

**ARTICLES OF RESTATEMENT OF THE
ARTICLES OF INCORPORATION
OF
SAUNDERS BRIDGE HOMEOWNERS ASSOCIATION, INC.
(THE "ASSOCIATION")**

Pursuant to the provisions of Sections 10-3A-80 through 10-3A-84 of the Alabama Nonprofit Corporation Act, as amended, the undersigned Association adopts the following Articles of Restatement to its Articles of Incorporation:


FIRST: The name of the Association is Saunders Bridge Homeowners Association, Inc.

SECOND: The Restated Articles of Incorporation, attached hereto as Exhibit A and incorporated herein, are lawfully adopted as the Articles of Incorporation of the Association and supersede the original articles of incorporation and all amendments thereto.

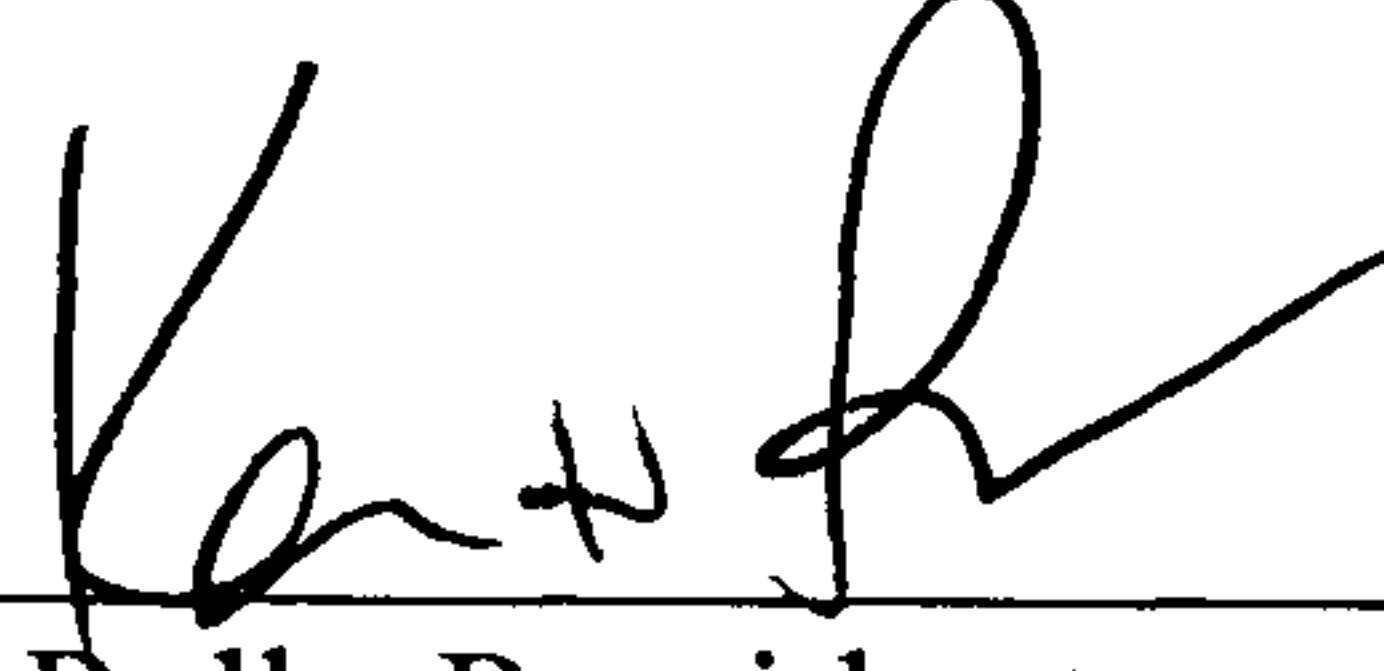
THIRD: The restatement was duly adopted by the unanimous written consent of the Board of Directors of the Association as of January 5, 2007.

