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**BYLAWS
OF THE
WYNGATE HOMEOWNERS ASSOCIATION, INC.,
A Nonprofit Corporation
Under the Laws of the State of Alabama**

These Bylaws (these "Bylaws") of **WYNGATE HOMEOWNERS ASSOCIATION, INC.**, (hereinafter called the "Association"), a nonprofit corporation, incorporated under the laws of the State of Alabama were created and adopted on April 8th, 2020, by a majority of the Members of the Association pursuant to the Articles of Incorporation of the Association filed in the office of the Judge of Probate of Shelby County, Alabama the "Articles incorporation"). The Association has been organized for the purpose of providing various services and benefits with regard to the Wyngate subdivision as described and recorded in the map and survey of Wyngate Sector 1 in the office of the Judge of Probate of Shelby County, Alabama in Map Book 11, Page 13.

DEFINITIONS

Articles of Incorporation. The Articles of Incorporation for the Association shall be those which have been recorded in the Probate Office of Shelby County, Alabama, as may be amended from time to time.

Association. The Association, its committees, its assigns, and successors which shall be the governing Association for Wyngate Sector 1.

Association Property. That property, or common areas, which may, at any time be owned by the Association.

Board. The Board of Directors of the Association.

Declarations. The Declarations of the Protective Covenants and Agreements for Wyngate Sector 1 recorded in the Probate Office of Shelby County, Alabama in Book 133, Page 224- Page 250 and any duly adopted and recorded amendments thereto (the "Covenants").

Member. A person (or entity, if applicable) who is a record owner of one or more lots constituting Member's Property.

Member's Property. Any lot or unit in Wyngate subject by the Covenants and Bylaws to a lien for assessments in favor of the Association (also referred to as "Lot").

Resident. Any person or persons occupying a Member's Property.

**ARTICLE I
ASSOCIATION**

1.1 Office. The office of the Association shall be at the house of the presiding President of the Association, or such other place as shall be selected by a majority of the Board of Directors.

1.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.

**ARTICLE II
MEMBERS**

2.1 Qualification. The members of the Association shall be determined in accordance with Article VI of the Articles of Incorporation. "Owner", as used herein, shall mean and refer to the record owner ("Member"), whether the same shall consist of one or more persons or entities, of the fee simple title to any platted lot in the Subdivision (a "Lot"), but excluding those having such interest merely as security for the performance of the obligation.

2.2 Voting Rights. All Owners shall be entitled to one (1) vote for each Lot owned.

2.3 Designation of Voting Members.

2.3.1 If a Lot is owned by more than one (1) person, the person entitled to cast the vote or votes for the Lot may be designated by a certificate signed by all of the Owners of the Lot and filed with the Secretary of the Association ("Voting Member"). If a Lot is owned by a corporation, partnership, trust, company or other legal entity, the person entitled to cast the vote or votes for the Lot may be designated by a certificate of appointment signed by a duly authorized representative of the entity and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Lot, and a certificate may be revoked by any Owner of an interest in the Lot. Any such revocation shall be in writing and signed by any Owner of an interest in the Lot or a duly authorized representative of the entity, as the case may be, and filed with the Secretary of the Association.

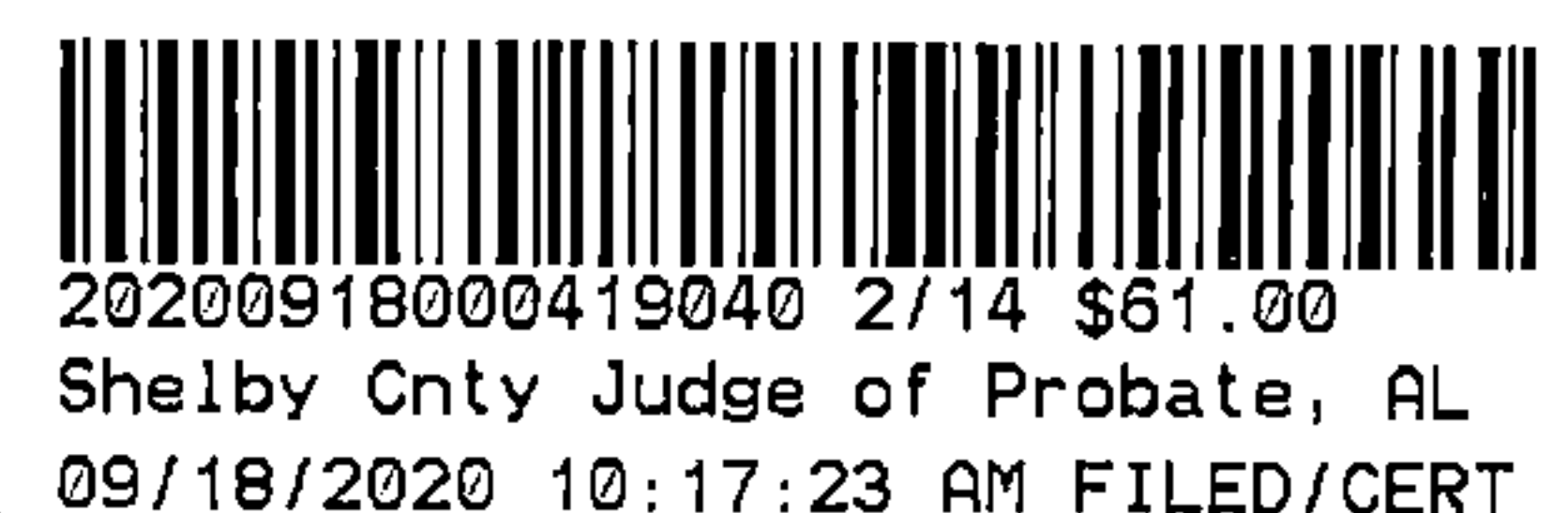
2.3.2 If a Lot is owned by more than one (1) person and such Owners do not designate a Voting Member as required hereinabove, the following provisions shall apply:

2.3.2.1 If more than one (1) such Owner is present at any meeting, and said Owners are unable to concur on a decision on any subject requiring a vote, said Owners shall lose their right to vote on that subject at that meeting; however, said vote or votes shall be included in the determination of the presence of a quorum.

