

ARTICLES OF INCORPORATION
OF
STERLING GATE HOMEOWNERS ASSOCIATION, INC.

We, the undersigned natural persons acting as incorporators of a corporation under the Alabama Non-Profit Corporation Act (Section 10-3-1, Code of Alabama, 1975) adopt the following Articles of Incorporation of such corporation:

ARTICLE I

NAME

The name of the corporation shall be Sterling Gate Homeowners Association, Inc., a non-profit corporation (the "Association").

ARTICLE II

PERIOD OF DURATION

The period of its duration is perpetual, unless and until hereafter lawfully dissolved.

ARTICLE III

PURPOSE AND POWERS

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for the maintenance, preservation and architectural control of the Improvements and Single Family Residences and the Common Elements and facilities within that certain subdivision known as Sterling Gate (all sectors) (the "Subdivision"), and to promote the health, safety and welfare of the users of said Subdivision, and for these purposes, the Association shall have the following powers:

1. The Association shall have all of the powers now conferred or which may be hereafter conferred on a non-profit corporation under the laws of the State of Alabama which are not in conflict with the terms of these Articles.

2. The Association shall have all of the powers and duties set forth in the Declaration of Protective Covenants for all sectors of Sterling Gate Subdivision (the "Subdivision") as they may be amended from time to time, and the By-Laws, including but not limited to the following:

(a) To designate those expenses which shall constitute the Common Expenses of the Subdivision.

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(b) To estimate the amount of the annual budget and to make and collect assessments against Lot Owners in the Subdivision to defray the costs, expenses and losses of the Association.

(c) To use the proceeds of assessments in the exercise of its power and duties.

(d) To maintain, repair, replace, improve, sanitize and operate the Subdivision Property (to include all Common Property dedicated to subdivision residents, real and personal property owned by the Association, and Subdivision improvements located on right-of-ways.).

(e) To purchase insurance upon the Subdivision Property and insurance for the protection of the Association and its members, including fidelity bond coverage for all persons having access to the funds of the Association.

(f) To make and amend reasonable Rules and Regulations respecting the use of the Subdivision Property.

(g) To reconstruct improvements after casualty and to further improve the Subdivision Property.

(h) To enforce by legal means the provisions of these Articles, the Bylaws of the Association, the Rules and Regulations for the use of the Subdivision Property, and the Declaration of Protective Covenants.

(i) To contract for the management or operation of portions of the Subdivision Property susceptible to separate management or operation.

(j) To retain legal counsel.

(k) To employ personnel to perform the services required for proper operation of the Subdivision Property.

(l) To provide for the health, safety and welfare of Subdivision Lot Owners and their families.

(m) To make such distributions of any profit, surplus or reserve funds of the Association to the members of the Association at such times and in such manner and to do such other acts, as may be required to comply with the provision of Section 501(c)(4) of the Federal Internal Revenue Code, as amended and applicable Revenue Rulings, and other Federal and State statutes providing for an exemption from Federal and State income taxes for non-profit organizations.

3. All funds and the titles of all properties acquired by the Association and the proceeds thereof shall be paid in trust for the members of the Association in accordance with the provisions of the Protective Covenants, these Articles and the By-Laws.

ARTICLE IV

MEMBERSHIP

This Association shall issue no shares of stock of any kind or nature whatsoever. Each person or entity who is the sole record owner of a fee or undivided fee interest in any Lot in Sterling Gate Subdivision shall be a member of the Association. There shall be one voting member of the Association for each Lot of the Subdivision. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to the assessment by the Association. The members shall enjoy such qualifications, rights and voting rights as may be fixed in the Declaration of Protective Covenants (all sectors), and in the By-Laws of the Association.

ARTICLE V

REGISTERED AGENT

The address of the initial registered office of the Association is Farris Management Co., Inc., 561 First Street North, Alabaster, Alabama 35007, and the name of its initial registered agent at such address is Mary F. Roensch.

