

BY-LAWS

TOWNE LAKE HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAMES, OFFICES AND DEFINITIONS

A. Name: The name of the Association shall be Towne Lake Homeowners Association, Inc., (hereinafter referred to as the "Association").

B. Registered Office: The initial registered office of the Association is 125 Interstate Park Drive, Montgomery, Montgomery County, Alabama 36109 until otherwise relocated.

C. Definitions: The words used in these By-Laws shall have the same meaning as set forth in or compatible with those recorded documents identified as "Declaration of Protective 'Covenants, Conditions and Restrictions - Towne Lake" (said Declaration, as amended, renewed or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), as shown on the recorded residential plats thereof, unless the context shall prohibit such interpretation, and shall otherwise be interpreted in accordance with their common meaning and in light of their context. Wherever the terms "owner", "property owner", "developer" or "Declarant" are used herein, they shall mean both W. S. Newell, Inc. and K&S/G&G Joint Venture, their respective successors and assigns. Declarant Directors shall be those initial Directors named by the Declarant, which Directors shall serve as the Board of Directors until such time as said Declarant may turn over the Association and the election of Directors to the membership of the Association, which shall be within sixty (60) days after the closing of the sale of the last residential lot within Towne Lake that is owned by either party comprising Declarant, unless at an earlier time, prior to full and total development of the entire residential portions of Towne Lake, Declarant deems appropriate.

ARTICLE II

ASSOCIATION: MEMBERSHIP

A. Membership: The Association shall have one (1) class of voting membership. The voting members will be the fee owners of each residential lot within the residential portions of Towne Lake (exclusive of lots owned by the Association). Each said fee owner is subject to the particular Declaration of Protective Covenants, Conditions and Restrictions - Towne Lake as reflected on the recorded plat for the residential portion of Towne Lake which said plat affects. Said members shall have such voting rights and such other rights and responsibilities as are more fully set forth in the Declaration, the terms of which, pertaining to membership, are specifically incorporated herein, by reference, except as further restricted herein or in the Articles of Incorporation for this Association.

ARTICLE III

MEETINGS, QUORUMS, VOTING RIGHTS AND PROXIES

A. Place of Meetings: Meetings of the Association shall be held at such suitable place convenient to the voting members as may be designated by the Board of Directors.

B. Annual Meetings: There shall be no annual meeting of the membership required nor shall any be held until such time as the Declarant/Incorporator, in accordance with the terms and provisions of these By-Laws, the Articles of Incorporation, and the Declaration, turns over to the membership the right to elect a Board of Directors, which Directors shall, when elected, replace the Declarant Directors; provided, however, the Declarant Directors may call an annual membership meeting or special membership meetings prior to the occurrence of said event, if they determine the same to be necessary or appropriate.

The first required meeting of the Association, whether a regular or special meeting, shall be held within sixty (60) days from the date Declarant turns over rights to elect the Board of Directors to the membership, as referred to above. Meetings of the Association shall be of the voting members or their alternates, as provided herein. There shall be an annual meeting at a time and place set by the Board the same shall occur within thirteen (13) months after the initial meeting. Subsequently annual meetings of the voting members shall be held annually, within thirty (30) days of the same day of the same month of each year thereafter, at an hour to be set by the Board. Subject to the foregoing, the annual meetings of the Association shall be held at a date, place and time as set by the Board of Directors.

C. Special Meetings: The President may call special meetings. In addition it shall be the duty of the President to call special meetings of the Association if so directed by resolution of a majority of a quorum of the Board of Directors or, after the Declarant Directors' term has ended, upon a petition signed by voting members representing at least twenty-five percent (25) of the total votes of the Association. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose therefor. No business shall be transacted at a special meeting except as stated in the notice thereof.

