

CONTENTS

BYLAWS OF TARTAN PINES OWNERS ASSOCIATION, INC.

ARTICLE	PAGE
I. NAME, MEMBERSHIP, APPLICABILITY AND DEFINITIONS	2
II. ASSOCIATION: MEETINGS, QUORUM, VOTING, PROXIES	2-5
III. BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS	5-14
IV. OFFICERS	14-16
V. FISCAL MANAGEMENT	16
VI. COMMITTEES	16
VII. AGENT TO RECEIVE SERVICE OF PROCESS	17
VIII. PARLIAMENTARY RULES	17
IX. INDEMNIFICATION	17-19
X. AMENDMENTS	20

BYLAWS OF TARTAN PINES OWNERS ASSOCIATION, INC.

ARTICLE I

NAME, MEMBERSHIP, APPLICABILITY AND DEFINITIONS

1. Name. The name of the Association shall be Tartan Pines Owners Association, Inc. (hereinafter referred to as the "Association"), a non-profit Alabama corporation. The provisions of these by-laws are expressly subject to the terms and conditions of the Tartan Pines Subdivision Declaration of Covenants, together with all subsequent amendments thereto, recorded in the Office of the Judge of Probate, Enterprise, Coffee County, Alabama.
2. Principal and Registered Office. The principal and registered office of the Association shall be located at 423 Tartan Way, Enterprise, Alabama 36330. The Association may have such other offices as from time to time the Board may designate.
3. Definitions. The words used in these Bylaws shall have the same meaning as set forth in the Declaration of Covenants, Conditions and Restrictions for Tartan Pines Owners Association, Inc., as amended, renewed or extended from time to time, hereinafter sometimes referred to as the "Declaration", unless the context shall prohibit such meaning.

ARTICLE II

ASSOCIATION: MEETINGS, QUORUM, VOTING, PROXIES

1. Membership. The Association shall have two (2) classes of membership. Class "A" and Class "B", as more fully set forth in the Declaration, the terms of which pertaining to membership are specifically incorporated herein by reference.
2. Place of Meetings. Meetings of the Association shall be held at such suitable place convenient to the members as may be designated by the Board of Directors either within the properties or as convenient thereto as possible and practical.
3. Annual Meeting. The first meeting of the Association, whether a regular or special meeting, shall be held within one (1) year from the date of the incorporation of the Association. The next annual meeting shall be set by the Board so as to occur within

thirteen (13) months after the initial annual meeting. Subsequent regular annual meetings of the Association shall be held within thirty (30) days of the same day of the same month of each year thereafter at an hour set by the Board. Subject to the foregoing, the annual meeting of the Association shall be held at a date, time and place as set by the Board of Directors.

4. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of the Board of Directors or upon a petition signed by members of the Association representing at least 15% percent of the total votes of the Association. The notice of the special meeting shall state the date, time and place of the meeting and the purpose thereof. No business shall be transacted at a special meeting except that so stated in the notice.

Written or printed notice stating the place, day and hour of any meeting of the Association shall be delivered, either personally or by United States Mail, to each member, not less than ten (10) days nor more than thirty (30) days before the date of such meeting, by or at the direction of the President or the Secretary or officers or persons calling the meeting.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States Mail addressed to the member at the address of the member as it last appeared on the records of the Association, with postage thereon prepaid.

5. Waiver of Notice. Waiver of notice of a meeting of the Association shall be deemed the equivalent of proper notice. A 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 shall be deemed waiver by such member of notice of the time, date, and place thereof, unless such member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed a waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting at which proper notice was not given, is raised before the business is put to a vote.

6. Adjournment of Meetings. If any meetings of the Association cannot be held because a quorum is not present, a majority of the members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. If a time and place for the adjourned meeting is not fixed by those in attendance at the original meeting, or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to members in the manner prescribed for regular meetings.

The members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum, provided that at least twenty-five percent (25%) of the total votes of the Association remain present in person, or by proxy and provided further that any action taken shall be approved by at least a majority of the members required to constitute a quorum.