ARTICLE VI

BOARD OF DIRECTORS

The number of Directors constituting the initial Board of Directors of the Association is one (1), and the name and address of the person who is to serve as the initial Director is:

✓ Mary F. Roensch
Farris Management Co., Inc.
561 First Street North
Alabaster, Alabama 35007

ARTICLE VII

INCORPORATORS

The name and address of each initial incorporator of this Association is as follows:

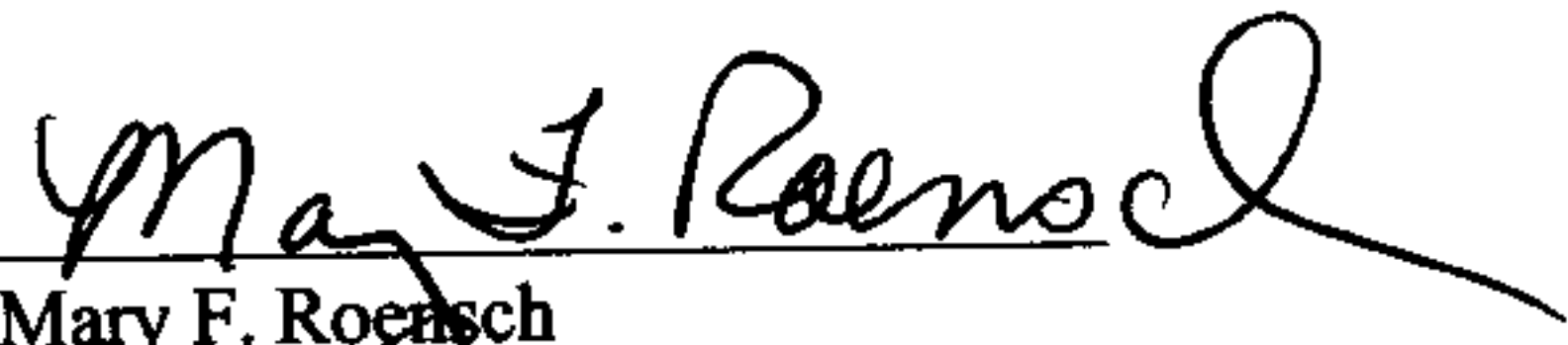
• Mary F. Roensch
Farris Management Co., Inc.
561 First Street North
Alabaster, Alabama 35007

ARTICLE VIII

DISSOLUTION

This Association is not organized for pecuniary profit and no part of its net earnings shall inure to the benefit of any member, Director or individual. Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provisions for the payment of all the liabilities of the Corporation, dispose of all the assets of the Corporation exclusively for charitable or educational purposes as shall at the time qualify as an exempt organization(s) under Section 501(c)(3) of the Internal Revenue Code of 1986, or any other corresponding provision of any future United States Internal Revenue Law, as the Board of Directors shall determine.

IN WITNESS WHEREOF, the sole incorporator hereunder has set her hand and seal, this 11th day of April, 1995, in Shelby County, Alabama.


Mary F. Roensch

STATE OF ALABAMA)
SHELBY COUNTY)

Before me, the undersigned, a Notary Public in and for said County in said State, personally appeared Mary F. Roensch, being known to me and who, being by me first duly sworn, deposes and says that she is the initial incorporator of Sterling Gate Homeowners Association, Inc., and that the facts contained in the above and foregoing Articles of Incorporation are true and correct.

GIVEN under my hand and seal on this 11 day of April, 1995.


NOTARY PUBLIC

My Commission Expires October 22, 1995
My Commission Expires: _____

BY-LAWS
OF
STERLING GATE HOMEOWNERS ASSOCIATION, INC.

These By-Laws of Sterling Gate Homeowners Association, Inc. are promulgated for the purpose of governing Sterling Gate Homeowners Association, Inc., a not-for-profit corporation (the "Association") organized under provisions of the Alabama Non-Profit Corporation Act, Code of Alabama, 1975, Section 10-31-1, et seq., as amended, as an association of members of Sterling Gate Subdivision (the "Subdivision").

