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STATE OF ALABAMA)

COUNTY OF SHELBY)



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Shelby Cnty Judge of Probate, AL
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**ARTICLES OF AMENDMENT TO
ARTICLES OF INCORPORATION OF
ALAGA LANDING HOMEOWNERS ASSOCIATION

A NON PROFIT CORPORATION**

Pursuant to the Code of Alabama, Sections 10A-3-4.01 and 10A-3-4.02, the undersigned corporation, **Alaga Landing Homeowners Association**, a nonprofit corporation organized and existing under the laws of the State of Alabama, hereby submits the following:

1. **Name.** The name of the corporation is Alaga Landing Homeowners Association (the “**Corporation**” or the “**Association**”).
2. **History.** The Articles of Incorporation of the Corporation were filed on July 12, 2007 with the Judge of Probate of Shelby County, Alabama.
3. **Amendment.** The Articles of Incorporation shall now be amended as follows:

ARTICLE I through ARTICLE VII shall be deleted in their entirety and the following shall be substituted in lieu thereof:

ARTICLE I
NAME

The name of the Corporation shall be Alaga Landing Owners Association, Inc., and any and all references to Alaga Landing Homeowners Association shall hereafter be deemed to refer to Alaga Landing Owners Association, Inc. (hereinafter the “**Corporation**” or the “**Association**”).

ARTICLE II
PERIOD OF DURATION

The Association shall exist perpetually, unless terminated according to the terms of these Articles.

ARTICLE III
NOT FOR PROFIT

This Association is not organized for profit and the purpose for which the Association is organized is to provide an entity for the acquisition, operation, management, maintenance, care, control and administration of all those properties known as the Alaga Landing Subdivision (the “**Subdivision**”), pursuant to the Declaration of Covenants, Conditions and Restrictions for Alaga Landing Subdivision (the “**Declaration**”), having been recorded in the

Probate records of Chilton County, Alabama, as it may be amended from time to time. Any income received by the Association shall be applied only to the non-profit purposes and objectives of the Association and no part of the net earnings thereof shall inure to the benefit of any private member, officer, director, or individual. This Association shall be without capital stock. The members of this Association shall not be personally liable for the debts, liabilities or obligations of this Association.

ARTICLE IV
PURPOSES, POWERS AND DUTIES

Section 1. Powers. The Association shall have all the common law and statutory powers of a nonprofit corporation which are not in conflict with the terms of these Articles or the Declaration, as they may be amended from time to time, such powers to include, but not be limited to the following (with the terms capitalized herein having the meanings set forth in the Declaration and to which reference is made hereto):

(a) To acquire, hold, lease, mortgage or convey real, personal or mixed property wherever situated, including, without limit, lots or Common Areas in the Subdivision;

(b) To make and collect assessments against the members as provided in the Declaration to defray the costs, expenses and losses of the Subdivision or any other business enterprise, venture or property interest of the Association, and to use the proceeds of the assessments in the exercise of the powers and duties herein provided;

(c) To borrow funds to pay for such expenditures as may be authorized by the provisions of the Declaration;

(d) To maintain, repair, replace, clean, sanitize and operate the property of the Subdivision or the property of the Association;

(e) To lease or grant easements or licenses for use of the Common Areas of the Subdivision in a manner not inconsistent with the rights of owners of the lots in the Subdivision;

(f) To enforce by legal means the provisions of the Declaration, the Articles and Bylaws of the Association, and the rules and regulations for the use of the property of the Subdivision or the Association;

(g) To contract for the management of the Subdivision and to delegate to such contractor all powers and duties of the Association, except such as are specifically required to be performed by the Association;

(h) The objects and purposes set forth in ARTICLE III of these Articles shall be construed as powers, as well as objects and purposes, and the Association shall have and may exercise such powers as if such powers were set forth in full herein;

(i) The Association shall have and may exercise all powers as shall enable it to do each and every thing necessary, suitable, convenient, expedient or proper for the

accomplishment of any or all purposes and the attainment of any or all objects set forth in ARTICLE III and ARTICLE IV herein; and

(j) The Association shall have and may exercise all powers set forth in any other Article of these Articles of Incorporation.

Section 2. Additional Purposes, Powers and Duties. The Association shall have such additional purposes, powers and duties as are set forth in the Declaration.

Section 3. Properties. All funds and title to properties acquired by the Association and the proceeds therefrom shall be held in trust for the members of the Association in accordance with the provisions of the Declaration and the Bylaws of the Association.

