

Amendment To Articles Of Incorporation

of

Smyer Lake Homeowners Association, Inc.,

An Alabama Nonprofit Corporation ("the Amendment")

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Bk: LR200611 Pg:27695
Jefferson County, Alabama
I certify this instrument filed on:
07/14/2006 02:18:18 PM NPAMEND
Judge of Probate- Mark Gaines

The undersigned President, Assistant Secretary, and sole Incorporator of Smyer Lake Homeowners Association, Inc., an Alabama nonprofit corporation organized pursuant to Articles of Incorporation recorded in the Probate Office of Jefferson County, Alabama on July 10, 2006, in Book LR 2006, Page 19269, a true and correct copy of which is attached hereto as Exhibit I and the terms of which are incorporated herein by reference (the "Articles"), desire to amend the Articles in accordance with Article 4 of the Alabama Nonprofit Corporation Act (the "Act") in order to attach to and incorporate in the Articles the following Exhibits which were referred to in the previously filed Articles but which were not attached:

1. Exhibit "A" in the form attached hereto, which is the legal description of the real estate comprising the Smyer Lake Development as referred to in Article III of the Articles;

2. Exhibit "A-1", in the form attached hereto, which is the tax map further describing said real estate as referred to in Article III of the Articles; and

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3. Exhibit "B", in the form attached hereto, which are the Bylaws of the Association as referred to in Article VIII of the Articles.

There are currently no members of the Association, and this Amendment to the Articles was authorized by the unanimous consent in writing of the directors of the Association taken effective July 12, 2006, pursuant to Section 10-3A-40 of the Act. The filed Articles in the form attached hereto as Exhibit I, together with the Exhibits thereto in the form attached hereto as "Exhibits "A", "A-1", and "B", are hereby amended and republished in their entirety.

IN WITNESS WHEREOF, the undersigned officers of the Association have executed this Amendment to the Articles as of the 12th day of July, 2006.

Smyer Lake Homeowners Association, Inc.

By: _____


President

By: _____

Assistant Secretary

The undersigned Jerome K. Lanning, Sole Incorporator and Assistant Secretary of Smyer Lake Homeowners Association, Inc., hereby verifies and confirms the truth and

accuracy of all statements in the foregoing Amendment To Articles of Incorporation and the truth and accuracy of the attached Exhibits.


Jerome K. Lanning

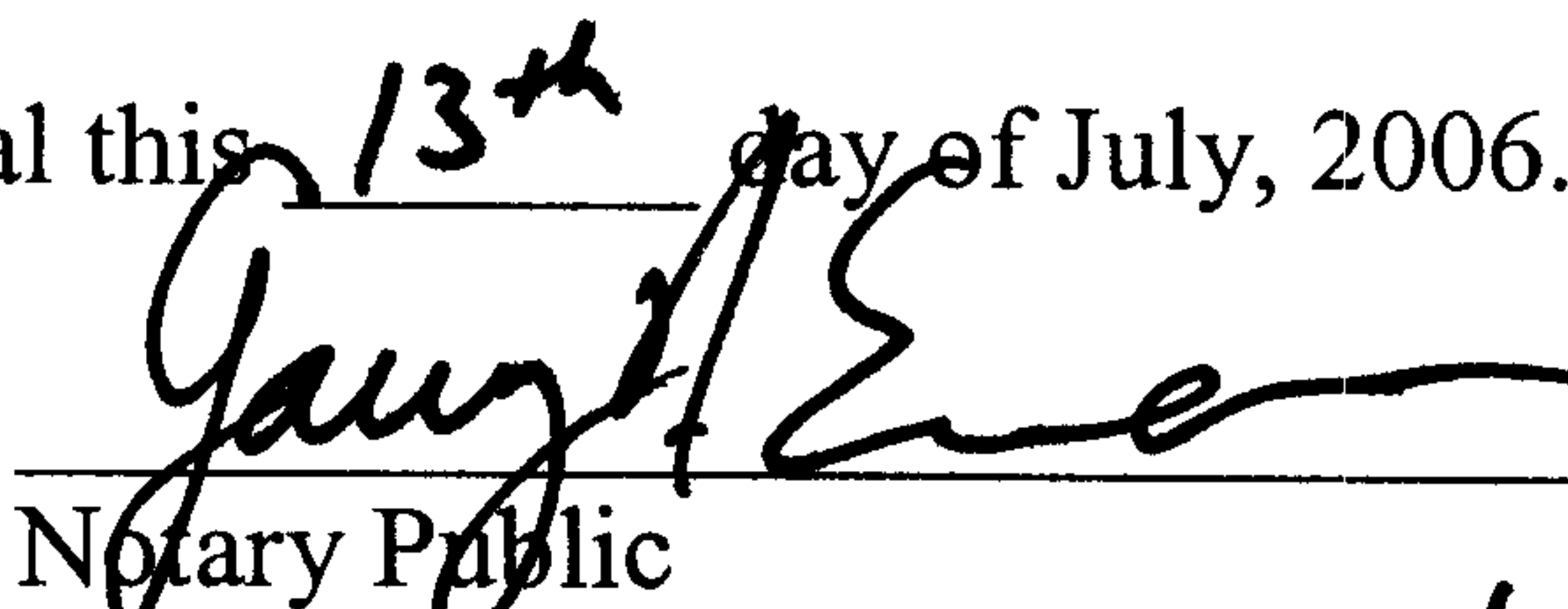
STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned notary public in and for said county in said state, hereby certify that Alex Kontos, whose name as President of Smyer Lake Association, an Alabama nonprofit corporation, is signed to the foregoing Amendment To Articles Of Incorporation, and who is known to me, acknowledges before me on this date that, being informed of the contents of such instrument, he, as such President and with full authority, executed the same voluntarily for and on behalf of said corporation on the day the same bears date.

Given under my hand and official seal this 13th day of July, 2006.

{Notary Seal}


Notary Public
My Commission Expires: 11/13/2007

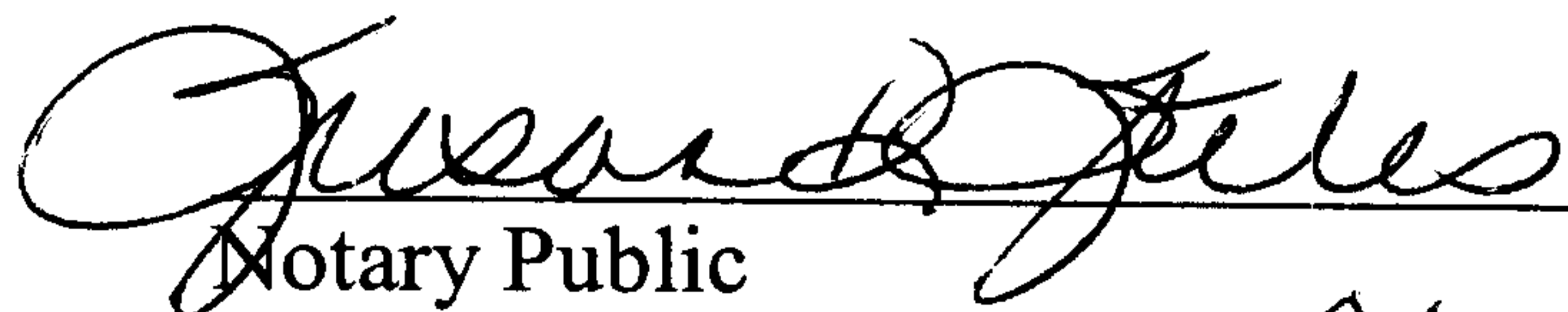
STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned notary public in and for said county in said state, hereby certify that Jerome K. Lanning, whose name as Assistant Secretary of Smyer Lake Association, an Alabama nonprofit corporation, is signed to the foregoing Amendment To Articles Of Incorporation, and who is known to me, acknowledges before me on this date that, being informed of the contents of such instrument, he, as such Assistant Secretary and with full authority, executed the same voluntarily for and on behalf of said corporation on the day the same bears date.

Given under my hand and official seal this 12 day of July, 2006.

{Notary Seal}


Notary Public
My Commission Expires: 01-16, 2009

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STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned notary public in and for said county in said state, hereby certify that Jerome K. Lanning, whose name is signed to the foregoing Amendment To Articles Of Incorporation, and who is known to me, acknowledged before me on this date that he executed the above verification in order to confirm the truth and accuracy of all statements in the Amendment and the truth and accuracy of the Exhibits.

Given under my hand and official seal this 17 day of July, 2006.

{Notary Seal}

James D. Jones
Notary Public
My Commission Expires: 01-16-2009

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Bk: LR200611 Pg:19269
Jefferson County, Alabama
I certify this instrument filed on:
07/10/2006 04:13:24 PM NPINC
Judge of Probate- Mark Gaines

Articles of Incorporation

of

Smyer Lake Homeowners Association, Inc.

An Alabama Nonprofit Corporation

To the Judge of Probate of Jefferson County, Alabama:

The undersigned, for the purpose of forming a nonprofit corporation under the Alabama Nonprofit Corporation Act (Section 10-3A-1 et seq., Code of Alabama 1975, as amended: the "Act"), hereby adopts the following Articles of Incorporation ("Articles") for such corporation:

Article I

Name

The name of the corporation shall be "Smyer Lake Homeowners Association, Inc." (the "Association").

