

BYLAWS  
OF  
BRIGADOON OWNER'S ASSOCIATION, INC.  
a non-profit corporation  
Limestone County, Alabama

**BYLAW ONE**  
**OFFICES**

The principal office of the Brigadoon Owner's Association, Inc. (hereinafter the "Corporation") shall be 9230 Brigadoon Drive, Athens, Alabama 35611.

**BYLAW TWO**  
**PURPOSES AND OBJECTS**

In amplification of the purposes for which the Corporation has been formed as set forth in its Articles of Incorporation, the purposes and objects of these Bylaws are as follows. Capitalized terms in these Bylaws shall have the same meaning as those same terms in the Articles of Incorporation:

- (a) To develop a community designed for safe, healthful, and harmonious living.
- (b) To promote the collective and individual property and civic interests and rights of all persons, firms and corporations owning property in Brigadoon West, Phases I, II, and III, and Brigadoon Highlands, Phases I and II, as such property is shown on specific maps filed of record in the Office of the Judge of Probate of Limestone County, Alabama, along with all other phases of or additions coming under the jurisdiction of these Bylaws on account of merger or future development (hereinafter the "Brigadoon Community").
- (c) To care for the improvements and maintenance of the private roadways, gateways, easements, parkways, grass plots, parking areas, and any facilities of any kind dedicated to community use and other open spaces and other ornamental features of the Brigadoon Community, which now exist or which may subsequently be installed or constructed in the same.
- (d) To assist the Members in maintaining in good condition and order all vacant Lots now existing or that subsequently will exist in the Brigadoon Community, and further assisting the Members in preventing them from becoming a nuisance and a detriment to the beauty of the Brigadoon Community and to the value of the improved property in the Brigadoon Community, and to take any action with reference to such vacant Lots as may be necessary or desirable to keep them from becoming such nuisance and detriment.
- (e) To aid and cooperate with the Members of the Corporation and all property owners in the Brigadoon Community in the enforcement of such conditions, covenants, and restrictions on and appurtenant to their property as are now in existence, as well as any other conditions, covenants and restrictions as shall subsequently be approved by the Members of the Corporation.
- (f) In general, but in connection with the foregoing, to do any and all things necessary to promote the general welfare of the residents and owners of any portions of the Brigadoon Community.

(g) To acquire, own or lease such real and personal property as may be necessary or convenient for the transaction of the Corporation's business and the fulfillment of its purposes and objects, and to exercise all rights, powers and privileges of ownership to the same extent as natural persons might or could do.

(h) To arrange social and recreational functions for the Members of the Corporation.

(i) To exercise any and all powers that may be delegated to the Corporation by the Members.

(j) To fix assessments and/or charges to be levied against the Properties.

(k) To pay taxes, if any, on the Common Properties and any facilities thereon.

(l) This Corporation shall not engage in political activity or pursue political purposes of any kind or character.

### **BYLAW THREE** **MEMBERS**

(a) Class of Members. The Corporation shall have one class of Members.

(b) Admission Without Fee. Record ownership of a Lot shall establish the owner as a Member of the Corporation. An admission fee shall not be required to establish Membership.

(c) Members Bound by Articles of Incorporation and Bylaws. Membership shall include an undertaking to comply with and be bound by the Articles of Incorporation, these Bylaws, and the policies, rules and regulations at any time lawfully adopted by the Corporation.

(d) Termination of Membership. Membership in this Corporation shall terminate on a Member's ceasing to be a beneficial owner of a Lot.

(e) Voting in Person or by Proxy. At meetings of the Members of the Corporation, all votes shall be cast in person, or by proxy registered with the Secretary as provided herein.

(1) Each Lot owner shall be entitled to one (1) vote, however, when more than one person or entity is proven to be an Owner of any such Lot, one person shall be designated to vote to bind all the Owners of such Lot and written evidence thereof by all such owners shall be delivered to the Board of Directors in a form satisfactory to them, and in no event shall more than one vote be cast with respect to any such Lot.

(2) Each Member as set forth above, shall be entitled to vote at any meeting of Members, or on any matter requiring a vote of Members, occurring subsequent to the date

upon which the Member became an Owner (provided however, that the Member is not delinquent in the payment of assessments), and each such Member shall be entitled to the number of votes as calculated above as if each Member had been a Member for a full year and had paid the regular annual assessment for the year in which the vote takes place. Payment of any special assessment shall not entitle Members to additional votes.

