

BY-LAWS
OF
COTTON CREEK ESTATES PROPERTY OWNER'S ASSOCIATION, INC.

TABLE OF CONTENTS

I.	GENERAL	
	1.1	Name
	1.2	Terms Defined
	1.3	Purpose
	1.4	Applicability of By-Laws
	1.5	Principal Office
II.	MEMBERSHIP	
	2.	Qualification
III.	MEETINGS OF MEMBERS	
	3.1	Place of Meetings
	3.2	Annual Meeting
	3.3	Change of Annual Meeting
	3.4	Special Meeting
	3.5	Notice of Meeting
	3.6	Waiver of Notice
	3.7	Quorum
	3.8	Adjournment for Lack of Quorum
	3.9	Action without Meeting
	3.10	Minutes of Meeting
	3.11	Proviso
IV.	VOTING RIGHTS	
	4.1	Votes
	4.2	Votes Required to Transact Business
	4.3	Majority of Owners
	4.4	Voting by Proxy
	4.5	Voting by Mortgagee
	4.6	Order of Business
V.	BOARD OF DIRECTORS	
	5.1	Governing Body
	5.2	Directors During Declarant Control
	5.3	Number
	5.4	Qualification
	5.5	Nomination for Election
	5.6	Initial Election of Directors
	5.7	Election of Directors
	5.8	Term
	5.9	Vacancies
	5.10	Removal
	5.11	Compensation
VI.	MEETINGS OF DIRECTORS	
	6.1	Regular Meetings
	6.2	Special Meetings
	6.3	Open Meetings
	6.4	Waiver of Notice
	6.5	Quorum
	6.6	Action without Meeting
	6.7	Minutes of Meetings
	6.8	Presiding Officer
	6.9	Executive Session

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MISC0094 PAGE 0989

VII. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

- 7.1 Powers Defined**
- 7.2 Committees**
- 7.3 Architectural Committee**
- 7.4 Managing Agent**
- 7.5 Order of Business**
- 7.6 Borrowing**
- 7.7 Declarant's Veto**

VIII. OFFICERS

- 8.1 Executive Officers**
- 8.2 Term**
- 8.3 Resignation and Removal**
- 8.4 Vacancies**
- 8.5 Compensation**
- 8.6 President**
- 8.7 Vice President**
- 8.8 Secretary**
- 8.9 Treasurer**

IX. FISCAL MANAGEMENT

- 9.1 The Fiscal Year**
- 9.2 Maintenance and Maintenance Assessments**
- 9.3 Insurance and Casualty Loss**
- 9.4 Information**
- 9.5 Lender's Notices**
- 9.6 Depository**
- 9.7 Miscellaneous**

X. RULES AND REGULATIONS

- 10.1 House Rules**
- 10.2 Hearing Procedure**

XI. AMENDMENTS TO THE BY-LAWS

- 11. Amendment**

XII. MISCELLANEOUS

- 12.1 Construction**
- 12.2 Captions**
- 12.3 Conflicts**
- 12.4 Compliance**
- 12.5 Parliamentary Rules**

XIII. REGISTERED OFFICE AND AGENT

- 13. Name and Address**

MISC094 PAGE 0990

BY-LAWS

OF

COTTON CREEK ESTATES PROPERTY OWNER'S ASSOCIATION, INC.

GENERAL

1.1 **NAME**. The name of the ASSOCIATION shall be COTTON CREEK ESTATES PROPERTY OWNER'S ASSOCIATION, INC. ("ASSOCIATION").

1.2 **TERMS DEFINED**. "DECLARATION" shall mean that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF COTTON CREEK ESTATES, filed in the Office of the Judge of Probate of Baldwin County, Alabama, as the same may be amended from time to time in accordance with the terms thereof ("DECLARATION"). All 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.