Article II

Period of Duration

The period of duration of the corporation is perpetual, unless and until it is hereinafter lawfully dissolved.

Article III

Purposes and Powers

The Association is organized to provide for the maintenance, preservation, enhancement and architectural control of the lots, common areas, improvements and facilities comprising the existing lake and residential development generally known as "Smyer Lake" in Shelby County, Alabama, which is situated on and around the lake, dam, roads and other common property of the lake development located on the real property described in Exhibit A to these Articles, and which is also generally described on the tax map made Exhibit A-1 hereto (the "Smyer Lake Development", or "Development"); to promote the health, safety and welfare of the members of the Association ("Members") and other residents and users of the Smyer Lake Development; and to provide for the management of the Association and for the regulation of the affairs of Members and others as related to the Smyer Lake Development; and for these purposes, the Association shall have the following powers:

1. The Association shall have all powers and privileges now or hereafter granted by the Act or other laws of the State of Alabama not inconsistent with these Articles, including but not limited to the following powers which may be exercised subject only to any limitations provided for in the Bylaws of the Association (the "Bylaws", including any amendments thereto):

(a) To own, operate, maintain, manage, repair, replace and improve any structures or facilities upon the Common Elements of the Development (any capitalized

terms used herein and not otherwise defined shall have the meaning provided for in the Bylaws).

(b) To perform and carry out all acts, duties and responsibilities delegated to the Association under these Articles and the Bylaws, and under any amendments thereto, including specifically taking any action authorized or allowed to be taken by the Association under these Articles and the Bylaws.

(c) To own, lease, license, purchase, acquire, hold, improve, develop, manage, operate, convey, transfer, encumber, release and dispose of, any property, whether real, personal or mixed, or tangible or intangible, of every kind, character and description, either acting alone or in conjunction with others.

(d) To make, establish, amend and enforce reasonable rules and regulations ("Rules") governing the administration, operation, use and management of the Smyer Lake Development.

(e) To make assessments ("Assessments") for the payment of the expenses of the Association, and to levy, collect and enforce the payment thereof by the Members, by the imposition of a lien or otherwise, in accordance with the Bylaws.

(f) To employ personnel and to contract for services, material and labor, including contracting for the services of a caretaker or other manager of the Common

Elements of the Development, and to delegate to a managing agent all duties and powers of the Association except for those for which the Bylaws may require the approval of the Board of Directors of the Association (the "Board" or "Directors(s)"), or a vote of the Members.

(g) To enter into contracts for the performance of professional services on behalf of the Association, including, without limitation, retaining accountants, lawyers, engineers, architects, land planners and other consultants.

(h) To purchase and maintain insurance for such coverages, with such insurance carriers, in such amounts, and for such rates and with such deductibles as may be deemed necessary or desirable for the protection of the Association, and its officers, Directors and Members.

(i) To enforce any of the provisions of the Bylaws, Rules and Covenants by legal and equitable actions as may from time to time be necessary.

(j) To enter into, make and perform contracts of every kind for any lawful purpose, without limit as to amount, with any person, corporate or other legal entity, association, partnership, municipality, county, state, governmental subdivision or governmental or quasi-governmental entity.

(k) To acquire by lease, option, purchase, gift, grant, devise, conveyance, or otherwise, and to hold, enjoy, possess, rent, lease, mortgage, farm, ranch, work, forest, and sell real property or any interest therein, and to construct, maintain and operate improvements and facilities thereon;

(l) To acquire by option, purchase, gift, grant, bequest, transfer or otherwise and to hold, enjoy, possess, use, run, work, pledge as security, sell, transfer or in any manner dispose of personal property of any class or description whatsoever, whether tangible or intangible.

(m) To retain any property, investments or securities originally received by the Association or hereafter acquired by it as long as the Board shall consider the retention thereof desirable.

(n) To invest any and all funds coming into the hands of the Association on any account whatsoever in such property, investments or securities as the Board of the Association may, in their discretion, deem advisable, whether or not the same may be currently producing income and whether or not the same are or may be such as are authorized or deemed proper for investment of trust funds under the Constitution or laws of the State of Alabama or of the United States;

(o) To borrow and lend money to or from any person, persons, firm, business, partnership, or corporation, with or without security, and if with security, with such

security as the Board of the Association deems proper or appropriate, and in connection with any borrowing of money by the Association, to issue evidences of indebtedness for such borrowing and to secure the same by mortgage, pledge or other lien on the Association's property;

(p) To improve or cause or permit real property to be improved and to abandon any property that the Board deems to be without substantial value;

(q) To manage and control any shares of stock, certificates of interest, bonds or other securities of any corporation, trust or association at any time acquired in any way by the Association, and with respect to the same to concur in any plan or arrangement for the consolidation, merger, conversion, recapitalization, reorganization, dissolution, or lease or other disposition of the properties of any such corporation, trust or association, the securities of which are held by this Association, and as owner thereof to vote any security of any corporation, trust or association held by this Association at any meetings of the holders of the same class of security of the issuing entity and generally in all respects to exercise all of the rights of ownership therein;

(r) To guarantee or become surety for the obligations of any other nonprofit corporation or corporation or association not of a business character; and

(s) To establish and maintain cash reserves for the repair and replacement of capital assets and improvements within the Development and to meet other projected capital needs of the Association;

(t) To make such distribution of profit, surplus or reserve funds of the Association to the Members at such time and in such manner, and to do such other acts, as may be required to comply with all applicable provisions of the Federal Internal Revenue Code, Revenue Rulings, and other Federal and State statutes providing for an exemption from Federal and Estate Income Taxes for nonprofit organizations; and

(u) To do and perform all other acts and things that may be incidental to and come legitimately within the scope of any and all of the objects and purposes of the Association, or which may be necessary or appropriate for the carrying out and accomplishment of any and all of the objects and purposes of the Association, and to have and exercise all rights and powers now conferred or which may hereafter be conferred on corporations not of a business character under the laws of the State of Alabama.

2. Anything herein contained to the contrary notwithstanding, the Association shall not be operated for private profit, and no part of the assets or the net earnings of the Association shall at any time inure to the benefit of any Member, Director, officer or other private person, except that the Association shall be authorized and empowered to pay reasonable compensation for services rendered, to reimburse

expenditures incurred in the performance of their duties by Members, Directors and officers, and to make payments and distributions in furtherance of the objects and purposes set forth in this Article III.

3. All funds and titles of all properties acquired by the Association and the proceeds thereof shall be held in trust for the Members in accordance with the provisions of these Articles and the Bylaws.

4. The foregoing clauses of this Article III shall be construed equally as objects, purposes and powers, and the foregoing enumeration of specific objects, purposes or powers shall not be construed or held to limit or restrict in any manner the powers of the Association expressly conferred by law, except as expressly stated.

Article IV

MEMBERS

The Association shall be organized as a membership corporation. These shall be one class of Members, and the qualifications for and the manner of appointment of the Members, and their voting and other rights and obligations, shall be as set forth in the Bylaws of the Association. The Association may issue certificates evidencing such membership as permitted by the Act.

Article V

REGISTERED OFFICE AND REGISTERED AGENT

The location of the initial registered office of the Association in the State of Alabama shall be 1901 Sixth Avenue North, 2900 AmSouth/Harbert Plaza, Birmingham, Alabama 35203, and the Associations' initial registered agent at such address shall be Jerome K. Lanning. The mailing address of the Association's principal office shall be c/o Jerome K. Lanning, 1901 Sixth Avenue North, 2900 AmSouth/Harbert Plaza, Birmingham, Alabama 35203.

Article VI

DIRECTORS

The affairs of the Association shall be managed by a Board of Directors consisting of no fewer than three (3) and no more than eight (8) members, the exact number of Directors to be specified in the Bylaws. The number of directors constituting the initial Board of Directors of the corporation shall be five (5). The names and addresses of the persons who are to serve initially, until their successors are elected and have qualified, or until their death, resignation or removal, are as follows:


NAME	ADDRESS
Alex Kontos	1752 Mayfair Drive Birmingham, Alabama 35209
Ed Colvin	2717 Watkins Glen Drive Birmingham, Alabama 35216
Fred Crum	4902 Windwood Circle Birmingham, Alabama 35242

Walter Brown, Jr.

1186 Cheval Lane
Birmingham, Alabama 35216

Jerome K. Lanning

2102 Williamsburg Way
Birmingham, Alabama 35223


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Article VII
INCORPORATOR

The name and address of the incorporator is as follows:

Jerome K. Lanning
1901 Sixth Avenue North
2900 AmSouth/Harbert Plaza
Birmingham, Alabama 35203

Article VIII

BYLAWS

The Bylaws of the Association shall be in the form attached to these Articles as Exhibit B, subject to any amendments thereto made in accordance with the terms thereof.

Article IX

AMENDMENT

Subject to compliance with all requirements of the Act, these Articles may be amended by an affirmative vote of a two-thirds (2/3) majority of the Members present or represented by proxy at a meeting of the Members.