2.3.2.2 If only one (1) such Owner is present at a meeting, such person attending shall be entitled to cast the vote or votes pertaining to the Lot.

2.3.2.3 If more than one (1) such Owner is present at the meeting and said Owners concur, any one (1) such Owner may cast the vote or votes for the Lot.

2.3.2.4 Merely being a Resident or a tenant of a Lot shall confer no voting rights upon the Resident, and the Owner shall have no authority to designate such Resident as a Proxy for purposes of voting.



2.4 Lien on Member's Property. All Member's Property shall be subject to a continuing lien for assessments levied by the Association in accordance with the provisions of the Covenants, the Articles of Incorporation, and the Bylaws. All Assessments as described herein, including all attorney's fees, filing fees and costs of litigation, shall be a charge on and shall be a continuing lien upon the Member's Property against which each such assessment or charge is made. All Member's Property shall be held, transferred, sold, conveyed, used, leased, occupied, mortgaged, and otherwise encumbered subject to the terms and provisions of the Covenants, the Articles of Incorporation, and the Bylaws applicable to the Member's Property, including but not limited to the continuing lien herein described.

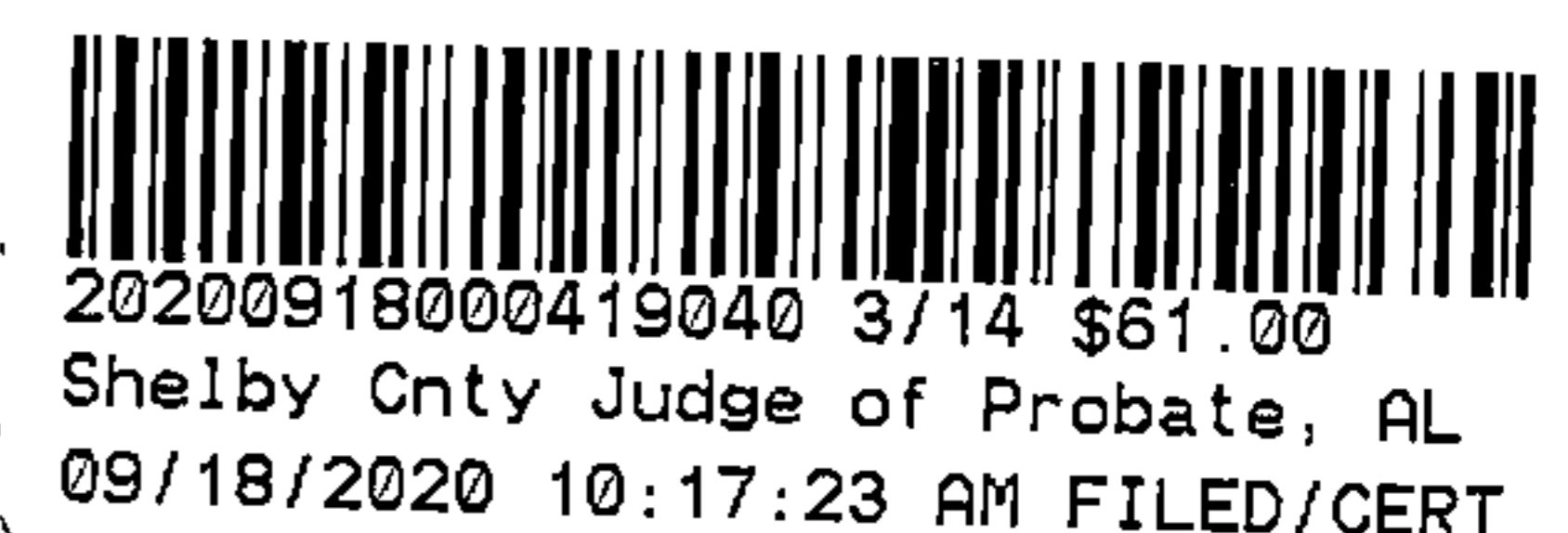
2.5 Obligations of Members. Each Member, by acceptance of a deed or other conveyance to Member's Property, shall be deemed to have obligated themselves and agreed to pay to the Association the annual assessments, administrative assessments, attorney fee assessments and charges, to be fixed, established and collected from time to time as provided herein. Each such assessment, together with interest, costs and attorney's fees, shall be the personal obligation of the person who is or was the owner of such Member's Property at the time the assessment is levied or falls due.

2.6 Assessments. There shall be four types of assessments which may be levied by the Association:

(a) Annual Assessments. Annual Assessments levied by the Association shall be used exclusively for the purpose of providing any and all of the services and activities as may be to the mutual benefit of the Members including but not limited to: lighting, improving and maintaining the streets and dedicated right of way areas for the general use of the Members and Residents of Member's Property, providing security, eliminate fire hazards, and doing any other thing necessary or desirable in the opinion of the Board of Directors to keep Wyngate neat and in good order, and which will provide for the general benefit to the Owners and Members of the Association. Annual Assessments shall be paid in advance and shall be due and payable on January 1st of each year for the following 12 months. The Assessment will be delinquent if not paid within thirty (30) days. The Annual Assessment may be adjusted or reduced from year to year by the Board of Directors, as needs of the property in its judgment may require, but in no event shall the charge in any year exceed the sum authorized by a vote of a majority of the Voting Members. In the event that an Owner acquires Property in Wyngate after January 1st of any year, then such owner shall be given a pro-rata credit for the Annual Assessment from January 1st to the date on which such Owner acquires title.

