

**BYLAWS
OF
THE VILLAS AT AUBURN VILLA OWNERS ASSOCIATION, INC.**

The following are the Bylaws of **THE VILLAS AT AUBURN VILLA OWNERS ASSOCIATION, INC.**, hereinafter referred to as the “**Association**,” a nonprofit corporation organized pursuant to the Alabama Uniform Condominium Act of 1991, Section 335-8A-101, *et seq.*, *Code of Alabama* (1975) as amended (the “**Act**”) and the Alabama Nonprofit Corporation Act, Section 10-3A-1, *et seq.* *Code of Alabama* (1975), as amended, for the purpose of managing and operating a certain condominium located in Lee County, Alabama, known as The Villas at Auburn, hereinafter referred to as the “**Condominium**”.

ARTICLE I
GENERAL

Section 1.01. Applicability of Bylaws. The provisions of these Bylaws are applicable to the Condominium Property and to the use and occupancy thereof. All present and future owners, mortgagees, lessees and Occupants of Units and their employees, and any other persons who may use the Condominium Property in any manner are subject to all Condominium Documents, including without limitation, these Bylaws, the Declaration and the Rules and Regulations. The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a Unit shall constitute an agreement by such occupant that all Condominium Documents, including these Bylaws, the Declaration, and the Rules and Regulations, as each may be amended from time to time, are accepted, ratified and that such Occupant will comply with the terms and provisions of each of these Condominium Documents.

Section 1.02. Principal Office. The initial principal office of the Association shall be at 2353 Bent Creek Road, Suite 100, Auburn, Alabama 36830, or at such other place as may be designated subsequently by the Board of Directors. All books and records of the Association shall be kept at its principal office.

ARTICLE II
DEFINITIONS

Section 2.01. Declaration. “Declaration” shall mean that certain Declaration of Condominium of The Villas at Auburn dated June 1, 2017, and filed in the Office of the Judge of Probate of Lee County, as Instrument Number _____, as the same may be amended from time to time in accordance with the terms thereof.

Section 2.02 Other Terms. Other terms used herein shall have the meaning five to them in the Declaration, or, if not defined in the Declaration. Then in the Act, and are hereby incorporated by reference and made a part hereof.

ARTICLE III **MEMBERSHIP**

Section 3.01. Qualification. The sole qualification for membership in the Association shall be ownership of a Unit in the Condominium. Each Unit Owner's respective membership in the Association shall be in accordance with his respective percentage of ownership in the Common Elements of the Condominium. No membership may be separated from the Unit to which it is appurtenant. No initiation fees, costs, or dues shall be assessed against any person as a condition of the exercise of the rights of membership except such Assessments, levies, and charges as are specifically authorized by the Declaration.

Section 3.02. Succession. Except as to mortgages, the membership of each Unit Owner shall automatically terminate on the conveyance, transfer, or other disposition of a Unit Owner's interest in the Unit. The Unit Owner's membership shall automatically be transferred to the new Unit Owner succeeding to such ownership interest. On the conveyance, transfer, or other disposition of a portion of a Unit Owner's interest, the transferring Unit Owner and the transferee shall each be members of the Association in accordance with the percentage of ownership interest in the Common Elements of each following such conveyances or transfer.

Section 3.03. Certificates of Membership. The Board of Directors may provide for the issuance of certificates evidencing membership in the Association, which shall be in such form as may be determined by the Board. All certificates evidencing membership shall be consecutively numbered. The name and address of each Member and the date of issuance of the certificate shall be entered on the records of the Association maintained by the Secretary.

ARTICLE IV **MEETINGS OF MEMBERS**

Section 4.01. Annual Meeting. A meeting of the Association must be held at least once each year. The annual meeting of the Members shall be held on the date, at the place, and at the time, as determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and not later than twelve (12) months after the last preceding annual meeting. The purpose of the annual meeting shall be to elect the Directors and to transact any other business authorized to be transacted by the Members or stated in the notice of the meeting sent to the Members in advance thereof.

Section 4.02. Special Meeting. Special meetings of the Members may be called at any time by the President, a majority of the Board, or on receipt by the Board of a written request of Members representing at least twenty percent (20%) of the total votes of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

Section 4.03. Notice of Meeting. The Secretary, or any other officer of the Association shall be responsible for notifying each Member if any annual meeting or special meeting. Notice of all meetings of Members shall state the time and place of the meeting and the subjects for which the meeting is called. Notices shall be mailed to a Member by United States

Mail, postage prepaid, at the address given to the Board by said Member, or to the Member's Unit if no such address has been given to the Board. Notice of the annual meeting shall be mailed or delivered to each Member not less than ten (10) nor more than sixty (60) days prior to the meeting.