D. Notice of Meetings: Written or printed notice stating the place, day, and hour of any meeting of the Association shall be delivered, either personally or by mail, to each voting member entitled to vote at such meeting, not less than ten (10) days nor more than thirty (30) days before the date of such meeting, by or at the direction of the President and/or the Secretary of the Association. If mailed, the notice of such meeting shall be deemed to be delivered when deposited in the United States Mail addressed to the voting member at his address as it last appeared on the records of the Association, with postage thereon prepaid.

E. Waiver of Notice: Waiver of notice of meetings of the Association shall be deemed the equivalent of proper notice. Any voting member may, in writing, waive notice of any

meeting of the voting members, before or after such meeting. Attendance at a regular or special meeting by a voting member shall be deemed a waiver by such member, of notice of the time, date and place thereof, unless such voting member specifically objects to the lack of proper notice at the time said meeting is called to order.

F. Adjournment of Meetings: If any meeting of the Association cannot be held because a quorum is not present, a majority of the voting members who are present at such meeting, either in person or by their official alternate, may adjourn the meeting to a time not less than ten (10) nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for the adjourned meeting is not fixed by those in attendance at the original meeting, or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to the voting members in the manner prescribed for notice for regular meetings.

The voting members present at a duly called or held meeting at which a quorum is present, may continue to do business until adjournment, notwithstanding the withdrawal of enough voting members to result in less than a quorum being present, provided that at least twenty percent (20) of the total votes of the Association remain present, in person, and provided further that any action taken shall be approved by at least a majority of the voting members required to constitute a quorum.

G. Voting: The voting and membership rights of the members shall be set forth in the Declaration, and such voting and membership rights provisions are specifically incorporated herein as though fully and completely set out. Fee ownership of a residential lot entitles the owner thereof to the rights of one voting membership. In the event a lot is owned by multiple owners, said multiple ownership shall only be entitled to participate in or vote once on any questions considered and acted upon at any meeting, in which case, the voting member shall be designated by the various owners. In the absence of such designation, the first owner who shall register as representing such lot shall be recognized as the designated representative.

H. Proxies: Voting members may not vote by proxy and may only vote in person, but, a voting member may name his or her spouse or another co-owner of the property as his or her alternate voting member, in the event the voting member is not present at a meeting. Each member may name his or her official alternate, which can only be the spouse of or the co-owner with said voting member and same shall be reflected on the official records of the Association. -

I. Majority: As used in these By-Laws, the term "Majority" shall mean that number of votes, lot owners, or official alternates as the context may indicate, totaling more than fifty percent (50%) of the total number of votes of qualified membership, attending said meeting wherein a vote is taken, so long as a quorum is present originally and so long as other provisions of these By-Laws are adhered to.

J. Quorum: Except as otherwise provided in these By-Laws or in the Declaration, the presence, in person or by official alternate, of voting members representing one-fifth (1/5) of the Association shall constitute a quorum at all meetings of the Association. However, until such time as the Declarant Directors are replaced by elected Directors, then no action may be taken by the membership of the Association without the presence of a representative of the Declarant, its successors or assigns, and without the approval of said representative. For so long as Declarant, its successors or assigns is the owner of any lot within the total property, and until sixty (60) days after the sale of the last lot in Towne Lake that is owned by either party Declarant, or until the Declarant otherwise voluntarily terminates its rights hereunder, then Declarant shall be given written notice of all meetings and proposed actions of the Association. Such notice must be actually delivered to the Declarant and such delivery may be provided either by an appropriately endorsed return receipt request from a certified mail delivery or by personal delivery at the address the Declarant has registered with the Secretary of the Association. No other form of notice, including first class mail will be adequate unless there is specific proof of delivery of same to Declarant. Declarant or its designated representative shall be given the opportunity, at any such meeting, to join in discussion from the floor, of any prospective action, policy or program to be implemented by the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein. The Declarant is specifically given the right and privilege to be represented by a designated representative at any meeting.

K. Conduct of Meetings: The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meetings and record in a minute book all resolutions adopted at said meetings, as well as recording of all other business transactions occurring thereat.

