

BYLAWS
OF
CREEKWOOD COURT PROPERTY OWNERS' ASSOCIATION, INC.

The following are the Bylaws of Creekwood Court Property Owners' Association, Inc., hereinafter referred to as the "Condominium Association," a corporation not for profit under the laws of the State of Alabama, formed for the purpose of managing and operating a certain condominium located in Marshall County, Alabama, known as Creekwood Court, A Condominium, hereinafter referred to as the "Condominium."

ARTICLE I

PRINCIPAL OFFICE

The principal office of the Association shall be at 15 Ridgewood Circle, Union Grove, Alabama, 35175, or at such other place as may be designated subsequently by the Board of Directors. All books and records of the Association shall be kept at its principal office.

ARTICLE II

DEFINITIONS

Declaration Defined

2.01. "Declaration" shall mean that certain Declaration of Condominium, Creekwood Court, A Condominium, filed in the Office of Judge of Probate, of the County of Marshall, on February 22, 1996 in Condominium Book 1, Page 196 and following, as the same may be amended from time to time in accordance with the terms thereof.
Other Terms Defined

2.02. 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.

ARTICLE III

MEMBERSHIP

Qualification

3.01. The sole qualification for membership shall be ownership of a Unit in the Condominium. Each Unit owner's respective membership in the Condominium Association shall be in accordance with his respective percentage of ownership in the Common Elements of the Condominium. No membership may be separated from the Unit to which it is appurtenant; provided, however, that the privileges of ownership may be exercised by a nominee of a Unit Owner designated in writing so long as (1) the nominee is a resident on the property to which the membership is appurtenant; (2) no charge is made for use of membership in excess of the amount of any assessments levied against the Unit Owner; and (3) any assignment of privileges is revocable at the will of the Unit Owner.

No Additional Qualifications

3.02. No initiation fees, costs, or dues shall be assessed against any person as a condition of the exercise of the rights of membership except such assessments, levies, and charges as are specifically authorized by the Declaration.

Succession

3.03. The membership of each Unit Owner shall automatically terminate on the conveyance, transfer, or other disposition of a Unit Owners interest in the Unit, except for mortgaging. The Unit Owners membership shall automatically be transferred to the new Unit Owner succeeding to such ownership interest. On the conveyance, transfer, or other disposition of a portion of a Unit Owners interest in a Unit, the transferring Unit Owner and the transferee shall each be members of the Condominium Association in accordance with the percentage of ownership interest in the Condominium Common Elements of each following such conveyance or transfer.

Certificates of Membership

3.04. The Board of Directors may provide for the issuance of certificates of membership evidencing membership in the Condominium Association, which shall be in such form as may be determined by the Board. All certificates evidencing membership shall be consecutively numbered. The name and address of each Member and the date of issuance of the certificate shall be entered on the records of the Condominium Association maintained by the Secretary.

ARTICLE IV

MEETINGS OF MEMBERS

Annual Meeting

4.01. The annual meeting of the Members shall be held on the second Tuesday of June of each calendar year at the time and place within the Cherokee Ridge Subdivision as determined by the Board. The purpose of the annual meeting shall be to elect Directors and to transact any other business authorized to be transacted by the Members or as stated in the notice of the meeting sent to the Members in advance thereof.

Special Meeting

4.02. Special meetings of the Members may be called at any time by a majority of the Board, or on receipt by the Board of a written request of members representing at least fifty percent (50%) of the total voting power of the Condominium Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

Notice of Meeting

4.03. Notice of all meetings of Members shall state the time and place of the meeting and the objects for which the meeting is called. Notices shall be prepared and delivered by or at the direction of the Secretary, and may be delivered either personally or by mail to a Member at the address given to the Board by said member, or to the Members Unit if no such address has been given to the Board. Notice of the annual meeting shall be mailed or delivered to each Member not less than ten (10) nor more than sixty (60) days prior to the meeting, and notice of a special meeting shall be mailed or delivered to each Member not less than ten (10) days prior to the meeting. A copy of the notice of any meeting of Members shall also be posted at a conspicuous place on the Condominium Property at least ten (10) days prior to the meeting.

Waiver of Notice

4.04. Any Member may waive the right to receive notice of annual meetings by sending a written waiver to the Board. Notice of specific meetings may be waived before or after the meeting, orally or in writing. Attendance by a Member at an annual or special meeting, either in person or by proxy, shall constitute waiver of notice of such meeting.

