

**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
STEPHENS WOODS HOMEOWNERS ASSOCIATION, INC.**  
*(AL Entity ID #561-827)*

*An Alabama Non-profit Corporation*

**KNOW BY ALL THESE PRESENTS:** That the undersigned, desiring to make and subscribe their name to these **AMENDED AND RESTATED ARTICLES OF INCORPORATION** of a non-profit corporation pursuant to the provisions of the Alabama Nonprofit Corporation Law, Code of Alabama (1975), Sections 10A-3-1.01, *et seq.*, does hereby certify as follows:

**RECITALS**

**A.** Stephens Woods Homeowners Association, Inc. (hereinafter sometimes referred to as the "Association") was formed on May 12, 2005 upon the filing of the Articles with the Office of the Judge of Probate of Lee County, Alabama, recorded in CORP BOOK 1276, beginning at Page 311.

**B.** The Board of Directors, as approved by the Members of the Association, now wish to amend and restate the Articles of Incorporation of the Association, and hereby agrees, adopts and files the Amended and Restated Articles of Incorporation of Stephens Woods Homeowners Association, Inc. as follows. Capitalized terms not defined herein shall have the meanings ascribed to them in that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Stephens Woods Subdivision filed in the said probate office (the "Declaration"), unless the context indicates otherwise.

**ARTICLE I  
NAME**

The name of the corporation shall be:

STEPHENS WOODS HOMEOWNERS ASSOCIATION, INC.

**ARTICLE II  
DURATION**

The period of duration of the Association shall be perpetual.

Book/Pg: 1308/721  
Term/Cashier: SCAN2 / JB  
Tran: 14724.216802.298142  
Recorded: 05-14-2015 11:09:41  
REC Recording Fee  
Total Fees: \$ 55.00

55.00

**ARTICLE III  
PURPOSES**

The purposes for which the Association is organized are:

- (1) To perform and carry out the acts, duties, responsibilities, and conditions

delegated to the Association in the Declaration, these Articles of Incorporation, the Bylaws of this Association, and all amendments thereto.

(2) To establish a budget for the operations of the Subdivision; to designate those expenses which shall constitute the common expenses of the Subdivision; to make, levy and collect assessments against lot owners to provide the funds to pay for common expenses, and to use and expend the proceeds of assessments in the exercise of the powers and duties of the Association.

(3) To own, maintain, repair, replace, and operate the detention pond(s) and those portions of the Subdivision that the Association has the duty or right to maintain, repair, replace, and operate under the Declarations, these Articles of Incorporation, and Bylaws of this Association, and all amendments thereto.

(4) To contract for the management of the common areas and all other portions of the Subdivision and to delegate such agent(s) all or some of the powers, duties, and responsibilities of the Association.

(5) To employ personnel and contract for the performance of services, material and labor required for proper operation and maintenance of the Subdivision.

(6) To purchase and maintain all forms of insurance on the Subdivision property for the protection of the Association, its officers, directors and its Members.

(7) To retain legal counsel at the expense of the Association and to enforce by legal and equitable action the provisions of the Declaration and/or rules and regulations of the Association as may from time to time be necessary.

(8) To enforce the covenants contained in the Declaration, and to make, establish, and enforce reasonable rules and regulations governing the administration, management, and use of the Subdivision.

(9) To pay taxes and assessments which are liens against any part of the common area other than individual lots (unless individual lots are owned by the Association) and the appurtenances thereto, and assess the same against the lots subject to liens for such purposes.

(10) To enter into, make, and perform contracts of every kind for any lawful purpose without limit as to the amount, with any person, firm, association, partnership, limited partnership, corporation, municipality, county, state, territory, government, governmental subdivision, or body politic.

(11) To purchase, lease, or otherwise lawfully acquire and hold all materials, fixtures, machinery, office supplies, furniture and equipment, and other apparatus, of whatever nature, if the same shall be necessary or incident to the business aforesaid.

(12) To purchase, acquire, hold, improve, develop, manage, sell, convey, transfer, assign, release, mortgage, encumber, lease, dispose of, hire and deal in, either alone or in

conjunction with others, real and personal property.

