

**ARTICLES OF INCORPORATION
OF
WILD TIMBER HOMEOWNERS' ASSOCIATION, INC.**

THE UNDERSIGNED, for the purpose of forming a corporation pursuant to the provisions of the Alabama Nonprofit Corporation Act (Code of Alabama (1975), Sections 10-3a-1, et seq.) hereby adopts the following Articles of Incorporation and certify as follows:

1. **NAME.** The name of the corporation is "WILD TIMBER HOMEOWNERS' ASSOCIATION, INC." (hereinafter referred to as the "Association").
2. **DURATION.** The period of duration of the association shall be perpetual.
3. **PURPOSES.** The purpose for which the Association is organized are:
 - (a) To provide for the efficient preservation of the appearance, value and amenities of the property which is subject to the Declaration of Protective Covenants, Restrictions, Easements, Rights, and Liens of WILD TIMBER, dated 4/30/03, and filed as Instrument Number 2003043000265990, in the Office of the Judge of Probate of Shelby County, Alabama, as amended from time to time (the "Declaration"). Capitalized terms not otherwise defined herein shall have the same meanings given to them in the Declaration
 - (b) To own, operate, maintain, manage, repair and replace Common areas of the Property.
 - (c) To the extent provided in the Declaration, to control the specifications, architecture, design, appearance, siting and landscaping of all improvements to be constructed, placed or permitted to remain on any Lot in Property and all alterations, changes and additions thereto.
 - (d) To perform and carry out the acts, duties, responsibilities and conditions delegated to the Association in the Declaration, these Articles, the Bylaws of this Association and all amendments thereto.
 - (e) To own, lease, license, operate, purchase, acquire, hold, improve, develop, manage, sell, convey, transfer, exchange, release and dispose of, either alone or in conjunction with others, real and personal property, tangible and intangible, of every kind, character and description.
 - (f) To enforce all of the terms and provisions of the Declaration and to make, establish and enforce reasonable rules and regulations governing the administration, operation and management of the Property.

- (g) To make, levy, collect and enforce assessments provided for under the Declaration, and to use and expend such assessments as provided under the Declaration.
- (h) To employ personnel and contract for services, material and labor, including contracting for the management of the Common Areas and all other portions of the Property.
- (i) To purchase and maintain insurance for such coverages, with such insurance carriers, in such amounts at such rates and with such deductibles as may be necessary for the protection of the Association, its officers, directors and members.
- (j) To enforce any of the provisions of the Declaration by legal and equitable actions as may from time to time be necessary.
- (k) To enter into, make and perform contracts of every kind for any lawful purpose without limit as to amount, with any person, firm, association, partnership, limited partnership, corporation, municipality, county, state, territory, government, governmental subdivision, or body politic.
- (l) To operate without profit for the sole and exclusive benefits of its members.
- (m) To carry on any other business in connection with the forgoing, to transact any or all lawful business for which corporations may be incorporated under the Alabama Nonprofit Corporation Act, as amended, and to have and exercise all powers necessary or convenient to effect the purpose of the Association in accordance with and subject to the terms and provisions of the Declaration.

THIS ASSOCIATION DOES NOT CONTEMPLATE PECUNIARY GAIN OR PROFIT FOR THE MEMBERS THEREOF AND THE FUNDS OF THE ASSOCIATION, WHETHER RECEIVED BY GIFT OR OTHERWISE, REGARDLESS OF THE SOURCE THEREOF, SHALL BE EXCLUSIVELY USED IN THE PROMOTION OF THE BUSINESS OF THE ASSOCIATION, AS THE BOARD OF DIRECTORS MAY FROM TIME TO TIME DETERMINE.

