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Lee County, AL
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Total Fees: \$ 38.00

38.00

STATE OF ALABAMA)

COUNTY OF LEE)

BYLAWS OF
LUNDY CHASE OWNERS' ASSOCIATION, INC.

ARTICLE I
The Association

Section 1.01. **Name.** The name of this Association shall be "Lundy Chase Owners' Association, Inc.", an Alabama nonprofit corporation (the "Association"), which has been formed pursuant to Articles of Incorporation of the Association (the "Articles of Incorporation"), which have been filed in the Probate Office of Lee County, Alabama. The provisions of these Bylaws are expressly subject to the terms and provisions of the Declarations of Covenants, Conditions and Restrictions for Lundy Chase Subdivision, dated APRIL 3, 2008, and recorded in DB 1285, Page 258, and any subsequent amendments, AND the provisions of the Declarations of Covenants, Conditions and Restrictions for Lundy West Subdivision, dated APRIL 10, 2010, and recorded in DB 2363, Page 481, and any subsequent amendments (hereinafter, collectively referred to as the "Declarations"), both in the Office of the Judge of Probate of Lee County, Alabama.

Section 1.02. **Principal Office.** The principal office of the Association in the State of Alabama shall be located at 404 S. 8th Street, Opelika, AL 36801. 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 404 S. 8th Street, Opelika, AL 36801.

ARTICLE II
Members

Section 2.01. **Membership.** Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot. Developer shall be entitled to all voting rights attributable to any undeveloped Lot or Additional Property owned by Developer. Notwithstanding anything provided herein, or in the Articles of Incorporation to the contrary, for so long as Developer owns any undeveloped Lot or Additional Property in either Developments, (a) Developer shall have the sole and exclusive right to (i) elect the Board of Directors of the Association, (ii) appoint the officers of the Association, (iii) remove and replace any members of the Board of Directors of the Association and the

officers of the Association, (iv) amend these. Articles of Incorporation and the Bylaws, (v) amend the Declarations, and (vi) take all other action on behalf of the Association and vote on all other matters required to be voted on or approved by the members of the Association (except to the extent all members of the Association are entitled to vote on the matters described in item (b) below and (b) the voting rights of the members of the Association shall be limited to (I) approving increases in the annual Assessments in excess of the amount set forth in the Declarations and any special Assessments as provided in the Declarations, (ii) approving amendments to the Declarations if such approval is required pursuant to the Declarations, and (iii) voting on amendments to the Declarations as provided in the Declarations. As long as Developer is the Owner of any undeveloped Lot or Additional Property in the Developments, the members shall have no further voting rights or privileges in the Association. At such time as Developer no longer owns any Lot within the Developments, the members shall be entitled to vote on any of the foregoing matters subject to any restrictions set forth in the Declarations. The voting rights of any member may be limited and suspended in accordance with the provisions of the Declarations.

Section 2.02. Annual Meeting. The annual meeting of the members of the Association shall be held at 7:00 p.m. on the last day of January of each year or at such other time or such other day within such month as shall be fixed by the President or by a majority, of the Board of Directors. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day. At the annual meeting, the members of the Association shall elect the Board of Directors of the Association, review the annual budget for the Association as provided in the Declarations, 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. Special meetings of Members, for any purpose or purposes, unless otherwise prescribed by statute, maybe 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 two-thirds (2/3) or more of the total votes in the Association.

Section 2.04. Place of Meeting. The Board of Directors may designate any place, either within or without the State of Alabama, as the place of meeting for any annual or special meeting. In the absence of any designation all meetings shall be held at the principal office of the Association in the State of Alabama.

Section 2.05: Notice of Meeting. 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 of 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 Unit of such member.

Section 2.06. **Quorum.** Twenty percent (20%) of the lot owners shall constitute a quorum. 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.

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.** Subject to the provisions of Sections 2.01 and 3.03 of these Bylaws, each member of the Association shall be entitled to one (1) vote for each Lot in the Developments owned by such member. Developer shall be entitled to one (1) vote for each Undeveloped Lot owned by Developer. No fractional voting shall be permitted. When more than one person is the owner of a Lot, the provisions of Section 2.01 of these Bylaws shall be applicable to the exercise of such voting rights. For purposes of these Bylaws, the Articles of Incorporation, and the Declarations, 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, the Articles of Incorporation, or the Declarations and, subject to the terms and provisions of Sections 2.01 and 3.03 of these Bylaws, 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 regardless of the number of votes to which he or she may be entitled as a result of ownership of a Lot.

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.