2(a)1. Proviso. Effective January 1, 2020, payment of Annual Assessments shall be required of all Members and shall be due and payable upon thirty (30) days notice from the Association, which such notice shall be issued no later than seven (7) days after these Bylaws have been recorded. All other provisions related to implementation and collection of Annual Assessments shall remain the same.

(b) Administrative Assessments. Administrative Assessments shall be assessed against each Member of the Association who is found to be in violation of the Covenants and/or Bylaws, and who subsequently fails to bring their property into compliance with the Covenants after receiving notice from the Association or its management company. Any Member found to be violation of the Covenants and/or Bylaws shall receive a letter from the Association or its management company which will provide fourteen (14) days from the date of postmarking on



the letter to remedy the compliance issue. Failure to do so will result in a fifty dollar (\$50.00) Administrative Assessment against the Member. Every such assessment must first be approved by the President. If a Member disagrees with an Administrative Assessment, then the matter must be brought before the Board for a vote. A majority vote of a quorum of Directors shall validate the President's Administrative Assessment. The Member shall have thirty (30) days from the date of the Board validation in order to request an appeal in writing. The appeal hearing shall be scheduled at a time when the Member may appear to make his or her appeal. The Administrative Assessment can be overturned upon a Majority Vote of the Board of Directors with a Quorum present. The Administrative Assessments shall be used exclusively by the Association to reimburse the Association for the time and money expended in efforts to obtain covenant compliance from the violation Member.

- (c) Attorney/ Debt Collection Fee Assessment. The Attorney/ Debt Collection Fee Assessment shall be assessed against each member of the association who is referred to the Board of Directors for Covenant violations and non-compliance issues. After receiving notice in accordance with subsection (b) above, and after a final validation and denial of appeal, if the Member fails to bring the violation into compliance or fails to pay the Administrative Assessment the matter may be referred to an attorney or debt collector who shall give the Member a fourteen (14) days notice letter to cure the default. The Member shall be assessed all attorney fees and costs of collection incurred as a result, for the purpose reducing costs to the Association and to hold Members accountable for the costs incurred as a result of their Covenant violations.
- (d) Special Assessment. A Special Assessment may be enacted by a majority vote of the Board of Directors to cover extraordinary costs that may have not been budgeted for in the Annual Assessment but that are deemed necessary to maintain the purpose and responsibilities of the Association.

2.4 Restraint Upon Alienation of Assets. A Member shall have no vested right, interest, or privilege of, in, or to the assets or funds of the Association, or any right, interest or privilege which may be transferable or inheritable, or which shall continue after his membership ceases, except as an appurtenance to the ownership of his Lot.

2.5 Change of Membership. A change of membership in the Association shall be established by recording in the Office of the Judge of Probate of Shelby County, Alabama, a deed or other instrument establishing a record title to a Lot (the "Record Property") and the delivery to the Association of a certified copy of such instrument, the owner designated by such instrument thereby becoming a Member (the "Record Property Owner"). The membership of the prior Record Property Owner shall be thereby terminated, provided he is not an owner of other Record Properties in the Subdivision. Any change in ownership shall be subject to the relevant Subdivision documents, including the Declaration (as that term is defined in the Articles of Incorporation).

**ARTICLE III
MEMBERS' MEETINGS**

3.1 Place. All meetings of the Members shall be held at such place within the County of Shelby, Alabama, as may be stated in the notice of the meeting.

3.2 Membership List. At least ten (10) days before every election of the directors, a complete list of the Members, arranged alphabetically, shall be prepared by the Secretary. Such list shall be maintained by the Secretary of the Association and shall be open to examination by any Member at any reasonable time and on reasonable notice.

3.3 Regular Meetings.

3.3.1 Regular or annual meetings of the Members shall be held annually on a date chosen by the Board of Directors that is not a legal holiday.

3.3.2 The purpose of the annual meeting is for electing directors and for transacting any other business authorized to be transacted by the Members. The annual meeting may be waived by agreement of two-thirds (2/3) of the voting interests of the Members, in writing.

3.4 Special Meetings.

3.4.1 Special meetings of the Members for any purpose may be called at any time by the President, and shall be called by the President or Secretary at the request, in writing, of either a majority of the Board of Directors or twenty percent (20%) of the Members. Such request shall state the purpose of the proposed meeting.

3.4.2 Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

3.5 Notice. Written notice of every meeting, special or regular, of the Members, stating the day and hour and place and, in the case of special meetings, the object or objects thereof, shall be emailed to each Member at such Member's email address as shown in the books of the Association at least ten (10) days, but no more than fifty (50) days, prior to such meeting unless a Member delivers a signed, written notice to the President of the HOA that the Member will not accept notice by electronic mail. If a Member elects to not receive notice by electronic email, the Association shall mail notice of every meeting, special or regular, of the Members to the Member at such Member's mailing address as shown in the books of the Association.

3.6 Waiver of Notice. Whenever any notice is required to be given to any Member under the provisions of the Alabama Constitution, Alabama Nonprofit Corporation Law, the Alabama Homeowners' Association Act or the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Any Member who attends a meeting and votes upon any matter before the meeting shall be deemed to have waived notice of the meeting whether or not proof of actual notice was given or received.

