

**BY-LAWS  
OF  
CRIMSON PLACE ASSOCIATION, INC.**

**ARTICLE I**

**Definitions**

Unless the context otherwise requires, the terms used in these By-Laws shall have the same meaning as defined in the Declaration of Condominium of Crimson Place Condominium (the "Declaration").

**ARTICLE II**

**General**

**Section 1. Applicability.** These are the By-Laws of **CRIMSON PLACE ASSOCIATION, INC.** (the "Association"), which was formed by recording the Articles of Incorporation of Crimson Place Association, Inc. (the "Articles of Incorporation"), pursuant to the Alabama Nonprofit Corporation Act [CODE OF ALABAMA 1975 §§ 10-3A-1 *et seq.*] with the Office of the Judge of Probate of Tuscaloosa County, Alabama on July 17<sup>th</sup>, 2006.

**Section 2. Name.** The name of the corporation is Crimson Place Association, Inc. (the "Association").

**Section 3. Membership.** An Owner of a Unit shall automatically become a member of the Association upon taking title to the Unit and shall remain a member for the entire period of ownership. If title to a Unit is held by more than one (1) person, the membership shall be shared in the same proportion as the title, but there shall be only one (1) membership and one (1) vote per Unit. Membership does not include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. Membership shall be appurtenant to the Unit to which it appertains and shall be transferred automatically by conveyance of that Unit and may be transferred only in connection with the transfer of title.

**Section 4. Voting.** Each Unit shall be entitled to one (1) vote which may be cast by the Owner, or by a lawful proxy as provided below. When more than one (1) person owns a Unit, the vote for such Unit shall be exercised as they, between or among themselves, determine, but, in no event, shall more than one (1) vote be cast with respect to any Unit. In the event of disagreement among such persons or an attempt by two (2) or more of them to cast such vote or votes, such persons shall not be recognized, and such vote or votes shall not be counted. No Owner shall be eligible to vote, either in person or by proxy, or be elected to the Board of Directors, who is shown on the books or management accounts of the Association to be more than sixty (60) days delinquent in any payment due the Association.

**Section 5. Majority.** As used in these By-Laws, the words "majority" shall mean those votes, Owners, or other group, as the context may indicate, totaling more than fifty percent (50%) of the total number of votes, Owners, or other groups. Unless otherwise specifically stated, the words "majority vote" mean more than fifty percent (50%) of those voting in person or by proxy. Unless otherwise provided in the Declaration or these By-Laws, all decisions shall be by majority vote.

**Section 6. Purpose.** The Association has been organized for the purpose of providing for the operation, management, maintenance, control and administration of **CRIMSON PLACE CONDOMINIUM** (the "Condominium"), pursuant to the provisions of the Alabama Uniform Condominium Act of 1991 [CODE OF ALABAMA §§ 35-8A-101 *et seq.*] and the Declaration. Except as to those matters which either the Act, the Declaration, or the Alabama Nonprofit Corporation Act specifically require to be performed by the vote of the Association, the administration of the foregoing responsibilities shall be performed by the Board of Directors.

**ARTICLE III**

**Offices**

**Section 1. Registered Office.** The Association shall maintain at all times a registered office in the State of Alabama and a registered agent at that office as required by the Alabama Nonprofit Corporation Act.

**Section 2. Principal.** The principal office of the Association in the State of Alabama shall be located in the City of Tuscaloosa, Tuscaloosa County and may also have offices at such other places, both within and without the State of Alabama, as the business of the Association may require.

**ARTICLE IV**

**Meetings of the Members**

**Section 1. Place of Meetings.** All meetings of the members shall be held at the Condominium or at such other place as may be determined by the Board of Directors or the President and as shall be designated in the notice of said meeting.

**Section 2. Annual Meetings.** The regular annual meeting of the members shall be held within the month of November in each year, on a day and at an hour set by the Board of Directors, unless changed by resolution of the Board.

**Section 3. Special Meetings.** Special meetings of the members for any purpose may be called at any time by the President, and shall be called by the President or the Secretary when so directed by a majority of the Board of Directors, or upon the written request of members who have a right to vote at least fifteen percent (15%) of all of the votes of the entire membership. Such a request shall state the purpose or purposes of the proposed meeting.