(f) Assignment of Rights and Assumption of Duties. A Member of the Corporation may assign his or her Membership rights to a tenant residing in or on the Member's Lot, so long as the tenant also assumes the Member's duties and obligations. Such assignment and assumption shall be effected by filing with the Secretary of the Corporation a written notice of assignment and assumption signed by the Member and the tenant. However, while the tenant may agree to assume the Member's duties and obligations, the Member must also remain responsible for Membership duties and obligations.

#### **BYLAW FOUR** **MEETINGS OF MEMBERS**

(a) Annual Meeting. An annual meeting of the Members for the purpose of hearing reports from all officers and standing committees and for electing directors shall be held in Limestone County, Alabama, in the Spring of each year. The time and place shall be fixed by the Board of Directors.

(b) Regular Meetings. In addition to the annual meetings, regular meetings of the Members shall be had at such time and place as shall be determined by the Board of Directors, provided, however, that there shall be no regular meetings held during the month of December.

(c) Special Meetings. A special meeting of the Members may be called by the Board of Directors. A special meeting of the Members must be called within ten (10) days by the President or the Board of Directors, if requested by not less than five (5) of the Members having voting rights.

(d) Notice of Meetings. Written notice stating the place, day and hour of any meeting of Members shall be delivered either personally, by e-mail, or by mail to each Member entitled to vote at such meeting, not less than fourteen (14) days before the date of such meeting. For purposes of mailing to owners of undeveloped Lots, mailing to the name(s) and address then shown by the records of the Revenue Commissioner of Limestone County, Alabama shall suffice.

(e) Quorum. The Members holding sixty percent (60%) of the votes that may be cast shall constitute a quorum at any meeting of the Members. In the absence of a quorum, a majority of the Members may adjourn the meeting without further notice.

(f) Proxies. At any meeting of the Members, a Member entitled to vote may vote by proxy executed in writing by the Member. No proxy shall be valid after twelve (12) months from the date of its execution, unless otherwise provided in the proxy. All proxies must be delivered

by mail or personal delivery to the Secretary of the Corporation such that it is received by the Secretary on or before the date which is two (2) days before the date of the meeting of the Members.

(g) Record Date. With respect to each meeting of the Members whereby business is to be conducted, or with respect to a vote of the Members, the Board of Directors shall establish a Record Date prior to such meeting or vote.

(h) Voting by Mail. Where directors or officers are to be elected by Members, or where there is an act requiring the vote of the Members, the Board of Directors may direct that such election or vote on such proposed action be conducted by mail, in the following manner:

(1) Election of the Board of Directors.

(A) The Board of Directors shall notify the Members in writing by mail, email or by personal delivery that they are entitled to submit nominations for directors within ten (10) days of the date of such notice by mailing or personally delivering a written nomination to the Secretary of the Corporation. Nominations may also be submitted by electronic correspondence (e-mail) to the Secretary of the Corporation. If nominations are received after the tenth (10<sup>th</sup>) day after the date of the notice or are not delivered in such manner, such nominations will not be considered. A Member may nominate himself or herself.

(B) After the deadline set forth in Bylaw Four, Section (h)(1)(A) has expired, the Board of Directors shall notify the Members in accordance with Bylaw Four, Section (d) of the annual, regular or special meeting at which the directors shall be elected. Included with such written notice shall be a Proxy, listing the candidates for the directors. The Members shall complete the Proxy in accordance with its instructions, voting for only the number of candidates for which there are positions available on the Board of Directors. Each Member shall return the Proxy by mail or personal delivery to the Secretary of the Corporation such that it is received by the Secretary on or before the date which is two (2) days before the date of the annual, regular or special meeting specified in the written notice accompanying such Proxy, or in lieu thereof, the Member may attend the meeting and vote in person. If a Proxy is received after such date or are not delivered in such manner, such Proxy will not be considered.

(C) In order to elect directors at the meeting, the Board of Directors must be in receipt of a quorum as set forth in Bylaw Four, Section (e) of the votes that are represented by proxies and represented in person at the meeting. If the Board of Directors does not have a quorum prior to the meeting, the Board of Directors may attempt to solicit additional votes by proxies prior to the meeting or move the meeting and attempt to obtain a quorum by the number of votes represented in person at the meeting. If a quorum of the votes is not represented in person and by proxy at the meeting, then the meeting shall be rescheduled to a future date and the procedure in Bylaw Four, Section (h)(1)(B) shall be repeated until a quorum is achieved; provided,

however, that it shall not be necessary to solicit new Proxies if the current Proxies already submitted by Members have not yet expired.

