


THIS INSTRUMENT PREPARED BY:

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Shelby Cnty Judge of Probate, AL
09/02/2020 01:55:08 PM FILED/CERT

**FIRST AMENDMENT TO THE BYLAWS OF
RED OAK FARMS HOMEOWNERS ASSOCIATION**

This First Amendment to the Bylaws Of Red Oak Farms Homeowners Association is made this Nineteenth day of November, 2019, by the Red Oak Homeowners Association ("Red Oak Farms").

WHEREAS, the Bylaws of Red Oak Homeowners Association were filed of record on February 7, 2017 in the Office of the Judge of Probate of Shelby County, Alabama, Instrument Number 20170207000046730; and

WHEREAS, pursuant to Article VI(M) of the forgoing Bylaws, the Bylaws Of Red Oak Farms Homeowners Association 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.

WHEREAS, the following amendments were approved in accordance with the Bylaws; and

NOW THEREFORE, the Bylaws are amended as follows:

1. ARTICLE III

MEETINGS, QUORUMS, VOTING RIGHTS and PROXIES

B. SEMI-ANNUAL MEETINGS: The first required semi-annual meeting of the Association, whether a regular or special meeting, shall be within one hundred eighty (180) days from the recording of these Bylaws.

The first required meeting of the Association, whether a regular or special meeting, shall be held within one hundred eighty (180) days from the date as referred to above. Meetings of the Association shall be of the voting members or their alternates, as provided herein. There shall be

a semi-annual meeting every March and September at a time and place set by the Board, the same to occur within one hundred eighty (180) days after the initial meeting. Subsequently, semi-annual meetings of the voting members shall be held semi-annually, within one hundred eighty (180) 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 every March and September at a date, place and time as set by the Board of Directors.

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, whether by group text or group email, 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.

2. ARTICLE IV

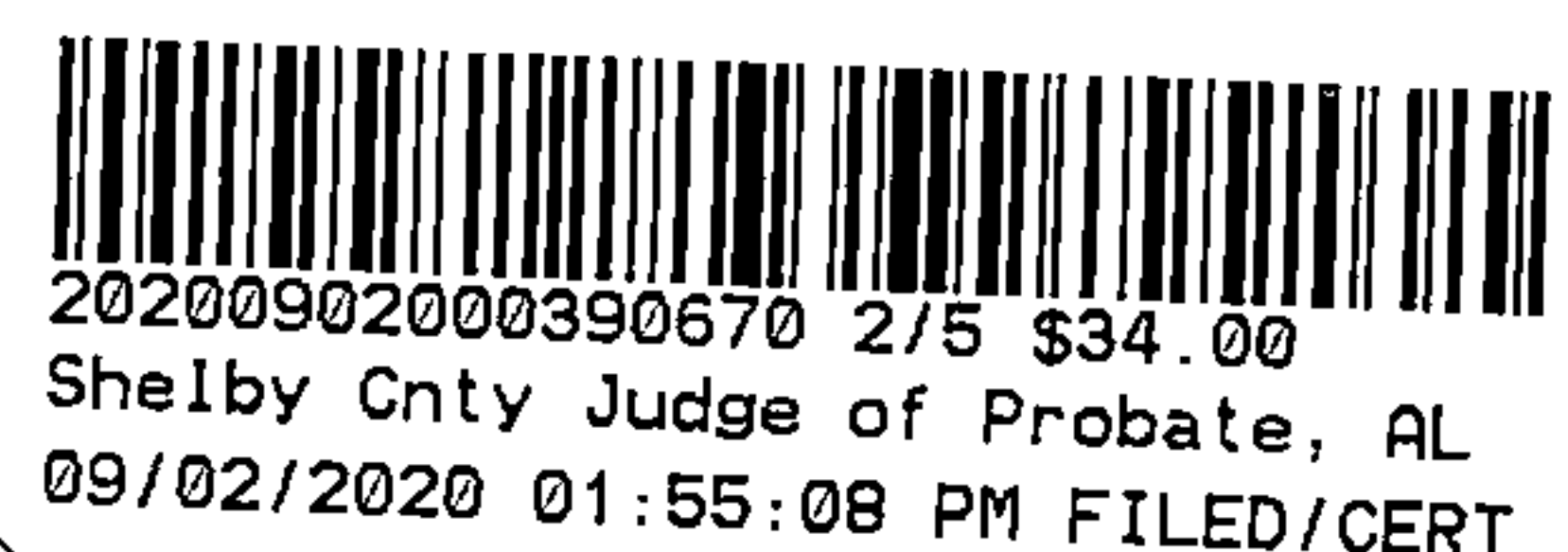
BOARD OF DIRECTORS: NUMBER, POWERS AND MEETINGS

D. ELECTION AND TERM OF OFFICE: The term of office of each elected director shall be three (3) years, except that the original elected director(s) 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 directors will be elected to serve a full three-year term, thus allowing continuity on the Board of Directors with there always being a director who has served a term of at least two prior years and a director who has served a term of at least one prior year, in addition to the newly elected director. 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 the affirmative vote of the remaining directors, or at the next regular annual meeting of the membership, in the discretion of the President of the Board.

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 any of the following methods:

- i. Personal Delivery;
- ii. Telephone communication, directly and in person to the Director; or
- iii. Group text communication and confirmation.

O. POWERS OF OFFICERS: The Officers 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, Bylaws, or Articles of Incorporation of the Association. In particular, the Board shall have power



and authority to:

vii. To determine who shall be authorized to make and sign all instruments on behalf of the Association and the Board and to appoint the President to serve as an ex-officio member of the Architectural Control Committee created under the Declaration of Protective Covenants of Red Oak Farms if and only if no Board member is currently officially serving on the Architectural Control Committee.

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. 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 (2) signatures, two signed checks for greater than or equal to ten percent (10%) of annual budget. Cash accounts of the Association shall not be commingled with other accounts. Financial reports should be prepared for each regular Board meeting. Said statements shall be available for review by a 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.

3. ARTICLE V

OFFICERS


B. ELECTION, TERM OF OFFICE. AND VACANCIES: The officers of the Association shall be elected annually by the members in good standing of the Homeowners' Association. 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.

4. ARTICLE VI

FISCAL MANAGEMENT

A. BUDGET: The Board of Directors shall determine the common expenses of the Association and adopt a budget annually at the March meeting of such estimated common expenses, including a reasonable allowance for contingencies and reserves less the unneeded fund balances on hand. Copies of the budget and proposed assessments shall be transmitted to each member on or before fifteen (15) days preceding the year for which the budget is made.

C. ASSESSMENTS FOR WORKING CAPITAL: The Purchaser of each Red Oak Farms lot shall pay the Association upon closing of such lot the sum of Two Thousand (\$2,000.00) dollars and subsequent payments shall be due in accordance with the provisions of paragraph B. Initial assessment to be pro rated based on calendar year.


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D. ASSESSMENT FOR EMERGENCIES: Assessments for common expenses for emergencies which cannot be paid from the assessments for recurring expenses shall be made only after notice of the need therefore to the Lot Owners concerned. After such notice and upon approval in writing of two-thirds (2/3) of such homeowners present to approve for emergency assessment shall become effective, and it shall be due after thirty (30) days' notice thereof in such manner as the Board of Directors of the Association may require.

F. DEFAULT:


i. In the event an Owner of a Lot does not pay any sums, charges or assessments required to be paid to the Association within sixty (60) days from the end of the due date, the Association may foreclose the lien encumbering the unit created by nonpayment of the required moneys in the same fashion as mortgage liens are foreclosed; provided that sixty (60) days' prior notice of the intention to foreclose shall be mailed, postage prepaid, to the Lot Owner and to all persons having a mortgage lien or other interest of record in such unit as shown in the Association's record of ownership. The Association shall be entitled to the appointment of a Receiver, if it so requests. The Association shall have the right to bid on the Lot at a foreclosure sale and to acquire, hold, mortgage or convey the same. In any such foreclosure action the lien of the Association shall be subordinate and inferior to tax liens of the State, county, any municipality and any special district, and any first mortgage liens of record encumbering such unit at the time of the commencement of the foreclosure action by the Association. In lieu of foreclosing its lien, the Association may bring suit to recover a money judgment for any sums, charges or assessments required to be paid to the Association without waiving its lien securing same. In any action either to foreclose its lien or to recover a money judgment, brought by or on behalf of the Association against the Red Oak Farms Lot Owner, the losing party shall pay the cost thereof together with a reasonable attorney's fee.

ii. If the Association becomes the Owner of a Lot by reason of foreclosure, it shall offer said Lot for sale and at such time as sale is consummated it shall deduct from such proceeds all sums of money due it for monthly assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorney's fees, and any and all expenses incurred in the resale of the Lot, which shall include but not be limited to advertising expenses, real estate brokerage fees, abstract or title insurance costs, and expenses necessary for the repairing and refurbishing of the Lot in question. All moneys remaining after deducting the foregoing items of expense shall be returned to the former Owner of the Lot in question.

