

**BY-LAWS
FOR THE GOVERNMENT OF THE
ALABAMA APARTMENT ASSOCIATION, INC.**

ARTICLE I - NAME AND STATUS

- 1.01 The name of this organization is The Alabama Apartment Association, Inc. (the Association) until such time as it is formally amended by the appropriate Resolution.

ARTICLE II - PURPOSE

- 2.1 The purposes for which the Association is organized are to carry on the following, but not limited to: charitable, benevolent, educational, legislative and civic purposes,
- (a) To serve as an educational organization of persons, firms, partnerships, Associations, and other entities concerned with the ownership, construction, management, maintenance and operation of multi-family and resident housing and to advance the general welfare of the multihousing industry in the State of Alabama.
 - (b) To function as an affiliated State Association of the National Apartment Association.
 - (c) To promote and assist in the enactment and enforcement of beneficial Local, State, and Federal laws pertaining to the multi-housing industry and to otherwise promote and encourage better methods and practices in the industry.
 - (d) To organize, produce, conduct, manage and operate educational schools, facilities, seminars, classes, lectures, and other such educational forums, in or about the vicinity of Alabama, from time to time for the benefit of the association members and the multihousing industry.
 - (e) To defray the cost of study, education, research or development, carried on by qualified persons, whether or not they are employed by or otherwise connected with, or are conducting such study or research under the auspices of an organized body or institution.
 - (f) To assist qualified persons in the matter of their further education and professional development, to engage in, conduct and to carry on the purpose of collecting and disseminating information and data concerning the ownership, construction, management, maintenance, and the operation of the multihousing industry, and all things incidental

thereto, and to provide such educational services pertaining to the same as will enhance the standards of the multihousing industry.

- (g) To support and promote the education of all persons, companies, Associations, and all other forms or entities, connected or related to, the multihousing industry, through classes, schools, seminars, and all other forms of educational programs, and to do all things necessary for and among all parties and institutions within the multihousing industry.
- (h) To research, develop, publish and disseminate information and data to the multifamily housing industry.
- (i) To accept, hold, administer, invest, reinvest, sell, disburse, or otherwise dispose of, for such purposes, such funds and other properties, in whatever form they may take, as may from time to time be received by the Association by gift, devise, bequest, donation, or otherwise, from any person, persons, Associations or other entities.
- (j) The Association may own, rent or lease and pay for the cost of operation of any premises, machinery, equipment or other property, personal, real or otherwise, being devoted exclusively to the purposes and uses, or used as administrative offices for the Association, and may pay salaries or other compensation to qualified persons employed, or otherwise engaged in connection with operation of the Association.
- (k) No part of the net earnings of the Association shall inure to the benefit of any member, director, trustee, or officer of the Association, or any private individual (except that reasonable compensation may be paid for services rendered to or for the Association affecting one or more of its purposes), and no member, director, trustee, or officer of the Association, or any private individual shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Association.
- (l) In general, and subject to limitations and conditions as are or may be prescribed by law, to exercise such other powers which now or hereafter may be conferred by as upon an Association organized for the purposes herein-above set forth or are necessary or incidental to, the powers so conferred or conducive to the attainment of the purposes of the Association. Subject to the further limitation and condition that only such powers shall be exercised, as are in the furtherance of the exempt purposes of the organization, set forth in Section 501(c)(6) of the Internal Revenue Code of 1954, as it now exists, or as it may hereafter be amended.
- (m) To have and exercise all of the powers conferred by the laws of the State of Alabama upon Associations formed under the (State) Nonprofit Association Act, as amended.

ARTICLE III-OFFICES

- 3.1 **Principal Office.** The principal office of the Association shall be in Birmingham, Alabama, as shall be established from time to time by the Board of Directors. The Association may maintain other offices at such places within Alabama as the Board of Directors may from time to time appoint, or as the affairs of the Association may require.
- 3.2 **Registered Agent and Office.** The registered office of the Association shall be 5000 Grantswood Road, Suite 240, Birmingham, AL 35210. Notwithstanding any other provision in these by-laws to the contrary however, such registered office and agent may be changed by resolution by the Board of Directors.

