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BYLAWS 1/13

**AMENDED AND RESTATED BYLAWS FOR  
DEER RIDGE LAKES RESIDENTIAL  
ASSOCIATION, INC.  
(a corporation not for profit)**

This instrument prepared by:  
John M. Alford  
Attorney at Law  
100 Brook Drive, Ste. D  
Helena, AL 35080

**AMENDED AND RESTATED BYLAWS OF  
DEER RIDGE LAKES RESIDENTIAL ASSOCIATION, INC.**

**A Corporation not for Profit  
under the Laws of the State of  
Alabama**

**RECITALS:**

These are the Bylaws of Deer Ridge Lakes Residential Association, Inc. (hereinafter for convenience called "Association" or "Corporation"), a corporation not for profit, incorporated under the laws of the State of Alabama and subject to the Alabama Homeowners Association Act of 2016.

**WHEREAS**, the Association has heretofore executed the Bylaws for Deer Ridge Lakes which pertain to properties recorded in Map Book 37 Pages 58 and 59, and Map Book 31, Pages 106 and 107, and Map Book 22, Page 80. Which Bylaws, in accordance with State law, have not been heretofore recorded. Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them; and

**WHEREAS**, the Association desires to make amendments in order to more efficiently carry out the affairs of the Association, which amendments are made consistent with Article XVI of said Bylaws.

**NOW, THEREFORE**, in consideration of the premises, the Association does hereby amend and restate the Bylaws as follows:

**ARTICLE I  
ASSOCIATION**

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

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

**1.3 Seal.** The corporate seal of the Association, if desired by the Association, shall consist of two concentric circles, between the edges of which shall be engraved the words: **Deer Ridge Lakes Residential Association, Inc., Alabama, Not for Profit**, and across the center thereof the words: **Corporate Seal**, all as shown by an imprint of such seal in the margin of these Bylaws. Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

## **ARTICLE II DEFINITIONS**

**2.1 Articles.** The Articles of Incorporation of Deer Ridge Lakes Residential Association, Inc. as recorded in the Office of the Judge of Probate of Shelby County, Alabama.

**2.2 Association.** Deer Ridge Lakes Residential Association, Inc., its successors and assigns.

**2.3 Association Land.** Any real property which may at any time hereafter be owned by the Association for so long as the Association or successor thereof may be the owner thereof.

**2.4 Board.** The Board of Directors of the Association.

**2.5 Bylaws.** The duly enacted Bylaws of the Association.

**2.6 Common Areas.** Those portions of the Property which are conveyed to the Association or otherwise defined or designated as Common Areas pursuant to the provisions of the Declaration or by notation on any record map or plat of the Property.

**2.7 Declaration.** The Declaration of Protective Covenants for Deer Ridge Lakes, recorded in the Office of the Judge of Probate of Shelby County, Alabama, as the same may from time to time be supplemented or amended in the manner described herein.

**2.8 Deed.** Any deed, court decree, or other instrument conveying fee title into any part of the property subjected to the Declaration.

**2.9 Lot.** Any unit, lot, part, or parcel of the Property designed for a residence and platted of record, regardless of whether a dwelling has or has not been constructed thereon.

**2.10 Lot Owner.** The owner or owners of record title to any Lot.

**2.11 Member.** A person or other entity who is a record owner of fee simple title to any portion of the Property.

**2.12 Property.** The lands included within the survey of Deer Ridge Lakes (more particularly described in the attached Exhibit A), and any other real property which may be subjected to this Declaration by separate instrument.

**2.13 Resident.** Any person or persons occupying a Lot.

## **ARTICLE III MEMBERSHIP**

**3.1 Membership.** The Members of the Association shall consist of all Lot Owners together with all those persons or other entities as set forth in ARTICLE VII of the Articles.

**3.2 Rights and Obligations of Membership.** The Members shall have all the rights,

privileges, duties, and obligations as set forth in the Declaration, the Articles, and elsewhere in these Bylaws.

**3.3 Assessments.** The rights of membership are subject to the payment of such assessments, fees, and charges as might be imposed, levied, or set by the Association. The obligation for the payment of such assessments and charges is imposed against each Lot Owner, and is a lien upon, the Lot against which such assessment or charge is made, as provided by the Declaration.

**3.4 Suspension of Membership Rights.** The membership rights of any Member, including the right to vote, shall be suspended for any period during which any assessment or charges owed to the Association by such Member remains unpaid. Any such suspension shall not affect such Member's obligation to pay assessments coming due during the period of suspension and shall not affect the permanent charge and lien on the Member's Lot in favor of the Association. Any suspension of a Member's right to vote pursuant to this Section 3.4 shall result in that Member's vote being removed from the calculation of a quorum as described in these Bylaws.

