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**BYLAWS  
OF  
GRAND RIVER NORTH COMMERCIAL ASSOCIATION,  
INC.**

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GRAND RIVER NORTH COMMERCIAL ASSOCIATION, INC.**

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BYLAWS  
OF  
GRAND RIVER NORTH COMMERCIAL ASSOCIATION, INC.

ARTICLE I

THE NORTH COMMERCIAL ASSOCIATION

**SECTION 1.01 NAME.** The name of this Association shall be "Grand River North Commercial Association, Inc.", an Alabama nonprofit corporation (the "North Commercial Association"), which has been formed pursuant to Articles of Incorporation of Grand River North Commercial Association, Inc. dated as of \_\_\_\_\_, 2009 and recorded in the Office of the Judge of Probate of Jefferson County, Alabama.

**SECTION 1.03 NORTH COMMERCIAL DECLARATION.** The provisions of these Bylaws are expressly subject to the terms and provisions of the Grand River North Commercial Declaration of Covenants, Conditions and Restrictions dated as of \_\_\_\_\_, 2009, which has been or will be recorded in the Office of the Judge of Probate of Jefferson County, Alabama (which, together with all subsequent amendments thereto, is hereinafter referred to as the "North Commercial Declaration"). *Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the North Commercial Declaration.*

**SECTION 1.04 PRINCIPAL OFFICE.** The principal office of the North Commercial Association in the State of Alabama shall be located at 3660 Grandview Parkway, Suite 100, Birmingham, Alabama 35243. The North Commercial Association may have such other offices, either within or without the State of Alabama, as the Board of Directors may designate from time to time.

**SECTION 1.05 REGISTERED OFFICE.** The registered office of the North Commercial 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 North Commercial Association.

ARTICLE II

MEMBERS

**SECTION 2.01 MEMBERSHIP.** Each person who is the Owner of any Lot within the Property shall be a member of the North Commercial Association. Developer shall be deemed a Member, as herein defined, of the North Commercial Association and shall have all voting rights attributable to any Lots owned by Developer. If a Lot is owned by more than one person and if only one of those persons is present at a meeting of the North Commercial Association, that person shall be entitled to cast the vote appertaining to such Lot; provided, however, that if more than one of those persons is present, the vote appertaining thereto shall be cast only in accordance with their unanimous agreement, and, if no unanimous agreement is reached, the vote appurtenant to such Lot shall be suspended. Membership in the North Commercial Association shall be appurtenant to, and may not be separated from, ownership of a Lot; provided, however, that the Owner of any Lot may designate in a written instrument provided to the North Commercial Association one (1) Person who may be a ground lessee of such Owner's Lot or an Occupant of any Building situated on such Owner's Lot who shall have the voting rights attributable to such Owner's Lot. Unless specifically designated in a writing to the North Commercial Association from the Owner of a Lot, no ground lessee or Occupant shall be entitled to any voting rights in the North Commercial Association. The transfer or conveyance of fee title to any Lot (other than by a Mortgage as security for the payment of an obligation), shall automatically include the transfer of all Membership

rights of such Owner in the North Commercial Association with respect to the Lot transferred and conveyed, notwithstanding any failure of the transferor to endorse to its transferee any certificates, assignments or other evidence of such Membership. As used in these Bylaws, the term "Member" shall mean an Owner, as defined in the North Commercial Declaration. **Notwithstanding anything provided herein or in the Articles of Incorporation to the contrary, until the occurrence of the Commercial Turnover Date, Developer shall have the sole and exclusive right to (a) appoint and remove all of the members of the Board of Directors of the North Commercial Association and (b) exercise all voting in the North Commercial Association (except as specifically provided to the contrary in Sections 8.04 and 10.02 of the North Commercial Declaration).** The voting rights of any Member who has violated the North Commercial Declaration or who is in default in the payment of any Commercial Assessments may be limited and suspended in accordance with the provisions of the North Commercial Declaration, these Bylaws or any rules and regulations adopted from time to time by the North Commercial Association.

**SECTION 2.02 ANNUAL MEETING.** The first annual meeting of the Members of the North Commercial Association shall not be held until immediately following the Commercial Turnover Date and, unless otherwise approved by the Board of Directors, all subsequent annual meetings of the Members shall be held on the anniversary date of the Commercial Turnover Date. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day. Subject to the provisions of Section 2.09 below, at each annual meeting, the Members of the North Commercial Association shall, subject to the terms of Sections 2.01 and 3.03 of these Bylaws, elect the Board of Directors of the North Commercial Association and otherwise transact such other business as may come before such meeting. Subject to the provisions of Section 2.09 below, if the election of Directors shall not be held on the day designated herein for any annual meeting of the Members of the North Commercial Association, or any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the Members of the North Commercial Association as soon thereafter as may be convenient.