Section 4.04. Waiver of Notice. Any Member may waive the right to receive notice of the annual meeting by sending a written waiver to the Board of Directors. Notice of special meetings may be waived before or after the meeting, orally or in writing. Attendance by a Member at an annual or special meeting, either in person or by proxy, shall constitute waiver of notice of such meeting.

Section 4.05. Quorum – Any Meeting. A quorum at any meeting shall be attained by the presence, either in person or by proxy, of persons entitled to cast twenty (20%) of the votes which may be cast for election of the Board.

Section 4.06. Quorum – Board Meeting. A quorum at any meeting of the Board shall be attained by the presence of persons entitled to cast fifty percent (50%) of the votes on that Board.

Section 4.07. Adjournment for Lack of Quorum. In the absence of a quorum at any meeting of the Members, a majority of those Members present in person or by proxy may adjourn the meeting to a time and date not less than three (3) days nor more than thirty (30) days from the meeting date, but no other business may be transacted. Notice of the adjourned meeting shall be given as in the case of an original meeting.

Section 4.08. Action Without Meeting. Any action that may be taken at a meeting of the Members may also be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by the number of Members required to take such action at a meeting, and is filed with the Secretary of the Association.

Section 4.10. Minutes of Meeting. The minutes of all meetings of Members shall be kept in a book available for inspection by Unit Owners or their authorized representatives. The Association shall retain these minutes for a period of not less than ten (10) years.

ARTICLE V

MEMBER'S VOTING RIGHTS

Section 5.01. Votes. Voting shall be on a percentage basis and the percentage of the vote to which a Member is entitled is the percentage assigned to the Unit of which the member is the Owner, as stated in the Declaration. If more than one person holds an interest in any Unit, all such persons shall be Members, but the Unit shall be entitled to the number of votes as set forth in the Declaration. The vote of a Unit shall not be divisible. If a Unit is owned by more than one owner or if the owner is a corporation, a limited liability company, a partnership, or limited partnership, then the vote for such Unit shall be exercised in the manner set forth in the Declaration.

Section 5.02. Vote Required to Transact Business. When a quorum is present, the holders of a majority of the voting rights present, in person or by proxy, shall decide any question brought before the meeting, unless the question is one on which, by express provision of the Act or the Condominium Documents, a different number is required, in which case, the express provision shall govern and control the decision in question.

Section 5.03. Voting by Proxy. Votes may be cast in person or by proxy, as provided in the Act. All proxies must be in writing, dated, signed by the Member generating the proxy, and filed with the Secretary of the Association before the appointed time of any meeting to which it applies. A Member may revoke a proxy at any time by delivering a written notice of revocation to the Association.

ARTICLE VI

BOARD OF DIRECTORS

Section 6.01. Number. The affairs of this Association shall be managed by a Board of Directors, consisting of at least three (3) persons, except during the Developer Period.

Section 6.02. Qualification. Subject to the terms of Section 6.03 below, each Director shall be a Unit Owner. If a Unit Owner is a corporation, limited liability company, partnership, or limited partnership, then an officer, partner, or employee of such Unit Owner may be a Director. If a Director shall cease to meet such qualifications during his or her term, he or she shall cease to be a Director and his or her place on the Board shall be deemed vacant.

Section 6.03. Appointment of Declarant. After the expiration of the Developer Control Period, the Declarant shall have appointed the first Board of Directors in the Articles of Incorporation of the Association, and shall have the right to appoint successor Directors in accordance with this Paragraph. Directors appointed by the Declarant need not be Unit Owners, and may be removed by the Declarant at any time. The right to appoint and remove Directors shall be subject to the following requirements:

- (a) Not later than ninety (90) days after the conveyance of twenty-five percent (25%) of Units which may be created to Unit Owners other than Declarant, at least one (1) member of the Board and not less than twenty-five percent (25%) of the members of the Board must be elected by Unit Owners other than the Declarant; and
- (b) Not later than ninety (90) days after the conveyance of fifty percent (50%) of the Units which may be created to Unit Owners other than the Declarant, not less than thirty-three and one-third percent (33 1/3%) of the members of the Board must be elected by Unit Owners other than the Declarant.