ARTICLE V MEMBERSHIP

Section 1. Owners. Every Owner of a lot in the Subdivision shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment and subject to the provisions of the Declaration. Membership in the Association shall be evidenced by a deed or other instrument establishing record title to a lot in the Subdivision recorded in the Probate Office of Chilton County, Alabama. Upon such recordation, the Owner of the lot designated by such instrument shall become a member of the Association and the membership of the prior Owner shall be terminated. The share of a member in the funds or assets of the Association cannot be assigned, hypothecated, or transferred in any manner, except as an appurtenance to the lot. The number of votes to be cast by Owner(s) of a lot and the manner of exercising voting rights shall be determined by the Declaration and the Bylaws of the Association.

Section 2. Secured Parties. Notwithstanding the foregoing, any person or entity who holds an interest in a lot in the Subdivision merely as security for the performance of an obligation shall not be a member of the Association, unless and until such security holder or mortgagee has acquired title to the lot pursuant to foreclosure or any proceeding in lieu thereof and the deed thereby evidencing title has been duly and properly recorded, at which time, such security holder or mortgagee shall become a member and the debtor's membership shall thereupon cease, regardless of whether or not there is an outstanding right of redemption to the lot.

ARTICLE VI DIRECTORS

Section 1. Management by Board of Directors. The affairs of the Association shall be managed by a Board of Directors consisting of the number of Directors as shall be determined in accordance with the Bylaws. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Bylaws and as limited below. Vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

Section 2. Removal of Directors. Any Director may be removed, either with or without cause, at any time, by the affirmative vote of members entitled to cast not less than sixty seven percent (67%) of the votes of the persons present in person or represented by proxy

and entitled to vote at a meeting at which a quorum is present, and the vacancy in the Board caused by any such removal may be filled by the members at such meeting or at any subsequent meeting in the manner prescribed in the Bylaws for the filling of vacancies on the Board.

ARTICLE VII BYLAWS

The initial Bylaws of this Association have been adopted by the initial Board of Directors. The Bylaws may be amended by the Board of Directors until June 1, 2016. Thereafter, the Bylaws may be amended, altered or repealed by the members at any regular or special meeting upon the affirmative vote of the holders of not less than sixty-seven percent (67%) of the outstanding votes present at such meeting in person or represented by proxy, a quorum being present.

ARTICLE VIII through ARTICLE XIV shall be added to the Articles of Incorporation, as follows:

ARTICLE VIII AMENDMENTS TO ARTICLES

The Association reserves the right to amend, alter, change or repeal any provision contained in these Articles in the manner now or hereafter provided by law and all rights conferred upon officers and Directors herein are granted subject to this reservation.

ARTICLE IX REGISTERED OFFICE AND AGENT

The address of the Association's initial registered office and the name of its initial registered agent at such address are as follows:

Earl Gibson
2539 Rocky Ridge Road
Birmingham, AL 35243

ARTICLE X RELATED PARTY TRANSACTIONS

No contract or other transaction between the Association or any person, firm, association or corporation and no other act of the Association shall, in the absence of fraud, be invalidated or in any way affected by the fact that any of the Directors of the Association are directly or indirectly, pecuniarily or otherwise interested in such contract, transaction or other act, or are related to or interested in (either as director, stockholder, officer, employee, member or otherwise) such person, firm, association or corporation. Any Director of the Association individually, or any firm or association of which any Director may be a member, may be a party to, or may be pecuniarily or otherwise interested in, any contract or transaction of the Association, provided that the fact that he, individually, or such firm or association is so interested, shall be disclosed or known to the Board of Directors or a majority of the members thereof as shall be present at any meeting of the Board of Directors or of any committee of Directors having the powers of the full Board, at which action upon any such contract,

transaction or other act is taken, and if such fact shall be so disclosed or known, any Director of the Association so related or otherwise interested may be counted in determining the presence of a quorum of any meeting of the Board of Directors or of such committee, at which action upon any such contract, transaction or act shall be taken, and may vote with respect to such action with like force and effect as if he were not so related or interested. Any Director of the Association may vote upon any contract or other transaction between the Association and any affiliated corporation without regard to the fact that he is also a director of such affiliated corporation.

ARTICLE XI INDEMNIFICATION

(a) The Association shall have the power to 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 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 in connection with such claim, action, suit or proceeding if he acted in good faith and in a manner he 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 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 which he 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 conduct was unlawful.

(b) The Association shall have the power to 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 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 in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association and except that no indemnification shall be made in respect of 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 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 the court shall deem proper.

(c) 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 paragraphs (a) and (b) of this ARTICLE XI, or in defense of any claim,

issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, notwithstanding that he has not been successful on any other claim, issue or matter in any such action, suit or proceeding.