(13) To acquire the good will, rights and property, and to undertake the whole or in any part of the assets and liabilities of any person, firm, association or corporation; to pay for the same in cash, bonds or otherwise; to hold or in any lawful manner to dispose of the whole or in any part of the property so purchased; to handle in any lawful manner the whole or any part of the property so purchased; to conduct in any lawful manner the whole or any part of any business so acquired and to exercise all the powers necessary or convenient in and about the conduct and management of such business.

(14) To guarantee, purchase or otherwise acquire, hold, sell, assign, transfer, mortgage, pledge, or otherwise dispose of shares of the capital stock, bonds, or other evidences of indebtedness created by other corporations, and while the holder of such stock, to exercise all the rights and privileges of ownership, including the right to vote thereon, to the same extent as a natural person might or could do.

(15) To borrow money for any of the purposes of the Association and to issue notes and other obligations thereof, with or without security, and to pledge or mortgage the whole, or any part of its property, real or personal; and to draw, make, accept, endorse, discount, guarantee, execute and issue promissory notes, bills of exchange, drafts, warrants, and all kinds of obligations and certificates and negotiable or transferable instruments.

(16) To have one or more offices and to conduct any or all of its operations and business and to promote its objects within the State of Alabama, without restrictions as to place or amount.

(17) To establish lines of credit with banking houses or elsewhere, for the purposes hereinbefore and set forth, and to incur indebtedness, and to raise, borrow, and secure the payment of money in any lawful manner for any purposes in or about its business or affairs without limit as to amount.

(18) To do any and all things herein set forth and in addition, such other acts and things as are necessary or convenient to attainment of the purpose of this corporation, or any of them, to the same extent as natural persons might or could do in any part of the world, insofar as such acts are permitted to be done by a non-profit corporation organized under the laws of the State of Alabama.

The foregoing clauses may be constructed as objects and powers and it is hereby expressly provided that the foregoing enumeration or specific powers shall not be held to limit or restrict in any manner the powers of the corporation. In addition to the objects aforesaid, the corporation shall have the power to conduct and carry on any business or activity not prohibited by law, nor required by law to be specifically stated in these Articles.

## ARTICLE IV

### ASSOCIATION FUNDS AND PROPERTY

The Association shall have no capital stock, and is not organized for profit. The Association does not contemplate pecuniary gain or profit for the members thereof and the funds of the Association whether received by gift or otherwise, regardless of the source thereof, shall be exclusively used in the promotion of the business of the Association, as the Board of Directors may from time to time determine.

The Association shall pay no dividend, and shall distribute no part of its income to its Members, Directors, or Officers. Nevertheless, the Association may pay compensation in a reasonable amount to its Members, Directors and Officers for services rendered, and it may confer benefits on its Members in conformity with the Declaration and the purposes of the Association. All funds and property acquired by the Association and all proceeds therefrom shall be held and used for the benefit of the Members of the Association in accordance with the provisions of the Declaration, these Articles, and the Bylaws.

## ARTICLE V

### MEMBERS

(a) *Membership.* The members of the Association shall be the Owner(s) of a Lot or Dwelling in the Subdivision. Association membership shall be appurtenant to, and may not be separated from, ownership of a Lot or Dwelling. Change of membership in the Association shall be established by recording in the Public Records a deed or other instrument establishing record title to real property subject to the Declaration.

(b) *Voting Rights; Member in Good Standing.* The Owner of each Lot or Dwelling shall be entitled to one (1) vote in any matter submitted to the members of the Association for approval. No Owner, whether one or more persons, shall have more than one membership and one vote per Lot or Dwelling. Members who are not in Good Standing may have their voting rights suspended by the Board after compliance with the notice and hearing procedures set forth in Section 3.15 of the Bylaws. A "Member in Good Standing" is commonly defined as an Owner of a Lot or Dwelling who has, at least thirty (30) days prior to the date fixed for any meeting or other Association action, fully paid all installments due for assessments made or levied against him and his Lot or Dwelling by the Board, together with all interest, costs, attorney's fees, penalties and other expenses, if any, properly chargeable to Owner and to Owner's Lot or Dwelling. A Member in Good Standing shall be a qualification of any nominee or appointee to a Committee and for service on the Board.

