

ARTICLES OF INCORPORATION

OF

CALUMET MEADOW HOMEOWNERS' ASSOCIATION, INC.
(a corporation not for profit)

TO THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA:

This is to certify that, for the purpose of forming a corporation pursuant to the provisions of the "Alabama Non-Profit Corporation Act" [§§ 10-3A-1 through 10-3A-225, *Code of Alabama* (1975)] , the undersigned do hereby make and file the following Articles of Incorporation.

ARTICLE I

NAME

The name of the corporation shall be:

CALUMET MEADOW HOMEOWNERS' ASSOCIATION, INC.

The corporation is sometimes referred to herein as the "Corporation" or the "Association."

ARTICLE II

DEFINITIONS

SECTION 2.1 **Association Land:** That part of Calumet Meadow Property which may at any time hereafter be owned by the Association for so long as the Association or successor thereof may be the owner thereof.

2.2 **Board:** The Board of Directors of the Association.

2.3 **By-Laws:** The duly enacted By-Laws of the Association.

2.4 **Declaration:** The Declaration of Protective Covenants applicable to Members' Property which has been recorded in the Probate Records of Shelby County, Alabama in

Instrument 1996-30329, as the same may from time to time be supplemented or amended in the manner described therein.

2.5 **Deed**: Any deed, assignment, lease, or other instrument conveying fee title or a leasehold interest in any part of Calumet Meadow Property subjected to the Declaration.

2.6 **Developer**: The developer of Calumet Meadow, Pine Brook Lakes, Inc., an Alabama corporation, its successors and assigns.

2.7 **Member**: A person or other entity who is a record owner of Members' Property.

2.8 **Members' Property**: That portion of Calumet Meadow Property which shall have been submitted to the Declaration for the purpose of creating a lien for assessments in favor of the Association. See also, Section 2.12.

2.9 **Common Areas**: Calumet Meadow Property which is conveyed to the Association by the Developer of Calumet Meadow.

2.10 **Parcel**: Any lot, part, or parcel of Calumet Meadow Property.

2.11 **Resident**: Any person or persons occupying Members' Property.

2.12 **Residential Parcel**: Any unit, lot, part or parcel of the Property designed for a single family residence and single family residential lots platted of record regardless of whether a dwelling has been constructed on such lot.

2.13 **Association**: The Calumet Meadow Homeowners' Association, Inc., its successors and assigns.

2.14 **Calumet Meadow or Calumet Meadow Property**: The property described by the map of Calumet Meadow recorded in Map Book 21, at Page 112, in the Probate Office of Shelby County, Alabama.

ARTICLE III

PRINCIPAL OFFICE AND AGENT

The initial registered office of the Association shall be 3125 Independence Drive, Suite 116, Birmingham, Alabama 35209. The registered agent of the Corporation shall be Carter S. Kennedy.

ARTICLE IV

OBJECTS, PURPOSES AND POWERS

(It is to be understood that the following sets out purposes and powers of the Association, but that nothing that follows shall be interpreted as imposing a duty on the part of the Association to undertake any listed activity or service.)

SECTION 4.1 This Association shall be a corporation not for profit organized for non-profitable purposes and activities and no part of its net earnings shall inure to the benefit of any private shareholder or member of the Association.

4.2 The objects and purposes for which this Corporation is organized are as follows:

4.2.1 To establish, maintain, operate and provide all community services of every kind and nature required or desired by the owners of real property within that part of Calumet Meadow which shall be made subject to the jurisdiction of the Association by the Declaration or any supplemental declaration thereto, or other declaration, deed or instrument.

4.2.2 To own, acquire, build, operate, and maintain recreation parks, playgrounds, common drives and footways, including buildings, structures, and personal properties incident thereto, which property is hereinafter referred to as the "Common Areas"; maintain unkept lands and trees; maintain lakes and roadways within Calumet Meadow, the water and drainage systems, and other areas and structures beneficial or useful to Members' Property; supplement municipal and other governmental services; fix assessments to be levied against the Members' Property and the owners

of such Members' Property; enforce any and all covenants, restrictions and agreements applicable to Members' Property; and pay taxes, if any, on the Common Areas; and, insofar as permitted by law, to do any other thing that, in the opinion of the Board, will promote the common benefit and enjoyment of the Members.

4.2.3 To provide for the security of its Members, the property of its Members, residents and property of residents of Calumet Meadow; to provide for road maintenance, parking within roadway areas, and traffic control; to provide for garbage and waste collection and disposal; to present a unified effort to the members in protecting the value of the property of Members.

4.2.4 To own, operate and manage the Common Areas located in Calumet Meadow; to perform and carry out the acts and duties incident to the administration, operation and management of said Common Areas in accordance with the terms, provisions, and conditions contained in these Articles of Incorporation and to own, operate, lease, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient.