7. Voting. The voting and membership rights of the Association shall be as set forth in the Declaration, and such voting and membership rights and provisions are specifically incorporated herein by reference.
8. Proxy. Members of the Association may vote by proxy.
9. Majority. As used in these Bylaws, the term "majority" shall mean those votes, members or other group as the context may indicate, totaling more than fifty (50) percent of the total number of votes in both Class "A" and Class "B" membership.
10. Quorum. Except otherwise provided in these bylaws or in the Declaration, the presence in person or by proxy of members representing one-third (1/3) of the Association shall constitute a quorum at all meetings of the Association. However, until Class "B" membership converts to Class "A" membership, a quorum will not exist without the presence of Declarant, his heirs, successors and assigns. For so long as Declarant, his heirs, successors or assigns is the owner of any lot within the properties, Declarant shall be given a written notice of all meetings and proposed actions of the Association by certified mail,

return receipt requested, or by personal delivery at the address he has registered with the Secretary of the Association as it may change from time to time. Declarant or his designated representative shall be given the opportunity at any such meeting to join in discussion from the floor of any prospective action, policy or program to be implemented by the Association.

11. Conduct of Meetings. The President shall preside over all meetings of the Association, and the secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting as well as a record of all transactions occurring thereat.
12. Action without a Meeting. Any action required by law to be taken at the meeting of the Association, or any action which may be taken at a meeting of the Association, may be taken without a meeting if consent in writing setting forth the action so taken shall by all members entitled to vote with respect to the subject matter thereof, and such consent shall have the same force and effect as a unanimous vote of the Association.

ARTICLE III

BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS

A. Governing Body – Composition.

Section 1. The affairs of the Association shall be governed by a Board of Directors. Except as otherwise provided herein, the Directors shall be members, spouses of such members or officers of corporate members; provided, however, no person and his or her spouse may serve on the board at the same time, and only one officer of a corporate member may serve on the board at the same time.

Section 2. Directors Appointed by Declarant. Declarant shall have the right to appoint or remove any member or members of the Board of Directors until such time as the first of the following events shall occur:

- (a) The expiration of fifteen (15) years after the date of the recording of the Declaration;

- (b) The date on which seventy-five (75%) percent of the lots permitted to be developed in the Master Plan for property described in Exhibit "A" have been sold by the Declarant; or
- (c) The surrender by Declarant in writing of the authority to appoint and remove directors and officers of the Association.

Each owner, by acceptance of a deed to or other conveyance of property within the properties, vests in Declarant such authority to appoint and remove Directors of the Association. The Directors selected by the Declarant need not be owners or occupants in the properties. The names of the initial Directors selected by the Declarant are set forth in the Articles of Incorporation of the Association.

Section 3. Veto. As long as there exists a Class "B" membership, the Declarant shall have a veto power over all actions of the board, as is more fully provided in this section. This power shall expire at such time as the first of the events designated in Section 2 above shall occur. This veto power shall be exercisable only by the Declarant, his successors, and assigns who specifically take this power in a recorded instrument. The veto shall be as follows:

No action authorized by the Board of Directors shall become effective, nor shall any action, policy, or program be implemented until and unless:

- (a) Declarant shall have been given the written notice of all meetings and proposed actions to be approved at meetings by certified mail, return receipt requested, or by personal delivery at the address registered with the Secretary of the Association, as it may change from time to time, which notice shall comply with the provisions of these Bylaws regarding notice of regular or special meetings of the Directors and which notice shall, except in the case of the regular meetings held pursuant to the Bylaws, set forth in reasonable particularity the agenda to be followed at the meeting; and
- (b) Declarant shall have been given the opportunity at such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program to be implemented by the board or the Association. Declarant and its

representatives or agents may make its concerns, thoughts, and suggestions known to the members of the Association and/or the board. The Declarant shall have and is hereby granted a veto power over any such action, policy, or program authorized by the Board of Directors and to be taken by the board. The veto may be exercised by Declarant, its representatives, or agents either at the meeting held pursuant to the terms and provisions hereto or by written notice to the Board within 15 days from the date of adoption of any proposed action or policy or program of the Board or Association. Any veto power shall not extend to the requiring of any action or counterclaim on behalf of the board.

