

**BYLAWS  
OF  
THE TOWNES AT MOORES MILL CONDOMINIUM OWNERS ASSOCIATION, INC.**

The operation of the Condominium Property of the Condominium described and named in the Bylaws to which these Bylaws are attached shall be governed by these Bylaws.

**ARTICLE I: PURPOSES**

**Section 1.** *Common Elements.* To operate, maintain, manage, repair, and replace the Common Elements of The Townes at Moores Mill, a Condominium, and all appurtenances thereto, which is situated in Lee County, Alabama, and created pursuant to that certain Declaration of Condominium of The Townes at Moores Mill, a Condominium filed for record in Condominium Book 8009 at Page 350 in the Office of the Judge of Probate of Lee County, Alabama (the “Declaration”).

**Section 2.** *Acts and Duties.* To perform and carry out the acts, duties, responsibilities, and conditions delegated to **The Townes at Moores Mill Condominium Owners Association, Inc.** (hereinafter the “Association”) in the Declaration under Alabama Uniform Condominium Act, the Bylaws of this Association and all amendments thereto, and all the powers enumerated in Section 35-8A-302 Code of Alabama (1975).

**Section 3.** *Rules and Regulations.* To make, establish and enforce reasonable rules and regulations governing the administration, operation, and management of the Condominium Property, as that term is defined in the Declaration.

**Section 4.** *Assessments.* To make, levy, collect, and enforce Assessments, as defined in the Declaration, and to use and expend such Assessments in the manner set forth in the Declaration.

**Section 5.** *Common Areas.* To employ personnel and contract for services, material, and labor, including contracting for the management of the Common Areas.

**Section 6.** *Insurance.* To purchase and maintain insurance for such coverages, with such insurance carriers, in such amounts, at such rates, and with such deductibles as may be necessary for the protection of the Association, its officers, directors, and members.

**Section 7.** *Litigation.* To sue and be sued, complain and defend in its corporate name.

**Section 8.** *Performance of Contracts.* To enter into, make and perform contracts of every kind for any lawful purpose, without limit as to the amount, with any person, firm, association, partnership, limited partnership, corporation, municipality, county, state, territory, government, governmental subdivision or body politic.

**Section 9.** *Day-to-Day Business.* To carry on any other business in connection with the foregoing, to transact any or all lawful business for which corporations may be incorporated under the Alabama Nonprofit Corporation Law, as amended, and to have and exercise all powers necessary or

convenient to effect the purposes of the Association in accordance with and subject to the terms and provisions of the Declaration.

## ARTICLE II: MEMBERSHIP

**Section 1. *Member and Voting Rights.*** The Association shall have no capital stock, is not organized for profit, and does not contemplate pecuniary gain or profit to the members thereof. No part of the earnings of the Association shall inure to the benefit of any member, individual, officer, or director. The Association does not contemplate the distribution of gains, profits, or dividends to the members thereof and is organized solely for nonprofit purposes. The membership of the Association shall consist of all of the Unit Owners. Each Unit Owner shall be entitled to one vote for each Unit owned by said Unit Owner. Unless specifically stated to the contrary herein, any matter that is put up to a vote to the Members of the Association shall require a simple majority to pass.

**Section 2. *Transfer of Membership.*** Membership in the Association shall be appurtenant to, and may not be separated from, ownership of a Unit. Membership in the Association may be transferred only as an incident to the transfer of title to a Unit as and in the manner provided for by the Declaration of Condominium of **The Townes at Moores Mill, a Condominium** (the “Declaration”) and these Bylaws, and, upon compliance with all of the terms thereof, shall become effective, if in accordance with the foregoing, upon the recording of a deed of conveyance to the said Unit.

## ARTICLE III: MEETINGS OF MEMBERS

**Section 1. *Annual Meeting of Members.*** The annual meeting of the Unit Owners shall be held on the first Monday of October of each year, or at such other date as may be specified by a majority of the Board of Directors, at such location as the President or a majority of the Board of Directors shall designate. Notice of the annual meeting shall be given to each Unit Owner not less than 10 nor more than 60 days in advance of any meeting.

**Section 2. *Special Meetings of Members.*** A special meeting of the Unit Owners may be called at any time by the President, a majority of the Board of Directors, or by Unit Owners having twenty percent of the voting percentage of the Association, and shall be held at such place as is designated by person or persons calling said meeting. No special meeting shall be called unless the Secretary of the Association shall have mailed to or served upon all of the Unit Owners written notice of the said meeting at least ten (10) days prior to the date of said meeting. A special meeting shall also be called by the President upon written demand of a majority of the Unit Owners, and in the event such demand is made, then and in that event, the President shall direct the Secretary to mail to or serve upon all of the Unit Owners written notice of the said meeting at least ten (10) days prior to the date of the meeting. All notices shall be mailed to or served at the address of the Unit Owner as it appears on the books of the Association.