Quorum

4.05. A quorum at Members' meeting other than the annual meeting shall be attained by the presence, either in person or by proxy, of persons entitled to cast a majority of the votes of the entire membership. At a duly called annual meeting, those Members present, either in person or by proxy, shall constitute a quorum.

Adjournment for Lack of Quorum

4.06. In the absence of a quorum at any meeting of Members, a majority of those Members present in person or by proxy may adjourn the meeting to a time and date not less than fifteen days nor more than forty-five days from the meeting date, but no other business may be transacted. Notice of the adjourned meeting shall be given as in the case of an original meeting.

Action Without Meeting

4.07. Any action which may be taken at a 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.

Minutes of Meeting

4.08. The minutes of all meetings of Members shall be kept in a book available for inspection by Unit Owner's or their authorized representatives. The Condominium Association shall retain these minutes for a period of not less than fifteen years.

ARTICLE V

MEMBER'S VOTING RIGHTS

Number of Votes

5.01. In any Meeting of Members, each Member shall be entitled to one (1) vote for each Unit owned. If more than one person holds an interest in any Unit, all such persons shall be Members, but the Unit shall be entitled to only one (1) vote. The vote of a Unit shall not be divisible. The vote for a Unit with more than one owner shall be exercised as they among themselves determine, or in accordance with Paragraph 5.04, below.

Vote Required to Transact Business

5.02. When a quorum is present, the holders of a majority of the voting rights present, in person or by proxy, shall decide any question brought before the meeting, unless the question is one on which, by express provision of the Act or the Condominium Documents, a different number is required. The following matters shall be subject to the affirmative vote of not less than one hundred percent (100%) of the votes of the Members: (1) The merger or consolidation of the Condominium Association; (2) The sale, lease, mortgage, or other disposition of substantially all of the prop" of the Condominium Association; and (3) The purchase of land or Units on behalf of the Condominium Association.

Designation of Voting Member

5.03. If a Unit is owned by more than one person, the person entitled to cast the vote for the Unit may be designated by a certificate signed by all of the record owners of the Unit and filed with the Secretary of the Association. If a Unit is owned by a corporation, partnership, trust, or other legal entity, the person entitled to cast the vote for the Unit must be designated by a certificate of appointment signed by a duly authorized representative of the entity and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit involved. A certificate may be revoked by any owner of an interest in the Unit.

Failure to Designate a Voting Member

5.04. If a Unit is owned by more than one person and they do not designate a voting Member, the following provisions shall apply:

(1) If more than one such owner is present at any meeting, and they are unable to concur in a decision on any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.

(2) If only one such owner is present at a meeting, that person shall be entitled to cast the Vote pertaining to the Unit.

(3) If more than one such owner is present at the meeting, and they concur, any one such owner may cast the vote for the Unit.

Voting by Proxy

5.05. 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 Condominium Association before the appointed time of any meeting to which it applies. A Member may revoke a proxy at any time by delivering a written notice of revocation to the Condominium Association.

ARTICLE VI

BOARD OF DIRECTORS

Number

6.01. The affairs of this Condominium Association shall be managed by a Board of Directors, consisting of three (3) persons. Qualifications

6.02. Except for Directors appointed by the Developer, each Director shall be a Unit Owner. If a Unit Owner is a trust, then the beneficiary or the trustee of the trust may be a Director; and if a Unit Owner is a corporation or partnership, then an officer, partner, or employee of such Unit 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 deemed vacant.

Appointment by Developer

6.03. The initial Board of Directors, which was selected by the Developer, is set forth in the Articles of the Condominium Association. The Developer shall have the right to appoint and remove Directors until such right is voluntarily relinquished by a recorded amendment to the Declaration, or until such right expires as provided in this Paragraph. The Directors appointed by the Developer need not be Unit Owners. This right to appoint and remove Directors shall expire immediately on the occurrence of any of the following:

- (1) Not later than December 31, 2002.
- (2) The date on which four-fifths (4/5) of the Units have been conveyed to persons other than the Developer.
- (3) The expiration of seven years after the recording of the Declaration.

At the time fifty percent (50%) of the Units have been sold to persons other than the Developer, the Unit Owners other than the Developer shall have the right to elect one Director. At the time seventy-five percent (75%) of the Units have been sold to persons other than the Developer, Unit Owners other than the Developer shall have the right to elect a majority of the Directors. Elected Directors shall not be removed by the Developer.

Nomination for Election

6.04. 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 also be made 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.