The provisions of these Bylaws are applicable to the Property of the Subdivision and to the use, improvement, maintenance, and enjoyment thereof. The term "Property" or "Subdivision Property" as used herein shall include all Common Property dedicated to subdivision residents, real and personal property owned by the Association, Subdivision improvements located on right-of-ways, and all improvements and structures now existing or hereafter placed thereon, all easements, rights or appurtenances thereto, and all personal property now or hereafter provided by Developer and intended for use in connection therewith.

All present and future owners, mortgagees, lessees and occupants of the Lots in the Subdivision and their employees, and any other persons who may use the facilities of the Property in any manner are subject to these Bylaws, the Declaration of Protective Covenants, the Rules and Regulations and all agreements, restrictions and easements of record ("title conditions"). The acceptance of a deed or the occupancy of a Single Family Residence on a Lot shall constitute an agreement that these Bylaws and the title conditions, as they may be hereafter amended, are accepted and ratified, and will be complied with.

The address of the office of the Association shall be Farris Management Co., Inc., 561 First Street North, Alabaster, Alabama 35007.

The fiscal year of the Association shall end on the last day of December of each year, unless otherwise determined by the Board of Directors.

ARTICLE I
MEMBERSHIP AND MEMBERSHIP MEETINGS

1. **Qualifications.** There shall be one voting member of the Association for each Lot within the Subdivision.

2. **Change of Membership.** Change of membership in the Association shall be established by the recording in the public records of Shelby County, Alabama, of a deed or other instrument establishing a record title to a Lot in the Subdivision, and the delivery to the

Association of a certified copy of such instrument, the owner designated by such instrument thereby becoming a member of the Association. The membership of the prior Owner shall be thereby terminated. If a Lot is owned by more than one (1) person, the voting member for the Lot shall be designated by a certificate signed by all of the record owners of the Lot and filed with the Association.

3. **Voting Rights.** Voting shall be on a Lot by Lot basis, with each Lot of the Subdivision entitled to one vote. The vote for a Lot shall be cast by the owner thereof, or by his proxy designated in the manner hereinafter provided for.

4. **Annual Meetings.** Annual meetings of members shall be held at a place to be determined on the second Sunday in December of each year, at 2:00 PM. The annual meeting shall be held for the purposes of electing directors, adopting the annual budget, and of transacting any other business authorized to be transacted by the members.

5. **Special Meetings.** Special meetings of the members may be called by the Board of Directors, the president or by a member of the Association, for the purpose of considering and acting upon any matters of interest to the Association and its membership, and taking any other action not inconsistent with these By-Laws and the Articles of Incorporation, including the adoption of resolutions declaring the desirability of any further action recommended by the membership.

6. **Notice of Meetings.** Notice of all members' meetings stating the date, time, place and object for which the meeting is called shall be mailed to each member not less than ten (10) nor more than thirty (30) days prior to the date of such meeting. Such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears on the records of the Association, postage prepaid. Notice of meetings may be waived wither before or after meetings.

7. **Voting in Person or by Proxy.** A member may vote in person or by proxy executed in writing by the member or his duly authorized attorney-in-fact. No proxy shall be valid except for the particular meeting designated therein, and no proxy shall be honored unless filed with the secretary of the Association before the appointed time of the meeting.

8. **Quorum.** At a meeting of members, a quorum shall consist of persons entitled to cast twenty-five percent (25%) of the votes of the entire membership. If a meeting is called with due notice as prescribed above and no quorum of twenty-five percent (25%) is obtained, then a second meeting for the same purpose may be called with due notice and a quorum of ten percent (10%) of the entire membership shall become lawful for said second meeting.