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Jefferson County, Alabama
07/10/2006 04:13:24 PM NPINC
Fee - \$26.00

Total of Fees and Taxes-\$26.00
LINDA

Article X

DISSOLUTION

The Association is not organized for pecuniary profit, and during its existence no part of its net earnings shall be inure to the benefit of any Member or individual. In the event of either a voluntary or involuntary dissolution of the Association in accordance with the Act, all net assets of the Association which remain after payment of all liabilities and obligations for the Association, together with all expenses and obligations related to the dissolution as contemplated or required by the Act, shall be applied and distributed in equal shares to the Members who were qualified and appointed as such as of the effective date of dissolution.

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation on this 10th day of July, 2006.

Jerome K. Lanning
Jerome K. Lanning

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Jerome K. Lanning, whose name is signed to the foregoing Articles of Incorporation, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 10th day of July, 2006.

{Notary Seal}

Jamie B. Sharp
Notary Public
My Commission Expires: 6/23/07

EXHIBIT "A"

PARCEL I:

A strip of land 40 feet in width being 20 feet on each side of the centerline of an existing paved and traveled road commonly known as "Smyer Lake Road" and hatched and identified as a "50 foot (S) ROW" called "Big Pine Lake Private Road" and "Private Road" on Exhibit A-1 hereto, said road commencing at its intersection with Shelby County 41 and ending with its termination point at Lot 33 according to the Survey of Mountain View Lake, Second Sector as recorded in Map Book 3, page 150, in the Probate Office of Shelby County, Alabama, (the "Second Sector Map").

PARCEL II:

A strip of land 40 feet in width being 20 feet on each side of the centerline of an existing paved and traveled road commonly known as "Smyer Lake Road" and hatched and identified as "S.L. Lane" on Exhibit A-2 hereto, said road commencing at its intersection with Smyer Land road, thence Southwesterly and Northerly terminating at the northeast corner of Lot 12, according to the Survey of Mountain View Lake, First Sector as recorded in Map Book 3, page 135, in the Probate Office of Shelby County, Alabama.

PARCEL III:

A strip of land 40 feet in width being 20 feet on each side of the centerline of an existing traveled road commonly known as "Smyer Lake Road" and hatched and identified as "S.L. Way" on Exhibit A-3 hereto, said road commencing at its intersection with Smyer Lake Road, thence southwesterly and terminating at its intersection with the northeasterly line of Lot 21 according to the Second Sector Map.

PARCEL IV:

All that parcel of the East $\frac{1}{2}$ of Section 24, lying 50 feet on each side of the centerline of the existing spillway of Smyer Lake (also known as "Great Pine Lake" of "Mountain View Lake" hereinafter called "Smyer Lake"), said centerline commencing at the halfway point of a line between the southeasterly corner of Lot 16, according to the Survey of Mountain View Lake, First Sector as recorded in Map Book 3, page 135 in the Office of the Judge of Probate of Shelby County, Alabama (the "First Sector Map") and the northeasterly corner of Lot 17 as recorded in Survey of Mountain View Lake, Second Sector, as recorded in Map Book 3, page 150, in said Probate Office (the "Second Sector") and terminating at its intersection with Hollybrook Lake, said parcel being identified on "Parcel One (Spillway)" and hatched on Exhibit A hereto (hereinafter called the "Spillway").


PARCEL V:

All that part of the Southeast $\frac{1}{4}$ of Section 24, lying Southeast of the Southeast Lot lines of Lots 17 through 23, Second Sector; lying Southwest of the Southeast extension of the Northeast line of said Lot 17; and lying north and west of a line 20 feet north and west of the centerline of an existing and traveled paved road identified as "Big Pine Lake Private Road" on Exhibit A hereto but its currently known as "Smyer Lake Road" (hereinafter called "Smyer Lake Road"), said parcel being identified as "Parcel Two" and hatched on Exhibit A hereto.

PARCEL VI:

All that part of the South $\frac{1}{2}$ of Section 24 lying between Smyer Lake Road and Smyer Lake which lies South of Lot 24, Second Sector, and the southwesterly line of land conveyed to Joseph C. Bailey, Jr. and Anne P. Bailey by deed recorded in said Shelby County Probate Office in Deed Book 349, page 898, said parcel being identified as "Parcel Three" and hatched on Exhibit A hereto.

Continued...


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PARCEL VII:

All that part of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and Northwest $\frac{1}{4}$ of Southwest $\frac{1}{4}$ of Section 24 lying West of Lots 12 and 13, and Northerly of Lots 14, 15 and 16, First Sector; Northwesternly of a line 20 feet Southeasterly of the centerline of "Smyer Lake Lane" (identified as "S.L. Lane" on exhibit A hereto), West of Smyer Lake Road; and South of land conveyed to Marilyn M. Pippen by deed dated March 1, 1985 and recorded in Real Book 20, page 354, said parcel being hatched and identified as "Parcel Four" on Exhibit A hereto.

PARCEL VIII:

All of that portion of Section 24, and the North half of Section 25, Township 18, Range 1 West, lying within the bounds of Mountain View Lake, at highwater mark, said highwater mark being 6 feet below iron pipe in concrete marker designated as Point "A", according to the Mountain View Lake Survey, First Sector, as recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Map Book 3, page 135.

PARCEL IX:

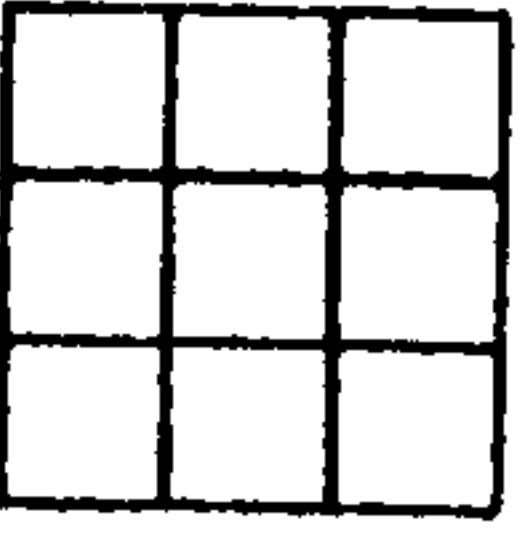
A parcel of land situated in the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 24, Township 18 South, Range 1 West, Shelby County, Alabama and being more particularly described as follows;

Commence at the point of Tangency Station 347+64.1 on the centerline of Shelby County Highway No. 41 (Dunavant Valley Road) and run in a Northeasterly direction along the centerline of said road for a distance of 2075.40 feet; thence $90^{\circ}00'48''$ right and run in a Southeasterly direction for a distance of 40.00 feet to a point on the Southeasterly right of way line of said Shelby County Road No. 41; said point being the point of beginning; thence continue in a Southeasterly direction along last described course and the Northeasterly line of the William M. Gunn tract as described in Book 80, page 88, in the Probate Office of Shelby County, Alabama, for a distance of 490.13 feet to an old iron pin; thence $90^{\circ}00'59''$ left and in a northeasterly direction along the Westerly line of the William M. Gunn Tract as described in Book 87, page 258, in the Probate Office of Shelby County, Alabama for a distance of 300.00 feet; thence $89^{\circ}59'01''$ left and in a Northwesterly direction for a distance of 490.13 feet to a point on the Southeasterly right of way line of said Shelby County Highway No. 41; thence $90^{\circ}00'48''$ and in a Southwesterly direction along said right of way line for a distance of 300.00 feet to the point of beginning.



