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Shelby Cnty Judge of Probate, AL
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450-839

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION**

OF

HOMEOWNER'S ASSOCIATION OF CANTERBURY COVE

This instrument prepared by:
F. A. Branscomb Beavers, Esq.
BEAVERS LAW, LLC
4301 Dolly Ridge Road
Birmingham, AL 35243

Alabama
Sec. Of State

Entity Change
450-839 DHA
Date 12/13/2021
Time 14:36
211213 30 Pg

File \$100.00
County \$.00

Total \$100.00
04/016

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF
HOMEOWNER'S ASSOCIATION OF CANTERBURY COVE**

WHEREAS, the undersigned are the owners (the "Owners") of at least 2/3rds or more of the Lots in the record plat of Canterbury Cove, as recorded Map Book 39 on page 132 and Instrument No. 20080404000136940, in the Office of the Judge of Probate of Shelby County, Alabama (the "Property" or the "Lots");

WHEREAS, the Homeowners' Association of Canterbury Cove (the "Association") was formed upon the filing of the Certificate of Formation of Homeowner's Association of Canterbury Cove in the Office of the Judge of Probate, Shelby County, Alabama on December 15, 2017 at Instrument Number 20171215000447350, and in the Office of the Secretary of State of Alabama on December 22, 2017 (the "Certificate of Formation");

WHEREAS, the Supplement to Certificate of Formation was filed in the Office of the Alabama of Secretary of State on January 29, 2018, which included the Articles of Incorporation of Homeowner's Association of Canterbury Cove (the "Articles of Incorporation");

WHEREAS, the applicable provisions of the Code of Alabama, 1975, allow the amendment of Articles of Incorporation and Certificate of Formation by the vote of 2/3rds of the membership of the Association; and

WHEREAS, the Owners desire to Amend and Restate, in its entirety, the Articles of Incorporation, and amend such provisions set forth in the Certificate of Formation, and in any and all previous articles, certificates or other formation documents with respect to the Association or any other owners' association applicable to the Property, as is necessary to be consistent with the terms and conditions set forth herein;

NOW, THEREFORE, the Owners, which comprise at least 2/3rds of the members of the Association, and all of the Directors of the Association, by their consent, as evidenced by their execution of this instrument, hereby agree that the Articles of Incorporation are hereby declared to be superseded, null, void and of no further force or effect, and are hereby amended and restated in its entirety as follows, and further, any previous articles, certificates or other formation documents with respect to the Association or applicable to the Property, are hereby amended and superseded as necessary to be consistent with the terms and conditions set forth herein, as follows:

The undersigned, for the purpose of the formation and operation of a corporation pursuant to the provisions of the Alabama Nonprofit Corporation Law as set forth in Chapters 1 and 3 of the Alabama Business and Nonprofit Entity Code, *Ala. Code* (1975) §§ 10A-1-1.01 *et seq.* (the "Corporation Law") and the Alabama Homeowners' Association Act, *Ala. Code* (1975) § 35-20-1 *et seq.* (the "Homeowners' Act"), hereby adopt the following Amended and Restated Articles of Incorporation of Homeowner's Association of Canterbury Cove (hereinafter the "Articles" or these "Articles"), and certify as follows:



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1. **Name.** The name of the corporation is "Homeowner's Association of Canterbury Cove" (the "Association").

2. **Type of Entity.** The Association is being formed as an Alabama nonprofit corporation pursuant to the terms of the Corporation Law.

3. **Duration.** The period of duration of the Association shall be perpetual.

4. **Purposes and Powers.** The purposes for which the Association is organized for any lawful purpose or purposes and the powers of the Association are as follows:

(a) To provide for the efficient preservation of the appearance, value and amenities with respect to the real property located within the Common Areas (hereinafter defined).

(b) To own, operate, maintain, manage, repair and replace Common Areas.

(c) To grant and obtain easements, leases, licenses, and concessions through, over, across, under and upon any of the Common Areas.

(d) To enforce all of the terms and provisions of the Declaration of Protective Covenants for Canterbury Cove dated as of February 26, 2008, recorded in the Office of the Judge of Probate of Shelby County, Alabama at Instrument Number 20080404000136950, as the same may be amended from time to time (collectively referred to herein as the "Declaration") (*Capitalized terms not otherwise specifically defined herein shall have the same meanings given to them in the Declaration*), to enforce the provisions of the Bylaws of this Association, as the same may be amended from time to time, and to make, establish, and enforce reasonable rules and regulations governing the administration, operation, and management of the real property (the "Property") which is subject to the Declaration.

(e) To make, levy, collect, and enforce Assessments (herein so called), for the management, operation, maintenance, replacement and repair of the Common Areas, and to establish and enforce liens against the lots within the Property for which any Assessments are not paid in the amount and at the time established by the Association, as set forth in Paragraph 16 herein below, together with late fees and accrual of interest in such amounts as are determined by the Association, together with attorneys' fees and costs, and to foreclose any such lien, with power of sale, in the same manner as the foreclosure of a mortgage.

(f) To employ personnel and contract for services, material, and labor, including contracting for the management of the Common Areas of the Property.

(g) To enforce any of the provisions of the Declaration by legal and equitable actions as may from time to time be necessary.

(h) To enter into, make, and perform contracts of every kind for any lawful purposes without limit as to amount, with any person, firm, association, partnership, limited



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partnership, corporation, municipality, county, state, territory, government, governmental subdivision, or body politic.

(i) To operate without profit for the sole and exclusive benefit of its Members.

(j) To carry on any other business in connection with the foregoing, to transact any or all lawful business for which corporations may be incorporated under the Corporation Law, as amended, and to have and exercise all powers necessary or convenient to effect the purposes of the Association.

(k) With respect to the ACC established pursuant to the Declaration, the Board of Directors shall appoint the ACC members, and may replace and appoint themselves or others as they deem appropriate to serve as the ACC members.

(l) THIS ASSOCIATION DOES NOT CONTEMPLATE PECUNIARY GAIN OR PROFIT FOR THE MEMBERS THEREOF AND THE FUNDS OF THE ASSOCIATION, WHETHER RECEIVED BY GIFT OR OTHERWISE, REGARDLESS OF THE SOURCE THEREOF, SHALL BE EXCLUSIVELY USED IN THE PROMOTION OF THE BUSINESS OF THE ASSOCIATION, AS THE BOARD OF DIRECTORS MAY FROM TIME TO TIME DETERMINE.

5. **Registered Office and Agent.** The location and mailing address of the registered office of the Association, and the name of its registered agent at such address, are as follows:

James Robert Higginbotham
6723 Double Oak Ct.
Birmingham, Alabama 35242

6. **Nonstock and Nonprofit Status.** The Association shall have no capital stock, is not organized for profit, and does not contemplate pecuniary gain or profit to the Members. No part of the earnings of the Association shall inure to the benefit of any Member, individual, officer, or director. The Association does not contemplate the distribution of gains, profits, or dividends to the Members and is organized solely for nonprofit purposes.

7. **Members and Voting Rights.**

(a) **Members.** The Members of the Association shall consist of all owners of Lots within the Property. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of a Lot. As used in this Certificate of Formation, the term "**Member**" shall mean the owner of any Lot within the Property.

(b) **Voting Rights of Members.** The voting rights of the Members are set forth in the Bylaws.

8. Directors.

(a) Number of Directors. The affairs of the Association shall be managed by a Board of Directors (each member of which is hereinafter sometimes referred to individually as a "Director" and collectively as the "Directors" or "Board of Directors"). The number of Directors constituting the Board of Directors shall be three (3); thereafter, the number of Directors constituting the Board of Directors shall be as provided in the Bylaws, as may be amended from time to time. The Directors are required to be members of the Association, except that in the event a Lot is owned by an entity, any member, shareholder, officer, director, or beneficiary of such entity may be a Director. The names and addresses of each person who is to serve as a Director of the Association until their successors are elected and qualified or until such Directors are removed as provided in Paragraph 8(b) of these Articles are as follows:

<u>NAME</u>	<u>ADDRESS</u>
James Robert Higginbotham	6723 Double Oak Ct. Birmingham, AL 35242
Gwen Sanderson	6724 Double Oak Ct. Birmingham, AL 35242
Daniel Grayson Smith	6750 Double Oak Ct. Birmingham, AL 35242

(b) Election and Removal of Directors. The members of the Board shall be elected and may be removed in accordance with the terms and provisions of the Bylaws, as may be amended from time to time.

(c) Powers. Except as may be otherwise provided to the contrary in the Declaration and Amendment to Declaration, these Articles, or the Bylaws of the Association, as may be amended from time to time, all powers of the Association shall be exercised by or under authority of, and the business and affairs of the Association shall be managed under the direction of the Board of Directors.

(d) Conflicts of Interest. No contract or other transaction between the Association and one or more of its Directors or any other corporation, firm, association, or entity in which one or more of its Directors 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 of the Association is a director or officer or is financially interested may be a party to, or may be pecuniarily or otherwise interested in, any contract or transaction of the Association, provided that such relationship or interest in such contract or transaction shall be disclosed or known to the Board of Directors at the meeting of the Board of Directors or a committee thereof which authorizes, approves or ratifies such contract or transaction and, if such fact shall be disclosed or known, any Director so related or interested may be counted in determining a quorum at such meeting and may vote on such matter or action with the same

force and effect as if he were not so related or interested. Any director 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 is also a director of such affiliated corporation.

9. **Incorporators.** The name and address of the original incorporators as listed in the Certificate of Formation are as follows:

Gwen Sanderson, 6724 Double Oak Ct., Birmingham, AL 35242

Steve Sanderson, 6724 Double Oak Ct., Birmingham, AL 35242

Robert Higginbotham, 6723 Double Oak Ct., Birmingham, AL 35242

10. **Distribution of Assets upon Dissolution.**

(a) Upon dissolution of the Association, after provision for creditors and payment of all costs and expenses of such dissolution, unless otherwise agreed to the contrary in the plan of distribution, all remaining assets shall of the Association be distributed among the Members of the Association, as tenants in common, with each Member's share of the assets to be determined in accordance with their respective voting rights, as set forth in the Bylaws.

(b) Dissolution of the Association shall be accomplished as set forth in the Homeowners' Act.

11. **Power of President and Vice Presidents to Execute Documents.** The President and each Vice President of the Association shall each have authority to execute all instruments, documents, and contracts on behalf of the Association.

12. **Indemnification of Officers, Directors, Employees and Agents.**

In amplification and not in limitation of the provisions of applicable law:

(a) Pursuant to § 10A-20-16.01 *et seq.* and § 6-5-336 of the *Ala. Code*, 1975, as amended, all non-compensated directors, officers and other volunteers of the Association shall be immune from suit and shall not be subject to civil liability arising from the conduct of the affairs of the Association except when the act or omission of such person that gives rise to the cause of action amounts to willful or wanton misconduct or fraud or gross negligence.

13. **Amendment.** These Articles may be amended at any time from time to time by the affirmative vote of **all** of the following: (a) a majority of the members of the Board of Directors, (b) 2/3rds of the Members of the Association voting, either in person or by proxy, either (i) at a duly convened meeting of the Members held pursuant to the terms and provisions of the Bylaws or (ii) in a ballot vote held pursuant to the provisions of Section 2.09 of the Bylaws provided that the provision of paragraph 16 hereof may not be amended except upon the approval of the owners of all of the Lots.



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14. **Incorporation by Reference.** All of the terms, provisions, definitions, covenants, and conditions set forth in the Declaration are hereby expressly incorporated herein by reference as if fully set forth herein. In the event of any conflict or ambiguity between the terms, provisions, definitions, covenants, and conditions set forth in these Articles and the First Declaration and the Amendment to Declaration, then the provisions of these Articles shall at all times control.

15. **Common Areas.** The Common Areas of the Property are hereby defined as, and include: both sides of the entry road to the Property at Highway 41 (the "Entry"), which includes the built monument entry sign at the Entry; the lights and all wiring and improvements associated therewith at the Entry; an irrigation system and water meter which are to be installed at the expense of the Association at the Entry; and all landscaping at the Entry.