(D)

- i. In all elections of the Board of Directors, the directors shall be chosen from a field of candidates and the Board of Directors shall review at the meeting the number of votes cast for the candidates and compile which candidates received the highest number of votes. Except as otherwise provided herein, the first number of candidates for which there are positions available on the Board of Directors who received a majority of the vote shall be the elected directors.
- ii. In all elections of the Board of Directors, in the event that there is (i) a tie such that the number of candidates receiving a majority of the vote exceeds the number of vacancies on the Board of Directors or (ii) there were not enough candidates who received a majority of the votes to fill the number of vacancies on the Board of Directors, subsequent election(s) shall be conducted at subsequent meeting(s) by following the procedures set forth in this Bylaw Four, Section (h)(1) until the vacancies on the Board of Directors have been filled. In any subsequent election required due to a tie as described above, only those candidates resulting in the tie shall be considered. In any subsequent election required due to not enough candidates receiving a majority of votes, only the following candidates shall be considered: a number of candidates that is twice the number of positions vacant and who received the most votes in the first vote but did not receive enough votes for a majority. (In the event that one or more of such candidates received a tie such that only one may be included in a subsequent election under this section, then the number of such candidates in a subsequent election shall be increased to include all such candidates involved in the tie, even though the resulting number of candidates will be more than twice the number of vacant positions.)

(E) Notwithstanding anything herein to the contrary, an election is not required unless the number of candidates submitted exceeds the number of vacancies on the Board of Directors.

(F) The Board of Directors may appoint an election committee to coordinate the election process or to assist with any aspect of the election process.

(2) Other Actions Requiring the Vote of the Members.

(A) The Board of Directors shall notify the Members in accordance with Bylaw Four, Section (d) of the annual, regular or special meeting. Included with such written notice shall be a Proxy, setting forth the proposed action(s) requiring the vote of the Members at such meeting. The Members shall complete the Proxy in accordance

with its instructions. Each Member shall return the Proxy by mail or personal delivery to the Secretary of the Corporation such that it is received by the Secretary on or before the date which is two (2) days before the date of the annual, regular or special meeting specified in the written notice accompanying such Proxy, or in lieu thereof, the Member may attend the meeting and vote in person. If a Proxy is received after such date or is not delivered in such manner, such Proxy will not be considered.

(B) Before a proposed action requiring the vote of the Members may be taken, the Board of Directors must be in receipt of a quorum as set forth in Bylaw Four, Section (e) of the votes represented by proxies and represented in person at the meeting. If the Board of Directors does not have a quorum prior to the meeting, the Board of Directors may attempt to solicit additional votes by proxies prior to the meeting or move to the meeting and attempt to obtain a quorum by the number of votes represented in person at the meeting. If a quorum of the votes is not represented in person and/or by proxy at the meeting, then the meeting shall be rescheduled to a future date and the procedure in Bylaw Four, Section (h)(2)(A) shall be repeated until a quorum is achieved; provided, however, that it shall not be necessary to solicit new Proxies if the current Proxies already submitted by Members have not yet expired.

(C) The Board of Directors shall review at the meeting the number of votes cast by the Members for the proposed action. Except as otherwise provided herein, if the proposed measure receives a majority of the vote, then that measure shall be deemed approved.

(D) The measures that require greater than a majority vote are: two-thirds (2/3) of the Members to modify the Articles of Incorporation or Dissolution, and seventy five percent (75%) of the Members to change the members of or powers and duties of the Architectural Control Committee or to modify any Protective Covenants.

#### **BYLAW FIVE** **BOARD OF DIRECTORS**

(a) General Powers. The affairs of the Corporation shall be managed by the Board of Directors.

(b) Number, Tenure and Qualifications. The number of directors constituting the entire Board of Directors shall not be less than three (3) nor more than five (5), normally consisting of five (5). Each director shall be a Member of the Corporation and shall hold office until two (2) annual meetings of the Members following his or her original qualification shall have been held, and until his or her successor shall have been elected and qualified.

(c) Regular Meetings. The Board of Directors shall meet regularly at least once a quarter, at a time and place it shall select.

(d) Special Meetings. A special meeting of the Board of Directors may be called at the request of the President or of any three (3) directors.

(e) Notices. Notice of any special meeting of the Board of Directors shall be given at least seven (7) days prior to such meeting, by written notice delivered personally, sent by telephone facsimile (fax), sent by e-mail, or sent by mail to each director. Any director may waive notice of any meeting.