#### **ARTICLE IV VOTING RIGHTS**

Each Member entitled to vote shall have those voting rights as set forth in ARTICLE VII of the Articles. When entitled to vote, each Member shall have one (1) vote for each Lot owned by such Member. When more than one (1) person (or other such entity) holds an ownership interest or interests in any Lot, the vote for such Lot shall be exercised as they among themselves shall determine, but in no event shall more than one (1) person be entitled to cast the vote with respect to any Lot. In the event of disagreement among such persons (or other entities) and an attempt by more than one to cast the vote of such Lot, such persons (or other entities) shall not be recognized and the vote with respect to such Lot shall not be counted.

#### **ARTICLE V ASSOCIATION POWERS**

**5.1 Additions to Common Areas.** The Association shall accept the conveyance to it of additional Common Areas as are determined by the Board of Directors; provided that the property to be so conveyed meets all the requirements for becoming Common Areas set forth in the Declaration. No approval from any Member of the Association or anyone else is required for the Board of Directors to accept as additional Common Areas property otherwise meeting the requirements for becoming additional Common Areas. However, the Board shall not purchase, invest in, secure, or otherwise acquire property for a dollar amount greater than five thousand dollars (\$5,000.00) unless such is approved by the affirmative vote of fifty percent (50%) plus one (1) of the Members eligible to vote.

**5.2 Other Property Owned by the Association.** In addition to acquiring additional Common Areas in the manner described in Section 5.1 hereof, the Association may, in the discretion of the Board, accept the conveyance to it of property which shall not be held by the



Association as Common Areas under the terms and provisions of the Declaration, but, rather, which may be used or leased by the Association for any purpose which the Board shall choose. However, the Board shall not purchase, invest in, secure, lease, or otherwise acquire property for a dollar amount greater than five thousand dollars (\$5,000.00) unless such is approved by the affirmative vote of fifty percent (50%) plus one (1) of the Members eligible to vote.

**5.3 Mortgages.** The Association shall have the power to mortgage or otherwise burden or encumber all or part of its properties, provided that any such mortgaging or encumbering shall be authorized by a fifty-five percent (55%) affirmative vote of the Members entitled to vote.

**5.4 Dedication or Transfer of Properties.** The Association shall have the power to transfer the ownership of all or part of its properties, by dedication to a public authority or otherwise, provided that any such transfer shall be authorized by fifty-five percent (55%) affirmative vote of the Members entitled to vote.

## **ARTICLE VI BOARD OF DIRECTORS**

**6.1 Selection; Terms of Office.** The Board shall consist of five (5) Directors, who shall be elected in the manner set forth in Article VII of these Bylaws, each of whom shall serve a term of three (3) years and such period of time thereafter until a replacement has been elected by the Members. All Board members must be Residents and Members in good standing.

**6.2 Vacancies.** Vacancies in the Board shall be filled by the majority of the remaining Directors, any such appointed Director to hold office until his successor is elected by the Members at the next annual meeting of the Members or at any special meeting duly called for that purpose.

## **ARTICLE VII ELECTION OF DIRECTORS BY MEMBERS ENTITLED TO VOTE**

**7.1 Election of Directors.** Elections to the Board by the Members shall be by written ballot as hereinafter provided. At such elections, the Members or their proxies may cast as many votes as there are vacancies to be filled on the Board for each Lot in which they hold any interest required for membership by ARTICLE VII of the Articles. Cumulative voting is not allowed. The names receiving the largest number of votes shall be elected.

**7.2 Nominations.** Nomination for the Board may be made by petition signed by more than five (5) Members of the Association, provided that the member to be nominated is in good standing with the Association (as defined in Article III Section 4 of these Bylaws) and such petitions are filed with the Secretary of the Association at least thirty (30) days before the date of the meeting at which the Directors are to be elected. **No person who has been removed from a position on the Board for cause, pursuant to the power granted to the Members in the Articles of Incorporation, shall be eligible for nomination to the Board.**

**7.3 Ballots.** All elections to the Board shall be made on a written ballot which shall: (a) describe the vacancies to be filled; (b) set forth the names of those nominated to fill such vacancies which have been timely filed with the Secretary of the Association; and (c) containing a space for a write-in vote by the Members for each vacancy. Such ballots shall be prepared and mailed by the Secretary of the Association to the Members at least fourteen (14) days in advance of the date set forth therein for a return (which shall be a date not later than the date for the annual meeting or special meeting called for election).