L. Actions Without a Meeting: Any action required by law to be taken at a meeting of the Association, or any action which may be taken at a meeting of the Association, may be taken without an official meeting if a consent, in writing, setting forth the action so taken shall be signed by all of the voting members entitled to vote with respect to the subject matter thereof, and such consent shall have the same force and effect as a unanimous vote of the Association.

ARTICLE IV

BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS

A Composition and Selection: The affairs of the Association shall be governed by a Board of Directors. Directors, except for Declarant Directors, including Declarant's original appointees or their replacements, must be lot owners within Towne Lake and members of the Association, provided, however, no person and his or her spouse may serve on the Board at the same time, and except that until such time as the Declarant's rights and membership in the Association has terminated, in accordance with other provisions of this document, the Declaration, and the Articles of Incorporation of the Association, then the Declarant will have the sole right to elect, reelect or remove the

Directors of the Association, and there shall be no necessity of a meeting of the membership for these purposes.

B. Number of Directors: The number of Directors of the Association who shall be elected or appointed, as the case may be, shall initially be six (6). The initial Directors shall be elected by the Declarant acting in their sole discretion and shall serve at the pleasure of the Declarant. The Declarant shall have the right to appoint the Board of Directors until no later than sixty (60) days after the closing of the sale of the last residential lot within Towne Lake that is owned by either party comprising Declarant or at such earlier time as Declarant may voluntarily turn over these rights to the voting members. Declarant Directors need not be lot owners, residents, or members of the Association but all other elected Directors must be members of the Association, after the Declarant's rights in the Association. The Board of Directors of the Association may, by resolution of a majority of the existing Directors, change the number of Directors from time to time.

C. Nomination of Directors: Except with respect to Directors elected by Declarant, nominations for election to the Board of Directors shall be made by any voting member and shall be made to the President and/or to the Secretary of the Association at least ten (10) days prior to the annual meeting where said Directors are to be elected, or ten (10) days prior to any special meeting where a Director is to be elected to fill a vacancy on said Board. Nominations shall not be permitted from the floor, at any meeting. Any candidate for Director may have access to the mailing list of the Association for the purpose of communicating his or her qualifications to voting members and to solicit their votes, upon request for same to the Secretary of the Association.

D. Election and Term of Office: The term of office of each elected Director shall be three (3) years, except that two original elected Directors shall be elected for one, two, and three year staggered terms respectively, and thereafter at each annual meeting, one (1) (or two (2) as the case may be), Director will be elected to serve a full three-year term thus allowing continuity On the Board of Directors with there always being two (2) Directors who have served a term of at least two (2) prior years and two (2) Directors who have served a term of at least one prior year, in addition to the newly elected Directors. No Director shall serve more than two (2) successive terms, except that the six (6) initial Directors elected to a one-year term and a two-year term respectively, may serve two additional successive three-year terms. A Director's term shall automatically be terminated and the office of Director vacated upon the death of a Director, upon said Director selling his or her lot or otherwise ceasing to be a lot owner and thus a member of the Association, or upon voluntary resignation by a Director, or upon said Director becoming delinquent in the payment of any assessment or indebtedness to the Association. In which case, that vacancy shall be filled by election at a specially called meeting of the membership, at the next special meeting of the membership, or at the next regular annual meeting of the membership, in the direction of the President or the Board.

E. Removal of Directors: Directors (other than Declarant Directors) may be removed for cause or without cause. Any Director whose removal is sought will be given notice

prior to any meeting called for that purpose or prior to a meeting where such action is contemplated to be taken. Such Director (other than the Declarant Directors) may be removed from office by a majority vote of the voting members voting at a meeting where a quorum has been declared present, in the same manner as any other legal action of the Association is taken.

Any Director elected to fill a vacancy is elected and shall serve only the remainder of the unexpired term of the predecessor Director whose term is being filled, unless otherwise elected or reelected to an additional term.