ARTICLE IV-MEMBERS

- 4.1 The Association shall not have shares of stock of any class and shall not be owned by any person or persons, trust or Association. The Association shall have only those types and classes of members provided for in the Article.
- 4.2 **Affiliated Local Apartment Associations:**
- Local Apartment Associations domiciled within the State of Alabama are eligible to become affiliated with the Association provided they have established a charter with, are affiliated with, and pay membership dues to the National Apartment Association and further provided that they apply to the Association to be an affiliate of the Association agree to uphold and abide by the By Laws of the Association, and agree to pay dues to the Association on behalf of each of their members. The form of the application for affiliation with the Association shall be as may be set out from time to time by the Board of Directors. No local apartment association shall become an affiliate nor have any representation or voting rights on the Board of Directors prior to making application to the Association, acceptance by the Board of Directors, and receipt of payment of the first year's dues for all of its members.
- 4.3 **Territorial Jurisdiction:** Territorial jurisdiction of each Affiliated Local Association shall be defined by cities, counties or parts thereof, as defined by the attached map of Alabama, that is attached hereto as Exhibit A.

- 4.4 **Classifications of Membership:** Membership is open to any person, firm, partnership, corporation, or other entity interested in the multifamily residential industry who is a member of an affiliated local apartment association. Membership shall be divided into the following classifications:
- (a) **Regular Members:** This classification shall include all members who are owners of multifamily residential properties, management companies managing such properties, or officers, employees or designated representatives of such owners or management companies.
 - (b) **Associate Members:** This classification shall include any person, firm, partnership, Association, or other entity interested in and providing services to the multifamily residential industry who does not qualify as a Regular Member, or who shall otherwise qualify.
- 4.5 **Election of Members.** Not later than semi-annually specifically by the last day of March, and September of each year, each affiliated local apartment association shall send to the office of the Association a listing, attested by the president and secretary of the affiliated local apartment association, of all members in good standing. Said list shall be in the form designated by the Board of Directors, and shall, at minimum, include the name, address, telephone and the e-mail address of each member, and the name of the designated representative of each member if different from the name in which membership is held. The members set out on such semi-annual listings, and whose state dues are paid current, shall be considered elected to membership of the Association. State dues, whenever paid, shall be paid in the annual amount and shall be for the balance of the current calendar year.
- 4.6 **Transfer of Membership.** Membership in the Association is not transferable or assignable.
- 4.7 **Annual Meeting of Members.** The annual meeting of the members shall be at such time and place as the Board of Directors shall determine, for such purposes as may be set out by the Board of Directors in the call issued to the membership for the meeting, and for the transaction of such other business as may properly come before the meeting.
- 4.8 **Regular and Special Meetings of Members.** Regular or Special meetings of the members may be held at such time and such place as shall from time to time by resolution be determined by a majority vote of all the Board of Directors present at the meeting and voting. If a vote is taken by email, the resolution shall be determined by the majority of the directors responding and voting.
- 4.9 **Voting by Mail.** The Board of Directors may, by resolution adopted by a majority of all the members of the board that are voting at any regular board meeting, submit matters to the membership by mail, electronic mail and to conduct such elections, polls, surveys, and resolutions in such a manner as the Board of Directors shall determine in said resolution.

- 4.10 **Authority to Vote.** Whether a member be an Association, partnership, firm, association, proprietorship, trust or any other entity, the vote of a member may be cast at any meeting, regular or special, by any person who is a part of the member's organization, or by any other person who is authorized in writing to represent the member at the meeting.