1.3 **PURPOSE**. These are the BY-LAWS of the ASSOCIATION which is a not-for-profit Corporation organized pursuant to the provisions of the Code of Alabama (1975), Section 10-3A-1, et seq., ("ACT") for the purpose of administering the Planned Unit Development known as COTTON CREEK ESTATES, a Planned Unit Development, hereinafter referred to as the "PLANNED UNIT DEVELOPMENT" which is located in Baldwin County, Alabama. The ASSOCIATION shall issue no shares of stock of any kind or nature whatsoever.

1.4 **APPLICABILITY OF BY-LAWS**. The provisions of these BY-LAWS are applicable to the PROPERTY and COMMON PROPERTY of the PLANNED UNIT DEVELOPMENT and to the use and occupancy thereof. All present and future OWNERS, MORTGAGEES, lessees and occupants of LOTS and their employees and any other persons who may use the facilities of the PLANNED UNIT DEVELOPMENT in any manner are subject to these BY-LAWS, the DECLARATION, and the Rules and Regulations made in accordance therewith. The acceptance of a DEED of conveyance or the entering into of a lease or the act of occupancy of a LOT shall constitute an agreement that these BY-LAWS, the Rules and Regulations made in accordance therewith, and the provisions of the DECLARATION, as they may be amended from time to time, are accepted, ratified, and will be complied with.

1.5 **PRINCIPAL OFFICE**. The principal office of the ASSOCIATION shall be located in Baldwin County, Alabama, or at such other place as may be designated subsequently by the BOARD OF DIRECTORS or as the business of the ASSOCIATION may require. All books and records of the ASSOCIATION shall be kept at its principal office.

MEMBERSHIP

2. **QUALIFICATION**. The qualification for membership shall be ownership of a LOT in the PLANNED UNIT DEVELOPMENT. No membership may be separated from the LOT to which it is appurtenant. The qualification for membership is more fully set out in the DECLARATION, the terms of which pertaining to membership are specifically incorporated herein by reference.

MEETINGS OF MEMBERS

3.1 **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 PLANNED UNIT DEVELOPMENT or as convenient thereto as possible and practicable.

3.2 **ANNUAL MEETING**. The annual meeting of MEMBERS shall be held at the office of the ASSOCIATION at 6:30 p.m., local time, on

the second Tuesday of January of each year for the purpose of electing DIRECTORS and transacting any other business authorized to be transacted by the MEMBERS; PROVIDED, HOWEVER, if that day is a legal holiday, the meeting shall be held at the same hour on the next day following that is not a legal holiday.

3.3 CHANGE OF ANNUAL MEETING. The time of holding the annual meeting of MEMBERS may be changed at any time prior to fifteen (15) days before the regular day for holding such meeting by a resolution duly adopted by the BOARD OF DIRECTORS or by the MEMBERS, provided that notice of such change be mailed to each member of record, at such address as appears upon the records of the ASSOCIATION, not less than ten (10) days before the holding of such meeting; and further provided that each annual meeting of MEMBERS shall be held within one (1) month of the date on which it should regularly have been held but for such change.

3.4 SPECIAL MEETING. The President of the BOARD may call special meetings. In addition, special meetings of the MEMBERS may be called at any time by a MAJORITY of the BOARD, and must be called by the officers of the ASSOCIATION upon receipt of a written request from MEMBERS entitled to cast twenty-five percent (25%) of the total votes in the ASSOCIATION. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

3.5 NOTICE OF MEETING. Notice of all meetings of MEMBERS stating the time and place and the objects for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing. Such notice shall be in writing to each MEMBER and to each first MORTGAGEE who has given the ASSOCIATION a written request to receive notice at the address as it appears on the books of the ASSOCIATION and shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. A copy of the notice of any meeting of MEMBERS shall be posted in a conspicuous place on the PLANNED UNIT DEVELOPMENT PROPERTY at least ten (10) days prior to the meeting. Proof of such notice shall be given by the affidavit of the person giving the notice.