Section 3.02. **Number, Tenure, and Qualifications.** The initial number of Directors of the Association shall be three (3) 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 three (3) Directors. Each Director shall hold office until his successor shall have been elected and qualified. Directors need not be residents of the State of Alabama or members of the Association.

Section 3.03. **Election, Removal, and Replacement of Directors.** For so long as Developer is Owner

of any undeveloped Lot or unsold Unit within the Developments, (I) all of the members of the Board of Directors of the Association shall be elected by Developer and (ii) Developer shall have the right at any time and from time to time to remove any Director, either with or without cause, and may appoint a successor to such removed Director or otherwise fill any vacancies on the Board, in each case without any consent or approval of any of the members.

(a) At such time as Developer no longer owns any undeveloped Lot within the Developments, the members of the Association shall elect, by majority vote of the members of the Association, new members of the Board of Directors of the Association. Thereafter, the members of the Association, by affirmative vote of a majority of the members, shall (i) elect the members of the Board of Directors at the annual meeting of members of the Association and (ii) have the right to remove any Director, either with or without cause, and may appoint a successor to such removed Director. There shall be no cumulative voting by the members.

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, either within or without 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 two (3) Directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place, either within or without the State of Alabama, as the place for holding any special meeting of the Board of Directors called by them.

Section 3.06. **Notice.** Notice of any special meeting shall be given either (a) by written notice at least 48 hours 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 telegram delivered to the telegraph company 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 if 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.** For so long as Developer is the Owner of any undeveloped Lot in the Developments, any vacancy occurring in the Board of Directors shall be filled by Developer as provided in Section 3.03(a) above. At such time as Developer no longer owns any undeveloped Lot in the Developments, any vacancy occurring in the Board of Directors, other than a vacancy occurring by reason of a Director's removal pursuant to Section 3.03(b) of these Bylaws, 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 a majority of the members of the Association. A Director elected or appointed to fill a vacancy shall be elected to serve for the unexpired term of his predecessor in office.

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

Section 3.12. **Committees.**

(a) The Board of Directors, by resolution adopted by a majority of the full Board of Directors, may designate from among its members one or more committees, each committee to consist of one or more of the Directors and each of which committees, to the extent provided in such resolution, shall have and may during intervals between the meetings of the Board, exercise all the authority of the Board of Directors, except that no such committee shall have the authority of the board of Directors in reference to issuing capital stock, amending the Articles of Incorporation, adopting a plan of merger or consolidation, filling vacancies in the Board of Directors, or amending the Bylaws of the Association: 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 member thereof, of any responsibility imposed upon it or him by law.

(b) Notwithstanding anything provided to the contrary in Section 3.12(a) above, at such time as Developer no longer owns any Lot in the Developments or, upon Developer's written notice to the Association that it no longer desires to exercise the rights associated therewith, then the Board of Directors shall assume those rights and responsibilities in accordance with the provisions of the Declarations.

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

Section 3.14. **Participation in Meetings by Conference Telephone.** Members of the Board of Directors or any committee designated thereby may participate in a meeting of such Board or committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at such meeting.

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 Secretary, and a Treasurer and may, at the discretion of the Board of Directors, also include a Chairman of the Board and such other officers as may be designated from time to time. Any number of offices may be held by the same person, except the officers of President and Secretary. None of the principal officers need be Directors of the Association.

Section 4.02. **Election of Principal Officers; Term of Office.** The principal officers of the Association shall be elected annually by the Board of Directors 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 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, Agents, and Employees.** In addition to the principal officers, the Association may have such other subordinate officers, agents and employees as the Board of Directors may deem advisable, each of whom shall hold office for such period and have such authority and perform such duties as the Board of Directors, the Chairman of the Board, the President, or any officer designated by the Board of Directors, may from time to time determine. The Board of Directors at any time may appoint and remove, or may delegate to any principal officer the power to appoint and to remove any subordinate officer, agent or employee of the Association.

Section 4.04. **Delegation of Duties of Officers.** The Board of Directors may delegate the duties and powers of any officer of the Association to 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 Chairman of the Board, 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 terms 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. **Chairman of the Board.** The Chairman of the Board, who must be a member of the Board of Directors, shall preside at all meetings of the members of the Association and of the Board of Directors at which he is present. The Chairman of the Board 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 4.09. **President.** The President shall, in the absence of the Chairman of the Board, 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. 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 4.10. **Vice Presidents.** In the absence or disability of the President or if the office of President be vacant, the Vice Presidents, if any are so elected and appointed, in the order determined by the Board of Directors, or if no such determination has been made, in the order of their seniority, shall perform the duties and exercise the powers of the President, subject to the right of the Board of Directors at any time to extend or confine such powers and duties or to assign them to others. Any Vice President may have such additional designation in his title as the board of Directors may determine. Each Vice President shall generally assist the President in such manner as the President shall direct.