**Section 4. Notice of Meetings.** It shall be the duty of the Secretary to mail, or to cause to be delivered, to each member, at his Unit, a notice of each annual meeting of the

Association at least twenty-one (21) days, but no more than sixty (60) days, prior to each annual meeting, and a notice of each special meeting at least ten (10) days, but not more than sixty (60) days, prior to each special meeting. Such notice shall state the purpose of any special meeting, as well as the day, the time and the place where it is to be held. If any Owner wishes notice to be given at an address other than his Unit, the Owner shall have designated by notice in writing to the Secretary such other address. The mailing or delivering of a notice of meeting in the manner provided in this Section shall be considered service of notice.

**Section 5. Waiver of Notice.** Waiver of notice of a meeting of the Association shall be deemed the equivalent of proper notice. Any member may, in writing, waive notice of any meeting of the Association, either before or after such meeting. Attendance at a meeting by a member, whether in person or by proxy, shall be deemed waived by such member of notice of the time, date and place thereof and the manner in which it has been called unless such member attends the meeting solely for the purpose of stating, at the beginning of the meeting, any such objection or objections to the transaction of business.

**Section 6. Voting.** If there is a quorum, the affirmative vote of members holding the majority of the votes represented or present at the meeting and entitled to vote on the subject matter shall be the act of the members, except as otherwise provided by law, by the Declaration, by the Articles of Incorporation or by these By-Laws.

**Section 7. Quorum.** Except as may be provided elsewhere, the presence of members entitled to cast one-third ( $\frac{1}{3}$ ) of the votes of the Association, at the beginning of any meeting, shall constitute a quorum.

**Section 8. Adjournment.** Any meeting of the Association may be adjourned from time to time by vote of the members holding the majority of the votes represented at such meeting, regardless of whether a quorum is present. Any business which could be transacted properly at the original session of the meeting may be transacted at an adjourned session, and no additional notice of such adjourned session shall be required.

**Section 9. Proxy.** Any member entitled to vote may do so by written proxy duly executed by the member or his duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the appointment form. Proxies must be dated and may be revoked only by written notice delivered to the Association, except that attendance at the meeting and voting in person by the member for whom a proxy is given shall automatically revoke the proxy.

**Section 10. Action Without Meeting.** Any action which may be taken by a vote of the members at a meeting may also be taken without a meeting if all members who would have been entitled to vote upon the action at a meeting consent in writing to such action.

## **ARTICLE V**

### **Board of Directors**

**Section 1. Number.** The number of members of the Board of Directors shall be at least three (3), but no more than seven (7), the exact number of members of the Board of

Directors to be fixed by resolution of the Board of Directors from time to time. ~~At the end of~~ the period of Developer Control, the initial Board of Directors shall consist of five (5) directors. Each director shall hold office until the next annual meeting of the members and until his successor shall have been duly elected and shall have qualified or until his death or until he shall have resigned or shall have been removed as provided for herein.

**Section 2. Appointment and Election.**

(a) Election of directors shall be held at the annual meeting of the Membership. The election shall be by secret ballot (unless dispensed with by unanimous consent) and by a majority of the votes cast. The Owner of each whole Unit shall be entitled to cast his votes for each of as many nominees as there are vacancies to be filled at the time of the election. There shall be no cumulative voting.

(b) Notwithstanding the provisions set forth in this Article Sixth, Alabama Condos, L.P. (the "Declarant"), its successors and assigns, shall control by appointing and renewing officers and members of the Board until such time as (a) sixty (60) days have elapsed since seventy-five (75%) of the Units in the Condominium which may be created have been conveyed to purchasers of Units other than the Declarant, or (b) two years after Declarant has ceased to offer Units for sale or Declarant has exercised any development right, provided that the Developer may, at its option, to terminate control of the Association, whichever first occurs. Not later than ninety (90) days after conveyance of twenty-five percent (25%) of the Units which may be created to Unit Owners other than the Developer, the Unit Owners other than the Developers shall be entitled to elect twenty-five percent (25%) of the Members of the Board. Not later than ninety (90) days after conveyance of fifty percent (50%) of the Units which may be created to Unit Owners other than Developer, not less than thirty-three and one-third percent (33 $\frac{1}{3}$ %) of the members of the Board may be elected by the Unit Owners. The Developer shall be entitled to elect at least one (1) member of the Board of Directors, as long as the Developer holds for sale in the ordinary course of business at least one (1) Unit. Within sixty (60) days before the date of termination of control of the Association by the Developer, the Board of Directors shall call and give not less than ten (10) nor more than thirty (30) days' notice of a special meeting of the membership for the purpose of electing the members of the Board of Directors.

