

**AMENDED AND RESTATED BY-LAWS
OF
THE COVES AT CROOKED CREEK HOMEOWNERS ASSOCIATION**

THIS AMENDMENT the (“Amendment”) to the Bylaws of the Coves at Crooked Creek Homeowners Association (the “Bylaws”) is made on the date hereinafter set forth, pursuant to Article Eleven of the Articles of Incorporation of the Coves at Crooked Creek Homeowners Association (the “Articles”).

WHEREAS, Article Eleven of the Articles provides that the Bylaws may be amended by the Board of Directors (the “Board”) of the Coves at Crooked Creek Homeowners Association.

WHEREAS, on July 22, 2025, the Board held a duly called and noticed meeting of the Directors, with a quorum present. At said meeting, the Directors voted unanimously to amend the Bylaws as set out herein.

NOW THEREFORE, the Bylaws are hereby amended and restated in their entirety as follows:

ARTICLE I

Name, Membership, Applicability, and Definitions

1. **Name.** The name of the Association shall be The Coves at Crooked Creek Homeowners Association (the “Association”).
2. **Membership.** The Association shall have one class of membership, as is more fully set forth in the Amended Declaration of Covenants, Conditions, Restrictions and Easements for the Coves at Crooked Creek, as recorded on April 1, 2005, at Deed Book 257 Page 434, in the Office of the Judge of Probate of Winston County, Alabama as the same may be

amended from time to time as therein provided (the "Declaration"), the terms of which pertaining to membership are specifically incorporated by reference herein.

3. **Definitions.** The words used in these By-Laws shall have the same meaning as set forth in the Declaration, unless the context shall prohibit.

ARTICLE II

Association: Meetings, Quorum, Voting, Proxies

1. **Place of Meetings.** Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the members as may be designated by the Board of Directors, either in the Community or as convenient thereto as possible and practical.
2. **Annual Meetings.** Annual meetings shall be set by the Board so as to occur in the last one hundred twenty (120) days of the fiscal year. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday (excluding Saturday and Sunday). Any Member may attend an annual meeting. Failure to hold an annual meeting at the designated time shall not, under any circumstances, invalidate the corporate existence or otherwise affect valid corporate acts.
3. **Special Meetings.** The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a Majority of the Board of Directors or upon a petition signed by Owners holding at least twenty-five (25%) percent of the total Association vote. The notice of any special meeting shall state the date, time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting, except as stated in the notice.

4. **Notice of Meetings.** It shall be the duty of the Secretary to mail or to cause to be delivered to the Owner of record of each Lot a notice of each annual and special meeting of the Association stating the purpose of the special meeting, as well as the time and place where it is to be held. If an Owner wishes notice to be given at an address other than his or her Lot, he or she shall have designated by notice in writing to the Secretary such other address. The mailing or delivery of a notice of meeting in the manner provided in this Section shall be considered service of notice. Notices shall be served not less than ten (10) nor more than thirty (30) days before a meeting.
5. **Waiver of Notice.** Waiver of notice of a meeting of the members shall be deemed the equivalent of proper notice. Any member may, in writing, waive notice of any meeting of the members, either before or after such meeting. Attendance at a meeting by a member, whether in person or by proxy, shall be deemed waiver by such member of notice of the time, date and place thereof, unless such member specifically objects to lack of proper notice at the time the meeting is called to order.
6. **Adjournment of Meetings.** If any meetings of the Association cannot be held because a quorum is not present, a Majority of the members who are present at such meeting, either in person or by proxy, may Adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.
7. **Voting.** The voting rights of the members shall be as set forth in the Declaration, and such voting rights are specifically incorporated herein.
8. **Proxies.** At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing, dated and filed with the Secretary before the appointed time each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his or her Lot, or upon receipt of notice by the Secretary of

the death or judicially declared incompetence of a member, or of written revocation, or upon the expiration of eleven (11) months from the date of the proxy.

9. **Quorum.** The presence, in person or by proxy, of Owners holding at least twenty-five (25%) percent of the total eligible Association vote shall constitute a quorum at all meetings of the Association. The members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

10. **Suspension of Membership Rights.** The membership rights of any Member, including the right to vote, may be suspended by the Board of Directors (a) for any period during which any assessment or charge owed to the Association by such Member remains unpaid, or (b) for a reasonable period of time for any violation of the Declaration, Bylaws, use restrictions, rules and regulations, or design guidelines. Any such suspension shall not affect such Member's obligation to pay Assessments coming due during the period of suspension and shall not affect the permanent charge and lien on the Member's Lot in favor of the Association.