(f) Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the board, but if less than a majority of the directors are present at such meeting, a majority of the directors present may adjourn the meeting, without further notice.

(g) Manner of Acting. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these Bylaws.

(h) Vacancies. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board of Directors. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

## **BYLAW SIX** **OFFICERS**

(a) Officers. The officers of the Corporation shall be a President, a Vice President, a Secretary, a Treasurer and a Projects Director.

(b) Qualifications and Method of Election. The officers shall be Members of the Corporation, shall be elected by the Board of Directors, and shall serve for a term of one (1) year. The President and Vice President shall be members of the Board of Directors.

(c) President. The President shall preside at all meetings of the Corporation and of the Board of Directors at which he or she is present, shall exercise general supervision of the affairs and activities of the Corporation and shall serve as a member ex officio of all standing committees.

(d) Vice President. The Vice President shall assume the duties of the President during the President's absence. The Vice President will maintain the security access to the Properties and that the gates are maintained functional.

(e) Secretary. The Secretary shall be custodian of all corporate records.



(1) The Secretary shall file a hard copy of the minutes of all of the meetings of the Corporation and of the Board of Directors, which shall be an accurate and official record of all business transacted.

(2) The Secretary will ensure the Members web page is updated with the approved Board of Directors minutes and any new or revised documents (Articles of Incorporation, Covenants or Bylaws).

(3) The Secretary shall be custodian of all corporate records and file hard copies of records received or sent.

(4) The Secretary shall review and approve any official written correspondence and be the custodian for all official written documents.

(5) The Secretary will maintain a backup of records in electronic form as far is practical. All backup records must reside on the same electronic device.

(6) The Secretary will maintain the records securely and under their control when not in use and only release confidential material as allowed under law.

(f) Treasurer. The Treasurer shall receive all corporate funds, keep them in a bank or other savings institution approved by the Board of Directors, and pay out funds. The Treasurer shall be a member ex officio of the finance committee.

(1) The Treasurer will pay all bills that are accounted for in the approved annual budget. For bills above the amount listed on the annual approved annual budget, the bill payment shall not be paid until after approved by the majority of the Board of Directors.

(2) The Treasurer will transfer account and checking access to the new Treasurer and have their name removed from the account access at the end of their term.

(3) The Treasurer will provide current accounting information of all accounts at each Board of Directors meetings and an annual status of the year past and present at the annual Members meeting.

(4) The Treasurer will submit any accounts paid and account information to the accountant and review received accounting information.

(5) The Treasurer will maintain a 5 year look ahead budget and draft the budget for the next annual year. The draft budget will be presented to the Board of Directors for input and final approval.

(6) The Treasurer will maintain the Brigadoon Owners list with the property number, owner name and address. This list will be verified by the Treasurer immediately after the first of the year and validated by a second director. This list will be used, and provided to the accountant, for issuing assessment letters.

(g) Projects Director. The Projects Director will review, oversee, and control projects.

(1) The Projects Director will maintain contact with and maintain what current actions are in progress in the Architectural Control Committee.

(2) The Projects Director will oversee all projects associated with initiatives of the Board of Directors.

(3) The Projects Director will maintain a list of current and future projects, estimated start and completion dates, and manage resources for proper project completion.

(h) Meeting Absence. If a meeting will not be attended, the officers that will be absent from the meeting are required to provide the President (or Vice President in the Presidents absence), with the current information and status of actions they are responsible for to allow the information to be reported at the meeting they will not be attending.

(i) Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by any member of the Board of Directors for the unexpired portion of the term.

## **BYLAW SEVEN** **ASSESSMENTS**

(a) General Assessment.

(1) The general assessment (which may also be referred to as the “annual dues”) discussed in Paragraph 1, Article X of the Articles of Incorporation shall be the same with respect to each Lot.

(2) In determining the amount of the general assessment, the Board of Directors (and the Membership where applicable) shall consider the total amount necessary to support the purposes of the Corporation. Provided, however, that no more than a 25% increase per year may be determined without the majority of a quorum of the Membership approving such increase.

(3) To provide the total sum necessary for the insurance, reserve fund for replacements, maintenance and operation of the Common Properties of the Properties and all expenses incurred therewith, each Member for each Lot owned shall pay a portion of the total amount necessary for such purposes to the Corporation. The portion to be paid by a Member for each Lot owned shall be equal to the total sum necessary for such purpose, multiplied by a percentage equal to one divided by the total number of Lots in the Properties.

