

**BYLAWS
OF
LIBERTY PARK MASTER OWNERS' ASSOCIATION, INC.**

ARTICLE I

THE ASSOCIATION

Section 1.01. **Name.** The name of this Association shall be "Liberty Park Master Owners' Association, Inc.," an Alabama nonprofit corporation (the "Master Association"), which has been formed pursuant to Articles of Incorporation (the "Articles") which have been filed for record in the Probate Office of Jefferson County, Alabama. The provisions of these Master Association Bylaws are expressly subject to the terms and provisions of those certain Covenants, Conditions and Restrictions (which, collectively together with all subsequent amendments thereto, are hereinafter referred to as the "Covenants") which have been or will be recorded from time to time in the Probate Office of Jefferson County, Alabama on various portions of the property described on Exhibit "A" attached hereto (hereinafter collectively referred to as "the Development"). Capitalized terms not otherwise defined herein shall have the same meanings given to them in the Covenants.

Section 1.02. **Principal Office.** The principal office of the Master Association in the State of Alabama shall be located at Suite 800, 530 Beacon Parkway West, Birmingham, Alabama 35209. The Master Association may have such other offices, either within or without the State of Alabama, as the board of the Master Association may designate from time to time.

Section 1.03. **Registered Office.** The registered office of the Master Association required by the Alabama Nonprofit Corporation Act to be maintained in the State of Alabama shall be the same as the principal office of the Master Association.

ARTICLE II

MEMBERS

Section 2.01. **Membership.** Each residential property owners' association (including, but not limited to, Old Overton Single-Family Residential Property Owners' Association, Inc., an Alabama nonprofit corporation), commercial property owners' association, multi-family property association, and golf association, within the Development, and The Urban Center at Liberty Park Owners' Association, Inc., an Alabama nonprofit corporation (hereinafter collectively referred to as the "Subordinate Owners' Associations"), and the Developer, for so long as Developer owns any Lot, Dwelling or any other portion of the Development, or until such earlier date as Developer, in its sole discretion, may otherwise elect, shall be a member of the Master Association. Notwithstanding anything provided herein or in the

Articles to the contrary, for so long as Developer owns any Lot, Dwelling or any other portion of the Development, or until such earlier date as Developer, in its sole discretion, may otherwise elect, (a) Developer shall have the sole and exclusive right to (i) elect the board of directors of the Master Association, (ii) appoint the officers of the Master Association and the members of the ARC, as defined in the Covenants, (iii) remove and replace any members of the board of directors of the Master Association, the officers of the Master Association and the members of the ARC, (iv) amend these Master Association Bylaws and the Articles, and (v) take all other action on behalf of the Master Association and vote on all other matters required to be voted on or approved by the members of the Master Association. For so long as Developer is the owner of any Lot, Dwelling or any other portion of the Development, or until such earlier date as Developer, in its sole discretion, may otherwise elect, the members of the Master Association shall have no voting rights or privileges in the Master Association. The voting rights of any member may be limited and suspended in accordance with the provisions of the Covenants.

Section 2.02. Annual Meeting. The annual meeting of the members of the Master Association shall be held at 7:00 p.m. on the second Tuesday of November each year beginning November 9, 1993, or at such other time or such other day within such month as shall be fixed by the board of directors of the Master Association. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day. At the annual meeting, the members of the Master Association shall, subject to the terms of Sections 2.01 and 3.03 of these Master Association Bylaws, elect the board of directors of the Master Association, review the annual budget for the Master Association as provided in the Covenants, and otherwise transact such other business as may come before such meeting. If the election of directors of the Master Association shall not be held on the day designated herein for any annual meeting of the members of the Master Association or any adjournment thereof, the board of directors of the Master Association shall cause the election to be held at a special meeting of the members of the Master Association as soon thereafter as may be convenient.

Section 2.03. Special Meetings. Special meetings of members of the Master Association, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the president or the board of directors of the Master Association and shall be called by the president or secretary of the Master Association upon the petition of at least one-half (1/2) or more of the total votes in the Master Association.

Section 2.04. Place of Meeting. The board of directors of the Master Association may designate any place, either within or without the State of Alabama, as the place of meeting for any annual or special meeting. In the absence of any designation, all

meetings shall be held at the principal office of the Master Association in the State of Alabama.