Section 4. Number of Directors. The initial Board of Directors shall consist of four (4) members. The Board of Directors shall be increased from time to time as provided in Section 6 of this Article.

Section 5. Nomination of Directors. Elected Directors shall be nominated by the board and may also be nominated by a nominating committee if such committee is established by the board. All candidates shall have a reasonable opportunity to communicate their qualifications and to solicit votes.

Section 6. Election and Term of Office. Notwithstanding any other provision contained herein:

- (a) Within 30 days after the time Class "A" Members, other than the Declarant, own twenty-five percent (25%) of the lots permitted by the Master Plan for the property described in Exhibits "A" or whenever the Class "B" Member earlier determines, the Board shall be increased to five directors. The Association shall call a special meeting at which the Class "A" Members shall elect one of the five directors, who shall be an at-large director. The remaining four directors shall be appointees of the Class "B" Member. The director elected by the Class "A" Members shall be elected for a term of two years or until the happening of the event described in subsection (b) below, whichever is shorter. If such director's term expires prior to the happening of the event described in subsection (b) below, a successor shall be elected for a like term.

- (b) Within 30 days after the time Class "A" Members, other than the Declarant, own fifty (50%) percent of the lots permitted by the Master Plan for the property described in Exhibits "A", or whenever the Class "B" Member earlier determines, the Board shall be increased to six directors, the additional director being an at-large director. The fifth director having been elected pursuant to (a) above, the remaining four directors shall be appointees of the Class "B" Member. The directors elected by the Class "A" Members shall be elected for a term of two years or until the happening of the event described in subsection (c) below, whichever is shorter. If such directors' terms expire prior to the happening of the event described in subsection (c) below, successors shall be elected for a like term.
- (c) Within 30 days after termination of Class "B" Control Period, the Association shall call a special meeting at which the Class "A" Members shall elect three of the six directors, who shall serve as at-large directors. The remaining three directors shall be appointees of the Class "B" Member. The directors elected by the Class "A" Members shall serve until the first annual meeting following the termination of the Class "B" Control Period. If such annual meeting occurs within thirty (30) days after termination of the Class "B" Control Period, this subsection shall not apply and directors shall be elected in accordance with subsection (d) below.
- (d) At the first annual meeting of the membership after the termination of the Class "B" Control Period, the directors shall be elected by both the Class "A" and Class "B" Members, with an equal number of directors elected from each Neighborhood and any remaining directorships filled at large by the vote of all members. At least one-half (1/2) of the directors shall be elected for a term of two (2) years and the remaining directors shall be elected for a term of one (1) year as such directors determine among themselves. At the expiration of the initial term of office of each member of the Board of Directors and at each annual meeting thereafter, a successor from the Neighborhood represented by the director whose term is expiring shall be elected to serve for a term of two years.

The number of directors making up the Board shall be increased as necessary to provide one (1) seat on the Board for each Neighborhood; provided, however, there shall always be an odd number of directors making up the board and in no event shall the board be increased to more than seven (7) directorships. In the event that more than seven (7) Neighborhoods exist in the Properties, the Board shall consolidate one or more Neighborhoods as it deems necessary for the purpose of electing directors.

Each Member shall be entitled to cast, with respect to each vacancy to be filled from each slate on which such Member is entitled to vote, the total number of votes to which such Member is entitled under the Declaration. There shall be no cumulative voting. The candidate(s) receiving the most votes shall be elected. The directors elected shall hold office until their respective successors have been elected by the Association. Directors may be elected to serve any number of consecutive terms.

Directors elected by the Class "A" Members shall not be subject to removal by the Declarant acting alone.