F. Organizational Meeting: The first meeting of the original elected Board of Directors shall be held within ten (10) days after the meeting at which said original elected Directors were elected, at such time and place as shall be fixed by the Board.

G. Regular Meetings: Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) meeting being held per quarter. Notice of the time and place of the meetings shall be communicated to the Directors not less than seven (7) days prior to these meetings, provided, however, that notice of such meetings need not be given to any Director who has signed a waiver of notice or a written consent to the holding of said meeting, provided, however, if a meeting is scheduled by the Board at a prior Board meeting, then no formal notice of said meeting shall be required.

H. Special Meetings: Special meetings of the Board of Directors may be held when called by written notice signed by the President or by a majority of the Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. Such notice shall be given to each Director at least forty-eight (48) hours prior to said special meeting and may be given by either of the following methods:

- (a) personal delivery;
- (b) telephone communication, directly and in person to the Director; or
- (c) telegram, with charges thereon prepaid.

All such notice, if not in person, shall be given at the Director's address shown on the records of the Association. All such notices must be given in such fashion as to be delivered at least forty-eight (48) hours before the time set for the meeting.

I. Waiver of Notice: Any regular or special meeting of the Directors and action taken thereat shall be valid so long as properly held and notice properly given or so long as either before or after said meeting each Director signs a written waiver of notice or a consent to the holding of said meeting or an approval of the minutes of said meeting. The waiver of notice or consent need not specify the purpose of said meeting. Notice of a meeting shall also be deemed to be given to any Director who attends said meeting and who fails to protest lack of notice at the commencement of said meeting.

J. Quorum of Directors: At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, provided that at least three (3) of Declarant's Directors must be in attendance at all Directors meetings, until such time as they are replaced by elected Directors, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute a proper decision of the Board. If a quorum is initially present, the meeting may continue to transact business regardless of the withdrawal of a member, so long as any action taken is approved by at least a majority of the required quorum for that meeting. The chairman of the Board shall have a vote on all questions before the Board.

K. Adjourned Meetings: If any meeting of the Board cannot be held because a quorum is not present, a majority of the members of the Board who are present may adjourn the meeting to a time not less than three (3) nor more than thirty (30) days from the time such meeting was originally called. At such adjourned meeting, so long as a quorum is present, any business may be transacted that could have been transacted at the original meeting.

L. Compensation: No Director shall receive any compensation from the Association as a Director unless approved by a majority vote of voting members representing at least fifty-one percent (51%) of the total membership of the Association, taken at a regular or special meeting of the Association.

M. Conduct of Meeting: The President shall preside over all meetings of the Board of Directors and the Secretary shall keep a minute book of the meetings, recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meeting.

N. Actions Without Formal Meeting: Any action of the Directors may be taken without a formal meeting if a consent, in writing, setting forth the action so taken, shall be signed by all of the Directors and such consent shall have the same force and effect as a unanimous vote.

O. Powers of Board: The Board of Directors shall be responsible for the affairs of the Association and shall have all the powers and duties necessary for the administration of the Association's affairs and may do all acts not otherwise prohibited by law or by the Declaration, Articles of Incorporation or By-Laws of the Association. In particular, the Board shall have power and authority to contract with third parties to provide maintenance and repair to the common areas which are or will be managed and controlled by the Association and shall have the power and authority to contract for insurance coverage on behalf of the Association to protect the Association and the lot owners from liability regarding said common areas, if they deem such to be advisable.

P. Bookkeeping, Accounts and Reports: Through the Treasurer of the Association, the Board will see to it that the bookkeeping, accounts and reports of the Association are appropriately and accurately handled. No remuneration will be paid for bookkeeping or accounting services unless approved by a vote of the membership of the Association, Accrual accounting as defined by GAAP, shall be employed, Accounting and control

should conform with established AICPA guidelines and principles, which require, without limitation, a segregation of accounting duties, disbursements by check requiring at least two signatures, and cash disbursements being limited to Twenty-Five Dollars (\$25.00) or less. Cash accounts of the Association shall not be commingled with other accounts. Quarterly financial reports should be prepared for each regular Board meeting, including both income statements and expense statements, which statements shall be available for review by any member at any reasonable time upon request to the President or the Treasurer of the Association. An annual statement reflecting the financial condition of the Association in all material respects shall be completed annually within sixty (60) days following the end of the Association's fiscal year and shall be distributed to each Association member within thirty (30) days thereafter.