Section 2.05. Notice of Meeting. Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, or of a meeting which is required by statute to be held for any special purpose, or of any annual meeting at which special action is to be taken, the purpose or purposes for which the meeting is called, or the special action which is proposed to be taken, shall be delivered not less than ten (10) nor more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of the board of directors, the president, the secretary, or the officer of persons of the Master Association calling the meeting, to each member of the Master Association. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to such member at its address as it appears on the books of the Master Association, with postage thereon prepaid. If given personally, such notice shall be deemed to have been delivered to the member of the Master Association upon delivery of the same to the registered office of such member.

Section 2.06. Quorum.

(a) With respect to annual meetings, the presence in person or by proxy of members entitled to cast over fifty percent (50%) of all votes of the Master Association shall constitute a quorum. If the required quorum is not present, another meeting may be called after notice as provided in Section 2.05 but the required quorum at the subsequent meeting shall be the presence in person or by proxy of members entitled to cast at least one-third (1/3) of the total votes of the Master Association. At such time as a quorum is obtained, the vote of a majority of the members that are voting in person or by proxy shall be required to approve any matter in which all of the members of the Master Association are entitled to vote.

(b) With respect to all other meetings of the members of the Master Association, there shall be no specific requirement establishing a quorum and the vote of a majority of the members who are voting in person or by proxy at any such special meeting shall be binding on all of the members of the Master Association.

(c) The members of the Master Association present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

Section 2.07. Proxies. At all meetings of the members of the Master Association, a member may vote either in person or by proxy executed in writing by the member or by his or her duly

authorized attorney-in-fact. Such proxy shall be filed with the secretary of the Master Association before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

Section 2.08. **Voting by Members.** Subject to the provisions of Sections 2.01 and 3.03 of these Master Association Bylaws, each member of the Master Association shall be entitled to the number of votes allocated to each member of the Master Association as follows:

ALLOCATION OF LIBERTY PARK MASTER ASSOCIATION EXPENSES AND VOTING RIGHTS

<u>LAND USE</u>	<u>PERCENT OF TOTAL ESTIMATED MASTER ASSOCIATION EXPENSES (1)</u>	<u>ESTIMATED NUMBER OF LOTS/ACRES (2)</u>	<u>ESTIMATED PERCENT OF TOTAL MASTER ASSOCIATION EXPENSES PER LOT/ACRE (3)</u>	<u>ESTIMATED NUMBER OF VOTES PER LOT/ACRE (4)</u>	<u>ESTIMATED TOTAL VOTES PER LAND USE CATEGORY (5)</u>
A-1 (Old Overton Single-Family Residential)	36.15%	700 Lots	.0516	3	2100
A-2 (Other Single-Family Residential)	13.37%	650 Lots	.0206	3	1950
B (Multi-Family)	8.63%	166.75 acres	.0518	3	500.25
C (Commercial)	32.79%	253.40 acres	.1294	7.52	1905.57
D (Urban Center)	4.87%	62.70 acres	.0777	4.52	283.40
E (Golf Facility)	4.19%	216 acres	.0194	1.13	<u>244.08</u>
					6,983.30

- (1) Allocation of total Master Association Expenses among land use categories.
- (2) Number of Lots (subject to change based on actual number of Lots developed)/acres in each land use category.
- (3) Estimated percentage of Master Association Expenses per land use, based on number of Lots/acres in each land use category (Column 2) divided by the allocation of total Master Association Expenses for each land use category (Column 1). (Subject to change based on actual number of Lots developed.)
- (4) Estimated number of votes per Lot/acre in each land use category (subject to change based on actual number of Lots developed). Note: Votes for categories A-1, A-2 and B are fixed at 3 per Lot.
- (5) Estimated total of votes per land use category based on estimated number of votes per Lot/acre (Column 4) multiplied by estimated number of Lots/acres (Column 2). (Subject to change based on actual number of Lots developed.)