16. **Assessments.** With the exception of Vacant Lots as set forth in Paragraph 17 hereinbelow, all Lots are subject to the payment of annual dues in the amount of Eight Hundred Dollars (\$800.00), which are due and payable in advance on January 1st of each year, and such dues shall commence on January 1, 2022, and shall be for said amount until such time the amount may be revised by the Board of Directors.

17. **Vacant Lots.** Any Lot upon which a home has not been constructed shall be exempt from assessments until a home has been developed on such Lot. A home shall be deemed as constructed on a Lot at such time that construction initially commences on such Lot, and dues will be prorated to the date of commencement of construction.

18. **Counterparts.** These Articles may be executed in any number of counterparts and all of such counterparts shall for all purposes constitute one document, notwithstanding that all parties are not signatories to the same counterpart, and further, the pages of the counterparts on which appear the signatures of the incorporator and the owners may be detached from the respective counterparts of these Articles and attached all to one counterpart which shall represent the one final Articles.

IN WITNESS WHEREOF, these Amended and Restated Articles of Incorporation has been executed by the undersigned, who comprise at least 2/3rds of the Owners (Members of the Association), and all the Directors of the Association, and are deemed effective upon the filing thereof with the Office of the Alabama Secretary of State.

{This space intentionally left blank; Signature pages to immediately follow}



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I, Elisha Holake, the undersigned, in my capacity as Authy Representative
of IRA Innovations, LLC FBO James Higginbotham IRA, an Alabama limited liability company,
hereby, in said capacity, join in and consent to the terms and provisions of these Amended and
Restated Articles of Incorporation and subject the Lot owned by said entity thereto.

IRA Innovations, LLC FBO James Higginbotham IRA:

By: Elisha Holake DATE: 11/16/21

Its: Authy Representative

STATE OF ALABAMA)

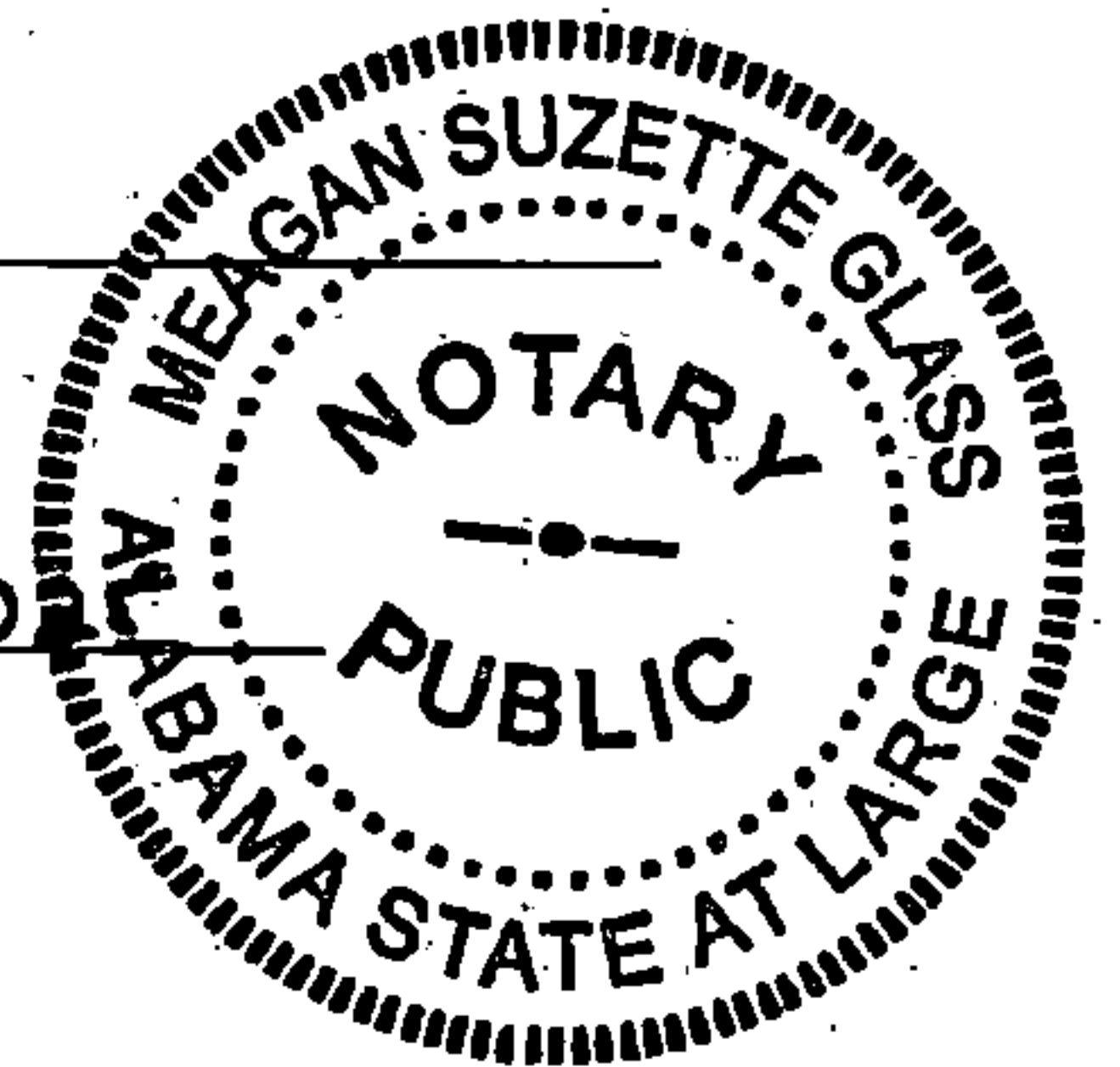
SHELBY COUNTY)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that
Elisha Holake, whose name is signed to the foregoing instrument, and who, in
his/her capacity as Authy Representative of IRA Innovations, LLC FBO James Higginbotham IRA,
an Alabama limited liability company, is known to me, acknowledged before me on this day that
being informed of the contents of said instrument, he/she, in said capacity, executed the same
voluntarily on the date set forth hereinabove on behalf of and with full authority of IRA
Innovations, LLC FBO James Higginbotham IRA.

Given under my hand and seal this 16 day of November, 2021.

Megan Suzette Glas
Notary Public

My commission expires: 8/13/2022



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The undersigned, James Robert Higginbotham, as a member of the Board of Directors of the Association, do hereby join in and consent to the terms and provisions of these Amended and Restated Articles of Incorporation.

James Robert Higginbotham DATE: 11/16/21
James Robert Higginbotham

STATE OF ALABAMA)

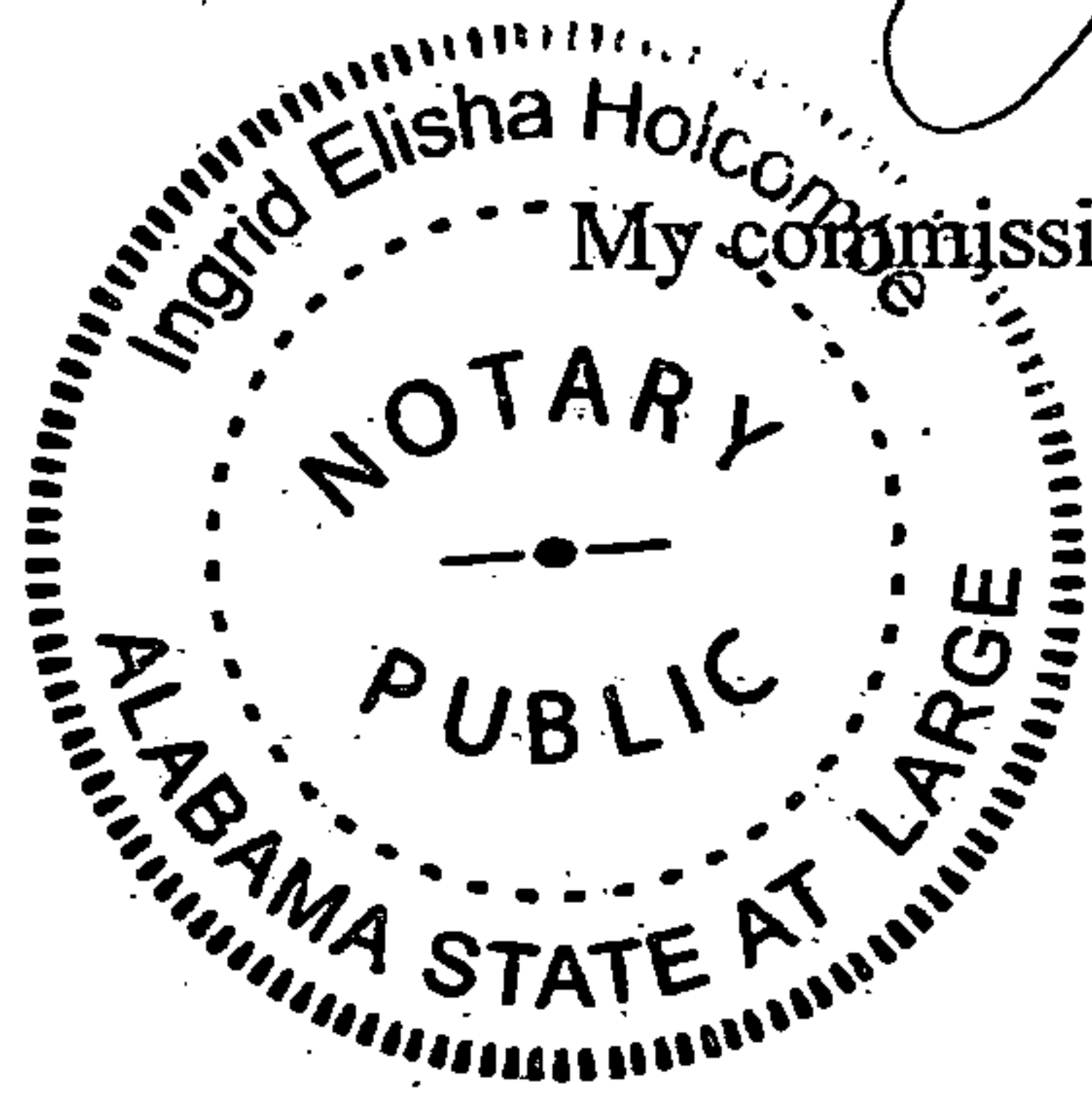
SHELBY COUNTY)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that James Robert Higginbotham, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, he executed the same voluntarily on the date set forth hereinabove.

Given under my hand and seal this 11 day of November, 2021.

[Signature]
Notary Public

My commission expires: Sept 21, 2024





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I, Gwen Sanderson, the undersigned, as a member of the Board of Directors of the Association and as a Lot Owner, hereby consent to the terms and provisions of these Amended and Restated Articles of Incorporation and subject my Lot thereto.