3.7 Proxies. At any meeting of the Members, each Member shall be entitled to vote in person or by proxy. However, no proxy shall be valid unless it is filed with the Secretary prior to a meeting. Proxies are only valid for the particular meeting designated therein. No proxy vote may be cast on behalf of a Member who is present at a meeting.

3.8 Vote Required to Transact Business. When a quorum is present at any meeting, the holders of a majority of voting rights present and represented at the meeting (whether in person or via proxy) shall decide any question brought before the meeting. If the question is one which requires more than a majority vote by express provision of any statute, the Articles of Incorporation, the Declaration or these Bylaws, the express provision shall govern and control the number of votes required. In all cases where reference is made to percentage of the vote of Members, percentage of the Members, or percentage of the Members for purposes of determining the vote thereof, the percentage stated shall mean the percentage of the voting rights of the Members present and represented at the meeting (whether in person or via proxy).

3.9 Quorum. One-Third (33.33%) percent of the total number of voting rights of the Association present in person or represented by proxy, shall constitute a quorum at all meetings of the Members for the transaction of business, except as otherwise provided by statute or these Bylaws. Any fraction of a percent shall be rounded down to the next whole number which shall be the number needed for a quorum. (e.g. 31 Voting Members multiplied by 33.33% equals 10.33 which would make the quorum 10). If a quorum is not present at any meeting, the Members present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until quorum is present. No business may be transacted at any adjourned meeting until a quorum is present. Any business may be transacted at any adjourned meeting which could have been transacted at the meeting called.

3.10 Order of Business. The Meetings shall be governed by Robert's Rules of Order. The order of business at annual Members' meetings and, as far as practicable, at all other Members' meetings, shall be:

1. Call to order.
2. Calling of roll and certifying of proxies.
3. Proof of notice of meeting or waiver of notice.
4. Reading and disposal of any unapproved minutes.
5. Reports of officers.
6. Reports of committees.
7. Election of Directors.
8. Old business.
9. New business.
10. Adjournment.

3.11 Action by Written Consent. Action required or permitted to be taken at a Members' meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the Members entitled to vote with respect to the subject matter thereof. The consent shall have the same force and effect as a unanimous vote and may be stated as such in any filing instrument filed with either the judge of probate or Secretary of State. Action taken under this Section 3.11 shall be effective on the date the last consenting Member signs the consent, unless the consent specifies a different effective date.

ARTICLE IV DIRECTORS

4.1 Number. The affairs and business of the Association shall be managed by a Board of Directors, consisting of not less than three (3) nor more than seven (7) persons. The number of directors shall be determined pursuant to these Bylaws. Each director shall be a person entitled to cast a vote in the Association or an authorized representative of a Member that is an entity, except for the members of the

initial Board of Directors. The number of directors constituting the initial Board of Directors shall be three (3), as designated in the Articles of Incorporation.

4.2 Term. Each director shall be elected to serve a term of three (3) years or until a successor shall be elected and shall qualify. For the initial Board the term shall be the remaining portion of the year in which these Bylaws are adopted plus the regular Staggered Terms as determined by 4.2.1 below.

4.2.1 Staggered Terms. Directors shall serve staggered terms to be determined as follows:
For the initial election of Directors, the person who receives the most votes shall serve a three (3) term; the person who receives the second most votes shall serve an initial two (2) year term; the person who receives the third most votes shall serve an initial one (1) year term. Should there be a tie, the term for the tying persons shall be determined by a drawing of names. For the initial Board, if the Members decide to elect more than three Directors, the first three slots shall be filled first and then the remaining slots shall be filled in the same manner as above with the person receiving the most votes serving three (3) years and so on until all of the remaining slots are filled.

4.3 Vacancy and Replacement. If the office of any director becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining directors, though less than a quorum, at a special meeting of directors duly called for this purpose, shall choose a successor or successors who shall hold office for the unexpired term in respect to which such vacancy occurred.

4.4 Nomination of Directors.

4.4.1 The then-serving Board of Directors shall set the terms and procedures for the nomination of directors in the notice of the meeting at which the election will occur.

4.4.2 If the Board of Directors do not provide for a nomination procedure, nominations can be made in advance of the meeting at which directors will be elected by providing notice to the Secretary of the Association or at the meeting at which directors will be elected up until the time of voting.