No fractional voting shall be permitted. For purposes of these Master Association Bylaws, the Articles and the Covenants, the vote of a "majority" of the members of the Master Association shall mean the vote of more than fifty percent (50%) of the total number of votes represented at a meeting, whether in person or by proxy. Unless a greater proportion is specified in these Master Association Bylaws, the Articles or the Covenants and, subject to the terms and provisions of Sections 2.01 and 3.03 of these Master Association Bylaws, any matter which requires the vote of,

approval, disapproval or consent of the members of the Master Association shall be deemed to have been given if a "majority" of the members of the Master Association represented at a meeting, either in person or by proxy, affirmatively vote for, approve, disapprove or consent to the same.

Section 2.09. **Informal Action by Members.** Any action required or permitted to be taken at a meeting of the members of the Master Association may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of such members entitled to vote with respect to the subject matter thereof.

ARTICLE III

Board of Directors

Section 3.01. **General Powers.** The business and affairs of the Master Association shall be managed by or under the direction of its board of directors.

Section 3.02. **Number, Tenure and Qualifications.** The number of directors of the Master Association shall be three (3). Each director shall hold office until his or her successor shall have been elected and qualified. Such directors need not be Owners or residents of the State of Alabama.

Section 3.03. **Election, Removal and Replacement of Directors.**

(a) For so long as Developer owns any Lot, Dwelling or any other portion of the Development, or until such earlier date as Developer, in its sole discretion, may otherwise elect, (i) all of the members of the board of directors of the Master Association shall be elected by Developer and (ii) Developer shall have the right at any time and from time to time to remove any director of the Master Association, either with or without cause, and may appoint a successor to such removed director or otherwise fill any vacancies on the board of directors, without any consent or approval of any of the members.

(b) At such time as Developer no longer owns any Lot, Dwelling or any other portion of the Development, or until such earlier date as Developer, in its sole discretion, may otherwise elect, a special meeting of the Master Association shall be called within a reasonable time thereafter at which time the members of the Master Association shall elect, by majority vote of the members of the Master Association, new members of the board of directors of the Master Association. The new board of directors of the Master Association shall undertake the responsibilities of such board and the Developer shall deliver all books, accounts and records of the Master Association, if any, which Developer has in

its possession. Thereafter, the members of the Master Association, by affirmative vote of a majority of such members, shall (i) elect the members of the board of directors of the Master Association at the annual meeting of the members of the Master Association and (ii) have the right to remove, either with or without cause, at any time or from time to time, any of the members of the board of directors and appoint a successor to such removed Director. There shall be no cumulative voting by the members of the Master Association.

Section 3.04. Regular Meetings. A regular meeting of the board of directors of the Master Association shall be held, without further notice than this bylaw, immediately after and at the same place as the annual meeting of the members of the Master Association; provided, however, that any such regular meeting may be held at any other time or place which shall be specified in a notice given as hereinafter provided for special meetings, or in a consent and waiver of notice thereof, signed by all directors of the Master Association. The board of directors of the Master Association may provide, by resolution, the time and place, either within or without the State of Alabama, for the holding of additional regular meetings without other notice than such resolution.

Section 3.05. Special Meetings. Special meetings of the board of directors of the Master Association may be called by or at the request of the president, any vice president or any two (2) directors of the Master Association. The person or persons authorized to call special meetings of the board of directors of the Master Association may fix any place, either within or without the State of Alabama, as the place for holding any special meetings of the board of directors of the Master Association called by them.

Section 3.06. Notice. Notice of any special meeting shall be given either (a) by written notice at least 48 hours in advance of such meeting, delivered in person or by leaving such notice at the place of business or residence of each director of the Master Association, or by depositing such notice in the United States mail, postage prepaid, addressed to any such director at his or her address as it appears on the records of the Master Association; (b) verbally in person or by telephone at least 24 hours in advance of such meeting by communication with any such director in person or by telephone; or (c) by telegram delivered to the telegraph company at least 24 hours in advance of such meeting. Any director of the Master Association may waive notice of any meeting. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board of directors of the Master Association need be specified in the notice or waiver of notice of such meeting.

Section 3.07. Quorum. A majority of the number of directors of the Master Association fixed by Section 3.02 of these

Master Association Bylaws shall constitute a quorum for the transaction of business at any meeting of such board of directors, but if less than such majority is present at a meeting, a majority of such directors present may adjourn the meeting from time to time without further notice. If a quorum is present when the meeting is convened, the Master Association directors present may continue to do business, taking action by a vote of a majority of the quorum as fixed above, until adjournment, notwithstanding the withdrawal of enough such directors to leave less than a quorum as fixed above, or the refusal of any such director present to vote.