Section 7. Removal of Directors and Vacancies. Directors may be removed for cause or for no cause. Any Director whose removal is sought will be given notice and the opportunity for a hearing as more particularly described under the Declaration in Article XV. A Director who is elected solely by the votes of members other than Declarant may be removed from office prior to the expiration of his or her term by the votes of a majority of the members who elected the Director. As long as there is a Class "B" membership, any Director appointed by the Declarant may only be removed by the Declarant. After termination of Class "B" status, a Director appointed by the Declarant may be removed by a vote of 75% of the votes of the Association. In the event of the death or resignation of a Director, his or her successor shall be selected by a majority of the remaining members of the Board and shall serve the un-expired term of his or her predecessor. Any director elected by the class "A" members who has three consecutive unexcused absences from board meetings or who is delinquent in the payment of any assessment or any other charge due the Association for more than thirty (30) days may be removed by a majority of the

directors present at a regular or special meeting of the board at which a quorum is present, and a successor may be appointed by the board to fill the vacancy for the remainder of the term.

A. Meetings.

1. Organizational Meetings. The organizational meeting of newly elected Board of Directors shall be held within ten (10) days of their election at the place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary providing a quorum shall be present.
2. 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 the time and place of the meeting shall be communicated to Directors personally or by mail, telephone, or telegraph, at least three (3) days prior to the day the name for such meeting, provided, however, notice of the meeting need not be given to a Director who has signed a waiver of notice or written consent to hold the meeting.
3. Special Meetings. Special meetings of the Directors shall be held when called by written notice signed by the President or by a majority of the Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. Not less than three (3) days notice of the meeting shall be given to each Director by either, written notice by First Class mail, postage prepaid, telephone communication or telegram provided, however, that if notice is sent to a Director by First Class Mail, such notice shall be deposited into the United States Mail Box at least four (4) days before the time set for the meeting.
4. Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.
5. Quorum. A quorum at Directors' meetings shall consist of the Directors entitled to cast a majority of the vote of the entire Board of Directors. The acts of the board approved by a majority of votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except where approval by a greater number of Directors is

required by the Declaration or Bylaws. If at any meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any additional meeting, any business which might have been transacted at the meeting as originally called, may be transacted without further notice. 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 Director for the purpose of determining a quorum.

6. Conduct. The President shall preside over all meetings of the Board of Directors, and Secretary shall keep a minute book of the meetings. In the absence of the President, the Vice-President shall preside, and in the absence of both the President and the Vice-President, the Directors present shall designate one of their number to preside.

7. Compensation. Directors may be reimbursed for their actual out-of-pocket expenses necessarily incurred in connection with their services as Directors. However, no Director shall receive any compensation from the Association from acting as such unless approved by a majority vote of the members at a regular or special meeting of the Association.

8. Action without Formal Meeting. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the 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, and such consent shall have the same force and effect as a unanimous meeting.

I. Powers and Duties.

The Board of Directors shall be responsible for the affairs of the Association and shall have all the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration, Articles or these Bylaws directed to be done and exercised exclusively by members. The Board of Directors may delegate to one of its members the authority to act on behalf of the Board of Directors on all matters

relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board of Directors.

In addition to the duties imposed by these Bylaws or by any resolution of the Association that may be hereafter adopted, the Board of Directors shall have the power to and be responsible for the following, in way of explanation, but not limitation:

1. Preparation and adoption of an annual budget in which this shall be established the contribution of each owner to the common expenses;
2. Making assessments to defray the common expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment, provided, unless otherwise determined by the Board of Directors, the annual assessment against the proportionate share of the common expense shall be payable and equally quarterly installments, each such installment to be due and payable in advance of the 1st day of the month for such quarter unless provided by the Board.
3. Providing for the operation, care, upkeep and maintenance of all of the area of common responsibility;
4. Designating, hiring, and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the Association, its property, in the area of common responsibility and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;
5. Collecting the assessments, depositing the proceeds thereof in a bank or depository which it shall approve, and using in the proceeds to administer the Association; the reserve fund may be deposited, in the Directors' best business judgement, in depositories other banks;
6. Making and amending rules and regulations;