Gwen Sanderson
Gwen Sanderson

DATE: 11/12/2021

STATE OF ALABAMA)

SHELBY COUNTY)

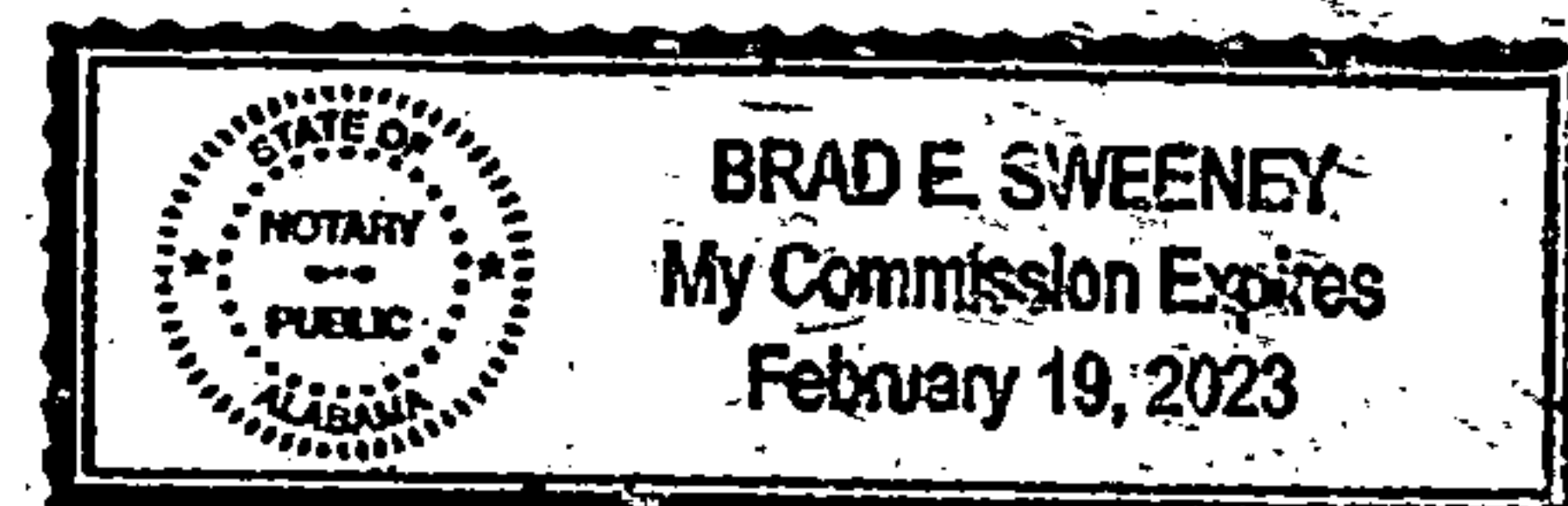
I, the undersigned, a notary public in and for said County, in said State, hereby certify that Gwen Sanderson, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, she executed the same voluntarily on the date set forth hereinabove.

Given under my hand and seal this 12th day of NOVEMBER, 2021.

Brade Sweeney

Notary Public

My commission expires: 02/19/2023





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I, Daniel Grayson Smith, the undersigned, as a member of the Board of Directors of the Association and as a Lot Owner, hereby join in and consent to the terms and provisions of these Amended and Restated Articles of Incorporation and subject my Lot thereto.

Daniel Grayson Smith

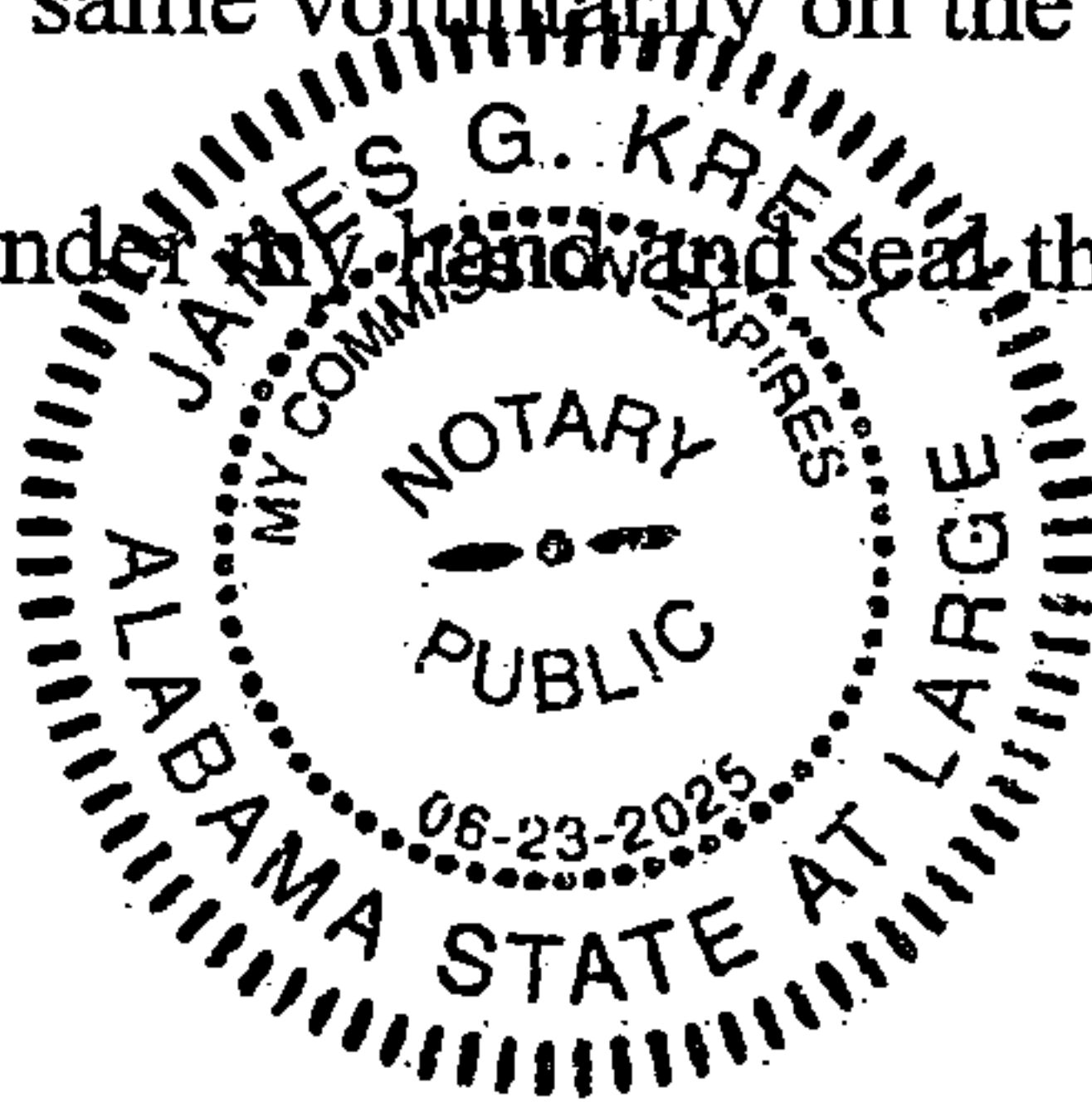
DATE: 11/19/21

Daniel Grayson Smith

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Daniel Grayson Smith, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, he executed the same voluntarily on the date set forth hereinabove.

Given under my hand and seal this 19th day of November, 2021.



James G. Krell
Notary Public

My commission expires: 06/23/2025

I, Kelly Lyn Smith, the undersigned, as a Lot Owner, hereby join in and consent to the terms and provisions of these Amended and Restated Articles of Incorporation and subject my Lot thereto.

Kelly Lyn Smith

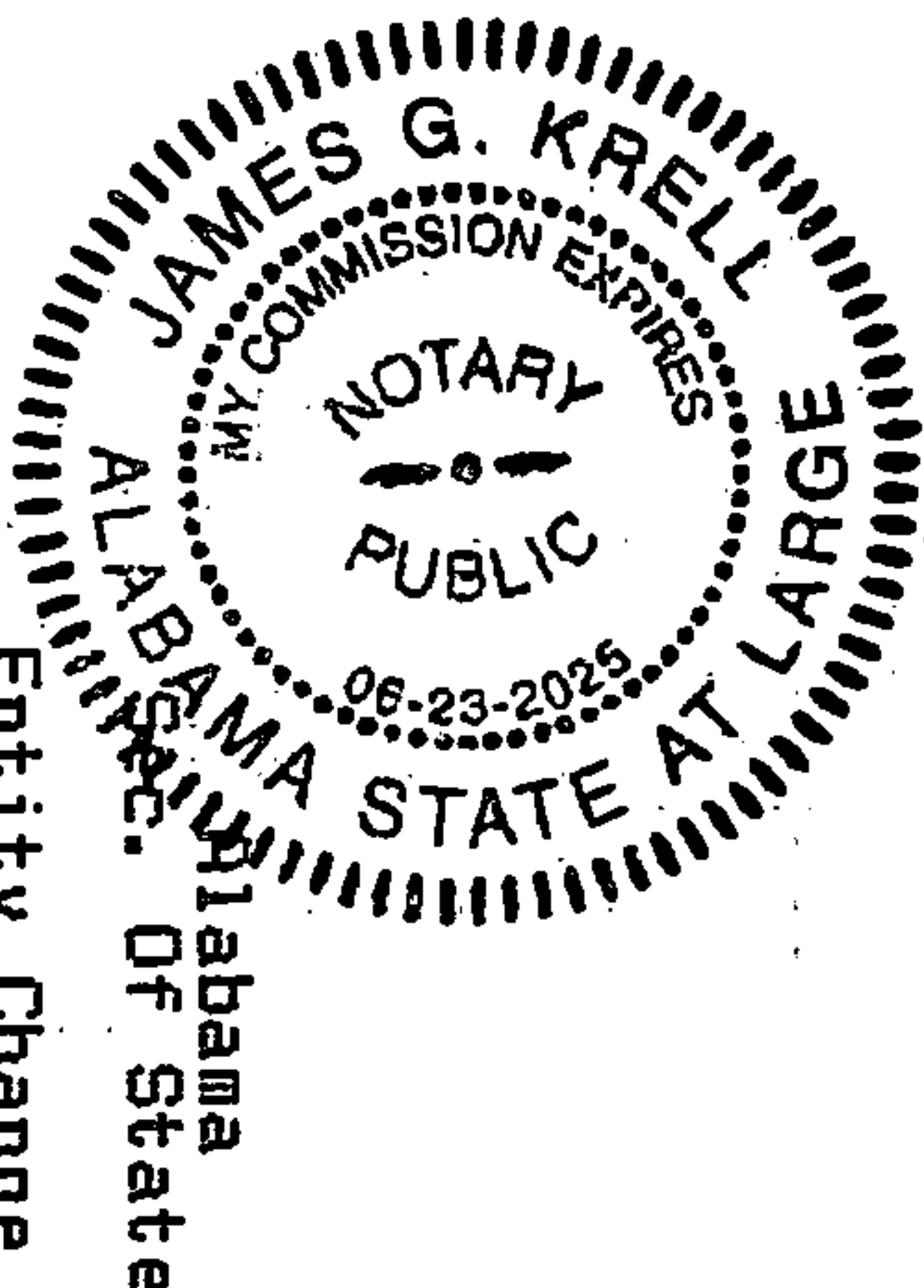
DATE: 11/19/2021

Kelly Lyn Smith

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Kelly Lyn Smith, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, she executed the same voluntarily on the date the set forth hereinabove.

Given under my hand and seal this 19th day of November, 2021.