(signature page follows)

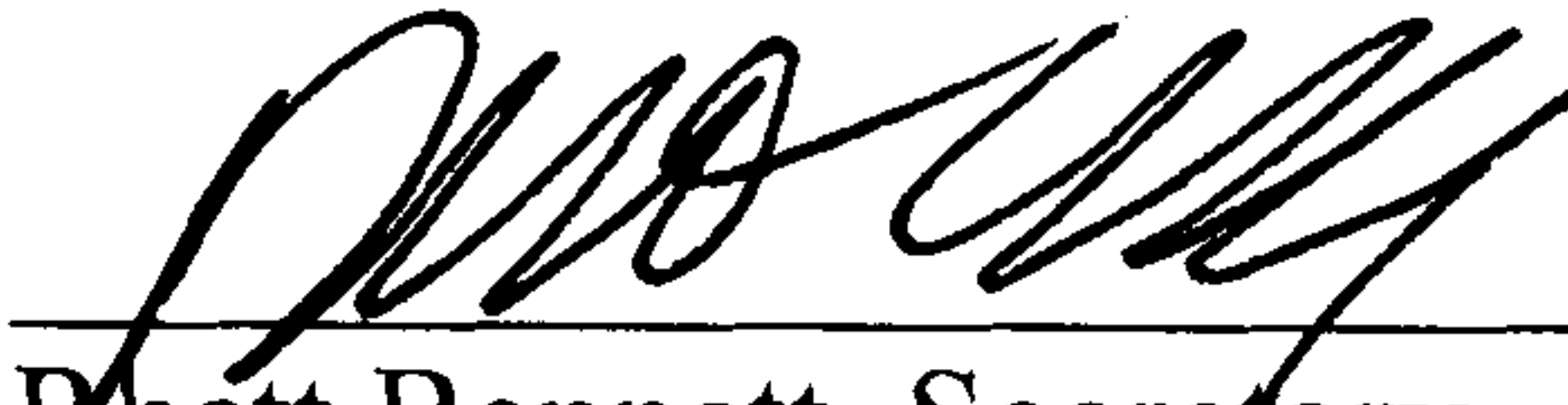
Dated January 5, 2007.


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Shelby Cnty Judge of Probate, AL
01/30/2007 12:09:15PM FILED/CERT

**SAUNDERS BRIDGE HOMEOWNERS
ASSOCIATION, INC.**



Kenneth Polk, President



Rhett Bennett, Secretary



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EXHIBIT A

Restated Articles of Incorporation

(See Attached)

**RESTATED ARTICLES OF INCORPORATION
OF
SAUNDERS BRIDGE HOMEOWNERS ASSOCIATION, INC.**

For the purpose of restating the Articles of Incorporation of Saunders Bridge Homeowners Association, Inc. (the "Association") pursuant to Sections 10-3A-80 through 10-3A-84 of the Alabama Nonprofit Association Act, as amended (hereinafter referred to as the "Act"), the undersigned does hereby sign and adopt these Restated Articles of Incorporation of the Association to be filed in the Office of the Judge of Probate of Shelby County, Alabama.

**ARTICLE 1
NAME**

The name of the Association shall be "Saunders Bridge Homeowners Association, Inc."

**ARTICLE 2
PERIOD OF DURATION**

The duration of the Association shall be perpetual unless sooner terminated in accordance with the Act.

**ARTICLE 3
PURPOSES AND POWERS**

3.1 Not For Profit. The Association does not contemplate monetary gain or profit to its Members (as defined in Article 4 below).

3.2 Purposes. The specific purposes for which the Association is formed are to (i) provide for the maintenance, preservation and architectural control of that certain tract of real property and related improvements more particularly described on Exhibit A attached hereto and made a part hereof (the "Development"); (ii) to promote the health, safety and welfare of the Members; and (iii) to exercise all rights and perform all duties and other obligations of the Association as set forth herein, in the Declaration of Easements, Protective Covenants and Restrictions for Saunders Bridge, a Residential Subdivision, as recorded or as will be recorded in the Office of the Judge of Probate of Shelby County, Alabama (as same may be amended or restated from time to time, the "Declaration") and in the Bylaws of the Association (as same may be amended or restated from time to time, the "Bylaws"), related to the Development.