(c) After the election of the Board of Directors by the Association, the Board shall meet at the place and time which shall have been determined, in accordance with the provisions of these By-Laws, for the holding of the regular meeting of the Board of Directors scheduled to be held next following the annual meeting of the members at which the newly elected Board of Directors shall have been elected, or, if no place and time shall have been fixed for the holding of such meeting of the Board of Directors, then immediately following the close of such annual meeting of members and at the place thereof, or such newly elected Board of Directors may hold such meeting at such place and time as shall be fixed by the consent in writing of all Directors. In any such case, no notice of such meeting to the newly elected Directors shall be necessary in order to legally constitute the meeting.

**Section 3. Removal of Members of the Board of Directors.** At any regular or special meeting of the Association duly called, after Declarant is no longer authorized to appoint and remove Directors, any one (1) or more of the members of the Board of Directors may be removed with or without cause by a two-thirds ( $\frac{2}{3}$ ) vote of the members, and a successor may then and there be elected by the members to fill the vacancy thus created. A Director may be removed only at a meeting called for the purpose of removing him, and the meeting notice must state that the purpose, or one of the purposes, of the meeting is removal of the Director.

**Section 4. Vacancies.** Vacancies in the Board of Directors caused by any reason, including the addition of a new Director or Directors, other than the removal of a Director by vote of the Association, shall be filled by a vote of the majority of the remaining Directors for the remainder of the term of the member being replaced.

**Section 5. Compensation.** Directors shall not be compensated unless, and to the extent, the members of the Association authorize compensation at any meeting duly called for that purpose.

**Section 6. 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 the Board of Directors.

**Section 7. Special Meetings.** Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director given by mail, in person or by telephone, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) Directors.

**Section 8. Waiver of Notice.** Any Director may, at any time, in writing, waive notice of any meeting of the Board of Directors, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall also constitute a waiver of notice by him of the time and place of such meeting. If all Directors are present at any meeting of the Board of Directors, no notice shall be required, and any business may be transacted at such meeting.

**Section 9. Conduct of Meetings; Quorum.** The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meeting. *Roberts Rules of Order* (latest edition) shall govern the conduct of the meetings of the Board of Directors when not in conflict with the Declaration or these By-Laws, unless otherwise agreed prior to the meeting by the Board of Directors. A majority of Directors shall constitute a quorum for the transaction of business. The act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by law, by the Declaration, by the Articles of Incorporation or by these By-Laws.

**Section 10. Action Without a Meeting.** Any action by the Board of Directors or any committee thereof required, or permitted to be taken, at any meeting may be taken without a meeting if a majority of the members of the Board of Directors shall consent in writing to such

action. Such written consent or consents shall be filed with the minutes of the Board of Directors. 7006  
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**Section 11. Powers and Duties.** The Board of Directors shall manage the affairs of the Association and shall have all the powers and duties necessary for the administration of the Condominium and may do all such acts and things as are allowed by the Declaration, Articles of Incorporation, or these By-Laws, except that the Board does not have authority to do those things directed to be done and exercised exclusively by the members as set forth in the Declaration, the Articles and these By-Laws. The Board of Directors shall have the power to adopt such rules and regulations as it deems necessary and appropriate and to impose sanctions for violations thereof, including, without limitation, monetary fines.

**Section 12. Management Agent.** The Board of Directors may employ for the Condominium a professional management agent or agents, at a compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize. Moreover, any management contract shall comply with the requirements of the Act and the Declaration.

