

Prepared by:
Damon R. Ryals
The Ryals Law Firm, PC
217 Country Club Park #434
Mountain Brook, AL 35213
205-835-2018


20220504000182380 1/3 \$28.00
Shelby Cnty Judge of Probate, AL
05/04/2022 10:14:35 AM FILED/CERT

AMENDMENT TO THE BYLAWS OF
THE GABLES CONDOMINIUM ASSOCIATION, INC.

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, BHN Corporation, a corporation, and Southwood Park Estates, Inc., a corporation as tenants in common and general partners of Riverchase Properties, an Alabama general partnership (collectively "Developer"), have heretofore submitted certain real estate and improvements thereon to the condominium form of ownership by Declaration of Condominium and Bylaws thereto as recorded in Real Book 010, Page 177, et seq., in the Probate Office of Shelby County, Alabama (the "Declaration," including all amendments thereto), and by floor plans and architectural drawings as recorded in Map Book 9, Pages 41-44 in said Probate Office, including all amendments thereto, said condominium being known as The Gables, a Condominium (the "Condominium"); and

WHEREAS, the Developers have heretofore incorporated the Gables Condominium Association, Inc. (the "Association"), to provide an entity for the management and operation of The Gables, a Condominium, by filing its Articles of Incorporation in Real Book 26, Page 922, et seq., in the Probate Office of Shelby County, Alabama (the "Articles," including all amendments thereto); and

WHEREAS, the Board of the Association desires to amend the Bylaws (and Articles and Declaration, as is necessary to give effect to the following) with the following amendments subject to the approval of such amendments (by vote of a majority in the case of amendments to the Bylaws and two-thirds in the case of amendment which necessarily relate to the original declaration) by the members of the Association; and

WHEREAS, the following amendment to the Bylaws (and Articles and Declaration, as is necessary to give effect to the following), following appropriate notice to the membership and meeting of a quorum of its membership of the Association, has been duly voted upon and approved by a greater than two-thirds majority thereof;

NOW THEREFORE, the directors of the Association do hereby amend the Bylaws (or Articles and Declaration, as is necessary to give effect to the following) by adding the following amendments thereto. The express statement of any power given to the Association by these amendments, shall not be interpreted to suggest that said power did not exist prior to the formulation or recordation of these amendments. References to the specific subsections of the existing Bylaws are for information purposes only, and shall not impact the meaning of the following amendments. The following amendments shall supplement the existing Bylaws and amendments (or Articles or Declaration), except where these amendments conflict with the existing Bylaws (or Articles or Declaration) and prior amendments thereto, in which case the following amendments shall control:

Art. II Section 9 Powers and Duties of Board

In the event of an emergency, the Association may enter any Unit without prior notice as necessary to disconnect or repair water lines or make other necessary repairs.

The Association may enter any Unit after reasonable notice in non-emergency situations to disconnect or repair water lines, or make other necessary repairs to common elements.

Members must provide reasonable access to their water and electrical service, if necessary to effectuate such repairs.

Art. V. Section 3 Assessments

The Association may enter any Unit after reasonable notice to disconnect or repair water lines in the event of non-payment of water usage fees or general common expense fees or assessments. Any notice required elsewhere in these by-laws, prior to shut-off of water for non-payment of water usage fees or general common expense fees or assessments, shall be considered notice of the Association's intent to enter a unit to shut off water.

The Association may disconnect water lines to any Unit in the event of non-payment of general common expense fees and any other assessments. The Association shall provide written notice no less than 29 days prior to such disconnection.

Art. V Section 10 Liens

A lien imposed under the by-laws by the Association for non-payment of common expense fees and assessments (or "HOA fees") shall be prior to any first security interest on the unit, but only to the extent of the common expense assessments based on the periodic budget adopted by the association, which would have become due in the absence of acceleration during the thirty-six months immediately preceding the association's institution of a civil action to enforce its lien or a foreclosure of its lien; or (ii) a foreclosure of any such first security interest. The association's thirty-six month priority lien shall include the association's interest, costs, attorney fees, and costs of collection in enforcing its lien.

The Association, in addition to any fees, charges, or other costs specifically enumerated in its By-Laws, Articles, Declaration, or Rules and Regulations shall be permitted to charge the costs of collection directly to members that must be referred to collections for non-payment of common expense regular assessments/HOA fees, special assessments, sanctions, fines, penalties, interest, and other costs. Such costs of collection, along with associated, interest, fines, and penalties shall become a lien against the member's Unit in like manner as any other common expense regular assessment/HOA fee, special assessment or other common expense. This provision shall apply retroactively to all outstanding balances.