4.2.5 To provide for any or all of the following that are deemed necessary or desirable to the Board in connection with the administration, management, control, and operation of the Association: projects, services, facilities, studies, programs, systems and properties that relate to recreational facilities or services; drainage systems; streets, walkways, curbing, gutters, landscaping, lighting facilities; facilities or arrangements for the collection, treatment and disposal of garbage and refuse; including equipment, supplies and accessories in connection therewith, storage and maintenance and other services that the Board shall find to be necessary, desirable or beneficial to the interest of the Property, Members and Residents.

4.2.6 To do such other things as may be necessary and proper for the carrying out and accomplishment of the above objects and purposes and of such other objects and purposes as are deemed necessary and proper by its Directors. The objects and purposes expressed

herein relate to services, benefits and expenditures pertaining to, derived from, or in connection with Calumet Meadow or areas thereof intended for and available for the common use and enjoyment or need of the Members.

4.3 In furtherance of the aforesaid objects, purposes and powers, the Association shall have and exercise all of the powers of a Corporation Not for Profit organized and existing under the laws of the State of Alabama and all the powers reasonably necessary to implement the powers of the Association, which powers shall include but are not limited to, the power:

4.3.1 To make, levy and collect assessments and annual, monthly or quarterly maintenance charges from its Members and to expend the proceeds of such assessments and charges for the benefit of its Members.

4.3.2 To contract with others to provide the services, benefits and advantages desired.

4.3.3 To enforce by legal action suits on behalf of the Association.

4.3.4 To make, establish and enforce reasonable rules and regulations governing the use of the Common Areas.

4.3.5 To maintain, repair, replace and operate those portions of the property that the Association has the duty or right to maintain, repair, replace and operate under these Articles and the By-Laws of the Association.

4.3.6 To contract for the management of the property and to delegate to such contractors all or a part of the powers and duties of the Association.

4.3.7 To employ personnel to perform the services required or authorized by these Articles, the Declaration and by the By-Laws of the Association.

4.3.8 To purchase insurance upon the Common Areas for the protection of the Association and its Members.

4.3.9 To reconstruct improvements constructed on the real property after casualty or other loss.

4.3.10 To make additional improvements on and to the Association Property.

4.3.11 To acquire and enter into agreements whereby it acquires leaseholds, memberships or other possessory or use interests in lands or facilities, including but not limited to marinas, lakes and other recreational facilities, whether or not contiguous.

4.3.12 To enforce by legal action the provisions of these Articles, the By-Laws and the Declaration.

ARTICLE V

MEMBERS

SECTION 5.1 The Members of this Association shall consist of all record owners of Members' Property, but shall not include mortgagees or other holders of security interests only. No person other than the Developer of Calumet Meadow or designees of such Developer, who does not own real property in Calumet Meadow may be a Member of the Association. The first Board of Directors named in these Articles of Incorporation and other Directors selected by Class B members, regardless of ownership of real property in Calumet Meadow, shall also be Members of the Association until June 30, 1998, or until all the then Class B members so designate in a writing delivered to the Association, whichever shall first occur. Fees, dues, assessments and charges required of Members shall be set in the manner prescribed by the By-Laws of the Association and in the Declaration.

5.2 Membership in this Association cannot be assigned, hypothecated or transferred in any manner except as may be provided in the By-Laws.

5.3 The Association shall have two classes of voting membership: Class A and Class B.

Class A members shall be all persons owning one or more Parcels constituting Members' Property, excepting those persons (or other entities) who are Class B members.

Class B members shall be Pine Brook Lakes, Inc., an Alabama corporation, DRHI, Inc., a Delaware corporation, and any other persons (or other entities) who own Members' Property, and who have been designated as Class B members by Developer. The Class B membership shall terminate and the then Class B members shall become Class A members at such time that (a) all the then Class B members so designate in a writing delivered to the Association or (b) on December 31, 1996, whichever shall first occur.

When entitled to vote, each Member shall have one vote for each Parcel owned by such Member.

Until the time at which the Class B membership terminates, as provided herein, the Class B members shall be vested with the sole voting rights in the Association, except on such matters as to which the Declaration, these Articles of Incorporation, or the By-Laws specifically require a vote of each and every class of membership, or except as required by law.

ARTICLE VI

TERM

This Corporation shall exist perpetually.