**Section 13. Committees.** The Board of Directors may, by resolution or resolutions, passed by a majority of the whole Board, designate one (1) or more committees, each of which shall consist of two (2) or more directors and which, to the extent provided in said resolution or resolutions or in the By-Laws of the Association, shall have, and may exercise, all of the powers of the Board of Directors in the management of the activities and affairs of the Association and may have power to authorize the seal of the Association to be affixed to all papers which may require it; except that no such committee shall have the authority of the Board of Directors in reference to (a) amending, altering or repealing the By-Laws; (b) electing, appointing or removing any member of any such committee or any director or officer of the Association; (c) amending the Articles, restating the Articles, adopting a plan of merger or adopting a plan of consolidation with another corporation; (d) authorizing the sale, lease, exchange, or mortgage of all or substantially all of the property and assets of the Association; (e) authorizing the voluntary dissolution of the Association or revoking proceedings therefor; (f) adopting a plan for the distribution of assets of the Association; or (g) amending, altering or repealing any action or resolution of the Board of Directors which, by its terms, provides that it shall not be amended, altered, or repealed by such committee. The designation of such committee or committees, or the delegation thereto of authority, shall not operate to relieve the Board of Directors or any individual director of any responsibility imposed upon it or him by law.

## ARTICLE VI

### Officers

**Section 1. Designation.** The principal officers of the Association shall be the President, the Vice President, the Secretary, and the Treasurer. The Board of Directors may appoint an Assistant Treasurer, an Assistant Secretary, and such other subordinate officers as, in its judgment, may be necessary. Any number of offices may be held by the same person, except the President and the Secretary.

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**Section 2. Election of Officers.** The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the members. Each officer of the Association shall hold office for one (1) year or until his successor is chosen and has qualified, or until his earlier resignation, death or removal, or the termination of his office.

**Section 3. Removal of Officers.** Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and a successor may be elected by the remaining Board of Directors.

**Section 4. President.** The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association. The President shall have all the general powers and duties which are incident to the office of the president of a corporation organized under the Alabama Nonprofit Corporation Act, including, but not limited to, the power to appoint committees from among the members from time to time as he may, in his discretion, decide is appropriate to assist in the conduct of the affairs of the Association.

**Section 5. Vice President.** The Vice President shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting.

**Section 6. Secretary.** The Secretary shall keep the minutes of all meetings of the Association and of the Board of Directors and shall have charge of such books and papers as the Board of Directors may direct, give all notices in accordance with these By-Laws, keep a register of all members of the Association, including their unit number and mailing address, and shall, in general, perform all duties incident to the office of the secretary of a nonprofit corporation organized in accordance with Alabama law.

**Section 7. Treasurer.** The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, for preparing all required financial statements and tax returns, and for the deposit of all moneys and other valuable effects in the name of the Association or the managing agent in such depositories as may, from time to time, be designated by the Board of Directors. The Treasurer shall be responsible for the preparation of the budget as provided below. If the Association employs a management agent, the duties may be delegated to the agent. In such case, the duties shall be performed by the Treasurer in conjunction with the management agent.

**Section 8. Agreements, Contracts, Deeds, Leases, Checks, etc.** All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by resolution of the Board of Directors.

**ARTICLE VII**

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**Association Responsibilities**

**Section 1. Liability and Indemnification of Officers and Directors.**

(a) 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 a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' 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.

(b) 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 a director, officer, employee or agent of the Association, or is or was serving at the request of the Association, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against 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.

(c) To the extent that a director, 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 subsections (a) and (b), 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.



(d) Any indemnification under Sections (1) and (2) ~~above~~ (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 director, 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 (1) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (3) by the membership.

(e) 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 Board of Directors in the specific case upon receipt of an undertaking by, or on behalf of, the director, officer, 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.

(f) 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 directors 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.

**ARTICLE VIII**

**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 members, Board of Directors and committees thereof and shall keep at its registered or principal office in Alabama a record of the names and addresses of members entitled to vote, directors 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. Such records shall include:

(a) **Association Accounts.** The receipts and expenditures of the Association shall be credited and charged to the appropriate account as set forth below.

(1) ***Current Expenses.*** All funds to be expended during the year for the maintenance of the Common Elements and Limited Common Elements (as defined in the Declaration) and the operation and working capital of the Association shall be held in the Current Expense Account. Any balance in this fund at the end of each year may be used to pay Common Expenses and Limited

Common Expenses incurred in any successive year or may be placed in the Reserve Fund Account.