Q. Maintenance, Repair, Restoration: The Board of Directors shall have the power to borrow money for the purpose of repair, restoration or maintenance to the common areas and facilities without direct approval of the membership provided, however, that membership approval must be had if the total amount to be borrowed exceeds or would exceed ten percent (10) of the budgeted gross expense for the Association for that fiscal year,

R. Hearing Procedure: The Board shall not impose a fine or suspend the voting rights of any member unless and until the following procedure is followed:

(a) A written demand is made to the member to cease and desist from the alleged violation, which demand shall be served upon alleged violating member stating the alleged violation, the action required to abate the violation and the time period which shall not be less than ten (10) days during which the violation must be abated without further sanction, if such violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of a sanction after notice and hearing if the violation is not of a continuing nature.

(b) Notice of hearing at any time within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty or if the same rule is subsequently violated, the Board shall serve the violator with written notice of a hearing to be held by the Board in executive session. This notice shall contain the nature of the violation, the date, time and place of the hearing, which time shall be not less than ten (10) days from the date the notice is given, an invitation to attend the hearing and present any statement, evidence, or witnesses on behalf of the alleged violator, and the proposed sanctions to be imposed.

(c) The hearing shall be held by the Board in executive session pursuant to the notice, and the member shall be afforded a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the Board member, officer of the Association, or an agent of same who delivered such notice. The notice requirement shall be deemed satisfied if the

alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction imposed, if any.

(d) Following the hearing and the ruling of the Board, the alleged violator shall have the right to request a rehearing if further facts or evidence are determined to be available for presentation which were not presented at the original hearing. Other than reconsideration, there will be no appeal from the original Board action. Reconsideration will be discretionary by the Board and if the Board does not act within thirty (30) days after a request for reconsideration, then the reconsideration will be deemed to have been denied. In the event reconsideration is allowed the Board will notify the alleged violator who has requested such reconsideration of the date, time and place of the reconsideration hearing, which time shall not be less than ten (10) days from the date said notice is given.

ARTICLE V

OFFICERS

A. Officers: The officers of the Association shall be a President, a Secretary, and a Treasurer and will be elected by the Board. The President will also automatically be the Chairman of the Board and the Secretary will automatically be Secretary of the Board. The Board may elect such other officers as it may deem desirable and the officers will have such powers and authorities as are delegated to them by the Board. Any two (2) or more offices may be held by the same person excepting the offices of President and Secretary.

B. Election. Term of Office. and Vacancies: The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the voting members. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the respective term.

C. Removal: Any officer may be removed by the Board of Directors whenever, in the judgment of the Board, it is in the best interest of the Association.

D. Powers and Duties: The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, unless otherwise limited or restricted by the Board, as well as such powers and duties as the Board may delegate to them. The Treasurer shall have the primary responsibility for preparation of the budget, financial statements, and tax returns.

E. Resignation: Any officer may resign at any time by notifying the Board of Directors, the President or the Secretary. Such resignation shall take effect either on the date stated or on the receipt of such notice whichever is later, and unless otherwise required, the acceptance of such resignation shall not be necessary to make it effective.

F. Agreements, Contracts, Deeds, Leases, and Checks Etc.: All agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by at least two (2) officers or by the President and a Board member or designee of the Board.

ARTICLE VI

COMMITTEES

A. General: The Board may appoint committees to perform such tasks and to serve for such periods of time as the Board may designate. Committees shall be set up by resolution passed by the Board at a Board meeting and the powers, duties and operational parameters of the committees shall be stated within each appointing resolution.

