and shall be subject to inspection by any member making written request therefor

at any time during usual business hours. Such List shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any member during the whole time of the meeting.

**Section 8.** **Quorum.** The presence at any meeting of the Membership of the members entitled to cast at least 10% of the votes in the Association, represented in person or by proxy, shall constitute a quorum. If a quorum is not present at any meeting, a majority of the members so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. The members present or represented at a meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

**Section 9.** **Majority Vote.** The vote of members **entitled to cast a majority of the votes** represented at a meeting of the Membership at which a quorum is present shall be the act of the members of the Association, unless the vote of a greater number is required by law, the Declaration, the Articles, or these By-Laws.

**Section 10.** **Proxies.** At all meetings of the Membership, a member may vote 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 ninety days from the date of its execution, unless otherwise provided in the proxy.

**Section 11.** **Voting Rights.** Subject to the restrictions hereinafter set forth, each member shall be entitled to one (1) vote for each Lot in which he holds the interest required for membership. When one or more persons holds such interest, all such persons may be members, but in no event shall more than one vote be cast with respect to any Lot. If an Owner is a corporation or other entity, the person entitled to cast the vote for the Lot shall be designated by a certificate duly executed by such corporation or other entity and filed with the Secretary of the Association. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or a change in the ownership of the Lot concerned. A certificate designating the person entitled to cast the vote of a Lot may be revoked at any time by any Owner of a Lot.

There shall be no fractional voting. The votes of an Owner of more than one Lot cannot be divided for any issue and must be voted as a whole. Except where otherwise required under the provisions of the Declaration, the Articles or these By-Laws, the affirmative vote of Owners who own a majority of the total Lots within the Property which is represented at any meeting of members duly called, and at which a quorum is present, shall be binding upon the members. Voting may take place by proxy executed and delivered in the manner set forth herein.

**Section 12. Informal Action by Members.** Any action required to be taken at a meeting of the Membership, or any other action which may be taken at a meeting of the Membership, 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** **Books and Records**

**Section 1. Accounting.** The Association shall keep correct and complete books and records of account and shall keep minutes of the proceedings of **the Homeowner's Meetings** and shall keep at its registered or principal office in Alabama a record of the names and addresses of members entitled to vote and officers. The accounting records shall be maintained in accordance with generally accepted accounting principles. All books and records of the Association shall be open to inspection by the members or their authorized representatives for any proper purpose at any reasonable time.

**Section 2. Budget. The Officers shall adopt a budget** for each calendar year that shall include the estimated funds required to defray the Common Expenses (as defined in the Declaration) and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices. Copies of the budget and proposed assessments shall be transmitted to each member on or **before January 5th of the year** for which the budget is made. If the budget is amended substantially, a copy of the amended budget shall be furnished to each member.

**Section 3. Assessments.** Assessments against the members as provided in the Declaration shall be made for the calendar year annually in advance on or before December 31, preceding the year for which the assessments are made. Such assessments shall be due in annual, quarterly or monthly installments, as may be determined by **the Officers of the Association.** In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Officers of the Association.

**Section 4. Assessments for Emergencies.** Assessments for common Expenses for emergencies that cannot be paid from the annual assessments for Common Expenses shall be made only after notice of the need for such is given to the members concerned, and it shall be due thirty (30) days after such notice in such manner as **the Officers of the Association may require in the notice of assessment.**

## **ARTICLE IV** **Fiscal Year**

**The fiscal year of the Association shall run from February 1<sup>st</sup> to January 31<sup>st</sup> of the following year and may be changed by resolution of the Officers.**

## **ARTICLE V** **Amendment**

**Section 1. Amendment.** The By-Laws may be amended, altered or repealed by the Developers until such time as all Lots are owned by Owners other than the Developers or until the Developers elect, at their option, to terminate control of the Association. Upon termination of control, the By-Laws may be amended by the members at any regular or special meeting upon the affirmative vote of the Owners of not less than **one half (1/2)** of the total Lots of property.

## **ARTICLE VI** **Contracts, Loans, Checks and Deposits**

**Section 1. Contracts.** The Officers of the Association may authorize any officer or officers, agent or agents to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association **on a majority vote of the members who are qualified to vote**, and such authority may be general or confined to specific instances.

**Section 2. Loans.** No loans shall be contracted on behalf of the Association and no evidences of indebtedness shall be issued in its name unless authorized by **a majority vote of the members of the Association who are qualified to cast votes**. Such authority may be general or confined to specific instances.

{a) No loans shall be made by the Association to its officers.



**Section 3.**        **Checks, Drafts Etc.**    All checks, drafts or other 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, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of **the Officers of the Association**.

**Section 4.**        **Deposits.**    All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as **the Officers** may select.

## **ARTICLE VII** **Waiver of Notice**

**Section 1.**        Whenever any notice is required to be given to any member or Officer of the Association under the provisions of these By-Laws, the Articles of Incorporation, the Declaration, the provisions of the Alabama Nonprofit Corporation Act, and any act amendatory thereof, supplementary thereto or substituted therefor, or the Alabama Constitution, 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 deemed equivalent to the giving of such notice.

## **ARTICLE VIII** **Indemnification**

**Section 1.**        The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was an officer, employee or agent of the Association, or is or was serving at the request of the Association as an officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.

The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

**Section 2.** The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was an officer, employee or agent of the Association, or is or was serving at the request of the Association, as an officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Association unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

**Section 3.** To the extent that an officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 1 and 2, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

**(a)** Any indemnification under Sections 1 and 2 (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Sections 1 and 2. Such determination shall be made **by a majority vote of the members who are qualified to vote.**

**Section 4.** Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Officers in the specific case upon receipt of an undertaking by or on behalf of the officers, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this section.

**(a)** The indemnification provided by this section shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any By-law, agreement, vote of members or disinterested director or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.





I, the undersigned, the Secretary of BRYNLEIGH ESTATES RESIDENTIAL ASSOCIATION, INC., do hereby certify that the foregoing bylaws, consisting of Articles 1 to XI, inclusive, constitute a true and complete copy of the bylaws of the corporation as adopted by written consent of the shareholders during its organizational meeting on the 7<sup>th</sup> day of July, 1957.

BRYNLEIGH ESTATES RESIDENTIAL ASSOCIATION,  
INC.

C. S. V.  
Secretary

(Corporate Seal)