

STATE OF ALABAMA)
COUNTY OF BALDWIN)

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BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
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FIRST AMENDMENT
TO THE
BY-LAWS
OF
COTTAGES ON THE GREENE PROPERTY OWNERS
ASSOCIATION, INC.

This First Amendment to the By-Laws of Cottages on the Greene Property Owners Association, Inc. (this "First Amendment") is made and entered into by the undersigned pursuant to the Nonprofit Act and the By-Laws.

RECITALS:

WHEREAS, the Cottages on the Greene Property Owners Association, Inc. (the "Association"), was formed by the Articles of Incorporation of Cottages on the Greene Property Owners Association, Inc. dated October 21, 2005, being recorded in the Office of the Judge of Probate of Baldwin County, Alabama on October 21, 2005, as Instrument 931272; and

WHEREAS, the Association's By-Laws (the "By-Laws") were duly adopted in the mode and manner prescribed by law; and

WHEREAS, the Members desire to amend the By-Laws in accordance with Article XIV, Section 14.02, of the By-Laws.

NOW, THEREFORE, premises considered, this instrument is made to amend the By-Laws and is hereby made a part of the By-Laws:

1. Amendment of Article II, Section 2.01 and Section 2.02. Article II, Section 2.01 and Section 2.02, of the By-Laws are hereby amended as follows:

2.01. Principal Office. The principal office of the Association shall be at 3800 Cottages on the Greene Parkway, Foley, Alabama 36535, or at such other place as may be designated subsequently by the Board of Directors or as the business of the corporation may require. All books and records of the Association shall be kept at its principal office. The mailing address of the Association shall be 3800 Cottages on the Greene Parkway, Foley, Alabama 36535.

2.02. Section 2.02, of the By-Laws is hereby deleted.

2. Amendment of Article III, Section 3.01 and Section 3.02. Article III, Section 3.01 and Section 3.02, of the By-Laws are hereby amended as follows:

3.01. Declaration Defined. "Declaration" shall mean that certain Declaration of Protective Covenants of Cottages on the Greene, a Planned Unit Development, as recorded as Instrument Number 931273, in the Office of the Judge of Probate of Baldwin County, State of Alabama, as the same may be amended from time to time in accordance with the terms thereof.

3.02. Other Terms Defined. Other terms used herein shall have the meaning given to them in the Declaration and are hereby incorporated by reference and made a part hereof.

3. Amendment of Article V, Section 5.03, Section 5.08, Section 5.09 and Section 5.10. Article V, Section 5.03, Section 5.08, Section 5.09 and Section 5.10, of the By-Laws are hereby amended as follows:

5.03. Notice of Meeting. Notice of all meetings of Members shall state the time and place of the meeting and the items on the agenda, including, without limitation, the general nature of any proposed amendment to the Declaration or By-Laws, any budget changes, and any proposal to remove an officer or a member of the Board. Notices shall be prepared and delivered by or at the direction of the Secretary, and may be delivered either personally, by mail or by email to a Member at the physical address or email address given to the Board by said Member, or to the Member's Lot address if no such physical address or email address has been given to the Board. Notice of the annual meeting and special meetings shall be mailed, emailed or delivered to each Member not less than ten (10) days prior to the meeting. No notices of annual or special meetings shall be mailed, emailed or delivered more than fifty (50) days prior to such meeting. A copy of the notice of any meeting of Members shall also be posted in a conspicuous place on the Planned Unit Development Property and on the Planned Unit Development Portal at least seven (7) days prior to the meeting. Proof of such notice, if necessary, may be given by the affidavit of the person giving the notice.

5.08. Order of Business. The order of business at annual meetings of Members and, as far as practical and when applicable, at all other meetings of Members, shall be:

- Call to Order
- Calling of the roll and certifying of proxies
- Proof of notice of meeting or waiver of notice
- Reading and disposal of any unapproved minutes
- Reports of officers
- Reports of committees
- Unfinished business
- Election of Directors
- New business

Adjournment

5.09. Minutes of Meeting. The minutes of all meetings of Members shall be kept in a book and/or electronically in a manner that is available for inspection by Property Owners or their authorized representatives.