3.6 WAIVER OF NOTICE. Any MEMBER or first MORTGAGEE may waive the right to receive notice of any meeting by sending a written waiver to the BOARD OF DIRECTORS. Notice of any meeting may be waived before or after the meeting, orally or in writing. Attendance by a MEMBER at any meeting, either in person or by proxy, shall constitute waiver of notice of such meeting.

3.7 QUORUM. A quorum of MEMBERS for any meeting shall be deemed present throughout such meeting if MEMBERS, represented in person or by proxy, holding more than fifty-one percent (51%) of the total votes entitled to be cast at such meeting are present at the beginning of such meeting, except as otherwise provided by law, by the ARTICLES, by the DECLARATION, or by these BY-LAWS. Any provision in the DECLARATION concerning quorums is specifically incorporated herein.

3.8 ADJOURNMENT FOR LACK OF QUORUM. In the absence of a quorum at any meeting of MEMBERS, a MAJORITY of those MEMBERS entitled to vote thereat, present in person or by proxy, shall have the power to adjourn the meeting, from time to time, without notice other than announcement at the meeting, until the requisite number of MEMBERS, present in person or by proxy, shall be present. At such adjourned meeting at which the requisite number of votes shall be present, any business may be transacted which might have been transacted at the meeting as originally noticed. Any provision in the DECLARATION concerning adjournment for lack of quorum is specifically incorporated herein.

MSC0094 PAGE 0992

3.9 ACTION WITHOUT MEETING. Any action which may be taken at a regular or special meeting of the MEMBERS may also be taken without a meeting if a consent in writing setting forth the action so taken is signed by the number of MEMBERS required to take such action at a meeting and is filed with the Secretary of the ASSOCIATION.

3.10 MINUTES OF MEETING. The minutes of all meetings of MEMBERS shall be kept in a book available for inspection by LOT OWNERS or authorized representatives.

3.11 PROVISIO. PROVIDED, HOWEVER, that until four (4) months after the DECLARANT has completed and sold seventy-five percent (75%) of the LOTS in all phases of the PLANNED UNIT DEVELOPMENT or until five (5) years from the date the first LOT is sold or until DECLARANT elects to terminate the control of DECLARANT of the PLANNED UNIT DEVELOPMENT, whichever shall occur first, the BY-LAWS and rules adopted by the DECLARANT shall govern, and there shall be no meeting of MEMBERS of the ASSOCIATION, unless a meeting is called by the BOARD OF DIRECTORS of the ASSOCIATION, and neither the LOT OWNERS nor the ASSOCIATION nor the use of the PLANNED UNIT DEVELOPMENT PROPERTY by LOT occupants shall interfere with the contemplated improvements and the sale of the LOTS. The DECLARANT may make such use of the unsold LOTS and the COMMON AREAS and facilities as may facilitate such completion and sale, including, but not limited to, showing of the property and the display of signs.

VOTING RIGHTS

4.1 VOTES. The voting rights attached to each LOT shall be in accordance with that stated in the DECLARATION. The vote of a LOT shall not be divisible. The designation of the voting MEMBER shall be determined as set out in the DECLARATION.

4.2 VOTES REQUIRED TO TRANSACT BUSINESS. When a quorum is present at any meeting, the holders of a MAJORITY of the voting rights present in person or represented by written proxy shall decide any questions brought before the meeting, unless the question is one upon which, by express provision of the Act, the DECLARATION, or the BY-LAWS, a different number is required, in which case, the express provision shall govern and control the decision in question.

4.3 MAJORITY OF OWNERS. As used in these BY-LAWS, the term "MAJORITY" shall mean those votes, OWNERS or other group as the context may indicate totalling more than fifty percent (50%) of the total number.