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SUB-SHEET INDEX



LEGEND

- STATE LINE
- COUNTY LINE
- CITY LIMIT LINE
- TOWNSHIP LINE
- SECTION LINE
- PROPERTY LINE
- ROAD RW
- ROAD TRAVEL PATH
- PRIVATE ROAD OR TRAIL
- RAILROAD RW
- WATER
- LANDHOOK
- ORIGINAL SUB. LOT LINE
- MAJOR TRANSMISSION (POWER) (GAS OR OIL)
- CONFLICT
- CITY LIMIT CODE
- CHURCHES, SCHOOLS, CEM., AIRPORTS, GOVT LAND, ETC.
- STATE PLANE COORDINATES
- AREA (FROM C)
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- STATE HIGHWA
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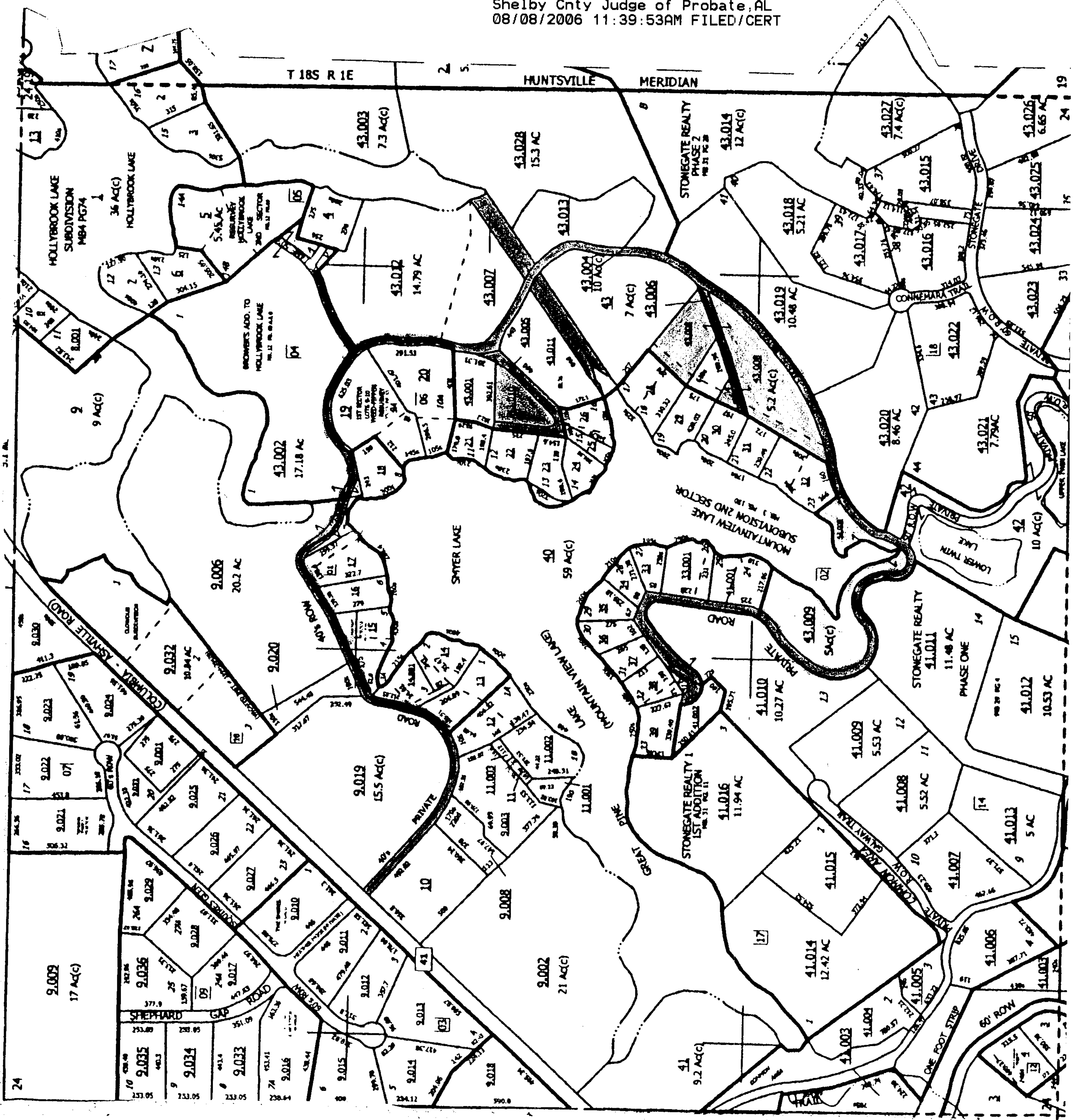


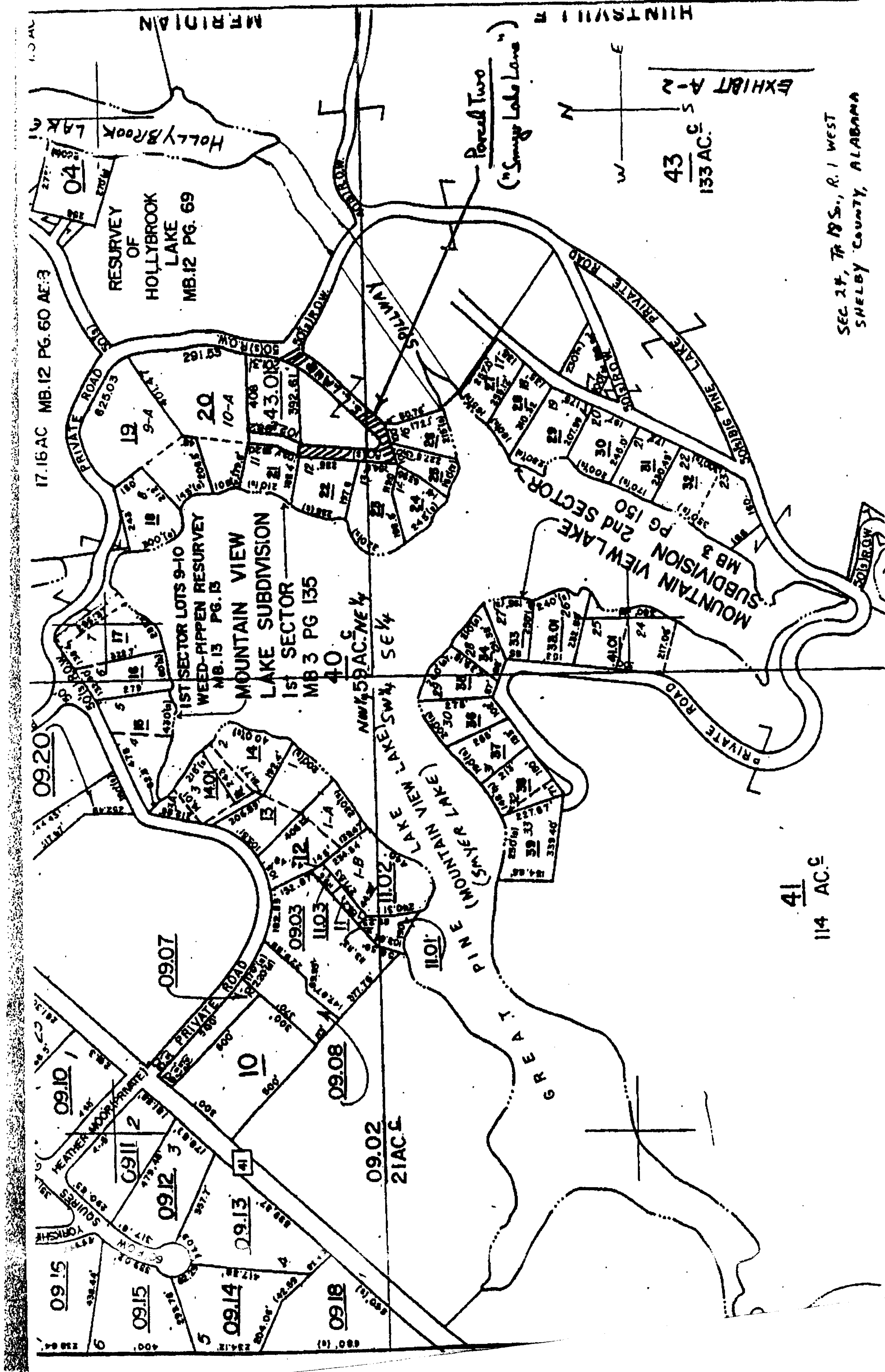
EXHIBIT A-1

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SHELBY COUNTY, ALABAMA

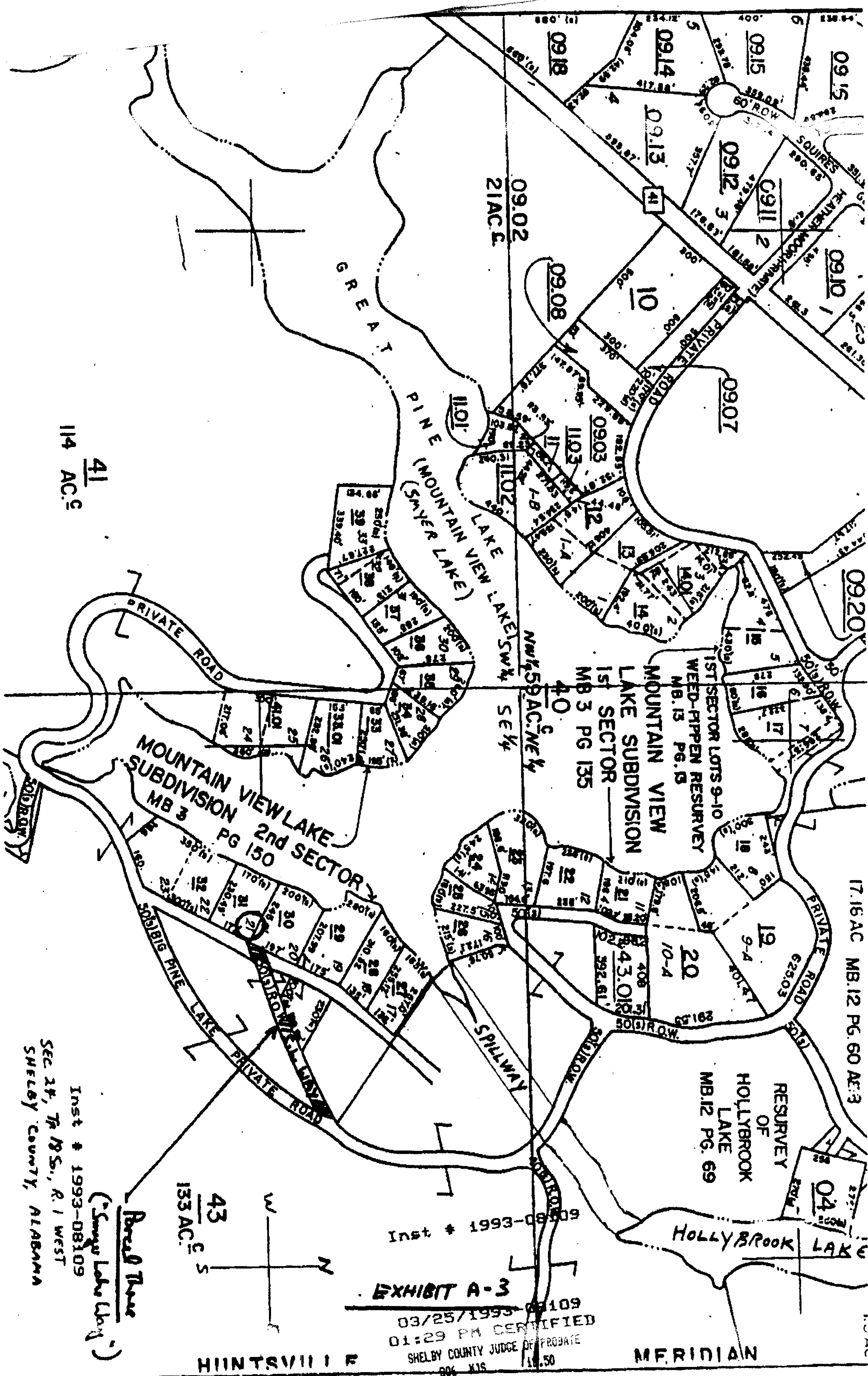
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This instrument was prepared by:
Jerome K. Lanning
1901 Sixth Avenue North
2900 AmSouth/Harbert Plaza
Birmingham, Alabama 35203