Section 4.11 **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 and seal of the Association. The Secretary shall be empowered to affix the corporate seal to documents, the execution of which on behalf of the Association under its seal is duly authorized, and when so affixed may attest the same, The Secretary shall have all powers and duties usually incident to the office of Secretary, except as specifically limited by. a resolution of the Board of Directors. The Secretary 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 or the President.

Section 4.12 **Treasurer.** The Treasurer shall have general supervision over the care and custody of the funds and over the receipts and disbursements of the Association and shall cause the funds of the Association to be deposited in the name of the Association in such banks or other depositories as the Board of Directors may designate. The Treasurer shall have all powers and duties usually incident to the office of Treasurer except as specifically limited by a resolution of the Board of Directors. The Treasurer shall have such other powers and perform such other duties as may be assigned to him from time to time by the-Board of Directors or the President.

Section 4.13 **Salaries.** The officers of the Association shall not be entitled to any salaries or other compensation except for expenses incurred on behalf of the Association which shall be reimbursed.

ARTICLE V

Fiscal Matters and Books and Records

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

Section 5.03 **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 proceeds of all meetings of the members and of the Board of Directors and committees having any of the authority of the Board of Directors, and shall keep such other books and records as maybe required by law or necessary to reflect accurately the affairs and activities of the Association. The Association shall keep at the office of the Association a record giving the names and addresses of the Directors and all members of the Association, which shall be furnished by each Owner pursuant to Section 5.10 of these Bylaws.

Section 5.03 **Inspections.** The books, records, and papers of the Association shall at all times during reasonable business hours be subject to inspection by any member or his agent or attorney.

ARTICLE VI

Insurance

Section 6.01 **Types of Coverage.** The Association shall maintain in effect at all times as a Common Expense the types of insurance coverage required by the Declarations, any workmen's compensation, or other 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 6.02 **Damage or Destruction to Common Areas.** Immediately after the damage or destruction by fire or other casualty to all or any part of the Common Areas 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 the insurance proceeds, if any, for such damage or destruction are not sufficient to defray the cost thereof, and such deficiency cannot be appropriated from any reserve fund as may have been established for such

purpose, the Board of Directors may levy a special Assessment against all members, without the necessity of a vote or the consent or approval of any of the members, as provided in the Declarations, to provide funds to pay such excess costs of repair or reconstruction. Such a special Assessment shall be levied against the members equally in the same manner as annual Assessments are levied, and additional special Assessments may be made at any time during or following the completion of any repair or reconstruction. Any and all sums paid to the Association under and by virtue of such special Assessments shall be held by and for the benefit of the Association together with the insurance proceeds, if any, for such damage or destruction. Such insurance proceeds and assessments shall be disbursed by the Association in payment for such repair or reconstruction as is established by the Board of Directors. Any proceeds remaining after defraying such costs shall be retained by and for the benefit of the Association. If it is determined by the Board of Directors that the damage or destruction for which the 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 Common Areas damaged or destroyed by fire or other casualty shall be cleared and the Common Areas left in a clean, orderly, safe, and sightly condition.

Section 6.03 Condemnation of Common Areas. Whenever all or any part of the Common Areas of the Developments 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 Common Areas 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 included in the Common Areas which are available therefor, in accordance with the plans approved by the Board of Directors. If the award is not sufficient to defray the cost of such repair and replacement and such deficiency cannot be appropriated from a reserve fund as may have been established for such purpose, the Board of Directors may levy as special Assessment against all members, without the necessity of a vote or the consent or approval of any of the members, as provided in the Declarations, to provide funds to pay such excess costs of repair or reconstruction. Such a special Assessment shall be levied against the members equally in the same manner as annual Assessments are levied, and additional special Assessments may be made at any time during or following the completion of any repair or reconstruction. 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 Declarations.

(b) If the taking or sale in lieu thereof does not involve any Improvements to the Common Areas, 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.

ARTICLE VII Indemnification

Section 7.01 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 employee, or agent of the Association, or is or was serving at the request of the Association as a Director, officer, partner, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, 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 7.02 **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 trust, or other enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of him status as such, whether or not the Association would have the power to indemnify him against such liability under applicable law.

