

**AMENDED BY-LAWS OF
WILLOW POINTE HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE ONE
INTRODUCTION**

1. **IDENTITY:** These are the By-Laws of Willow Pointe Homeowners Association, Inc., hereinafter referred to as “Association”. The Association has been organized for the purpose of administering the common areas and amenities within the subdivision known as “Willow Pointe Unit One”, a plat of which is recorded in Map Book 88, Page 3, of the records in the Office of the Judge of Probate, Mobile County, Alabama, and any other future unit of said Subdivision (“Subdivision”), and generally to further the best interests of the Owners of Lots in the Subdivision.

2. **BY-LAWS APPLICABILITY:** The provisions of these By-Laws shall govern the administration and management of the Association.

3. **PERSONAL APPLICATION:** All present and future Lot Owners, their employees, tenants, guests or any other person who might use the property in any manner whatsoever shall be subject to the provisions of these By-Laws and to such rules and regulations as may be reasonably adopted by the Board of Directors of the Association. The acquisition, rental or any other occupancy of any of the individual Lots of the Subdivision shall constitute an acknowledgment that these By-Laws and such applicable rules and regulations are accepted and ratified and shall further constitute an agreement to comply with the provisions thereof.

4. **PRINCIPAL OFFICE:** The principal address of the Willow Pointe Association shall be located at the address for the Royal Property Management Company at P.O. Box 161604, Mobile, Alabama, 36616. The Royal Property Management Company can also be contacted by

email at willowpointe@royalmgmt.com, or by phone at (251) 479-2003. The principal address and property management company may be changed at the discretion of the Board of Directors.

ARTICLE TWO
MEMBERSHIP, MEETINGS AND VOTING

5. **MEMBERS:** All persons owning a vested, present interest in fee title to any of the Lots in the Subdivision, which interest is evidenced by duly executed and proper instruments recorded in the Office of the Judge of Probate, Mobile County, Alabama, shall be deemed members of the Association and their membership shall automatically terminate upon the termination of their vested interest in the title to a Lot in the Subdivision. The legal title to a Lot in the Subdivision held by a vendor under a vendor's lien deed or a mortgagee under a mortgage shall not qualify the holder thereof for membership in the corporation. The foreclosure or deed in lieu of foreclosure of any vendor's lien or mortgage of a Lot in the Subdivision shall terminate the grantee's or mortgagor's membership in the corporation with respect to such Lot, whereupon all rights to such membership shall vest in the party who has purchased said property at such foreclosure sale or by deed in lieu of foreclosure.

Membership rights, including voting rights as hereinafter provided may be suspended by the Board of Directors if any member shall have failed to pay when due any assessment or charge lawfully imposed upon him or upon any Lot owned by him, or if the member, his family, his tenant or any guest shall violate any of these By-Laws or any applicable rule and regulation adopted pursuant hereto.

6. **VOTING RIGHTS:** The Association has one (1) class (Class A) of voting membership. Class A members shall be all Owners. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such a Lot shall be exercised as they

among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

7. **ANNUAL ASSOCIATION MEETING:** An annual meeting of the members shall be held during the first quarter of the year at a place as may be designated by the Board of Directors, for the purpose of electing directors and for the transaction of such other business as may come before the meeting.

8. **SPECIAL ASSOCIATION MEETINGS:** Special meetings may be called by the president, secretary-treasurer, a majority of the Board of Directors or by a written request from members entitled to cast 50% of the votes in the Association for any purpose and at any time.

9. **QUORUM FOR ASSOCIATION MEETINGS:** A quorum at members' meetings shall consist of the number of persons present in person or by proxy at the meeting entitled to cast a vote, who are in good standing at the time of the meeting. A majority of the voting rights present may adjourn any meeting from time to time. A simple majority of all voting rights present in person or proxy shall decide any question brought before the meeting, except when otherwise required by these bylaws.