ARTICLE V - BOARD OF DIRECTORS

- 5.1 **Board of Directors.** The business, affairs, and property of the Association shall be managed and controlled by the Board of Directors. Directors shall serve until their successors are duly elected by the affiliated local apartment association which they represent. The Board of Directors shall include the President, President-Elect, Secretary, Treasurer, the immediate Past-President and at least twelve (12) directors which shall be selected according to the provisions of section 5.03.
- 5.2 All officers and directors of the Association must be a member in good standing of their respective affiliates. Any past President of the Association not on the Board may attend Board meetings and participate in discussion as a non-voting member.
- 5.3 **Number of Directors.** Not including the President, the number of directors of the Association shall not be less than twelve (12), at least one-half (1/2) of which shall be Regular Members. Each affiliated local apartment association shall nominate from its membership, as its board of directors shall choose, one (1) director for each twenty-five (25) members in good standing. Notwithstanding the number of board members from an affiliate, no affiliate shall have more than a total of 40% of the total votes of the directors. Numbers will be based on September reporting. At least one-half (1/2) of the board members from each affiliated local apartment association shall be Regular Members.
- 5.4 **Vacancies.**
- (a) In case of any vacancies in the Board of Directors through death, resignation, disqualification, removal or any other cause, the vacancies thus created may be filled by the affiliate with the vacancy, at any regularly called meeting.
 - (b) In the event a vacancy of an Officer is created by the death, resignation, disqualification, removal or any other cause of any officer, except as provided in paragraph 6.04, the vacancy as shall be filled by the vote of the remaining members of the Board of Directors then in office, though not less than a quorum and said officer so chosen shall hold office for the balance of the remaining term and until his successor shall be duly elected and shall qualify.
 - (c) If during term of office, Officer is no longer in good standing or employed by a member in good standing, the Officer will be automatically terminated from such office unless, within one hundred twenty (120) days, such Officer becomes a member or is employed by a member of the same membership classification represented by the Officer at the time of election.

- 5.5 **Resignations.** Any director may resign at any time by giving written notice to the Board of Directors or to the President or the Secretary of the Association. Such resignation shall take effect at the time specified therein, then upon receipt of such notice by the addressee, and unless otherwise provided therein, the acceptance of such resignation shall not be necessary to make it effective.
- 5.6 **Removal**
- (a) Any director may be removed from office, for good cause shown, upon the affirmative vote of two-thirds (2/3) of the remaining directors, excluding for purposes of calculating the vote the accused director, at any regular or special meeting of the directors, provided that notice of the intention to act upon such matters shall have been given in the notice calling such meeting.
- (b) Absences. When any director is absent from two (2) regularly scheduled meetings of the Board in one calendar year, his directorship may be terminated. Director will be notified in writing by Assn President and said Director will not be eligible for reappointment the following year.
- 5.7 **Powers.** In addition to the power and authority expressly conferred upon the Board of Directors by the laws of the state of Alabama, by the Articles of Incorporation, or other certificate filed pursuant to law, and by these By-Laws, the Board may exercise all of the powers of the Association and do all such lawful things and acts as may be done by the Association.
- 5.8 **Quorum.** At all meetings of the Board of Directors one-third (1/3) of the directors then in office and present in person shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If at any meeting of the Board there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time until a quorum is obtained. Notwithstanding the above, a quorum may be established at any regular or special meeting of the Board of Directors by the presence in person or via telephone or any form of teleconferencing of a sufficient number of directors to establish a quorum.
- 5.9 **Proxy.** A director may vote in person or by proxy, executed in writing by said director, and provided the proxy is only for a specific meeting of the Board of Directors and provided that a written copy of the proxy is provided to the Secretary prior to the start of the meeting.
- 5.10 **Abstentions.** Any director may choose to abstain from voting for any reason. An abstention will not be included toward the count of votes.
- 5.11 **Regular and Special Meetings.** Regular meetings of the Board of Directors may be held at such times and places as shall, from time to time by resolution be determined by the Board. Special meetings may be held when called by the President or at least one-fifth (1/5) of the directors.