ARTICLE VII

SUBSCRIBERS

The names and addresses of the three incorporators of the Corporation are as follows:

- (1) Carter S. Kennedy
3125 Independence Drive, Suite 116
Birmingham, Alabama 35209

(2) Lorine S. Cantrell
211-B Yeager Parkway
Pelham, Alabama 35124

(3) Anne P. Marshall
211-B Yeager Parkway
Pelham, AL 35124

ARTICLE VIII

BOARD OF DIRECTORS

The business and affairs of the Association shall be managed by a Board of Directors consisting of not fewer than three (3) nor more than fifteen (15) Directors. The first Board of Directors shall consist of three (3) members. Change in the maximum number of Directors shall be permitted by amendment to the By-Laws of the Association or by amendment to the Articles of Incorporation. The Board of Directors shall be elected by the Members of the Association entitled to vote. The names and addresses of the first Board of Directors who shall hold office until June 30, 1998, or until all the then Class B members so designate in a writing delivered to the Association whichever shall first occur, and thereafter until their successors are elected and have qualified, are as follows:

Class I. Carter S. Kennedy
3125 Independence Drive, Suite 116
Birmingham, Alabama 35209

Class II. I. L. O'Sullivan, Jr.
Post Office Box 101329
Birmingham, AL 35210-1329

Class II. Dwight A. Sandlin
2090 Columbiana Rd., Suite 4000
Birmingham, AL 35216

Provided however, that at a time no later than April 1, 1997 the number of Directors shall be increased to seven (7), at least three (3) of whom are elected by Class A Members and four (4) of whom are elected by Class B Members.

The Directors of the Association shall be elected at the time and in the manner provided for in the By-Laws.

Among other things, the Board of Directors shall have authority to make and alter By-Laws and the further authority to exercise all such other powers and to do all such other lawful acts and things which this Association, or its Members might do, unless prohibited from doing so by applicable laws, or the Articles of Incorporation, or by the By-Laws of this Association.

ARTICLE IX

OFFICERS

The officers of the Association shall consist of a President, one or more Vice Presidents, and a Secretary/Treasurer. The officers of the Association shall be elected by the Board of Directors of the Association in accordance with the provisions of the By-Laws of the Association. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.

ARTICLE X

INDEMNIFICATION

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Association, or any settlement thereof, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE XI

DISPOSITION OF ASSETS UPON DISSOLUTION

No Member, Director or officer of the Association or other private individual shall be entitled to share in the distribution of any of the Association assets upon dissolution of the Association. Unless agreed to the contrary by seventy-five per cent (75%) of each and every class of membership, upon dissolution of the Association, the assets of the Association shall be granted, conveyed and assigned to an appropriate public body, agency or agencies, utility or utilities or any one or more of them or to any one or more non-profit corporations, associations, trusts or other organizations to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. No disposition of the Association's assets shall be effective to divest or diminish any right or title of any Member vested in him under recorded covenants and restrictions applicable to such assets unless made in accordance with the provisions of such covenants and restrictions.

ARTICLE XII

AMENDMENT OF ARTICLES

These Articles may be amended by an affirmative vote of two-thirds (2/3) of the Members of the Association entitled to vote.

ARTICLE XIII

BY-LAWS

The Association shall adopt By-Laws governing the conduct of the affairs of the Association. The By-Laws shall be altered, amended, or rescinded as provided in the By-Laws.

IN WITNESS WHEREOF, the subscribing incorporators have hereunto set their hands and seals and caused these Articles of Incorporation to be executed this 14th day of October, 1996.

Carter S. Kennedy (SEAL)
Carter S. Kennedy

Lorine S. Cantrell (SEAL)
Lorine S. Cantrell

Anne P. Marshall (SEAL)
Anne P. Marshall

STATE OF ALABAMA)

SHELBY COUNTY)

Before me, the undersigned Notary Public, in and for said County and State, personally appeared Carter S. Kennedy, Lorine S. Cantrell and Anne P. Marshall, who are known to me and who, after first being duly sworn, deposed under oath and said that the foregoing Articles of Incorporation were prepared under their direction and that they had knowledge of the facts stated therein, that said facts are true, and that they executed the same freely and voluntarily and for the purposes stated therein.

Given under my hand and official seal, this the 14th day of October, 1996.

[Signature]
Notary Public

My commission expires: 5/23/99

✓ This instrument was prepared by:
James J. Odom, Jr.
P. O. Box 11244
Birmingham, Alabama 35202-1244

State of Alabama

SHELBY

County

CERTIFICATE OF INCORPORATION

OF

CALUMET MEADOW HOMEOWNERS' ASSOCIATION, INC

The undersigned, as Judge of Probate of SHELBY County, State of Alabama, hereby certifies that duplicate originals of Articles of INCORPORATION of CALUMET MEADOW 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 CALUMET MEADOW HOMEOWNERS' ASSOCIATION, INC., and attaches hereto a duplicate original of the Articles of INCORPORATION

GIVEN Under My Hand and Official Seal on this the 10TH day of

MARCH, 1999.



Patricia Geyer Schmitz

Judge of Probate

Inst # 1999-10102

03/10/1999-10102
11:44 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
012 CRH 50.00