10. **NOTICE OF MEETING:** Each member bears the responsibility to assure that the Association's record of their mailing address is current and accurate. It shall be the duty of the Board of Directors of the Association to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and the place where it is to be held to each Owner of record at such member's address as shown in the Association records at least seven (7) days, but not more than thirty (30) days prior to such meeting, unless the purpose of the meeting is to approve a material amendment to the corporation documents or Declaration of Covenants or approve an extraordinary action, for which at least thirty (30) days notice is required. The mailing of such a notice to each member at the address shown for each such member in the Association records shall be deemed to be notice of any such meeting

11. **UNANIMOUS CONSENT:** Notwithstanding anything to the contrary contained herein, any action required or permitted to be taken at any meeting of the members of the Association or any committee thereof may be taken without a meeting if, prior to such action, a written consent thereto is signed by all members or all members of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Association or committee.

12. **PROXIES:** Votes may be cast in person or by proxy. Proxies must be received at least (3) days prior to the commencement of each meeting at its appointed time. Proxy forms must be submitted as provided by the Board of Directors as required.

ARTICLE THREE **BOARD OF DIRECTORS**

13. **POWERS:** The Board of Directors shall have all powers necessary to manage the affairs of the Association and to discharge its rights, duties and responsibilities as provided in the Articles of Incorporation and the laws of the State of Alabama.

14. **NUMBER:** The number of directors shall be not less than three (3) nor more than nine (9) as may be determined by and as may be amended by a vote of the majority of the members present in person or by proxy at any annual meeting of the members. Each director shall be a member of the Association or a person exercising the rights of an Owner who is not a natural person. All directors shall act without compensation unless otherwise provided by the resolution of the membership. Each director shall be elected at the annual meeting of the members of the Association and shall hold offices until the next annual meeting of the members and/or until his successor shall have been elected and duly qualified, unless sooner removed by the membership.

15. **REGULAR BOARD MEETINGS:** A regular meeting of the Board of Directors shall be held immediately after and at the same place as the annual meeting of the membership if

agreed to by the Board of Directors. Additional regular meetings may be held as provided by resolution of the Board of Directors.

16. **SPECIAL BOARD MEETINGS:** Special meetings of the Board of Directors may be called by the President or a majority of the directors for any purpose and at any time or place.

17. **NOTICE OF BOARD MEETINGS:** Notice of all regular meetings and special meetings of the Board of Directors shall be mailed or delivered to each director at the address or contact of such director as shown in the Association records at least five (5) days before such meeting, unless such notice is waived by any director or directors. Each such notice shall state the purpose of the meeting and the time and place of such meeting.

18. **QUORUM FOR BOARD MEETINGS:** A quorum of the meeting of the Board of Directors shall be the number of directors necessary to cast a majority vote if the entire Board of Directors were present. If a quorum is not present for a meeting, a majority of those present may adjourn the meeting from time to time. A director shall be deemed present for the purpose of a quorum with respect to any question or election upon which his written vote (including phone text or email) shall have been received by the Board of Directors prior to or at such meeting. A majority of the votes present at a meeting in which a quorum is present shall decide any matter brought before the Board of Directors, except as may otherwise be required in these bylaws or the laws of the State of Alabama.

19. **REMOVAL AND APPOINTMENT:** Any director may be removed at a special meeting of the members of the Association called for that purpose, by concurrence of at least three-fourths ($\frac{3}{4}$) of the number of persons present in person or by proxy at the meeting entitled to cast a vote, who are in good standing at the time of the meeting, and the vacancy thereby created shall be filled by the election of a new director at the same meeting.

20. **VACANCIES:** Except for vacancies created by the removal of directors by members and otherwise, vacancies in the Board of Directors shall be filled by the remaining directors.

21. **UNANIMOUS CONSENT:** Notwithstanding anything to the contrary herein contained, any action required or permitted to be taken at any meeting of the Board of Directors or any committee thereof may be taken without a meeting, if, prior to such action, a written consent thereto is signed by all members of the Board or all members of such committee, as the case may be, and such written consent is filed with the minutes of the proceedings of the Board of Directors.