**SECTION 2.03 SPECIAL MEETINGS.** Subject to the provisions of Section 2.09 below, special meetings of Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called either by the President or the Board of Directors of the North Commercial Association and, after the Commercial Turnover Date, shall be called by the President or Secretary of the North Commercial Association upon the petition of at least thirty percent (30%) or more of the total votes in the North Commercial Association.

**SECTION 2.04 PLACE OF MEETING.** Subject to the provisions of Section 2.09 below, the Board of Directors 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 North Commercial Association in the State of Alabama.

**SECTION 2.05 NOTICE OF MEETING.** Subject to the provisions of Section 2.09 below, written or printed notice (or wireless transmission via facsimile or electronic mail) 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 or persons calling the meeting, to each Member of the North Commercial Association. All notices shall be deemed given or served upon any Member when given as provided in Section 12.15 of the North Commercial Declaration.

**SECTION 2.06 QUORUM.** Subject to the provisions of Sections 2.09 and 2.10 below, with respect to the annual or any special meeting of the Members of the North Commercial Association, a quorum shall be deemed to exist if Members of the North Commercial Association entitled to cast at least thirty percent (30%) of all votes of the North Commercial Association are present, in person or by proxy, at such meeting. If the required quorum is not present, another meeting may be called subject to the same notice requirements but the required quorum at the subsequent meeting shall be the presence, in person or by proxy, of Members entitled to cast at least twenty percent (20%) of the total votes of the North Commercial Association. At such time that a quorum is obtained, the vote of a majority in interest of the Members who are voting, in person or by proxy, at such meeting shall be required to approve any matter submitted to the Members of the North Commercial Association for approval. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of Members therefrom leaving less than a quorum.

**SECTION 2.07 PROXIES.** At all meetings of the Members of the North Commercial Association and in all ballot votes of the Members of the North Commercial Association held pursuant to Section 2.09 below, a Member may vote either in person or by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. Such proxy shall be filed with the Secretary of the North Commercial Association before or at the time of the meeting or at the time of any ballot vote held pursuant to Section 2.09 below. 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 Section 2.01 above, this Section 2.08 and Sections 2.10 and 3.03 below, each Member of the North Commercial Association shall be entitled to that number of votes equal to one hundred (100) multiplied by a fraction the numerator of which shall be the gross acreage of such Owner's Lot and the denominator shall be the gross acreage of all Lots which then comprise the Property. No fractional voting shall be permitted. When more than one person is the Owner of a Lot, the provisions of Section 2.01 of these Bylaws shall be applicable to the exercise of such voting rights. For purposes of the North Commercial Declaration, these Bylaws and the Articles of Incorporation, the vote of a "majority" of the Members of the North Commercial Association (or of the Owners) shall mean the vote of at least fifty-one percent (51%) in interest of the total number of votes entitled to vote in the North Commercial Association which are voted either in person or by proxy at either (a) a duly constituted annual or special meeting of the Members (*i.e.*, an annual or special meeting at which a quorum is present) or (b) a ballot vote held in accordance with the terms and provisions of Section 2.09 hereof; provided, however, that any Member whose voting rights in the North Commercial Association are then currently suspended shall not be (i) entitled to vote on any matters submitted to the Members for approval, (ii) included in any determination as to whether a quorum exists, (iii) included in the determination of whether the minimum number of votes are cast in a ballot vote and (iv) included in the calculation of the total number of votes in the North Commercial Association at the time of any such vote. Unless a greater proportion is specified in the North Commercial Declaration, these Bylaws or the Articles of Incorporation and, subject to the terms and provisions of this Section 2.08 and Sections 2.10 and 3.03 of these Bylaws, any matter which requires the vote of, approval, disapproval or consent of the Members in good standing of the North Commercial Association or of the Owners shall be deemed to have been given if a "majority" in interest of the Members in good standing of the North Commercial Association represented at a duly constituted meeting or at a ballot vote held in accordance with the terms and provisions of Section 2.09 below, either in person or by proxy, affirmatively vote for, approve, disapprove or consent to the same. **Notwithstanding anything provided herein to the contrary, until the occurrence of the Commercial Turnover Date, Developer shall have the sole and exclusive right to exercise all voting rights in the North Commercial Association other than with respect to: (I) any Special Assessments to be made pursuant to Section 8.04 of the North Commercial Declaration which require the consent and approval of a specified number of the Members, in which event such Special Assessment shall be submitted to the Members for approval**