Initial Election of Directors

6.05. Within sixty (60) days after the Unit Owners are entitled to elect one or more Directors, the Association shall call a meeting of the Members to elect the Director. The Condominium Association shall give not less than thirty (30) days nor more than forty-five (45) days' notice of the meeting to each Member. The meeting may be called and the notice may be given by any Unit Owner of the Condominium Association fails to do so. The election shall be conducted in the manner specified in Paragraph 6.06.

Election of Directors

6.06. Directors shall be elected at the annual meeting of Members. The election shall be by secret ballot (unless dispensed with by unanimous consent), and each Member shall be entitled to cast one 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.

Term

Each Director elected by the Members shall hold office until the next annual meeting of Members, and until his successor shall be elected and qualified, or until he resigns or is removed in any manner provided elsewhere herein. Each Director appointed by the Developer shall hold office until he resigns, is removed by the Developer, or his term expires as provided in Paragraph 6.03.

Vacancies

6.08. Any vacancy in the position of a Director elected by the Members of the Condominium 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 Developer shall be filled by the Developer.

Removal

6.09. Any Director may be removed for cause by a majority vote at a special meeting of the Members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the Members at the same meeting unless the removed Director was appointed by the Developer, in which event the Developer shall appoint a new Director to fill the vacancy.

Compensation

6.10. A Director shall not receive any compensation for any service he may render to the Condominium Association as a Director; provided, however, that any Director may be reimbursed for actual out-of-pocket expenses incurred by him in the performance of his duties upon Board approval of said reimbursement.

ARTICLE VII

MEETINGS AND DIRECTORS

Regular Meetings

7.01. Regular meetings of the Board of Directors shall be held at such place within the Cherokee Ridge Subdivision, time and date as the Board shall designate. Notice of the regular meetings shall be given to each Director, personally or by mail, telephone, facsimile, or telegraph, and shall be transmitted at least ten (10) days prior to the meeting.

Special Meetings

7.02. 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, facsimile, or telegraph, at least five (5) days prior to the meeting.

Open Meetings

7.03. All meetings of the Board of Directors shall be open to all Members of the Condominium Association, and notice of such meetings shall be posted conspicuously on the Condominium Property seventy-two (72) hours prior to the meeting, except in the event of an emergency.

Waiver of Notice

7.04. 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 that 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.

Quorum

7.05. A quorum shall consist of the 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.

Action Without Meeting

7.06. 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.

Minutes of Meetings

7.07. The minutes of all meetings of the Board of Directors shall be kept in a minute book available for inspection by Unit Owners, or their authorized representatives,' or by Directors at any reasonable times. The Condominium Association shall retain these minutes for a period of not less than fifteen (15) years.

ARTICLE VIII

POWERS AND DUTIES OF THE DIRECTORS

Specific Powers

8.01. The Board of Directors shall have the power to exercise all powers, duties, and authority vested in the Condominium Association by the Act, the Declaration, or these Bylaws, except for such powers and duties reserved thereby to the Members or the Developer. The powers and duties of the Board shall include, but shall not be limited to, the following:

(1) To elect and remove officers of the Condominium Association as hereinafter provided.

(2) To administer the affairs of the Condominium Association and the Condominium Property.

(3) To maintain bank accounts on behalf of the Condominium Association and to designate signatories required therefore.

(4) To sell, lease, mortgage, or otherwise deal with Units acquired by the Condominium Association.

(5) To pay the cost of all taxes and utilities assessed against the Condominium that are not assessed and billed to the owners of individual Units.

(6) To borrow money on behalf of the Condominium Association when required in connection with the operation, care, upkeep, and maintenance of the Condominium Common Elements; provided, however, that the consent of at least two-thirds (2/3) of the Members, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these Bylaws, shall be required for the borrowing of any sum in excess of \$10,000.00.

(7) To estimate the amount of the annual budget and to make and collect Assessments against Unit Owners to defray the costs, expenses, and losses of the Condominium.