(4) Notices of general assessments shall be issued to the Members each year on or about January 1, or upon on a different date as determined by the Board of Directors.

(b) Special Assessment. Special assessments may be assessed for any lawful purpose of the Corporation in addition to annual assessments.

(1) Special assessments shall have the approval of a majority vote of the Members or a duly constituted quorum of the Members in person or by proxy at a meeting duly called for this purpose.

(2) Of the total sum approved by the Corporation to meet the costs and expenses as provided in the special assessment, each owner shall pay to the Corporation for each Lot a special assessment equal to the total sum approved for such purposes multiplied by a percentage equal to one divided by the total number of Lots in the Properties on the day the amount of the special assessment is approved by the Members.

(c) Individual Assessment (or Individual Charge).

(1) Where any Member (including a Member; occupant or user of a Member's Lot; or a Member, occupant, or user's respective family members, agents, guests, servants, employees, invitees and contractors) or any condition on a Member's Lot violates one or more provisions of the Restrictive Covenants or ACC Requirements governing said Lot, a Member may be charged, levied and assessed an individual assessment by the Board of Directors, as set forth by the procedures herein. The individual assessment shall also be known as an "individual charge."

(2) Upon a determination by the Board of Directors that a Member and/or a condition on a Member's Lot may be in violation of one or more provisions of the Restrictive Covenants or ACC Requirements governing said Lot, the Board of Directors may issue a "Charge of Violation" to said Member.

(3) The Charge of Violation shall be in writing and shall set forth: (i) a description of the possible violation, (ii) a specification of the possible violated rule or regulation, (iii) a statement that a finding of a violation may result in an individual assessment issued against the Member, (iv) the date, time, and place of the next Board of Director's meeting that is no less than fourteen (14) days from the date that notice has been given to the Member of the Charge of Violation, and (v) a statement that the Member may contest the Charge of Violation, either in person or in writing, at said Board of Director's meeting.

(4) Notice of the Charge of Violation shall be provided to the Member. Notice shall be issued by the Secretary of the Corporation and shall be sufficient if it is provided (i) by hand delivery to a Member or Member's residence, (ii) by regular mail to a Member or Member's residence, or (iii) if the Member's address is unknown, by posting on the Member's Lot, if there is a structure upon the Lot sufficient for such purpose, and mailing the notice to the Member at the same address used by the county tax assessor's office to collect ad valorem property taxes with respect to the Lot.

(5) If the Member chooses to contest the Board of Director's Charge of Violation, then the Member or the Member's representative may do so by (i) appearing at the next Board of Director's meeting that is no less than fourteen (14) days from the date that notice has been given to the Member of the Charge of Violation, (ii) addressing the Board of Directors concerning the matters set forth in the Charge of Violation, and (iii) offering any desired evidence to the Board of Directors for their consideration. In lieu of appearing in person or by representative, the Member may elect to address the Board of Directors in writing. After review and consideration of the Member's contest, the Board of Directors shall decide, in its sole discretion, whether or not to charge the Member an individual assessment.

(6) If the Member does not contest the "Charge of Violation," then the Board of Directors may charge the Member an individual assessment.

(7) As set forth in Bylaw 7(d), the Corporation shall provide written notice of any individual assessment due and payable by such Member and the due date for payment. Said notice of an individual assessment shall contain: (i) a description of the violation, (ii) a specification of the violated rule or regulation, and (iii) the amount of the individual assessment that is charged to such Member with respect to such violation (and any other applicable charge authorized by the Articles or Bylaws).

(8) If the violation is of a continuing nature, then an individual assessment may be issued by the Board of Directors for each month that the violation continues.

(9) The amount of the individual assessment shall be no more than \$300.00 or as described in other sections of these bylaws, excluding other charges (such as late charges, interest, attorney fees, collection costs) which may be added to an individual assessment pursuant to these Bylaws. In determining the amount of the individual assessment, the Board of Directors shall consider the following factors: (i) the severity of the violation, (ii) the impact on the violation upon the rights of other Members, (iii) whether the violation is the first or additional violation attributable to the Member and/or the Member's Lot, and (iv) whether the violation has been cured prior to the Board of Director's meeting, and if so, whether the violation was cured in a prompt and satisfactory manner. In addition, if the Corporation has incurred or will incur actual costs or expenses related to the violation, including without limitation, collection costs, attorney fees, administrative costs, and/or repair costs, then such costs may be added to the amount of the individual assessment, even though such addition will cause the amount of the individual assessment to exceed \$300.00 or the amount described in other sections of these bylaws.