in accordance with the voting requirements of Section 8.04 of the North Commercial Declaration and the provisions of this Section 2.08 and (2) amendments to the North Commercial Declaration which, pursuant to Section 10.02 of the North Commercial Declaration, require the consent or approval of a specified percentage in interest of the Members, in which event such amendment shall be submitted to the Members for approval in accordance with the voting requirements set forth in Section 10.02 of the North Commercial Declaration and the provisions of this Section 2.08. Except for the exclusive voting rights reserved above by Developer, there shall be no cumulative voting by the Members.

#### **SECTION 2.09 BALLOT VOTING IN LIEU OF MEETINGS.**

(a) Notwithstanding anything provided to the contrary in the North Commercial Declaration, the Articles of Incorporation or these Bylaws, any matter which is required or permitted to be approved by the Members of the North Commercial Association, including, without limitation, amendments to the North Commercial Declaration, the Articles of Incorporation and the Bylaws which require any consent or approval of the Members, the election and removal of members of the Board of Directors and the approval of Special Assessments, may, subject to the rights retained and reserved by Developer until the Commercial Turnover Date pursuant to the terms of Sections 2.08 and 3.03 hereof, be submitted to the Members of the North Commercial Association by a ballot vote, without any requirement that either an annual or special meeting of the Members of the North Commercial Association be held, subject to the satisfaction of the following terms and conditions:

(i) Any matters to be submitted to the Members for approval pursuant to a ballot vote shall (1) be set forth on a ballot, the form of which must be approved by the Board of Directors, (2) subject to the provisions of Section 2.10 below, be mailed to all Members of the North Commercial Association (utilizing the notice provisions set forth in Section 5.10 hereof) not less than ten (10) days nor more than fifty (50) days before the date such ballots shall be counted by the Board of Directors and (3) specify that all such ballots must be returned to and received by the North Commercial Association no later than 12:00 p.m. on the date specified on such ballot as the date on which the ballots will be counted by the Board of Directors; and

(ii) Any matter submitted to the Members for approval by ballot vote shall be deemed approved only if (1) at least thirty percent (30%) of the total number of votes in the North Commercial Association entitled to vote on such matter (*i.e.*, Members “in good standing”, as defined in Section 2.10 below) cast ballots with respect to such proposal (regardless of whether such ballots are cast for or against such matter) and (2) a majority of all votes cast in such ballot vote by Members entitled to vote on such matter (*i.e.*, Members “in good standing”, as defined in Section 2.10 below) approve such matter (or such higher percentage of votes as may be required by the North Commercial Declaration).

(b) The ballot voting procedures set forth above may be utilized in lieu of the holding of any annual or special meeting of the Members of the North Commercial Association.

**SECTION 2.10 SUSPENSION OF VOTING RIGHTS.** Any Member who has not timely paid any Commercial Assessments due to the North Commercial Association pursuant to any of the provisions of the North Commercial Declaration shall not be entitled to vote on any matters submitted to the Members for a vote and shall not be included in determining whether a quorum exists or whether the requisite number of Members have voted in a ballot vote. A Member shall be deemed “in good standing” so long as all Commercial Assessments payable by such Member have been paid in full.

### **ARTICLE III**

## BOARD OF DIRECTORS

### SECTION 3.01 GENERAL POWERS.

(a) The business and affairs of the North Commercial Association shall be managed by or under the direction of its Board of Directors (individually a “Director” and collectively, the “Directors”). All actions required or permitted to be taken by the North Commercial Association under the North Commercial Declaration shall be taken by the sole action of the Board of Directors without any requirement that any Owners or Mortgagees consent to or approve of such action.

(b) The North Commercial Association and the Board of Directors are specifically authorized, directed and empowered to exercise all rights set forth in the Master Declaration, including, without limitation, the levy of any and all Master Assessments established pursuant to the terms and provisions of the Master Declaration, the nomination and election of a Development District Representative and any and all other rights granted to the North Commercial Association as a Development Association under the Master Declaration.

### SECTION 3.02 NUMBER, TENURE AND QUALIFICATIONS.

(a) Prior to the Commercial Turnover Date, the number of Directors of the North Commercial Association shall be three (3). From and after the Commercial Turnover Date, the number of Directors of the North Commercial Association shall be five (5). 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 of the North Commercial Association.