4. INITIAL REGISTERED OFFICE AND AGENT. The location and mailing address of the initial registered office of the Association, and the name of its initial registered agent at such address, are as follows:

Delton Lane Clayton
100 Applegate Court
Pelham, Alabama 35124

5. **NONSTOCK AND NONPROFIT STATUS.** The Association shall have no capital stock, is not organized for profit and does not contemplate pecuniary gain or profit to its Members thereof. No part of the earnings of the Association shall inure to benefit of any Member, individual, officer, or director. The Association does not contemplate the distribution of gains, profits or dividends to the Members thereof and is organized solely for nonprofit purposes.
6. **MEMBERS.** The members of the Association shall consist of all Owners. Membership in the Association shall be appurtenant to and may not be separated from, ownership of a Lot. The Association shall have two classes of membership, Class A and Class B. The Class A Members shall be all Owners except the Class B Members, if any. The Declarant, or any successor to whom Class B membership has been specifically conveyed, through an instrument filed of record in the Office of the Judge of Probate of Shelby County, Alabama, shall be the Class B Member. The Class B Members' rights are specified in the Declaration and the By-Laws. The Class A Members shall be entitled to one vote per Lot. The voting rights of any Member may be limited and suspended in accordance with the provisions of the Declaration. Any change of membership shall be evidenced by filing for the record a deed or other appropriate instrument in the Office of the Judge of Probate in Shelby County, Alabama, which deed or other instrument shall establish record title to a Lot or other real property subject to the Declaration, which deed or other instrument shall be deemed to qualify as written notice to the Association of such change in ownership. The grantee designated in such deed or other instrument automatically becomes a member of the Association, with the membership of the prior owner being contemporaneously terminated.
7. **BOARD OF DIRECTORS.**
- (a) **Number of Directors.** The affairs of the Association shall be managed by a Board of Directors. The number of Directors constituting the initial Board of Directors shall be two (2). Thereafter, the number of Directors shall be fixed by amendment to or in the Bylaws and may thereafter be increased or decreased from time to time by amendment to or in the manner provided in the Bylaws; provided, however, that (i) the number of Directors shall in no event consist of less than three (3) Directors and (ii) no decrease in the number of Directors shall have the effect of shortening the term of any incumbent Director. Directors need not be Owners or residents of the State of Alabama. The names and addresses of each person who is to serve as an initial Director of the Association until their successors are elected and qualified are as follows:

Delton Lane Clayton
100 Applegate Court
Pelham, Alabama 35124

Howard O'Neal
100 Applegate Court
Pelham, Alabama 35124

b) Powers. Except as may be otherwise provided to the contrary in the Declaration, these Articles of Incorporation or the Bylaws of the Association, all powers of the Association shall be exercised by or under authority of, and the business and affairs of the Association shall be managed under the direction of the Board of Directors.

8. INCORPORATOR. The name and address of the incorporator is as follows:

Delton Lane Clayton
100 Applegate Court
Pelham, Alabama 35124

9. DISTRIBUTION OF ASSETS UPON DISSOLUTION. Upon dissolution of the Association, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be dedicated to a public body or conveyed to a non-profit organization with similar purposes, as set forth in the Alabama Nonprofit Corporation Act.

10. AMENDMENT. These articles of incorporation may be amended, subject to the terms and provisions of the Declaration, by the affirmative vote of at least two-thirds (2/3) of the total votes in the Association [i.e., two-thirds (2/3) of all Owners].

11. INCORPORATION BY REFERENCE. All of the terms, provisions, definitions, covenants and conditions set forth in the Declaration are hereby expressly incorporated herein by reference as if fully set forth herein. In the event of any conflict or ambiguity between the terms, provisions, definitions, covenants and conditions set forth herein in these Articles of Incorporation and the Declaration, then the provisions of the Declaration shall at all times control.