Section 3.08. Manner of Acting. The act of a majority of the Master Association directors present at a meeting at which a quorum is present shall be the act of the Master Association board of directors, unless the act of a greater number is required by statute, the Articles of Incorporation or these Bylaws.

Section 3.09. Action Without a Meeting. Any action required or permitted to be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Master Association directors.

Section 3.10. Vacancies. For so long as Developer owns any Lot, Dwelling or any other portion of the Development, or until such earlier date as Developer, in its sole discretion, may otherwise elect, any vacancy occurring in the Master Association board of directors shall be filled by Developer as provided in Section 3.03(a) above. At such time as Developer no longer owns any Lot, Dwelling or any other portion of the Development, or until such earlier date as Developer, in its sole discretion, may otherwise elect, any vacancy occurring in such board of directors, other than a vacancy occurring by reason of a director's removal, pursuant to Section 3.03(b) of these Master Association Bylaws, may be filled by the affirmative vote of a majority of the remaining Master Association directors. In the event that there are no remaining Master Association directors, then the vacancy or vacancies occurring in the Master Association board of directors shall be filled by the affirmative vote of a majority of the members of the Master Association. A Master Association director elected or appointed to fill a vacancy shall be elected to serve for the unexpired term of his or her predecessor in office.

Section 3.11. Compensation. By resolution of the Master Association board of directors, each such director may be paid his or her expenses, if any, of attendance at each meeting of such board of directors. No such payment shall preclude any director from serving the Master Association in any other capacity and receiving compensation therefor.

Section 3.12. Committees.

(a) The Master Association board of directors, by resolution adopted by a majority of the full Master Association board of directors, may designate from among its members one or more committees, each committee to consist of one or more of such Master Association directors and each of which committees, to the extent provided in such resolution, shall have and may during intervals between the meetings of the board of directors, exercise all the authority of such board of directors, except that no such committee shall have the authority of such board of directors in reference to issuing capital stock, amending the Articles, adopting a plan of merger or consolidation, filling vacancies in the Master Association board of directors or amending these Master Association Bylaws. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Master Association board of directors. The designation of any such committee and the delegation thereto of authority shall not operate to relieve such Master Association board of directors, or any member thereof, of any responsibility imposed upon it, him or her by law.

(b) Notwithstanding anything provided to the contrary in Section 3.12(a) above, at such time as Developer no longer owns any Lot, Dwelling or any other portion of the Development or, upon Developer's written notice to the Master Association that it no longer desires to exercise the rights to appoint and remove members of the ARC, then the Master Association board of directors shall appoint and remove all members of the ARC.

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

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

ARTICLE IV

OFFICERS

Section 4.01. **Principal Officers.** The principal officers of the Master Association shall be elected by the Master Association board of directors and shall include a president, one or more vice presidents, a secretary and a treasurer and may, at the discretion of the Master Association board of directors, also include a chairman of the board of directors and such other officers as may be designated from time to time. Any number of offices may be held by the same person, except the offices of president and secretary. None of the principal officers need be directors of the Master Association.

Section 4.02. **Election of Principal Officers; Term of Office.** The principal officers of the Master Association shall be elected annually by the Master Association board of directors at the first meeting of such board of directors held after each annual meeting of the Master Association members. If the election of principal officers of the Master Association shall not be held at such meeting, such election shall be held as soon thereafter as may be convenient. Each such principal officer shall hold office until his or her successor shall have been duly elected and qualified or until his or her death or until he or she shall resign or shall have been removed in the manner hereinafter provided. If the Master Association board of directors shall fail to fill any principal office at an annual meeting, or if any vacancy in any principal office shall occur, or if any principal office shall be newly created, such principal office may be filled at any regular or special meeting of such board of directors.

Section 4.03. **Subordinate Officers, Agents and Employees.** In addition to the principal officers, the Master Association may have such other subordinate officers, agents and employees as the Master Association board of directors may deem advisable each of whom shall hold office for such period and have such authority and perform such duties as such board of directors, any chairman of the board, the president, or any officer designated by such board of directors, may from time to time determine. The Master Association board of directors at any time may appoint and remove, or may delegate to any principal officer the power to appoint and to remove, any subordinate officer, agent or employee of the Master Association.