4.4 VOTING BY PROXY. Votes may be cast in person or by proxy. All proxies must be in writing, dated, signed by the MEMBER generating the proxy, and filed with the Secretary of the ASSOCIATION before the appointed time of the meeting to which it applies. A MEMBER may revoke a proxy at any time by delivering a written notice of revocation to the ASSOCIATION. Every proxy shall automatically cease upon conveyance by the MEMBER of his or her LOT or upon receipt of notice by the Secretary of the BOARD of the death or judicially declared incompetency of a MEMBER or upon the expiration of eleven (11) months from the date of the proxy.

4.5 VOTING BY MORTGAGEE. The execution and delivery of a mortgage on a LOT by its owner shall be construed as conferring upon the mortgagee a conditional proxy to cast the vote or votes attributable to such LOT at any regular or special meeting of the ASSOCIATION. The condition of such proxy shall be noticed by such mortgagee to the ASSOCIATION, in writing, of its intent to exercise the conditional proxy rights granted to it, as mortgagee, by the terms of this Subparagraph. In the absence of such written notice, the ASSOCIATION shall be entitled to recognize the LOT OWNER of the MORTGAGE LOTS as fully entitled to cast the vote or votes

attributable. However, once such written notice is received by the ASSOCIATION, the right of a mortgagee to cast the vote or votes attributable to that LOT shall be recognized by the ASSOCIATION until the mortgagee withdraws its intent to cast such votes in writing or until the MORTGAGE is paid in full and satisfied of record, whichever first occurs.

4.6 ORDER OF BUSINESS. The order of business at annual meetings of MEMBERS and, as far as practical, 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
- Election of DIRECTORS
- Unfinished business
- New business
- Adjournment.

BOARD OF DIRECTORS

5.1 GOVERNING BODY. The affairs of the ASSOCIATION shall be governed by a BOARD OF DIRECTORS. Except as provided herein, the DIRECTORS shall be MEMBERS.

5.2 DIRECTORS DURING DECLARANT CONTROL. The DIRECTORS shall be selected by the DECLARANT acting in the sole discretion of the DECLARANT and shall serve at the pleasure of the DECLARANT so long as DECLARANT shall retain control as set forth in the DECLARATION, unless the DECLARANT shall earlier surrender this right to select DIRECTORS. The DIRECTORS selected by the DECLARANT need not be OWNERS or OCCUPANTS in the PLANNED UNIT DEVELOPMENT.

5.3 NUMBER. The initial number of DIRECTORS in the ASSOCIATION shall be three (3). The MEMBERS of the ASSOCIATION shall have the right to amend the number of the BOARD OF DIRECTORS at any regular or special meeting called for the purpose.

5.4 QUALIFICATION. Except for DIRECTORS appointed by the DECLARANT, each DIRECTOR shall be a LOT OWNER. If a LOT OWNER is a trust, then the beneficiary of the trust may be a DIRECTOR; and if a LOT OWNER is a corporation or partnership, then an officer, partner or employee of such LOT OWNER may be a DIRECTOR. If a DIRECTOR shall cease to meet such qualifications during his term, he shall cease to be a DIRECTOR and his place on the BOARD shall be vacant.

5.5 NOMINATION FOR ELECTION. Except with respect to the DIRECTORS selected by the DECLARANT, nomination for election to the BOARD OF DIRECTORS shall be made from the floor at the annual meeting of MEMBERS or at any other meeting of MEMBERS called for the purpose of electing DIRECTORS. Nominations shall be made also by a nominating committee appointed by the BOARD prior to the annual meeting of the MEMBERS or prior to any other meeting of MEMBERS called for the purpose of electing DIRECTORS.

5.6 INITIAL ELECTION OF DIRECTORS. Within thirty (30) days after the LOT OWNERS are entitled to elect one (1) or more DIRECTORS, the ASSOCIATION shall call a meeting of the MEMBERS to elect the DIRECTOR. The ASSOCIATION shall give not less than ten (10) days nor more than sixty (60) days notice of the meeting to each MEMBER. The meeting may be called and the notice may be given by any LOT OWNER if the ASSOCIATION fails to do so. The election shall be conducted in the manner specified herein.

5.7 ELECTION OF DIRECTORS. DIRECTORS shall be elected at the annual meeting of MEMBERS or at a special meeting called for that

MISC0394 PAGE 0394

purpose. The election shall be by secret ballot (unless dispensed with by unanimous consent) and each MEMBER shall be entitled to vote for each vacancy. There shall be no cumulative voting. Those candidates receiving the greatest number of votes cast either in person or by proxy shall be elected. At the initial election, the candidate receiving the most votes shall serve a two (2) year term, and the next two (2) candidates receiving the most votes shall serve one (1) year terms. At subsequent annual elections, the two (2) vacancies shall be filled as follows: two (2) DIRECTORS shall be elected, with the candidate receiving the most votes to serve a two (2) year term, and the remaining candidate to serve a one (1) year term.

5.8 TERM. Each DIRECTOR elected by the MEMBERS shall hold office until their respective successors have been elected and qualified or until he resigns or is removed in any manner provided elsewhere herein. Each DIRECTOR appointed by the DECLARANT shall hold office until he resigns, is removed by the DECLARANT, or his term expires as provided for herein.

5.9 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. Any vacancy in the position of a DIRECTOR appointed by the DECLARANT shall be filled by the DECLARANT.

5.10 REMOVAL. Any DIRECTOR may be removed for cause by the concurrence of two-thirds (2/3) of the votes of the ASSOCIATION at a meeting of MEMBERS called for that purpose. The vacancy in the BOARD OF DIRECTORS so created shall be filled by the MEMBERS at the same meeting.

5.11 COMPENSATION. A DIRECTOR shall not receive any compensation for any services he may render to the ASSOCIATION as a DIRECTOR; PROVIDED, HOWEVER, that any DIRECTOR may be reimbursed for actual out-of-pocket expenses incurred by him in his performance of his duties.

MEETINGS OF DIRECTORS

6.1 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 four (4) such meetings shall be held during each fiscal year, with at least one (1) per quarter. Notice of regular meetings shall be given to each DIRECTOR, personally or by mail, telephone, or telegraph at least ten (10) days prior to the day named for such meeting.

6.2 SPECIAL MEETINGS. Special meetings of the DIRECTORS shall be held when called by written notice signed by the President, Vice President, or Secretary of the ASSOCIATION or by two (2) or more DIRECTORS. Not less than three (3) days notice of the meeting shall be given personally or by mail, telephone, or telegraph, which notice shall state the time, place, and purpose of the meeting.

6.3 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 at least forty-eight (48) hours prior to the meeting, except in the event of an emergency.

6.4 WAIVER OF NOTICE. Any DIRECTOR may waive notice of a meeting either before or after the meeting or may consent to the holding of a meeting without notice. Attendance by any DIRECTOR at a meeting shall constitute waiver of notice of the meeting, except when attendance is for the express purpose of objecting at the

beginning of the meeting to the transaction of business on the grounds that the meeting was not lawfully called.

6.5 QUORUM. A quorum shall consist of the number of DIRECTORS entitled to cast a MAJORITY of the votes of the entire BOARD OF DIRECTORS. The acts of the DIRECTORS approved by a MAJORITY of the votes present at a meeting at which a quorum is present shall constitute the acts of the BOARD OF DIRECTORS. The joinder of a DIRECTOR in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such a DIRECTOR for the purpose of determining a quorum.

6.6 ACTION WITHOUT MEETING. Any action permitted or required to be taken at a meeting of the DIRECTORS may be taken without a meeting if written consent setting forth the action so taken shall be signed by all the DIRECTORS and filed with the minutes of the proceedings of the BOARD.

6.7 MINUTES OF MEETINGS. The minutes of all meetings of the BOARD OF DIRECTORS shall be kept in a minute book available for inspection by LOT OWNERS or their authorized representatives or any DIRECTORS at any reasonable time.

6.8 PRESIDING OFFICER. The presiding officer of DIRECTOR'S meetings shall be the President. In the absence of the President, the DIRECTORS present shall designate one (1) of their number to preside.

6.9 EXECUTIVE SESSION. The BOARD may, with approval of a MAJORITY of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote upon personal 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.

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

7.1 POWERS DEFINED. The BOARD OF DIRECTORS shall have the power to exercise all powers, duties and authority vested in the ASSOCIATION by the ACT, the DECLARATION, the ARTICLES or these BY-LAWS, except for such powers and duties reserved thereby to the MEMBERS or the DECLARANT.

7.2 COMMITTEES. The BOARD OF DIRECTORS may, by resolution, appoint such committees as deemed appropriate in carrying out its purpose, and such committees shall have the powers of the BOARD OF DIRECTORS for the management of the affairs and business of the ASSOCIATION to the extent provided in the resolution designating such a committee. Any such committee shall keep regular minutes of its proceedings and shall report the same to the BOARD OF DIRECTORS.

7.3 ARCHITECTURAL COMMITTEE. The BOARD OF DIRECTORS shall appoint an ARCHITECTURAL COMMITTEE in accordance with the provisions of the DECLARATION.

7.4 MANAGING AGENT. Subject to the terms of the DECLARATION, the BOARD OF DIRECTORS shall be authorized to employ the services of a manager or managing agent, who may either be a DIRECTOR, officer, or employee of the ASSOCIATION, or an independent person or firm qualified to manage the PROPERTY and affairs of the PLANNED UNIT DEVELOPMENT under the supervision of the BOARD. The compensation paid to any such manager or managing agent shall be in the amount established from time to time by the BOARD.

7.5 ORDER OF BUSINESS. The order of business at DIRECTOR'S meetings shall be:

MISC0394 PAGE 0936

Call of roll
Proof of due notice of meeting
Reading and disposal of unapproved minutes
Reports of officers and committees
Election of officers
Unfinished business
New business
Adjournment.

7.6 BORROWING. The BOARD OF DIRECTORS shall have the power to borrow money for the purposes of repair or restoration of the COMMON PROPERTY pursuant to the terms and conditions of the DECLARATION.

7.7 DECLARANT'S VETO. DECLARANT shall have the veto power over all actions of the BOARD as more fully provided in the DECLARATION.

OFFICERS

8.1 EXECUTIVE OFFICERS. The executive officers of the ASSOCIATION shall be a President, who shall be a DIRECTOR; a Vice President, who shall be a DIRECTOR; and a Secretary-Treasurer, who shall be a DIRECTOR, all of whom shall be elected annually by the BOARD OF DIRECTORS and who may be peremptorily removed by vote of the DIRECTORS at any meeting. Any PERSON may hold two (2) or more offices, except that the President shall not also be the Secretary. The BOARD OF DIRECTORS shall from time to time elect such other officers and designate their powers and duties as the BOARD shall find to be required to manage the affairs of the ASSOCIATION.

8.2 TERM. Each officer shall hold office for the term of one (1) year and until his successor shall have been appointed or elected and qualified, provided that any officer may succeed himself.

8.3 RESIGNATION AND REMOVAL. Any officer may be removed from office either with or without cause by the vote of a MAJORITY of the DIRECTORS present at any meeting. Any officer may resign at any time by giving written notice to the BOARD. Such resignation shall take effect on the date of receipt of said resignation 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.

8.4 VACANCIES. A vacancy in any office shall be filled by a MAJORITY vote of the DIRECTORS at any meeting. An officer elected to fill a vacancy shall hold office for a term equal to the unexpired term of the officer he succeeds.

8.5 COMPENSATION. An officer shall not receive any compensation for any service he may render to the ASSOCIATION as an officer; PROVIDED, HOWEVER, that any officer may be reimbursed for actual out-of-pocket expenses incurred by him in the performance of his duties.

8.6 PRESIDENT. The President, who shall be a DIRECTOR, is the chief executive officer of the ASSOCIATION and shall have all the powers and duties that are usually vested in the office of President of a PLANNED UNIT DEVELOPMENT ASSOCIATION, including but not limited to the following powers:

- A. To preside over all meetings of the MEMBERS and of the BOARD.
- B. To sign as President all deeds, contracts, and other instruments that have been duly approved by the BOARD.
- C. To call meetings of the BOARD whenever he deems it necessary in accordance with the Rules.
- D. To have the general supervision, direction, and control of the affairs of the ASSOCIATION.

8.7 VICE PRESIDENT. The Vice President, who shall be a **DIRECTOR**, shall have all the powers and duties that are usually vested in the office of the Vice President of a **PLANNED UNIT DEVELOPMENT ASSOCIATION**. The Vice President shall, in the absence of or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the **DIRECTORS**.

8.8 SECRETARY. The Secretary, who shall be a **DIRECTOR**, shall have all the powers and duties that are usually vested in the Secretary of a **PLANNED UNIT DEVELOPMENT ASSOCIATION**. The Secretary shall keep the minutes of all proceedings of the **DIRECTORS** and the **MEMBERS**. He shall attend to the giving and serving of all notices to the **MEMBERS** and **DIRECTORS** and other notices required by law. He shall have custody of the seal of the **ASSOCIATION** and affix the same to instruments requiring a seal when duly signed. He shall sign as Secretary all deeds, contracts and all other instruments which have been duly approved by the **BOARD**, if said instrument requires the signature or attestation of the Secretary. He shall keep the records of the **ASSOCIATION**, except those of the Treasurer, and shall perform all other duties incident to the office of the Secretary of an **ASSOCIATION** as may be required by the **DIRECTORS** or the President.

8.9 TREASURER. The Treasurer, who shall be a **DIRECTOR**, shall be the financial officer of the **ASSOCIATION** and shall have all the powers and duties that are usually vested in the Treasurer of a **PLANNED UNIT DEVELOPMENT ASSOCIATION**. The Treasurer shall have custody of all **PROPERTY** of the **ASSOCIATION**, including funds, securities, and evidences of indebtedness. He shall keep the financial records and books of account of the **ASSOCIATION** in accordance with good accounting practices. He shall keep detailed, accurate records in chronological order of the receipts and expenditures affecting the common areas and facilities, specifying and itemizing the maintenance and repair expenses of the common areas and facilities and any other expenses incurred; and he shall perform all other duties incident to the office of the Treasurer. The records, books of account, and the vouchers authorizing payments shall be available for examination by a **MEMBER** of the **ASSOCIATION** at convenient hours of week days as more specifically provided in the **DECLARATION**.

FISCAL MANAGEMENT

9.1 THE FISCAL YEAR. The fiscal year of the **ASSOCIATION** shall be such as shall from time to time be established by the **ASSOCIATION**.

9.2 MAINTENANCE AND MAINTENANCE ASSESSMENTS. The **BOARD OF DIRECTORS** shall comply with all of the provisions of the **DECLARATION** pertaining to maintenance and maintenance assessment.

9.3 INSURANCE AND CASUALTY LOSS. The **BOARD OF DIRECTORS** shall comply with all of the provisions of the **DECLARATION** pertaining to insurance and casualty loss.

9.4 INFORMATION. The **ASSOCIATION** shall make available copies of its records pursuant to the requirements of the **DECLARATION**.

9.5 LENDER'S NOTICES. The **ASSOCIATION** shall provide the lender's notices required by the **DECLARATION**.

9.6 DEPOSITORY. The depository of the **ASSOCIATION** shall be such bank or banks and/or savings and loan associations as shall be designated from time to time by the **DIRECTORS** and in which moneys of the **ASSOCIATION** shall be deposited. Withdrawal of moneys from such account shall be only by checks signed by such **PERSONS** as are authorized by the **DIRECTORS**.