12. PROVISIONS CONCERNING CERTAIN MORTGAGES. From and after the first date on which any lot is encumbered by any mortgage guaranteed or insured by the Federal Housing Administration, the United States Department of Housing and Urban Development or the Veterans' Administration (herein "Agency"), the following provisions apply in addition to, and not in lieu of, the foregoing. Unless the written consent of each such Agency which has guaranteed or insured any such mortgage is first obtained, the Association shall not, so long as there is a Class B Member:

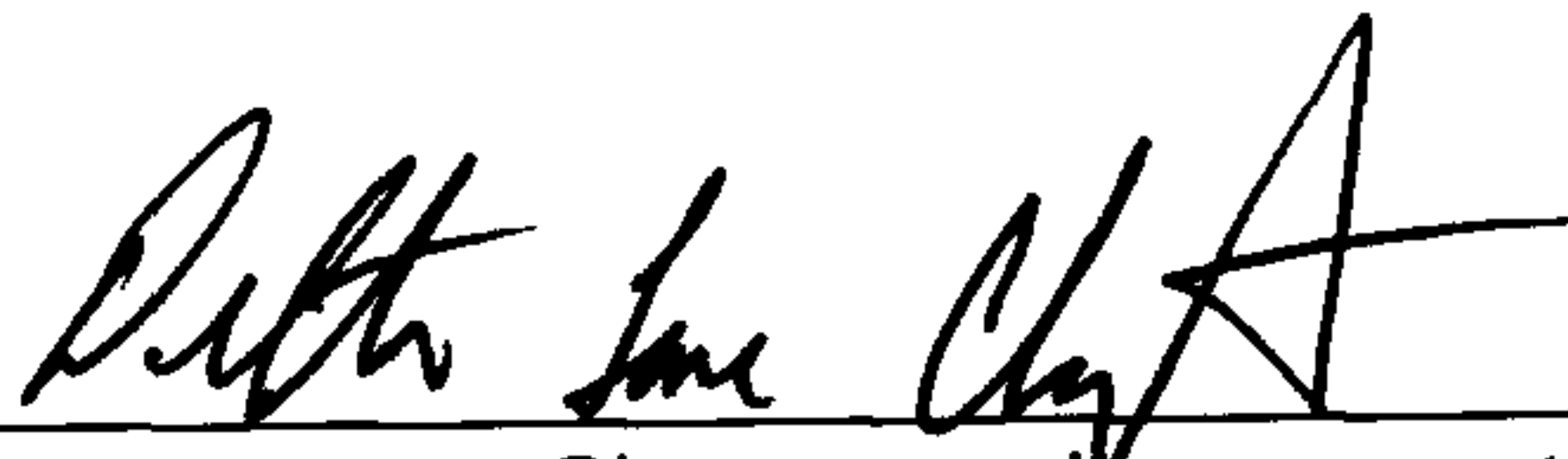
- (a) Subject additional property to the terms of the Declaration.
- (b) Merge or consolidate with any corporation or other entity;
- (c) By act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer all or any portion of the real property

comprising the Common Area which the Association owns, directly or indirectly (provided that the granting of easements for utilities or other similar purposes consistent with the intended use of the Common Area shall be deemed a transfer within the meaning of the paragraph);

- (d) Dissolve; or
- (e) Amend these Articles.

Such approval shall be deemed given by a particular Agency if such Agency fails to deliver written notice of its disapproval of any such action to the Association within twenty (20) days after a request for such approval is delivered to such Agency by certified mail, return receipt requested or equivalent delivery, and such approval may be conclusively evidenced by a certificate of the Association that the approval was given or deemed given.

IN WITNESS WHEREOF, the undersigned Incorporator has hereunto subscribed his name to these Articles of Incorporation as of this the 30th day of April, 2003.