- 5.12 **Places of Meeting.** Except as otherwise provided herein, the meetings of the Board of Directors may be held at such place, within the State of Alabama, as may be stated in the notice of the meeting. Any meeting held outside the State of Alabama shall require an approving resolution of the majority of the entire Board of Directors.
- 5.13 **Notice of Meetings.** Notice of the time and place of each meeting of the Board of Directors, whether it is regular or special, annual or otherwise, may be delivered personally, by mail or email to the members of the Board of Directors at least ten (10) days before such meeting. Nothing contained in this paragraph to the contrary, shall prevent the member of the board from waiving the notice requirement as to the time or place of meeting. An exception will occur in the event that a special resolution is needed from the Board of Directors. In this case, a 48 hour notice (2 business days) will be sufficient.
- 5.14 **Order of Business.** At meetings of the Board of Directors, business shall be transacted in order as from time to time the Board of Directors may determine.
- 5.15 **Compensation.** Officers or Directors, as such, shall not be entitled to receive any fixed sums for their services, but, by resolution of the Board, a fixed sum and expenses of attendance, if any, may be provided for attendance of the Board meetings; provided that nothing herein contained shall be interpreted to preclude any director from serving the Association in any other capacity and receiving compensation therefore.
- 5.16 **Informal Action by Directors.** Any action required by law to be taken at a meeting of directors, or any action which may be taken at a meeting of directors, may be taken without a meeting if a consent, in writing, setting out the actions so taken, shall be signed by a majority of all of the directors.
- 5.17 **Liability of Directors In Certain Cases.** A director shall not be liable for his acts, as such, if he is excused from liability under the Alabama Nonprofit Association act, as amended, and, in addition, to the fullest extent permitted by the Alabama Nonprofit Association Act, as amended, each officer or director, shall, in the discharge of any duty imposed or power conferred upon him by the Association, be fully protected if, in the exercise of ordinary care, he acted in good faith and in reliance upon the written opinion of an attorney for the Association, the books of account or reports made to the Association by any of its officials, or by any independent certified public accountant, or by an appraiser selected with reasonable care by the Board of directors, or by such committee, or in reliance upon other records of the Association.

- 5.18 **Indemnification of Directors and Officers.** Each director and officer of the Association shall be indemnified by the Association against all expenses actually and necessarily incurred by him in connection with the defense of any action, suit or proceeding, commenced after the date of the adoption of this bylaw, in which he is made a party by reason of his being or having been a director or officer of the Association. except in relation to the matters as to which he shall be adjudged in such action, suit or proceeding, to be liable for negligence or misconduct In the performance of his duty as such director or officer. The indemnification granted thereunder shall not be deemed exclusive of any other rights to which such director or officer may be entitled under any bylaw agreement or at law in equity, or otherwise.
- 5.19 **Advisory Directors.** Annually, at the same time the nominating committee makes its recommendations of individuals to serve as members of the Board of Directors, the nominating committee may, at its discretion, nominate one or more individuals to serve in the capacity of Advisory Director. Advisory Directors may attend all Board meetings and participate in all discussion at those meetings. Advisory Directors shall not have the right to vote and their presence or absence shall not be considered in the determination of a quorum. The term of an Advisory Director shall continue until the next annual meeting of the members of the Association. Between annual meetings of the members, and subject to the approval of the Board of Directors, the President may appoint advisory members to the Board with the consent of a majority of the Board of Directors.

ARTICLE VI - OFFICERS

The officers of the Association shall be a President, President Elect, Secretary, Treasurer, and Immediate Past President.

No person may hold more than one office at a time. All officers must be Regular Members and are also members of the Board of Directors, with the exception of the Secretary and Treasurer positions, which can be held by an Associate Member who is a member of the Board of Directors.

- 6.1 **Additional Officers.** The Board may appoint such other officers, agents and factors, as it shall deem necessary.
- 6.2 **Term of Office.** The officers of the Association shall be elected bi-annually by the Board of Directors at the last meeting of the year of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently possible. Each officer shall hold office until his successor shall have been duly elected and shall have qualified. Assuming a role of an officer that has vacated or been removed from a position does not preclude that officer from filling a full term in the future for the same

- 6.3 **Nominating Committee.** Not later than September 1, the President will convene a Nominating Committee and name the President Elect as Chairman of said committee. The committee will then be made up of two representatives from each affiliate, to be named by that affiliate, who currently serves on the Board of Directors, if possible. The nominating committee will select a slate of officers to be presented and voted upon at the last regular meeting prior to the annual meeting. The slate of officers will be presented via email to all members of the Board of Directors at least 10 days prior to the election. Additional nominations may be made from the floor, provided the nominee is present or had agreed in writing to accept the nomination prior to the meeting. Voting will be made by private paper ballot.
- 6.4 **Removal.** Any officer, may be removed from office at any regular or special meeting of the Board of Directors by a two-thirds (2/3) vote of the entire Board of Directors, with or without cause, provided notice of such proposed action has been given to every director at least ten (10) days prior to the date of the meeting.
- 6.5 **Power and duties of Officers.** The officers so elected, shall perform the duties and exercise the power as follows, as well as such other powers and duties, as may be assigned to them from time to time by the Board of Directors and the President:

(a) **President.** The President, subject to the control of the Board of Directors, shall be in general charge of the affairs of the Association, in the ordinary course of its business; he shall preside at all meetings of the Board of Directors. With the advice and consent of the Board of Directors, and as directed by the Bylaws, he may make, sign and execute all deeds, conveyances, assignments, bonds, contracts and other obligations, and any and all other instruments and papers of any kind or character, in the name of the Association . He shall do and perform such other duties as may from time to time be assigned to him by the Board of Directors. At the expiration of the term of the President, the President Elect shall succeed the President in office.

(b) **President Elect.** The President Elect shall have the usual powers and duties pertaining to his office, together with such other powers and duties as may be assigned to him by the Board of Directors and President, and shall have and exercise the powers of the President during the President's absence or temporary inability to act. Any action taken by the President Elect in the performance of the duties of the President shall be conclusive evidence of the absence or temporary inability to act for the President at the time such action is taken.

In the event of the President's death, resignation, disqualification, removal or for any other cause, resulting in a vacancy in the office of

President, the President Elect shall succeed to the powers, duties and responsibilities of the office of President, serving the balance of the President's term, and, if the balance of the term is less than twelve (12) months, his own full term following.

The Board of Directors shall, at its next regular meeting, or special meeting called for such purpose, elect a new President Elect who shall serve the balance of the present term and, if the balance of the term is less than twelve (12) months, his own full term as President Elect following.

If the new President Elect shall currently be an officer of the

Association, the original office held by the new President Elect shall be vacated, and the Board of Directors shall then fill that position. If the remaining term of the President shall be more than twelve

(12) months at the time the President vacates office, the President Elect shall succeed to the office of President and serve in that capacity only for the balance of the original term, and the new President Elect shall serve the balance of the original term, succeeding to the office of President at the expiration of that term.

- (c) **Treasurer.** The Treasurer shall have custody of all funds and securities of the Association, which come into his hands. When necessary and proper, he may endorse, on behalf of the Association for collection, checks, notes or other obligations, and shall deposit the same to the credit of the Association in such bank or banks or depositories as shall be designated in the manner prescribed by the Board of Directors. Whenever required by the Board of Directors and at scheduled board meetings, he shall render a statement of his cash account. He shall enter or cause to be entered regularly on the books of the Association, to be kept by him for that purpose, full accurate accounts of all monies received and paid out on account of the Association. He shall perform all acts incident to the position of Treasurer, subject to control of the Board of Directors, give bond for the faithful discharge of his duties in such form and in such amount as the Board of Directors may require.
- (d) **Secretary.** The Secretary shall keep the minutes of all meetings of the Board of Directors in books provided for that purpose. He shall attend to the giving and serving of all notices. He may sign with the President and President in the name of the Association, all contracts, conveyances, transfers, assignments, authorizations, or other instruments of the Association, and affix the seal of the Association thereto. He shall have charge of and maintain and keep such other books and papers as the Board of Directors may direct.

ARTICLE VII - COMMITTEES

7.1 Executive Committee. The Board of Directors may by resolution or resolutions, passed by a majority of the Board, designate an Executive Committee, to consist of the President, the President Elect, the Secretary, the Treasurer, and any other persons as appointed by the Board of Directors serving as Ex- Officio. The Executive Committee shall have and may exercise all of the powers of the Board of Directors when the Board is not in session in the management of the business and the affairs of the Association except that the Executive Committee shall have no powers (a) to elect directors; (b) to alter, amend or repeal these by-laws or by any resolution or resolutions of the directors designating an Executive Committee; (c) to appoint any member to the Executive Committee ; (d) to authorize the sale, lease, exchange, or mortgage of all or substantially all of the property or assets of the Association ; or (e) to authorize the merger, dissolution or consolidation of the Association or to revoke proceedings therefore. Regular meetings of the Executive Committee shall be held at such time and place as the President or any two members may determine. Notice of each meeting of the Executive Committee shall be given (or waived) in the same manner as notice for a directors' meeting and a majority of the members of the Executive committee shall constitute a quorum for the transaction of business. Minutes of all such meetings of the Executive Committee shall be kept by the Secretary and presented to the Board of Directors.