B. Architectural Review Committee: There will be an Architectural Review Committee ("Committee") whose primary function will be to supervise, monitor and insure compliance with the protective covenants of Towne Lake by all persons owning lots within Towne Lake or by any and all persons who reside within Towne Lake or who are carrying on any type construction or other activities within the Towne Lake. The original membership of the Committee shall be established by the Declarant Directors and shall serve at the pleasure of the Declarant Directors, and may be replaced from time to time by Declarant Directors. At such time as the Declarant turns over the Association and the election of Directors to the membership, the Board of Directors will select the membership of the Committee and will establish the number of members and the terms thereof. The Board of Directors of the Association will also be responsible to approve rules, regulations and procedures which the Committee might establish for its operations. Members of the Architectural Review Committee shall be entitled to the same indemnification rights and all of the provisions of Article VI E. of the Articles of Incorporation shall apply and be available to each member of the Architectural Review Committee.

ARTICLE VII

MISCELLANEOUS

A. Fiscal Year: The initial fiscal year of the Association and any changes therein shall be set by resolution of the Board of Directors.

B. Parliamentary Rules: Except as may be modified by Board resolution establishing modified procedures, Robert's Rules of Order (current edition) shall govern the conduct of the Association's meetings when not in conflict with Alabama law, the Articles of Incorporation, the Declaration, or these By-Laws.

C. Conflicts of Law: If there are any conflicts or inconsistencies between the provisions of Alabama law, the Articles of Incorporation, the Declaration, and these By-Laws, then the provisions of Alabama law, the Declaration, the Articles of Incorporation, and these By-Laws (in this order) shall prevail.

D. Books and Records: The Declaration, Articles of Incorporation, By-Laws, membership roster, books of account, minutes of meetings of the Association, the Board and committees thereof, and any other legal documents of the Association shall be made available for inspection and copying by any mortgagee, any member of the Association, or by his or her duly appointed representative, at reasonable times and for purposes reasonably related to interests of the requesting party, at the office of the Association or at such other place as the Board shall prescribe. The Board may establish reasonable rules for the inspection of such documents, the copying of such documents and the usage of such documents, but in no event will the membership roster be made available to any individual for commercial purposes. Every Director shall have the absolute right, at any reasonable time, to inspect and/or copy any of said documents.

E. Notices: Unless otherwise provided in these By-Laws, all notices, demands, bills, statements, or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by first class mail with postage prepaid.

(1) If to a member, at the address to which the member has designated in writing and filed with the Secretary or, if no such address has been designated, at his or her lot address; or

(2) If to the Association, the Board of Directors, or the President, then at the principal office of the Association, if any, or at such other address as shall be designated for said entities or individuals on the records of the Association.

F. Amendment to By-Laws: These By-Laws may be amended by proper action of the Board of Directors, as long as all legal requirements are complied with, however, the percentage of votes necessary to amend any specific clause or provision hereof shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. So long as Declarant shall have the right to appoint Declarant's Directors to operate the affairs of the Association, the membership shall not have any right to amend these By-Laws.

G. Indemnification: All of the provisions of Article VI E. of the Articles of the Association are made a part hereof and incorporated herein by reference as if more fully set forth at length.

These By-Laws were adopted on the 26th day of September, 1991.

ATTEST:

TOWNE LAKE HOMEOWNERS

ASSOCIATION, INC.

Sam Newell,
Secretary

BY: George T. Goodwyn, President

Exhibit "A"

AMENDMENT NO.1 TO BY-LAWS

TOWNE LAKE HOMEOWNERS ASSOCIATION, Inc.

