

Recorded: 5/23/2016 3:40:13 PM

W. Hardy McCollum, Probate Judge

Tuscaloosa County, Alabama

Term/Cashier: PRO-RECORDING1/JMCATEER

Tran: 903385

Incorporations \$25.00

Probate Judge Fee \$2.00

Total: \$27.00

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STATE OF ALABAMA §

TUSCALOOSA COUNTY §

**FIRST AMENDMENT TO THE BY-LAWS OF
 WATERFORD PLACE HOMEOWNERS ASSOCIATION, INC.**

COMES NOW, the Board of Directors of the Waterford Place Homeowners Association, Inc. (hereinafter "Association"), as composed on the date written below, and hereby Amend the By-Laws of the Association as follows:

1. Article II, Section 4 is removed in its entirety and replaced with the following:

"4. Annual Meetings. Annual meetings of members shall be held on a date and at a time and place selected by the Board of Directors of the Association in the month of June of each year, and such information shall be provided to the members of the Association as provided in Section 6 of this Article. The annual meeting shall be held for the purpose of electing directors and of transacting any other business authorized to be transacted by the members."

2. Article V, Section 3 is removed in its entirety and replaced with the following:

"3. Assessments. The estimated annual budget for each fiscal year shall be approved by the Board of Directors, and copies thereof shall be furnished by the Board to each member not later than ten (10) days before the beginning of such year. Each member will be assessed an annual assessment based upon such budget. The initial annual assessment shall be \$225.00 per lot. The annual assessment of \$225.00 per lot is due on or before June 1 of each year, and said assessments are delinquent on July 1."

3. Article III is amended to add the following Section 10:

"10. Enforcement. In addition to the powers enumerated in Article III, Section 8 of the By-Laws of the Association, the Board of Directors shall have the power, but not the obligation, to enforce the covenants, restrictions, rules, and regulations of the Subdivisions as well as the By-Laws of the Association.

(a) The Board of Directors may utilize the following non-exclusive methods and/or mechanisms to enforce the covenants and restrictions of the Subdivisions and the rules, regulations, and By-Laws (hereinafter collectively "Rules") including (i) attempts at informal resolutions such as verbal and/or written notices of the Rules and/or violations; (ii) assessment of fines; and/or (iii) judicial enforcement. Selection of any one method of enforcement does not operate to preclude the Board of Directors from using any other available method of enforcement. Multiple methods may be used at the same time at the sole discretion of the Board of Directors.

(1) If judicial enforcement is pursued as a means of enforcing the Rules, the Board of Directors and/or the Association shall be entitled to reimbursement from the person or persons against whom enforcement is sought (hereinafter "Violators") for all costs, expenses, and attorney's fees expended or incurred by the Board of Directors and/or Association if it obtains any requested or non-requested relief from the court or by means of settlement with said Violators.

(2) The Board of Directors shall have the power, in its sole and absolute discretion, to waive and/or otherwise relieve any Violator from the obligation of reimbursement of said costs, expenses, and fees when the Board determines such waiver and/or relief is or may be warranted.

(b) Procedure for Levying Fine. The Board of Directors shall have the power to levy and otherwise assess each lot in the neighborhood with a fine for violation of the Rules. Said fine shall constitute a special assessment against the subject lot. Any such fine shall carry a duty of payment on those persons subject to the By-Laws of the Association by virtue of their ownership, interest, or occupancy of, in, or to the subject lot.

(1) Prior to levying a fine or special assessment upon a Violator for violation of the Rules, the Board of Directors shall cause a notice of such violation to be given to the alleged Violator. Such notice may be (i) hand delivered to the owner or a resident who is of suitable age of the subject lot; (ii) posted to the front door of the residence on the subject lot; or (iii) mailed by first class United States Mail to the street address for the subject lot. Notice shall be effective when hand delivered, mailed, or posted, and record of how notice is given shall be maintained. In the event that it is known to the Board of Directors that the Violator lot does not reside on the subject lot, then in addition to any other notice method utilized, the Board of Directors shall mail notice via first class United States Mail to the last known mailing address of the Violator.