**7.4 Voting Procedures.** Each Member shall receive one (1) vote for each Lot with respect to which he is the record owner (subject to the provisions of ARTICLE III and ARTICLE IV hereof). Each Member shall indicate next to the name of each nominee on the ballot the number of votes he casts for the election of such nominee to the Board or shall write in the name of a person not so nominated in the space on the ballot provided for this purpose, together with the number of votes he wishes to cast for said person. All ballots shall be signed by the Member casting it and returned to the Secretary of the Association, who, upon receipt of each ballot, shall immediately place it in a safe or other locked place until the day set forth for the annual or other special meeting at which the elections are to be held. On that date, the ballots shall be turned over to an Elections Committee which shall consist of three (3) Members appointed by the property management company, if the affairs of the Association are being carried out through a contract with a property management company, otherwise they shall be appointed by the Board. The Elections Committee shall then adopt a procedure which shall:

A. Establish that the number of ballots turned in by each Member corresponds with the number of vote-eligible Lots owned by such Member or his proxy identified on the ballot. Lots which are vote-eligible are all Lots except those unimproved lots which, pursuant to the Declaration, have chosen to pay a maintenance fee as opposed to the annual assessment ; and

B. Establish that the signature of the Member or his proxy on the ballot is genuine; and

C. If the vote is by proxy, establish that a proxy has been filed with the Secretary as provided in ARTICLE XIII of these Bylaws and that such proxy is valid.

If any ballot is found to contain more than the number of votes which the Member signing such ballot is entitled to cast, all votes on such ballot shall be disqualified and shall not be counted. After the announcement of the results by the Elections Committee, unless a review of the procedure is demanded by thirty-five percent (35%) of the Members casting ballots in the election within ten (10) days after the election, the election shall be deemed valid and uncontested. However, the Association shall hold onto the ballots cast in any election of Board members for a period of 3 years.



**ARTICLE VIII  
POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

**8.1 Powers.** The Board shall have the powers:

A. To call special meetings of the Members whenever it deems necessary, and it shall call a meeting at any time upon written request of one-fourth (1/4) of the voting membership, as provided in Section 12.2.

B. To appoint and remove at pleasure all officers, agents, and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any member, officer, or Director of the Association in any capacity whatsoever.

C. To establish, levy, assess, and collect the assessments and charges set forth in Article III.

D. To adopt and publish rules and regulations governing the use of the Common Areas and the facilities, and the personal conduct of the Members and their guests thereon.

E. To exercise for the Association all powers, duties, and authorities vested in or delegated to the Association, except those reserved to Members in the Declaration, in the Articles, or elsewhere in these Bylaws.

F. To appoint such committees, as it deems in the best interests of the Association to carry out the functions and duties of the Board.

**8.2 Director Absence.** In the event that any member of the Board of the Association shall be absent from three (3) consecutive regular meetings of the Board, the Board may by action taken at the meeting during which said third absence occurs, declare the office of said absent Director to be vacant, and the provisions relating to the filling of a vacancy of the Board as set forth in Article VI shall become operative.

**8.3 Duties.** It shall be the duty of the Board:

A. To cause to be kept a complete record of all its acts and corporate affairs and to present the statement thereof to the voting Members at the annual meeting of the voting Members or at any special meeting when such is requested in writing by one-fourth (1/4) of the total voting membership, as provided in Section 12.2.

B. To supervise all officers, agents and employees of the Association, and to insure that their duties are properly performed.

C. As more fully provided in the Declaration and ARTICLE III of these Bylaws, to fix the amount of the assessment against each Lot owned by a Member at least thirty (30) days in advance of the date of any payment of such assessment is due.

**D.** To prepare a roster of the Lots and assessments applicable thereto which shall be kept in the offices of the Association and which shall be open to inspection by any Member thereof, and, to send written notice of each assessment to every Member subject thereto.

**E.** To issue, or cause an appropriate officer to issue upon demand by any person, a certificate setting forth whether any assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

**F.** To obtain and maintain a liability insurance policy or policies for the protection of the Association covering the Common Areas and covering such risks and with such deductible amounts as the Board shall determine.

## **ARTICLE IX DIRECTORS MEETING**

**9.1 Time and Place.** Meetings of the Board may be held at any place within or without the State of Alabama. The annual meeting of the Board shall be held immediately following the close of the annual meeting of the Members and at the place thereof, or the Board may hold such annual meeting at such place and time as shall be fixed by the consent in writing of a majority of the Directors. Regular meetings of the Board may be held at such time and place (within or without the State of Alabama) as shall from time to time be determined by the Board.