BYLAWS
OF
SMYER LAKE HOMEOWNERS ASSOCIATION, INC.

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BYLAWS
OF
SMYER LAKE HOMEOWNERS ASSOCIATION, INC.

These Bylaws ("Bylaws") of Smyer Lake Homeowners Association, Inc., an Alabama nonprofit corporation (the "Association"), are applicable to the Smyer Lake Development as described in the Articles of Incorporation of the Association which has been recorded at _____ in the Probate Office of Jefferson County, Alabama (the "Articles: any capitalized terms used herein and not otherwise defined shall have the meaning provided for in the Articles), and are promulgated pursuant to the Alabama Nonprofit Corporation Act (the "Act") for the purpose of governing the affairs of the Association and its Members (as defined in the Articles) and implementing those purposes and powers of the Association provided for in the Articles.

All current Members of the Association and all present and future owners of lots within and around the Smyer Lake Development which have an associated right to the use of Smyer Lake (the "Lots", or any "Lot"), and their guests, invitees, contractors, vendors, mortgagees or others who may use or have access to any Lot or to the Smyer Lake Development, shall be subject to these Bylaws and the Articles, and to those Restrictive Covenants applicable to the Development recorded at Vol. 172, Page 236 in the Probate Office of Shelby County, Alabama, as amended and restated by instrument recorded at _____ in said Probate Office (the "Covenants"), and to any Rules

and Regulations relating to the use of the Development and the Property (hereinafter defined) adopted in accordance with Article II of these Bylaws (the "Rules": the Articles, Bylaws, Covenants and Rules being herein sometimes collectively referred to as the "Lake Documents"), and the acceptance of a deed to a Lot, or the use of any part of the Development, shall constitute an agreement on the part of such owner or user to observe and comply with all applicable rules, covenants, terms and conditions contained in the Lake Documents.

ARTICLE I

Membership and Membership Meetings

Section 1.1 Qualifications: Certificate. The Members shall consist of all of the record owners of fee title to any Lot, and a membership certificate as provided for in Article IV of the Articles shall be issued in the name of the Voting Member for such Lot as provided for in Section 1.4 of these Bylaws.

Section 1.2 Change of Membership. Change of membership in the Association shall be established by first obtaining approval of any proposed sale or conveyance of a Lot by the Membership Transfer Committee (see Section 2.13 of these Bylaws), and the subsequent recording in the public records of Shelby County of a deed or other instrument establishing a transfer of record title to a Lot (exclusive of mortgage), and the delivery to the Association of a copy of such instrument reflecting the recording data,

whereupon each owner designated by such instrument shall become a Member of the Association, and the membership of the previous owner or owners shall be terminated.

Section 1.3 Voting Rights. There shall be one (1) voting right for each Lot, which must be cast by a Member owner of that Lot who is a natural person. In any case where sole ownership in a Lot is vested in an entity (or entities) other than a natural person, the vote for that Lot shall be cast by a natural person who is an officer or principal in such entity and has a possessory interest in such Lot, and who has been designated as the voting representative for such Lot in accordance with Section 1.4. In any case where there shall be more than one (1) owner of any Lot, a single voting representative shall also be appointed in accordance with Section 1.4.

Section 1.4 Designation of Voting Member. In the event a Lot is owned by one (1) natural person, the right to vote shall be established by the record title to the Lot. If a Lot is owned by more than one (1) natural person, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by all of the record owners of the Lot and filed with the Secretary of the Association. If a Lot is owned by a corporation, partnership, trust, or other legal entity, the officer or principal of such entity having a possessory right entitled to cast the vote for the Lot shall be designated by a certificate of appointment signed by the duly authorized representative of the board of directors or other governing body of such entity and filed with the Secretary of the Association. If such a certificate is not filed with the Secretary of the Association for a Lot with multiple owners, or for a Lot owned by a corporation, partnership, trust or other legal entity, in

advance of any meeting, the membership or vote of the Lot concerned shall not be considered in determining the requirement for a quorum nor for any purpose. Any such certificate shall be valid until revoked, or until superseded by a subsequent certificate, or until a change in the ownership of the Lot concerned shall have been effected. A certificate designating the person entitled to cast the vote of a Lot may be revoked by any owner thereof. The Member or other natural person entitled to vote with respect to a Lot may be referred to in these Bylaws as the "Voting Member" for such Lot.

Section 1.5 Annual Meeting. Annual meetings of Members shall be held at a convenient location in Shelby County, Alabama, at such time and date in the months of April or May of each year as the Board of Directors of the Association (the "Board", and any "Director") shall designate. The annual meeting shall be held for the purpose of electing Directors and for transacting any other business authorized to be transacted by the Members, including voting on any matter set forth in Section 2.14 of these Bylaws.

Section 1.6 Special Meetings. Special meetings of the Members may be called by the Board, or by Voting Members holding twenty percent (20%) of the votes entitled to be cast at meetings of the Members of the Association, for the purpose of considering and acting upon any matters of interest to the Association and its Members, and for taking any other action not inconsistent with these Bylaws and the Articles.

Section 1.7 Notice of Meetings. Notice of all meetings of the Members stating the date, time, place and object for which the meeting is called shall be mailed to each

Voting Member not less than ten (10) days prior to the date of such meetings. Such notice shall be deemed to be delivered when deposited in the United States Mail and addressed to the Voting Member at his or her address as it appears on the records of the Association, postage prepaid. Notice of meetings may be waived either before or after meetings, and such waiver shall be equivalent to the giving of notice.

Section 1.8 Voting in Person or by Proxy. A Voting Member may vote in person, or by written proxy exercised by his or her duly authorized attorney-in-fact (a proxy transmitted by e-mail or facsimile transmission shall also be accepted). 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.

Section 1.9 Quorum. At a meeting of the Members, a quorum shall consist of Voting Members entitled to cast a majority of the votes for all Lots.

Section 1.10 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 proxy shall decide the questions brought before the meeting, unless the question is one upon which, by express provision of the Act, or these Bylaws, a different number is required, in which case the express provision shall govern and control the decision in question.

Section 1.11 Consents. Any action which may be taken by a vote of a Voting Member may also be taken by written consent to such action signed by the person required to take such action if he or she were present and voting.

Section 1.12 Adjourned Meetings. If any meeting of Members cannot be organized because a quorum of Voting Members has not attended, those having voting rights who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

Section 1.13 The Order of Business. The order of business at annual meetings of Members, and as far as practical at all other meetings, shall be:

- (a) Call to order,
- (b) Calling of the roll and certifying of proxies,
- (c) Proof of notice of meeting or waiver of notice,
- (d) Reading and disposal of any unapproved minutes,
- (e) Reports of officers,
- (f) Reports of committees,
- (g) Election of Directors,
- (h) Unfinished business,
- (i) New business, and
- (j) Adjournment.

Section 1.14 Suspension of Membership and Voting Rights. During any period during which there shall have been a default in payment of any annual or special Assessment levied by the Association with respect to a Lot, the voting rights of the Voting Member for such Lot, and the rights of all Members owning such Lot and their guests to have access to Smyer Lake within the Development, may be suspended by the Association until such Assessment has been paid. Such rights may also be suspended by the Association for violation of other covenants, terms and conditions of the Lake Documents, in accordance with the provisions of Article VI of these Bylaws.

ARTICLE II

Board of Directors

Section 2.1 Initial Board Members. The initial Board of Directors consists of the five (5) persons named in the Articles, and consists of the President, past-President, Vice President, Secretary and Treasurer of the Association. Each such Director shall serve until his or her successor shall have been elected by the Members.

Section 2.2 Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members taken at any annual or special meeting of the Members, and in that event a successor Director shall be elected at such meeting of the Members.

Section 2.3 Vacancies. Any vacancy occurring in the Board in the interval between meetings of the Members may be filled by majority vote of the remaining members of the Board, and such successor shall serve for the unexpired term of his or her predecessor.