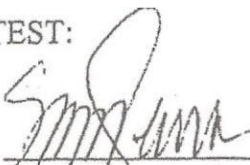
The By-Laws of the Association are amended by adding the following as Section M. to Article III of the By-Laws:

M. Voting in Accordance with the Malmer, Procedure and Times Established by the Board of Directors: Notwithstanding anything contained to the contrary in these By-Laws, the Board of Directors may prescribe the manner, procedure and times for voting by members of the Association, whether such voting is to occur at or in connection with any annual, special or other meeting of the Association, and whether the time, place and manner of voting is established to occur prior to the commencement of any meeting of the membership so called and/or in connection with or at such meeting. For purposes of these By-Laws, any vote so cast by any voting member pursuant to any manner, procedure and/or time established by the Board for voting shall be deemed the presence in person by the voting member so voting, all with the same full force and effect as if the vote had been cast in person by the voting member and such person had been present at the meeting of the Association for the purpose of determining whether a quorum is present and for the purpose for which said vote is so taken. In the event of a conflict between any of the provisions of this Section M. of Article III and any other provisions of these By-Laws to the contrary, the provisions hereof shall prevail.

IN WITNESS WHEREOF, the undersigned, President and Secretary of the Towne Lake Homeowners Association, Inc., have hereunto set their hands and seals this _____ day of March 1996.

ASSOCIATION, INC. TOWNE LAKE HOMEOWNERS

ATTEST:


Newell, Secretary

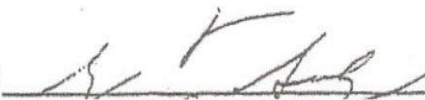
BY: 

EXHIBIT "B"

AMENDMENT NO.2 TO By-LAWS

OF

TOWNE LAKE HOMEOWNERS ASSOCIATION, INC.

The By-Laws of the Association are amended by adding the following as Section M. to Article III of the By-Laws

N. The following changes in the By-Laws will apply to all Board Member Elections and all other issues to be voted on at all regular and Special Meetings called by the Board.


Any member owing money to the Association will not be permitted to vote in the election of Board Members or any issue pertaining to Association business.

In the event of a conflict between any of the provisions of this Section N. of Article III and any other provision of these By-Laws to the contrary, the provision hereof shall prevail.

IN WITNESS WHEREOF, the undersigned, President and Secretary of the Towne Lake Homeowners Association, Inc., have hereunto set their hands this ___ day of _____ 1996.

1.
Attest:

TOWNE LAKE
HOMEOWNERS
ASSOCIATION, INC.


Ken Greenwood, Secretary

Walter O. Holt, President

EXHIBIT"C"

AMENDMENT NO.3 TO By-LAWS

TOWNE LAKE. HOMEOWNERS ASSOCIATION, INC.

The By-Laws of the Association are amended by adding the following as Section H. to Article VI of the By-Laws.

H. At a Special Meeting of the Towne Lake Homeowners Association August 26, 1996, the following motion was approved by the Membership.

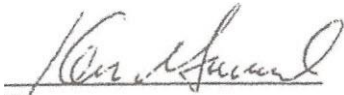
All Association dues increases must be approved by majority vote of the Membership at a regular or Special Meeting called by the Board of Directors providing a Quorum is present

In the event of a conflict between any of the provisions of this Section H. of Article VI and any other provision of these By-Laws to the contrary, the provision hereof shall prevail.

IN WITNESS WHEREOF, the undersigned, President and Secretary of the Towne Lake Homeowners Association, Inc. have hereunto set their hands this ____ day of ____ 1996.

Attest:

Sam Greenwood,
Secretary


KE

TOWNE LAKE
HOMEOWNERS
ASSOCIATION, INC.

Walter D, Holt, President

EXHIBIT "D"

AMENDMENT NO.4 TO BY-LAWS

TOWNE LAKE HOMEOWNERS ASSOCIATION. INC.

The By-Laws of the Association are amended by adding the following as Section I. to Article VI of the By-Laws:

I. At a Special Meeting of the Towne Lake Homeowners Association August 26", 1996, the following motion was approved by the Membership.