(d) Default in Payment of Assessments.

(1) The Corporation shall provide written notice or a billing invoice to each Member setting forth the amount of any assessment (whether, general, special, or individual) due and payable by such Member and the due date for payment. Notice shall be sufficient if

it is provided by hand delivery to a Member or Member's residence, by regular mail to a Member's residence, or if the Member's address is unknown, by mailing the notice to the same address used by the county tax assessor's office to collect ad valorem property taxes with respect to the Lot.

(2) Any assessment (whether general, special, or individual) shall be due and payable within forty-five (45) days from the date of such notice or billing invoice for the assessment. After forty-five (45) days have elapsed, the Member shall be in default with respect to said assessment.

(3) In the event that any assessments or any portions thereof (including any related charges) are not paid in full by the due date, then a late fee in the amount of \$25.00 shall automatically be levied against the Member and the Lot. Moreover, if any assessments or any portions thereof (including related charges) are not paid in full within forty-five (45) days from the date of such notice or billing invoice for the assessment, then the unpaid portion (including the late fee) shall accrue simple interest at the lesser of eighteen percent (18%) per annum or the highest rate which may be charged to said Member by law from and after the 45<sup>th</sup> day following the due date of such assessments until the same has been paid in full.

(4) When any Member shall be in default in the payment of assessments (whether general special, or individual), then that Member shall, for purposes of voting, not be considered as a Member in good standing. Such Member's voting rights shall not be reinstated until he or she has paid the assessments in full (plus any other related charges as authorized in the Articles or Bylaws).

(5) If any Member (i) is in default with respect to an owed assessment (whether general, special, or individual), or (ii) violates any provision of the Restrictive Covenants, then, in addition to any other measure authorized by law, the Articles, or these Bylaws, the Board of Directors is authorized to retain legal counsel and may prosecute a civil action against such Member to recover the amount of the assessment (plus any other related charges as authorized in the Articles or Bylaws). In that event, the Member shall also be liable to the Corporation for the reasonable cost of the attorney fees, court costs, and other expenses incurred by the Corporation that are related to the assessment or violation.

(6) With respect to any proceeding involving an individual assessment, the Board is authorized to retain legal counsel to assist in any and all procedures regarding the individual assessment, and if the Board of Directors charges an individual assessment, then in that event, the Member shall also be liable to the Corporation for the reasonable cost of the attorney fees, court costs, and other expenses incurred by the Corporation that are related to the same.

(7) When the Board of Directors issues an individual assessment against a Member with respect to a violation of the Restrictive Covenants relating to grass, weeds, trash, or rubbish on the Member's Lot, then the Board of Directors may, in addition to any other

measure authorized by law, the Articles, or these Bylaws, enter upon the Lot and cause the violation upon said Lot to be abated at the direction of the Board of Directors.

(8) The amount of any assessment (whether general, special, or individual), together with late charges, court costs, attorney fees, and all expenses incurred by the Corporation to enforce or collect such assessments shall, upon default, be an equitable charge and a continuing lien upon each Lot for which the owner thereof is responsible for the payment of the same. Upon default of payment of any assessment, the assessment shall be a lien against each Lot owned by the defaulting Member, and the Corporation shall be entitled to enforce the payment of said lien according to the laws of the State of Alabama and to take any other actions for collection from the defaulting parties. The Corporation shall also be entitled to record a notice of claim of such lien in the land records of Limestone County, Alabama, and proceed upon such claim in the same manner as a foreclosure of a mortgage on real property containing a power of sale under the *Code of Alabama*, as the same may be amended or modified from time to time. The notice of claim of lien must be in writing and set forth: (i) the name of the delinquent Member, (ii) the legal description and street address of the Lot, (iii) the total amount claimed to be due (including any other charges authorized in the Articles or Bylaws), and a statement (if applicable) that such charges shall continue to accrue and be charged until full payment has been received; and (iv) a statement that the lien is claimed pursuant to the Restrictive Covenants, Articles, and the Bylaws.

(9) Any such lien against a Lot shall be subordinate to a recorded mortgage covering such Lot and recorded in the Probate Office prior to the filing of a claim of lien by the Corporation. However, the foregoing shall not relieve any Member from the personal obligation to pay all assessments (and related charges).

(10) Each Member shall be personally liable for the payment of all assessments and related charges coming due while he or she is the owner of a Lot, and his or her grantee shall take title to such Lot subject to the equitable charge and continuing lien therefore. In the event of co-ownership of any Lot, all of the co-owners shall be jointly and severally liable for the entire amount of such assessments and related charges.