James G. Krell
Notary Public

My commission expires: 06/23/2025

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AMENDED AND RESTATED BY-LAWS

OF

HOMEOWNER'S ASSOCIATION OF CANTERBURY COVE

This instrument prepared by:
F.A. Branscomb Beavers, Esq.
BEAVERS LAW, LLC
4301 Dolly Ridge Road
Birmingham, AL 35243



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**AMENDED AND RESTATED BY-LAWS
OF
HOMEOWNER'S ASSOCIATION OF CANTERBURY COVE**

WHEREAS, the undersigned are the owners (the "Owners") of 2/3rds or more of the Lots in the record plat of Canterbury Cove, as recorded Map Book 39 on page 132 and Instrument No. 20080404000136940, in the Office of the Judge of Probate of Shelby County, Alabama (the "Property" or the "Lots");

WHEREAS, the Homeowners' Association of Canterbury Cove (the "Association") was formed upon the filing of the Certificate of Formation of Homeowner's Association of Canterbury Cove in the Office of the Judge of Probate, Shelby County, Alabama on December 15, 2017 at Instrument Number 20171215000447350, and in the Office of the Secretary of State of Alabama on December 22, 2017 (the "Certificate of Formation");

WHEREAS, the Supplement to Certificate of Formation was filed in the Office of the Secretary of State of Alabama on January 29, 2018, which included the By-Laws of Homeowner's Association of Canterbury Cove (the "By-Laws of Homeowner's Association");

WHEREAS, the By-Laws of Homeowner's Association allow the amendment of the By-Laws of Association by the vote of the owners of 2/3rds or more of the Lots; and

WHEREAS, the Owners desire to Amend and Restate, in its entirety, the By-Laws of Homeowner's Association, and amend such provisions set forth in the Certificate of Formation, and in any and all previous articles, certificates or other formation documents with respect to the Association or any other owners' association applicable to the Property, as is necessary to be consistent with the terms and conditions set forth herein;

NOW, THEREFORE, the Owners, which comprise 2/3rds or more of the members of the Association, and all of the Directors of the Association, by their consent, as evidenced by their execution of this instrument, hereby agree that the By-Laws of Homeowner's Association are hereby declared to be superseded, null, void and of no further force or effect, and are hereby amended and restated in its entirety as follows, and further, any previous articles, certificates or other formation documents with respect to the Association or applicable to the Property, are hereby amended and superseded as necessary to be consistent with the terms and conditions set forth herein, as follows:

ARTICLE I

THE ASSOCIATION

SECTION 1.01 Name. The name of this Association shall be Homeowner's Association of Canterbury Cove (the "Association"), which was formed under the Alabama Nonprofit Corporation Law as set forth in Chapters 1 and 3 of the Alabama Business and Nonprofit Entity Code, Ala. Code (1975) §§ 10A-1-1.01 et seq. (the "Corporation Law") and the Alabama Homeowners' Association Act, Ala. Code (1975) §§ 35-20-1 et seq. (the "Homeowners' Act"), by filing the Certificate of Formation, defined hereinabove, in the Office of the Judge of Probate, Shelby County, Alabama on December 15, 2017 at Instrument Number 20171215000447350, and in the Office of the Secretary of State of Alabama on December 22, 2017.



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SECTION 1.02 Certificate of Formation and Declaration. The provisions of these Amended and Restated By-Laws of Homeowner's Association of Canterbury Cove (hereinafter the "By-Laws" or the "Bylaws" or these "By-Laws" or these "Bylaws") are expressly subject to the terms and provisions of the Certificate of Formation, the Amended and Restated Articles of Incorporation (the "Articles") executed and filed with the Office of the Alabama Secretary of State simultaneously herewith, and the Canterbury Cove Declaration of Covenants dated February 26, 2008 and recorded on April 4, 2008 in the Office of the Judge of Probate of Shelby County, Alabama, and recorded as Instrument No. 20080404000136950 and as may be amended from time to time (which, together with all subsequent amendments thereto, is hereinafter referred to as the "Declaration"). *Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration.*

SECTION 1.03 Principal Office. The principal office of the Association in the State of Alabama shall be located at c/o James Robert Higginbotham, 6723 Double Oak Ct., Birmingham, Alabama 35242. The Association may have such other offices, either within or without the State of Alabama, as the Board of Directors may designate from time to time.

SECTION 1.04 Registered Office. The registered office of the Association required by the Alabama Nonprofit Corporation Law to be maintained in the State of Alabama shall be the same as the principal office of the Association.

ARTICLE II

MEMBERS

SECTION 2.01 Membership. As used in these Bylaws, the term "Member" shall mean an Owner of a Lot, as defined in the Declaration. Each person who is the Owner of any Lot within the Property shall be a Member of the Association. If a Lot is owned by more than one person and if only one of those persons is present at a meeting of the Association, that person shall be entitled to cast the vote appertaining to such Lot; provided, however, that if more than one of those persons is present, the vote appertaining thereto shall be cast only in accordance with their unanimous agreement, and, if no unanimous agreement is reached, the vote appurtenant to such Lot shall be suspended. No Owner, whether one or more persons, shall be entitled to more than one (1) vote per Lot owned. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of a Lot. The voting rights of any Member who has violated the Declaration or who is in default in the payment of any Assessments may be limited and suspended in accordance with the provisions of these Bylaws or any rules and regulations adopted from time to time by the Association. If a Lot is owned by an entity, then the entity shall be a Member and shall be represented at meetings of the Association by a member, shareholder, officer, director, or beneficiary of the entity, as designated by the entity, and shall be entitled to cast the vote appertaining to such Lot.

SECTION 2.02 Annual Meeting. The first annual meeting of the Members of the Association shall be held on the 1st day of September 2021, and, unless otherwise approved by the Board of Directors, all subsequent annual meetings of the Members shall be held on each anniversary date thereafter. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day. Subject to the provisions of Section 2.09 below, at each annual meeting, the Members of the Association shall, subject to the terms of Sections 2.01 and 3.03 of these Bylaws, elect the Board of Directors of the Association and otherwise transact such other business as may come before such meeting. Subject to the provisions of Section 2.09 below, if the election of Directors shall not be held on the day designated herein for any annual meeting of the Members of the Association, or any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the Members of the Association as soon thereafter as may be convenient.



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SECTION 2.03 Special Meetings. Subject to the provisions of Section 2.09 below, special meetings of Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called either by the President or the Board of Directors of the Association, and shall be called by the President, Vice President, or Secretary/Treasurer of the Association upon the petition of at least thirty percent (30%) or more of the total votes in the Association.

SECTION 2.04 Place of Meeting. Subject to the provisions of Section 2.09 below, the Board of Directors may designate any place, either within or without the State of Alabama, as the place of meeting for any annual or special meeting. In the absence of any designation, all meetings shall be held at the principal office of the Association in the State of Alabama.

SECTION 2.05 Notice of Meeting. Subject to the provisions of Section 2.09 below, written or printed notice (or wireless transmission via facsimile or electronic mail) stating the place, day and hour of the meeting and, in case of a special meeting, or of a meeting which is required by statute to be held for any special purpose, or of any annual meeting at which special action is to be taken, the purpose or purposes for which the meeting is called, or the special action which is proposed to be taken, shall be delivered not less than ten (10) nor more than fifty (50) days before the date of the meeting, either personally or by mail (or by wireless transmission via facsimile or electronic mail), by or at the direction of the Board of Directors, the President, the Vice President, the Secretary/Treasurer, or the officer or persons calling the meeting, to each Member of the Association. All notices shall be deemed given or served upon any Member when hand delivered to the Member, or emailed to the Member at the email address provided by the Member to the Association, or five (5) days after the notice is mailed to the Member at the address on record with the Shelby County Tax Collector for the mailing of ad valorem tax bills for the Member's Lot.

SECTION 2.06 Quorum. Subject to the provisions of Sections 2.09 and 2.10 below, with respect to the annual or any special meeting of the Members of the Association, a quorum shall be deemed to exist if Members of the Association entitled to cast at least fifty percent (50%) of all votes of the Association are present, in person or by proxy, at such meeting. If the required quorum is not present, another meeting may be called subject to the same notice requirements but the required quorum at the subsequent meeting shall be the presence, in person or by proxy, of Members entitled to cast at least thirty percent (30%) of the total votes of the Association. At such time that a quorum is obtained, the vote of a majority in interest of the Members who are voting, in person or by proxy, at such meeting shall be required to approve any matter submitted to the Members of the Association for approval. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of Members therefrom leaving less than a quorum.

SECTION 2.07 Proxies. At all meetings of the Members of the Association and in all ballot votes of the Members of the Association held pursuant to Section 2.09 below, a Member may vote either in person or by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. Such proxy shall be filed with the Secretary of the Association before or at the time of the meeting or at the time of any ballot vote held pursuant to Section 2.09 below. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

SECTION 2.08 Voting by Members.

(a) Subject to the provisions of Section 2.01 above, the remaining terms and provisions of this Section 2.08 and Sections 2.10 and 3.03 below, each Member of the Association shall be entitled to one (1) vote for each Lot owned by such Owner. When more than one person is the owner of a Lot, the provisions of Section 2.01 of these Bylaws shall be applicable to the exercise of all voting rights attributable to such Lot; provided, however, that in no event shall more than one vote be cast with respect to any Lot. If an Owner is a corporation or other entity, the person entitled to cast the vote for the Lot shall be designated by a certificate duly executed by such corporation or other entity and filed with the Secretary of the



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Association. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or a change in the ownership of the Lot concerned. A certificate designating the person entitled to cast the vote of a Lot may be revoked at any time by any Owner of a Lot. There shall be no fractional voting. The votes of an Owner of more than one Lot cannot be divided for any issue and must be voted as a whole. Except where otherwise required under the provisions of the Declaration, the Certificate of Formation or these Bylaws, the affirmative vote of Owners who own a majority of the total Lots within the Property which is represented at any meeting of Members duly called, and at which a quorum is present, shall be binding upon the Members. Voting may take place by proxy executed and delivered in the manner set forth herein.

(b) The vote of a "majority" of the Members of the Association shall mean the vote of at least fifty-one percent (51%) in interest of the total number of votes entitled to vote in the Association which are voted either in person or by proxy at either (i) a duly constituted annual or special meeting of the Members (i.e., an annual or special meeting at which a quorum is present) or (ii) a ballot vote held in accordance with the terms and provisions of Section 2.09 hereof; provided, however, that any Member whose voting rights in the Association are then currently suspended shall not be (1) entitled to vote on any matters submitted to the Members for approval, (2) included in any determination as to whether a quorum exists, (3) included in the determination of whether the minimum number of votes are cast in a ballot vote and (4) included in the calculation of the total number of votes in the Association at the time of any such vote. Unless a greater proportion is specified in these Bylaws or the Certificate of Formation and, subject to the terms and provisions of this Section 2.08 and Sections 2.10 and 3.03 of these Bylaws, any matter which requires the vote of, approval, disapproval or consent of the Members in good standing of the Association or of the Owners shall be deemed to have been given if a "majority" in interest of the Members in good standing of the Association represented at a duly constituted meeting or at a ballot vote held in accordance with the terms and provisions of Section 2.09 below, either in person or by proxy, affirmatively vote for, approve, disapprove or consent to the same.

(c) In the event of a deadlock in a vote of the Members, the deadlocked vote may be resolved by the majority vote of the Directors.

SECTION 2.09 Ballot Voting in Lieu of Meetings.

(a) Notwithstanding anything provided to the contrary in the Certificate of Formation or these Bylaws, any matter which is required or permitted to be approved by the Members of the Association, which require any consent or approval of the Members, the election and removal of members of the Board of Directors and the approval of Special Assessments, may be submitted to the Members of the Association by a ballot vote, without any requirement that either an annual or special meeting of the Members of the Association be held, subject to the satisfaction of the following terms and conditions:

(i) Any matters to be submitted to the Members for approval pursuant to a ballot vote shall (1) be set forth on a ballot, the form of which must be approved by the Board of Directors, (2) subject to the provisions of Section 2.10 below, be mailed to all Members of the Association (utilizing the notice provisions set forth in Section 5.10 hereof) not less than ten (10) days nor more than fifty (50) days before the date such ballots shall be counted by the Board of Directors and (3) specify that all such ballots must be returned to and received by the Association no later than 12:00 p.m. on the date specified on such ballot as the date on which the ballots will be counted by the Board of Directors; and

(ii) Any matter submitted to the Members for approval by ballot vote shall be deemed approved only if (1) at least thirty percent (30%) of the total number of votes in the Association entitled to vote on such matter (i.e., Members "in good standing", as defined in Section 2.10 below) cast ballots with respect to such proposal (regardless of

whether such ballots are cast for or against such matter) and (2) a majority of all votes cast in such ballot vote by Members entitled to vote on such matter (*i.e.*, Members "in good standing", as defined in Section 2.10 below) approve such matter (or such higher percentage of votes as may be required by the Declaration).

(b) Any ballot vote undertaken by the Members shall include a proxy statement authorizing one or more members of the Board of Directors to cast the ballot vote for such Member for the applicable matter submitted to the Member for a vote.

(c) The ballot voting procedures set forth above may be utilized in lieu of the holding of any annual or special meeting of the Members of the Association.

SECTION 2.10 Suspension of Voting Rights. Any Member who has not timely paid any Assessments due to the Association or has had his or her voting rights in the Association suspended or revoked, shall not be entitled to vote on any matters submitted to the Members for a vote and shall not be included in determining whether a quorum exists or whether the requisite number of Members have voted in a ballot vote. A Member shall be deemed "in good standing" so long as all Assessments payable by such Member have been paid in full and such Member's voting rights in the Association are not currently suspended or revoked.