3.3 Powers. For the aforementioned purposes, the Association shall have the authority to exercise the following powers:

(a) To exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the Declaration applicable to the Development, said Declaration being incorporated herein as if set forth at length;

3.4 Liquidation. Upon the liquidation or dissolution of the Association, whether voluntary or involuntary, no private person, director, or officer shall be entitled to any distribution or division of its remaining property or its proceeds.

ARTICLE 4

MEMBERSHIP

4.1 Members. Every person or entity who is a record owner of a fee or undivided fee interest in any individual lot that is part of the Development (a "Lot") which is subject by covenant of record to assessment by the Association, including contract sellers, shall be a member of the Association (such persons or entities being referred to herein collectively as the "Members" and individually as a "Member"). Persons or entities who hold an interest in any Lot which is subject by covenant of record to assessments by the Association merely as security for the performance of an obligation shall not be and are not Members. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

4.2 Voting. Each Member shall be entitled to one (1) vote for each Lot owned by such Member. For purposes of this Section 4.2, the Developer shall be deemed to be a Member of the Association for voting purposes and shall be entitled to one (1) vote for each Lot owned by the Developer in the Development. When multiple persons or entities hold an interest in any Lot, all such persons or entities shall be deemed to be Members and the vote for such Lot shall be exercised as they may among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

ARTICLE 5

REGISTERED OFFICE AND REGISTERED AGENT

5.1 Registered Office. The address and location of the initial registered office of the Association shall be c/o TP Development Company, LLC, 1200 Twin Pines Road, Sterrett, Alabama 35147.

5.2 Registered Agent. The initial registered agent at such address shall be Kenneth Polk.

ARTICLE 6

INITIAL BOARD OF DIRECTORS

6.1 Number. The number of directors constituting the initial Board shall be three (3).

6.2 Initial Directors. The names and addresses of the persons who are to serve as directors until the first annual meeting of the Board or until their successors are elected and qualify are:

DIRECTOR

ADDRESS

Rhett Bennett

1200 Twin Pines Road
Sterrett, Alabama 35147

Kenneth Polk

1200 Twin Pines Road
Sterrett, Alabama 35147

C. Crawford Williams, Jr.

2140 11th Avenue South
Suite 410, The Park Building
Birmingham, Alabama 35205

6.3 Election of Directors. Except as set forth in the Declaration or unless the Bylaws provide otherwise, at the first annual meeting, the Members shall elect directors such that the terms of office of at least one-third (1/3) of the directors shall expire one (1) year from the date of election, the term of office of at least one-third (1/3) of the directors shall expire two (2) years from the date of election and the term of office of the remaining directors shall expire three (3) years from the date of election. At each annual meeting thereof, the directors shall be elected to replace the directors whose term of office has expired.

ARTICLE 7
INCORPORATOR

The name and address of the incorporator of the Association is **[TP Development Company, LLC, 1200 Twin Pines Road, Sterrett, Alabama 35147.]**

ARTICLE 8
INTERNAL AFFAIRS

8.1 Regulation. The following provisions for the regulation of the business and for the conduct of the affairs of the Association and the directors thereof are hereby adopted:

(a) The initial Bylaws shall be adopted by the Board. The power to alter, amend or repeal the Bylaws or adopt new Bylaws shall be vested in the Board, except to the extent otherwise provided in the Bylaws or the Declaration, which power may be exercised in the manner and to the extent provided in the Bylaws. The Bylaws may contain any provisions for the regulation and conduct of the affairs of the Association and the directors not inconsistent with the Act or these Articles.

(b) All corporate 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. Directors shall be elected in the manner provided in these Articles unless otherwise set forth in the Bylaws or the Declaration. The number of directors of the Association shall be fixed from time to time by the Bylaws, or, in the absence of such a provision in the Bylaws, the number of directors shall be three (3). The number of directors may be increased or decreased from time to time by amendment to the Bylaws or in the manner provided for therein,

provided that the Board shall consist of not less than three (3), and that no decrease shall have the effect of shortening the term of any incumbent director. The term of each director in office shall be one (1) year and until his or her successor shall have been elected and qualified.