(b) Prior to the Commercial Turnover Date, each Director appointed by Developer shall serve at the will and for such term as Developer elects; provided, however, that Developer may, in its sole discretion, remove any Director appointed by Developer at any time, with or without cause, upon written notice to such Director. Each Director shall hold office until his or her successor shall have been elected and qualified.

(c) At the first meeting (or ballot vote) of the Members of the North Commercial Association following the Commercial Turnover Date, the Members shall elect five (5) members of the Board of Directors to serve the following terms: two (2) candidates shall serve three (3) year terms on the Board of Directors, two (2) candidates shall serve two (2) year terms on the Board of Directors and one (1) candidate shall serve a one (1) year term on the Board of Directors. Such candidates shall be nominated pursuant to the provisions of Sections 3.03(b) and 3.03(c) below and shall be elected for the following terms: *(i)* the two (2) candidates receiving the first and second highest number of votes shall each be elected to three (3) year terms, *(ii)* the two (2) candidates receiving the third and fourth highest number of votes shall each be elected to two (2) year terms and *(iii)* the candidate receiving the fifth highest number of votes shall be elected to a one (1) year term. All such elected members of the Board of Directors shall serve until such time as their respective successors have been duly elected. At each subsequent annual meeting of the Members (or any ballot of vote held in lieu of any annual meeting) following the Commercial Turnover Date, the Members shall elect Directors for terms of three (3) years each to fill the position of any expired terms of any Director.

### SECTION 3.03 ELECTION, REMOVAL AND REPLACEMENT OF DIRECTORS.

(a) Until the occurrence of the Commercial Turnover Date, Developer shall have the sole and exclusive right to appoint and remove, with or without cause, all of the members of the Board of Directors of the North Commercial Association. Each member of the Board of Directors appointed by



Developer shall serve at the will and for such term as Developer elects; provided, however, that Developer may, in its sole discretion, remove any member of the Board of Directors at any time, with or without cause, upon written notice to such member of the Board of Directors. In the event of the death or resignation of a member of the Board of Directors at any time prior to the Commercial Turnover Date, then Developer shall appoint a substitute member of the Board of Directors to fill the vacancy of such deceased or resigned member of the Board of Directors.

(b) Immediately prior to the Commercial Turnover Date, the then existing members of the Board of Directors shall appoint a nominating committee consisting only of Members (or Persons who constitute officers, directors, shareholders, partners, members or managers of a Member or who are employees of a Member) of the North Commercial Association. At least ten (10) days prior to the first annual meeting of the Members (or any ballot vote held in lieu of any annual meeting), the nominating committee shall provide written notice to all Members identifying those individuals who have been nominated by such nominating committee as candidates for the five (5) positions on the Board of Directors which will be filled on the Commercial Turnover Date. Each subsequent year after the Commercial Turnover Date, the Board of Directors shall appoint a nominating committee consisting of Members (or Persons who constitute officers, directors, shareholders, partners, members or managers of a Member or who are employees of a Member) of the North Commercial Association which shall, at least ten (10) days prior to the annual meeting of the Members (or any ballot vote held in lieu of any annual meeting), provide written notice to all Members identifying those individuals who have been nominated by such nominating committee as candidates to fill the upcoming vacancies on the Board of Directors at the next annual meeting of the Members (or any ballot vote held in lieu of any annual meeting). The number of candidates proposed to fill upcoming vacancies on the Board of Directors shall be determined by the nominating committee.

(c) At each annual meeting of the Members (or any ballot vote held in lieu of any annual meeting) on or after the Commercial Turnover Date, the Members will have the right to nominate from the floor (or write-in on any ballot) the name(s) of any individuals not nominated by the nominating committee as a candidate for any position on the Board of Directors which will be vacated and filled by the vote of the Members at such annual meeting (or any ballot vote held in lieu of any such annual meeting).

(d) From and after the Commercial Turnover Date, the Members of the North Commercial Association shall elect at each annual meeting of the Members (or in any ballot vote held in lieu of any annual meeting) from and among the individuals nominated pursuant to Sections 3.03(b) or 3.03(c) above the members of the Board of Directors to fill the expired terms of any Director(s).

(e) Following the occurrence of the Commercial Turnover Date, any member of the Board of Directors of the North Commercial Association elected by the Members may be removed, with or without cause, at any time or from time to time by the majority vote of the Members in good standing at an annual or a special meeting (or any ballot vote held in lieu of any annual meeting) of the Members held pursuant to the provisions of Article II hereof. In the event of the death or resignation of a member of the Board of Directors or the removal of any Director pursuant to Section 3.03(f) below at any time after the Commercial Turnover Date, then the remaining members of the Board of Directors shall appoint a substitute Director to fill the vacancy of such deceased or resigned member of the Board of Directors who shall serve for the remainder of the term of such former member of the Board of Directors.