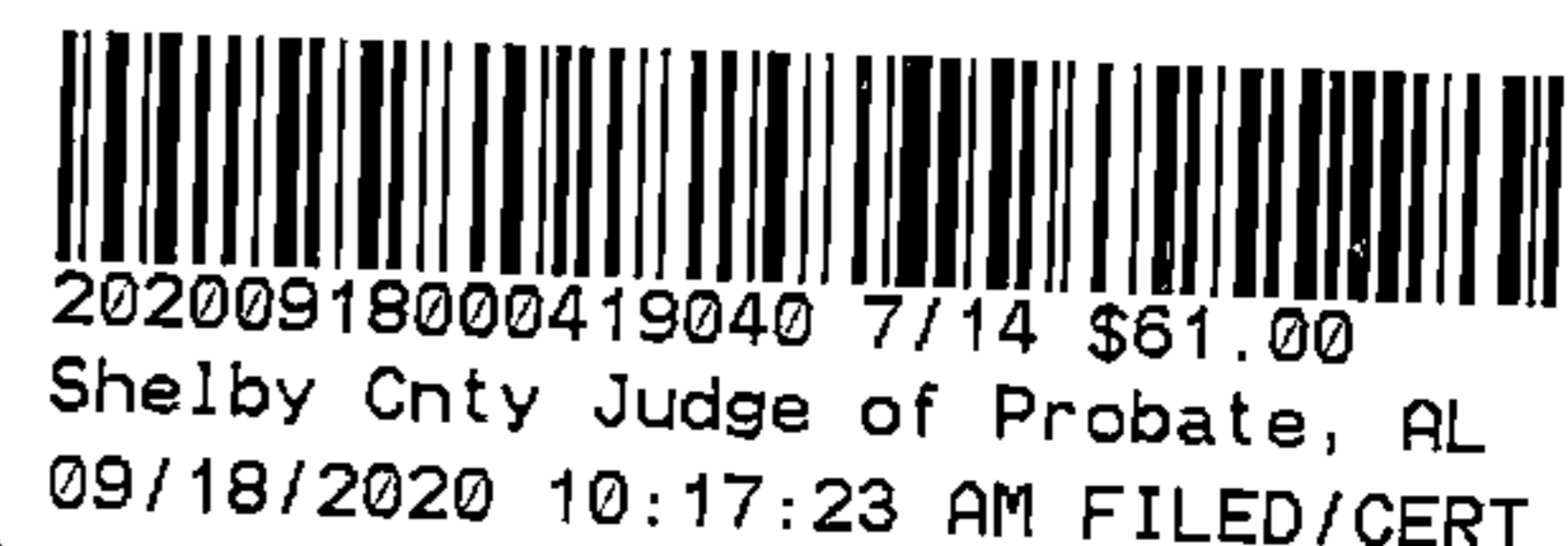
4.4.3 Any Member or authorized representative of an entity that is a Member may nominate himself as a candidate for the director position. Any Member or authorized representative of an entity that is a Member may nominate another Member as a candidate for the director position as long as the candidate is willing to serve as director.

4.5 Election of Directors. Election of directors shall be conducted in the following manner.

4.5.1 Directors shall be elected at the annual meeting of the Members.

4.5.2 The election shall be by secret ballot (unless dispensed with by unanimous consent). The nominees receiving the greatest number of votes cast (a plurality) shall be elected to the Board.

4.6 Removal. Directors may be removed for cause by an affirmative vote of sixty-seven percent (67%) of the voting interests of the Members that are entitled to vote for the election of such Director. Except with respect to the initial Board of Directors, (a) no director shall continue to serve on the Board if, during his term of office, his membership in the Association shall be terminated for any reason whatsoever, (b) no authorized representative of a Member that is an entity shall continue to serve on the Board if, during his term of office, the entity's membership in the Association shall be terminated for any reason whatsoever, and (c) no authorized representative of



a Member that is an entity shall continue to serve on the Board if, during his term of office, the entity revokes his status as an authorized representative thereof or his status as an authorized representative of such entity is otherwise terminated.

4.7 Powers and Duties of Board of Directors. All of the powers and duties of the Association under Alabama Law shall be exercised by the Board of Directors, or its delegate, subject only to approval by the Members when such approval is specifically required by Law or by the Association's governing documents. The powers and duties of the directors shall include, but are not limited to, the following:

4.7.1 To make and collect an Annual Assessment charge against Members to pay the expenses incurred by the Association in carrying out the objects and purposes of the Association.

4.7.2 To make and levy and enforce other Assessments as described in Article II Section 2.6.

4.7.3 To suspend a Member's right to use facilities or services provided directly by or through the Association for the nonpayment of assessments to the extent that access to the Member's Lot is not denied.

4.7.4 To use the proceeds of assessments in the exercise of its powers and duties.

4.7.5 To assess reasonable penalties against a Member or tenants of a Member as permitted by Section 35-20-11 of the Alabama Code (1975) and as described more fully in Article II Section 2.6.

4.7.6 To employ and contract with service contractors in connection with carrying out the objects and purposes of this Association.

4.7.7 To adopt and publish Rules and Regulations governing additionally created Committees and the use of the common areas and facilities within the Subdivision, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof.

4.7.8 To maintain a class action, and to settle a cause of action, on behalf of Record Property Owners with reference to the common areas, the roof and structural components of a building or other improvement, and mechanical, electrical and plumbing elements serving an improvement or a building; and to bring an action, and to settle the same, on behalf of two (2) or more of the Record Property Owners their respective interests may appear, with respect to any cause of action relating to the common areas; all as the Board deems available.

4.7.9 To elect the officers of the Association and otherwise exercise the powers regarding officers of the Association as set forth in these Bylaws.

4.7.10 To determine who shall be authorized to make and sign all instruments on behalf of the Association and the Board.

4.7.11. To employ a management agent or manager, at a compensation established by the Board, to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in this Section.

4.7.12 To take appropriate action to enforce the provisions of the Declaration, any rules and regulations adopted by the Association, and the Bylaws. In connection with same, the Board is authorized to file or defend appropriate suits or request for arbitration filed under any of said instruments, acts or provided for by the laws of Alabama.

4.7.13 To employ attorneys, accountants, and other persons or firms reasonably necessary to carry out the provisions of the Declaration, Bylaws and Articles of Incorporation of the Association and the Rules and Regulations.

4.8 Eligibility. A person who is delinquent in the payment of any fee, fine, or other mandatory obligation to the Association for more than ninety (90) days is not eligible for Board membership. A person who has been convicted of any felony in Alabama or in a United States District or Territorial Court, or has been convicted of any offense in another jurisdiction which would be considered a felony if committed in Alabama, is not eligible for Board membership unless such felon's civil rights have been restored for at least 5 years as of the date on which such person seeks election to the Board.