9. **Vote 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 law, the Articles of Incorporation, the Declaration of Protective Covenants, or the By-Laws, a different number is required, in which case the express provision shall govern and control the decision in question.

10. **Consents.** Any action which may be taken by a vote of the members may also be taken by written consent to such action signed by the members required to take such action if such members were present and voting.

11. **Adjourned Meetings.** If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

12. **Order of Business.** The order of business at annual members' meetings and, as far as practical, at all other members' meetings shall be according to the latest edition of Robert's Rules of Order.

13. **Control Period.** No meeting of the membership of the Association shall be lawful until termination of the Control Period as provided for in the Protective Covenants. The Developer's Control Period ("Control Period") is defined as that time that the Developer has not sold all of the Lots in the Subdivision (all sectors) and still retains control and responsibility for maintenance of the Subdivision Property. The Developer may elect to terminate the Control Period at any time or may elect to terminate the Control Period by Sector. During the Developer Control Period, all Subdivision Annual Assessments (for the sectors where control has not been turned over to the Association) must be made to the Developer to defray the cost of maintenance of the Subdivision Property. The Developer is not responsible for an accounting for these funds, since they are not anticipated to cover the total cost of maintenance of the Subdivision Property.

ARTICLE II

BOARD OF DIRECTORS

1. **Directors.** The Board of Directors of the Association shall consist of at least one (1) and up to five (5) directors, as shall, from time to time, be determined and fixed by the vote of a majority of the voting rights present at any annual meeting of the members. Any responsible person shall be eligible to be a director. Each director shall hold office for the term of one (1) year or until his successor shall have been elected and qualified.

2. **Election.** At each annual meeting of the members of the Association, one director shall be elected to replace each director whose term as expired. Each member of the Association shall have one vote for each director to be elected.

3. **Removal.** Any director may be removed for cause by the vote of the holders of a majority of the voting rights present in person or represented by written proxy at any annual or special meeting of the members of the Association at which a quorum is present.

4. **Vacancies.** Any vacancy occurring in the Board of Directors, including vacancies occurring from the removal of a director, may be filled by majority vote of remaining members of the Board of Directors at any annual or special meeting.

5. **Annual Meeting.** The Annual meeting of the Board of Directors shall be held on the third Sunday in November of each year at the office of the Association. Notice of the place and hour of each such meeting shall be given to each director at least five (5) days prior to each such meeting. Such notice may be given either in writing or by telephone.

6. **Special Meetings.** Special meetings of the Board of Directors for any purpose may be called by the president or upon the written request of any two (2) directors, upon at least five (5) days' notice to each director and shall be held at such place or places as may be determined by the directors, or as shall be stated in the call of meeting. Such notice may be given either in writing or by telephone.

7. **Waiver of Notice.** Any director may waive notice of a meeting either before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

8. **Quorum.** 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 Board of Directors approved by a majority of the vote 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 director for the purpose of determining a quorum.

9. **Powers and Duties.** The Board of Directors shall have the following powers and duties:

- (a) To elect the officers of the Association as hereinafter provided;
- (b) To administer the affairs of the Association and the Property of the Subdivision;
- (c) To estimate the amount of the annual budget and to make and collect assessments, including annual, special and supplemental assessments as set forth in the Covenants against Lot Owners to defray the costs, expenses and losses of the Association;
- (d) To use the proceeds of Assessments in the exercise of its powers and duties;
- (e) To maintain, repair, replace, improve and operate Association Property;
- (f) To purchase insurance upon the Property and insurance, including fidelity bond coverage, for the protection of the Association and its members;
- (g) To reconstruct improvements after casualty and to further improve the Property;
- (h) To make and amend reasonable rules and regulations respecting the use of the Property.
- (i) To enforce by legal means, including the imposition of fines, the provisions of the Protective Covenants, the Articles of Incorporation, these By-Laws and the Rules and