Section 2.4 Annual Meeting. An annual meeting of the Board shall be held at such location and at such time and date in April or May of each year as the Board shall designate. Notice of the place and hour of such meeting shall be given to each Director by the President or Secretary of the Association (reference Section 3.1) at least five (5) days prior to each such meeting. Such notice may be given either in writing or by telephone or e-mail.

Section 2.5 Special Meetings. Special meetings of the Board 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 by the President or Secretary either in writing or by telephone or e-mail.

Any Member(s) who have communicated to the Board an interest in attending meetings of the Board shall be notified of meetings and invited to attend.

Section 2.6 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 such notice.

Section 2.7 Quorum. A quorum shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute authorized and valid acts of the Board. 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.

Section 2.8 Powers and Duties. Subject only to those matters expressly required to have the approval of the Members as set forth in Section 2.14 of these Bylaws, the Board shall exercise all corporate powers of the Association as required by the Act, and in connection therewith 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;
- (c) To estimate the amount of the annual budget, and to make and collect annual or special Assessments against Members to defray the costs and expenses of the

Association and to enforce the collection of the same in accordance with the terms of these Bylaws and the Lake Documents;

(d) To use the proceeds of Assessments in the exercise of its powers and duties;

(e) To maintain, repair, replace, improve and operate all facilities within the Development (the "Property");

(f) To purchase insurance upon the Property, and insurance for the protection of the Association and its Members, and for the members of the Board and officers of the Association;

(g) To reconstruct improvements after casualty, and to further improve the Property;

(h) To make and amend reasonable Rules respecting the use of the Development and the Property;

(i) To enforce by legal means the provisions of the Articles, these Bylaws, the Rules and the Covenants;

(j) To retain attorneys and accountants, engineers, architects, land planners and other consultants;

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

(l) Unless otherwise provided herein or in the Lake Documents, to comply with instructions expressed by a majority vote of the Members as evidenced by a resolution duly adopted at any annual or special meeting of the Members; and

(m) Subject only to those matters expressly required to have the approval of the Members as set forth in Section 2.14 of these Bylaws, to exercise all other powers and duties of the board of directors of a corporation organized under the Act, and all powers and duties of the Board referred to in Article III of the Articles or these Bylaws, and any other powers and duties consistent with Alabama law.

Section 2.9 Compensation. No Director shall be compensated for his services as such. This provision shall not prohibit a Director from receiving compensation as an employee of the Association, provided that an agreement relating to the payment of such compensation shall have been approved by vote of the Members as provided for in Section 2.14 of these Bylaws.

Section 2.10 Managing Agent. With the approval of the Association as contemplated by Section 2.14 of these Bylaws, the Board shall be authorized to employ the services of a manager or managing agent, who may either be a Director, officer,

Member or employee of the Association, or an independent person or firm qualified to manage the Property under the supervision of the Board.

Section 2.11 Insurance. The Board shall obtain and maintain at all times, as a common expense, insurance as may be required, in their discretion, in connection with the ownership of the Property and the management of the Association.

Section 2.12 Indemnification. The officers and Directors of the Association shall have no personal liability with respect to any contract made by them on behalf of the Association, and the Association shall indemnify and hold harmless each of the officers of the Association and the members of its Board against any and all expenses, including legal fees, reasonably incurred by or imposed upon such officer or Director in connection with any action, suit or other proceeding (including settlement of any such action, suit or proceeding if approved by the Members as provided for in Section 2.14 of these Bylaws) to which he or she may be made a party by reason of being or having been an officer or Director, whether or not such person is an officer or Director at the time such expenses are incurred. The officers and Directors shall not be liable for any mistake of judgment, negligence or otherwise, except for their individual willful misfeasance or malfeasance. The officers and Directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association, and the Association shall indemnify and forever hold each such officer and Director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be

exclusive of any other rights to which any officer or Director, or former officer or Director, may be entitled. The Association shall, as a common expense, maintain adequate general liability and, if obtainable, officers' and directors' liability insurance coverages to fund this obligation.

Section 2.13 Committees. Committees may be established by the Board from time to time to advise and assist the Board in connection with the management and operation of the Association or any Property within the Development. Any such committees may be comprised of Members and/or independent persons at the discretion of the Board.

Initial committees to be established by the Board shall include, but may not be limited to, the following:

- a. A Rules Committee, to advise and assist the Board in making and enforcing reasonable Rules governing the safe use and enjoyment of Smyer Lake and other Property of the Development by the Members and their guests as provided for Article VI of these Bylaws.
- b. A Grounds Committee, to advise and assist the Board by periodically reviewing the condition of the roads, railings, landscaping, bridge, dam, spillway, houses, structures, equipment and other facilities and infrastructure comprising the Property of the Association and in consulting with contractors, engineers, planners and others with

regard to the repair, replacement, maintenance and improvement thereof, including obtaining bids and estimates as the cost thereof, and in making recommendations to the Board with respect to the implementation of the same, and with respect to capital reserve requirements which the Association may be required to establish in order to address future repair and replacement costs associated with such improvements.

c. A Membership Transfer Committee, which shall have the responsibility for reviewing and approving proposed sales or other transfers of Lots (other than sales or transfers, by testamentary disposition or otherwise, to one or more persons related by blood or marriage to Member owners of such Lot) as provided for in the Rules.

d. An Architectural Review Committee, to review plans for new construction (including substantial re-construction) on Lots or adjoining areas within Smyer Lake, and to advise the Board with respect to whether such improvements are in conformity with the Rules and Covenants.

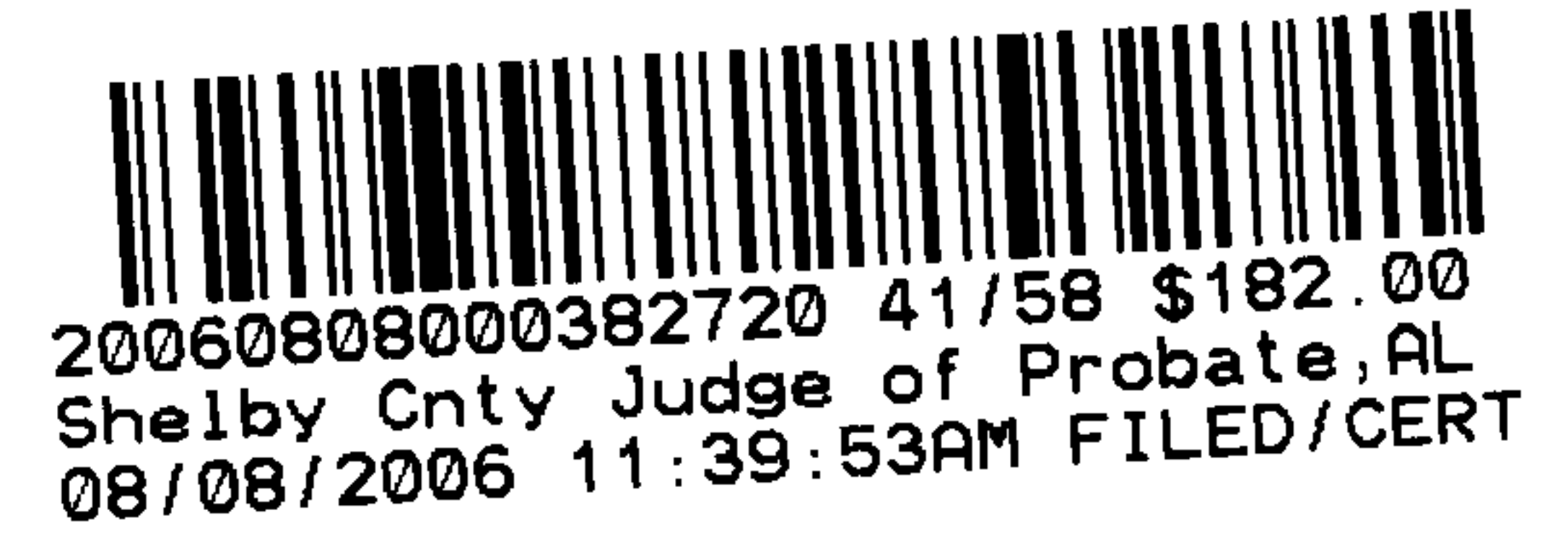
e. A Lake Committee, to monitor the water quality and condition of the lake and its suitability for recreational and fishing use by the Members and their guests; to coordinate and implement approved programs to maintain and improve water quality and eliminate undesirable aquatic vegetation; and to regularly advise and assist the Board with regard to the foregoing and as to its recommendations for any changes with regard to existing water quality improvement and aquatic vegetation control programs.

f. A Master Planning Committee, to regularly advise and assist the Board in determining how to improve the aesthetics of the Development and enhance the property values of the lake community through the adoption of architectural and landscaping policies and guidelines for the Smyer Lake Development, and through related suggestions for physical improvements to the Property and for refinements and revisions to Rules and policies of the Association.