**Section 3. *Quorum.*** A quorum for the transaction of business at any meeting of the Members shall consist of Members having at least 20 percent (20%) of the Percentage Interest in the condominium. A majority of those present at any annual or special meeting where quorum is not present shall have the power to adjourn the meeting to a future time, provided that written notice of the new time, date and place

shall be mailed to or personally served on each Member by the Secretary of the Association at least ten (10) days prior to the time fixed for said meeting.

**Section 4. Proxies.** A Member may give his proxy to another person in order to conduct such business on behalf of said Member as may be necessary at any annual or special meetings of the Members. The proxy shall designate the name of the person who is serving as proxy for the Member, the Unit owned by the Member, and any special instructions with respect to voting. The proxy must be signed by the Member.

#### ARTICLE IV: MEETINGS OF THE DIRECTORS

**Section 1. Annual Meeting of Board of Directors.** The annual meeting of the Board of Directors shall be held immediately following the adjournment of the annual meeting of the Unit Owners. The Board of Directors may establish a schedule of regular meetings to be held at such place as the Board of Directors may designate, in which event no notice shall be required to be sent to the said Board of Directors of said regular meetings once said schedule has been adopted.

**Section 2. Special Meetings of Board of Directors.** Special meetings of the Board of Directors may be called by the President, or by a majority of the members of the Board of Directors, by giving three (3) days' notice, in writing, to all of the members of the Board of Directors of the time and place of said meeting, said notice to be mailed to or personally served on each member of the Board of Directors by the Secretary of the Association. By unanimous consent of the Board of Directors, a special meeting of the Board of Directors may be held without notice at any time or place. All notices of special meeting shall state the purpose of the meeting.

**Section 3. Quorum.** A quorum for the transaction of business at any meeting of the Board of Directors shall consist of a majority of the Board of Directors.

#### ARTICLE V. DIRECTORS AND OFFICERS: POWERS AND DUTIES

**Section 1. Directors.** Subject to the terms of the Declaration, which shall be deemed controlling in the event of any conflict with these Bylaws, the affairs of the Association shall be managed by a Board of Directors. The number of Directors constituting the initial Board of Directors shall be three (3). Thereafter, the number of Directors may be increased or decreased from time to time by action of a majority of the Board of Directors; provided, however, that (i) the number of Directors shall in no event consist of less than three (3) Directors, and (ii) no decrease in the number of Directors shall have the effect of shortening the term of any incumbent Director. The names and addresses of each person who is to serve as an initial Director of the Association until their successors are elected and qualified or until such Directors are removed are as follows:

Brooks Harris  
3111 Timberlake Road  
Birmingham, AL 35243

Russ Doyle  
3111 Timberlake Road  
Birmingham, AL 35243

Grant McCaleb  
3111 Timberlake Road  
Birmingham, AL 35243

**Section 2. Powers.** Except as may be otherwise provided to the contrary in the Declaration, these Bylaws, all powers of the Association shall be exercised by or under authority of, and the business

and affairs of the Association shall be managed under the direction of, the Board of Directors. The Board of Directors shall by majority action appoint and remove the Officers of the Association.

**Section 3. *Conflicts of Interest.*** No contract or other transaction between the Association and one or more of its Directors or any other corporation, firm, association, or entity in which one or more of its Directors are directors or officers or are financially interested, shall be either void or voidable because of such relationship or interest. Any Director of the Association or any corporation, firm, association, or entity of which any Director of the Association is a director or officer or is financially interested may be a party to, or may be pecuniarily or otherwise interested in, any contract or transaction of the Association, provided that such relationship or interest in such contract or transaction shall be disclosed or known to the Board of Directors at a meeting of the Board of Directors or a committee thereof which authorizes, approves or ratifies such contract or transaction and, if such fact shall be disclosed or known, any director so related or interested may be counted in determining a quorum at such meeting and may vote on such matter or action with the same force and effect as if he were not so related or interested. Any Director of the Association may vote on any contract or other transaction between the Association and any affiliated corporation without regard to the fact that he is also a director of such affiliated corporation.

**Section 4. *Qualifications of Officers.*** Officers need not be a Unit Owner, and shall be appointed by the Board of Directors at the annual meeting of the Board of Directors. An officer may serve multiple terms.