(f) Following the occurrence of the Commercial Turnover Date, any Director who fails to attend three (3) or more consecutive meetings of the Board of Directors may be removed from the Board of Directors by the vote of a majority of the Directors, as defined in Section 3.08 below.

**SECTION 3.04 ANNUAL AND REGULAR MEETINGS.** An annual meeting of the Board of Directors shall be held, without further notice, immediately after, and at the same place as, the annual meeting of the Members of the North Commercial Association; provided, however, that any such annual meeting may be held at any other time or place as determined by a majority of the members of the Board of Directors. The Board of Directors may provide, by resolution, the time and place, either within or without the State of Alabama, for the holding of regular meetings without further notice other than as set forth in such resolution.

**SECTION 3.05 SPECIAL MEETINGS.** Special meetings of the Board of Directors may be called by or at the request of the President, any Vice President or any two (2) Directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place, either within or without the State of Alabama, as the place for holding any special meeting of the Board of Directors called by them.

**SECTION 3.06 NOTICE.** No notice of any annual, regular or special meeting of the Board of Directors shall be given so long as a quorum is present at any such meeting.

**SECTION 3.07 QUORUM.** Subject to the provisions of Section 3.14 below, a majority of the number of Directors fixed by Section 3.02(a) of these Bylaws shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice. If a quorum is present when the meeting is convened, the Directors present may continue to do business until adjournment, taking action by a vote of a majority of the quorum as fixed above present at the beginning of such meeting, notwithstanding the withdrawal of Directors leaving less than a quorum as fixed above, or the refusal of any Director present to vote.

**SECTION 3.08 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 statute, the Articles of Incorporation or these Bylaws. As used herein, the term “majority of the Directors” or “a majority of the number of Directors” or similar terms relating to any action to be taken by the Directors shall mean at least fifty-one percent (51%) of all of those Directors present at a duly convened meeting of the Board of Directors have approved or consented to such proposed action or matter.

**SECTION 3.09 ACTION WITHOUT A MEETING.** Any action required or permitted to be taken by the Board of Directors may be taken without a meeting of the Board of Directors if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors.

**SECTION 3.10 VACANCIES.** Any vacancy occurring in the Board of Directors shall be filled as provided in Section 3.03 above. A Director elected or appointed to fill a vacancy shall be elected to serve for the unexpired term of his predecessor in office.

**SECTION 3.11 COMPENSATION.** By resolution of the Board of Directors, each Director may be paid his or her expenses, if any, of attendance at each meeting of the Board of Directors. No such payment shall preclude any Director from serving the North Commercial Association in any other capacity and receiving compensation therefor.

**SECTION 3.12 COMMITTEES.** The Board of Directors, by resolution adopted by a majority of the Directors, may designate any individual (who need not be a Member (or Persons who constitute officers, directors, shareholders, partners, members or managers of a Member or who are employees of a Member), to serve on one or more committees. No such committee shall have the authority of the Board

of Directors. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Directors. The designation of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors or any Director of any responsibility imposed upon it or such Director by law.

**SECTION 3.13 RESIGNATIONS.** Any Director of the North Commercial Association may resign at any time either by oral tender of resignation at any meeting of the Board of Directors or by giving written notice thereof to the Secretary of the North Commercial 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 Board of Directors or any committee designated thereby may participate in a meeting of such Board 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.

**SECTION 3.15 ARC MEMBERS.** If, pursuant to the terms of the North Commercial Declaration, Developer has relinquished its right to appoint and remove the members of the ARC, then the Board of Directors of the North Commercial Association shall thereafter appoint and remove, with or without cause, all members of the ARC. The persons designated by the Board of Directors to serve on the ARC shall, notwithstanding anything provided in these Bylaws to the contrary, (a) be deemed agents and representatives of the North Commercial Association, (b) need not be Members (or Persons who constitute officers, directors, shareholders, partners, members or managers of a Member or who are employees of a Member) of the North Commercial Association and (c) have no personal liability with respect to either any actions taken by the ARC pursuant to the terms and provisions of the North Commercial Declaration or with respect to any contract or other commitment made by them, in good faith, on behalf of the North Commercial Association with respect to the ARC. The Association shall and does hereby indemnify, defend and agree to forever hold each person designated by the Board of Directors to serve on the ARC harmless from and against any and all liability on account of any (i) contract or commitment entered into by such persons, in good faith, on behalf of the ARC under the North Commercial Declaration, and (ii) other actions undertaken by such persons in furtherance of their respective duties and responsibilities under the North Commercial Declaration.