Section 2.14 Membership Approval. The Board shall seek approval of the following by vote of the Members at an annual or special meeting of the Members:

- a. The election or removal of Directors.
- b. Any agreement providing for payment of compensation to a Director, Officer or Member (excluding expense reimbursement), or to a member of such person's immediate family.
- c. Any agreement for the employment of a managing agent for the Property as authorized under Section 2.10 of these Bylaws.
- d. Any action to enforce Rules by suspension of voting and/or lake access rights.
- e. Filing suit or imposing a lien against a Member to enforce payment of an Assessment.
- f. The filing of any lawsuit by the Association, or the settlement or other disposition of any lawsuit filed by or against the Association.
- g. Any new capital projects (i.e. ones not covered by a previous budget or a Member-approved resolution) involving an expenditure of \$10,000 or more.

- h. Any amendments to these Bylaws, or to the Rules or Covenants.



ARTICLE III

Officers

Section 3.1 Election. At each annual meeting, the Board shall elect the following officers of the Association:

(a) A president ("President"), who shall be a Director and who shall preside over the meetings of the Board and of the Members, and who shall be the chief executive officer of the Association.

(b) A vice-president ("Vice President"), who shall be a Director, and who shall, in the absence or disability of the President, perform the duties and exercise the powers of the President.

(c) A secretary ("Secretary"), who shall be a Director, and who shall keep the minutes of all meetings of the Board 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 ("Treasurer"), who shall keep the financial records and books of the account of the Association.

(e) Such additional officers as the Board shall see fit to elect.

Section 3.2 Powers. The respective officers shall have the powers vested in such officer of a nonprofit corporation under the Act; provided, that the Board may delegate any specific powers to any officer, or impose such limitations or restrictions upon the powers of any officer, as the Board may see fit.

Section 3.3 Term. Each officer shall hold office for the term of one (1) year and until his or her successor shall have been elected and qualified.

Section 3.4 Vacancies. Vacancies in any office shall be filled by the Board at any annual or special meeting thereof. Any officer may be removed at any time by a majority vote of the Board at a special meeting called for such purpose.

Section 3.5 Compensation. The officers shall receive no compensation for their services, unless otherwise expressly provided for in a resolution duly adopted by the Board and approved by the Members in accordance with Section 2.14 of these Bylaws.

ARTICLE IV

Section 4.1 Common Expenses Defined. "Common Expenses" means the expenses arising out of the ownership of the Property, including expenses incurred in the maintenance, improvement and repair of the Property, including reserves, if any, whether incurred or estimated by the Board, for which the Members shall be liable in conformity with the provisions of these Bylaws. The term "Common Expenses" shall also include all expenses incurred with the authorization of the Board which are reasonably necessary for the operation of the Association as more specifically described in this Article IV.

Section 4.2 Assessments. The Association shall have the power to fix and determine from time to time the sum or sums necessary and adequate to provide for the Common Expenses ("Assessments"). The making and collection of Assessments against Members shall be pursuant to the following provisions:

(a) Share of Common Expenses. Each Member shall be liable for a proportionate share of the Common Expenses, such proportion being the ratio that the number of Lots owned by each Member bears to the total number of Lots in the Development. Common Expenses shall include, but not be limited-to, costs and expenses of operation, maintenance and management of the Property: expenses incurred for the construction of additional improvements, facilities, landscaping and other amenities within the Development approved by vote of the Members; property taxes and assessments against the Property; operating expenses of the Property and the Association; all costs for repairs

and replacement to roads, bridges, dams, rails, fencing, ramps and other Property and improvements upon or within the Development; charges for utilities and water used in common for the benefit of the Members; expenses and liabilities incurred by the Association in and about the enforcement of its rights against Members or others; accounting, legal or other professional fees incurred for services performed on behalf of the Association; Association expenses, and the cost of any agreements between the Association and others for the maintenance and repair of the Property; and the creation of reasonable contingency or reserve requirements for the repair and replacement of all Property and for the protection of the Association and the Members (e.g. reserves for replacements, maintenance, repairs, and operating reserves to cover deficiencies in collections).

(b) Interest and Application of Payments. Assessments and installments thereon paid on or before thirty (30) days after the date when due shall not bear interest, but all sums not paid on or before thirty (30) days after the date when due shall bear interest at the rate of ten percent (10%) per annum from the date when due until paid, or if said rate of interest is prohibited by law, then at the highest legal rate permitted. All payments shall be applied first to interest, and then to principal in the order the Assessments became due.

(c) Late Charges. At the discretion of the Board, a late charge penalty of Twenty Five Dollars (\$25.00) may be assessed for each payment which is delinquent for fifteen

(15) days or more, and additional charges in that amount shall continue to accrue for each successive thirty (30) day period that such obligation shall remain outstanding.

(d) Liens for Assessments. Each Member shall be liable for Assessments and special Assessments authorized under these Bylaws, and for his proportionate share of the Common Expenses, together with interest and late charges on any unpaid Assessment, for which the Association shall have a lien against the Lot owned by such Member, except that such lien shall be subordinate to prior bona fide liens of record. Reasonable attorney's fees incurred by the Association incident to the collection of such Assessments or the enforcement of such lien, together with all sums advanced and paid by the Association for taxes and payments on account of superior mortgages, liens or encumbrances which may be advanced by the Association in order to preserve and protect its lien, shall also be payable by the Member and secured by such lien. The Association may take such action as it deems necessary to collect Assessments either by personal action against the record owner(s) of the Lot against which such Assessment has been made, or by enforcing and foreclosing said lien, or by exercising both of such remedies. The Association may settle and compromise any Assessment if it is deemed to be in its best interest to do so. The Association shall be entitled to bid at any sale held in connection with the foreclosure of an Assessment lien, and may apply as a cash credit against its bid all sums secured by the lien enforced.

(e) Notices to First Mortgagees. The holder of a first mortgage on a Lot, upon request, will be entitled to written notification from the Association of any default in the

performance by the owner(s) of the Lot subject to such mortgage of any obligation under these Bylaws which shall not have been cured within thirty (30) days.

(f) First Mortgagees. If the holder of a first mortgage or other purchaser of a Lot at foreclosure sale obtains title to a Lot as a result of foreclosure of the first lien, or if such mortgagee accepts a deed to a Lot in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for any Assessments levied and accrued prior to its acquisition of title, and such unpaid Assessment shall be deemed to be a Common Expense collectible from all of the Members, excluding such acquirer, or him or its successors and assigns.

(g) Other Purchasers. Except as provided in Section 4.2(f) above, no person who acquires an interest in a Lot, including persons acquiring title by operation of law and purchasers at judicial sales, shall be entitled to occupy the Lot or use the Property until all unpaid Assessments due and owing by the former owner have been paid. The Association shall have the right to assign its claim and lien rights for the recovery of any unpaid Assessments to any party.

(h) Certificate. Any Member, or any purchaser of a Lot prior to the completion of a voluntary sale, or the holder of a mortgage or other lien on any Lot, may obtain from the Association a certificate showing the amount of any unpaid Assessment pertaining to such Lot which shall be provided by the Association within ten (10) days of the request therefor. Any person other than the Member at the time such certificate is issued who

relies upon the same shall be entitled to rely thereon, and all liability for such unpaid Assessment shall be limited to the amount set forth in such certificate.

Section 4.3 Accounting Records. The Board shall provide for the maintenance of accounting records for the Association, such records to be maintained in accordance with generally accepted accounting principles.

Section 4.4 Annual Budget. The Board shall cause to be prepared an estimated annual budget for each fiscal year of the Association, which budget shall take into account both the capital budget and the operating budget for the ensuing year, which together shall constitute the common expenses constituting an Assessment against each Member as herein provided for. The capital and operating budgets shall be established as follows:

(a) Capital Budget: The Board shall cause to be prepared an estimated capital budget for each fiscal year of the Association. Such budget shall take into account the number and nature of any replacement assets comprising the Property, the expected life of each such asset, the expected repair and/or replacement cost, and all other information required to establish a capital repair and replacement reserve for such asset for the ensuing year. The Board shall set the required capital contribution, if any, in an amount sufficient to meet the projected capital needs of the Association, as shown on the capital budget, with respect to both amount and timing, by equal annual assessments over the period of the budget. The capital contribution required shall be as fixed by the Board, and

shall constitute a component of the annual Assessment for the Common Expenses of the Corporation. A copy of the capital budget shall be distributed to each Member in the same manner as the operating budget.

(b) Operating Budget. The Board shall cause to be prepared an estimated operating budget for each fiscal year of the Association. Such budget shall take into account the estimated expenses and cash requirements for the year, including any salaries, wages, payroll taxes, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, power, ad valorem and other taxes, and other expenses. The operating budget shall also take into account any estimated net available cash income for the year from the operation or use of the Property, and shall also provide for amounts required to make up for any deficit in any prior year and/or establish a general reserve for contingencies for the year. To the extent that the Assessments and other cash income collected from the Members 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.

Section 4.5 Assessments. The estimated annual budget for each fiscal year shall be approved by the Board, and copies thereof shall be furnished by the Board to each Member not later than ninety (90) days after the beginning of such year, together with a statement as to the date(s) on which the Assessment shall be payable (which may be a single, annual payment, or semi-annual, quarterly or monthly installments). Each Member shall pay his prorata share of the Assessment for such year as shown by the

annual budget. The Board may cause to be sent to each Member on or before any installment payment of an Assessment comes due a statement of such Assessment, but the failure to send or to receive such statement shall not relieve any Member of his obligation to pay his Assessment on or before the date(s) set forth in the annual notice from the Board herein provided for. If the Board 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 Member shall continue to pay the amount of his Assessment in the amount and manner as last determined. Each Member shall pay his Assessment in the manner as may be directed by the Board. No Member shall be relieved of his obligation to pay his Assessment by abandoning or not using his or her Lot or the Property. In the event of any failure by a Member to pay an Assessment in a timely manner as herein provided for, the Board may accelerate all remaining Assessment installments due for the balance of the term covered by the annual budget, and the same shall thereupon become immediately due and payable.