SECTION 2.11 Rules and Regulations for Conduct of Association Meetings. All meetings of the Members of the Association shall be conducted in accordance with the procedures, rules and regulations set forth in the then most recent edition of *Robert's Rules of Order*.

ARTICLE III

BOARD OF DIRECTORS

SECTION 3.01 General Powers. The business and affairs of the Association shall be managed by or under the direction of its Board of Directors (individually a "Director" and collectively, the "Directors"). All actions required or permitted to be taken by the Association shall be taken by the sole action of the Board of Directors without any requirement that any Owners or Mortgagees consent to such actions.

SECTION 3.02 Number, Tenure and Qualifications.

(a) The number of Directors of the Association shall be three (3). Each Director shall hold office until his or her successor shall have been elected and qualified. A Director is required to be a Member of the Association, except that in the event a Lot is owned by an entity, any member, shareholder, officer, director, or beneficiary of such entity may be a Director.

(b) At the first meeting (or ballot vote) of the Members of the Association, the Members shall elect three (3) members of the Board of Directors. All such elected members of the Board of Directors shall serve for three (3) consecutive years, or until such time as their respective successors have been duly elected pursuant to the provisions of Section 3.03 below. At each third (3rd) annual meeting of the Members (or any ballot of vote held in lieu of any annual meeting) the Members shall elect Directors for terms of three (3) years each.

SECTION 3.03 Election, Removal and Replacement of Directors.

(a) At each third (3rd) annual meeting of the Members (or any ballot vote held in lieu of any third (3rd) annual meeting) the Members will have the right to nominate from the floor (or write-in on any ballot) the name(s) of individuals as a candidate for any position on the Board of Directors which will be



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vacated and filled by the vote of the Members at such third (3rd) annual meeting (or any ballot vote held in lieu of any such third (3rd) annual meeting).

(b) The Members of the Association shall elect at each third (3rd) annual meeting of the Members (or in any ballot vote held in lieu of any third (3rd) annual meeting) from and among the individuals nominated pursuant to Section 3.03(a) above, the members of the Board of Directors to fill the expired terms of the Directors.

(c) Any member of the Board of Directors of the Association elected by the Members may be removed, with or without cause, at any time or from time to time by the majority vote of the Members in good standing at an annual or a special meeting (or any ballot vote held in lieu of any annual meeting) of the Members held pursuant to the provisions of Article II hereof. In the event of such removal of a member of the Board of Directors, or in the event of the death or resignation of a member of the Board of Directors, then the remaining members of the Board of Directors shall appoint a substitute Director to fill the vacancy of such deceased or resigned member of the Board of Directors who shall serve for the remainder of the term of such former member of the Board of Directors.

(d) Any Director who fails to attend three (3) or more consecutive meetings of the Board of Directors may be removed from and replaced by the Board of Directors by the vote of a majority of the Directors, as defined in Section 3.08 below, and such substitute Director appointed by the remaining members of the Board of Directors to fill the vacancy of such removed member of the Board of Directors shall serve for the remainder of the term of such removed member of the Board of Directors.

SECTION 3.04 Annual and Regular Meetings. An annual meeting of the Board of Directors shall be held, without further notice, immediately after, and at the same place as, the annual meeting of the Members of the Association; provided, however, that any such annual meeting may be held at any other time or place as determined by a majority of the members of the Board of Directors. The Board of Directors may provide, by resolution, the time and place, either within or outside the State of Alabama, for the holding of regular meetings without further notice other than as set forth in such resolution.

SECTION 3.05 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President, Vice President, Secretary/Treasurer, or any two (2) Directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place, either within or without the State of Alabama, as the place for holding any special meeting of the Board of Directors called by them.

SECTION 3.06 Notice. No notice of any annual, regular or special meeting of the Board of Directors shall be given so long as a quorum is present at any such meeting.

SECTION 3.07 Quorum. Subject to the provisions of Section 3.12 below, a majority of the number of Directors fixed by Section 3.02(a) of these Bylaws shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice. If a quorum is present when the meeting is convened, the Directors present may continue to do business until adjournment, taking action by a vote of a majority of the quorum as fixed above present at the beginning of such meeting, notwithstanding the withdrawal of Directors leaving less than a quorum as fixed above, or the refusal of any Director present to vote.

SECTION 3.08 Manner of Acting. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by statute, the Certificate of Formation or these Bylaws. As used herein, the term "majority of the Directors" or "a majority of the number of Directors" or similar terms relating to any action to be taken by

the Directors shall mean at least fifty-one percent (51%) of all of those Directors present at a duly convened meeting of the Board of Directors have approved or consented to such proposed action or matter.

SECTION 3.09 Action Without a Meeting. Any action required or permitted to be taken by the Board of Directors may be taken without a meeting of the Board of Directors if consent in writing, setting forth the action so taken, shall be signed by all of the Directors.

SECTION 3.10 Vacancies. Any vacancy occurring in the Board of Directors shall be filled as provided in Section 3.03 above. A Director elected or appointed to fill a vacancy shall be elected to serve for the unexpired term of his predecessor in office.

SECTION 3.11 Resignations. Any Director of the Association may resign at any time either by oral tender of resignation at any meeting of the Board of Directors or by giving written notice thereof to the Secretary of the Association. Any such resignation shall take effect upon receipt of such notice or at any later time specified therein. Unless otherwise specified in the notice, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 3.12 Participation in Meetings by Conference Telephone. Members of the Board of Directors or any committee designated thereby may participate in a meeting of such Board or committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at such meeting.

SECTION 3.13 ACC Members. The Board of Directors of the Association shall appoint and remove, with or without cause, all members of the Architectural Control Committee (the "ACC"), as such committee is defined in the Declaration. The persons designated by the Board of Directors to serve on the ACC shall, notwithstanding anything provided in these Bylaws to the contrary, (a) be deemed agents and representatives of the Association, (b) need not be Members (or persons who constitute officers, directors, shareholders, partners, members or managers of a Member) of the Association and (c) have no personal liability with respect to either any actions taken by the ACC pursuant to the terms and provisions of the Declaration or with respect to any contract or other commitment made by them, in good faith, on behalf of the Association with respect to the ACC. The Association shall and does hereby indemnify, defend and agree to forever hold each person designated by the Board of Directors to serve on the ACC harmless from and against any and all liability on account of any (i) contract or commitment entered into by such persons, in good faith, on behalf of the ACC under the Declaration, and (ii) other actions undertaken by such persons in furtherance of their respective duties and responsibilities under the Declaration. The Board of Directors of the Association may appoint themselves to serve as the members of the ACC.

ARTICLE IV

OFFICERS

SECTION 4.01 Principal Officers. The principal officers of the Association shall be elected by the Board of Directors and shall include a President, a Vice President, and a Secretary/Treasurer. While more than one (1) of the offices may be held by the same person, all three (3) of the offices of President, Vice President, and Secretary/Treasurer shall not be held by the same person. None of the principal officers need be Directors or Members of the Association.

SECTION 4.02 Election of Principal Officers: Term of Office. The principal officers of the Association shall be elected annually by the Board of Directors. Each principal officer shall hold office until his or her successor shall have been duly elected and qualified or until such officer's death or until such officer shall resign or shall have been removed in the manner hereinafter provided. If the Board of



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Directors shall fail to fill any principal office at an annual meeting of the Board of Directors, or if any vacancy in any principal office shall occur, or if any principal office shall be newly created, such principal office may be filled at any regular or special meeting of the Board of Directors.

SECTION 4.03 Removal of Officers or Agents. Any officer or agent of the Association may be removed by the Board of Directors at any time, either with or without cause, and the Board of Directors may appoint a successor to such removed officer and agent. Election or appointment of any officer or agent shall not of itself create contract rights.

SECTION 4.04 Resignations. Any officer may resign at any time by giving written notice of resignation to the Board of Directors, to the President, Vice President, or to the Secretary/Treasurer. Any such resignation shall take effect upon receipt of such notice or at any later time specified therein. Unless otherwise specified in the notice, the acceptance of a resignation shall not be necessary to make the resignation effective.

SECTION 4.05 Vacancies. A vacancy in any office, the holder of which is elected or appointed by the Board of Directors, because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term of such office.

SECTION 4.06 Salaries. The officers of the Association shall not be entitled to any salaries or other compensation except for expenses incurred on behalf of the Association which shall be reimbursed; provided, however, that members of the ACC may be compensated for their services rendered to the Association.

ARTICLE V

FISCAL MATTERS AND BOOKS AND RECORDS

SECTION 5.01 Fidelity Bonds. The Board of Directors may require that any contractor or employee of the Association handling or responsible for Association funds furnish an adequate fidelity bond. The premium for any such bond shall be paid by the Association and shall constitute a Common Expense.

SECTION 5.02 Books and Records Kept by the Association. The Association shall keep at the offices of the Association or its third party manager full and complete financial records of the Association, including minutes of the proceeds of all meetings of the Members and of the Board of Directors and committees having any of the authority of the Board of Directors, such other books and records as may be required by law and any other information required by the Corporation Law and the Homeowners' Association Act, which book and records shall be made available to any Member or any prospective purchaser of a Lot at a reasonable time and place upon the payment of reasonable associated costs. The Association shall also keep at the office of the Association or its third party manager a record giving the names and addresses of the Directors and all Members of the Association, which shall be furnished to the Association by each Member pursuant to Section 5.10 of these Bylaws.

SECTION 5.03 Inspections. The books, records and papers of the Association shall, during reasonable business hours, be subject to inspection by any Member or his or her agent or attorney for any proper purpose upon not less than seventy-two (72) hours prior written notice to the Association, which notice shall specify which books, records or papers of the Association such Member desires to inspect or review. To the extent the Association incurs any costs and expenses, including administration costs, in satisfying any request by a Member to inspect the books, records or papers of the Association, then the Member making such request shall pay all such costs and expenses incurred by the Association. True and correct copies of the Certificate of Formation, these Bylaws, the Declaration and all rules and regulations



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of the Association with all amendments thereto, shall be maintained at the principal registered offices of the Association and copies thereof shall be furnished to any Member on request upon payment by such Member of a reasonable charge therefor.

SECTION 5.04 Contracts. The Board of Directors may authorize any officer or officers, or agent or agents of the Association, in addition to the officers so authorized by the Declaration and these Bylaws, to enter into any contract or execute and deliver any instrument in the name of, or on behalf of the Association, and such authority may be general or confined to specific instances.

SECTION 5.05 Checks, Drafts, Etc. All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association, shall be signed by such officer or officers or agents of the Association in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer of the Association.

SECTION 5.06 Deposits. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board of Directors may select.

SECTION 5.07 Gifts. The Board of Directors may accept and give, on behalf of the Association, any contribution, gift, bequest or devise for the general purposes, or for any special purpose, of the Association.

SECTION 5.08 Fiscal Year. The fiscal year of the Association shall be the calendar year.

SECTION 5.09 Annual Budgets and Assessments: Annual Statements.

(a) The Board of Directors shall determine and approve annually an annual budget covering the estimated Common Expenses for the Property for the upcoming year, such budget to include a capital contribution or reserve account, if necessary, for the capital needs of the Association. The Association shall provide to each Owner a copy of each annual budget. The amount set forth in such budget shall constitute the aggregate amount of all Annual Assessments for all of the Property for the then applicable year and each Member shall pay his or her prorata share of the same in accordance with the terms and provisions of the Declaration. The Board of Directors shall also have the right to levy Special Assessments.

(b) Not later than four (4) months after the close of each fiscal year, the Board of Directors shall prepare or cause to be prepared a balance sheet showing in reasonable detail the financial condition of the Association as of the close of its fiscal year and an income and expense statement showing the results of its operations during its fiscal year.