Regulations for the use of Property; The Board shall specifically have the right and power to restrict and/or deny a Lot Owner and/or his invitees with respect to the use of the Common Areas to prevent continued abuse of such provisions. In the event of repeated, flagrant violations of such provisions the Board of Directors shall have the right to seek an injunction against such violations in the Circuit Court of Shelby County, Alabama. If such Court does grant such an injunction, the Board of Directors shall be entitled to recover its reasonable costs (including attorneys fees) in enforcing such provisions;

(j) To contract for the management of the Property of the Association and to delegate to such managing agent all powers and duties of the Association except such as are specifically required by the Bylaws to have approval of the Board of Directors or the membership of the Association;

(k) To contract for the management or operation of portions of the Property susceptible to separate management or operation;

(l) To retain legal counsel;

(m) To employ personnel to perform the services required for proper operation of the Property of the Association;

(n) Unless otherwise provided herein or in the Declaration of Protective Covenants, to comply with the instructions of a majority of the members, as expressed in the resolution duly adopted at any annual or special meeting of the members;

(o) To give notice to first mortgagees of certain events or occurrences as set forth in the By-Laws;

(p) To exercise all other powers and duties of the Board of Directors of a corporation organized under the Alabama Non-Profit Corporation Act, and all powers and duties of the Board of Directors referred to in the Declaration of Protective Covenants, or these By-Laws, and any other power and duties consistent with the Alabama law.

10. **Compensation.** No director shall be compensated for his services as such.

11. **Insurance.** The Board of Directors shall obtain insurance for the Property which shall include the following: (1) broad form comprehensive coverage insuring the Subdivision Property and the interests of the Lot Owners and their mortgagees, as their interests may appear, in the amount determined by the Board of Directors, in accordance with the requirements set forth in these By-Laws, each of which policies shall contain standard mortgagee clauses in favor of each mortgagee of a Lot; (2) public liability insurance in such amounts and with such coverage as the Board of Directors may determine; and (3) such other insurance, including fidelity bond coverage, as the Board of Directors may determine. Such insurance shall be written on the Property in the name of the Association as Trustee for the Lot owners. The premiums shall be Common Expenses.

All insurance on the Subdivision Property shall provide for the following insofar as applicable:

(a) That the Property insured shall mean all of the Subdivision Property and shall not include any Single Family Residence or Improvements, situated within the Boundaries of a Lot, unless said Lot is owned by the Association;

(b) That the insurer waives its rights of subrogation of any claims against any directors, officers, the managing agent, the individual owners and their respective household members;

(c) That the insurance policies on the Subdivision Property cannot be canceled, invalidated or suspended on account of the conduct of any director, officer or employee of the Association or the managing agent without a prior written demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured;

(d) That any "no other insurance" clause contained in any policy shall expressly exclude individual Lot owner's policies from its operation;

(e) That any policy may not be canceled or substantially modified without at least sixty (60) days prior notice in writing to the Board of Directors.

At the time of issuance of each policy of insurance, the agent providing same shall furnish the Association a certification that such policy complies with the above provisions.

12. **Liability of the Board of Directors.** The members of the Board of Directors shall not be liable to the Lot Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Lot Owners shall indemnify and hold harmless each of the members of the Board of Directors on behalf of the Subdivision unless any such contract shall have been made in bad faith or contrary to the provisions of the Protective Covenants or these By-Laws. It is understood and permissible for the Board of Directors, whether employed by the Developer or not, to contract with the Developer without fear of being charged with self-dealing. It is also intended that the Liability of an Lot Owner arising out of any contract made by the Board of Directors or out of the aforesaid indemnity in favor of the members of the Board of Directors shall be limited to such proportion of the total liability thereunder as his interest in the Subdivision Property bears to the interest of all the Lot Owners in the Property.