**SECTION 3.16 MASTER ASSOCIATION REPRESENTATIVE.** As provided in the Master Declaration, the Board of Directors of the North Commercial Association shall have the right to nominate one (1) individual as a candidate to become the Commercial District Development Representative who shall also serve as a "Member" of the Master Association (as defined in the Master Declaration). All Development Associations, as defined in the Master Declaration within the Commercial Districts, as defined in the Master Declaration, shall then have the right to vote on and elect the one (1) Development District Representative for all of the Commercial Districts, as defined in the Master Declaration. The Board of Directors of the North Commercial Association shall have all voting rights granted pursuant to the Master Declaration, including, without limitation, the right to remove from time to time and at any time, with or without cause, the Commercial Development District Representative in accordance with and subject to the terms and provisions of the Master Declaration.

## **ARTICLE IV**

### **OFFICERS**

**SECTION 4.01 PRINCIPAL OFFICERS.** The principal officers of the North Commercial Association shall be elected by the 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 Board of Directors, also include a Chairman of the Board 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 North Commercial Association.

**SECTION 4.02 ELECTION OF PRINCIPAL OFFICERS; TERM OF OFFICE.** The principal officers of the North Commercial Association shall be elected annually by the Board of Directors. Each principal officer shall hold office until his or her successor shall have been duly elected and qualified or until such officer's death or until such officer shall resign or shall have been removed in the manner hereinafter provided. If the Board of Directors shall fail to fill any principal office at an annual meeting of the Board of Directors, 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 the Board of Directors.

**SECTION 4.03 SUBORDINATE OFFICERS, AGENTS AND EMPLOYEES.** In addition to the principal officers, the North Commercial Association may have such other subordinate officers, agents and employees as the Board of Directors may deem advisable each of whom shall hold office for such period and have such authority and perform such duties as the Board of Directors, the Chairman of the Board or the President may from time to time determine. The 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 North Commercial Association.

**SECTION 4.04 DELEGATION OF DUTIES OF OFFICERS.** The Board of Directors may delegate the duties and powers of any officer of the North Commercial Association to any other officer or to any Director for a specified period of time for any reason that the Board of Directors may deem sufficient.

**SECTION 4.05 REMOVAL OF OFFICERS OR AGENTS.** Any officer or agent of the North Commercial Association may be removed by the Board of Directors at any time, either with or without cause, and the 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 may resign at any time by giving written notice of resignation to the Board of Directors, to the 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 Board of Directors, because of death, resignation, removal, disqualification or otherwise, may be filled by the 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 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 Bylaws or by resolution of the Board of Directors.

**SECTION 4.08 CHAIRPERSON OF THE BOARD.** The Chairperson of the Board, who must be a Director, shall preside at all meetings of the Members of the North Commercial Association and of the Board of Directors at which he or she is present. The Chairperson of the Board shall have such other powers and perform such other duties as may be assigned to him from time to time by the Board of Directors.

**SECTION 4.09**PRESIDENT. The President shall, in the absence of the Chairman of the Board, preside at all meetings of the Members of the North Commercial Association at which he or she is present. The President shall be the chief executive officer of the North Commercial Association and, subject to the control of the Board of Directors, shall have general supervision over the business and affairs of the North Commercial 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 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 Board of Directors.

**SECTION 4.10**VICE PRESIDENTS. In the absence or disability of the President or if the office of President be vacant, the Vice Presidents, in the order determined by the Board of Directors, or if no such determination has been made, in the order of their seniority as a Vice President of the North Commercial Association, shall perform the duties and exercise the powers of the President, subject to the right of the Board of Directors at any time to extend or confine such powers and duties or to assign them to others. Any Vice President may have such additional designation in his or her title as the Board of Directors may determine. Each Vice President shall generally assist the President in such manner as the President shall direct. Each 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 Board of Directors or the President.

**SECTION 4.11**SECRETARY. The Secretary shall act as Secretary of all meetings of the Members of the North Commercial Association and of the Board of Directors at which he or she is present, shall record 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 North Commercial Association, and shall have supervision over the care and custody of the records and seal of the North Commercial Association. The Secretary shall be empowered to affix the corporate seal to documents, the execution of which on behalf of the North Commercial Association under its seal is duly authorized, and when so affixed may attest the same. The Secretary shall have all powers and duties usually incident to the office of Secretary, except as specifically limited by a resolution of the Board of Directors, including, without limitation, the right and authority to designate other persons who shall have the right to exercise any of the rights, duties and authority of the Secretary set forth in this Section 4.11. The 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 Board of Directors or the President.

**SECTION 4.12**TREASURER. The Treasurer shall have general supervision over the care and custody of the funds and over the receipts and disbursements of the North Commercial Association and shall cause the funds of the North Commercial Association to be deposited in the name of the North Commercial Association in such banks or other depositories as the Board of Directors may designate. The Treasurer shall have all powers and duties usually incident to the office of Treasurer except as specifically limited by a resolution of the Board of Directors. The 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 Board of Directors or the President.

**SECTION 4.13**SALARIES. The officers of the North Commercial Association shall not be entitled to any salaries or other compensation except for expenses incurred on behalf of the North Commercial Association which shall be reimbursed; provided, however, that members of the ARC may be compensated for their services rendered to the North Commercial Association.

## ARTICLE V

### FISCAL MATTERS AND BOOKS AND RECORDS

**SECTION 5.01 FIDELITY BONDS.** The Board of Directors may require that any contractor or employee of the North Commercial Association handling or responsible for Association funds furnish an adequate fidelity bond. The premium for any such bond shall be paid by the North Commercial Association and shall constitute a Common Expense.

**SECTION 5.02 BOOKS AND RECORDS KEPT BY THE NORTH COMMERCIAL ASSOCIATION.** The North Commercial Association shall keep accurate financial records, including itemized records of all receipts and disbursements, shall keep minutes of the proceeds of all meetings of the Members and of the Board of Directors and committees having any of the authority of the 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 North Commercial Association. The North Commercial Association shall keep at the office of the North Commercial Association a record giving the names and addresses of the Directors and all Members of the North Commercial Association, which shall be furnished by each Member pursuant to Section 5.10 of these Bylaws.

**SECTION 5.03 INSPECTIONS.** The books, records and papers of the North Commercial Association shall, during reasonable business hours, be subject to inspection by any Member or his or her agent or attorney for any proper purpose upon not less than 72 hours prior written notice to the North Commercial Association, which notice shall specify which books, records or papers of the North Commercial Association such Member desires to inspect or review. To the extent the North Commercial Association incurs any costs and expenses, including administration costs, in satisfying any request by a Member to inspect the books, records or papers of the North Commercial Association, then the Member making such request shall pay all such costs and expenses incurred by the North Commercial Association. True and correct copies of the Articles of Incorporation, these Bylaws, the North Commercial Declaration and all rules and regulations of the North Commercial Association with all amendments thereto, shall be maintained at the principal registered offices of the North Commercial Association and copies thereof shall be furnished to any Member on request upon payment by such Member of a reasonable charge therefor.

**SECTION 5.04 CONTRACTS.** The Board of Directors may authorize any officer or officers, or agent or agents of the North Commercial Association, in addition to the officers so authorized by the North Commercial Declaration and these Bylaws, to enter into any contract or execute and deliver any instrument in the name of, or on behalf of the North Commercial 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 North Commercial Association, shall be signed by such officer or officers or agents of the North Commercial Association in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer of the North Commercial Association.

**SECTION 5.06 DEPOSITS.** All funds of the North Commercial Association shall be deposited from time to time to the credit of the North Commercial Association in such banks, trust companies or other depositories as the Board of Directors may select.

**SECTION 5.07 GIFTS.** The Board of Directors may accept and give, on behalf of the North Commercial Association, any contribution, gift, bequest or devise for the general purposes, or for any special purpose, of the North Commercial Association.

**SECTION 5.08 FISCAL YEAR.** The fiscal year of the North Commercial Association shall be the calendar year.

**SECTION 5.09 ANNUAL BUDGETS AND ASSESSMENTS; ANNUAL STATEMENTS.**

(a) The Board of Directors shall determine and approve annually an annual budget covering the estimated Common Expenses for the Property for the upcoming year, such budget to include a capital contribution or reserve account, if necessary, for the capital needs of the North Commercial Association. Such budget shall also include the share of Master Assessments payable by the North Commercial Association pursuant to the terms and provisions of the Master Declaration. The amount set forth in such budget shall constitute the aggregate amount of all Annual Assessments for all of the Property for the then applicable year and each Member shall pay his or her prorata share of the same in accordance with the terms and provisions of the North Commercial Declaration. Furthermore, the Board of Directors shall also have the right, pursuant to Section 8.04 of the North Commercial Declaration, to levy Special Assessments. Furthermore, Individual Assessments may be levied by the North Commercial Association against any Member in accordance with the terms and provisions of Section 8.05 of the North Commercial Declaration.

