

AMENDMENTS TO BYLAWS
OF
WEATHERLY RESIDENTIAL ASSOCIATION, INC.

The members of Weatherly Residential Association, Inc. (the "Association"), pursuant to Section 8.02 of the Bylaws of the Corporation and ALA. CODE § 10-3A-27 (1999 Repl.), hereby adopt the following Amendments to the Bylaws of the Corporation.

1. Section 1.02 of the Bylaws of the Association is hereby deleted and the following substituted in lieu thereof:

"Section 1.02. **Purposes.** The purposes for which the Association is organized are set forth in the Articles of Incorporation, which purposes include, without limitation, providing for the efficient preservation of the appearance, value and amenities of the "Development", as herein defined. As used herein, the term "Development" shall mean and refer to any portion of the real property described in Exhibit A attached hereto and incorporated herein by reference which is developed for "Residential Lots", as hereinafter defined. As used herein, the term "Residential Lot" or "Residential Lots", whether used in the singular or plural tense, shall mean and refer to any real property within the Development which has been or will be developed for single-family residential purposes, including, without limitation, attached or detached residential dwellings, townhouses, condominiums, cooperatives, duplexes, garden homes, patio homes, zero-lot-line homes, cluster homes or any other types of single-family dwellings. As of the date hereof, a portion of the Development is subject to the Declaration of Protective Covenants for Weatherly, Glen Abbey Sector 12, dated August 18, 1994 and recorded as Instrument No. 1994-25694 in the Office of the Judge of Probate of Shelby County, Alabama (which, together with all amendments thereto and all subsequent protective covenants which refer to this Association as the entity which will collect assessments and maintain the Common Area of the Development and otherwise exercise the rights and remedies of the owner's association described in such protective covenants and all amendments thereto, are hereinafter collectively referred to as the "Protective Covenants"). Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Protective Covenants."

2. Section 2.01 of the Bylaws of the Association is hereby deleted and the following substituted in lieu thereof:

"Section 2.01. **Membership.** Each person who is the owner of a Residential Lot in the Development shall be a member of the Association. If a Residential Lot is owned by more than one person and if only one of those persons is present at a meeting of the Association, that person shall be entitled to

cast the vote appertaining to such Residential Lot; provided, however, that if more than one of those persons is present, the vote appertaining thereto shall be cast only in accordance with their unanimous agreement; and, if no unanimous agreement is reached, the vote appertenant to such Residential Lot shall be entitled to no more than one vote. Membership in the Association shall be appertenant to, and may not be separated from, ownership of any Residential Lot. As used in these Bylaws, "member" shall mean the owner of any Residential Lot. The voting rights of any member shall be limited and suspended in the event such member has failed to pay any assessments due to the Association."

3. Section 2.06 of the Bylaws of the Association is hereby deleted and the following substituted in lieu thereof:

"Section 2.06. **Quorum.** The presence, either in person or by proxy, of members holding at least thirty-three and one-third percent (33 $\frac{1}{3}$ %) of all votes in the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements as set forth in Section 2.05 above, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting.

4. Section 2.08 of the Bylaws of the Association is hereby deleted and the following substituted in lieu thereof:

"Section 2.08. **Voting by Members.** Subject to the provisions of Sections 2.01 and 3.03 of these Bylaws, each member of the Association shall be entitled to one (1) vote for each Residential Lot owned by such member. No fractional voting shall be permitted. When more than one person is the owner of a Lot, the provisions of Section 2.01 of these Bylaws shall be applicable to the exercise of such voting rights. For purposes of these Bylaws and the Articles of Incorporation, the vote of a "majority" of the members of the Association shall mean the vote of at least fifty-one percent (51%) of the total number of votes represented at a meeting, whether in person or by proxy. Unless a greater proportion is specified in these Bylaws or the Articles of Incorporation, and subject to the terms and provisions of Sections 2.01 and 3.03 of these Bylaws, any matter which requires the vote, approval, disapproval or consent of the members of the Association shall be deemed to have been given if a "majority" of the members of the Association represented at a meeting, either in person or by proxy, affirmatively vote for, approve or consent to the same."

5. Section 3.03 of the Bylaws of the Association is hereby deleted and the following substituted in lieu thereof:

"Section 3.03 **Election, Removal and Replacement of Directors.** The members of the Association shall, by majority vote of the members of the

Association, (i) elect the members of the Board of Directors at the annual meeting of the members of the Association and (ii) have the right to remove, either with or without cause, at any time or from time to time, any of the members of the Board and appoint a successor to such removed Director. There shall be no cumulative voting by the members.”

6. Section 3.10 of the Bylaws of the Association is hereby deleted and the following substituted in lieu thereof:

“Section 3.10. **Vacancies.** Any vacancy occurring in the Board of Directors, other than a vacancy occurring by reason of a Director’s removal pursuant to Section 3.03 of these Bylaws, may be filled by the affirmative vote of a majority of the remaining Directors. A Director elected or appointed to fill a vacancy shall be elected to serve for the unexpired term of his predecessor in office.”

7. Section 8.02 of the Bylaws of the Association is hereby deleted and the following substituted in lieu thereof:

“Section 8.02. **Power of Directors to Amend.** The Board of Directors shall have the right, power and authority to alter, amend or repeal the Bylaws of the Association or adopt new Bylaws for the Association at any regular or special meeting of the Board. Furthermore, the members of the Association, by the affirmative vote of at least two-thirds of the votes entitled to be cast by members present or represented by proxy at any annual meeting or special meeting called for such purpose at which a quorum is present, may alter, amend, or repeal the Bylaws of the Association or adopt new Bylaws for the Association.”

and constituting a quorum at such meeting, after written notice of such meeting setting forth the proposed amendments was provided to all members within the time and in the manner provided in the Articles of Incorporation and Bylaws of the Corporation and ALA. CODE § 10-3A-1, et seq. (1999 Repl.).

Dated the 1st day of July, 2009.

ATTESTED:

WEATHERLY RESIDENTIAL
ASSOCIATION, INC.

Karen Rogers
Its Secretary

By: Johnny Kimbrell
Its President

STATE OF ALABAMA)
)
COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Johnny Kimbrell, whose name as President of Weatherly Residential Association, Inc., an Alabama 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 such instrument, he/she as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this 1st day of July, 2009.

Adrian Epp
Notary Public

My Commission Expires: 11-15-2011

[SEAL]

This Instrument Prepared by:
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State of Alabama
Shelby County

Certificate of Incorporation
Amendment
Of
WEATHERLY RESIDENTIAL ASSOCIATION, INC.

The undersigned, as Judge of Probate of Shelby County, State of Alabama, hereby certifies that duplicate originals of Articles of Incorporation of WEATHERLY RESIDENTIAL ASSOCIATION, INC., duly signed and verified pursuant to the provisions of Section Non Profit of the Alabama Business Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as such Judge of Probate, and by virtue of the authority vested in him by law, hereby issues this Certificate of Incorporation of WEATHERLY RESIDENTIAL ASSOCIATION, INC., and attaches hereto a duplicate original of the Articles of Incorporation.

Given under my hand and Official Seal on
this the 13TH day of AUGUST, 2009.

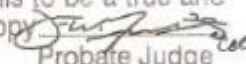


James W. Fuhrmeister
Judge of Probate



I certify this to be a true and
correct copy

8/13/2009
3 pgs



Probate Judge
Shelby County