ARTICLE III **OFFICERS**

1. **Election.** At each annual meeting, the Board of Directors shall elect the following officers of the Association:

(a) A president, who shall be a director and who shall preside over the meetings of the Board of Directors and of the members, and who shall be the chief executive officer of the Association;

(b) A vice-president, who shall, in the absence or disability of the president, perform the duties and exercise the powers of the president;

(c) A secretary, who shall keep the minutes of all meetings of the Board of Directors and of the members, and the minute book wherein resolutions enacted at such meetings shall be recorded, and who shall, in general, perform all the duties incident to the office of secretary;

(d) A treasurer, who shall keep the financial records and books of the account;

(e) Such additional officers as the Board of Directors shall see fit to elect;

(f) consolidation of different officers is permitted. An officer does not have to be a member of the Association.

2. **Powers.** The respective officers shall have the general powers usually vested in such officer of a not-for-profit corporation; provided that the Board of Directors may delegate any specific powers to any other officer to impose such limitations or restrictions upon the powers of any officer as the Board of Directors may see fit.

3. **Term.** Each officer shall hold office for the term of one (1) year and until his successor shall have been elected and qualified.

4. **Vacancies.** Vacancies in any office shall be filled by the Board of Directors at special meetings thereof. Any officer may be removed at any time by a majority vote of the Board of Directors at a special meeting thereof.

5. **Compensation.** The compensation of all officers shall be fixed by the Board of Directors. This provision shall not preclude the Board of Directors from employing a director as an employee of the Association nor preclude the contracting with a director for the management of the Association. The officers shall receive no compensation for their services unless otherwise expressly provided in a resolution duly adopted by the Board of Directors.

ARTICLE IV **RESPONSIBILITY FOR MAINTENANCE AND REPAIR**

1. **Accounting Records.** The Board of directors shall provide for the maintenance of accounting records for the Association, such records to be maintained in accordance with generally accepted accounting principles.

2. **Budget.** During the month of October each year, the Board of Directors shall cause to be prepared an estimated annual budget for the following fiscal year of the Association. Such budget shall take into account the estimated Common Expenses, and each requirement for the year, including salaries, ages, payroll taxes, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, ad valorem taxes, insurance, fuel, power, and their expenses. The Common Expenses shall be those expense designated by the Board of Directors pursuant to these By-laws and the Protective Covenants. The annual budget shall provide for an adequate

reserve fund for maintenance, repairs, replacement of those Common Properties that must be replaced on a periodic basis. The annual budget shall provide for amounts required to make up for the contingencies for the year, and a reserve for replacements in reasonable amounts as determined by the Board of Directors. To the extent that the assessments and other cash income collected from the Lot Owners during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account.

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 Lot Owner not later than ten days before the annual meeting. The adoption of the annual budget shall be subject to a vote of the members. The annual assessment shall be due and payable in advance on July 1 of each year by each Lot Owner. The initial annual assessment will be Twenty Five and no/100 Dollars (\$25.00) per year and may be increased by a vote of two-thirds of the membership of the Association or by a vote of two-thirds of those present at a meeting called for the purpose of determining the assessment. If the Board of Directors shall not approve an estimated annual budget or shall fail to determine new assessments for any year, or shall be delayed in doing so, each Lot Owner shall continue to pay annually the amount of his assessment on or before the first day of July to the manager or managing agent or as may be otherwise directed by the Board. No Lot Owner (other than the Developer) shall be relieved of his obligation to pay his assessments by abandoning or not using his Lot or the Subdivision Property.

4. **Proration of Assessments.** Commencing with the date of closing of his Lot by each Owner, he shall pay his assessment for the current year, which assessment shall be in proportion to the number of months and days remaining of the current period.

5. **Annual Statements.** Within forty-five (45) days after the end of each year covered by an annual budget or as soon thereafter as shall be practicable, the Board of Directors shall cause to be furnished to each Lot Owner a statement for such year so ended, showing the receipts and expenditures and such other information as the Board may deem desirable.

6. **Accounts.** The Board of Directors shall cause to be kept a separate account record of each Lot Owner showing the assessments charged to and paid by such Lot Owner, and the status of his account from time to time.

