

AMENDED AND RESTATED
BY-LAWS OF
PUMPKIN HOLLOW ASSOCIATION, INC.

Inst. # 1994-04160

02/08/1994-04160
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PUMPKIN HOLLOW ASSOCIATION, INC.

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AMENDED AND RESTATED
BY-LAWS OF
PUMPKIN HOLLOW ASSOCIATION, INC.

Comes now the undersigned constituting all of the owners of the real estate subject to the Declaration of Condominium of Pumpkin Hollow, a Condominium, as amended and recorded in Map Book 18, pages 3-8, Shelby County, Alabama Probate Office and for the purpose of amending and restating the By-Laws of Pumpkin Hollow Association, Inc., as recorded in Book 43, at page 194 in aforesaid Probate Office, the following Amended and Restated By-Laws are hereby adopted:

BY-LAWS OF PUMPKIN HOLLOW ASSOCIATION, INC.

These By-Laws of Pumpkin Hollow Association, Inc. are promulgated pursuant to the Alabama Condominium Ownership Act, Code of Alabama, 1975, Section 35-8-1, et seq., as amended, for the purposes of governing Pumpkin Hollow Association, Inc., a not-for-profit corporation ("Association") organized under the provisions of the Alabama Non-Profit Corporation Act, Code of Alabama, 1975, Section 10-31-1, et seq., as amended, as an association of members of Pumpkin Hollow, A Condominium (the "Condominium").

The provisions of these By-Laws are applicable to the Property of the Condominium and to the use and occupancy thereof. The term "Property" as used herein shall include the Land made subject to the Declaration of the Condominium (subject to the easements and restrictions therein set forth or reserved), and all improvements and structures now existing or hereafter placed thereon, all easements, rights or appurtenances thereto, and all personal property now or hereafter provided by Developer and intended for use in connection therewith. Capitalized terms used in these By-Laws are defined in the Declaration.

All present and future owners, mortgagees, lessees and occupants of the Units in the Condominium and their employees, and any other persons who may use the facilities of the Property in any manner are subject to these By-Laws, the Declaration of the Condominium, the Rules and Regulations and all covenants, agreements, restrictions and easements of record ("title conditions"). The acceptance of a deed or the occupancy of a Single Family Residence on a Unit shall constitute an agreement that these By-Laws and the title conditions, as they may be hereafter amended, are accepted and ratified, and will be complied with.

The address of the office of the Association shall be 18274 Highway 55, Sterrett, Alabama 35147.

The fiscal year of the Association shall end on the last day of December of each year, unless otherwise determined by the Board of Directors.

ARTICLE I
MEMBERSHIP AND MEMBERSHIP MEETINGS

1. **Qualifications.** There shall be one member of the Association for each Unit within the Condominium Property.

2. **Change of Membership.** Change of membership in the Association shall be established by the recording in the public records of Shelby County, Alabama of a deed or other instrument establishing a record title to a Unit in the Condominium, and the delivery to the Association of a certified copy of such instrument, the owner designated by such instrument thereby becoming a member of the Association. The membership of the prior Owner shall be thereby terminated. If a Unit is owned by more than one (1) person, the member for the Unit shall be designated by a certificate signed by all of the record owners of the Unit and filed with the Association.

3. **Voting Rights.** Voting shall be on a Unit by Unit basis, with each Unit of the Condominium entitled to one vote. The vote for a Unit shall be cast by the owner thereof, or by his proxy designated in the manner hereinafter provided for.

4. **Annual Meetings.** Annual meetings of members shall be held at the Condominium, on the second Sunday in December of each year, at 2:00 p.m. The annual meeting shall be held for the purposes of electing directors, adopting the annual budget, and of transacting any other business authorized to be transacted by the members.

5. **Special Meetings.** Special meetings of the members may be called by the Board of Directors, the president or by a member of the Association, for the purpose of considering and acting upon any matters of interest to the Association and its membership, and taking any other action not inconsistent with these By-Laws and the Articles of Incorporation, including the adoption of resolutions declaring the desirability of any further action recommended by the membership.

6. **Notice of Meetings.** Notice of all members' meetings stating the date, time, place and object for which the meeting is called shall be mailed to each member not less than ten (10) nor more than thirty (30) days prior to the date of such meeting. Such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears on the records of the Association, postage prepaid. Notice of meetings may be waived either before or after meetings.

7. **Voting in Person or by Proxy.** A member may vote in person or by proxy executed in writing by the member or his duly authorized attorney-in-fact. No proxy shall be valid except for the particular meeting designated therein, and no proxy shall be honored unless filed with the secretary of the Association before the appointed time of the meeting.

8. **Quorum.** At a meeting of members, a quorum shall consist of persons entitled to cast a simple majority of the votes of the entire membership.

9. **Vote Required to Transact Business.** When a quorum is present at any meeting, the holders of a majority of the voting rights present in person or represented by written proxy shall decide any questions brought before the meeting, unless the question is one upon which, by express provision of law, the Declaration of Condominium, Articles of Incorporation, or the By-Laws, a different number is required, in which case the express provision shall govern and control the decision in question.

10. **Consents.** Any action which may be taken by a vote of the members may also be taken by written consent to such action signed by the members required to take such action if such members were present and voting.

11. **Adjourned Meetings.** If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

12. **Order of Business.** The order of business at annual members' meetings and, as far as practical, at all other members' meetings shall be according to the latest edition of Robert's Rules of Order.

13. **Control Period.** No meeting of the membership of the Association shall be lawful until termination of the Control Period as provided for in the Declaration.

ARTICLE II

BOARD OF DIRECTORS

1. **Directors.** The Board of Directors of the Association shall consist of at least one (1) and up to five (5) directors, as shall, from time to time, be determined and fixed by the vote of a majority of the voting rights present at any annual meeting of the members. Any responsible person shall be eligible to be a director. Each director shall hold office for the term of one (1) year or until his successor shall have been elected and qualified.

2. **Election.** At each annual meeting of the members of the Association, one director shall be elected to replace each director whose term has expired. Each member of the Association shall have one vote for each director to be elected.

3. **Removal.** Any director may be removed for cause by the vote of the holders of a majority of the voting rights present in person or represented by written proxy at any annual or special meeting of the members of the Association at which a quorum is present.

4. **Vacancies.** Any vacancy occurring in the Board of Directors, including vacancies occurring from the removal of a director, may be filled by majority vote of remaining members of the Board of Directors at any annual or special meeting.

5. **Annual Meeting.** The annual meeting of the Board of Directors shall be held on the third Sunday in November of each year at the office of the Association. Notice of the place and hour of each such meeting shall be given to each director at least five (5) days prior to each such meeting. Such notice may be given either in writing or by telephone.

6. **Special Meetings.** Special meetings of the Board of Directors for any purpose may be called by the president or upon the written request of any two (2) directors, upon at least five (5) days' notice to each director and shall be held at such place or places as may be determined by the directors, or as shall be stated in the call of meeting. Such notice may be given either in writing or by telephone.

7. **Waiver of Notice.** Any director may waive notice of a meeting either before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

8. **Quorum.** A quorum shall consist of the directors entitled to cast a majority of the votes of the entire Board of Directors. The acts of the Board of Directors approved by a majority of the vote present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for the purpose of determining a quorum.

9. **Powers and Duties.** The Board of Directors shall have the following powers and duties:

- (a) To elect the officers of the Association as hereinafter provided;
- (b) To administer the affairs of the Association and the Property of the Condominium;
- (c) To estimate the amount of the annual budget and to make and collect assessments, including annual, special and supplemental assessments as set forth in the Declaration, against Unit Owners to defray the costs, expenses and losses of the Condominium;
- (d) To use the proceeds of assessments in the exercise of its powers and duties;
- (e) To maintain, repair, replace and operate the Condominium Property;
- (f) To purchase insurance upon the Property and insurance, including fidelity bond coverage, for the protection of the Association and its members;
- (g) To reconstruct improvements after casualty and to further improve the Property;
- (h) To make and amend reasonable rules and regulations respecting the use of the Property and the operation of the Condominium;