Section 6.04. Election of Directors. Director shall be elected in accordance with the Act and the provisions of the Condominium Documents. Directors shall be elected at the annual meeting of Members. The election shall be by secret ballot (unless dispensed with by unanimous consent), and each member shall be entitled to cast one vote for each vacancy. There shall be no

cumulative voting. Those candidates receiving the greatest number of votes cast either in person or by proxy shall be elected.

Section 6.05. Term. Each Director elected by the Members shall hold office until the next annual meeting of Members, and until his or her successor shall be elected and qualified, or until he or she resigns or is removed in any manner provided elsewhere herein. Each Director appointed by the Declarant shall hold office until he or she resigns, is removed by the Declarant, or his or her term expires as provided herein.

Section 6.07. Removal. The Unit Owners, by a two-thirds (2/3rds) vote of all persons present in person and entitled to vote at any meeting of the Unit Owners at which a quorum in person is present, may remove any member of the Board with or without cause, other than a member appointed by the Declarant. The vacancy so created shall be filled by the Members at the same meeting.

Section 6.08. Compensation. A Director shall not receive any compensation for any service he may render to the Association as a Director; provided, however, that any Director may be reimbursed for actual out-of-pocket expenses incurred by him or her in the performance of his or her duties.

ARTICLE VII

MEETINGS OF DIRECTORS

Section 7.01. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally, by mail, or by telephone, not less than three (3) nor more than sixty (60) days in advance of any meeting.

Section 7.02. Special Meetings. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of fifty percent (50%) of the votes of the Board. Not less than three (3) days notice of the meeting shall be given personally, by mail, or by telephone, which notice shall state the time, place, and purpose of the meeting.

Section 7.03. Waiver of Notice. Any Director may waive notice of a meeting either before or after the meeting, or may consent to the holding of a meeting without notice. Attendance by any Director at a meeting shall constitute waiver of notice of the meeting, except when attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business on the grounds that the meeting was not lawfully called.

Section 7.04. Quorum. A quorum shall consist of the Directors entitled to cast a majority of the votes of the entire Board of Directors. The acts of the Directors approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors. The joinder of a Director in the action of a meeting by signing and

concurring in the minutes thereof shall constitute the presence of such a Director for the purpose of determining a quorum.

Section 7.05. Action Without Meeting. Any action permitted or required to be taken at a meeting of the Directors may be taken without a meeting if written consent setting forth the action so taken shall be signed by all the Directors, and filed with the minutes of the proceedings of the Board.

Section 7.06. Minutes of Meeting. The minutes of all meetings of the Board of Directors shall be kept in a minute book available for inspection by Unit Owners, or their authorized representatives, or by Directors at any reasonable time. The Association shall retain these minutes for a period of not less than five (5) years.

ARTICLE VIII

POWERS AND DUTIES OF THE DIRECTORS

Section 8.01. Specific Powers. The Board of Directors shall have the power to exercise all powers, duties, and authority vested in the Association by the Act, the Declaration, or these Bylaws, except for such powers and duties reserved thereby to the Members or the Declarant. The powers and duties of the Board shall include, but shall not be limited to, the following:

- a. To elect and remove officers of the Association as hereinafter provided;
- b. To administer the affairs of the Association and the Condominium Property;
- c. To maintain bank accounts on behalf of the Association and to designate signatories required therefor;
- d. To sell, lease, mortgage, or otherwise deal with Units acquired by the Association;
- e. To pay the costs of all taxes and utilities assessed against the Condominium that are not assessed and billed to the owners of individual Units;
- f. To borrow money on behalf of the Association when required in connection with the operation, care, upkeep, and maintenance of the Common Elements; provided, however, that the consent of at least twenty six (26) of the Members, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these Bylaws, shall be required for the borrowing of any sum in excess of \$10,000.00;
- g. To estimate the amount of the annual budget and to make and collect Assessments against Unit Owners to defray the costs, expenses, and losses of the Condominium;
- h. To use the proceeds of Assessments in the exercise of its powers and duties;

- i. To maintain, repair, replace, and operate the Condominium Property;
- j. To purchase insurance on the Property, and insurance for the protection of the Association and its Members, and the members of the Board of Directors and Officers of the Association;
- k. To reconstruct improvements after casualty and to further improve the property;
- l. To make and amend reasonable Rules and Regulations respecting the use of the Property and the operation of the Condominium;
- m. To enforce by legal means the provisions of the Act, the Declaration, the Articles of Incorporation, these Bylaws, and the Rules and Regulations for the use of the Property;
- n. To contract for the management of the Property and to delegate to such managing agent all powers and duties of the Association except such as are specifically required by the Declaration to have approval of the Board of Directors or the membership of the Association;
- o. To contract for the management or operation of portions of the Common Elements of the Condominium susceptible to separate management or operation, and to lease such portions;
- p. To retain attorneys and accountants; and
- q. To employ personnel to perform the services required for proper operation of the Condominium.