9.7 MISCELLANEOUS. The terms and provisions of the DECLARATION pertaining to fiscal management is incorporated herein as if fully set out as an exhibit.

RULES AND REGULATIONS

10.1 HOUSE RULES. The BOARD OF DIRECTORS may from time to time and subject to the rights of DECLARANT to control, adopt, modify, amend, or add to Rules and Regulations concerning the use of the PLANNED UNIT DEVELOPMENT. Copies of such Rules and Regulations or any amendments, additions, or modifications shall be delivered to each LOT OWNER not less than fourteen (14) days prior to the effective date thereof. No rule or regulation may be adopted by the ASSOCIATION that conflicts with the DECLARATION, ARTICLES OF INCORPORATION of the ASSOCIATION, or these BY-LAWS.

10.2 HEARING PROCEDURE. The BOARD shall not impose a fine, suspend voting, or infringe upon any of the rights of a MEMBER or other occupant for violations of the rules of the ASSOCIATION, or the DECLARATION, BY-LAWS or ARTICLES, unless and until the following procedure is followed:

A. Demand. Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying: (i) the alleged violation; (ii) the action required to abate the violation; and (iii) a time period not less than ten (10) days during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of a sanction after notice and a hearing that the violation is not continuing.

B. Notice. At any time within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty or if the same is subsequently violated, the BOARD or its delegate shall serve the violator with written notice of a hearing to be held by the BOARD or a committee appointed by the BOARD. The notice shall contain: (i) the nature of the violation; (ii) the time and place of the hearing, which time shall not be less than ten (10) days from the giving of the notice; (iii) an invitation to attend the hearing and produce any statement, evidence, and witness on his or her behalf; and (iv) the proposed sanction to be imposed.

C. Hearing. The hearing shall be held in executive session pursuant to the notice affording the MEMBER a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, DIRECTOR, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall obtain a written statement of the results of the hearing and the sanction, if any, imposed.

D. Appeal. If a hearing is before a committee of the BOARD, following said committee hearing, the violator shall have the right to appeal the decision to the BOARD. To perfect this right, written notice of appeal must be received by the President or Secretary of the ASSOCIATION within thirty (30) days after the hearing date.

AMENDMENTS TO THE BY-LAWS

11. AMENDMENT. The procedure for amending these BY-LAWS shall be the same as the procedure set out in the DECLARATION for amendment of the DECLARATION.

MISCELLANEOUS

12.1 CONSTRUCTION. Wherever the context so permits, the singular shall include the plural; the plural shall include the singular; and the use of the gender shall be deemed to include all genders.

12.2 CAPTIONS. The captions herein are inserted only as a matter of convenience for all reference and in no way define, limit, or describe the scope of these BY-LAWS or the intent of any provision hereof.

12.3 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, the DECLARATION, the ARTICLES OF INCORPORATION and the BY-LAWS (in that order) shall prevail.

12.4 COMPLIANCE. These BY-LAWS are set forth to comply with the requirements of the ACT and shall be considered an appendage to the DECLARATION filed prior hereto in accordance with said ACT.

12.5 PARLIAMENTARY RULES. Roberts Rules of Order (latest edition) shall govern the conduct of ASSOCIATION meetings when not in conflict with the ACT, DECLARATION or these BY-LAWS.

REGISTERED OFFICE AND AGENT

13. NAME AND ADDRESS. The location and the mailing address of the initial registered office is Route 2, Box 33, Decatur, Alabama 35603. The name of its initial registered agent is BILLY BUCKLEW.

The foregoing were adopted as the BY-LAWS of COTTON CREEK ESTATES PROPERTY OWNER'S ASSOCIATION, INC., at the first meeting of the BOARD OF DIRECTORS on the 8 day of JULY, 1997.


PHYLLIS ALEXANDER
Secretary

Approved:


BILLY BUCKLEW
President

THIS INSTRUMENT PREPARED BY:

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