**Section 5. *Removal and Vacancies.*** The members of the Association 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. In the event of any removal, resignation or vacancy in any of the offices, the remaining members of the Board of Directors shall elect a person to serve as a successor to the removed, resigned or vacant officer, who shall hold office for the balance of the unexpired term and, if the officer was also a Director, shall succeed to a membership in the Board of Directors for the same term. The election held for the purpose of filling said vacancy may be held at any regular or special meeting of the Board of Directors.

**Section 6. *Compensation.*** The officers and Directors shall serve without compensation.

**Section 7. *The President.*** The President shall be the Chief Executive Officer of the Association. He shall preside at all meetings of the Unit Owners and of the Board of Directors. He shall have executive powers and general supervision over the affairs of the Association and other officers. He shall each have the authority to execute all instruments, documents and contracts on behalf of the Association, and shall perform and have the powers necessary to perform all of the duties incident to his office and that may be delegated to him from time to time by the Board of Directors.

**Section 8. *The Secretary.*** The Secretary shall issue notices of all Board of Directors meetings and all meetings of the Unit Owners; shall attend and keep the minutes of the same; and shall have charge of all of the Association books, records and papers.

**Section 9. *The Treasurer.*** The Treasurer shall (a) have the custody of the Association funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging

to the Association, and shall deposit all moneys and other valuable effects in the name and to the credit of the Association in such depositories as may be designated from time to time by the Board of Directors; (b) disburse the funds of the Association as may be ordered by the Board in accordance with these Bylaws, making proper vouchers for such disbursements, and shall render to the President and Board of Directors at the regular meeting of the Board of Directors, or whenever they may require it, an account of all of his transactions as Treasurer and of the financial condition of the Association; (c) collect the Assessments and shall promptly report the status of collections and of all delinquencies to the Board of Directors; and (d) give status reports to potential transferees, on which reports the transferees may rely.

**Section 10. Bond.** All officers who are authorized to sign checks on behalf of the Association must be bonded in an amount equal to the total anticipated assessments for a full year.

## ARTICLE VI. INDEMNIFICATION OF OFFICERS, DIRECTORS AND AGENTS

**Section 1.** The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed 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, 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.

**Section 2.** The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed 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; provided, however, 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 willful, deliberate, or wanton 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 the court shall deem proper.

**Section 3.** To the extent that a Director, officer, employee, or agent of the Association has been successful on the merits or otherwise in the defense of any action, suit, or proceeding referred to in Article VI, Sections 1 and 2 above, 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, notwithstanding that he has not been successful on any other claim, issue or matter in any such action, suit or proceeding.

**Section 4.** Any indemnification under Article VI, 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 Article VI, Sections 1 and 2 above. Such determination shall be made (i) 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, (ii) if such quorum is not obtainable, or, even if obtainable, if a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion or (iii) by a majority vote of the members of the Association.

**Section 5.** 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 Section 4 above 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 determine that he is not entitled to be indemnified by the Association as authorized in this Article VI.

**Section 6.** The indemnification authorized by this Article VI shall not be deemed exclusive of and shall be in addition to any other right to which those indemnified may be entitled under any statute, rule of law, provisions of these Bylaws, 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.

**Section 7.** The Association shall have power 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 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 Article VI.

## ARTICLE VII: POWERS OF THE ASSOCIATION

The Association, acting through the Board of Directors, shall have the following powers:

**Section 1. Declaration.** All of the powers specifically set forth in the Declaration and all of the powers incidental thereto.

**Section 2. *Bylaws.*** All of the powers specifically set forth in the Bylaws and all of the powers incidental thereto.

**Section 3. *Condominium Act.*** All of the powers specifically set forth in the Alabama Uniform Condominium Act of 1991 (the “Condominium Act”), and all powers incidental thereto.

**Section 4. *Miscellaneous Powers.***

A. To use and expend the assessments collected to carry out the purposes and powers of the Association.

B. To employ attorneys, accountants and other professionals as the need arises.

C. To employ workmen, janitors, gardeners, and such other agents and employees to carry out the powers of the Association and to purchase supplies and equipment therefor.

#### ARTICLE VIII: FINANCE AND ASSESSMENTS

**Section 1. *Depository.*** The funds of the Association shall be deposited in a bank in the State of Alabama as designated by the Board of Directors in an account for the Association under resolutions approved by the Board of Directors and shall be withdrawn only upon checks and demands for money signed by any of the officers of the Association. All notes of the Association shall be signed by any two of the officers of the Association.

**Section 2. *Fiscal Year.*** The fiscal year for the Association shall begin on the first day of January of each year; provided, however, that the Board of Directors is expressly authorized to change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America at such time as the Board of Directors deems it advisable.