(e) Exemption from Assessments for Certain Members. With respect to any Member that maintains all of the Common Areas and bears substantial expenses with respect thereto without any contribution from the Corporation, the Board of Directors may elect to deem that Member's maintenance of the Common Areas and bearing of substantial expenses with respect thereto, as the equivalent payment of some or all of any owed general or special assessment. All Exemptions are reviewed and approved annually by the Board of Directors during the approval of next year's budget.

(f) Assignment of General Assessment. In the event that any Member whose general assessment is paid shall, during the year in which such general assessment is paid, terminate his or her Membership by the sale of his or her Lot, he or she shall be entitled to assign to the buyer of such Lot the benefit of the paid general assessment. Any such buyer can acquire

the benefit of such paid general assessment, without the necessity of paying pro rata general assessment to the end of the year.

**BYLAW EIGHT**  
**RESERVE FOR REPLACEMENT**

(a) The Corporation shall establish and maintain a reserve fund for replacements by the allocation and payment annually to such reserve fund in such amounts as are established by the Board of Directors. Such fund shall be deposited in a special account with a safe and responsible depository and may be in the form of cash deposit or invested in obligations of, or fully guaranteed as to principle by, the United States of America. The reserve fund is for the purpose of effecting replacements for structural elements and mechanical equipment of the Common Properties of the Corporation and for such other purposes as may be determined by the Board of Directors.

**BYLAW NINE**  
**FISCAL YEAR**

The fiscal year of the Corporation shall be the calendar year.

**BYLAW TEN**  
**AMENDMENTS**

The power to alter, amend, or repeal the Bylaws shall be vested in the Board of Directors of this Corporation.

**BYLAW ELEVEN**  
**ARCHITECTURAL CONTROL**

No dwelling, detached garage, boat shelter, pier, accessory structure, fence, wall, mailbox, swimming pools, tennis court, satellite dish or antenna, or any other structure shall be placed, commenced, erected, constructed, maintained or built upon any lot, nor shall any exterior addition to, or change, or alteration therein be made until the plans and specifications showing the nature, shape, kind color, height, materials, and location of same shall have been submitted and approved by the ACC in writing. *(Covenant V)*

(a) Members shall submit a signed and dated approval request form to the Architectural Control Committee (ACC) prior to the placement, commencement, erection, construction, major modification or major alteration of any structure on any Lot or any boathouse, pier or other structure on adjacent water, and receive written ACC approval prior to any such person or entity commencing work on same. Forms may be obtained off the Brigadoon Owners Association web site @ brigadoonowners.com or from any ACC member.

(1) This includes but is not limited to new, additions or extensions to landscaping; additions or removal of trees or large bushes; above ground items such as fountains, swing sets, trampolines, or similar items whether permanent or temporary; anything that could affect the view, breeze, or aesthetics of the lot, neighbors or subdivision.

(2) The protective covenants contain covenants and building restrictions for the subdivision.

(3) The maintenance and trimming of approved existing trees, bushes, landscape beds and similar vegetation does not require ACC approval.

(b) The ACC will not charge a fee and bear no cost for the review and approval of any submission request and submitted documents.

(c) The Member who is seeking approval of plans and specifications bears the full cost of providing documentation or any required inspection(s) before, during and after the construction as requested by the ACC.

(1) IF this documentation and/or required inspection is not provided to the ACC, with approval by the Home Owners Association Board the Brigadoon Owners Association, Inc. has the authority to contract with any person or entity (including but not limited to, consulting architects, landscape architects, designers, engineers, inspectors, and/or attorneys) that the ACC deems will assist it with respect to ensuring compliance with the applicable restrictive covenants at the Members expense as an Individual Assessment in accordance with Bylaw 7.

(d) The Member is responsible for the cost and prompt repair of all damages or other adverse conditions resulting from their construction activities, to Members lots and the subdivision's common properties, including but not limited to roadways and easements, and to restore the affected area(s) to the minimum of the preconstruction condition. IF the Member fails to promptly perform these actions, the Brigadoon Owners Association, Inc. has the authority to correct these conditions at the Members expense as an Individual Assessment in accordance with Bylaw 7.