Section 8.02. Committees. The Board of Directors may designate one or more committees that shall have the powers of the Board of Directors for the management of the affairs and business of the Association to the extent provided in the resolution designating such a committee. Any such committee shall keep regular minutes of its proceedings and shall report the same to the Board of Directors.

Section 8.03. Managing Agent. The Board of Directors shall be authorized to employ the services of a manager or managing agent, who may either be a Director, Officer, or employee of the Association, or an independent person or firm qualified to manage the Property and affairs of the Condominium under the supervision of the Board. The compensation paid to any such manager or managing agent shall be in the amount established from time to time by the Board.

ARTICLE IX

OFFICERS

Section 9.01. Qualifications; Election. The executive officers of the Association shall be a President, Vice President, a Secretary, and a Treasurer, each of whom shall be a Director and all of whom shall be elected annually by the Board of Directions at its first meeting following the annual meeting of the Members of the Association. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Section 9.02. Special Appointments. The Board may appoint such other Officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 9.03. Term. Each Officer shall hold office for the term of one (1) year and until his successor shall have been appointed or elected and qualified, provided that any officer may succeed himself.

Section 9.04. Resignation and Removal. Any Officer may be removed from Office either with or without cause by the vote of a majority of the Directors present at any meeting or in any other manner in accordance with the Act. Any Officer may resign at any time by giving written notice to the Board. Such resignation shall take effect on the date of receipt or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 9.05. Vacancies. A vacancy in any office shall be filled by a majority vote of the Directors at any meeting. An Officer elected to fill a vacancy shall hold office for a term equal to the unexpired term of the Officer he succeeds.

Section 9.06. Compensation. An Officer shall not receive any compensation for any service he may render to the Association as an Officer; **provided, however,** that any Officer may be reimbursed for actual out-of-pocket expenses incurred by him in the performance of his duties.

Section 9.07. Duties of the President. The President, who shall be a Director, is the chief executive officer of the Association, and shall have all of the powers and duties that are usually vested in the office of president of a condominium association, including, but not limited to the following powers:

- (a) To preside over all meetings of the Members and of the Board;
- (b) To sign as President all deeds, contracts, and other instruments that have been duly approved by the Board;
- (c) To call meetings of the Board whenever he deems it necessary in accordance with the Rules and Regulations;
- (d) To have the general supervision, direction, and control of the affairs of the Association; and
- (e) To prepare, execute, record, and certify amendments to the Declaration on behalf of the Association.

Section 9.08. Duties of the Vice President. The Vice-President, who shall be a Director, shall have all of the powers and duties that are usually vested in the office vice-president of a condominium association, including, but not limited to, the following powers:

- (a) To perform the duties and exercise the powers of the President, in the absence or disability of the President; and
- (b) To assist the President in the exercise of his powers and the performances of his duties.

Section 9.09. Duties of the Secretary. The Secretary, who shall be a Director, shall Have all of the powers and duties that are usually vested in the secretary of a condominium association, including, but not limited to:

- (a) To keep a record of all meetings and proceedings of the Board and of the Members;
- (b) To keep the seal of the Association, if any, and affix it on all papers requiring said seal;
- (c) To prepare and serve such notices of meetings by the Board and the Members required either by law or by these Bylaws;
- (d) To keep current records showing the Members of the Association together with their addresses; and
- (e) To sign as Secretary all deeds, contracts, and other instruments which have been duly approved by the Board, if said instruments require a second Association signature.

Section 9.10. Duties of the Treasurer. The Treasurer, who shall be a Director, shall have all of the powers and duties that are usually vested in the treasurer of a condominium association, including but not limited to the following powers:

- (a) To receive and deposit in such bank or banks as the Board may from time to time direct, all of the funds of the Association;
- (b) To be responsible for and supervise the maintenance of books and records to account for such funds and other Association assets;
- (c) To disburse and withdraw said funds as the Board may from time to time direct, and in accordance with prescribed procedures; and
- (d) To prepare and distribute the financial statements for the Association.

Section 9.11. Delegation of Powers. An Officer of the Association may delegate his or her powers to another person or to a managing agent.