Section 4.6 [Intentionally Omitted]

Section 4.7 Annual Statements. Within ninety (90) days after the end of each year covered by an annual budget, or as soon thereafter as shall be practicable, the Board shall cause to be furnished to each Member a statement for such year so ended, showing the receipts and expenditures and such other information as the Board may deem desirable.

Section 4.8 Accounts. The Board shall cause to be kept a separate account record for each Member showing the Assessments charged to and paid by such Member, and the status of such Member's account from time to time. Upon ten (10) days notice to the Board, any Member shall be furnished a statement of his account setting forth the amount of any unpaid Assessments or other charges due and owing for such Member.

Section 4.9. Supplemental Budget and Assessments. If during the course of any year, it shall appear to the Board that the monthly 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 Member, and thereupon a supplemental Assessment shall be made to each Member for his proportionate share of each supplemental budget.

Section 4.10 Payment of Assessments. It shall be the duty of every Member to pay his proportionate share of the Common Expenses assessed in the manner herein provided. If any Member shall fail or refuse to make any such payments when due, the Association and the Board shall have the authority to exercise and enforce any and all rights and remedies as provided for in these Bylaws, or otherwise available at law or in equity, for the collection of all unpaid Assessments.

Section 4.11 Records. The Board shall cause to be kept accurate records of the receipts and expenditures affecting the 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 Members or their authorized representatives at convenient hours of week days. Such payment vouchers may be approved in such manner as the Board shall determine.

Section 4.12 Liens. The Association shall have a lien on each Lot for any unpaid Assessment duly made by the Association for a share of Common Expenses, together with interest thereon and reasonable attorneys fees. Such lien shall be effective from and after the time of recording in the public records of Shelby County of a claim of lien stating the description of the Lot, the name of the record owner, the amount due and the date when due. Such claim of lien shall include only sums which are due and payable when the claim of lien is recorded, and shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by the lien, the party making payment shall be entitled to receive, upon request, a recordable satisfaction of lien. All such liens shall be subordinate to any lien for taxes, the lien of any prior mortgage of record, and to any other lien recorded prior to the time of recording of the Association's lien notice.

(a) Upon any voluntary conveyance of a Lot, the grantor and grantee of such Lot shall be jointly and severally liable for all unpaid Assessments pertaining to such Lot duly made by the Association or accrued up to the date of such conveyance without

prejudice to the right of the grantee to recover from the grantor any amounts paid by the grantee, but the grantee shall be exclusively liable for those accruing after the grantee has become the Lot owner.

(b) Liens for unpaid Assessments may be foreclosed by an action brought in the name of the Association in the same manner as a foreclosure of a mortgage on real property. The Association shall have the power to bid in the Lot at foreclosure sale, and to acquire, hold, lease, mortgage and convey the same. An action to recover a money judgment for unpaid Assessments may be maintained by the Association without waiving the lien securing the same.

ARTICLE V

Use and Occupancy Restrictions

The use of the Lots and the Property shall be in accordance with the terms of these Bylaws, the Covenants, and the Rules from time to time established by the Board for the use of the property in accordance with Article VI of these Bylaws.

ARTICLE VI

Rules and Regulations

Section 6.1 Authority and Enforcement. Subject to approval of the Members as may be required pursuant to Section 2.14 or this Article VI, the Board shall have the authority to make and to enforce reasonable Rules governing the conduct, use, and enjoyment of the Property and the Development, to supplement, amend and terminate the same from time to time, provided that copies of all such Rules and amendments thereto shall be furnished to all Members. The Board shall have the power to impose reasonable fines which shall constitute a lien upon the Lot of the Member involved, which fines shall constitute an Assessment enforceable in accordance with the terms of these Bylaws, and to suspend a Member's right to use the Property and/or to vote for violation of any duty imposed under these Bylaws or any Rules duly adopted hereunder. Rules in the form attached to these Bylaws as Exhibit _____ are hereby adopted and approved as the initial Rules of the Association, and any amendments thereto shall be subject to the recommendation of the Board and the approval of the Members in accordance with Section 2.14 of these Bylaws.

Section 6.2 Procedure. The Board shall not impose a fine, suspend voting, enforce a protested Assessment or infringe upon any other rights of a Member or other occupant of a Lot for violation of Rules unless and until the following procedure is followed;

(a) Demand. Written demand for payment or to cease and desist from an alleged violation shall be served upon the alleged violator specifying: (i) the alleged violation; (ii) the action required to abate the violation, and (iii) a time period of not less than ten

(10) days, during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of sanction after notice and hearing if the violation is not continuing.

(b) Notice. Within twelve months of such demand, if the violation continues past the period allowed in the demand for abatement, or if the same rule is subsequently violated, the Board shall serve the violator with written notice of a hearing to be held by the Board in session. The notice shall contain: (i) the nature of the alleged violation; (ii) the time and place of the hearing, which time shall be not less than ten (10) days from the giving of the notice; (iii) an invitation to attend the hearing and produce any statement, evidence and witnesses on his or her behalf; and (iv) the proposed sanction to be imposed.

(c) Hearing. The hearing shall be held in executive session pursuant to the above notice affording the Member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the officer or director who delivered such notice. The notice requirement shall be deemed satisfied if an alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

(d) Members Approval. With respect to any decision by the Board to suspend a Member's right to use the Property and/or vote because of a Rules violation, the Board shall seek and obtain approval of the Members in accordance with the provisions of Section 2.14 of these Bylaws.

ARTICLE VII

Dissolution

Section 7.1 Dissolution. The Association shall be dissolved upon the happening of (a) the recommendation of a vote for dissolution by a two-thirds (2/3) majority of the Board, and (b) following an affirmative vote by the Board for dissolution, by a vote for dissolution by a two thirds (2/3) majority of all Voting Members at a meeting duly called for such purpose in accordance with these Bylaws. In the event of affirmative votes of dissolution by both the Board and the Members, a plan of distribution shall be adopted in accordance with the Act and all assets of the Association shall be distributed in accordance with Section 7.2 of this Article VII

Section 7.2 Distribution of Assets on Dissolution. If the Association is dissolved, all assets of the Association shall be applied and distributed as follows: (a) all liabilities and obligations of the Association shall be paid, satisfied and discharged, or adequate provisions shall be made therefor; and (b) all remaining assets of the

Association shall be distributed to the Members of the Association in equal shares per Lot in the manner specified in a plan of distribution adopted as provided for in the Act.

Section 7.3 Amendment. This Article VII may not be amended by the Board without the concurrence of a vote by a two-thirds (2/3) majority of all Voting Members at a meeting duly called and held in accordance with these Bylaws.

ARTICLE VIII

Miscellaneous

Section 8.1 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, affixed or otherwise reproduced on any document.

Section 8.2 Fiscal Year. The fiscal year of the Corporation shall be that period of twelve (12) months ending on the last day of _____ of each year.

Section 8.3 Bank Accounts. The Board 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(s) or agent(s) of the Association, and in such manner as shall be determined from time to time by resolution of the Board.

Section 8.4 Notice. Whenever any notice or demand is required to be given by these Bylaws, the same shall be given in the manner provided for in Section 1.7 of these Bylaws.

Section 8.5 Waiver of Notice. Whenever any notice is required to be given under the provisions of any law, or under the provisions of the Articles or these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether signed before or after the time stated therein, shall be deemed equivalent thereto.

Section 8.6 Captions. The captions contained herein are for convenience and for reference only and shall not be deemed a part of these Bylaws or construed in any way as limiting or amplifying the terms and provisions of these Bylaws.

Section 8.7 Gender and Grammar. The singular whenever used herein shall be construed to mean the plural where applicable and the necessary grammatical changes required to make the provisions hereof shall apply either to corporations, partnerships or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Section 8.8 Provisions Severable. If any term or provision of these Bylaws or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of these Bylaws, or the application of such term or provision to persons or circumstances other than those to which it is held to be invalid or unenforceable, shall not be affected thereby, and each term and provision hereof shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE IX

Amendments

Except as otherwise provided for in Article VII hereof, these Bylaws may be amended or modified from time to time by the vote of a majority of the Board, and approved by vote of the Members as provided for in Section 2.14 of these Bylaws, and any such amendment shall be set forth in writing, signed by the Secretary of the Board, and distributed to the Members in the manner provided for in Section 8.4 of these Bylaws, whereupon such amendment shall be effective.

The foregoing were adopted as' the Bylaws of Smyer Lake Association, Inc., an Alabama nonprofit corporation, at the first meeting of the Board on _____, 2006.

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Jefferson County, Alabama
07/14/2006 02:18:18 PM NPAMEND
Fee - \$11.00
Total of Fees and Taxes-\$11.00
WILSONN