**Section 3. *Determination of Assessments.***

A. The Board of Directors of the Association shall determine from time to time the sum or sums necessary and adequate for the Common Expenses of the Condominium Property. Common Expenses shall include expenses for the operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, taxes until separately assessed, and any other expenses designated as common expense from time to time by the Board of Directors of the Association. The Board of Directors is specifically empowered on behalf of the Association to make and collect Assessments, and to lease, maintain, repair, and replace the Common Elements of the Condominium. Funds for the payment of Common Expenses shall be assessed against the Unit Owners in such percentages provided in the Declaration. Said Assessments shall be payable, in advance, or as ordered by the Board of Directors. Special assessments, should such be required by the Board of Directors, shall be levied and paid in the same manner as hereinbefore provided for regular assessments.

B. When the Board of Directors has determined the amount of any Assessment, the Secretary of the Association shall send out to the Members, prior to the annual meeting of the Members, a proposed budget for the upcoming year, which shall be voted on at the annual meeting of the Members. In the event that the proposed budget is not adopted by the Association at the annual meeting of the Members, the last approved budget shall be automatically deemed ratified for the then upcoming year.

**Section 4. *Delinquent Assessments.*** In the event an Assessment is not paid within fifteen (15) days of the date it is due and payable, the Association, through its Board of Directors, may proceed to enforce and collect said assessment and interest at the rate of eighteen percent (18%) per annum against the Unit Owner owing the same in any manner provided for or allowed by the Condominium Act.

**Section 5. *Collection and Enforcement.*** In connection with assessments, the Association shall have all of the powers, rights and privileges and legal remedies provided for by the Declaration and the Condominium Act for collection and enforcement of assessments. Further, in this connection, each Unit Owner shall be liable for his assessment in the same manner provided for by the Declaration, and shall likewise be responsible for reasonable attorney fees, interest and costs incurred by the Association incident to the collection of such assessment or enforcement of any lien held by the Association for unpaid assessments.

## ARTICLE IX: MAINTENANCE AND REPAIRS

**Section 1. *Access.*** Any officer of the Association, or any agent of the Board of Directors, shall have the irrevocable right to have access to each Unit from time to time during reasonable hours that may be necessary for the inspection, maintenance, repair or replacement of any Common Element therein or accessible therefrom or for making emergency repairs therein to prevent damage to the Common Elements or to another Unit or Units.

**Section 2. *Maintenance and Repair.*** The Board of Directors may enter into a contract with any firm, person or corporation for the maintenance and repair of the Condominium Property and may join with other condominium associations in contracting with the same firm, person or corporation for maintenance and repair.

**Section 3. *Unit Owners.*** Every Unit Owner must perform promptly all maintenance and repair work within his own Unit which, if omitted, would affect the Condominium Property, and the condominium project in its entirety, or in part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.

**Section 4. *Prohibition.*** No Unit Owner shall make any alteration in the portions of the improvements of a condominium which are to be maintained by the Association, or remove any portion thereof, or make any additions thereto, or do any work which would jeopardize the safety or soundness of the building containing his Unit or impair any easement.

**Section 5. *Material Alterations.*** There shall be no material alterations or substantial additions to the Common Elements, except as the same are authorized by the Board of Directors and ratified by the



affirmative vote of a majority of the Unit Owners present at any regular or special meeting of the Unit Owners.

## ARTICLE X: VIOLATIONS

**Section 1.** In the event of a violation (other than the non-payment of an Assessment) by a Unit Owner in any of the provisions of the Declaration, these Bylaws, or the applicable portions of the Condominium Act, the Association, by direction of its Board of Directors, may notify the Unit Owner by written notice of such breach, transmitted by Registered or Certified Mail, Return Receipt Requested, and if such violation shall continue for a period of thirty (30) days from the date of such notice, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional, inexcusable and material breach of the Declaration, the Bylaws, or the pertinent provisions of the Condominium Act, and the Association may then, at its election, pursue any of the following options: (i) an action at law to recover for its damage on behalf of the Association or on behalf of the other Unit Owners; (ii) an action in equity to enforce performance on the part of the Unit Owner; or (iii) an action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief. Failure on the part of the Association to maintain such an action at law or in equity within sixty (60) days from date of a written request, signed by a Unit Owner, sent to the Board of Directors, shall authorize any Unit Owner to bring an action in equity or suit at law on account of the violation, in the manner provided for by the Condominium Act or other applicable statute. Any violations which are deemed by the Board of Directors to be a hazard to public health may be corrected immediately as an emergency matter.