ARTICLE X

FISCAL MANAGEMENT

Section 10.01. Fiscal Year. The fiscal year of the Association shall be a period of twelve (12) months from January 1 of each year to December 31 of the following year.

Section 10.2. Annual Budget. The annual budget of the Association shall be detailed and shall show the amounts budgeted by accounts and expense classifications. Expenses shall be estimated for each of the following categories: (i) administration expense; (ii) management fees; (iii) maintenance; (iv) taxes; (v) insurance; (vi) salaries; (vii) legal and accounting fees; (viii) repairs and replacement; and (ix) utilities. The budget shall also include reserve accounts for capital expenditures and deferred maintenance, including, but not limited to roof replacement, building painting, and payment resurfacing. The amount reserved shall be computed by means of a formula that is based on the estimated life and estimated replacement cost of each reserve

item. The budget shall also set forth each Unit Owner's proposed Assessment for Common Expenses.

Section 10.03. Adoption of Annual Budget. The Board of Directors shall prepare or cause to be prepared a proposed annual budget for each fiscal year of the Association. The final annual budget shall be adopted by the Board at a duly noticed meeting, and the Board shall furnish copies of the final annual budget to each Unit Owner within thirty (30) days after the adoption. The Board shall set a date for a meeting of the Unit Owners to consider ratification of the budget not less than fourteen (14) nor more than thirty (30) days after delivery or mailing of the budget to the Unit Owners. Unless at that meeting a majority of the Unit Owners present in person, or by proxy, reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the periodic budget last ratified by the Unit Owners ratify a subsequent budget proposed by the Board.

Section 10.4. Assessments. Assessments for the Common Expenses and any Limited Common Expenses shall be made in accordance with the Act and the Condominium Documents. On or before the first (1st) day of each month of the fiscal year for which the Assessments are made, each Unit Owner shall pay one-twelfth (1/12th) of his or her share of the Common Expenses for such year as shown by the annual budget. The Assessment of the Common Elements and any Limited Common Expenses shall be set forth in the Declaration, but the yearly assessment for each Unit Owner shall be proportionate to his or her respective ownership interest in the Common Elements and the Assessment for any Limited Common Expenses shall be as set forth in the Declaration. The Board of Directors may cause to be sent to each Unit Owner, on or before the first (1st) day of each month, a statement of the monthly Assessment. However, the failure to send or receive such monthly statement shall not relieve the Unit Owner of his obligation to make timely payment of the month Assessment. If the Board shall not approve an annual budget or shall fail to determine new monthly Assessments for any year, or shall be delayed in doing so, each Unit Owner shall continue to pay the amount of his monthly Assessment as last determined. No Unit Owner shall be relieved of his obligation to pay his Assessment by abandonment of his Unit or lack of use of the Common Elements.

Section 10.05. Acceleration of Assessment Installments. If a Unit Owner shall be in default in the payment of any installment of an annual Assessment for more than thirty (30) days, the Board may accelerate all remaining monthly installments due for the balance of the term covered by the annual budget, and the same shall thereupon become immediately due and payable.

Section 10.6. Supplemental Assessments. If during the course of any fiscal year, it shall appear to the Board that the monthly Assessments, as determined in the annual budget, are insufficient or inadequate to cover the estimated Common Expenses for the remainder of such year, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency. Copies of the supplemental budget shall be delivered to each Unit Owner, and thereupon a supplemental Assessment shall be made to each Unit Owner for his or her proportionate share of the supplemental budget.

Section 10.7. Lien for Expenses. If any Unit Owner shall fail or refuse to make any payment of the Common Expenses or Limited Common Expenses or other Assessments when due, the amount due, together with costs, reasonable attorney's fees and interest thereon at a rate to be set by the Board of Directors but in no even greater than eighteen percent (18%) per year from and after the date said Common Expenses or Limited Common Expenses or other Assessment became due and payable in accordance with the Declaration and the Act, shall constitute a lien on the interest of the Unit Owner in the Property.