(c) Any contract or other transaction that is fair and reasonable to the Association and is in furtherance of the Association's exempt purpose, between the Association and one or more of its directors, or between the Association and any corporation, partnership or other entity of which one or more of its directors are shareholders, directors, officers, partners, members or employees, or in which they are financially interested, shall be valid for all purposes, notwithstanding the presence of the director or directors at the meeting of the Board or any committee thereof that acts upon, or in reference to, the contract or transaction, if either the fact of such interest shall be disclosed or known to the Board or such committee, as the case may be, and the Board or such committee shall, nevertheless, authorize or ratify the contract or transaction. The interested director or directors shall not be counted in determining whether a quorum is present and shall not be entitled to vote on such authorization or ratification. This paragraph shall not be construed to invalidate any contract or other transaction that would otherwise be valid under the common and statutory law applicable to it. Each and every person who may become a director of the Association is hereby relieved from any liability that might otherwise arise by reason of his or her contracting with the Association for the benefit of himself or herself or any corporation, partnership or other entity in which he or she may be in any wise interested.

8.2 Additional Provisions. In amplification and not in limitation of the provisions of applicable law:

(a) Pursuant to Section 10-11-1 *et seq.*, Code of Alabama, 1975, as amended, all non-compensated directors, trustees, members of governing bodies, and officers of the Association shall be immune from suit and shall not be subject to civil liability arising from the conduct of the affairs of the Association except when the act or omission of such person that gives rise to the case of action amounts to willful or wanton misconduct or fraud or gross negligence.

(b) The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed claim, action, suit or proceeding, whether civil, criminal, administrative or investigative, including appeals (other than an action by or in the right of the Association), by reason of the fact that he or she is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, partner, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such claim, action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any claim, action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and

in a manner that he or she reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

(c) The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed claim, action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he or she is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, partner, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association and except that no indemnification shall be made with respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Association unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

(d) To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsections (a) and (b), or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith, notwithstanding that he or she has not been successful on any other claim, issue or matter in any such action, suit or proceeding.

(e) Any indemnification under subsections (a) and (b) (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in subsections (a) and (b). Such determination shall be made (1) by the Board by a majority vote of the directors who were not parties to, or who have been wholly successful on the merits or otherwise with respect to, such claim, action, suit or proceeding, or (2) if a majority of disinterested directors so directs, by independent legal counsel in a written opinion.

(f) Expenses (including attorneys' fees) incurred in defending a civil or criminal claim, action, suit or proceeding may be paid by the Association in advance of the final disposition of such claim, action, suit or proceeding as authorized in the manner provided in subsection (d) upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount if and to the extent that it shall ultimately be determined that he or she is not entitled to be indemnified by the Association as authorized in this Section.

(g) The indemnification authorized by this Section shall not be deemed exclusive of and shall be in addition to any other rights to which those indemnified may be entitled under any statute, rule of law, provision of articles or certificate of incorporation,