L. NOTICES: Unless otherwise provided in these Bylaws, all notices, demands, bills, statements, or other communications under these Bylaws, shall be in writing and shall be deemed to have been duly given if delivered personally or satisfied by group text and document link.

i. 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;

ii. 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 entity or individuals on the records of the Association.


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M. AMENDMENT TO BYLAWS: These Bylaws 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 be two-third (2/3) of those homeowners present to amend covenants.

5. This Amendment shall be limited to the provisions specified herein. All other provisions of the original Bylaws shall remain in full force and effect. This Amendment shall be attached to the original Bylaws and all shall be filed with the Judge of Probate of Shelby County, Alabama as the "First Amended Bylaws of the Red Oak Farms Homeowners Association.

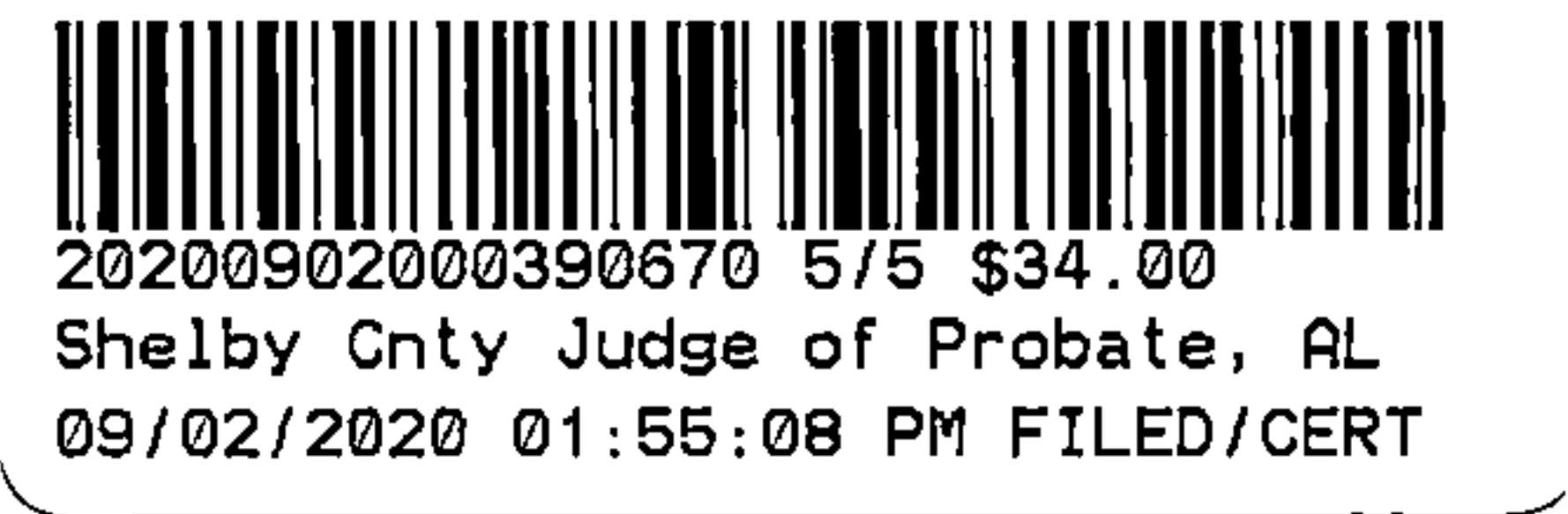
IN WITNESS WHEREOF, this Amendment has been executed on the date first written above.

RED OAK FARMS HOMEOWNERS ASSOCIATION

By: Ginger Pierce
Print Name and Title: Ginger Pierce, ^{HOA} President 2020

State of Alabama

County of Shelby



On this 31st day of August, 2020, before me, a Notary Public in and for said State, personally appeared Ginger, Pierce of the **Board of Directors for Red Oak Farms Homeowners Association** known to me to be the person that executed the within document, and acknowledged to me the execution of this document.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial seal the day and year written above.

Leticia Dyess
Leticia Dyess
(print name)
Notary Public for the State of Alabama