Section 10.08. Default. In the event an Owner of a Unit does not pay any sum charges or Assessments required to be paid to the Association with thirty (30) days from the due date, the Association may foreclose the lien encumbering the Unit created by non-payment of the required moneys in accordance with the Act; provided that the Association shall give reasonable advance notice of the intention to foreclose, which notice shall be mailed, postage prepaid, to the Unit Owner and to all persons having a mortgage lien or other interest of record in such Unit as shown in the Association's record of ownership. The Association shall be entitled to the appointment of a receiver, if it so requests. The Association shall have the right to bid on the Unit at a foreclosure sale and to acquire, hold, mortgage and convey the same. In any such foreclosure action, the lien of the Association shall be stated in the Declaration. In lieu of foreclosing its lien, the Association may bring suit to recover a money judgment for any sums, charges or Assessments required to be paid to the Association without waiving its lien securing same. In any action either to foreclose its lien or to recover a money judgment, brought by or on behalf of the Association against a Unit Owner, the losing defendants shall pay the cost thereof together with a reasonable attorney's fee.

If the Association becomes the Owner of a Unit by reason of foreclosure, it shall offer said Unit and properties for sale and at such time as a sale is consummated it shall deduct from such proceeds all sums of money due it for monthly Assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorney's fees, and any and all expenses incurred in the resale of the Unit, which shall include but not be limited to advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurbishing of the family Unit in question. All moneys remaining after deducting the foregoing items of expense shall be returned to the former Owner of the Unit in question.

Section 10.09. Annual Statement. Within one hundred twenty (120) days after the end of each fiscal year, the Board shall cause to be furnished to each Unit Owner, a statement for the year so ending showing the receipt and expenditures of the Association, and such other information as the Board may deem desirable.

Section 10.10. Accounting Records. The Board shall cause to be kept, in accordance with generally accepted accounting principles, a record of all receipts and expenditures; and a separate account for each Unit showing the Assessments or other charges due, the due dates thereof, the present balance due, and any interest in common surplus. Such records shall be open to inspection by Unit Owners at reasonable times.

ARTICLE XI
AMENDMENTS TO THE BYLAWS

Section 11.01. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered. However, during the Developer Control Period as described in the Declaration, the Declarant may, from time to time, amend these bylaws at its sole discretion.

Section 11.02. Adoption. The Board of Directors shall have the power to alter, amend, or repeal any of these Bylaws or to adopt new Bylaws by the affirmative vote of a majority of all of the Directors; **provided, however**, that any bylaw adopted by the Board may be altered, amended, or repealed, and new bylaws may be adopted by the affirmative vote of at least two thirds (2/3) of the total number of votes of all of the Members. The Members may prescribe in any bylaw adopted by them that such bylaw shall not be altered, amended, or repealed by the Board.

Section 11.03. Prohibited Amendments. No amendment may be adopted that would eliminate, modify, prejudice, abridge, or otherwise adversely affect any rights, benefits, privileges, or priorities granted to the Declarant or any Mortgagee without the consent of the Declarant or the Mortgagee, as the case may be. No Amendment that is in conflict with the Articles or the Declaration shall be adopted.

Section 11.04. Recording. Any amendment shall become effective when recorded in the Office of the Judge of Probate of Lee County, Alabama, with these Bylaws in accordance with the Act.

ARTICLE XII
RULES AND REGULATIONS

The Board of Directors may from time to time adopt, modify, amend, or add to Rules and Regulations concerning the use of the Condominium Property; **provided, however**, that a majority of the Members may over rule the Board with respect to any such Rules and Regulations or modifications thereof or any amendments or additions thereto. Copies of such Rules and Regulations, or amendments, additions, or modifications, shall be delivered to each Unit Owner not less than thirty (30) days prior to the effective date thereof. No rule or regulation that is in conflict with the Condominium Documents shall be adopted.

ARTICLE XIII
MISCELLANEOUS

Section 13.01. Construction. Whenever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of gender to include all genders.

Section 13.02. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these Bylaws or the intent of any provisions hereof.

Section 13.03. Conflicts. In the event of any conflict between the provisions of the Bylaws and the Declaration, the Declaration shall govern.

Section 13.04. Compliance. These Bylaws are set forth to comply with the requirements of the Alabama Nonprofit Corporation Act and the Act and shall be considered an appendage to the Declaration filed prior hereto in accordance with said Acts. In case any of these Bylaws conflict with the provisions of said statutes, it is hereby agreed and accepted that the provisions of the Act will apply.

Section 13.05. Right of Entry. The manager and any person authorized by the Board shall have the right to enter each Unit in case of any emergency originating in or threatening such Unit whether or not the Owner or Occupant is present at the time. Every Unit Owner and Occupant, when so required, shall permit other Unit Owners or their representative to enter his Unit at reasonable times for the purpose of performing authorized installations, alterations or repairs to the Common Elements therein, **provided, however**, that requests for entry are made in advance.