## ARTICLE XI: ACQUISITION OF UNITS

**Section 1.** *Voluntary Sale or Transfer.* Upon receipt of a Unit Owner's written notice, in accordance with the Declaration or the Condominium Act, the Board of Directors may, with the authorization and approval of a majority of the Unit Owners present at any regular or special meeting of the Unit Owners, acquire a Unit in the name of the Association or a designee.

**Section 2.** *Acquisition on Foreclosure.* At any judicial sale of a Unit, the Board of Directors may, with the authorization and approval of a majority of the Unit Owners present at any regular or special meeting of the Unit Owners, acquire a condominium parcel in the name of the Association or its designee. The term "judicial" as used in this Section shall include any foreclosure, including by non-judicial power of sale, of any lien, including a lien for assessments. The power of the Board of Directors to acquire at any judicial sale shall never be interpreted as any requirement or obligation on the part of the Board of Directors, or of the Association, to acquire at any judicial sale, the provisions hereof being permissive in nature and for the purpose of setting forth the power in the Board of Directors to so acquire should the requisite approval of the Unit Owners be obtained.

## ARTICLE XII: NOTICE

**Section 1.** Whenever notices are required to be sent hereunder, the same shall be sent to the Unit Owners by certified mail, at their place of residence in the condominium building, and to the Association, by Certified Mail, at 2124 Moores Mill Road, Suite 130A, Auburn, Alabama 36830. All notices shall be deemed and considered sent when mailed. Any party may reserve the right to change the place of notice

to him or it by written notice, in accordance with the terms and provisions of this Article.

#### ARTICLE XIII: AMENDMENTS TO THE BYLAWS

**Section 1.** These Bylaws may be amended by the affirmative vote of 60% of the Unit Owners at an annual or special meeting of the Unit Owners, and in accordance with the provisions of the Condominium Act and the Certificate of Formation of the Association. No modification or amendment shall be valid unless set forth in, or annexed to, a duly recorded Amendment to the Declaration.

#### ARTICLE XIV: RULES AND REGULATIONS

**Section 1.** The Board of Directors may, from time to time, adopt and amend previously adopted administrative Rules and Regulations covering the details of the operation and use of the Condominium Property and the Common Elements of the Condominium; provided, however, that no such Rules and Regulations shall conflict with the Declaration, these Bylaws or the provisions of the Condominium Act, and in the event of any conflict between the said Rules and Regulations and the foregoing, the latter shall prevail. The Board of Directors shall, from time to time, post in a conspicuous place on the Condominium Property a copy of the Rules and Regulations adopted, from time to time, by the Board of Directors.

#### ARTICLE XV: DISTRIBUTION OF ASSETS UPON DISSOLUTION.

**Section 1.** Upon dissolution of the Association, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

A. Real property contributed to the Association without the receipt of other than nominal consideration by Clayton Properties Group, Inc. shall be returned to Clayton Properties Group, Inc., unless it refuses to accept the conveyance (in whole or in part); and

B. Unless otherwise agreed to the contrary in the plan of distribution, all remaining assets shall be distributed among the members of the Association, as tenants in common, with each member's share of the assets to be determined in accordance with its voting rights.

**Section 2.** Dissolution of the Association shall be accomplished as set forth in the Alabama Nonprofit Corporation Law.

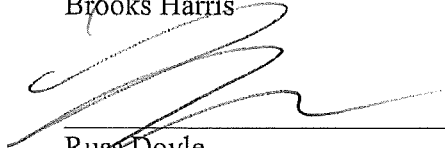
#### ARTICLE XVI: INCORPORATION BY REFERENCE

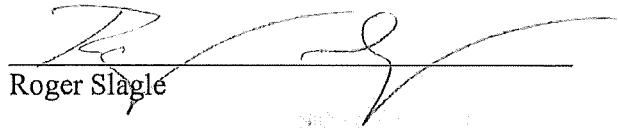
**Section 1.** All of the terms, provisions, definitions, covenants and conditions set forth in the Declaration are hereby expressly incorporated herein by reference as if fully set forth herein. In the event of any conflict or ambiguity between the terms, provisions, definitions, covenants, and conditions set forth herein and the Declaration, then the provisions of the Declaration shall at all times control.

APPROVED AND DECLARED AS BYLAWS OF THE TOWNES AT MOORES MILL  
CONDOMINIUM OWNERS ASSOCIATION, INC., by the undersigned, being the initial Directors of  
the Association:

DIRECTORS:

  
\_\_\_\_\_  
Brooks Harris

  
\_\_\_\_\_  
Russ Doyle

  
\_\_\_\_\_  
Roger Slagle

Dated effective as of August 10, 2021