**9.2 Notice.** Notice of regular meetings of the Board is hereby dispensed with. If the day for a regular meeting shall fall upon a holiday, the meeting shall be held at the same hour on the first day following which is not a holiday, and no notice thereof need be given.

**9.3 Special Meetings.** Special meetings of the Board shall be held when called by any officer of the Association or by any two (2) Directors after not less than three (3) days' notice to each Director.

**9.4 Waivers, Consents and Approvals.** The transaction of any business at any meeting of the Board, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present and, if either before or after the meeting, each of the Directors not present signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and shall be made a part of the minutes of the meeting.

**9.5 Quorum.** The majority of the Board shall constitute a quorum thereof

**9.6 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 without need of a quorum at the meeting as originally called, may be transacted without further notice.



**ARTICLE X  
OFFICERS**

**10.1 Officers.** The officers shall be a President, a Secretary, and a Treasurer. The President shall be a member of the Board.

**10.2 Majority Vote.** The officers shall be chosen by majority vote of the Directors.

**10.3 Term.** All officers shall hold office at the pleasure of the Board.

**10.4 President.** The President shall preside at all meetings of the Board, and shall see that orders and resolutions of the Board are carried out, and sign all notes, checks, leases, mortgages, deeds and all other written instruments as may be incidental to the orders and resolutions of the Board.

**10.5 Vice President.** The Vice President shall perform all the duties of the President in his absence.

**10.6 Secretary.** The Secretary shall be "ex-officio" the Secretary of the Board, and shall record the vote and keep the minutes of all proceedings in a book to be kept for such purpose. He shall keep the records of the Association. He shall record in a book kept for such purpose the names of all Members of the Association together with their addresses as registered by such Members. The Secretary shall give notice of meetings as required, and shall receive and file proxies of Members as provided in ARTICLE XIII hereof.

**10.7 Treasurer.** The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; provided, however, that a resolution of the Board shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer shall sign all checks and notes of the Association, provided that such checks and notes shall also be signed by the President or the Vice President in his absence.

**10.8 Bookkeeping.** The Treasurer shall keep proper books of account and cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year. The Treasurer shall prepare the annual budgets and an annual balance sheet statement and the budget and balance sheet statement shall be presented to the membership at its regular annual meeting.

**ARTICLE XI  
COMMITTEES**

**11.1 Standing Committees.** The Board may delegate its duties to standing committees of the Association as described in this ARTICLE XI.

Unless otherwise provided herein, each committee shall consist of a Chairman and two (2) or more members, one (1) of which three (3) total committee members shall be a member of

the Board. The committees shall be appointed by the Board immediately after each annual meeting to serve until the close of the next annual meeting. The Board may appoint such other committees as it is deemed desirable.

**11.2 Social/Welcome Committee.** The Committee shall advise the Board when new Members join the Association and shall also be tasked with the planning of any social events for Deer Ridge Lakes.

**11.3 Maintenance Committee.** The Maintenance Committee shall advise the Board on all matters pertaining to the maintenance, repair, or improvement of the Common Areas and shall perform such other functions as the Board shall, in its discretion, determine.

**11.4 Lake Committee.** The Lake Committee shall advise the Board on all matters pertaining to the maintenance, repair, or improvement of the lakes in the community and shall perform such other functions related to the lakes as the Board shall, in its discretion, determine.

**11.5 Subcommittees.** Each Committee shall have the power to appoint a subcommittee from among its membership and may delegate to any such subcommittee any of its powers, duties and functions set forth in this ARTICLE XI, and as delegated by the Board.

**11.6 Review of Complaints.** It shall be the duty of each committee to receive complaints from Members on any matter involving Association functions, duties and activities in its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, Director or officer of the Association as is further concerned with the matter presented.

## **ARTICLE XII MEETINGS OF MEMBERS**

**12.1 Annual Meeting.** The regular annual meeting of the members shall be held at 2:00 o'clock P.M. on the second Weekend in February of each year (beginning the year in which said meeting date is more than twelve months following the initial meeting), provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the following weekend. The place of the annual meetings shall be determined by the Board.

**12.2 Special Meetings.** Special meetings of the Members for any purpose may be called at any time by the President, the Vice President, the Secretary or the Treasurer, or by any two (2) or more members of the Board. In addition, special meetings of the Members must be called upon the written request of the Members who have a right to vote one-fourth ( $\frac{1}{4}$ ) of the total votes entitled to be cast under the provisions of ARTICLE VII of the Articles at the time such written request is made.