4.9 Annual Statement. The Board will present a full and clear statement of the business and condition of the Association and an account of the financial transactions of the past year at the annual meeting of the Members.

4.10 Compensation. The directors shall not be entitled to any compensation for service as directors, but directors may be reimbursed for approved out-of-pocket expenses incurred on behalf of the Association.

ARTICLE V DIRECTORS' MEETINGS

5.1 Organizational Meetings. The first meeting of each new Board elected by the Members shall be held immediately upon adjournment of the meeting at which they were elected or as soon thereafter as may be practicable. The annual meeting of the Board shall be held at the same place as the general Members' meeting.

5.2 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

5.3 Special Meetings. Special meetings of the Board may be called by the President on five (5) days' notice to each director. Special meetings shall be called by the President or Secretary in like manner and on like notice upon the written request of one-third (1/3) of the directors.

5.4 Waiver of Notice. No written notice of a Board meeting shall be required if all of the directors meet by unanimous consent. The directors may, by resolution duly adopted, establish regular monthly, quarter-annual or semi-annual meetings. If such resolution is adopted, no notice of such regular meetings of the Board shall be required. Any required notice may be waived in writing signed by the person entitled to such notice whether before or after the time stated therein.

5.5 Quorum. A quorum at a directors' meeting shall consist of a majority of the entire Board. The acts approved by a majority of those present at a meeting at which a quorum is present, shall constitute the act of the Board, except when approval by a greater number of directors is required by statute or by these Bylaws.

5.6 Adjourned Meetings. If at any meeting of the Board there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called, may be transacted without further notice.

5.7 Joinder in Meeting by Approval of Minutes. The joinder of a director in any action taken at a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such director for the purpose of determining a quorum.

5.8 Presiding Officer. The presiding officer of a directors' meeting shall be the President of the Association. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

5.9 Action Without a Meeting. Action required or permitted to be taken at a Board meeting may be taken without a meeting if the action is taken by all members of the Board. The action must be evidenced by one or more written consents describing the action taken, signed by each director, and included in the minutes or filed with the corporate records reflecting the action taken. Action taken under this Section 5.9 shall be effective when the last director signs the consent, unless the consent specifies a different effective date.

**ARTICLE VI
OFFICERS**

6.1 Officers. The executive officers of the Association shall be a President, Vice President, Treasurer and Secretary, each of whom shall be elected at the annual meeting of the Board of Directors. The Board may elect more than one Vice President. The Board may appoint such other officers and agents that it may deem necessary, who shall hold office at the pleasure of the Board and have such authority and perform such duties as from time to time may be prescribed by said Board. The initial officers are as follows:

Ken Mardick-	President
Terry Coggins-	Secretary/Treasurer
Jeremy Headley-	Vice President

6.2 Qualification. Except with respect to the office of the Secretary, no person shall be entitled to hold office except a Member or an authorized representative of a Member that is an entity. The President must be a member of the Board of Directors

6.3 Term. The officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board may be removed at any time by the affirmative vote of sixty-seven percent (67%) of the voting interests of the Members. Notwithstanding the foregoing, (a) no officer that is a Member shall continue to serve as an officer of the Association if, during his term of office, his membership in the Association shall be terminated for any reason whatsoever, (b) no authorized representative of a Member that is an entity shall continue to serve as an officer of the Association if, during his term of office, the entity's membership in the Association shall be terminated for any reason whatsoever, and (c) no authorized representative of a Member that is an entity shall continue to serve as an officer of the Association if, during his term of office, the entity revokes his status as an authorized representative thereof or his status as an authorized representative of such entity is otherwise terminated.

6.4 President. The President shall be the chief executive officer of the Association; he shall preside at all meetings of the Members and Directors; shall be an ex-officio member of all standing committees; shall have general management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect.

6.5 Secretary.

6.5.1 The Secretary shall keep the minutes of the Members' meetings and of the Board of Directors' meetings in one or more books provided for that purpose. Resolutions shall be maintained in one such minute book.

6.5.2 The Secretary shall see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law.

6.5.3 The Secretary shall be custodian of the corporate records and of the seal of the Association.

6.5.4 The Secretary shall keep a register of the post office address of each Member, which shall be furnished to the Secretary by such Member.

6.5.5 In general, the Secretary shall perform all duties incident to the office of the Secretary and such other duties as may be assigned to him by the President or by the Board of Directors.

6.6 Vice President. The Vice President shall be vested with all the powers and required to perform all the duties of the President in his absence, and such other duties as may be prescribed by the Board of Directors.

6.7 Treasurer. The Treasurer shall be vested with all powers, and shall be required to perform all of the duties, as may be prescribed by the Board of Directors, including but not limited to the following:

6.7.1. The Treasurer shall keep full and accurate accounts of all financial records of the Association including receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may be designated by the Board of Directors or these By-Laws; shall keep the financial records and books of account of the Association in accordance with good accounting practices, shall keep detailed, accurate records of the receipts and expenditures; and shall perform all other duties incident to the office of Treasurer. The records, books of account and the vouchers authorizing payments, shall be available for examination by a member of the Association at convenient hours of week days.

6.7.2. The Secretary shall disburse the funds of the Association as ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and directors at the regular meetings of the board, an account of all his transactions as Treasurer, and of the financial condition of the corporation.

6.8 Vacancies. If any office becomes vacant by reason of death, resignation, disqualification or otherwise, the Board, by a majority vote, may choose a successor or successors who shall hold office for the unexpired term.