5.10. Section 5.10, of the By-Laws is hereby deleted.

4. Amendment of Article VII, Section 7.04, Section 7.08 and Section 7.09. Article VII, Section 7.04, Section 7.08 and Section 7.09, of the By-Laws are hereby amended as follows:

7.04. Nomination for Election. Nominations for election to the Board of Directors shall be made by placing a member's name on a nomination form provided by the Board of Directors. Nominations shall be submitted to the Board of Directors on the form provided no less than five (5) days prior to the date of the annual meeting of Members.

7.08. Vacancies. Any vacancy in the position of a Director elected by the Members of the Association shall be filled by a majority vote of the remaining Directors, and any Director so elected shall hold office for a term equal to the unexpired term of the Director whom he succeeds.

7.09. Removal. Any Director may be removed with cause by (i) the concurrence of two-thirds (2/3) of the votes of the Association at a meeting called for that purpose or (ii) by a vote of the majority of the Board of Directors. The vacancy in the Board of Directors so created shall be filled by the Members at the same meeting if called by the Members or by the remaining Directors if removed by the Directors. Any Director, who is appointed to fill the vacancy of a removed Director, shall hold office for a term equal to the unexpired term of the Director whom he succeeds.

5. Amendment of Article VIII, Section 8.01, Section 8.02, Section 8.03, Section 8.08 and Section 8.09. Article VIII, Section 8.01, Section 8.02, Section 8.03, Section 8.08 and Section 8.09, of the By-Laws are hereby amended as follows:

8.01. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly at such place, and at such time and date as the Board shall designate. Notice of the regular meetings shall be given to each Director, personally or by mail, telephone or email, and shall be transmitted at least fourteen (14) days prior to the meeting.

8.02. Special Meetings. Special meetings of the Directors may be called by the President at any time, and must be called by the President or Secretary at the written request of a majority of the Directors. A notice of the meeting stating the time,

place and purpose of the meeting shall be given to each Director, personally or by mail, telephone, or email at least three days prior to the meeting.

8.03. Open Meetings. All meetings of the Board of Directors shall be open to all members of the Association, and notice of such meetings shall be posted conspicuously on the Planned Unit Development Property and the Planned Unit Development portal (website) at least forty-eight (48) hours prior to the meeting, except in the event of an emergency.

8.08. Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a minute book and/or electronically in manner that is available for inspection by Property Owners, or their authorized representatives, or by Directors at any reasonable time.

8.09. Order of Business. The order of business at Directors' meetings shall be:

- Call of Roll
- Proof of due notice of meeting
- Reading and disposal of unapproved minutes
- Reports of Officers and Committees
- Unfinished business
- Election of Officers (at the first meeting after the annual meeting only)
- New business
- Adjournment

6. Amendment of Article IX, Section 9.01. Article IX, Section 9.01 is hereby amended as follows:

9.01(7) To estimate the amount of the annual budget and to make, levy, enforce, and collect Assessments and fines against Property Owners to defray the costs, expenses, and losses for the Planned Unit Development, and to provide adequate remedies for failure to pay such assessments and fines.

7. Amendment of Article XI, Section 11.04. Article XI, Section 11.04, Section 11.13 and Section 11.14, are hereby amended as follows:

11.04. Assessments. Assessments for Common Expenses shall be made in accordance with the Declaration and these By-Laws. Assessments shall be collected by the Association on a monthly basis as follows: On or before the first day of each month of the fiscal year for which the Assessments are made, each Property Owner shall pay one-twelfth (1/12th) of his share of the Common Expenses for such year as shown by the annual budget. Such payment shall be (i) delivered by first class mail or hand delivery to such address as the Board determines from time to time, which shall be provided to the Members or (ii) by

Automated Clearing House (ACH) or such other method of automated, direct deposit as may be approved by the Board of Directors. The assessments of the Common Expenses shall be as set forth in the Declaration, but the yearly assessment for Common Expenses of each Property Owner shall be in proportion to his respective ownership interests in the Common Elements. The Board of Directors may cause to be sent to each Property Owner, on or before the first day of each month, a statement of the monthly Assessment. However, the failure to send or receive such monthly statement shall not relieve the Property Owner of his obligation to make timely payment of the monthly Assessment. If the Board shall not approve an annual budget or shall fail to determine new monthly Assessments for any year, or shall be delayed in doing so, each Property Owner shall continue to pay the amount of his monthly Assessment as last determined. No Property Owner shall be relieved of his obligation to pay his Assessment by abandonment of his Lot or lack of use of the Common Properties.