SECTION 5.10 Notices. Each Member shall be obligated to furnish to the Secretary of the Association in writing, the address, if other than the Lot of such Member, to which any notice to such Member (*i.e.*, Owner) under the Declaration or these Bylaws is to be given and, if no address other than such Lot shall have been designated in writing, then all such notices and demands shall be mailed or delivered to the Lot of such Member (*i.e.*, Owner). Any Member may, for the purposes of notices hereunder, specify in writing to the Association that all notices be submitted to such Member by facsimile transmission or through the Internet utilizing a specific electronic mailbox for that particular Member. All notices required or permitted to be given by the Association to any Member under these Bylaws or under any other documents or agreements shall be deemed to have been sufficiently given or served upon any Member when given in the manner specified in the Certificate of Formation.



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SECTION 5.11 Payment of Taxes on Common Areas and Insurance Premiums. The Board of Directors shall, to the extent funds are available, cause payment to be made, in a timely manner, of all taxes assessed against the Common Areas or Association property and of all insurance premiums payable by the Association.

SECTION 5.12 Rules and Regulations. The Board of Directors shall have the right, from time to time and at any time, to adopt, amend, modify and repeal Rules and Regulations.

ARTICLE VI

INSURANCE

SECTION 6.01 Types of Coverage. The Association may but shall not be required to maintain in effect as a Common Expense the types of insurance coverage required by law or which the Board of Directors may from time to time deem appropriate. The Board of Directors shall review the amount and terms of such insurance annually.

SECTION 6.02 Indemnification Insurance. The Association shall have the power and authority, but not the obligation, to purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Association (including any person appointed by the Board to serve on the ACC) or is or was serving at the request of the Association as a director, officer, partner, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under applicable law.

ARTICLE VII

COMMON AREAS AND SEAL COAT AGREEMENT

SECTION 7.01 Common Areas. Pursuant to the provisions of the By-Laws of Homeowner's Association, common areas may be created together with rules and regulations for the operation thereof. Accordingly, the following provisions are hereby established for the creation of Common Areas:

a) **Common Areas.** The Common Areas of the Property are hereby defined as and include: both sides of the entry road to the Property at Highway 41 (the "Entry"), which includes the built monument entry sign at the Entry; the lights and all wiring and improvements associated therewith at the Entry; an irrigation system and water meter which are to be installed at the expense of the Association, defined herein below, at the Entry; and all landscaping at the Entry.

b) **Assessments.** With the exception of Vacant Lots as set forth hereinbelow, all Lots are subject to the payment of annual dues in the amount of Eight Hundred Dollars (\$800.00), which are due and payable in advance on January 1st of each year, and such dues shall commence on January 1, 2022, and shall be for said amount annually, payable on January 1st, until such time the amount may be revised by the Board of Directors of the Association.

c) **Vacant Lots.** Any Lot upon which a home has not been constructed shall be exempt from assessments until a home has been developed on such Lot. A home shall be deemed as constructed on a Lot at such time that construction initially commences on such Lot, and dues will be prorated to the date of commencement of construction.



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SECTION 7.02 **Seal Coat Agreement**. Gwen Sanders and James Robert Higginbotham agree to install the seal coat on Double Oak Court on or before the completion of the construction of homes upon each of the eight (8) lots within the Property.

ARTICLE VIII

GENERAL PROVISIONS

SECTION 8.01 **Waiver of Notice**. Whenever any notice is required to be given under any provision of law, the Certificate of Formation 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. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Members, the Board of Directors or members of any committees established by the Board of Directors need be specified in any written waiver of notice unless otherwise required by these Bylaws. Attendance of a Director at a meeting of the Board of Directors shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

SECTION 8.02 **Incorporation by Reference**. All of the terms, provisions, definitions, covenants and conditions set forth in the Declaration are hereby expressly incorporated herein by reference as if fully set forth herein. In the event of any conflict or ambiguity between the terms, provisions, definitions, covenants and conditions set forth herein in these Bylaws and in the Declaration, then the provisions of the Declaration shall at all times control.

SECTION 8.03 **Amendments**. The Board of Directors shall have the sole right, power and authority, without the consent or approval of the Members, to alter, amend or repeal the Bylaws of the Association or adopt new bylaws for the Association at any regular or special meeting of the Board of Directors.

SECTION 8.04 **Statement of Dues and Assessments**. The Association will provide to any Owner or other person having any interest in any Lot a statement regarding the payment of dues and Assessments upon the payment by such requesting party of the reasonable associated costs incurred by the Association in preparing and providing such statement.

SECTION 8.05 **Seal**. The Board of Directors may, but shall not be obligated to, provide a corporate seal which shall be circular in form and have inscribed thereon the name of the Association, the state of incorporation and such other words as the Board of Directors may prescribe; provided, however, that the use of the seal of the Association on any contract or agreement shall not be required to evidence the validity, authenticity or approval of such contract or agreement.

SECTION 8.06 **Counterparts**. These Bylaws may be executed in any number of counterparts and all of such counterparts shall for all purposes constitute one document, notwithstanding that all parties are not signatories to the same counterpart, and further, the pages of the counterparts on which appear the signatures of the incorporator and the owners may be detached from the respective counterparts of the Bylaws and attached all to one counterpart which shall represent the one final Bylaws.

IN WITNESS WHEREOF, the undersigned, which include all of the members of the Board of Directors of the Association, 2/3rds or more of the members of the Association, and 2/3rds or more of the owners of the Lots within the Property, hereby certify, affirm and declare that they have approved the terms and provisions of these Bylaws, and subject their respective Lots thereto, and further, that they hereby certify, affirm and declare that they adopt the same as the Bylaws of the Association.



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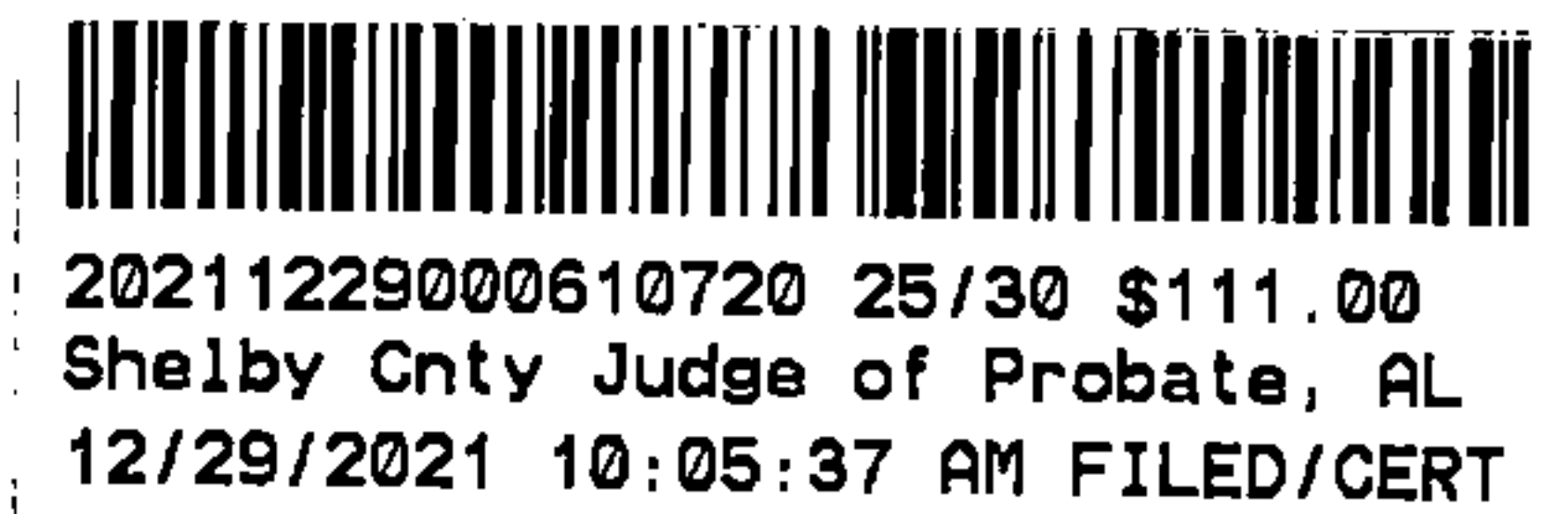
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Board of Directors of Homeowner's Association of
Canterbury Cove:

James Robert Higginbotham DATE: 11/16/21
James Robert Higginbotham

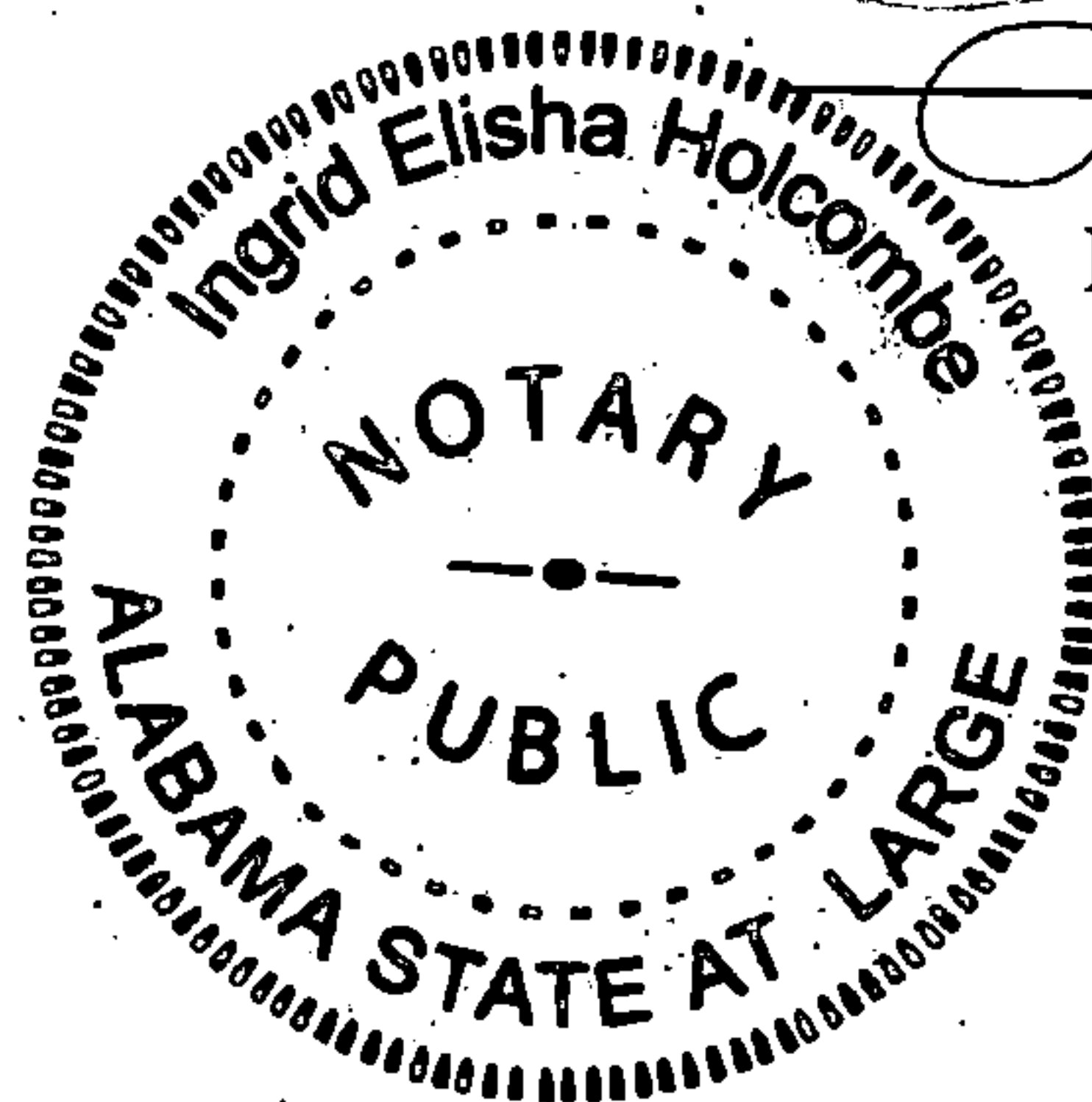
STATE OF ALABAMA)

SHELBY COUNTY)



I, the undersigned, a notary public in and for said County, in said State, hereby certify that James Robert Higginbotham, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, he executed the same voluntarily on the date as set forth hereinabove.

Given under my hand and seal this 16 day of December 2021.



Ingrid Elisha Holcombe
Notary Public
My commission expires: Sept 21, 2024

Gwen Sanderson
Gwen Sanderson

DATE: 11/12/2021



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STATE OF ALABAMA)

SHELBY COUNTY)

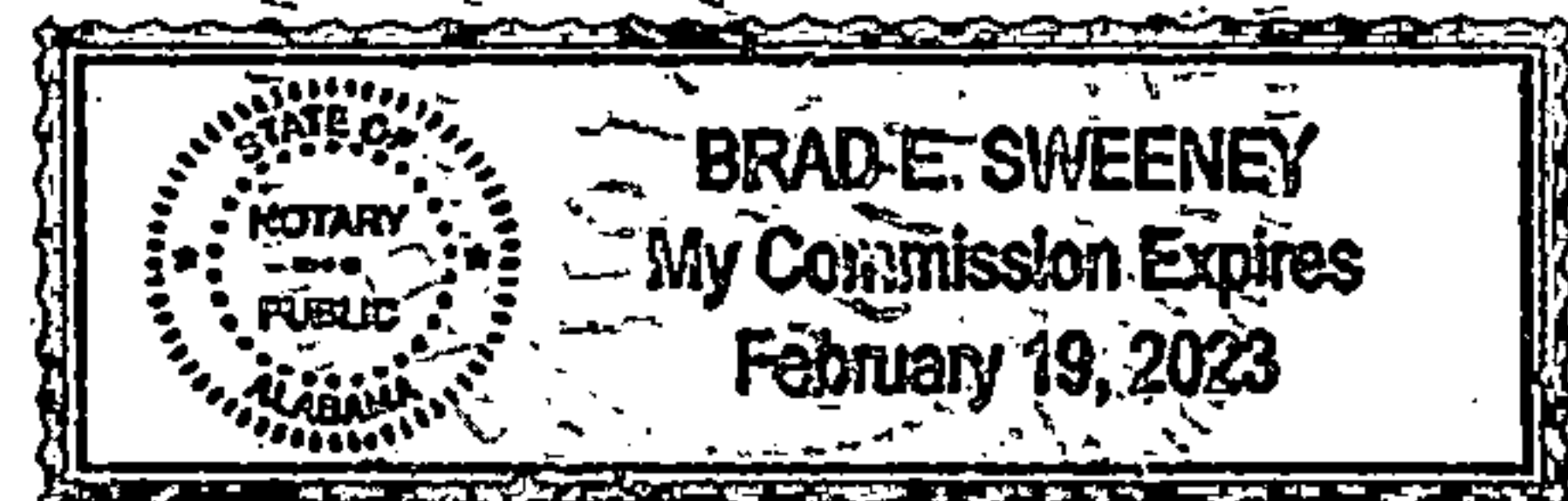
I, the undersigned, a notary public in and for said County, in said State, hereby certify that Gwen Sanderson, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, she executed the same voluntarily on the date as set forth hereinabove.

Given under my hand and seal this 12th day of November, 2021.

[Signature]

Notary Public

My commission expires: 02/19/2023





20211229000610720 27/30 \$111.00
Shelby Cnty Judge of Probate, AL
12/29/2021 10:05:37 AM FILED/CERT

Daniel Grayson Smith DATE: 16 NOV 21
Daniel Grayson Smith

STATE OF ALABAMA)

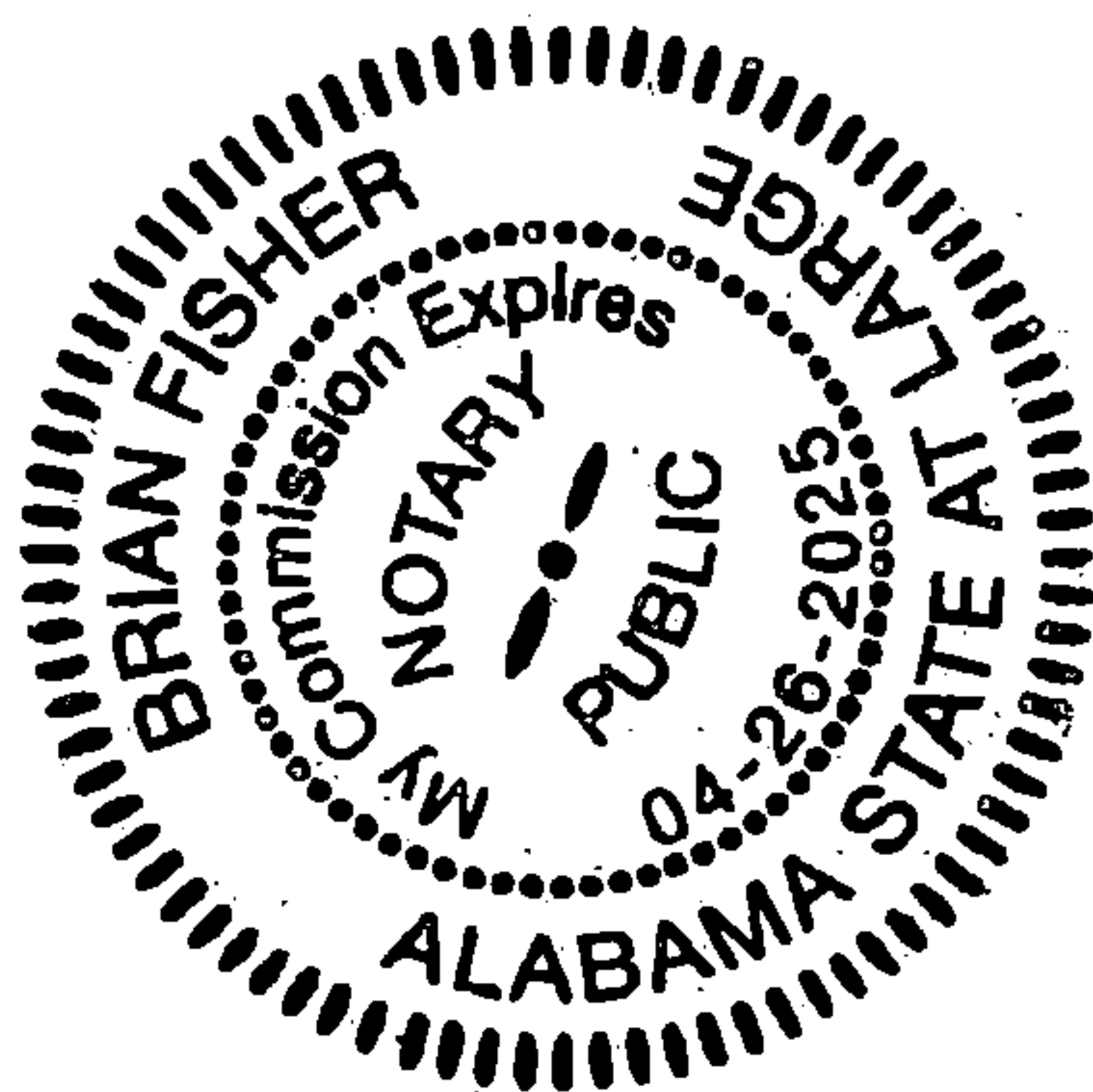
SHELBY COUNTY)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Daniel Grayson Smith, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, he executed the same voluntarily on the date as set forth hereinabove.

Given under my hand and seal this 16 day of NOV, 2021.

Brian Fisher
Notary Public

My commission expires: April 26, 2025



Lot Owners and Members of Homeowner's Association of
Canterbury Cove:

IRA Innovations, LLC FBO James Higginbotham IRA

By: Elisha Holube DATE: 11/16/21

Its: Avery Repert



20211229000610720 28/30 \$111.00
Shelby Cnty Judge of Probate, AL
12/29/2021 10:05:37 AM FILED/CERT

STATE OF ALABAMA)

SHELBY COUNTY)

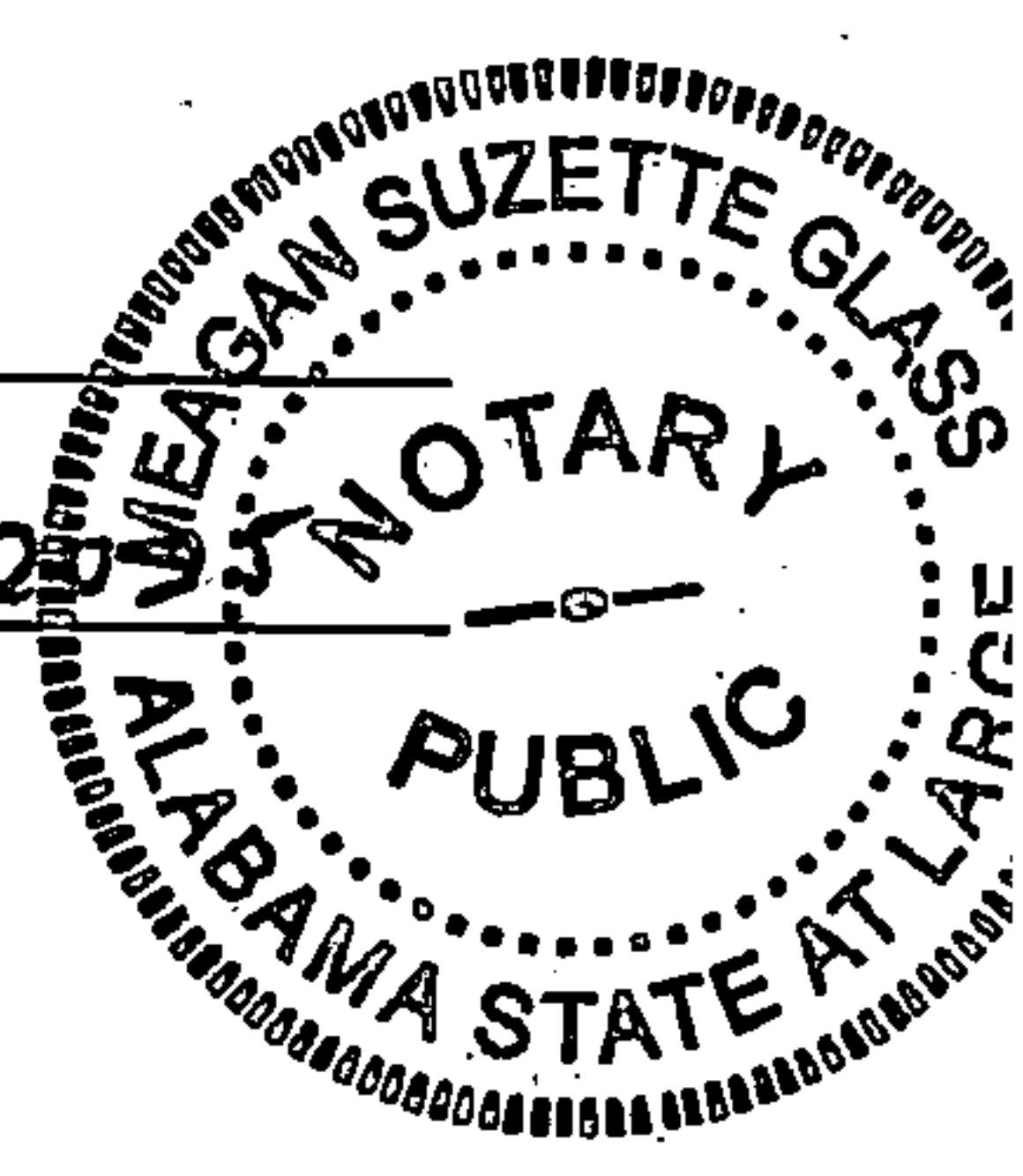
I, the undersigned, a notary public in and for said County, in said State, hereby certify that Elisha Holube, whose name is signed to the foregoing instrument, and who, in his/her capacity as Avery Repert of IRA Innovations, LLC FBO James Higginbotham IRA, an Alabama limited liability company, is known to me, acknowledged before me on this day that being informed of the contents of said instrument, he/she, in said capacity, executed the same voluntarily on the date as set forth hereinabove on behalf of and with full authority of IRA Innovations, LLC FBO James Higginbotham IRA.