(b) Not later than four (4) months after the close of each fiscal year, the Board of Directors shall prepare or cause to be prepared a balance sheet showing in reasonable detail the financial condition of the North Commercial 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. Prior to the Commercial Turnover Date, such statements may be unaudited. After the Commercial Turnover Date such statements may, in the discretion of the Board, be audited statements. Upon receipt of written request, the Treasurer shall promptly mail to any Member copies of the most recent such balance sheet and income and expense statement upon payment by such Member of a reasonable charge therefor.

**SECTION 5.10 NOTICES.** Each Member shall be obligated to furnish to the Secretary of the North Commercial Association in writing, the address, if other than the Lot of such Member, to which any notice to such Member (*i.e.*, Owner) under the North Commercial Declaration or these Bylaws is to be given and, if no address other than such Lot shall have been designated in writing, then all such notices and demands shall be mailed or delivered to the Lot of such Member (*i.e.*, Owner). Any Member may, for the purposes of notices hereunder, specify in writing to the North Commercial Association that all notices be submitted to such Member by facsimile transmission or through the Internet utilizing a specific electronic mailbox for that particular Member. All notices required or permitted to be given by the North Commercial Association to any Member under the North Commercial Declaration, these Bylaws or under any other documents or agreements shall be deemed to have been sufficiently given or served upon any Member when given in the manner specified in Section 12.15 of the North Commercial Declaration.

**SECTION 5.11 PAYMENT OF TAXES ON COMMON AREAS AND INSURANCE PREMIUMS.** The 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 North Commercial Association property and of all insurance premiums payable by the North Commercial Association.

**SECTION 5.12 RULES AND REGULATIONS.** The Board of Directors shall have the right, from time to time and at any time, to adopt, amend, modify and repeal rules and regulations regarding the

Property, including, without limitation, rules and regulations governing the use of any of the Common Areas, which rules and regulations shall be binding upon all Members and Occupants.

## ARTICLE VI

### INSURANCE

**SECTION 6.01 TYPES OF COVERAGE.** The North Commercial Association shall maintain in effect at all times as a Common Expense the types of insurance coverage required by the North Commercial Declaration and any other insurance required by law or which the Board of Directors may from time to time deem appropriate. The Board of Directors shall review the amount and terms of such insurance annually.

**SECTION 6.02 INDEMNIFICATION INSURANCE.** The North Commercial 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 North Commercial Association (including any Person appointed by the Board to serve on the ARC or as the Commercial Development District Representative) or is or was serving at the request of the North Commercial Association as a director, officer, partner, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the North Commercial Association would have the power to indemnify him against such liability under applicable law.

## ARTICLE VII

### GENERAL PROVISIONS

**SECTION 7.01 WAIVER OF NOTICE.** Whenever any notice is required to be given under any provision of law, the North Commercial Declaration, the Articles of Incorporation or these 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, the Board of Directors or members of any committees established by the Board of Directors need be specified in any written waiver of notice unless otherwise required by these Bylaws. Attendance of a Director at a meeting of the Board of Directors shall constitute a waiver of notice of such meeting, except where a 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 7.02 INCORPORATION BY REFERENCE.** All of the terms, provisions, definitions, covenants and conditions set forth in the North Commercial Declaration are hereby expressly incorporated herein by reference as if fully set forth herein. In the event of any conflict or ambiguity between the terms, provisions, definitions, covenants and conditions set forth herein in these Bylaws and in the North Commercial Declaration, then the provisions of the North Commercial Declaration shall at all times control.

**SECTION 7.03 AMENDMENTS.** The Board of Directors shall have the sole right, power and authority, without the consent or approval of the Members, to alter, amend or repeal the Bylaws of the North Commercial Association or adopt new bylaws for the North Commercial Association at any regular or special meeting of the Board of Directors; provided, however, that notwithstanding anything provided in this Section 7.03 to the contrary, any amendments to these Bylaws prior to the Commercial Turnover Date must be approved by Developer.



**SECTION 7.04**SEAL. The 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 North Commercial Association, the state of incorporation and such other words as the Board of Directors may prescribe; provided, however, that the use of the seal of the North Commercial Association on any contract or agreement shall not be required to evidence the validity, authenticity or approval of such contract or agreement.