(d) Any indemnification under paragraphs (a) and (b) of this ARTICLE XI (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 has met the applicable standard of conduct set forth in this Article. Such determination shall be made in the manner provided by law.

(e) 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 by the Board of Directors in each specific case upon receipt of a written affirmation of good faith belief by or on behalf of the director, officer, employee or agent that he has met the required standard of good conduct together with his written undertaking and unlimited obligation to repay such amount if and to the extent that it shall be ultimately determined that he is not entitled to be indemnified by the Association as authorized in this Article.

(f) The indemnification authorized by this Article shall not be deemed exclusive of and shall be in addition to any other right (whether created prior or subsequent to the recording of these Articles) to which those indemnified may be entitled under any statute, rule of law, provisions of articles of incorporation, bylaw, agreement, vote of members or of disinterested directors, or otherwise, both as to action in his official capacity and as to actions 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.

(g) The Association shall have the 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 and incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provision of this Article.

ARTICLE XII DISSOLUTION

The Association may be dissolved only upon the affirmative vote of members entitled to cast not less than sixty seven percent (67%) of the votes of its membership present in person or represented by proxy and entitled to vote at a meeting called as provided for herein, at which a quorum is present. Written notice of a proposal to dissolve, setting forth the reasons therefor and the disposition to be made of the assets (which shall be in accordance with ARTICLE XIII hereof) shall be mailed to every member at least thirty (30) days in advance of any such action sought and shall be subject to prior approval of such dissolution by the Board of Directors in the manner required by the Alabama Non Profit Corporation Act.

ARTICLE XIII
DISTRIBUTION UPON DISSOLUTION

Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be distributed in accordance with Section 10A-3-7.02 of the Alabama Nonprofit Corporation Law, and after the use of assets to pay any outstanding liabilities and obligations, and disposal of any assets subject to specific requirements, any remaining assets of the Association shall be distributed to the members of the Association as a rebate of excess fees.

ARTICLE XIV
NAME AND ADDRESS OF ORIGINAL INCORPORATOR

The name and address of the original incorporator is as follows:

Earl Gibson
2539 Rocky Ridge Road
Birmingham, AL 35243

4. **Vote of Board of Directors.** The foregoing amendments were adopted by a vote of the Directors present at a meeting of the Board of Directors duly called and held on the 11 day of January, 2016. The amendments received the vote of a majority of the Directors in office.

5. **Filing.** The within Articles of Amendment are being filed with the Judge of Probate of Shelby County, Alabama, for the purpose of effecting such amendment in accordance with the requirements of Code of Alabama 1975, Section 10A-3-4.03.

IN WITNESS WHEREOF, the undersigned corporation, by its duly authorized officers and with full authority, has executed these Articles of Amendment to Articles of Incorporation as of this 11th day of January, 2016.

Alaga Landing Owners Association, Inc., formerly
known as Alaga Landing Homeowners Association


By: _____

(Signature)

Gary Pharo

Gary Pharo

President


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Shelby Cnty Judge of Probate, AL
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STATE OF ALABAMA)

JEFFERSON COUNTY)

VERIFICATION

The undersigned Affiant, Gary Pharo, being duly sworn, depose and say that I am the President of Alaga Landing Owners Association, Inc. (formerly Alaga Landing Homeowners Association), a nonprofit corporation, and that the foregoing Articles of Amendment to Articles of Incorporation are true and accurate descriptions of actions of the Corporation.

Dated the 11th day of January, 2016.

Gary Pharo
(Signature)

Gary Pharo
Gary Pharo

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Gary Pharo, whose name is signed as Affiant to the foregoing verification, and who is known to me, acknowledged before me on this day that, being informed of the contents of said verification, he executed the same voluntarily on the day the same bears date.

Subscribed and sworn to before me on this the 11th day of January, 2016.

Jerry C. Pal
Notary Public

My Commission expires:

My Comm Exp: 5-6-18



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John H. Merrill
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616


STATE OF ALABAMA

**I, John H. Merrill, Secretary of State of Alabama, having custody of the
Great and Principal Seal of said State, do hereby certify that**

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama
1975, and upon an examination of the entity records on file in this office, the
following entity name is reserved as available:

Alaga Landing Owners Association, Inc.

This name reservation is for the exclusive use of Carolyn P Jett, 2311 Highland
Ave S Suite 500, Birmingham, AL 35205 for a period of one year beginning
March 19, 2015 and expiring March 19, 2016


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**In Testimony Whereof, I have hereunto set my
hand and affixed the Great Seal of the State, at the
Capitol, in the city of Montgomery, on this day.**

March 19, 2015

Date



John H. Merrill

Secretary of State