Given under my hand and seal this 16 day of November, 2021.

Megan Suzette Glass

Notary Public

My commission expires: 8/13/28



Gwen Sanderson DATE: 11/12/2021
Gwen Sanderson



20211229000610720 29/30 \$111.00
Shelby Cnty Judge of Probate, AL
12/29/2021 10:05:37 AM FILED/CERT

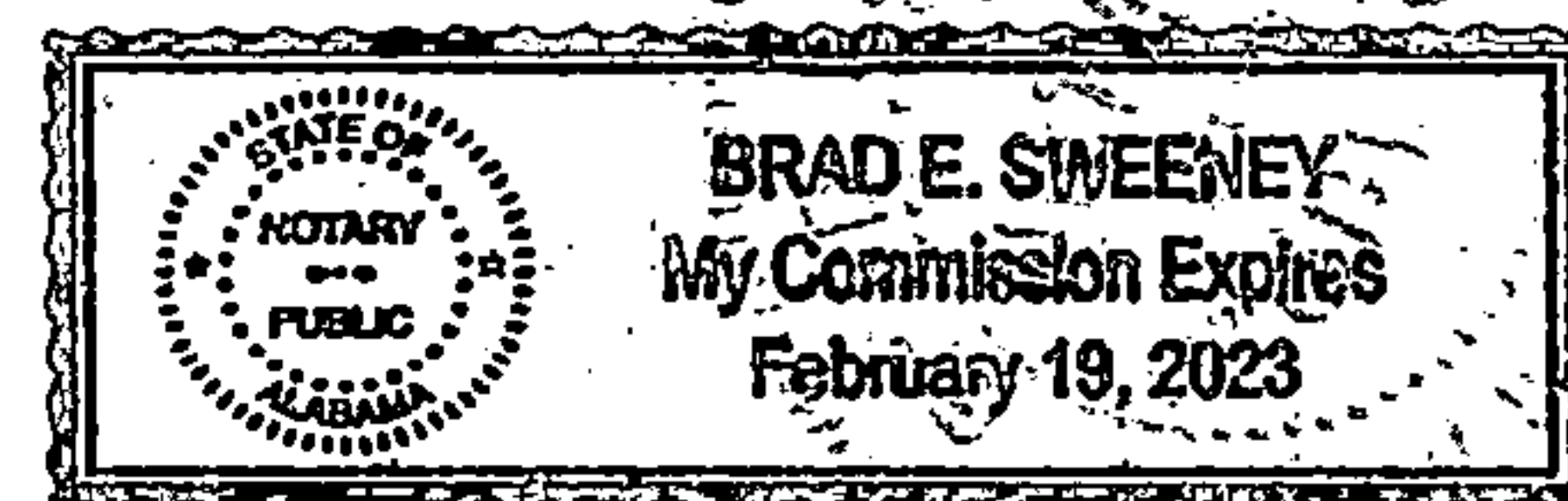
STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Gwen Sanderson, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, she executed the same voluntarily on the date as set forth hereinabove.

Given under my hand and seal this 12th day of November 2021.

[Signature]
Notary Public
My commission expires: 02/19/2023



Daniel Grayson Smith
Daniel Grayson Smith

DATE: 11/19/21



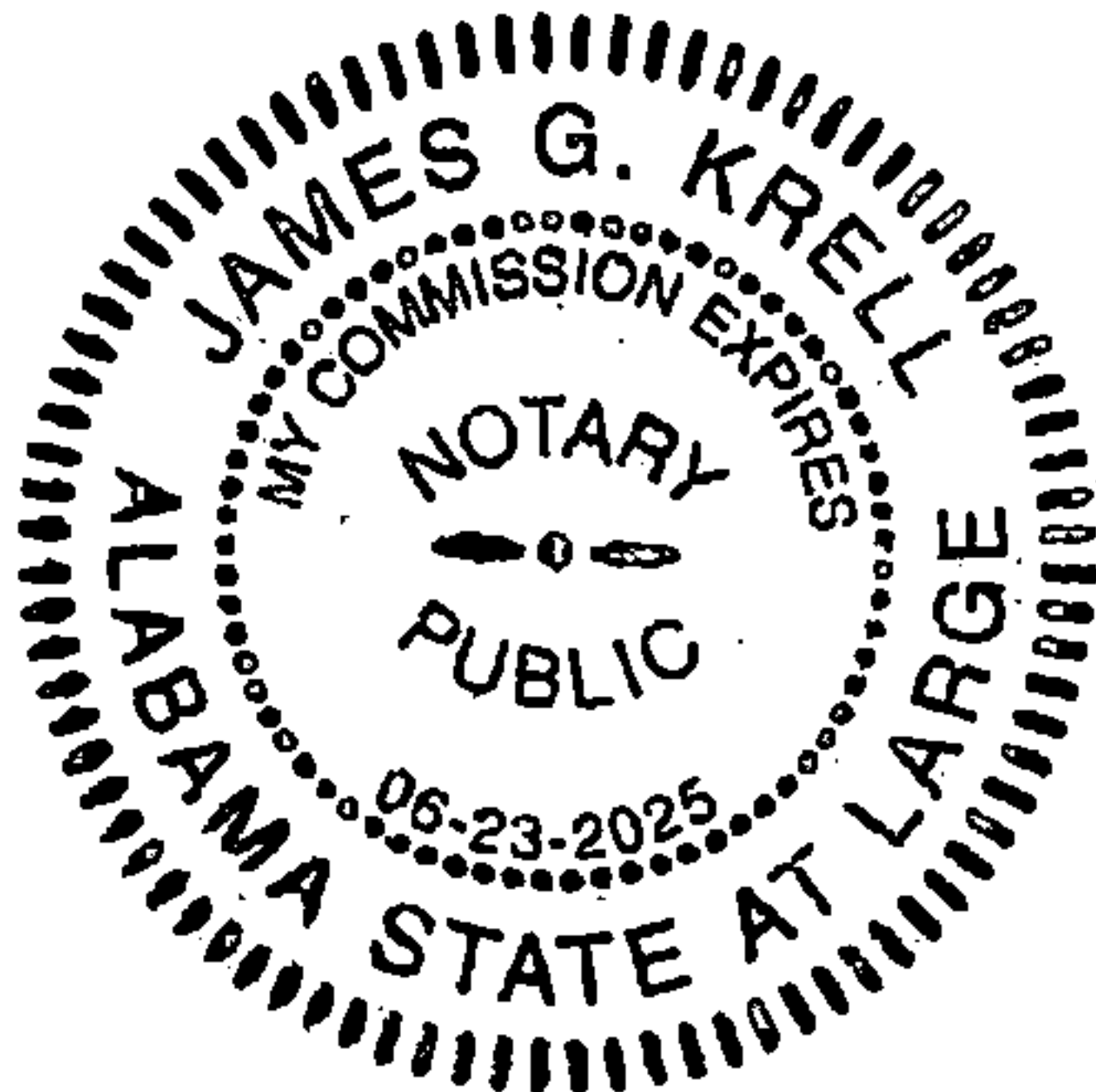
20211229000610720 30/30 \$111.00
Shelby Cnty Judge of Probate, AL
12/29/2021 10:05:37 AM FILED/CERT

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Daniel Grayson Smith, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, he executed the same voluntarily on the date as set forth hereinabove.

Given under my hand and seal this 19th day of November, 2021.



James G. Krell
Notary Public

My commission expires: 06/23/2025

Kelly Lyn Smith
Kelly Lyn Smith

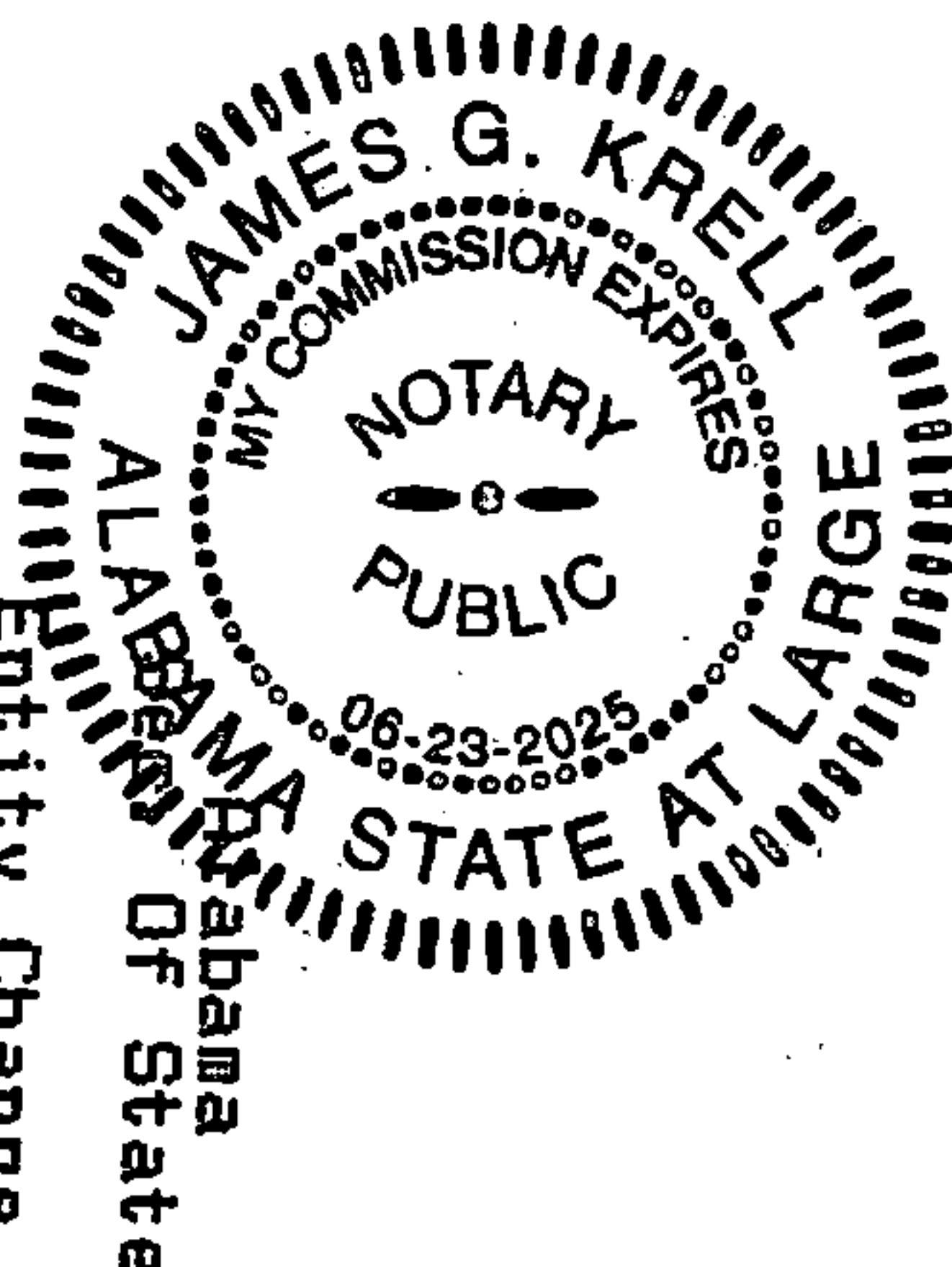
DATE: 11/19/2021

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Kelly Lyn Smith, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, she executed the same voluntarily on the date as set forth hereinabove.

Given under my hand and seal this 19th day of November, 2021.



James G. Krell
Notary Public

My commission expires: 06/23/2025

Entity Change
450-839
Date 12/13/2021
Time 14:36
211213 30 Pg
Total \$100.00
County \$.00
04/016 \$100.00
7