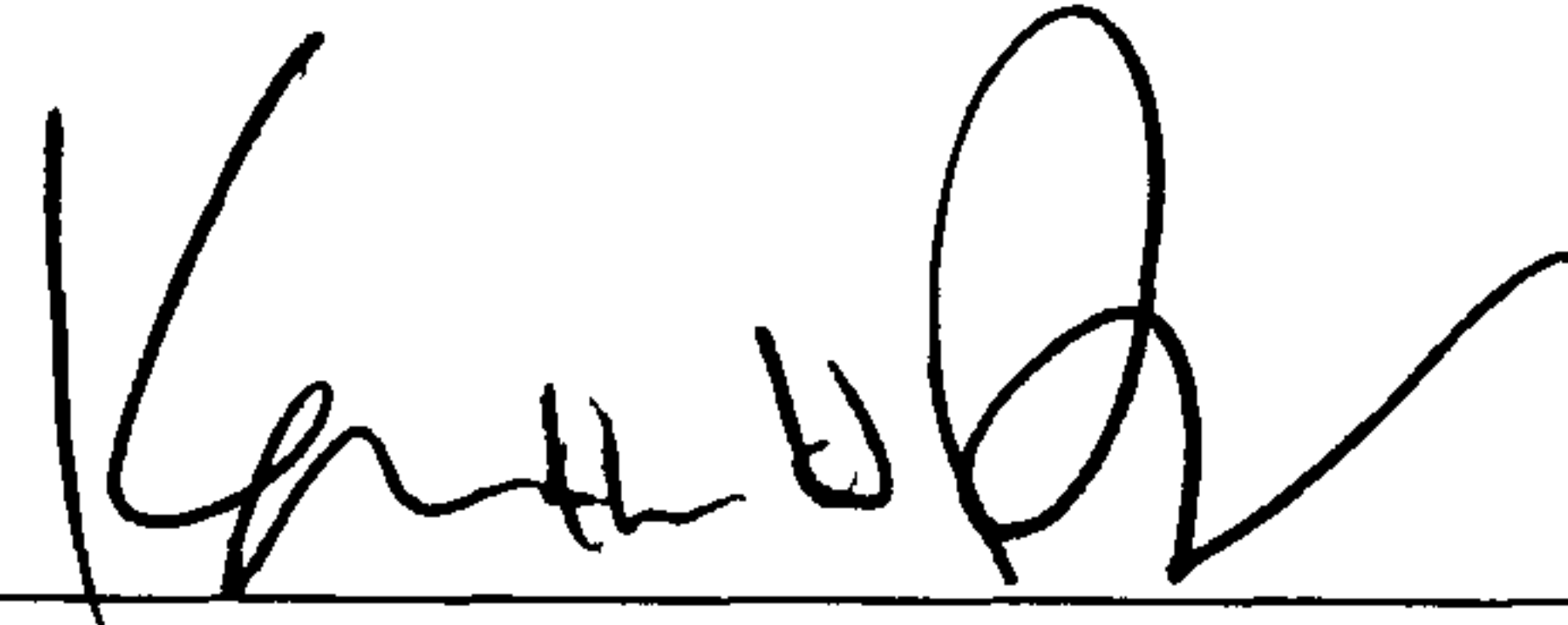
Bylaws, agreement, vote of disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

(h) The Association shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, partner, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of this Section.

8.3 The Association reserves the right from time to time to amend, alter or repeal each and every provision contained in these Articles, or to add one or more additional provisions, upon a vote of a majority of the directors in office.

(signature page follows)

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed
as of i-22, 2007.



Kenneth Polk, Managing Member of TP
Development Company, LLC



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Shelby Cnty Judge of Probate, AL
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EXHIBIT A

(Description of Property)

Exhibit A
Legal Description for Saunder's Bridge

PARCEL I:

The Northeast 1/4 of the Southwest 1/4 lying North of Twin Pine Road and also the Northwest 1/4 of the Southeast 1/4 lying North and West of Twin Pines Road, all in Section 23, Township 18 South, Range 1 East, being situated in Jefferson County, Alabama.

PARCEL II:

The Southwest 1/4 of the Southwest 1/4 of Section 23, Township 18 South, Range 1 East and the Northwest 1/4 of Section 26, Township 18 South, Range 1 East, Shelby County, Alabama as follows:

Begin at a 4" Channel iron found at the accepted Northwest corner of Section 26 and the Southwest corner of Section 23, Township 18 South, Range 1 East, Shelby County, Alabama, and run in a Northerly direction along the accepted West line of the Southwest 1/4 of the Southwest 1/4 of said Section 23, a distance of 1323.26 feet to the accepted Northwest corner of said 1/4-1/4 section, being an old rebar with a new plastic cap bearing R.L.S. Number 4092, Raymond Shakleford and the name "Southern Land Surveying Company", thence turn an interior angle of 90 degrees 55 minutes 56 seconds and run to the right in an Easterly direction along the accepted North line of said 1/4-1/4 section a distance of 1347.84 feet to a 1" rebar found at the accepted Northeast corner of said 1/4-1/4 section, thence turn an interior angle of 90 degrees 58 minutes 42 seconds and run to the right in a Southerly direction along the accepted East line of said 1/4-1/4 section a distance of 1241.59 feet to a 1" steel bar found in a rock pile at the accepted Southeast corner of said 1/4-1/4 section, thence turn an interior angle of 267 degrees 41 minutes, 41 seconds and run to the left in an Easterly direction along the accepted North line of the Northeast 1/4 of the Northwest 1/4 of Section 26, Township 18 South, Range 1 East, Shelby County, Alabama a distance of 1327.21 feet to a pine knot found at the accepted Northeast corner of said 1/4-1/4 section; thence turn an interior angle of 90 degrees 55 minutes 34 seconds and run to the right in a Southerly direction along the accepted East line of the Northwest 1/4 of Section 26 a distance of 2634.77 feet to a 1.25" open pipe found at the accepted Southeast corner of said 1/4 section; thence turn an interior angle of 90 degrees 51 minutes 32 seconds and run to the right in a Westerly direction along the accepted South line of accepted Southwest corner of said 1/4 section; thence turn an interior angle of 89 degrees 38 minutes 44 seconds and run to the right in a Northerly direction along the accepted West line of said 1/4 section a distance of 2605.21 feet, more or less, to the Point of Beginning.

PARCEL III:

Tract A:

All that part of the Northeast 1/4 of the Southwest 1/4 of Section 23, Township 18 South, Range 1 East, Shelby County, Alabama, lying South and East of dirt road.

Tract B:

Begin at the Southeast corner of the Northwest 1/4 of the Southeast 1/4 of Section 23, Township 18 South, Range 1 East; thence run West along the South line thereof for a distance of 1347.97 feet to the Southwest corner; thence turn right 90 degrees 55 minutes 57 seconds and run North along the West line thereof for a distance of 259.20 feet; thence right 60 degrees 14 minutes 01 seconds for a distance of 158.04 feet; thence left 23 degrees 07 minutes 52 seconds for a distance of 11.05 feet; thence right 54 degrees 35 minutes 14 seconds for a distance of 1201.33 feet to the East line thereof; thence right 87 degrees 38 minutes for a distance of 288.13 to the Point of Beginning.

PARCEL IV:

The Southwest Quarter of the Southeast Quarter and the Southeast Quarter of the Southwest Quarter, Section 23, Township 18 South, Range 1 East.

PARCEL V:

A parcel of land situated in the East half of Section 27, Township 18 South, Range 1 East, Shelby County, Alabama and being more particularly described as follows:

Commence at the channel iron marking the Northeast corner of said Section 27, Township 18 South, Range 1 East; thence proceed South 0 degrees 06 minutes 27 seconds East (Astronomical Bearings) along the East line of said Section 27, 400.00 feet to an iron pin set at the point of beginning of said parcel; thence continue along previous course and said East line of Section 27, 1971.00 feet to an iron pin set; thence proceed South 89 degrees 53 minutes 33 seconds West 312.00 feet to an iron pin set; thence proceed North 0 degrees 06 minutes 27 seconds West parallel to the East line of said Section 27, 1659.00 feet to an iron pin set; thence proceed North 44 degrees 53 minutes 33 seconds East, 441.24 feet to the point of beginning of said parcel.

PARCEL VI:

The Southeast Quarter of the Southeast Quarter of Section 22, Township 18 South, Range 1 East.



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State of Alabama Shelby County

Certificate of Incorporation Restated and Amended Of

SAUNDERS BRIDGE 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 SAUNDERS BRIDGE 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 SAUNDERS BRIDGE 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 January, 2007.

Patricia Yeager Fuhrmeister

Patricia Yeager Fuhrmeister
Judge of Probate