(e) Notwithstanding compliance with the other specific provisions contained in the covenants concerning design, materials, size and location of structures, the ACC is given the expressed and absolute authority and power, in its sole discretion, to disapprove the proposed plans, location or specifications upon any grounds herein set for the or otherwise, including but not limited to purely aesthetic considerations, which it sole discretion of the ACC are deemed sufficient. *(Covenant V)*

(f) The Brigadoon Board of Directors empowers the ACC to solely maintain the submission request forms and ACC requirements.

(1) ACC requirements are created to assure compliance of the covenants and violation of the ACC requirements will be treated as a covenant violation.



(A) The ACC requirements may restate or list covenant items to emphasize importance.

(B) Describe conditions or items to be put in place to assure compliance. These requirements may be additional barriers to preclude or to prevent conditions that may lead to: a covenant violation prior to the violation occurring OR degradation of the common areas.

(C) The ACC requirements as a minimum should address and prevent current and past issues:

(i) When a condition of construction, modification or alteration lead to a covenant violation, had a high potential for violation, or conditions were severely degraded or not described in the covenants.

(ii) When conditions in the subdivision degraded to an unacceptable level. Requirements for the common properties including but not limited to roadways and easements shall be held to the same standards as those described for lots in the covenants.

(D) EPA Best Management Practices (BMP's) shall be the used as the basis for ACC requirements used for site preparation and/or excavation activities. *(Covenant V)*

(E) The requirements shall not be less restrictive than, or attempt to change or modify the covenants.

(g) During construction or pre and post construction activities any: unapproved deviations from the approved plan(s), identified covenant violation, ACC requirement is not in compliance, or degraded subdivision condition will be addressed by the ACC until resolved. The Brigadoon Owners Association, Inc. Board of Directors empowers the ACC with the authority to restrain the member or contractor from so doing. *(Covenant A)* This restraint can be verbal or written and if compliance is not completed promptly or satisfactorily, they may issue a formal Stop Work order. The Stop Work Order shall be treated as a temporary loss of ACC approval.

#### (1) Stop Work Order

(A) The ACC has the authority to place a Stop Work on the project or any portion thereof until the issue is satisfactorily resolved.

(B) The member and builder will be notified and a written Stop Work order will be posted at a highly visible area of the work site describing: the building lot number, builder name, the specific issue, area or condition needing resolution, portion of the project that is effected by the Stop Work, and contact information for the ACC.

(C) The member and builder must comply with the Stop Work order until resolved and the Stop Work order has been removed. The Stop Work order shall be treated as a temporary loss of ACC approval.

(D) The Board of Directors and ACC reserve the right to decline permission to enter the private subdivision by any and all contractors and/or builders during the Stop Work order. Although they may enter upon the subdivision and/or work site to: correct a safety issue or place the work in a safe configuration, cover the work to prevent damage or financial loss, recover equipment or tools, take action(s) required to correct or resolve the issue, perform walkthroughs and/or inspections, or to work

on portions of the project that are not under the stop work order if applicable. The ACC shall be notified prior to any of the above actions being taken.

(E) The Board of Directors reserve the right to impose a daily charge, not to exceed \$1000 per day, as an Individual Assessment in accordance with Bylaw 7 for each day of willful failure to comply or to circumvent a Stop Work Order.

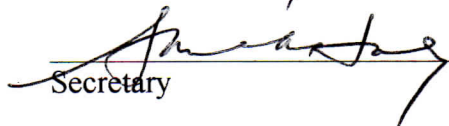
(F) Any posted Stop Work can only be removed by the ACC or Brigadoon Owners Association, Inc. Board of Directors member. The member and builder will be notified when the Stop Work has been removed.

(G) The board of directors will be notified when posting or removing a Stop Work Order.

(h) Solely on the act of submitting documentation to the ACC for approval the member and builder accepts to comply with the covenants, bylaws, and ACC requirements; and agree to hold the association and ACC harmless of their actions.

I, SAM HOLLOWAY, the duly elected secretary of the Board of Directors of Brigadoon Owner's Association, Inc., do hereby certify that the above and foregoing is true and correct copy of the Bylaws of the Corporation.

This 7<sup>th</sup> day of FEBRUARY, 2014.

  
Secretary

*These Bylaws shall not be revised unless they are in compliance with the Articles of Merger of the Property Owner's Association of Brigadoon West Phase 1, Inc., an Alabama Non-Profit Corporation and the Property Owner's Association of Brigadoon Highlands Phase 1, Inc., an Alabama Non-Profit Corporation recorded AND Articles of Incorporation of the Property Owner's Association of Brigadoon West, Phase 1, Inc. a Non-Profit Corporation AND Brigadoon Protective Covenants for each individual phase.*