7. Opening of bank accounts on behalf of the Association and designating the signatures required;
8. Making or contracting for the making of repairs, additions, and improvements to or alterations of the common area in accordance with the provisions of the Declaration and these Bylaws after damage or destruction by fire or other casualty;
9. Enforcing by legal means the provisions of the Declaration, these Bylaws, and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the owners concerning the Association;
10. Obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;
11. Paying the cost of all services rendered to the Association or its members and not chargeable to an owner;
12. Keeping books with detailed accounts of receipts and expenditures of the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred.
13. Making available upon request by a prospective purchaser of a lot, any owner of a lot, any first mortgagee, or the holders, insurers of guarantors of a first mortgage on any lot, current copies of the Declaration, the Articles of Incorporation, the Bylaws, and rules governing the Association, together with all other books, records and financial statements of the Association;
14. Permit utility suppliers to use portions of the common area reasonably necessary to the ongoing development of the property;
15. To make contracts and incur liabilities in connection with the exercise of any of the powers and duties of the Board to provide or cause to be provided all goods and services required by the Bylaws or by law, or which the Board, in its


discretion, deems necessary for the proper operating and maintenance of the common areas;

16. To employ any persons or firms reasonably necessary to carry out the provisions of the Declaration, Bylaws, Articles of Incorporation of Tartan Pines Owners Association, Inc. and any rules and regulations permitted thereby, including accountants and attorneys.

To employ a management agent or manager, at compensation established by the Board, to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in this section; and any such duties so conferred upon the managing agent or manager by the Board of Directors may be revoked immediately and without formal notice; or, modified or amplified by the Board of the directors at a duly constituted meeting. The Declarant or an affiliate of the Declarant, may be employed as a managing agent or manager. The Management contracts may not have a term in excess of one (1) year and must permit termination by either party with or without cause on 30 days notice.

ARTICLE IV

OFFICERS

1. Officers. The officers of the Association shall be a President, Vice-President, Secretary, and Treasurer. No more than two officers shall come from one Neighborhood. The Board of Directors may elect such other officers, including one or more assistant Secretaries and one or more assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two or more offices may be held by the same person.
2. Election, Term of Office, and Vacancies. 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 Association 

Because of death, resignation, removal, or other cause, he may be filled by the Board
[REDACTED]

3. Removal. Any officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby.
4. The initial officers of the Association shall be President, Vice-President and Secretary-Treasurer and shall be elected by Board.
5. The President shall be the chief executive officer of the Association. He shall have all the powers and duties which are usually vested in the office of the President of an Association, including but limited to the power to appoint committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association.
6. The Vice-President shall, in the absence of or disability of the President, exercise the powers and perform the duties of the President, he shall also generally assist in the President and exercise such other powers or perform such duties as shall be prescribed by the Director.
7. The Secretary shall keep the minutes of all proceedings of the Directors and members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, and shall perform all other duties incident to the office of the Secretary of an Association as may be required by the Directors or the President.
8. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He shall keep the financial records and books of account of the Association in accord with good accounting practices; shall keep detailed, accurate records and chronological order of the receipts and expenditures affecting the common areas and facilities, specifying and itemizing the maintenance and repair expenses of the common areas and facilities and other expenses incurred; shall

keep in account for each lot setting forth any shares of common expense or other charges, due dates thereof, present balance due for each lot, and any interest and common surplus. The Treasurer shall perform all other duties incident to the office of Treasurer. The records, books of account, and vouchers authorizing payments, shall be available for examination by members of the Association as convenient.

9. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice 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.

10. All agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by at least two (2) officers or by the President or by such other person or persons as may be designated by resolution of the Board of Directors.

ARTICLE V

FISCAL MANAGEMENT

In accordance with the Declaration, the Board of Directors shall prepare a budget covering estimated common expenses during the coming year and a separate budget covering estimated neighborhood expenses for each neighborhood. Copies of the proposed budgets from common expenses and neighborhood expenses shall be delivered to each owner s provided by the Declaration. Delivery of a copy of any proposed budget shall not affect the liability of any owner from any existing or further base assessment, neighborhood assessment, special assessment or benefited assessment as provided for in the Declaration.

ARTICLE VI

COMMITTEES

The Board of Directors may appoint committees to perform such tasks and to serve such periods as may be designated by resolution of the Board at a regular, special or annual meeting as provided for by the Bylaws. Such committees shall perform such duties and have such powers as may be

provided in the resolution. Each committee shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors. Members of the committee may be nonmembers of the Association provided, however, that no committee shall be composed entirely of nonmembers of the Association.