22. **ROLE OF PRESIDENT:** The presiding officer of all directors meetings shall be the President of the Association. In the absence of the President, the directors present shall designate one of their number to preside.

23. **POWERS AND DUTIES OF THE BOARD OF DIRECTORS:** All of the powers and duties of the Association existing under these bylaws shall be exercised exclusively by the Board of Directors, subject only to approval by members when such is specifically required. Such powers and duties shall include without limitation the care, upkeep, maintenance and repair of the common areas of the Subdivision, contracting for such services, designation and dismissal of personnel necessary for maintenance and operation of the Association, the Subdivision and its common areas, and collection of assessments, fines and fees from members. The Board shall have the right to implement policies for enforcement of the Willow Pointe Covenants, Conditions and Restrictions, including notification procedures for restriction violations, and the right to impose reasonable fines for restriction violations that are not resolved.

24. **FIDELITY BONDS:** The Board of Directors may require that all officers and employees of the Association handling or responsible for the Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the association.

ARTICLE FOUR
OFFICERS

25. **DESIGNATION AND NUMBER:** The executive officers of the Association shall be a President and a Secretary-Treasurer. Each officer shall be elected by the Board of Directors. Such additional officers as may be deemed necessary may be elected by the Board of Directors. All persons elected to office in the Association must be members of the Association or a person exercising the membership rights of the Lot Owner which is not a natural person. The President must be a member of the Board of Directors. All officers shall act without compensation unless otherwise provided for by resolution of the membership.

26. **ELECTION AND TERM:** Each officer shall be elected annually during the first quarter of the year by the Board of Directors and shall hold office until a successor shall have been elected and duly qualified, unless sooner removed by the Board of Directors.

27. **PRESIDENT:** The President shall be the chief executive officer of the Association, shall preside at all membership meetings of the Association and of the Board of Directors, and shall have all of the general powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among the members from time to time as he may, in his sole discretion, decide is appropriate to assist in the conduct of the affairs of the Association. The President may also sign documents and instruments on behalf of the Association and has the authority to authorize other directors to do so on his behalf.

28. **SECRETARY-TREASURER:** The Secretary-Treasurer shall keep, or cause to be kept, the minutes of all the meetings of the Board of Directors and all meetings of the membership of the Association. The Secretary-Treasurer shall also be responsible for the giving of all required notices of meetings to members and directors of the Association. The Secretary-Treasurer shall keep all records of the Association and shall have custody of all property of the Association,

including funds, securities and evidences of indebtedness and shall keep the financial records and books of account of the Association in accordance with accepted accounting practices and shall keep detailed, accurate records, in chronological order, of the receipts and expenditures affecting the common areas, specifying and itemizing the maintenance and repair expenses of the common areas, and any other expenses incurred and shall perform all other duties incident to the office of Secretary-Treasurer. The Secretary-Treasurer shall also countersign all documents and instruments on behalf of the Association, when necessary. The records, books of account and the vouchers authorizing payments shall be available for examination by any member of the Association, at any time convenient to the Secretary-Treasurer. The Board may authorize a hired management agent or company to conduct the duties of Secretary-Treasurer as needed.

29. **REMOVAL**: Any officer may be removed by a three-fourths ($\frac{3}{4}$) vote of the Board of Directors called for that purpose and the vacancy thereby created shall be filled by an election by the remaining directors at the same meeting.

ARTICLE FIVE **CONTRACTS AND FINANCES**

30. **CONTRACTS AND MANAGEMENT AGENT**: The Board of Directors may authorize any officer or officers, agent or agents, 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 restricted to a specific instance. In addition, the Board of Directors may authorize the hiring of a management agent or company to conduct its day-to-day operations.

31. **LOANS**: No loan shall be contracted on behalf of the Association and no evidence of indebtedness shall be executed in its name unless authorized by a unanimous resolution of its membership.

32. **CHECKS**: All checks issued in the name of the Association shall be signed by the President and the Secretary-Treasurer or the representative of the Association's management agent or by such other person or persons as the Board of Directors may, by resolution, determine from time to time.