(2) *Reserve Funds.* All funds to be expended for replacement, acquisition and repair of capital improvements which are a part of Common Elements and Limited Common Elements shall be held in the Reserve Fund Account.

(b) Unit Accounts. An account for each Unit shall be maintained setting forth the name and address of the Unit Owner, the interest percentage in the Common Elements and Limited Common Elements, if any, assigned to that Unit, the amount of each assessment made against that Unit, the dates and amounts in which the assessments become due, the amounts paid on the account and the balance due.

**Section 2. Budget.** Within sixty (60) days prior to the beginning of each calendar year, the Board of Directors shall adopt a proposed budget for each calendar year that shall include the estimated funds required to defray the Common Expenses and Limited Common Expenses and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices. Within thirty (30) days of adoption of the proposed budget, copies of the budget and proposed assessments shall be transmitted to each member of the Association and a date set for a meeting of the Unit Owners to consider ratification of the budget, not less than fourteen (14) days, nor more than thirty (30) days, after delivery of the budget to the Unit Owners. Unless at the meeting a majority of all 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 budget for the last year shall continue in effect until such time a new budget is ratified.

**Section 3. Assessments.** Assessments against the members for their shares of the items of the budget 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 quarterly or monthly installments, as may be determined by the Board of Directors 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 Board of Directors.

**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 Board of Directors of the Association may require in the notice of assessment.

**Section 5. Compilation of Financial Statement.** A financial statement of the accounts of the Association shall be made annually. A copy of any such report, statement or compilation shall be made available for review by each member.

**Section 6. Bonds.** Fidelity bonds shall be required by the Board of Directors from all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the Board of Directors, but shall not be less than three (3) times the amount of the

total annual assessments against members for Common Expenses and Limited Common Expenses. The premiums of such bonds shall be paid by the Association.

## ARTICLE IX

### Miscellaneous

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**Section 1. Notices.** Unless otherwise provide in these By-Laws, all notices, demands, bills, statements or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by registered or certified mail, return receipt requested, first class postage prepaid:

(a) If to a Unit Owner, at the address which the Unit Owner has designated in writing and filed with the Secretary, or if no such address has been designated, at the address of the Unit of such Owner; or

(b) If to the Association, the Board of Directors or the Managing Agent, at the principal office of the Association or the Managing Agent, if any, or at such other address as shall be designated by the notice in writing to the Owners pursuant to this Section.

**Section 2. Severability.** The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

**Section 3. 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 By-Laws or the intent of any provisions thereof.

**Section 4. Gender and Grammar.** The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender, and the use of the singular shall be deemed to include the plural whenever the context so requires.

**Section 5. Fiscal Year.** The fiscal year of the Association shall be fixed by resolution of the Board of Directions.

**Section 6. Conflicts.** In the event of conflicts between the Act, the Declaration and these By-Laws, the Act and the Declaration shall control, in that order.

**Section 7. Condemnation.** In the event of a taking by condemnation or by eminent domain, the provisions of the Act shall prevail and govern. Each Mortgagee shall be entitled to written notice of any such condemnation proceedings, and nothing in these documents shall be construed to give a priority to any Unit Owner in the distribution of proceeds to such Unit Owner.

**Section 8. Amendment.**

(a) Except as provided below and by the Declaration regarding amendments to certain provisions of the By-Laws, these By-Laws may be amended at an annual or special meeting of the members by a two-thirds (2/3) vote. These By-Laws may also be

amended by the Declarant alone to correct a scrivener's error or for the purpose of complying with the requirements of any governmental or quasi-governmental entity authorized to fund, purchase, or guarantee security deeds on individual Units, as such requirements may exist from time to time, or to comply with the requirements of any title insurance company. Notice of any meeting at which an amendment will be considered shall state that fact and the subject matter of the proposed amendment. Notwithstanding the foregoing to the contrary, every amendment to these By-Laws is subject to the prior written approval of Declarant so long as Declarant owns any Unit primarily for the purpose of sale or has an unexpired option to add Additional Phases to the Declaration, whichever is last to occur.

(b) No modification or amendment to the By-Laws shall be valid and effective until the President and Secretary of the Association shall certify as to the adoption of such amendment and shall file their certificate setting forth the text of the amendment with the Office of the Judge of Probate of Tuscaloosa County, Alabama.

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