ARTICLE VIII General Provisions

Section 8.01 **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. 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 8.02 **Incorporation by Reference.** All of the terms, provisions, definitions, covenants, and conditions set forth in the Declarations are hereby expressly incorporated herein by reference as if fully set forth herein. In the event of any conflict or ambiguity between the terms, provisions, definitions, covenants, and conditions set forth herein in these Bylaws and in the Declarations, then the provisions of the Declarations shall at all times control.

Section 8.03 **Power of Directors to Amend.** The Board of Directors 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 Board. Furthermore, at such time as Developer no longer owns any undeveloped Lot in the Developments, the members of the Association, by the affirmative vote of at least two-thirds (2/3) of the total votes in the Association, may alter, amend, or repeal the Bylaws of the Association or adopt new Bylaws for the Association at any annual meeting or at a special meeting called for such purposes.

Section 8.04 **Seal.** The-Board of Directors may, but shall not be obligated to, provide a corporate seal

which shall be circular in form and have inscribed thereon the name of the Association, the state of incorporation, and such other words as the Board of Directors may prescribe, provided, however, that the use of the seal of the Association on any contract or agreement shall not be required to evidence the validity, authenticity, or approval of such contract or agreement.

CERTIFICATE

The undersigned hereby certifies that he is the duly elected and acting President of the Association named herein and that the foregoing is a true copy of the Bylaws of said Association duly adopted by action of the Directors dated APRIL 17TH, 2010, and hereby further certifies that such Bylaws have not been amended or rescinded and remain in full force and effect at the date hereof.

Dated the 17TH day of April, 2010

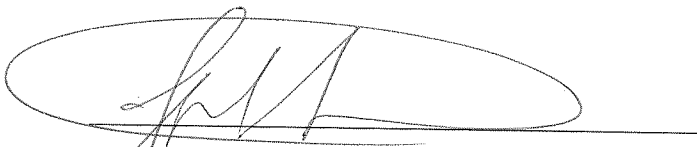


Bryan C. Stone, as President

STATE OF ALABAMA

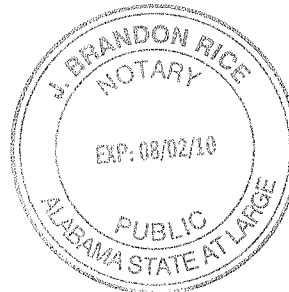
COUNTY OF LEE

The undersigned notary public hereby certifies that Bryan C. Stone, whose name is signed to the foregoing instrument as President of Lundy Chase Owners' Association, Inc., and who is known to me, acknowledged before me this day, that being informed of and understanding the contents of same, that he executed the same voluntarily as such officer for and on behalf of Lundy Chase Owners' Association, Inc. on the day the same bears date. Given under my hand and seal on this, the 17TH day of April, 2010.



NOTARY PUBLIC

My Commission Expires: 8/2/10



STATE OF ALABAMA
COUNTY OF LEE

AMENITY SHARING AGREEMENT BETWEEN
LUNDY CHASE SUBDIVISION AND
LUNDY WEST SUBDIVISION

WHEREAS, Lundy Chase Subdivision is a residential subdivision located within the bounds of Auburn, Lee County, Alabama; and,

WHEREAS, Lundy West Subdivision is a residential subdivision located within the bounds of Auburn, Lee County, Alabama; and,

WHEREAS, all real property located in Lundy Chase Subdivision and Lundy West Subdivision are a part of Lundy Chase Owners' Association, Inc., an Alabama non-profit homeowners' association; and,

WHEREAS, all property owners in each subdivision pay owners' association dues to Lundy Chase Owners' Association, Inc., subject to the requirements of the Covenants and Restrictions applicable to each subdivision.

NOW, THEREFORE, the homeowners in each subdivision, as a member of Lundy Chase Owners' Association, Inc., shall have the right to use any and all amenities and facilities located in Lundy Chase Subdivision and owned by Lundy Chase Owners' Association, Inc.

Done this, the 30th day of April, 2010.

Board of Directors of
Lundy Chase Owners' Association, Inc.
An Alabama non-profit homeowners' association


Bryan C. Stone, Director


Mitchell R. Martin, Director


Teresa Killian Carden, Director

2364 339
Recorded in the Above
DEEDS Book & Page
05-11-2010 12:52:29 PM
Bill English - Probate Judge
Lee County, AL
Book/Pgs: 2364/339
Term/Cashier: SCAN3 / MW
Tran: 6022.106494.143410
Recorded: 05-11-2010 12:53:02
REC Recording Fee
Total Fees: \$ 8.00

8.00