11.13. Accounting Records. The Association shall keep financial records. The Board shall cause to be kept, in accordance with generally accepted accounting principles, a record of all receipts and expenditures; and a separate account for each Lot showing the Assessments or other charges due, the due dates thereof, the present balance due, and any interest in Common Surplus. Such records shall be open to inspection by Property Owners and their authorized agents at reasonable times. Notwithstanding the preceding, any information deemed to be protected by relevant privacy laws or that may otherwise be deemed by the Board of Directors to be "private" information, such as, but not limited to, social security numbers and bank account information, will not be made available for inspection or copying.

11.14. Information. The Association shall be required to make available to Property Owners current copies of the Declaration, the Articles, the By-Laws, or other Rules and Regulations concerning the Common Properties, and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances. A Member may request copies of any said documents at the Member's expense in such a manner as the Board of Directors determines.

8. Amendment of the By-Laws. The By-Laws are hereby amended as a whole to delete any provision providing for the rights of the Developer.

9. Manner of Adoption. This First Amendment is made in accordance with Article XIV, Section 14.01 and Section 14.02, of the By-Laws, and § 10A-3-2.31 of the Nonprofit Act. A special meeting of the Members called by the President of the Association was held on the 20th day of June, 2024, in accordance with Article V, Section 5.02, of the Bylaws (the "Meeting"). Consideration of the adoption of the amendments to the By-Laws described in Paragraphs 1, 2, 3, 4, 5, 6, 7 and 8 above (the "Amendments") were on the agenda delivered to the Members prior to the Meeting. Notice of the Meeting was given to all Members by the Association

in accordance with Article V, Section 5.03, of the By-Laws. Present at the Meeting were Members representing at least sixty-seven percent (67%) of the total allocated votes of the Association. At the Meeting the Amendment was presented to the Members for a vote. Sixty-seven percent (67%) of the total allocated votes of the Association represented by Members at the Meeting (in person or by proxy) voted in favor of the Amendments, which meets the voting required by Article XIV, Section 14.02, of the By-Laws. Thus, the Amendments were properly approved. By executing below, the President and Secretary of the Association hereby attest that the foregoing information is true and correct in all respects.

10. Capitalized Terms. Capitalized terms used herein unless otherwise defined herein have the meaning ascribed to such terms in the By-Laws.

11. Continued Effectiveness. All of the applicable terms, conditions and provisions of the By-Laws, as hereby supplemented and amended, are in all respects hereby ratified and reaffirmed, and the By-Laws and this First Amendment shall be read, taken and construed as one and the same instrument. References in the By-Laws shall be deemed to be references to the By-Laws as amended by this First Amendment.

IN WITNESS WHEREOF, Cottages on the Greene Property Owners Association, Inc., an Alabama nonprofit corporation, has caused this instrument to be properly executed by Connie Robertson, its President and Barbara Ingram, its Secretary on this the 24th day of June, 2024.

Cottages on the Greene Property Owners Association, Inc.
An Alabama nonprofit corporation

By: Connie Robertson

Its: President

Attest:

By: Barbara Ingram

Its: Secretary

[Notary acknowledgments continue on the following page.]

STATE OF Alabama)

COUNTY OF Baldwin)

I, Linda R. Jones, the undersigned Notary Public in for said County in said State, hereby certify that Connie Robertson, whose name as **President of Cottages on the Greene Property Owners Association, Inc.**, an Alabama nonprofit corporation, 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 the instrument, _____, as such officer and with full authority, executed the same voluntarily for and as the act of said company on the day the same bears date.

Given under my hand and seal this the 24th day of June, 2024.