ARTICLE VII

AGENT TO RECEIVE SERVICE OF PROCESS

The following person, who is a resident of the State of Alabama, is designated as agent to receive service of process upon the Association:

Name: Billy G. Cotter

Address: 423 Tartan Way, Enterprise, Alabama 36330

ARTICLE VIII

PARLIAMENTARY RULES

Roberts Rules of Order (latest addition) shall govern the conduct of Association meeting when not in conflict with the Declaration or these Bylaws.

ARTICLE IX

INDEMNIFICATION

(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 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), 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, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such claim, 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 claim, 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 claim, 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, partner, 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 circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

(c) Any indemnification under subsections (a) and (b) [unless ordered by the 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 subsections (a) and (b). 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, or who have

been wholly successful on the merits or otherwise with respect to, such claim, action, suit or proceeding, or (2) if such 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 a majority vote of the members of the Association.

(d) Expenses (including attorneys' fees) incurred in defending a civil or criminal claim, action, suit or proceeding may be paid by the Association in advance of the final disposition of such claim, action, suit or proceeding as authorized in the manner provided in subsection (d) upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount if and to the extent that it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized in this Section.

(e) The indemnification authorized by this Section shall not be deemed exclusive of and shall be in addition to any other rights to which those indemnified may be entitled under any statute, rule of law, provision of articles or certificate of incorporation, 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.

(f) The Association shall have power to purchase and maintain insurance on behalf of any person who is or was director, officer, employee or agent of the Association, or is or was serving at the request of the Corporation as a director, officer, partner, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Section.

ARTICLE X

AMENDMENTS

These Bylaws may be amended in accordance with the provisions set forth in Article XII of the Declaration concerning amendments thereto.

The foregoing are adopted as the Bylaws of Tartan Pines Owners Association, Inc., a non-profit corporation, at the first meeting of the Board of Directors held on the ____ day of _____, _____.

IN WITNESS WHEREOF, Tartan Pines Owners Association, Inc., a nonprofit corporation, has caused these Bylaws to be executed by Ben B. Henderson, Jr., as its President, and attested to by _____, as its secretary on this the ____ day of _____, _____.

TARTAN PINES OWNERS ASSOCIATION, INC.

BY: _____
Billy G. Cotter, President

ATTEST BY:

As its Secretary

State of Alabama
Coffee County.

I, a notary public in and for said county in said state, hereby certify that Billy G. Cotter, and Ben B. Henderson, Jr. whose names as President and Secretary respectively of Tartan Pines Owners Association, Inc., a nonprofit corporation, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they, as such officers and with full authority, execute the same voluntarily for and as the act of said corporation.

Given under my hand and seal this ____ day of _____, _____.

Notary Public
My commission expires: _____

ARTICLE X

AMENDMENTS

These Bylaws may be amended in accordance with the provisions set forth in Article XII of the Declaration concerning amendments thereto.

The foregoing are adopted as the Bylaws of Tartan Pines Owners Association, Inc., a non-profit corporation, at the first meeting of the Board of Directors held on the ____ day of _____, _____.

IN WITNESS WHEREOF, Tartan Pines Owners Association, Inc., a nonprofit corporation, has caused these Bylaws to be executed by Ben B. Henderson, Jr., as its President, and attested to by _____, as its secretary on this the ____ day of _____, _____.

TARTAN PINES OWNERS ASSOCIATION, INC.

BY: _____
Billy G. Cotter, President

ATTEST BY:

As its Secretary

State of Alabama
Coffee County.

I, a notary public in and for said county in said state, hereby certify that Billy G. Cotter, and Ben B. Henderson, Jr. whose names as President and Secretary respectively of Tartan Pines Owners Association, Inc., a nonprofit corporation, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they, as such officers and with full authority, execute the same voluntarily for and as the act of said corporation.

Given under my hand and seal this ____ day of _____, _____.

Notary Public
My commission expires: _____