**12.3 Notice.** Notice of any meetings of the Members shall be given to the Members by the Secretary. Notice may be given to the Members either personally, or by sending a copy of the notice through the mail, postage thereon fully prepaid, to his address appearing on the books of the Association. Each Member shall register his address with the Secretary, and notices of

meetings shall be mailed to him at such address. Notice of any regular or special meeting shall be mailed at least six (6) days in advance of the meeting, and shall set forth in general the nature of the business to be transacted; provided, however, that if the business of any meeting shall involve an election governed by Article VII, notice of such meeting shall be given or sent as therein provided.

**12.4 Quorum.** The presence at the meetings of Members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the vote of the class of membership so meeting shall constitute a quorum for any actions governed by these Bylaws unless it is provided otherwise in the Declaration, or the Articles, or elsewhere in these Bylaws.

### **ARTICLE XIII PROXIES**

**13.1 Form of Vote.** At all meetings of Members, each Member entitled to vote may vote in person or by proxy.

**13.2 Proxies.** All proxies shall be in writing filed with the Secretary of the Association. No proxy shall extend beyond a period of eleven (11) months, and every proxy shall automatically cease upon the sale by the Member of his Lot or other interest in Member's Property.

### **ARTICLE XIV INSPECTION OF BOOKS AND PAPERS**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any Member.

### **ARTICLE XV PARLIAMENTARY RULE**

Robert's Rules of Order (latest edition) shall govern the conduct of the Association proceedings when not in conflict with the Declaration or the Articles.

### **ARTICLE XVI AMENDMENT**

These Bylaws may be amended upon a majority vote of the Board in any respect; provided, however, that those provisions of these Bylaws which are governed by the Articles may not be amended except as provided therein or except as provided by applicable law; and provided further, that any matter stated herein to be or which is in fact governed by the Declaration may not be amended except as provided in the Declaration.

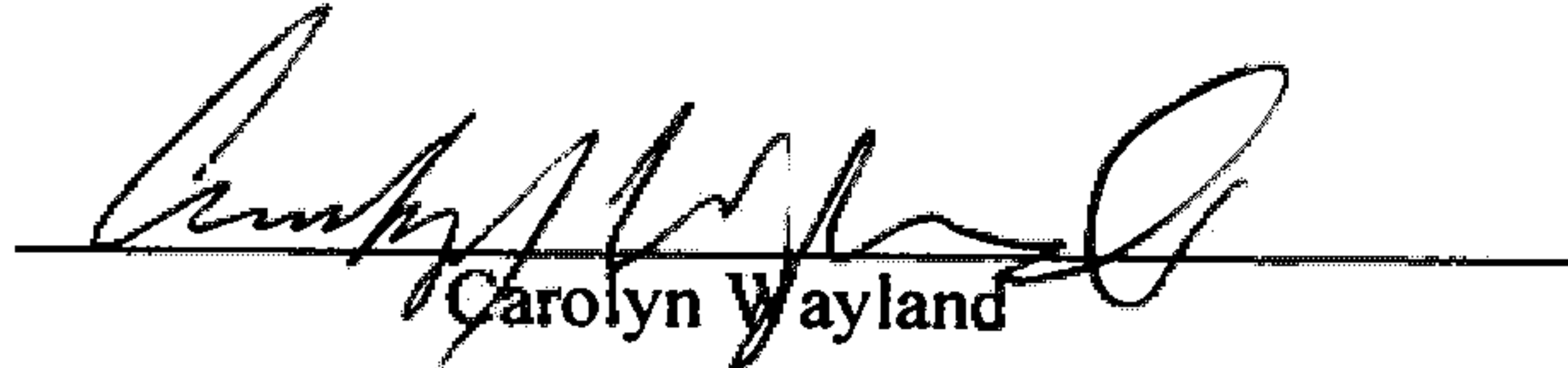


**ARTICLE XVII  
CONFLICTS**

In the case of any conflict between the Articles and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

IN WITNESS WHEREOF, we, being all of the directors of Deer Ridge Lakes Residential Association, Inc., have heretofore set our hands this 26<sup>th</sup> day of February, 2021.

**DEER RIDGE LAKES RESIDENTIAL ASSOCIATION,  
INC.,**  
an Alabama Non-Profit Corporation

  
Carolyn Wayland

  
Myron Lyons

  
Beverly Craft

STATE OF ALABAMA )  
SHELBY COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that MYRON LYONS, COROLYN WAYLAND, and DEVERLY CRUMP, whose names as Directors of Deer Ridge Lakes Residential Association, Inc., an Alabama non-profit corporation, is signed to the foregoing, and who are known to me, acknowledged before me, on this day that being informed of the contents of such, they, as such Directors and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 26 day of February, 2021.

  
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Notary Public  
My Commission Expires:



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
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*Allen S. Bayal*