(i) To enforce by legal means, including the imposition of fines, the provisions of the Alabama Condominium Ownership Act, the Declaration, the Articles of Incorporation, these By-Laws and the Rules and Regulations for the use of Property; the Board shall specifically have the right and power to restrict and/or deny a Unit Owner and/or his invitees with respect to the use of the Common Areas to prevent continued abuse of such provisions, provided that the Board of Directors may not deny a Unit Owner access to his Unit. In the event of repeated, flagrant violations of such provisions the Board of Directors shall have the right to seek an injunction against such violations in the Circuit Court of Shelby County, Alabama. If such Court does grant such an injunction, the Board of Directors shall be entitled to recover its reasonable costs (including attorneys fees) in enforcing such provisions;

(j) To contract for the management of the Property of the Condominium and to delegate to such managing agent all powers and duties of the Association except such as are specifically required by the Declaration to have approval of the Board of Directors or the membership of the Association;

(k) To contract for the management or operation of portions of the Common Elements of the Condominium susceptible to separate management or operation;

(l) To retain legal counsel;

(m) To employ personnel to perform the services required for proper operation of the Condominium;

(n) Unless otherwise provided herein or in the Declaration, to comply with the instructions of a majority of the members, as expressed in the resolution duly adopted at any annual or special meeting of the members;

(o) To give notice to first mortgagees of certain events or occurrences as set forth in the Declaration;

(p) To exercise all other powers and duties of the Board of Directors of an association referred to in the Alabama Condominium Ownership Act, and all powers and duties of the Board of Directors of a corporation organized under the Alabama Non-Profit Corporation Act, and all powers and duties of the Board of Directors referred to in the Declaration or these By-Laws, and any other powers and duties consistent with the Alabama law.

10. **Compensation.** No director shall be compensated for his services as such.

11. **Insurance.** The Board of Directors shall obtain insurance for the Property which shall include the following: (1) broad form comprehensive coverage insuring the Common Elements of the Condominium Property and the interests of the Unit Owners and their

mortgagees, as their interests may appear, in the amount determined by the Board of Directors, in accordance with the requirements set forth in the Declaration, each of which policies shall contain standard mortgagee clauses in favor of each mortgagee of a Unit; (2) public liability insurance in such amounts and with such coverage as the Board of Directors may determine; and (3) such other insurance, including fidelity bond coverage, as the Board of Directors may determine. Such insurance shall be written on the Property in the name of the Association as Trustee for the Unit Owners and their mortgagees in the fractions established in the Declaration. The premiums shall be Common Expenses. The shares and disposition of the proceeds of insurance shall be as set forth in the Declaration.

All insurance on the Condominium Property shall provide for the following insofar as applicable:

- (a) That the Property insured shall mean all of the Common Elements comprising the Condominium Property as defined in the Declaration, together with all mechanical systems and installations providing service to more than one Single Family Residence and any other items comprising Common Elements as more particularly described in the Declaration. The Property insured shall not include the Single Family Residence or Improvements, situated within the Boundaries of a Unit;
- (b) That the insurer waives its rights of subrogation of any claims against any directors, officers, the managing agent, the individual owners and their respective household members;
- (c) That the insurance policies on the Condominium Property cannot be cancelled, invalidated or suspended on account of the conduct of any director, officer or employee of the Association or the managing agent without a prior written demand in writing delivered to the Association and to all mortgagees of Units to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured;
- (d) That any "no other insurance" clause contained in any policy shall expressly exclude individual Unit Owners's policies from its operation;
- (e) That until the expiration of thirty (30) days after the insurer is given notice in writing to the mortgagee of any Unit, the mortgagee's insurance coverage will not be affected or jeopardized by the act or conduct of the owner of such Unit, the other Unit Owners, the Board, or any of their agents, employees or household members nor cancelled for non-payment of premiums;
- (f) That any policy may not be cancelled or substantially modified without at least sixty (60) days' prior notice in writing to the Board Directors and all mortgagees of Units.

At the time of issuance of each policy of insurance, the agent providing same shall furnish the Association a certification that such policy complies with the above provisions.

12. **Liability of the Board of Directors.** The members of the Board of Directors shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each of the members of the Board of Directors on behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or these By-Laws. It is understood and permissible for the Board of Directors, whether employed by the Developer or not, to contract with the Developer without fear of being charged with self-dealing. It is also intended that the liability of any Unit Owner arising out of any contract made by the Board of Directors or out of the aforesaid indemnity in favor of the members of the Board of Directors shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interests of all the Unit Owners in the Common Elements.

ARTICLE III **OFFICERS**

1. **Election.** At each annual meeting, the Board of Directors shall elect the following officers of the Association:

- (a) A president, who shall be a director and who shall preside over the meetings of the Board of Directors and of the members, and who shall be the chief executive officer of the Association;
- (b) A vice-president, who shall, in the absence or disability of the president, perform the duties and exercise the powers of the president;
- (c) A secretary, who shall keep the minutes of all meetings of the Board of Directors and of the members, and the minute book wherein resolutions enacted at such meetings shall be recorded, and who shall, in general, perform all the duties incident to the office of secretary;
- (d) A treasurer, who shall keep the financial records and books of the account;
- (e) Such additional officers as the Board of Directors shall see fit to elect;
- (f) Consolidation of different officers is permitted. An officer does not have to be a member of the Association.

2. **Powers.** The respective officers shall have the general powers usually vested in such officer of a not-for-profit corporation; provided that the Board of Directors may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board of Directors may see fit.

3. **Term.** Each officer shall hold office for the term of one (1) year and until his successor shall have been elected and qualified.

4. **Vacancies.** Vacancies in any office shall be filled by the Board of Directors at special meetings thereof. Any officer may be removed at any time by a majority vote of the Board of Directors at a special meeting thereof.

5. **Compensation.** The compensation of all officers shall be fixed by the Board of Directors. This provision shall not preclude the Board of Directors from employing a director as an employee of the Association nor preclude the contracting with a director for the management of the Condominium. The officers shall receive no compensation for their services unless otherwise expressly provided in a resolution duly adopted by the Board of Directors.

ARTICLE IV

RESPONSIBILITY FOR MAINTENANCE AND REPAIR

1. **Accounting Records.** The Board of Directors shall provide for the maintenance of accounting records for the Association, such records to be maintained in accordance with generally accepted accounting principles, and such records shall include all records required by the Alabama Condominium Ownership Act.

2. **Budget.** During the month of October each year, the Board of Directors shall cause to be prepared an estimated annual budget for the following fiscal year of the Association. Such budget shall take into account the estimated Common Expenses, and each requirement for the year, including salaries, wages, payroll taxes, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, ad valorem taxes, insurance, fuel, power and their expenses (as distinguished from individual mortgage payments, real estate taxes and individual expenses for utility services billed or charges to the separate Unit Owners on an individual or separate basis rather than a common basis). The Common Expenses shall be those expenses designated by the Board of Directors pursuant to these By-Laws and the Declaration. The annual budget shall provide for an adequate reserve fund for maintenance, repairs, replacement of those Common Elements that must be replaced on a periodic basis. The annual budget shall provide for amounts required to make up for contingencies for the year, and a reserve for replacements in reasonable amounts as determined by the Board of Directors. To the extent that the assessments and other cash income collected from the Unit Owners during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account.

3. **Assessments.** The estimated annual budget for each fiscal year shall be approved by the Board of Directors, and copies thereof shall be furnished by the Board to each Unit Owner not later than ten days before the annual meeting. The adoption of the annual budget shall be subject to a vote of the members. The annual assessment shall be paid semi-annually in advance by each Unit Owner. The assessment of the Common Expenses shall be as set forth in the Declaration. If the Board of Directors shall not approve an estimated annual budget or shall fail

to determine new assessments for any year, or shall be delayed in doing so, each Unit Owner shall continue to pay each six months the amount of his semi-annual assessment on or before the first day of January and July of each year to the manager or managing agent or as may be otherwise directed by the Board. No Unit Owner (other than the Developer) shall be relieved of his obligation to pay his assessments by abandoning or not using his Unit or the Common Elements.

4. **Proration of Assessments.** Commencing with the date of closing of his Unit by each owner, he shall pay his assessment for the current semi-annual assessment, which assessment shall be in proportion to the number of months and days remaining of the current period.

5. **Annual Statements.** Within forty-five (45) days after the end of each year covered by an annual budget or as soon thereafter as shall be practicable, the Board of Directors shall cause to be furnished to each Unit Owner and the first mortgagee of each Unit a statement for such year so ended, showing the receipts and expenditures and such other information as the Board may deem desirable.

6. **Accounts.** The Board of Directors shall cause to be kept a separate account record for each Unit Owner showing the assessments charged to and paid by such Unit Owner, and the status of his account from time to time.

Upon ten (10) days' notice to the Board of Directors any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from each Unit Owner. A Unit Owner shall make no more than one request per month.

7. **Supplemental Budget and Assessments.** If during the course of any year, it shall appear to the Board of Directors that the current assessments, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated Common Expense for the remainder of such year, then the Board shall prepare and approve a supplemental budget as provided for in the Declaration covering the estimated deficiency for the remainder of such year, copies of which supplemental budget shall be furnished to each Unit Owner, and thereupon a supplemental assessment shall be made to each Unit Owner for his proportionate share of such supplemental budget.

8. **Payment of Assessments.** It shall be the duty of every Unit Owner to pay his proportionate share of the Common Expenses assessed in the manner herein provided. If any Unit Owner shall fail or refuse to make any such payments when due, the Association and the Board of Directors shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Alabama Condominium Ownership Act, the Declaration or these By-Laws, or otherwise available at law or in equity, for the collection of all unpaid assessments.

9. **Records.** The Board of Directors shall cause to be kept detailed an accurate record in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the expenses incurred, and such records and the vouchers authorizing the payments of such expenses shall be available for examination by the Unit Owners and the first mortgagee of any Unit at convenient hours of week days. Such payment vouchers may be approved in such manner as the Board of Directors may determine.

10. **Liens.** The Board of Directors may cause the Association to discharge any mechanic's lien or other encumbrance which, in the opinion of the Board, may constitute a lien against the Property, the Common Elements, or any Unit or private element in the Condominium, and the Association shall thereupon have a lien in such amount, together with the amount of any costs and attorney's fees incurred in connection therewith, on each Unit responsible for the payment thereof in accordance with the provisions of the Alabama Condominium Ownership Act, and the Board of Directors shall thereupon perfect any such lien by recording an appropriate claim of lien prepared and filed for record in accordance with the provisions of said Act. Any and all liens, claims or rights of the Association in or with respect to any Unit, or Unit Owner, for the discharge of any mechanic's lien or other encumbrances provided for hereunder shall be subordinate to the lien of any mortgage upon any Unit recorded prior to the date of such lien, claim or right.

ARTICLE V

USE AND OCCUPANCY RESTRICTIONS

1. **Use and Occupancy Restrictions.** No part of the Unit Improvements shall be used for other than residential use and the related common purposes for which the Improvement was designed. The preceding restriction as to use shall not, however, be construed in such manner to prohibit a Unit Owner from:

- (a) Maintaining his personal or professional library in his Single Family Residence;
- (b) Keeping his personal business or professional records or accounts;
- (c) Handling his personal business or professional records or accounts therein.

Such uses are expressly declared customarily incident to the principal residential use and not in violation of said restriction.

2. **Use of Common Elements.** The Common Elements shall be used only for access, ingress and egress to and from the respective Units by the persons residing therein and their respective guests, household help and other authorized visitors, and for such other purposes which are incidental to the residential use of the respective Units; provided, however, the parking area, and other special areas shall be used for such purposes as are approved by the Board of Directors. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner. The Association and

the Board of Directors, and their authorized employees and representatives, shall have all access to any Unit as may be necessary for the repair, maintenance, replacement, alteration, care or protection of the Common Elements, or any portion thereof.

3. **Nuisances.** No unlawful, immoral, noxious or offensive activities shall be carried on in any Unit or elsewhere on the Property, nor shall anything be done therein or thereon which shall constitute a nuisance or which shall in the judgment of the Board of Directors cause unreasonable noise or disturbance to others.

4. **Maintenance and Repair.** Each Unit Owner shall maintain his Unit in good condition and in good order and repair, at his own expense, and shall not do or allow anything to be done in his Unit which may increase the rate or cause the cancellation of insurance on other Units or on the Common Elements. No Unit Owner shall display, store or use any signs, clothing, sheets, blankets, laundry or other articles outside his Unit, or paint or decorate or adorn the outside of his Unit, or install outside his Unit any canopy or awning, or outside radio or television antenna, or other equipment, fixtures or items of any kind, without the prior written permission of the Board of Directors.