Section 4.04. **Delegation of Duties of Officers.** The Master Association board of directors may delegate the duties and powers of any officer of the Master Association to any other officer or to any director of the Master Association for a specified period of time for any reason that such board of directors may deem sufficient.

Section 4.05. Removal of Officers or Agents. Any officer or agent of the Master Association may be removed by the Master Association board of directors at any time, either with or without cause, and such board of directors may appoint a successor to such removed officer and agent. Election or appointment of any officer or agent shall not of itself create contract rights.

Section 4.06. Resignations. Any officer of the Master Association may resign at any time by giving written notice of resignation to the Master Association board of directors, to any chairman of the board, to the president or to the secretary. Any such resignation shall take effect upon receipt of such notice or at any later time specified therein. Unless otherwise specified in the notice, the acceptance of a resignation shall not be necessary to make the resignation effective.

Section 4.07. Vacancies. A vacancy in any office, the holder of which is elected or appointed by the Master Association board of directors, because of death, resignation, removal, disqualification or otherwise, may be filled by such board of directors for the unexpired portion of the term of such office. A vacancy in any other office for any reason shall be filled by the Master Association board of directors, or any committee, or officer to whom authority for the appointment, removal or filling of vacancies may have been delegated by these Master Association Bylaws or by resolution of such board of directors.

Section 4.08. Chairman of the Board. Any chairman of the board, who must be a member of the Master Association board of directors, shall preside at all meetings of the members of the Master Association and of such board of directors at which he or she is present. Any chairman of the board shall have such other powers and perform such other duties as may be assigned to him or her from time to time by such board of directors.

Section 4.09. President. The president of the Master Association shall, in the absence of any chairman of the board, preside at all meetings of the members of the Master Association and of the Master Association board of directors at which he or she is present. The president shall be the chief executive officer of the Master Association and, subject to the control of the Master Association board of directors, shall have general supervision over the business and affairs of the Master Association. The president shall have all powers and duties usually incident to the office of the president except as specifically limited by resolution of the Master Association board of directors. The president shall have such other powers and perform such other duties as may be assigned to him or her from time to time by the Master Association board of directors.

Section 4.10. Vice Presidents. In the absence or disability of the president of the Master Association or if the

office of such president be vacant, any vice president, in the order determined by the Master Association board of directors, or if no such determination has been made, in the order of their seniority, shall perform the duties and exercise the powers of such president, subject to the right of the Master Association board of directors at any time to extend or confine such power and duties or to assign them to others. Any vice president of the Master Association may have such additional designation in his or her title as the board of directors may determine. Each such vice president shall generally assist the Master Association president in such manner as such president shall direct. Each such vice president shall have such other powers and perform such other duties as may be assigned to him or her from time to time by the Master Association board of directors or president.

Section 4.11. **Secretary.** The secretary of the Master Association shall act as secretary of all meetings of the members of the Master Association and of the Master Association board of directors at which he or she is present, shall record all the proceedings of all such meetings in a minute book to be kept for that purpose, shall have supervision over the giving and service of notices of the Master Association, and shall have supervision over the care and custody of the records and seal of the Master Association. Such secretary shall be empowered to affix the corporate seal to documents, the execution of which on behalf of the Master Association under its seal is duly authorized, and when so affixed may attest the same. Such secretary shall have all powers and duties usually incident to the office of secretary, except as specifically limited by a resolution of the Master Association board of directors. The Master Association secretary shall have such other powers and perform such other duties as may be assigned to him or her from time to time by the Master Association board of directors or president.

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

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

ARTICLE V

FISCAL MATTERS AND BOOKS AND RECORDS

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

Section 5.02. **Books and records kept by Master Association.** The Master Association shall keep detailed, complete and accurate financial records, including itemized records of all receipts and disbursements, shall keep detailed minutes of the proceeds of all meetings of the members and of the Master Association board of directors and committees having any of the authority of such board of directors, and shall keep such other books and records as may be required by law or necessary to reflect accurately the affairs and activities of the Master Association. The Master Association shall keep at the office of the Master Association a record giving the names and addresses of the Master Association directors and all members of the Master Association, which shall be furnished by each owner pursuant to Section 5.10 of these Master Association Bylaws.

