



**BROKEN BOW HOMEOWNERS' ASSOCIATION  
BY-LAWS**

- I. The name of this group shall be Broken Bow Homeowners' Association. Its location shall be Broken Bow Subdivision, Shelby County, Alabama.
- II. The Association shall be non-profit, and no dividends or pecuniary profits shall be declared or paid to the members thereof. The period of duration of this non-profit group shall be perpetual subject to a condition subsequent.
- III. The business and purpose of this Association shall be to help preserve and promote property values and enjoyable living experience through the collective efforts of the residents of the Broken Bow Subdivision.
- IV. Association offices shall be held voluntarily by Broken Bow residents who own property in the Subdivision. The term of office for each officer shall be at his or her discretion. The succession of officers may occur informally or formally. The formal succession of an officer shall be by a majority vote of a quorum of the members during a General Election. A quorum shall be defined as 51% of the members whose dues are paid for the current period. Existing officers shall endeavor to fill office vacancies within a 12-month period. Officers may be removed as per article V of the Association's Articles of Incorporation, or by process of formal succession, stated herein.
- V. The general officers of the Association shall be Lead Board Member and Associate Board Member. There shall be no fewer than two Associate Board Members. The principal duties of the Lead Board Member shall be to determine and promote the Association's direction, in collaboration with the Board, and to provide oversight of the Association's activities. The principal duties of the Associate Board Members shall be to promote and carry out the direction, obligations, and activities of the Association. These include but are not limited to pertinent matters of contract, record, documentation, and finance. The Board shall communicate and meet as needed to effectively carry out its objectives and activities.
- VI. No action shall be brought, in law or in equity, against any officer of this Association for any course of action taken or expenditure made as long as such course of action or expenditure was made in subjective good faith and in accordance with the purposes and functions of this Association as established by the members. Said course of action or expenditure shall be final and binding on the membership as a whole. The officers shall have the right to enforce all covenants and restrictions of record, for all residents, pertaining to the Broken Bow Subdivision. However, the officers shall not be held liable, in any capacity, for any failure to enforce a violation of said covenants and restrictions. Their purpose is to aid residents, as they deem proper or necessary.
- VII. An active member of the Association is one who owns and/or resides in a dwelling within the boundaries of Broken Bow Subdivision, and whose Association dues (set by the members) are paid in full for the current 12-month period, beginning April 1. In matters of voting, each address is entitled to one vote, regardless of the number of its residents.

VIII. The Association shall keep its funds in an Association-named account and separate from any and all personal or business accounts of its Board members or members. No fewer than two officers shall be authorized account signers. All officers shall be informed of expenditures, except those that are regular and on-going. Expenditures exceeding ten percent (10%) of the then-current treasury balance shall require prior knowledge of the Board and approval of the majority of officers. No expenditure may exceed the limits of the treasury at that time.

IX. Changes to the by-laws can be made only by written or electronic ballot with a majority of the members of the Association approving.

X. This Association shall terminate upon a majority of the members electing to do so. Upon dissolution of this Association, an accounting of all monies and assets shall be distributed equally to all current members whose dues are paid in full, without prejudice, and with no liability attaching to any individual or individuals.

IN WITNESS WHEREOF the undersigned have caused these By-Laws to be duly executed as of the date first below written.

John Tice, Lead Board Member

Signature John R Tice Date 12/7/20

April Jeff, Associate Board Member

Signature April Jeff Date 12/8/20

Theresa McMichen, Associate Board Member

Signature Theresa McMichen Date 12/8/20



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Shelby Cnty Judge of Probate, AL  
12/10/2020 09:58:44 AM FILED/CERT

State of Alabama  
County of Shelby

On this 7<sup>th</sup> day of December, 2020, before me, the undersigned notary public, personally appeared John Tice, April Jeff, and Theresa McMichen, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal:

Beverly Sue Goodwin  
Notary Public

