

# 565-526	
Posted by: LE	Checked by: L

**AMENDMENT TO ARTICLES OF INCORPORATION, BY-LAWS AND COVENANTS,
CONDITIONS AND RESTRICTIONS OF THE PROPERTY
OF LAKE CREST RESIDENTIAL ASSOCIATION, INC.**

The undersigned Developer of the Lake Crest Development, Awtrey Development, Inc., together with the undersigned Members of the Board of Directors of Lake Crest Residential Association, Inc. do hereby amend the Articles of Incorporation, By-Laws and Covenants, Conditions and Restrictions of the Property of Lake Crest Residential Association, Inc. as set forth herein below. In support of these amendments the undersigned state and certify as follows:

WHEREAS, it was and is the intent of the Developer, Awtrey Development, Inc. (hereinafter "the Developer") to adopt and implement Articles of Incorporation to provide for the orderly and efficient operation of the Lake Crest Residential Association (hereinafter "the Association"), and

WHEREAS, it has come to the attention of both the Developer and the Directors of the Association that the current voting and quorum requirements for any amendment of the Articles of Incorporation, the amendment of the By-Laws of the Association and any amendment of the Covenants, Conditions and Restrictions of the Property subject to the Association prevent the orderly operation of the Association and are contrary to the original purposes of the Developer and Directors in forming the Association for the maintenance and welfare of the Property subject to the Association, and

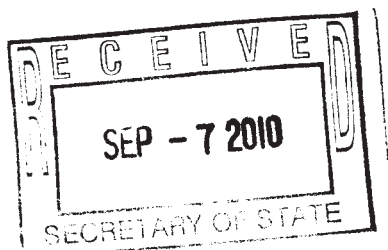
WHEREAS, the Developer and Directors acknowledge that the Developer continues to own Lots within the Development as indicated in the Articles of Incorporation, the By-Laws and the Covenants, and

WHEREAS, the Articles, By-Laws and Covenants provide that so long as the Developer owns any Lot within the Development, the Articles of Incorporation, By-Laws and Covenants may be amended at any time and from time to time by the Developer or by the vote of the Board of Directors of the Association, and

WHEREAS, the Developer and the Directors, having duly voted, hereby declare and determine that the Articles of Incorporation, the By-Laws of the Association, and the Covenants of the Association should be, and hereby are, amended as follows:

1. Articles of Incorporation

The Articles of Incorporation are amended to provide that the Articles of Incorporation may be amended by the affirmative vote of at least 200 total members in the Association.



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 Judge of Probate- Alan L. King

2. By-Laws of the Association

The By-Laws of the Association are amended to provide that the quorum required for any vote of the members of the Association shall be and hereby is 200 members of the Association.

The By-Laws of the Association are further amended to require a vote of at least 200 members of the Association to revise or amend the By-Laws.

3. Covenants, Conditions and Restrictions of the Property of the Association

The Covenants, Conditions and Restrictions of the Property of the Association may be altered and amended by the vote of at least 200 members of the Association.

Approved and adopted this 1 day of May, 2010.



Developer
By: H. Albert Awtrey
Awtrey Development, Inc.

President 
Director, Lake Crest Residential
Association, Inc.



Director, Lake Crest Residential
Association, Inc.

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Fee - \$11.00

Total of Fees and Taxes-\$11.00
KWBESS

Alan J. King


_____, Judge of the
Probate Court, Jefferson County, Alabama, hereby certify that
the foregoing is a true, correct and full copy of the instrument
herewith set out as appears of record in said Court.

Witness my hand and seal of said Court this 27th

day of Aug 2010
Judge of Probate

Alan J. King

State of Alabama
Jefferson County

# 0565526	
Posted by: SW	Checked by: 

CERTIFICATE OF INCORPORATION

OF
LAKE CREST RESIDENTIAL ASSN INC

The undersigned, as Judge of Probate of Jefferson County, State of Alabama, hereby certifies that _____ Articles of INCORPORATION

duly signed and verified pursuant to the provisions of Alabama NONPROFIT Corporation Act, have been received in this office and are found to conform to law.

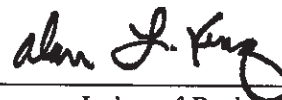
Accordingly the undersigned, as such Judge of Probate, and by virtue of the authority vested in him by law, hereby, issues this Certificate of INCORPORATION

of LAKE CREST RESIDENTIAL ASSN INC and attaches hereto a copy of the _____ Articles of INCORPORATION

Given Under My Hand and Official Seal on this the 19TH day of MARCH, 2007.