11. **No transfer.** Membership in the Association shall not be transferable or assignable except in connection with the transfer of a Lot.

12. **Limited Liability.** No Member of the Association shall be individually or personally liable to the creditors of the Association for any indebtedness or liabilities of the Association, and any all creditors of the Association shall look only to the assets of the Association for payment of any such indebtedness or liabilities.

Article III

Board of Directors: Number, Powers, Meetings

A. Composition and Selection.

1. Governing Body; Composition. The affairs of the Association shall be governed by a board of Directors, each of whom shall have one equal vote. All Directors must be natural persons 19 years of age or older. The Directors shall be Owners of Lots or the Spouses of Owners of Lots, provided, however, that no Owner may serve as a Director along with his or her Spouse.
2. Number of Directors. The Board shall consist of seven (7) members.
3. Nomination of Directors. Elected Directors may be nominated prior to the annual meeting or from the floor, and may also be nominated by a Nominating Committee, if such a committee is established by the Board. All candidates shall have a reasonable opportunity to communicate their qualifications to the members and to solicit votes.
4. Election and Term of Office. At the first annual meeting held pursuant to these Bylaws, the Members shall elect seven (7) Directors. The term of four (4) Directors shall expire two (2) years after the first annual meeting held pursuant to these Bylaws, and the term of three (3) Directors shall expire one (1) years after such annual meeting. At the expiration of the first term of office of each member of the initial Board of Directors, a successor shall be elected to serve for a term of two (2) years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Association.

At each annual meeting of the membership thereafter, Directors shall be elected to succeed those Directors whose terms are expiring. All eligible members of the Association shall vote on all Directors to be elected, and the candidate(s) receiving the most votes shall be elected.

5. **Removal of Directors.** At any regular or special meeting of the association duly called, any one or more of the members of the Board of Directors may be removed, with or without cause, by a Majority of the total Association vote and a successor may then and there be elected to fill the vacancy thus created. A Director whose removal has been proposed by the Owners shall be given at least ten (10) days notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting. Additionally, any Director who has three (3) consecutive unexcused absences from Board meetings, may be removed by a Majority vote of the Directors at a meeting, a quorum being present.

6. **Vacancies.** Vacancies in the Board of Directors caused by any reason, excluding the removal of a Director by vote of the Association, shall be filled by a vote of the Majority of the remaining Directors, even though less than a quorum, at any meeting of the Board of Directors. Each Director so selected shall serve the unexpired portion of the term of his predecessor.

B. Meeting

1. **Organization Meetings.** The first meeting of the members of the Board of Directors following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

2. **Regular Meetings.** Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a Majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of the regular schedule shall constitute sufficient notice of such meeting.

3. **Special Meetings.** Special meetings of the Board of Directors shall be held when requested by the President, the Vice President, or any three (3) Directors. The notice shall specify the time and place of the meeting and nature of any special business to be considered. The notice shall be given to each Director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone

communication, either directly to the Director or to a Person at the Director's home or office who would reasonable be expected to communicate such notice promptly to the Director; or (d) by electronic communication. All such notices shall be given or sent to the Director's address or telephone number as shown on the records of the Association. Notices sent by first class mail shall be deposited into the United States mailbox at least seven (7) days before the time set for the meeting. Notices given by personal delivery, telephone, or electronic communication shall be given at least three (3) days before the time set for the meeting.

4. **Waiver of Notice.** The transactions of any meeting of the Board of Directors, however called and notices or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if (a) a quorum is present, and (b) either before or after the meeting, each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

5. **Quorum of Board of Directors.** At all meetings of the Board of Directors, a Majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a Majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of Directors, if any action taken is approved by at least a Majority of the required quorum for that meeting. If any meeting cannot be held because a quorum is not present, a Majority of the directors who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time that the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

6. **Compensation.** No Director shall receive any compensation from the Association for acting as such unless approved by a Majority of the Owners. Directors may be reimbursed for their actual out-of-pocket expenses necessarily incurred in connection with their services as Directors.
7. **Executive Session.** The Board may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.
8. **Action Without A Formal Meeting.** Any action to be taken at a meeting of the Directors or any action that may be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors.
9. **Telephonic Participation.** One or more directors may participate in and vote during any regular or special meeting of the Board by telephone conference call or similar communication equipment by means of which all persons participating in the meeting can hear each other at the same time, and those directors so participating shall be present at such meeting. Any such meeting at which a quorum participates shall constitute a regular meeting of the Board.