Section 5.03. **Inspection.** The books, records and papers of the Master Association shall at all times during reasonable business hours be subject to inspection by any Master Association member or any such member's agent or attorney for any proper purpose. True and correct copies of the Articles, these Master Association Bylaws, the Covenants, and all rules and regulations of the Master Association with all amendments thereto, shall be maintained at the principal registered office of the Master Association and copies thereof shall be furnished to any member on request on payment of a reasonable charge therefor.

Section 5.04. **Contracts.** The Master Association board of directors may authorize any officer or officers, or agent or agents of the Master Association, in addition to the officers so authorized by the Covenants and these Master Association Bylaws, to enter into any contract or execute and deliver any instrument in the name of, or on behalf of the Master Association, and such authority may be general or confined to specific instances.

Section 5.05. **Checks, Drafts, etc.** All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Master Association, shall be signed by such officer, or officers, or agents of the Master Association, and in such manner as shall from time to time be determined by resolution of the Master Association board of

directors. In the absence of such determination by such Master Association board of directors, such instruments shall be signed by the treasurer of the Master Association.

Section 5.06. **Deposits.** All funds of the Master Association shall be deposited from time to time to the credit of the Master Association in such banks, trust companies or other depositories as the Master Association board of directors may select.

Section 5.07. **Gifts.** The Master Association board of directors may accept, on behalf of the Master Association, any contribution, gift, bequest or devise for the general purposes, or for any special purpose, of the Master Association.

Section 5.08. **Fiscal Year.** The fiscal year of the Master Association shall be the calendar year.

Section 5.09. **Annual Statements.** Not later than four (4) months after the close of each fiscal year, the Master Association board of directors shall prepare or cause to be prepared a balance sheet showing in reasonable detail the financial condition of the Master Association as of the close of its fiscal year and an income and expense statement showing the results of its operations during its fiscal year. Such statements may, in the discretion of the Master Association board of directors, be audited statements. Upon receipt of written request, the Master Association treasurer promptly shall mail to any member copies of the most recent such balance sheet and income and expense statement on payment of a reasonable charge therefor.

Section 5.10. **Notices.** Each member of the Master Association shall be obligated to furnish to the secretary of the Master Association the address of such member to which any notice or demand to the member under the Covenants or these Master Association Bylaws is to be given, and if no address shall have been designated all such notices and demands shall be mailed or delivered to the registered office of such member.

Section 5.11. **Payment of Taxes on Common Areas and Insurance Premiums.** The Master Association board of directors shall, to the extent funds are available, cause payment to be made, in a timely manner, of all taxes assessed against the Common Areas or Master Association property and of all insurance premiums.

ARTICLE VI

INSURANCE

Section 6.01. **Types of Coverage.** The Master Association shall maintain in effect at all times as a Common Expense the types of insurance coverage required by the Covenants, any workmen's

compensation or other insurance required by law, and such other insurance as the Master Association board of directors may from time to time deem appropriate. Such board of directors shall review the amount and terms of such insurance annually.

Section 6.02. Damage or Destruction to Common Areas. Immediately after the damage or destruction by fire or other casualty to all or any part of the Common Areas covered by insurance written in the name of the Master Association, the Master Association board of directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance, and, in any such event, the Master Association board of directors shall obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction means repairing or restoring the damaged property to substantially the same condition in which it existed prior to the fire or other casualty. The Master Association shall promptly commence and complete the repair and restoration of any portions of the Common Areas damaged by any such fire or other casualty. If the insurance proceeds, if any, for such damage or destruction are not sufficient to defray the cost thereof, and such deficiency cannot be appropriated from a reserve fund as may have been established for such purpose, a special Assessment may be assessed in accordance with the Covenants to provide funds to pay such excess costs of repair or reconstruction. Any such special Assessment shall be levied as set forth in the Covenants, and additional special Assessments may be made at any time during or following the completion of any repair or reconstruction. Any and all sums paid to the Master Association under and by virtue of such special Assessments shall be held by and for the benefit of the Master Association together with the insurance proceeds, if any, for such damage or destruction. Such insurance proceeds and special Assessments shall be disbursed by the Association in payment for such repair or reconstruction as is established by the Master Association board of directors. Any proceeds remaining after defraying such costs shall be retained by and for the benefit of the Master Association. If it is determined by the Master Association board of directors that the damage or destruction for which the insurance proceeds are paid shall not be repaired or reconstructed, such proceeds shall be retained by and for the benefit of the Master Association. If it is determined by the Master Association board of directors that the damage or destruction for which the insurance proceeds are paid shall not be repaired or reconstructed, such proceeds shall be retained by and for the benefit of the Master Association, and the ruins of the Common Areas damaged or destroyed by fire or other casualty shall be cleared and the Common Areas left in a clean, orderly, safe, and sightly condition.