33. **DEPOSITS**: All funds of the Association not otherwise employed 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. The Association may, but shall not be required to maintain separate accounts according to each different type of Building Product.

ARTICLE SIX **FISCAL MANAGEMENT**

34. **FISCAL YEAR**: The fiscal year of the Association shall begin on the first day of January of each year.

35. **CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS**: As provided in the Declaration of Covenants, Conditions and Restrictions for Willow Pointe Unit One, Lots 1-14, 20-22 and 27-72, a subdivision recorded in Real Property Book 88, page 3, of the Mobile County Probate Court records, and Willow Pointe Unit One, Lots 15A-15F, 16A-16F, 17A-17F, 18A-18F, 19A-19F, 23A-23F, 24A-24F, 25A-25F and 26A-26D as recorded in Real Property Book 88, page 3 of said Probate Court records, and any such Declaration recorded in connection with any future unit or phase of the subdivision or as to any other Lots, each Owner of any Lot by acceptance of any deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) Annual assessments, (2) special assessments for capital improvements and (3) fees or fines levied for enforcement of the Declaration of Covenants, Conditions and Restrictions for Willow Pointe. Such annual and special assessments, fees, and fines shall be established and collected as hereinafter provided (annual

assessments and special assessments under this Article referred to hereinafter at times collectively as “assessments”). The annual and special assessments, fees, and fines, including interest, costs and reasonable attorney’s fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them but shall continue as a lien on the Lot until satisfied.

36. **PURPOSE OF ASSESSMENTS:**

(a) The annual and special assessments levied by the Association under this Article shall be used exclusively to promote the recreation, health, safety and welfare of the Owners, their invitees or licensees, and for the improvement and maintenance of the common areas and any improvements situated thereon.

(b) The Association shall also have the obligation to maintain adequate liability insurance, and fidelity bond coverage in such minimal amounts as required by FHA, VA and FNMA, from time to time.

37. **ANNUAL ASSESSMENTS:** Annual assessments shall be payable in such amount and manner as determined by the Association, according to the Building Product category for which the annual assessment is levied.

(a) From and after the initial annual assessment, the maximum annual assessment under this Article may be increased each year by an amount no more than five percent (5%) above the potential maximum assessment for the previous year without a vote of the Owners.

(b) The maximum annual assessment may be increased by more than five percent (5%) by a vote of two-thirds (2/3) of members entitled to cast a vote who are voting in person or by proxy at a meeting duly called for this purpose.

(c) The Board of Directors of the Association may fix the annual assessment under this Article at an amount in excess of the potential maximum assessment without a vote of the Owners.

38. **SPECIAL ASSESSMENT FOR SUBDIVISION CAPITAL**

IMPROVEMENTS: In addition to the annual assessments authorized above, the Association may levy, with respect to the Lots in a particular Building Product category, in any assessment year, a special assessment under this Article for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair or replacement of an improvement upon the Common Areas, including fixtures and personal property related thereto or portions of the improvements for which the Association has some obligation, provided that any such special assessment shall have the approval of not less than two-thirds (2/3) of the votes within such Building Product category who are voting in person or by proxy at a meeting duly called for this purpose.

39. **NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER**

PARAGRAPHS 37 AND 38: Written notice of any meeting called for the purpose of taking any action authorized under Paragraphs 37 and 38 hereof shall be sent to all members not less than thirty (30) days nor more than (60) days in advance of the meeting. A quorum as defined in Paragraph 9 shall decide any matter pertaining to Paragraph 37 or 38 brought before the membership.

40. **UNIFORM RATE OF ASSESSMENT:** Both annual assessments and special

assessments under this Article shall be fixed at a uniform rate for each Lot included in a particular Building Product category. Rates for Lots in different Building Product categories or included in different and separate Declaration of Covenants, Conditions and Restrictions may be assessed at a different rate.