- (8) To use the proceeds of Assessments in the exercise of its powers and duties.
- (9) To maintain, repair, replace, and operate the Condominium Property.
- (10) To purchase insurance on the Property, and insurance for the protection of the Condominium Association and its Members, and the members of the Board of Directors and Officers of the Condominium Association.
- (11) To reconstruct improvements after casualty and to further improve the Property.
- (12) To make and amend reasonable Rules and Regulations respecting the use of the Property and the operation of the Condominium.
- (13) To enforce by legal means the provisions of the Act, the Declaration, the Articles of Incorporation, these Bylaws, and the Rules and Regulations for the use of the Property.
- (14) To contract for the management of the Property and to delegate to such managing agent all powers and duties of the Condominium Association except such as are specifically required by the Declaration to have approval of the Board of Directors or the membership of the Condominium Association.
- (15) To contract for the management or operation of portions of the Common Elements of the Condominium susceptible to separate management or operation, and to lease such portions.
- (16) To retain attorneys and accountants.
- (17) To employ personnel to perform the services required for proper operation of the Condominium.
- (18) To purchase a Unit of the Condominium for the purposes authorized in the Declaration.

Committees

8.02. The Board of Directors may designate one or more committees that shall have the powers of the Board of Directors for the management of the affairs and business of the Condominium Association to the extent provided in the resolution designating such a committee. Any such committee shall consist of at least three (3) Members, at least one (1) of whom shall be a Director. Any such committee shall keep regular minutes of its proceedings and shall report the same to the Board of Directors.

Managing Agent

8.03. 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 Condominium Association, or an independent person or firm qualified to manage the Property and Affairs of the Condominium 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.

ARTICLE IX

OFFICERS

Election

9.01. The executive officers of the Condominium Association shall be a President, a Vice-President, a Secretary, and a Treasurer. the officers shall be elected annually by the Board of Directors at its first meeting following the annual meeting of the Members of the Condominium Association. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Term

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

Special Appointments

9.03. The Board may appoint such other Officers as the affairs of the Condominium Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Resignation and Removal

9.04. 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 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.

Vacancies

9.05. 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.

Compensation

9.06. 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.

Duties of the President

9.07. The President, who shall be a Director, is the chief executive officer of the Condominium Association, and shall have all of the powers and duties that are usually vested in the office of president of a condominium association, including but not limited to the following powers:

- (1) To preside over all meetings of the Members and of the Board.
- (2) To sign as President all deeds, contracts, and other instruments that have been duly approved by the Board.
- (3) To call meetings of the Board whenever he deems it necessary in accordance with the rules.
- (4) To have the general supervision, direction, and control of the affairs of the Association.

Duties of the Vice-President

9.08. The Vice-President, who shall be a Director, shall have all of the powers and duties that are usually vested in the office of vice-president of a condominium association, including but not limited to the following powers:

- (1) To perform the duties and exercise the powers of the President, in the absence or disability of the President.
- (2) To assist the President in the exercise of his powers and the performance of his duties.

Duties of the Secretary

9.09. The Secretary, who shall be a Director, shall have all the powers and duties that are usually vested in the secretary of a condominium association, including but not limited to the following powers:

- (1) To keep a record of all meetings and proceedings of the Board and of the Members.
- (2) To keep the seal of the Association, if any, and affix it on all papers requiring said seal.
- (3) To prepare and serve such notices of meetings by the Board and the Members required either by law or by these Bylaws.
- (4) To keep current records showing the Members of the Condominium Association together with their addresses.
- (5) To sign as Secretary all deeds, contracts, and other instruments which have been duly approved by the Board, if said instruments require a second Condominium Association signature.

Duties of the Treasurer

9.10. The Treasurer shall be the financial officer of the Condominium Association, and shall have all powers and duties that are usually vested in the treasurer of a condominium association, including but not limited to the following powers:

- (1) To receive and deposit in such bank or banks as the Board may from time to time direct, all of the funds of the Condominium Association.
- (2) To be responsible for and supervise the maintenance of books and records to account for such funds and other Condominium Association assets.
- (3) To disburse and withdraw said funds as the Board may from time to time direct, and in accordance with prescribed procedures.
- (4) To prepare and distribute the financial statements for the Condominium Association.

ARTICLE X

FISCAL MANAGEMENT

Fiscal Year

10.01. The fiscal year of the Condominium Association shall be from January 1 of each year to December 31 of the same year.

Annual Budget

10.02. The annual budget of the Condominium Association shall be detailed and shall show the amounts budgeted by accounts and expense classifications. Expenses shall be estimated for each of the following categories: administration, expenses, management fees, maintenance, rent for recreational facilities, taxes, insurance salaries, legal and accounting fees, repairs and replacement, and utilities. The budget shall also include reserve accounts for capital expenditures and deferred maintenance, including but not limited to roof replacement, building painting, and pavement resurfacing. The amount reserved shall be computed by means of a formula that is based on the estimated life and estimated replacement cost of each reserve item. The budget shall also set forth each Unit Owner's proposed Assessment for Common Expenses.