Section 6.03. Condemnation of Common Areas. Whenever all or any part of the Common Areas of the Development shall be taken by any authority having the power of condemnation or eminent

domain, or is conveyed in lieu thereof by the Master Association board of directors, the award made or collected for such taking or sale in lieu thereof shall be payable to the Master Association and shall be disbursed or held as follows:

(a) If the taking or sale in lieu thereof involves a portion of the Common Areas on which Improvements have been constructed, then the Master Association shall restore or replace such Improvements so taken, to the extent practical, on the remaining lands included in the Common Areas which are available therefor, in accordance with plans approved by the Master Association board of directors and the ARC. If the award is not sufficient to defray the cost of such repair and replacement and such deficiency cannot be appropriated from a reserve fund as may have been established for such purpose, a special Assessment may be assessed in accordance with the Covenants, to provide funds to pay such excess costs of repair or reconstruction. Such special Assessment shall be levied as set forth in the Covenants, and additional special Assessments may be made at any time during or following the completion of any repair or reconstruction. If the Master Association board of directors determines that such Improvements are not to be repaired or restored, the award or proceeds shall be retained by and for the benefit of the Master Association to be used as provided in the Covenants.

(b) If the taking or sale in lieu thereof does not involve any Improvements to the Common Areas, or if there are net funds remaining after any such restoration or replacement of such improvements is completed, then such award or net funds shall be retained by and for the benefit of the Master Association.

ARTICLE VII

INDEMNIFICATION

Section 7.01. **Indemnification.** The Master Association shall, to the fullest extent permitted by applicable law, indemnify any person (and the heirs, executors and administrators of such person), who, by reason of the fact that the person is or was a director, officer, employee or agent of the Master Association, or is or was serving at the request of the Master Association as a director, officer, partner, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, was or is a party or is threatened to be made a party to:

(a) any threatened, pending or completed claim, action, suit or proceeding, whether civil, criminal, administrative or investigative, including appeals, (other than an action by or in the right of the Master Association), against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement

actually and reasonably incurred by such person in connection with any such claim, action, suit or proceeding; or

(b) any threatened, pending or completed claim, action, suit or proceeding by or in the right of the Master Association to procure a judgment in its favor, against expenses (including attorney's fees) actually and reasonable incurred by such person in connection with the defense or settlement of such action, suit or proceeding. Any indemnification by the Master Association pursuant hereto shall be made only in the manner and to the extent authorized by the Articles and applicable law, and any such indemnification shall not be deemed exclusive of any other rights to which those seeking indemnification may otherwise be entitled.

Section 7.02. Indemnification Insurance. The Master Association shall have the power and authority to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Master Association or is or was serving at the request of the Master Association as a director, officer, partner, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity or arising out of his or her status as such, whether or not the Master Association would have the power to indemnify him or her against such liability under applicable law.

ARTICLE VIII

GENERAL PROVISIONS

Section 8.01. Waiver of Notice. Whenever any notice is required to be given under any provision of law, the Articles, or these Master Association Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the members of the Master Association, the board of directors of the Master Association or members of a committee of directors need be specified in any written waiver of notice unless otherwise required by these Master Association Bylaws. Attendance of a Master Association director at a meeting of the Master Association board of directors shall constitute a waiver of notice of such meeting, except where any such director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 8.02. Incorporation by Reference. All of the terms, provisions, definitions, covenants and conditions set forth in the Covenants are hereby expressly incorporated herein by

reference as if fully set forth herein. In the event of any conflict or ambiguity between the terms, provisions, definitions, covenants and conditions set forth herein in these Master Association Bylaws and in the Covenants, then the provisions of the Covenants shall at all times control. In the event of any conflict or ambiguity between the terms, provisions, definitions, covenants and conditions set forth herein in these Master Association Bylaws and in the Articles, then the provisions of the Articles, shall at all times control.