Delton Lane Clayton - Incorporator

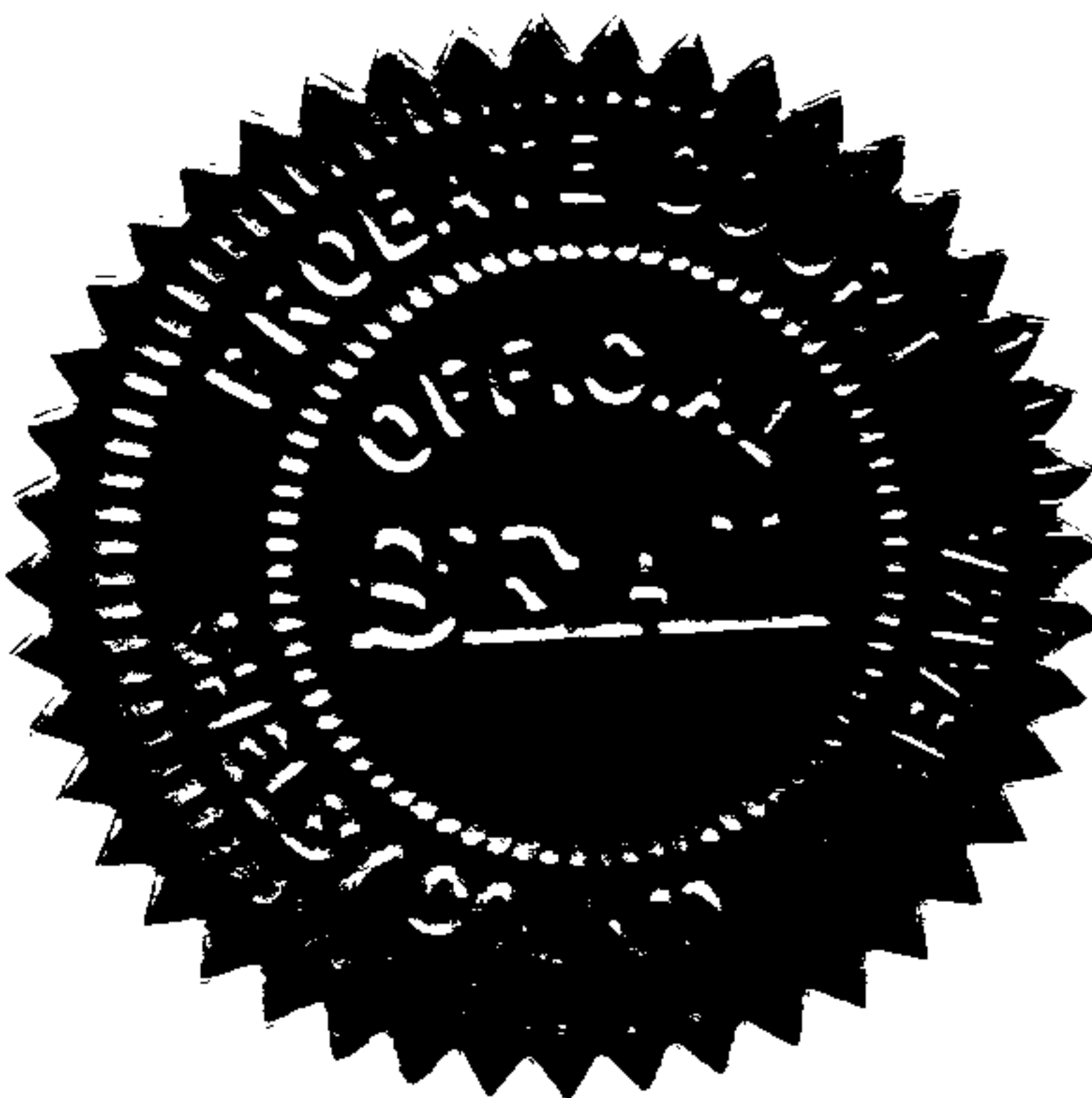
State of Alabama Shelby County

Certificate of Incorporation

Of WILD TIMBER 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 Wild Timber 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 her by law, hereby issues this Certificate of Incorporation of Wild Timber Homeowners' Association, Inc., and attaches hereto a duplicate original of the Articles of Incorporation.



Given under my hand and Official Seal on
this the 30th day of April, 2003.

Patricia Yeager Fuhrmeister

Patricia Yeager Fuhrmeister
Judge of Probate