Adoption of the Annual Budget

10.03. The Board of Directors shall prepare or cause to be prepared a proposed annual budget for each fiscal year of the Condominium Association. Each Unit Owner shall receive a copy of the proposed annual budget at least ten (10) days prior to the meeting of the Board at which the budget will be considered, and the meeting shall be open to all Unit Owners. The final annual budget shall be adopted by the Board at a duly noticed meeting, and the Board shall furnish copies of the final annual budget to each Unit Owner within ten (10) days after the adoption.

Assessments

10.04. On or before the first day of each month of the fiscal year for which the Assessments are made, each Unit Owner shall pay one-twelfth (1/12) of his share of the Common Expenses for such year as shown by the annual budget. The Assessments of the Common Expenses shall be as set forth in the Declaration, but the yearly assessment for each Unit Owner shall be in proportion to his respective ownership interests in the Condominium Common Elements. The Board of Directors may cause to be sent to each Unit 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 Unit 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 Unit Owner shall continue to pay the amount of his monthly Assessment as last determined. No Unit Owner shall be relieved of his obligation to pay his Assessment by abandonment of his Unit or lack of use of the Condominium Common Elements.

Acceleration of Assessment Installments

10.05. If a Unit Owner shall be in default in the payment of any installment of an annual Assessment for more than thirty (30) days, the Board may accelerate all remaining

monthly installments due for the balance of the term covered by the annual budget, and the same shall thereupon become immediately due and payable.

Supplemental Assessments

10.06. If during the course of any fiscal year, it shall appear to the Board that the monthly Assessments, as determined in the annual budget, are insufficient or inadequate to cover the estimated Common Expenses for the remainder of such year, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency. Copies of the supplemental budget shall be delivered to each Unit Owner, and thereupon a supplemental Assessment shall be made to each Unit Owner for his proportionate share of the supplemental budget.

Annual Statement

10.07. Within ninety (90) days after the end of each fiscal year, the Board shall cause to be furnished to each Unit Owner, a statement for the year so ended showing the receipts and expenditures of the Condominium Association, and such other information as the Board may deem desirable.

Accounting Records

10.08. 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 Unit 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 Unit Owners at reasonable times.

ARTICLE XI

AMENDMENTS TO THE BYLAWS

Notice

11.01. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

Adoption

11.02. The Board of Directors shall have the power to after, amend, or repeal any of these Bylaws or to adopt new Bylaws by the affirmative vote of a majority of all of the Directors; provided, however, that any bylaw adopted by the Board may be altered, amended, or repealed, and new bylaws may be adopted by the affirmative vote of at least

seventy-five percent (75%) of the total number of votes of all of the Members. The Members may prescribe in any bylaw adopted by them that such bylaw shall not be altered, amended, or repealed by the Board.

Prohibited Amendments

11.03. No amendment may be adopted that would eliminate, modify, prejudice, abridge, or otherwise adversely affect any rights, benefits, privileges, or priorities granted to the Declarant or any Institutional Mortgagee without the consent of the Declarant or the Institutional Mortgagee, as the case may be. No amendment that is in conflict with the Articles or the Declaration shall be adopted.

Recording

11.04. Any amendment shall become effective upon the earlier of said amendment being adopted, or if required, being recorded in the Office of the Judge of Probate of Marshall County, Alabama, in accordance with these Bylaws and the Act.

ARTICLE XII

RULES AND REGULATIONS

The Board of Directors may from time to time adopt, modify, amend, or add to rules and regulations concerning the use of the Condominium Property; provided, however, that a majority of the Members may overrule the Board with respect to any such rules and regulations or modifications thereof or any amendments or additions thereto. Copies of such rules and regulations, or any amendments, additions, or modifications, shall be delivered to each Unit Owner not less than ten (10) days prior to the effective date thereof. No rule or regulation that is in conflict with the Condominium Documents shall be adopted.

ARTICLE XIII

MISCELLANEOUS

Construction

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

Captions

13.02. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these Bylaws or the intent of any provisions hereof.