6.9 Resignations. Any director or other officer may resign his office at any time. Such resignation shall be made in writing, to the Secretary, and shall take effect at the time of its receipt by the Association, unless some time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

6.10 Compensation. The compensation, if any, of all employees of the Association shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association.

ARTICLE VII COMMITTEES

7.1 Creation of Committees. The Board, by a majority vote, may create committees at its discretion; however, the Architectural Control Committee shall perform as a standing committee of the Association. Any Committees created by the Board shall have a membership duly elected and maintained in the same manner as the Architectural Committee described in Section 7.2. It is acceptable, though not required, for one committee to be comprised of the same Members as another. By way of example a duly created Garden/Landscape Committee could be comprised of the same Members of the ACC.

7.2 Architectural Control Committee. The Architectural Control Committee (herein "ACC") shall have the primary duty to examine and approve or disapprove all plans, including site plans, plans for construction or improvements or additions on Lots within Wyngate. The authority of the Architectural Control Committee is derived from the Covenants as set out in the Declaration of Protective Covenants and Agreements for Wyngate Sector 1 filed in the Office of Probate of Shelby County Alabama in Book 133 at Pages 224 through 250. The ACC shall consist of at least three (3) members, and at least 2/3's of the membership shall be composed of the Members of the Association. The members of the ACC shall be elected by a majority of the Voting Members of the Association and shall serve three (3) year terms. In the event of death or resignation of any member of the Committee, the Voting Members of the Association shall elect another member to maintain a minimum of three members. The affirmative vote of a majority of the members of the ACC shall be required to issue any permit, authorization, approval or disapproval pursuant to the directives set out herein.

ARTICLE VIII LIABILITY

8.1 Liability. The Association assumes no responsibility for injuries sustained by or damages resulting from the acts or omissions of Members or contractors of the Association.

8.2 Conflicts of Interest. No contract or other transaction between the Association and one or more of its directors, officers or any other corporation, firm, association or entity in which one or more directors or officers of the Association are directors or officers or are financially interested, shall be either void or voidable because of such relationship or interest. Any director of the Association, or any corporation, firm, association or entity of which any director or officer of the Association is a director or officer or is financially interested, may be a party to, or may have a pecuniary or other interest in such contract or transaction shall be disclosed or known to the Association Board at the meeting of the Association Board or a committee thereof which authorizes, approves or ratifies such contract or transaction and, if such fact shall be disclosed or known, any director or officer of the Association so related or interested. Any director or officer of the Association may vote on any contract or other transaction between

the Association and any affiliated corporation without regard to the fact that he or she is also a director or officer of such affiliated corporation.

**ARTICLE IX
AMENDMENT OF BYLAWS**

9.1 Bylaws. The Bylaws of the Association may be altered, amended or repealed by vote of a two-thirds majority vote of the Board after the following Sixty (60) day process in this subsection set out below.

9.2 A document with the proposed changes and a date for a meeting in sixty (60) days must be emailed (mailed to all Members who chose not to receive emails) in the first month. In addition to the proposed changes, notice of the Members' ability to comment to the Board via group email, or by mail correspondence, during the interim up and to seven (7) days prior to the meeting shall be communicated to all Members.

9.3 A meeting of the Board shall be held wherein the comments of the Members shall be considered and discussed. The Board shall then vote. The results of the vote shall be made public to the Members.

9.4 All changes, amendments, and modifications of the Bylaws will be registered with the appropriate government entity. In addition, all changes, amendments, and modifications will be posted on the Association's website, if any, and/or emailed or mailed to the Members within seven (7) days after adoption by the Board.