Linda R. Jones
NOTARY PUBLIC

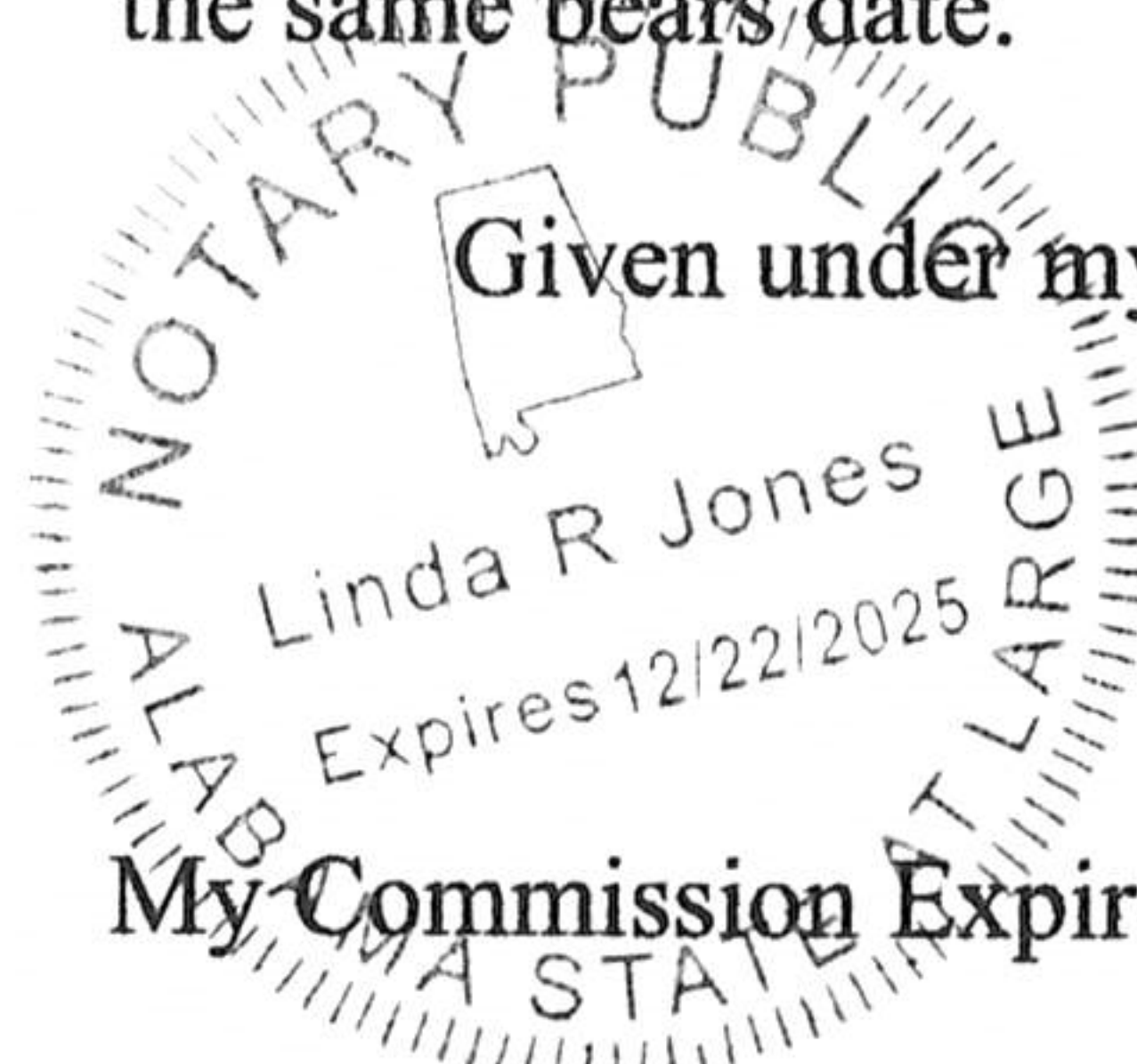
My Commission Expires: 12/22/25

STATE OF Alabama)

COUNTY OF Baldwin)

I, Linda R. Jones, the undersigned Notary Public in for said County in said State, hereby certify that Barbara Ingram, whose name as **Secretary of Cottages on the Greene Property Owners Association, Inc.**, an Alabama nonprofit corporation, 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 the instrument, _____, as such officer and with full authority, executed the same voluntarily for and as the act of said company on the day the same bears date.

Given under my hand and seal this the 24th day of June, 2024.



Linda R. Jones
NOTARY PUBLIC

My Commission Expires: 12/22/25

THIS INSTRUMENT PREPARED BY:

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