(A) The notice to the Violator shall state the violation with such particularity that a reasonable person can ascertain the nature of the violation and know how to correct the same. Additionally, the notice shall include a ten (10) day period from the date of effective delivery of the Notice for the Violator to cure the violation or to contest the violation. If the Violator cures the violation within the ten (10) day period, there shall be no levy, fine, or assessment. A Violator may contest the violation within the ten (10) day period by submitting to the Board of Directors a written statement containing all facts and assertions the Violator relies on in contesting the violation. The Board of Directors shall have the sole discretion to weigh, consider, and act upon any information presented and shall do so within ten (10) days of receipt of the written submission.

(B) If the violation is not cured to the satisfaction of the Board or if a contest is not received within ten (10) days of the effective date of the notice, the Board of Directors shall, in its sole discretion, levy either (i) a one-time fine not to exceed the annual assessment of the Association or (ii) Five Dollars (\$5.00) per day applied retroactively to the effective date of the notice until such time as the violation is cured. Any fine levied hereunder shall become an assessment against the subject lot and shall be enforceable as any other assessment may be enforced under the By-Laws of the Association including by lien but not limited thereto.

(c) Form of Notice. The notice to the Violator contemplated hereunder shall be in substantially the following form:

“Dear _____,

Be advised that you are in violation of the covenants and restrictions of Waterford Place and/or the rules, regulations, and By-Laws of the Waterford Place Homeowners Association, Inc. as follows:

1. [State nature of violation.]

You have ten (10) days to cure the violation or file with the Board of Directors a written contest to the violation. Your written contest shall contain all facts and assertions you rely on in your contest. If you contest the violation, the Board will review your written submission and make a

determination as to the violation within ten (10) days of receipt of your written submission.

If you do not cure the violation within ten (10) days, or if you contest the violation and your contest is denied by the Board of Directors, the Board may levy a fine against you. The fine levied against you may, at the election of the Board of Directors, be either (i) a one-time fine not to exceed the total annual assessment of the Association or (ii) Five Dollars (\$5.00) per day applied retroactively to the effective date of this notice and continuing until such time as the violation is cured.

Thank you for your time and attention to this matter.

Sincerely,

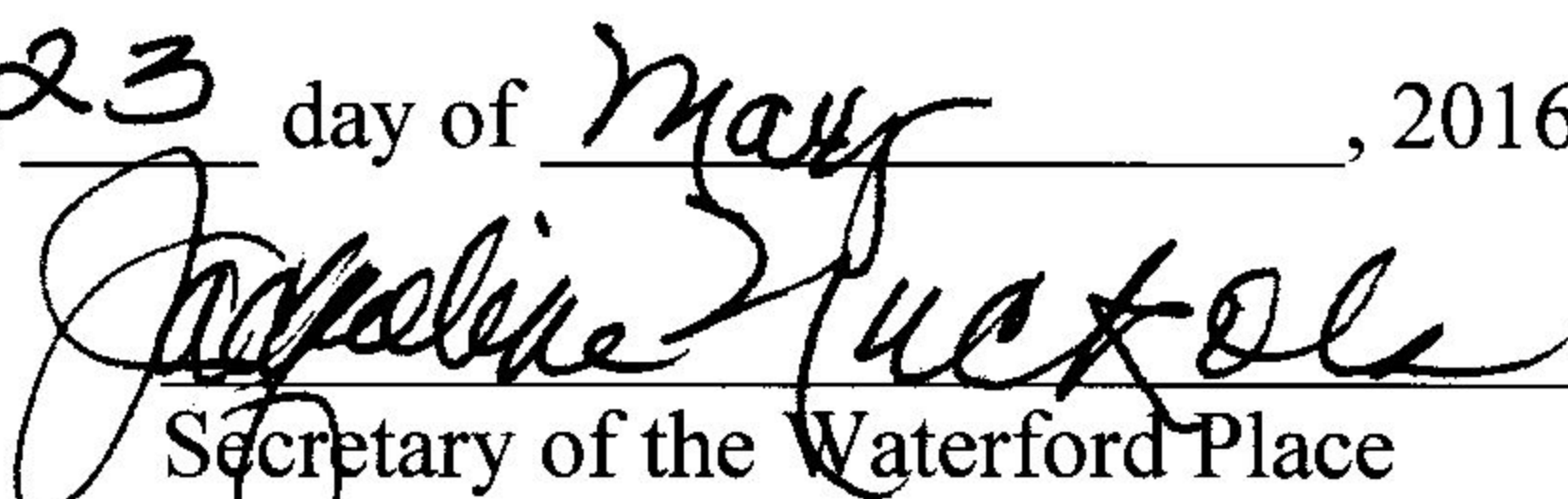
President, Waterford Place Homeowners Association, Inc.”

(d) Notwithstanding any of the above, it is within the Board’s discretion to withdraw any notice of violation, at any time, and/or to waive any fine assessed, or release any lien imposed, if the Board determines such action is warranted under the circumstances.”

4. To the extent that any of the provisions of this Amendment may conflict with any of the other provisions of the By-Laws, the provisions of this Amendment shall apply, to the extent possible, unless specifically modified or repealed by subsequent amendment to the By-Laws. If any of the provisions of this Amendment shall be deemed unenforceable by a Court of competent jurisdiction, such provision shall be deemed severed to the extent necessary to give effect to any remaining provisions of said Amendment; and its invalidity shall not affect the remaining provisions of said Amendment and/or By-Laws.

APPROVED BY THE BOARD OF DIRECTORS OF WATERFORD PLACE

HOMEOWNERS ASSOCIATION, INC. on the 23 day of May, 2016.

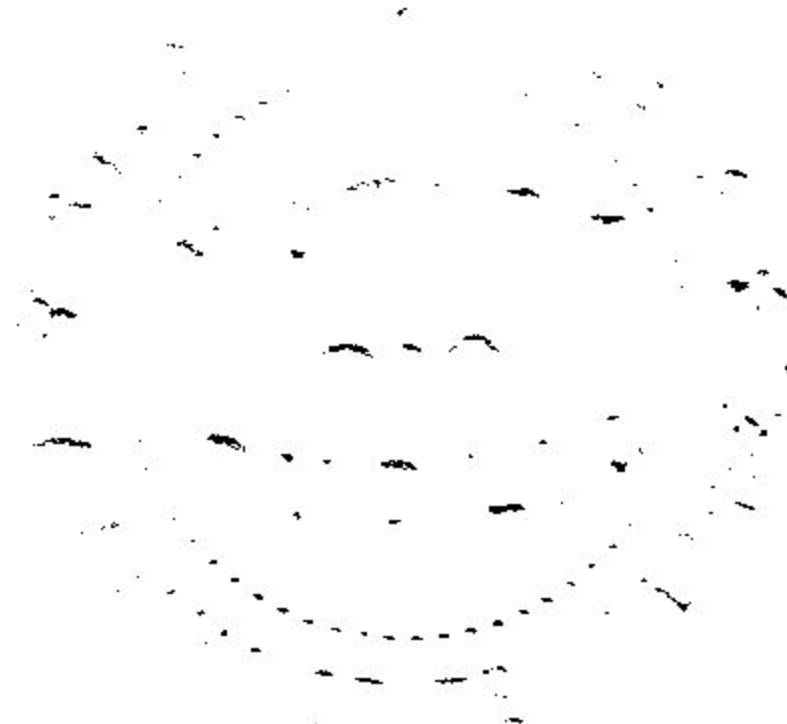

Secretary of the Waterford Place
Homeowners Association, Inc.

STATE OF ALABAMA §

COUNTY OF TUSCALOOSA §

I, the undersigned authority, in and for said County in said State, certify that Jacqueline Nuckols as Secretary of the Waterford Place Homeowners Association, Inc., whose name is signed to the foregoing First Amendment to the By-Laws of Waterford Place Homeowners Association, Inc., and who is known to me, acknowledged before me on this day that, being informed of the contents of same, he/she, with full authority and in such capacity, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 23rd day of May, 2016.




NOTARY PUBLIC

My Commission Expires April 2, 2018