7.2 Other Committees. Other committees, not having and exercising the authority of the board of Directors in the management of the Association, may be designated by a resolution adopted by a majority of the directors present, at a meeting, at which a quorum is present. Except as otherwise provided, in such resolution members of each such committee shall be members of the Association, and the President of the Association shall appoint the members thereof. Any members thereof may be removed by the person or persons authorized to appoint such members, whenever in their Judgment the best interests of the Association may be served by such removal.

7.3 Standing Committees.

The Association's standing committees shall include, but not limited to:

- (a) Membership Committee
- (b) Legislative/Legal Committee
- (c) Conference/Education Committee
- (d) Finance & Budget Committee

7.4 Terms of Office. Subject to the provisions of paragraph 7.02, each member of a committee shall continue as such until the next annual meeting of the members of the Association or until his successor is appointed, unless the committee shall be sooner terminated, or unless such member is removed from such committee, or unless such member shall cease to qualify as a member thereof: or unless the task or subject matter of the committee no longer requires the existence of the same.

ARTICLE VIII - FINANCIAL RECORDS AND REPORTS

- 8.01 **Financial Report.** The Association shall maintain current, true and accurate financial records with full and complete entries made with respect to all financial transactions of the Association, including all income and expenditures in accordance with sound accounting practices.
- 8.02 **Financial Records.** Based on the foregoing records, the Board of Directors shall annually prepare or approve the report of the financial activity of the Association for the preceding year, which report shall be prepared in accordance with sound accounting principles.
- 8.03 **Inspection of Books.** The records, books, and annual reports of the financial activity of the Association shall be kept at the principal office of the Association for at least seven (7) years after the closing of each fiscal year, and shall be available to the members for inspection a copying thereof, during normal business hours as noted in 6.5. The Association may charge for reasonable expense of preparing copies of such records or reports.

ARTICLE IX - DUES

- 9.1 **Annual Dues and Assessments.** The Board of Directors shall determine from time to time, the amount of the annual dues payable to the Association by the members of each classification. In addition to annual dues, the Board of Directors with 2/3 of those present at a regular or special meeting with quorum present, shall have the power and authority to establish all other dues and/or assessments that might be due or required by the Association.
- 9.2 **Payment of Dues.** Dues amount is set by the Board of Directors and subject to change by 2/3 vote. Association Executive will request membership numbers April 1 and September 30. Dues are payable thirty (30) days from date of invoice. Affiliates will be invoiced for the total number of members on the April 1 report. The October 1st report will determine if any additional members were gained or lost by the affiliate. If the number of members reported at that time is more than the April 1 report, the affiliate will be invoiced for the additional members only. If the number of members reported at that time is less than or the same as the April 1 report, no additional dues will be invoiced, and no reimbursement of dues already paid will be issued.
- 9.3 **Default and Termination of Membership.** When any affiliate shall be in default in the payment of dues for a period of ninety (90) days from the date due, that affiliate's membership shall be cancelled and terminated with approval of the Board of Directors.
- 9.4 **Refunds.** No dues shall be refunded to any affiliate whose membership terminates for any reason.

ARTICLE X - CONTRACTS, CHECKS, DRAFTS, BANK ACCOUNTS, ETC.