C. **Powers and Duties.**

1. **Powers.** The Board of Directors shall be responsible for the affairs of the Association and shall have all powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration, Articles, or these By-Laws directed to be done and exercised exclusively by the members. In addition to the duties imposed by these By-Laws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to and be responsible for the following, in way of explanation, but not limitation:

- (a) preparation and adoption of an annual budget in which there shall be established the contribution of each Owner to the common expenses;
- (b) making assessments to defray the common expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment;
- (c) providing for the operation, care, upkeep, and maintenance of all areas which are the maintenance responsibility of the association;
- (d) designating, hiring, and dismissing the personnel necessary for the operation of the Association and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;
- (e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association;
- (f) making and amending used restrictions and rules and regulations;
- (g) opening of bank accounts on behalf of the Association and designating the signatories required;
- (h) enforcing by legal means the provisions of the Declaration, these By-Laws, and the rules and regulations adopted by it, and bring any proceeds which may be instituted on behalf of or against the Owners concerning the Association;
- (i) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;
- (j) paying the costs of all services rendered to the Association or its members which are not directly chargeable to Owners;
- (k) keeping books with detailed accounts of the receipts and expenditures affecting the association and its administration, and specifying the maintenance and repair expenses and any other expenses incurred; and
- (l) contracting with any Person for the performance of various duties and functions. The Board shall have the power to enter into common management agreements with trusts, condominiums, or other associations. Any and all functions of the Association shall be fully transferable by the Board, in whole or in part, to any other entity.

2. **Management Agent.** The board of Directors may employ for the association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The term of any management agreement shall not exceed one (1) year and shall be subject to termination by either party, without cause and without penalty, upon ninety (90) days written notice.

ARTICLE IV

Officers

1. **Officers.** The officers of the Association shall be a President, Vice President, Secretary, and Treasurer. All officers shall be elected from among the members of the Board of Directors.
2. **Election, Term of Office, and Vacancies.** The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the members. A Vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.
3. **Removal.** Any officer may be removed by the Board of Directors whenever, in its judgment, the best interests of the Association will be served thereby.
4. **President.** The President shall be the chief executive officer of the association and shall preside at all meetings of the Association and of the Board of Directors. The President shall have all the general powers and duties which are incident to the office of the president of a corporation organized under the Alabama Nonprofit Corporation Code.
5. **Vice President.** The Vice President shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting.

6. **Secretary.** The Secretary shall keep the minutes of all meetings of the Association and of the Board of Directors, and shall have charge of such books and papers as the Board of Directors may direct and shall, in general, perform all duties incident to the office of Secretary of a corporation organized in accordance with Alabama law.
7. **Treasurer.** The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, for preparing all required financial statements and tax returns, and for the deposit of all monies and other valuable effects in the name of the Association or the managing agent in such depositories as may from time to time be designated by the Board of Directors.
8. **Resignation.** Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

ARTICLE V

Committees

1. **Committees.** Committees to perform such tasks and to serve for such periods as may be designated by the Board are hereby authorized. Each committee shall be composed and shall operate in accordance with the terms or the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

ARTICLE VI

Miscellaneous

1. **Fiscal Year.** The fiscal year of the association shall be determined by resolution of the Board. In the absence of such a resolution, the fiscal year shall be the calendar year.

2. **Parliamentary Rules.** Roberts Rules of Order (current edition) shall govern the conduct of all Association proceedings, when not in conflict with Alabama law, the Articles of Incorporation, the Declaration, these By-Laws, or a ruling made by the Person presiding over the proceeding.

3. **Conflicts.** If there are conflicts or inconsistencies between the provisions of Alabama law, the Articles of Incorporation, the Declaration, and these By-Laws, the provisions of Alabama law, the Declaration, the Articles of Incorporation, and these By-Laws (in that order) shall prevail.

4. **Notices.** Unless otherwise specified in the Declaration or By-Laws, all notices, demands, bills, statements, or other communications required or permitted to be sent under the Declaration or these By-Laws shall be in writing and shall be deemed to have been duly given if delivered according to the provisions of *Ala. Code* § 10A-3A-1.03. If there are multiple Owners of a single piece of property, notice to one (1) shall be deemed notice to all. Multiple Owners may designate one (1) Owner as the Person entitled to receive notice of Association matters by so notifying the Association in writing.

5. **Amendment.** These Bylaws may be amended by a majority vote of the Board.

These Bylaws are hereby adopted on this the ____ day of July, 2025.

THE COVES AT CROOKED CREEK
HOMEOWNERS ASSOCIATION

By: _____
Secretary