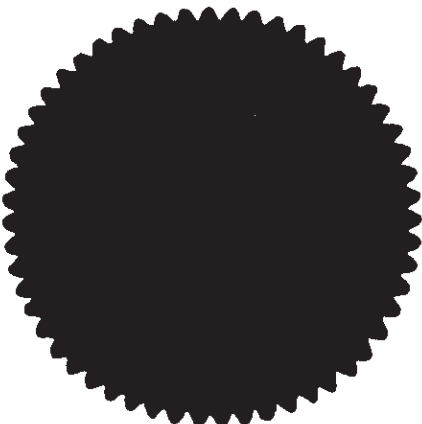
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SECRETARY OF STATE

Judge of Probate





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 Judge of Probate- Alan L. King

**ARTICLES OF INCORPORATION
 OF
 LAKE CREST RESIDENTIAL ASSOCIATION, INC.**

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

1. **NAME.** The named the corporation is "Lake Crest Residential Association, Inc." (hereinafter referred to as the "Association").

2. **DURATION.** The period of duration of the Association shall be perpetual.

3. **PURPOSES.** The purposes for which the Association is organized are:

(a) To provide for the efficient preservation of the appearance, value and amenities of the property which is subject to the Lake Crest Residential Declaration of Covenants, Conditions and Restrictions (the "Declaration") recorded or to be recorded in the Probate Office of Jefferson County, Alabama. Capitalized terms not otherwise defined herein shall have the same meanings given to them in the Declaration.

(b) To own, operate, maintain, manage, repair and replace Common Areas of the Development.

(c) To the extent provided in the Declaration, to control the specifications, architecture, design, appearance, siting and landscaping of all Improvements to be constructed, placed or permitted to remain on any Lot or Dwelling in the Development and all alterations, changes and additions thereto.

(d) To perform and carry out the acts, duties, responsibilities and conditions delegated to the Association in the Declaration, these Articles of Incorporation, the Bylaws of this Association and all amendments thereto.

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

(f) To enforce all of the terms and provisions of the Declaration and to make, establish and enforce reasonable rules and regulations governing the administration, operation and management of the Development.

(g) To make, levy, collect and enforce Assessments, as defined in the Declaration, and to use and expend such Assessments in the manner set forth in the Declaration.

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**SECRETARY
 OF STATE**

(h) To employ personnel and contract for services, material and labor, including contracting for the management of the Common Areas and all other portions of the Development.

(i) To purchase and maintain insurance for such coverages, with such insurance carriers, in such amounts, at such rates and with such deductibles as may be necessary for the protection of the Association, its officers, directors and members.

(j) To enforce any of the provisions of the Declaration by legal and equitable actions as may from time to time be necessary.

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

(l) To operate without profit for the sole and exclusive benefit of its members.

(m) To carry on any other business in connection with the foregoing, to transact any or all lawful business for which corporations may be incorporated under the Alabama Nonprofit Corporation Act, as amended, and to have and exercise all powers necessary or convenient to effect the purposes of the Association in accordance with and subject to the terms and provisions of the Declaration.

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

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

Michael R. Lunsford
Clubhouse
581 Lake Crest Drive
Hoover, Alabama 35226.

5. **NONSTOCK AND NONPROFIT STATUS.** The Association shall have no capital stock, is not organized for profit, and does not contemplate pecuniary gain or profit to the members thereof. No part of the earnings of the Association shall inure to the benefit of any member, individual officer, or director. The Association does not contemplate the distribution of gains, profits or dividends to the member thereof and is organized solely for the nonprofit purposes.

6. **MEMBERS.** The members of the Association shall consist of all Owners of lots covered by the Declaration. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of a Lot or Dwelling. Developer shall be entitled to all voting rights attributable to any Lots and Dwellings owned by Developer. Notwithstanding anything provided herein or in the Bylaws of the Association to the contrary, for so long as Developer owns any Lot or Dwelling in the Development.

- (a) Developer shall have the sole and exclusive right to:
 - (i) elect the Board of Directors of the Association,
 - (ii) appoint the officers of the Association and the members of the ARC, as defined in the Declaration,
 - (iii) remove and replace any members of the Board of Directors of the Association, the officers of the Association and the members of the ARC.
 - (iv) amend these Articles of Incorporation and the Bylaws,
 - (v) amend the Declaration (subject to the limitations set forth in Section 10.02 of the Declaration) and
 - (vi) take all other action on behalf of the Association and vote on all other matters required to be voted on or approved by the members of the Association (except to the extent all members of the Association are entitled to vote on the matters describes in item (b) below of this Paragraph 6 and (b) the voting rights of the members of the Association shall be limited to:
 - (i) approving increases in the annual Assessments in excess of the amount set forth in Section 8.04(c) of the Declaration and any special Assessments as provided in Section 8.05 of the Declaration,
 - (ii) approving amendments to the Declaration if such approval is required pursuant to Section 10.02 of the Declaration and (iii) voting on amendments to the Declarations provided in Section 10.03 of the Declaration. As long as Developer is the Owner of any Lot or Dwelling in the Development, the members shall have no further voting rights or privileges in the Association. At such time as Developer no longer owns any Lot or Dwelling within the Development, the members shall be entitled to vote on all of the foregoing matters subject to any restrictions set forth in the Declaration. The voting rights of any may be limited and suspended in accordance with the provisions of the Declaration.