41. **ANNUAL ASSESSMENTS PERIODS AND DUE DATES:** The Board of

Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to each Owner subject thereto. The due date shall be established by the Board of Directors if other than as set forth herein. The Association shall, upon demand and for a reasonable charge, furnish

a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

42. **DEFAULT:** Any assessments not paid by a member within thirty (30) days after the due date shall bear interest from the due date at the statutory rate. The Association may, at its election, bring an action at law against the member obligated to pay the same and/or it may elect to foreclose its lien on the property for such assessment as provided in the Declaration of Covenants, Conditions and Restrictions. No member may waive or otherwise avoid liability for the payment of any assessments provided for herein by the non-use of the common areas or by the abandonment of such member's Lot. In the event the Association shall incur any cost or employ an attorney for the collection of any sum due by a member to the Association or in any action to foreclose its lien or to recover a money judgment against a defaulting member, such member shall pay the costs thereof, including a reasonable attorney's fee. In the event the association elects to engage the services of a collection agency, the member shall reimburse the association the fees of the collection agency, which may be based on a percentage at the maximum of 40% of the debt, and all costs and expenses, including reasonable attorneys' fees, the association incurs in such collection efforts.

43. **FORECLOSURE:** The Association shall be entitled to foreclose its lien in accordance with the provisions of Alabama law for foreclosures of mortgages and the Declaration of Covenants, Conditions and Restrictions of the subdivision or otherwise pursuant to Alabama law if it elects to do so and shall have the right to sell the property at public outcry at the front door of the Courthouse of Mobile County according to the provisions of Alabama Law. In a foreclosure action, the Association shall have the right to bid as a stranger at a foreclosure sale and to acquire, hold, mortgage, and convey the same.

44. **SUBORDINATION OF THE LIEN TO MORTGAGES OF RECORD**: Except as otherwise provided by law, any lien of the Association for assessments under this Article Six recorded after the date of recordation of any mortgage shall be subordinate to the mortgage on the Lot, and when the mortgagee or other purchaser of a Lot obtains title to the Lot as a result of foreclosure of such mortgage, or, as a result of a deed given in lieu of foreclosure, such acquirer of title and his successors and assigns shall not be liable for the assessments by the Association pertaining to such Lot or chargeable to the former Owner of such Lot which became due prior to such acquisition of title, and such lien shall be extinguished automatically upon the recording of the foreclosure deed or deed in lieu of foreclosure. Such unpaid share of assessments together with interest, costs, and attorney's fees, shall, however, continue to be the personal obligation of the person who was the Owner of the Lot at the time the assessment fell due. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Lot from liability for, nor the Lot so sold or transferred from the lien of any assessments thereafter becoming due. Except as hereinabove provided, the sale or transfer of an interest in any Lot shall not affect the assessment lien. Any liens extinguished by the provisions of this article shall be reallocated and assessed against all Lots as a common expense.

ARTICLE SEVEN
ACCOUNTING RECORDS TO BE MAINTAINED

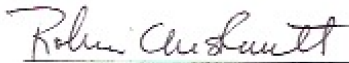
45. **ACCOUNTING RECORDS**: Accounting records shall be maintained by the Secretary-Treasurer or by a bookkeeper or accountant employed for such purpose in accordance with generally accepted accounting principles. Such accounting records shall include, but not be limited to, a record of all receipts and expenditures and an account for each Lot, setting forth any shares of common expenses or other charges due, the due dates thereof, the present balance due and any interest in common surplus. The Association may, but shall not be required to maintain

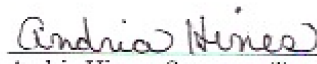
separate accounting records for each different type of Building Product. Such accounting records shall be open to inspection by members of the Association at reasonable times.

ARTICLE EIGHT
AMENDMENTS

46. **AMENDMENT**: These By-Laws may be amended at any time by a majority of the Board of Directors. The foregoing By-Laws are hereby adopted this the 31st day of October, 2000. The foregoing By-Laws are hereby amended this the 29th day of June, 2021.

WILLOW POINTE HOMEOWNERS ASSOCIATION, INC.


Robin Chestnutt: President


Andria Hines: Secretary-Treasurer


Bonnie Charpic: Board Member