The Association may charge interest on any past due common expenses or any other cost items which may be placed as a lien against a member's Unit. Such interest shall not exceed the greater of 18% per annum or the prevailing 3 Month U.S. Treasury Bill Rate + six percent (6%).

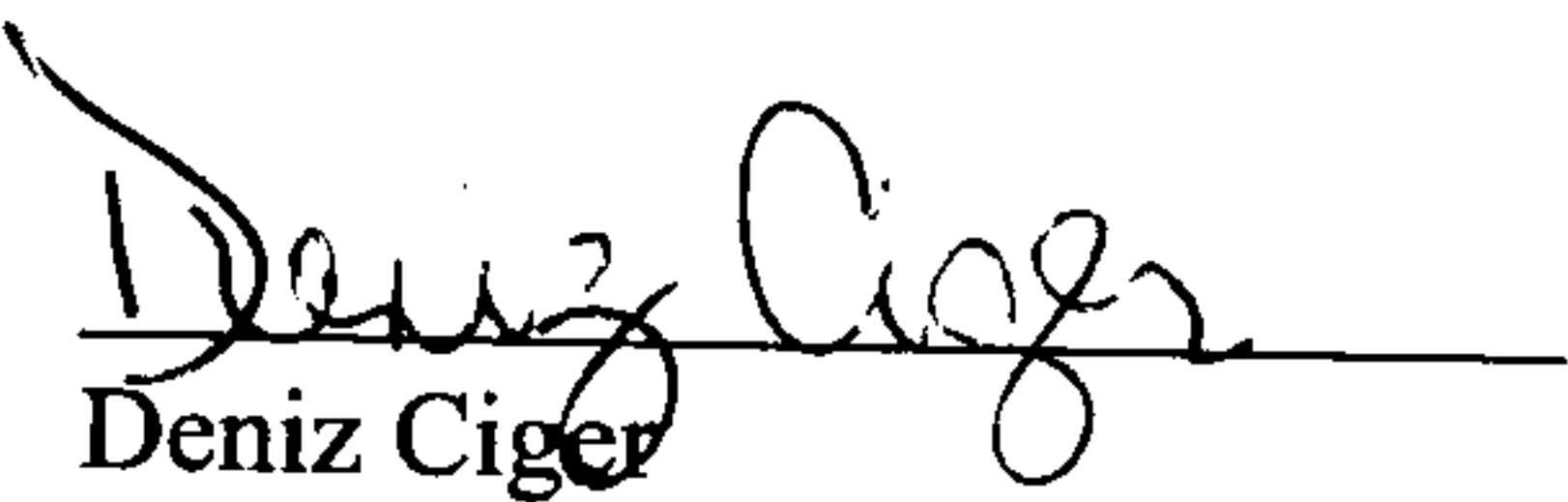
The Association Board, may, at its discretion, impose sanctions and fines against members for violations of the Association's By-laws, Articles, Declaration, or Rules and Regulations. Sanctions and fines shall become a lien against the member's Unit in like manner as any other common expense regular assessment/HOA fee, special assessment or other common expense.

Art. VIII Rules and Regulations; Generally

Criminal activity is strictly prohibited on the grounds of The Gables. Members engaging in criminal activity on the grounds of The Gables may be fined or sanctioned as further set out in the By-laws, Articles, Declaration, and Rules and Regulations.

The Board of the Association may reasonably specify additional prohibited conduct, from time to time, in the Rules and Regulations, so long as such prohibited conduct is criminal, disruptive, or constitutes a danger to the community.

The foregoing amendments to the Bylaws (and Articles and Declaration, as is necessary to give effect to them) of The Gables Condominium Association, Inc. an Alabama not-for-profit corporation, was adopted by the unanimous vote of the board of directors of the Association on this ____ day of April, 2022.


Deniz Ciger

Secretary, The Gables Condominium
Association, Inc.

ACKNOWLEDGEMENT

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

Before me, the undersigned, a Notary Public in and for the State at large, personally appeared, Deniz Ciger, who in her capacity as secretary of The Gables Condominium Association, Inc., is known to me, who first being duly sworn, deposes and says on oath that they are authorized to and did sign the foregoing as indicated and that same is a true and correct copy of the Bylaws Amendment as approved by the Association's Board of Directors.

Sworn to and subscribed before me on this 14th day of April, 2022, witnessed by hand and official seal of Office.


Notary Public

Commission Expires: 7-21-25