Conflicts

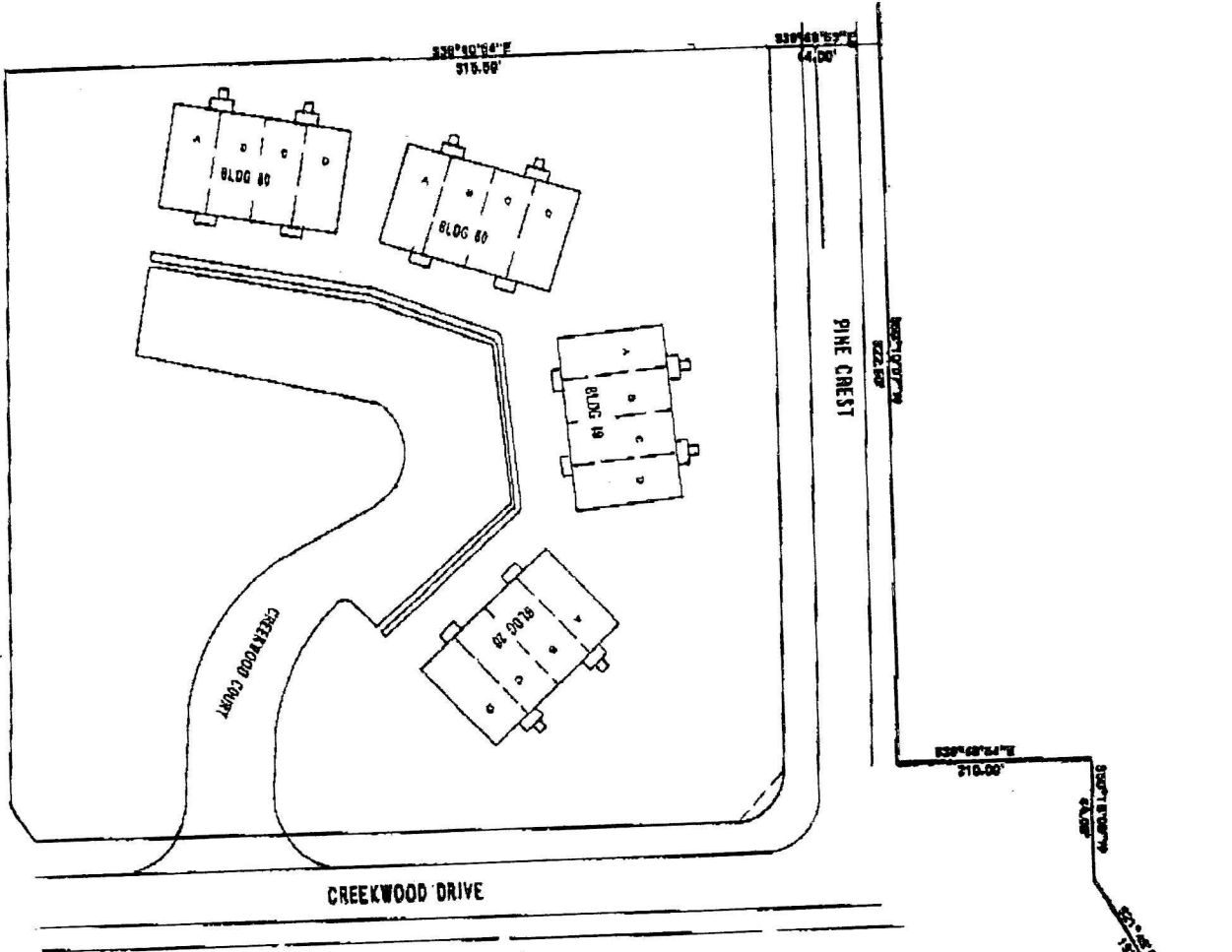
13.03. In the event of any conflict between the provisions of these Bylaws and the Declaration, the Declaration shall govern. The foregoing were adopted as the Bylaws of the Creekwood Court Property Owners' Association, Inc., by unanimous consent of the Board of Directors in lieu of a special meeting on the 22nd day of February, 1996.

CREEKWOOD COURT PROPERTY OWNERS'
ASSOCIATION, INC.

By: Rodney Hyatt
Its Secretary

CREEKWOOD COURT
A CONDOMINIUM

AT CHEROKEE RIDGE



PURPORTED NORTHEAST CORNER
NORTHWEST QUARTER OF THE SOUTHWEST QUARTER
SECTION 17 TOWNSHIP 7 SOUTH, RANGE 1 EAST
HUNTSVILLE MERIDIAN
MARSHALL COUNTY, ALABAMA

CHEROKEE RIDGE DRIVE

EXHIBIT 1