5. **Trash.** Trash, garbage and other waste shall be kept only in sanitary containers, and shall be disposed of in a clean and sanitary manner as prescribed from time to time in the administrative Rules and Regulations of the Board of Directors.

6. **Rights of Developer.** Until all of the Units have been sold by the Developer and occupied by the Unit Owners, the Developer may use and show one or more of such unsold or unoccupied Units as a model residence or sales office, and may maintain customary signs in connection therewith notwithstanding the provisions of Section 4 of this Article.

7. **Personal Property.** Personal property belonging to any Unit Owner, such as baby carriages, bicycles, wagons, toys, furniture, clothing and other articles, shall not be stored or kept in Common Areas, except in such storage area as may be specifically designated for the respective Unit Owner by the Board of Directors. No clothing, rugs, sheets, blankets or other laundry shall be hung or exposed from window, balconies, patios, privacy fences or Common Areas of the Property except when specifically approved by the Board of Directors.

8. **Boats, Campers and Inoperable Motor Vehicles.** No trailers, vehicles, boats, canoes or campers shall be stored or parked on or in the Common Areas other than in an area designated by the Board of Directors. Motor vehicles may be parked only in the area provided for that purpose. Any motor vehicle which breaks down or becomes inoperable in the Common Areas shall immediately be repaired and made operable. The Board of Directors shall have the authority to remove any such vehicle from the Common Area if such vehicle is left in an inoperable state for more than 48 hours, or if such vehicle impedes or prevents ready access to any part of the Property.

9. **Pets.** No animals shall be raised, bred or kept in any Unit, except for dogs, cats or other household pets of a Unit Owner, provided that they are not kept for any commercial purposes, and provided that they shall be kept in strict accordance with the administrative Rules and Regulations relating to household pets from time to time adopted or approved by the Board of Directors, and provided that they shall not in the judgment of the Board of Directors constitute a nuisance to others. All Unit Owners who own pets must comply with all ordinances of Shelby County.

ARTICLE VI MISCELLANEOUS

1. **Seal.** The seal of the Association shall be circular in form and shall contain the name of the Association and the year of its creation. Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

2. **Bank Accounts.** The Board of Directors may, from time to time, by resolution authorize the maintenance of one or more deposit accounts by the Association. All checks, drafts or other orders for the payment of money issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association, and in such manner as shall be determined from time to time by resolution of the Board of Directors.

3. **Notice.** Whenever any notice or demand is required to be given by these By-Laws or the Declaration, any notice or demands so required shall be deemed sufficient if given by depositing the same in the United States mail, postage prepaid, addressed to the person entitled thereto at his last known post office address according to the records of the Association, and such notice shall be deemed given on the day of such mailing.

4. **Waiver of Notice.** Whenever any notice is required to be given under the provisions of any law, or under the provisions of the Articles of Incorporation, these By-Laws or the Declaration, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether signed before or after the time stated therein, shall be deemed equivalent thereto.

5. **Conflict.** In the event of any conflict between the provisions of these By-Laws and the Declaration of the Condominium, the Declaration shall govern.

ARTICLE VII AMENDMENTS

These By-laws may be amended or modified from time to time by the vote of the members at a meeting called for such purpose, or by unanimous written consent of all of the members, and shall be recorded in the Probate Court of Shelby County, Alabama.

The undersigned constituting all of the members of the Pumpkin Hollow Association, Inc. and all of the owners of the real estate subject to that certain Declaration of Condominium known as Pumpkin Hollow, a Condominium, do hereby consent to the adoption of the foregoing Amended and Restated By-Laws of the said Association.

Dated as of the 25th day of January, 1994.

PUMPKIN HOLLOW DEVELOPMENT CORP.

By: Mary F. Roensch
Its President

Mary F. Roensch
MARY F. ROENSCH

E. Burns Roensch
E. BURNS ROENSCH

Brenda M. Hackney
BRENDA M. HACKNEY

Thomas A. Ritchie
THOMAS A. RITCHIE

Inst # 1994-04160

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