Upon ten (10) days' notice to the Board of Directors any Lot Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from each Lot Owner. A Lot Owner shall make no more than one request per month.

7. **Supplemental Budget and Assessments.** If during the course of any year, it shall appear to the Board of Directors that the current assessments, determined in accordance with the estimated annual budget for such year, 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 for the remainder of such year, copies of which supplemental budget shall be furnished to each Lot Owner, and thereupon a supplemental assessment shall be made to each Lot Owner for his proportionate share of such supplemental budget.

8. **Payment of Assessments.** It shall be the duty of every Lot Owner to pay his proportionate share of the Common Expenses assessed in the manner herein provided. If any Lot Owner shall fail or refuse to make any such payments when due, the Association and the Board of Directors shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Protective Covenants, or these By-Laws, or otherwise available at law or in equity, for the collection of all unpaid assessments. Until the Developer has sold all of the lots in the Subdivision (all sectors) or until Developer elects to turn control over to the Association, assessments shall be made payable to Greenbriar, Ltd. , P. O. Box 247, Alabaster, Alabama 35007. After control and responsibility for Subdivision Property has been assumed by the Association, all payments of the assessment shall be made to the Association. Developer may elect to turn control over to the Association in stages or sectors.

9. **Records.** The Board of Directors shall cause to be kept detailed an accurate record in chronological order of the receipts and expenditures affecting the Common Property, specifying and itemizing the expenses incurred, and such records and the vouchers authorizing the payments of such expenses shall be available for examination by the Lot Owners. Such payment vouchers may be approved in such manner as the Board of Directors may determine.

10. **Liens.** Any non-payment of an assessment or fine to the Developer or to the Association will be considered grounds for a lien on the Lot involved.

ARTICLE V MISCELLANEOUS

1. **Seal.** The seal of the Association shall be circular in form and shall contain the name of the Association and the year of its creation. Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

2. **Bank Accounts.** The Board of Directors may, from time to time, by resolution authorize the maintenance of one or more deposit accounts by the Association. All checks, drafts or other orders for the payment of money issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association, and in such manner as shall be determined from time to time by resolution of the Board of Directors.

3. **Notice.** Whenever any notice or demand is required to be given by these By-Laws or the Protective Covenants (all sectors), any notice or demands so required shall be deemed sufficient if given by depositing the same in the United States mail, postage prepaid, addressed to the person entitled thereto at his last known post office address according to the records of the Association, and such notice shall be deemed given on the day of such mailing.

4. **Waiver of Notice.** Whenever any notice is required to be given under the provisions of any law, or under the provisions of the Articles of Incorporation, these By-Laws or the Protective Covenants, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether signed before or after the time state therein, shall be deemed equivalent thereto.

5. **Conflict.** In the event of any conflict between the provisions of these By-Laws and the Protective Covenants, the By-Laws shall govern.

ARTICLE VI **AMENDMENTS**

These By-Laws may be amended or modified from time to time by the majority vote of the members at a meeting called for such purpose, or by unanimous written consent of all of the members, and shall be recorded in the Probate Court of Shelby County, Alabama.

State of Alabama

SHELBY

County

CERTIFICATE OF INCORPORATION

OF

STERLING GATE HOMEOWNERS ASSOCIATION, INC.

The undersigned, as Judge of Probate of SHELBY County, State of Alabama, hereby certifies that duplicate originals of Articles of INCORPROATION of STERLING GATE HOMEOWNERS 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 STERLING GATE HOMEOWNERS ASSOCIATION, INC., and attaches hereto a duplicate original of the Articles of NON-PROFIT.

GIVEN Under My Hand and Official Seal on this the 12 day of

APRIL, 19 95.

Patricia Joyce Schmuck

Judge of Probate

Inst # 1995-09507

04/12/1995-09507
01:35 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE