

STATE OF ALABAMA
COUNTY OF MOBILE

2020 AMENDED BY-LAWS OF
OAK FOREST HOMEOWNERS ASSOCIATION, INC.

ARTICLE ONE

INTRODUCTION

1. **IDENTITY**: These are the By-Laws of Oak Forest 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 “Oak Forest, Phases One through Four”, the plats of which are recorded in Map Book 77, Page 6; Map Book 77, Page 4; Map Book 109, Page 118; & Map Book 84, Page 101 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 interest of the owners of the 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 Association shall be located at P.O. Box 851121, Mobile, Alabama, 36685. The Board of Directors can also be contacted at oakforesthoinc@gmail.com. The address of said principal office 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 or regulations adopted pursuant hereto.

6. **VOTING RIGHTS:** The association shall have two (2) classes of voting memberships:

CLASS A: Class A members shall be all owners with the exception of The Mitchell Company, Inc. ("Developer") (who shall become a Class A member as provided hereafter) and shall be entitled to one (1) vote for each lot owned. 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.

CLASS B: Class B members shall be Developer and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership upon the happening of either of the following events, whichever occurs earlier: (a) when the Developer ceases to be the record owner of any unit or lot within the subdivision or (b) the date on which the Developer relinquishes its rights under Class B membership herein.

7. **ANNUAL MEETING:** An annual meeting of the members shall be held at the principal office of the Association or at such other place as may be designated by the President, at seven (7:00) p.m. on the second Thursday in the month of January for the purpose of electing directors and for the transaction of such other business as may come before the meeting.

8. **SPECIAL 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 twenty-five percent (25%) of the votes in the Association for any purpose and at any time. Notice of special meetings shall be mailed or delivered to each member by the Secretary at least five (5) days before such meeting at such member's address as shown in the Association's records. Such notice shall state the purpose of such meeting and the location of such meeting.

9. **QUORUM:** A quorum at members' meetings shall consist of the number of persons present in person or by proxy at the meeting 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:** It shall be the duty of the Secretary of the Association to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held to each owner of record at such member's address as shown in the Association's records at least five (5) days but not more than sixty (60) days prior to such meeting. The mailing of such notice to each member at the address shown for each member in the

Association's 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 committees 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 by the Secretary 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 and it is the member's responsibility to provide their own proxy.

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 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 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 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:** 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 was 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 and signed vote shall have been received by the Secretary of the Association prior to 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 by concurrence of at least three-fourths ($\frac{3}{4}$) of the voting members of the Association at a special meeting of the members of the Association called for that purpose of 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 those 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 from members.

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, Secretary, and a 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 in January 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 can also sign documents and instruments on behalf of the Association and has the authority to authorize other directors to do so on their behalf.

28. **SECRETARY/TREASURER:**

A. **SECRETARY:** The Secretary shall keep or cause to be kept, a book of minutes at the principal office or such other place as the Board of Directors may order, of all meetings of Directors and shareholders, with the time and place of holding, whether regular or special, and if special, how authorized, the notice thereof given, and the names of those present at Directors' meetings, the number of shares present or represented at shareholders' meetings and proceedings thereof. He shall be ex officio secretary of the Board of Directors and shareholders.

The Secretary shall give, or cause to be given, notice of all the meetings of the shareholders

and the Board of Directors required by the bylaws or by law to be given, and he shall keep the seal of corporation in safe custody, and shall have the general powers and duties usually vested in the office of the secretary of a corporation and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or the bylaws.

B. **TREASURER**: The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, surplus and shares. The books of account shall be open to inspection by any director at all reasonable times.

The Treasurer shall deposit all monies and other valuables in the name of and to the credit of the corporation with such depositories as may be designated by the Board of Directors. He shall disburse the funds of the corporation in the manner as may be ordered by the Board of Directors, shall render to the President and to the Board of Directors, whenever they request it, an account of all his transactions as Treasurer and of the financial condition of the corporation, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors of the bylaws.

C. **SECRETARY/TREASURER**: At any time, by a majority vote of the Board of Directors at any annual or special meeting, or by unanimous consent, the office of Secretary and Treasurer may be combined into a single office held by one member.

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**: 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.

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 or the Secretary-Treasurer or such other officer or officers of the Association 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.

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 THE ASSESSMENTS**: As provided in the Declaration of Covenants, Conditions and Restrictions for Oak Forest, a subdivision recorded in Real Property Book 4450, page 1254 of the Mobile County Probate Court records, each owner of any Lot by acceptance or 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 required for

enforcement of Article VIII of the Declaration of Covenants. Such annual and special assessments and fees to 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 and fees, together with interest, costs and reasonable attorney’s fees shall also be the personal obligations 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 improvements situated thereon. The Association shall 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.

(b) The Owner shall be responsible for maintenance and repair of any and all improvements located with his Lot, including, but not limited to painting, repairing, replacing and caring for roofs, exterior building surfaces, trees, shrubs, grass, walks, driveways and other exterior improvements.

37. ANNUAL ASSESSMENTS: Until December 31, 1998, the maximum annual assessment under this Article shall be \$180.00 per Lot, payable in semi-annual installments of \$90.00 on the 15th of January and July of each year. Effective January 1, 2018 the annual assessment under this article shall be \$198.00 per Lot, payable in semi-annual installments of \$99.00 on the on the 1st of January and July of each year. Effective January 1, 2021 the annual assessment under this article shall be \$216.00 per Lot, payable in semi-annual installments of

\$108.00 on the 1st of January & July of each year. Statements shall be mailed to the address shown in the Association's records. The member bears the responsibility to assure that the Association's records of their mailing address are current and accurate.

(a) From and after January 1, 1999, the maximum annual assessment may be increased by more than ten percent (10%) by a vote of two thirds of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

(b) 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 by an amount no more than ten percent (10%) 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, 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, provided that any such special assessment shall have the approval of not less than two-thirds (2/3) of the votes of each class of members 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 PARAGRAPH 37 AND 38: Written notice of any meeting called for the purpose of taking any action authorized under Paragraph 37 and 38 hereof shall be sent to all members not less than five (5) 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 PARTS OF ASSESSMENT: Both annual assessments and special assessments and fees under this Article shall be fixed at a uniform rate for all Lots in the

Subdivision.

41. **ANNUAL ASSESSMENTS PERIODS AND DUE DATES:** The Board of Directors shall fix the amount of the annual assessment against each lot at least (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 fourteen (14) 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 agrees to 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 the Declaration of Covenants, Conditions and Restrictions or 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 much 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. 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 25th day of March, 1997. The foregoing By-Laws are hereby revised the 30th day of November, 2020. Previous revisions also occurred the 29th day of October, 2019, and the 21st day of November, 2017.

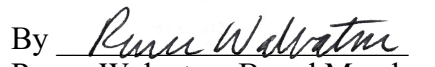
Oak Forest Homeowners Association, Inc.

By 
Donna Ladnier: President

By 
Mark Aldred: Secretary/Treasurer

By 
John Cleverdon: Board Member

By 
Christina Jones: Board Member

By 
Renee Walvatne: Board Member

By 
George Cannon: Board Member

By 
Steve Struppa: Board Member