(b) *Removal.* For so long as Developer owns any Lot or Dwelling within the Development, Developer 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 or otherwise fill any vacancies on the Board, in each case without any consent or approve of any of the members. At such time as Developer no longer owns any Lot or Dwelling within the Development, 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, Any vacancies which may thereafter arise on the Board shall be filled as provided in the Bylaws.

(e) *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 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 and may vote on such matter or action with the same force and effect as if he were not so related or interested. Any Director of the Association may vote on 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. Notwithstanding anything provided to the contrary in these Articles of Incorporation or the Bylaws, Developer or an affiliate of Developer shall be employed as the manager of the Association and the Development for so long as Developer owns any Lot or Dwelling in the Development.

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

Awtrey Development, Inc.
H. Albert Awtrey
5330 Stadium Trace Parkway
Birmingham, Alabama 35244

8. **BOARD OF DIRECTORS.** Except as may be otherwise provided to the contrary in the Declaration, these Articles of Incorporation or the Bylaws of the Association, all

The initial members of the Board of Directors shall be as follows:

Tom Stanbury
834 Bear Trace
Hoover, Alabama 35226

Jennifer Breland
589 White Stone Way
Hoover, Alabama 35226

Jeff Thompson
5195 Lake Crest Circle
Hoover, Alabama 35226

9. **DISTRIBUTION OF ASSETS UPON DISSOLUTION.**

(a) Upon dissolution of the Association, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

- (i) Real property contributed to the Association without the receipt of other than nominal consideration by Developer shall be returned to Developer, unless it refuses to accept the conveyance (in whole or in part); and
- (ii) Unless otherwise agreed to the contrary in the plan of distribution, all remaining assets shall be distributed among the members of the Association, as tenants in common, with each member's share of the assets to be determined in accordance with its voting rights.

(b) Dissolution of the Association shall be accomplished as set forth in the Alabama Nonprofit Corporation Act.

10. **POWER OF PRESIDENT AND VICE PRESIDENTS TO EXECUTE DOCUMENTS.** The President and each Vice President of the Association shall each have authority to execute all instruments, documents and contracts on behalf of the Association.

11. **INDEMNIFICATION OF OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS.**

(a) 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 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 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.

(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 11(a) and (b) above, 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 11(a) and (b) 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, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Paragraphs 11 (a) or (b) 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.

(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 in the manner provided in Paragraph 11 (d) 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 Paragraph 11.

(f) The indemnification authorized by this Paragraph 11 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, Bylaw, 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.

(g) 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 under the provisions of this Paragraph 11.

12. **AMENDMENT.** For so long as Developer owns any Lot or Dwelling within the Development, these Articles of Incorporation may be amended at any time and from time to time by Developer or by the vote of the Board of Directors of the Association, without the consent or approval of any of the members of the Association. At such time as Developer no longer owns any Lot or Dwelling within the Development, then these Articles of Incorporation may be amended, subject to the terms and provisions of the Declaration, by the affirmative vote of at least two-thirds (2/3) of the total votes in the Association (i.e., two-thirds (2/3) of all Owners).

13. **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 of the Declaration shall at all times control.

IN WITNESS WHEREOF, the undersigned incorporator has hereunto subscribed his name to these Articles of Incorporation as of this the 8th day of March 2007.


Incorporator

By: H. Albert Awtrey
Awtrey Development, Inc.

STATE OF ALABAMA)

COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that H. ALBERT AWTRY whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he has sworn and executed the same voluntarily on the day the same bears date.

Given under my hand this 8th day of March 2007.

SEAL

Notary Public Cheryl R. Abbott
My Commission expires: 1-26-2011

I, Alan J. King, Judge of the
Probate Court, Jefferson County, Alabama, hereby certify that
the foregoing is a true, correct and full copy of the instrument
herewith set out as appears of record in said Court.

Witness my hand and seal of said Court this 19th
day of March, 2007 Alan J. King
Judge of Probate