Section 8.03. Power of Directors to Amend. The Master Association board of directors shall have the right, power and authority to alter, amend or repeal the Master Association Bylaws or adopt new Master Association Bylaws at any regular or special meeting of the Master Association board of directors. Furthermore, at such time as Developer no longer owns any Lot, Dwelling or any other portion of the Development, or until such earlier date as Developer, in its sole discretion, may otherwise elect, the members of the Master Association, by the affirmative vote of at least two thirds (2/3) of the total votes in the Master Association, may alter, amend, or repeal the Master Association Bylaws or adopt new Master Association Bylaws at any annual meeting or at a special meeting called for such purposes.

Section 8.04. Seal. The Master Association board of directors may, but shall not be obligated to, provide a corporate seal which shall be circular in form and have inscribed thereon the name of the Master Association, the state of incorporation and such other words as the Master Association board of directors may prescribe; provided, however, that the use of the seal of the Master Association on any contract or agreement shall not be required to evidence the validity, authenticity or approval of such contract or agreement.

**FIRST AMENDMENT TO BYLAWS
OF
LIBERTY PARK MASTER OWNERS' ASSOCIATION, INC.**

Article III, Section 3.02 of the Bylaws is deleted and the following is substituted in lieu thereof:

"Section 3.02. Number, Tenure and Qualifications. The number of directors of the Association shall be four (4). Each director shall hold office until his or her successor shall have been elected and qualified. Directors need not be residents of the State of Alabama or Members."

**THIRD AMENDMENT TO BYLAWS
OF
LIBERTY PARK MASTER OWNERS' ASSOCIATION, INC.**

The first sentence of Article II, Section 2.02 of the Bylaws, as amended, is deleted and the following new first sentence to Section 2.02 is substituted in lieu thereof:

The annual meeting of the members shall be held at 8:30 p.m. on the third Tuesday in January each year or such other day as shall be fixed by the Board.

**FOURTH AMENDMENT TO THE BYLAWS OF
LIBERTY PARK MASTER OWNERS' ASSOCIATION, INC.**

Article II, Section 2.02 of the Bylaws, as amended, is hereby deleted and the following is hereby substituted in lieu thereof:

Section 2.02. **Annual Meeting.** The annual meeting of the Members shall be held at 8:30 p.m. on the first Tuesday in March of each year beginning on March 3, 2016, or at such other time or such other day within such month as shall be fixed by the Board. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day. At the annual meeting, the Members shall, subject to the terms of Sections 2.01 and 3.03 of these Bylaws, elect the Board, review the annual budget for the Association as provided in the Covenants and otherwise transact such other business as may come before such meeting. If the election of directors shall not be held on the day designated herein for any annual meeting of the Members or any adjournment thereof, the Board shall cause the election to be held at a special meeting of the Members as soon thereafter as may be convenient.

**FIFTH AMENDMENT TO THE BYLAWS OF
LIBERTY PARK MASTER OWNERS' ASSOCIATION, INC.**

Article II, Section 2.02 of the Bylaws, as amended, is hereby deleted and the following is hereby substituted in lieu thereof:

Section 2.02. **Annual Meeting.** The annual meeting of the Members shall be held at 3:00 p.m. on the second Tuesday in March of each year beginning on March 8, 2016, or at such other time or such other day within such month as shall be fixed by the Board. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day. At the annual meeting, the Members shall, subject to the terms of Sections 2.01 and 3.03 of these Bylaws, elect the Board, review the annual budget for the Association as provided in the Covenants and otherwise transact such other business as may come before such meeting. If the election of directors shall not be held on the day designated herein for any annual meeting of the Members or any adjournment thereof, the Board shall cause the election to be held at a special meeting of the Members as soon thereafter as may be convenient.