**ARTICLE VI**  
**BOARD OF DIRECTORS**

(a) *Number of Directors.* The affairs of the Association shall be managed by a Board of Directors. The number of Directors constituting the initial Board of Directors shall be three (3). Thereafter, the number of Directors shall be fixed in the manner provided in the Bylaws and may thereafter be increased or decreased from time to time by amendment to or in the manner provided in the Bylaws; provided, however, that (i) the number of Directors shall in no event consist of less than three (3); and (ii) no decrease in the number of Directors shall have the effect of shortening the term of any incumbent Director. The names and addresses of each person who is to serve as an initial Director of the Association until their successors are elected and qualified or until such Directors are removed as provided in Paragraph 7(b) of these Articles are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Fred D. Peak	Post Office Box 1820 Phenix City, Alabama 36868
B. David Peak	Post Office Box 202 Auburn, Alabama 36831
John B. Grot	Post Office Box 250 Midland, Georgia 31820

The election, qualifications and appointment of Officers and Directors of the Association shall be as provided in the Declaration and Bylaws. Also, the voting and quorum requirements for meetings of Members and Directors of the Association shall be as set forth in the Declaration and Bylaws.

(b) *Removal.* The Members of the Association shall have the right at any time and from time to time to remove any Director, either with or without cause, and may appoint a successor to such removed Director. Directors may be removed in accordance with the Bylaws. Any vacancies which may thereafter arise on the Board shall be filled as provided by the Bylaws.

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

(d) *Conflicts of Interest.* No contract or other transaction between the Association and one or more of its Directors or any other corporation, firm, association, or entity in which one or more of its Directors are directors or officers or are financially interested, shall be either void or voidable because of such relationship or interest. Any Director of the Association or any

corporation, firm, association, or entity of which any Director of the Association is a director or officer or is financially interested may be a party to, or may be pecuniarily or otherwise interested in, any contract or transaction of the Association, provided that such relationship or interest in such contract or transaction shall be disclosed or known to the Board of Directors at the meeting of the Board of Directors or a committee thereof which authorizes, approves, or ratifies such contract or transaction by the disinterested directors and, if such fact shall be disclosed or known, any Director so related or interested may be counted in determining a quorum at such meeting.

## **ARTICLE VII**

### **OFFICERS**

The Officers of the corporation shall consist of a President, Vice-President, Secretary and Treasurer. More than one office may be held by one person, except for the offices of President and Secretary. Each said Officer shall be elected or appointed at such time and in such manner and for such terms as may be prescribed by the Bylaws.

## **ARTICLE VIII**

### **INDEMNIFICATION**

(1) 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 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 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.

(2) 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 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; provided, however, 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 willful, deliberate, or wanton 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 court shall deem proper.

(3) 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 (1) and (2) above, or in defense of any claim, issue or matter therein, he shall be indemnified against such 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.

(4) Any indemnification under Paragraphs (1) and (2) above (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, or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in the Paragraphs (1) and (2) above. Such determination shall be made: (1) by the Board of Directors by a majority vote of a quorum consisting of 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 such a quorum is not obtainable, or, even if obtainable, if a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion; or (3) by a majority vote of the members of the Association.

(5) 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 Paragraph (4) above 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 be ultimately determined that he is not entitled to be indemnified by the Association as authorized in this Article VIII.

(6) The indemnification authorized by this Article VIII shall not be deemed exclusive of and shall be in addition to any other right to which those indemnified may be entitled under any statute, rule of law, provisions of these Articles of Incorporation, Bylaws, agreement, vote of members or disinterested Directors, or otherwise, both as to action in his 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.

(7) 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 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 of the provisions of this Article VIII.

**ARTICLE IX**  
**AMENDMENT**

These Articles of Incorporation may be amended, subject to the terms and provisions of the Declaration, by the affirmative vote of at least two-thirds (2/3) of the total votes of the Members in the Association who are in Good Standing.