- 10.1 **Authority to Contract.** All contracts on behalf of the association shall require at least two (2) signatures, only if expense is outside of budget or not previously approved by the Board of Directors. The Board of Directors, except as in these by-laws otherwise provided, may authorize any officer or officers, agent or agents, in the name of and on behalf of the Association, to enter into any contract or execute and deliver any instrument, and such authority may be general or confined to specific instances: and, unless so authorized by the Board of Directors, or expressly authorized by the by-laws, no Officer, agent or employee shall have any power or authority to bind the Association by a contract or engagement or to pledge its credit or to render It liable for any purpose or any amount.
- 10.2 **Loans.** No loans shall be contracted on behalf of the Association, and no negotiable papers shall be issued in its name, unless authorized by a 2/3 approval vote of the Board of Directors.
- 10.3 **Payment of Funds.** All checks, drafts and other orders for the payment of money out of the funds of the Association, and all notes or other evidences of indebtedness of the Association, shall be signed on behalf of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors, or if the Board so delegates the Executive committee, provided that no employee on leave of absence from the service of the Association shall be authorized to sign any check, draft, or other order for the payment of money out of the funds of the Association.
- 10.4 **Deposits.** All funds of the Association, not otherwise employed, shall be deposited in a timely manner to the credit of the Association, in such banks or other depositories as the Board of Directors may select and for the purpose of such deposit. The President, the President Elect, the Treasurer, the Secretary or any other officer, agent or employee of the Association to whom such power may be delegated by the Board of Directors, may endorse, assign and deliver checks, drafts and other orders for the payment of money which are payable to the order of the Association.
- 10.5 **Source of Funds.** The Alabama Apartment Association, Inc. shall be supported from dues, charges and assessments established by the Board of Directors, and with contributions of cash and property, received from foundations, Associations, organizations, churches, groups or individuals. The Board of Directors shall have the sole responsibility of accepting or refusing specific contributions.

ARTICLE XI - ASSOCIATION EXECUTIVE

11.1 **Designation.** The Board of Directors may from time to time employ a salaried staff head as Association Executive of the Association, and whose terms and conditions of employment shall be specified by the Board. The day-to-day administration and management of the Association shall be vested in the Association Executive with direction and oversight of the AAA Officers and Board of Directors.

11.2 **Duties and Responsibilities.** The duties and responsibilities of the Association Executive shall be as outlined by the Board of Directors and may, from time to time, be modified or amended by the Board. By way of example, and not by way of limitation, the Association Executive shall maintain the principal office of the Alabama Apartment Association, Inc., in which the records, properties, bonds, seal, documents and other books, documents, and records shall be preserved and maintained. Additionally, the Association Executive shall have the authority to delegate specialized areas of administrative functions to qualified administrative assistants and ancillary personnel within the Association with Board approval. He shall maintain, on file, complete descriptions of duties and responsibilities of the Association Executive and all administrative assistants. He shall implement the decisions of the Board of Directors and Executive Committee; perform such other duties as may be assigned by the Board of Directors or Executive Committee; provide for divisions or departments for the effective conduct of the Association's activities in accordance with the purposes of the Association; have general charge of the operating activities of the Association; preserve the communications pertaining to the affairs of the Association; keep the minutes of the proceedings of all meetings of the Association; give notice of meetings of the membership, directors and Executive Committee; keep a roll of the membership of the Association; keep a proper account of all monies received and disbursed on behalf of the Association and all records in connection therewith; and receive and deposit to the credit of the Association, all monies due and payable to the Association or other depositories as the Board of Directors may designate. The Association Executive may be required to attend meetings of the National Apartment Association, and attend all committee meetings, as possible. The Association Executive shall report the committee activities to the Board of Directors at the next scheduled board meeting. The Association Executive shall submit any reports to the National Apartment Association, on behalf of the Alabama Apartment Association, as required or requested.