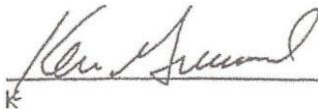
All changes in the Towne Lake Homeowners Association By-Laws must be approved by a majority vote (51) of the Membership at a regular or Special Meeting called by the Board of Directors providing a quorum is present.

In the event of a conflict between any of the provisions of this Section I. of Article VI and any other provision of these By-Laws to the contrary, the provision hereof shall prevail.

IN WITNESS WHEREOF, the undersigned, President and Secretary
set their hands this ____ Day of ____, 1996.

Attest:

Ken Greenwood. Secretary



A handwritten signature in cursive script, appearing to read "Ken Greenwood", is written over a horizontal line. A small arrow points to the start of the line.

TOWNE LAKE HOMEOWNERS
ASSOCIATION, INC

BY:

Walter O. Holt, President

2.
5.

Exhibit "E"

AMENDMENT NO. 5 TO THE BY-LAWS

TOWNE LAKE HOMEOWNERS ASSOCIATION, INC.

Adding the following as Section " O" amends the By-laws of the Association
To Article VII

"O". The following changes in the By-Laws will apply to the Covenant violations as well as to the Architectural Guidelines set for by the Architectural Review Committee.

Any member of the HOA who has been previously warned, by written notice, for Violation of the Restrictive Covenants or ARC guidelines will be assessed a fine of \$100.00 and a continuation of the violation will result in an assessment of \$100.00 for each additional occurrence, thereafter. Notification of the Assessment will be sent by registered mail.

Any assessment is payable within 30 days, from the receipt of the notification, to the HOA. After 90 days of non-payment the outstanding balance will be turned over to an Attorney for collection and the Homeowner will be responsible for filing fees, court cost, including reasonable Attorney fees, and any interest due the Association. Any member who is in violation of the Restrictive Covenants and fails to correct per the HOA board agreement will be responsible for all legal expenses incurred to correct the Covenant violation.

IN WITNESS WHEREOF, THE UNDERSIGNED, President and Secretary of Towne Lake Homeowners Association, Inc., have hereunto set their hands this 26th day of July 2006

ATTEST:

TOWNE LAKE HOMEOWNERS
ASSOCIATION, INC

Alice Vaughn,
Secretary

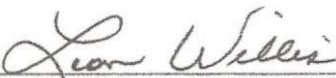
By: 
Leon Willis, President

Exhibit "F"

Amendment No.6 to the By-Laws

Towne Lake Homeowners Association, Inc.

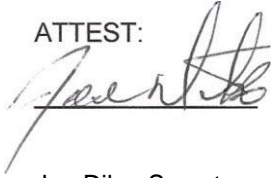
The By-Laws of the Association are amended by adding the following as Section R subparagraph (e) to Article IV of the By-Laws:

(e) Any costs of a hearing, including security or legal which the board determines to be necessary for the effective conduct of the hearing, may be assessed against the violator in addition to the fines allowed herein.

IN WITNESS WHEREOF, the undersigned, President and Secretary of the Towne Lake Homeowners Association, Inc. have hereunto set their hand and seals this 12th day of January, 2017

3.

ATTEST:



Joe Dike, Secretary



Robert A. Frye, President

Exhibit "G"

Amendment No. 7 to the By-Laws

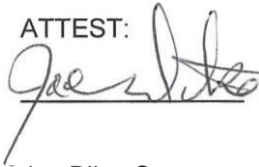
Towne Lake Homeowners Association, Inc.

The By-Laws of the Association are amended by replacing the last sentence of Section D to Article IV of the By-Laws to read as follows:

A vacancy in the board of Directors may be filled by appointment by the board of directors. The appointment will only last until the next annual meeting of the membership at which time the appointee will be required to be elected to a 3 year term if they are to continue serving on the board.

IN WITNESS WHEREOF, the undersigned, President and Secretary of the Towne Lake Homeowners Association, Inc. have hereunto set their hand and seals this 12th day of January, 2017

ATTEST:



Joe Dike, Secretary



Robert Frye, President