**ARTICLE X**  
**REGISTERED AGENT**

The registered office of said Corporation shall be 405 South Hull Street, Montgomery, Alabama 36104, and the registered agent is Judkins M. Bryan. The mailing address of the Corporation shall be Post Office Box 1512, Opelika, Alabama 36803.

**ARTICLE XI**  
**INCORPORATION BY REFERENCE**

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


**ARTICLE XII**  
**CERTIFICATE OF AMENDMENT**

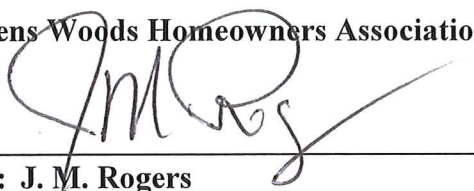
- A. The Alabama Entity ID Number is: 561-82.
- B. The Association's Articles of Incorporation were filed with the Office of the Judge of Probate of Lee County, Alabama on May 12, 2005, and recorded in Corp. Book 1276, beginning at Page 311 in said probate office.
- C. These Amended and Restated Articles of Incorporation were approved and adopted by its Members, being the affirmative vote of at least two-third (2/3) of the total votes of the Association, on the 10th day of May, 2014. The undersigned certifies that these Amended and Restated Articles of Incorporation have been approved in the manner required by Title 10A of the Code of Alabama (1975), as amended, and the governing documents of this entity.
- D. This Amendment to these Articles of Incorporation shall be effective immediately.



IN TESTIMONY WHEREOF, said officers hereto sign and subscribe their names and file the same for record in the Office of the Judge of Probate of Lee County, Alabama, and ask that the Probate Judge of said county endorse thereon his certificate for recording showing the book wherein recorded and for the purpose of perfecting these Amended and Restated Articles of said Corporation in the manner and form provided by law on this the 10 day of May, 2014.

**Stephens Woods Homeowners Association, Inc.:**

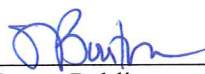
  
Name: **Stacey L. Powell**  
Secretary

  
Name: **J. M. Rogers**  
President

STATE OF ALABAMA  
COUNTY OF LEE

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that J. M. ROGERS and STACEY L. POWELL, whose names as President and Secretary of Stephens Woods Homeowners Association, Inc. an Alabama nonprofit corporation, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 10<sup>th</sup> day of May, 2014.

  
Notary Public  
My commission expires: 4/16/2017

(SEAL)

\_\_\_\_\_  
This instrument prepared by:  
Judkins M. Bryan  
Wilkerson & Bryan, P.C.  
405 South Hull Street  
Montgomery, Alabama 36101-0830  
jud@wilkersonbryan.com  
(334) 265-1500;  
012005.01\_0136575.4

**CERTIFICATION**

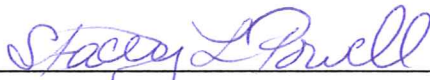
I, the undersigned, being duly sworn, do hereby certify:

That I am the duly elected and Acting Chairman of the Board, Treasurer and Secretary of Stephens Woods Homeowners Association, Inc., an Alabama non-profit corporation.

That the facts averred in the above Amended and Restated Articles of Incorporation are true, according to the best of my knowledge, information and belief

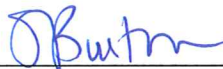
That the foregoing Articles constitutes the Amended and Restated Articles of Incorporation of the Association, as duly approved and adopted by at least two thirds (2/3) of the Members of the Association as required by the governing documents at the 2014 Annual Meeting of the Members of the Stephens Woods Homeowners Association held on May 10, 2014 in Opelika Civitan Club in Opelika, Alabama.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 10 day of May, 2014

  
\_\_\_\_\_

Acting Chairman of the Board of Directors

SUBSCRIBED AND SWORN TO BEFORE ME, on this 10<sup>th</sup> day of May 2014.

  
\_\_\_\_\_

Notary Public

My Commission Expires: 4/16/2017

(Notarial Seal)