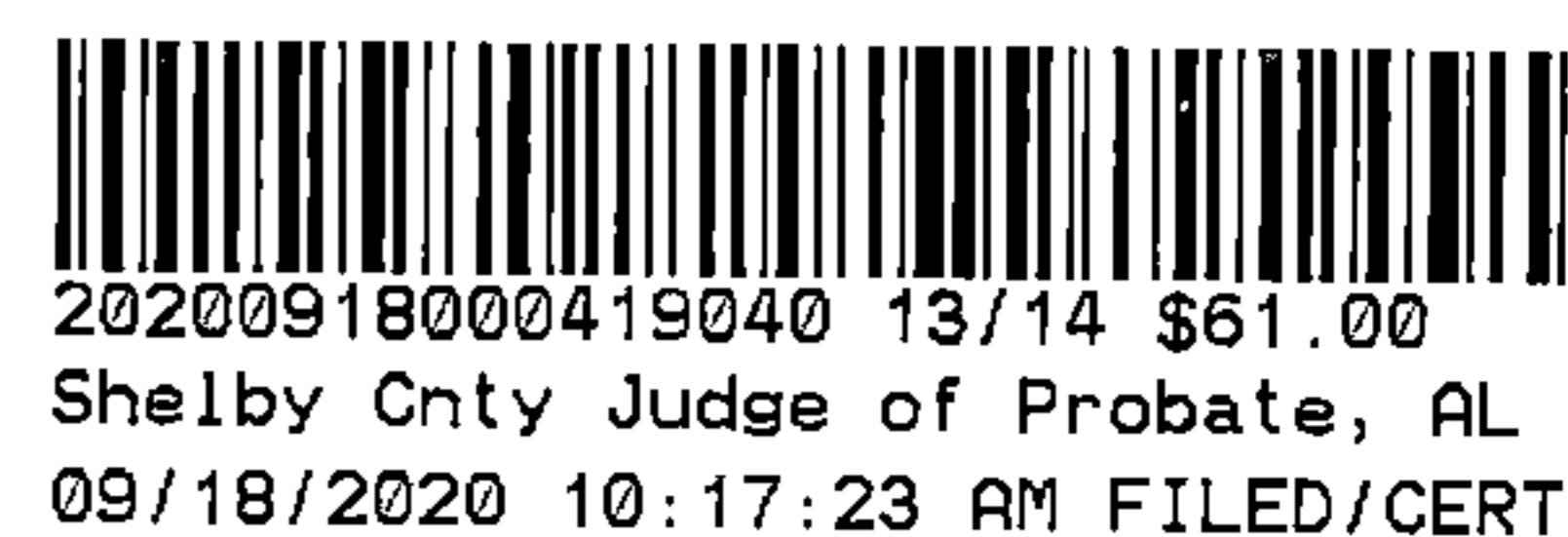
**ARTICLE X
CONFLICT**

10.1. Conflict. In the event there shall exist a conflict between these Bylaws and the Articles of Incorporation, the Articles of Incorporation shall govern. In the event there shall exist a conflict between these Bylaws and the Covenants, the Covenants shall govern. In the event of any conflict or ambiguity between the terms, provisions, definitions, covenants and conditions set forth herein in these Bylaws and the Alabama Association Act (Title 35, Chapter 20, Code of Alabama 1975, as amended from time to time (the "HOA Act")), then the provisions of the HOA Act shall at all times control.

**ARTICLE XI
COMMUNICATIONS AND RECORDS**

11.1 Budget. The Board of Directors shall adopt an annual budget for the Association for each calendar year on or before December 31 of the preceding calendar year. A copy of the budget shall be provided to Members following its adoption. If the Board of Directors fails to adopt an annual budget for any particular year, the Association shall operate using the most recent budget that has been properly adopted until such time as the Board of Directors adopts a new budget.

11.2 Communications. The Association shall establish and maintain an efficient method of communication with the Members, which may include, but is not limited to, U.S. mail, electronic mail, and/or the use of an Association owned website. Notwithstanding the foregoing, the Association shall have




the right to provide all notices and other communications to the Members required under the Articles of Incorporation, the Declaration, these Bylaws, the Alabama Nonprofit Corporation law (and any successor thereto), and/or the Alabama Homeowners' Association Act (and any successor thereto) by electronic email unless a Member delivers a signed, written notice to the President of the Association that the Member will not accept notice by electronic mail. In such an event, the Association shall provide all such notices and other communications to such Member via United States mail at such Member's mailing address as shown in the records of the Association.

11.3 Records. The Association shall compile, organize, and maintain full and complete records of the Association, which will be available to any Member upon request within a reasonable time, not to exceed thirty (30) days from the date of the request, and upon the payment of reasonable associated costs. The Association, acting through its officers, may provide the records and information in paper or electronic form or direct the Member to the location of any public record containing the record or information sought by such Member.

IN WITNESS WHEREOF, The Members has caused this Agreement to be executed by and through its duly authorized representative as of the day and year first above written.

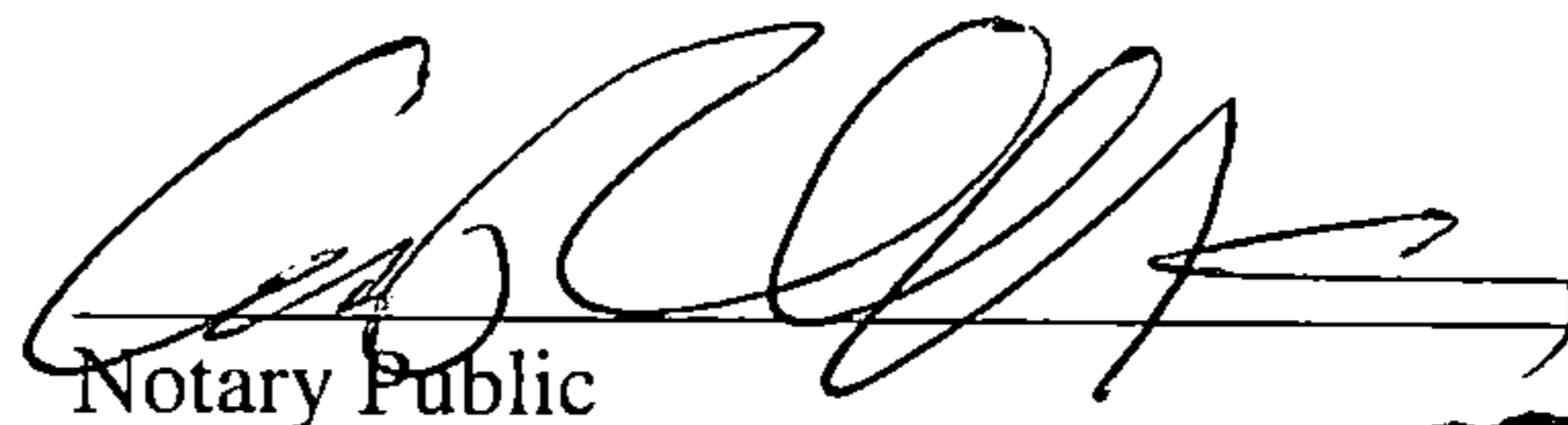
Wyngate Homeowners Association, Inc.


By: Ken Mardick,
Its President

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned notary public in and for said state and county, hereby certify that, KEN MARDICK who has signed the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he, with full authority, executed the same voluntarily for and as the act of said Association.

Given under my hand and official seal this 19th day of May, 2020.


Notary Public

My commission expires