ARTICLE XII - MISCELLANEOUS

- 12.1 **Joint Undertakings.** Alabama Apartment Association, Inc., through Board action, may participate in joint projects or programs with other groups, corporations, associations, agencies, or organizations, within the limitations imposed upon tax-exempt organizations established by the Internal Revenue Code.
- 12.2 **Seal.** The corporate seal shall be circular in form with the name of the Association inscribed around the margin, and with a five-pointed star in the center, or may be in such form as prescribed by the Board of Directors or may be dispensed with entirely by the Board of Directors.
- 12.3 **Fiscal Year.** The fiscal year shall be as is from time to time determined by the Board of Directors, provided, however, that absent any action by the Board of Directors the fiscal year shall coincide with a calendar year.
- 12.4 **Loans to Officers and Directors.** No loans shall be made by the Association to any of its Officers, Directors, employees or contractors.
- 12.5 **Amendment of By-laws.** Subject to the provisions contained elsewhere herein, the power to alter, amend or repeal the by-laws, or to adopt new by-laws shall be vested in the Board of Directors who may amend, alter, or repeal the same at any annual or special meeting, provided specific and complete written notice of the proposed action is contained in the notice of said meeting, that said notice was given to all Directors at least thirty (30) days prior to the date of the meeting to consider said change, and upon two-thirds (2/3) vote of a quorum of the Board of Directors.
- 12.6 **Amendment to the Charter.** The power to alter, amend or repeal the charter of the Association, or to adopt a new charter, shall be vested in the Board of Directors and with approval of the NAA and may only be done at a special meeting of the Board of Directors called specifically for that purpose. Notice of the alteration, amendment or repeal of the charter must be made to all Directors at least sixty (60) days prior to the meeting called to consider such change, accompanied by the exact change, in writing, proposed to be made. Approval by two-thirds (2/3) vote of the entire Board of Directors shall be required to pass any change in the charter, and amendments to the proposed change shall not be permitted during the meeting. Such change, if enacted, shall be effective only after such recordation in the public records as shall be required by law.
- 12.7 **Dissolution.** Upon the termination of this Association, after satisfaction of all of its obligations as they might be determined, assets of the Association shall be distributed as directed and subject to Alabama Law.
- 12.8 The Association shall maintain Directors and Officers (D&O) and Liability Insurance.
- 12.9 Subject to Association funds being available, reasonable travel expenses will be made available for the President, President Elect and Association Executive to attend National or Affiliate meetings. Reimbursements shall be subject to Policies and Procedures as adopted from time to

time as directed by the Board of Directors.

ARTICLE XIII - CODE OF ETHICS

13.01 The Board of Directors has adopted a Code of Ethics that can be changed from time to time as it deems necessary. The Code of Ethics is attached hereto as Exhibit B.

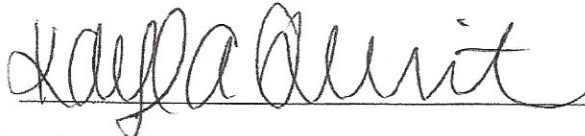
ARTICLE XIV - RULES OF ORDER

14.01 Roberts Newly Revised Rules of Order shall govern all meetings of this association, including meetings of Directors and Committees, in all cases in which they apply where they are not inconsistent with these By-Laws.

I, the undersigned, as President and Secretary, respectively, of the Alabama Apartment Association, Inc, do hereby certify that the foregoing were adopted as the By-Laws of the Alabama Apartment Association, Inc. at a meeting of the Board of Directors held on the 12th day of July of 2018.

A handwritten signature in cursive script, appearing to read "Nicole D. H.", written over a horizontal line.

President of the Alabama Apartment Association, Inc.

A handwritten signature in cursive script, appearing to read "Kayla B. Smith", written over a horizontal line.

Secretary of the Alabama Apartment Association, Inc.



ALABAMA APARTMENT ASSOCIATION

Building for the Future.

ALABAMA APARTMENT ASSOCIATION CODE OF ETHICS

As members of the Alabama Apartment Association, we the members recognize our duties and responsibilities as professionals in the apartment industry and its related fields. We hold those duties and responsibilities in the highest regard. We are increasingly aware of our responsibility as both housing providers and suppliers of those that provide housing. As members of the Alabama Apartment Association we recognize our duty to the public. We recognize the importance of the relationship between an AAA member and the residents of the communities upon which we own, work or serve. As members of this Association we vow to:

- Hold ourselves, our employees and our co-workers to the highest standard of honesty and integrity
- Strive for the highest level of operation in our jobs as we work for the success of our company and our communities
- Strive to abide without exception to all Local, State and Federal laws as they pertain to our industry
- Maintain a high ethical standard of conduct with those in our industry and beyond; including but not limited to: other rental agencies, communities, owners, suppliers, prospects and residents
- Strive to promote education of those within our industry
- Promote and encourage a strong and healthy image for our industry
- Promote the legislative agenda of the industry at a Local, State and Federal level
- Respect the privacy and proprietary information of customers, owners, management companies, and co-workers
- Strive for excellence in the industry by maintaining and enhancing our own knowledge and skills, by encouraging the professional development of colleagues and by fostering the aspirations of potential members of the industry

The principles of this code are expressed in broad statements to guide ethical decision making. This code is to be used as a guideline and cannot possibly dictate responses or actions that should be taken in all situations.