

STATE OF ALABAMA }
COUNTY OF BALDWIN }

ARTICLES OF INCORPORATION
OF
KENNEDY PARK OWNER'S ASSOCIATION, INC.,
A NONPROFIT CORPORATION

State of Alabama, Baldwin County
I certify this instrument was filed
and taxes collected on:

2005 October -12 1:43PM

Instrument Number 929310 Pages 20
Recording 25.00 Mortgage
Deed Min Tax
Index RP 5.00
Archive 5.00
Adrian T. Johns, Judge of Probate

WHEREAS, the undersigned incorporators, being of lawful age, do hereby associate themselves for the purpose of becoming a nonprofit corporation for the management and administration of the common affairs and expenses of KENNEDY PARK, a subdivision, according to map or plat thereof recorded February 18, 2005 on Slide Number 2200-C, in the Office of the Judge of Probate, Baldwin County, Alabama, hereinafter referred to as the "SUBDIVISION."

AND WHEREAS, the said incorporators do hereby make, ratify and adopt the Alabama Nonprofit Corporation Act, Section 10-3A-1, et seq., Code of Alabama, 1975, as amended, hereinafter referred to as the "ACT."

WHEREFORE, the premises considered, pursuant to said Act, the said incorporators do hereby organize as follows, to-wit:

ARTICLE ONE
NAME

1.1. The name of the corporation shall be **KENNEDY PARK OWNER'S ASSOCIATION, INC.**, hereinafter referred to as the "ASSOCIATION."

ARTICLE TWO
DURATION

2.1. The duration of the corporation shall be perpetual.

ARTICLE THREE
PURPOSE

3.1. The nature and business of the Association and the primary purpose for which it is formed shall be to manage and administer the common affairs and expenses of the Subdivision and all of the common areas and facilities of the Subdivision.

3.2. The Association shall also provide for the government, administration, preservation, and architectural control of the Subdivision and all of the common areas and lots situated therein.

929310

ARTICLE FOUR
DUTIES AND POWERS

4.1. The Association shall manage and arrange for the services, utilities and insurance on all common areas and facilities of the Subdivision and the respective ownership interests therein.

4.2. The Association shall administer and enforce the covenants, terms and conditions described in the Declaration of Rights, Easements, Covenants, Conditions, Affirmative Obligations and Restrictions to Kennedy Park, which Declaration is part of the records in the office of the Judge of Probate of Baldwin County, Alabama, hereinafter referred to as the "DECLARATION."

4.3. The Association shall have the authority to perform all obligations and duties and exercise all rights and powers of the Association as specified in the By-Laws.

4.4. The Association shall be deemed and constitute a business entity by which the interests of the developer and all lot owners of the Subdivision may be furthered.

4.5. The Association shall maintain, repair, replace, clean and sanitize the common elements or common areas of the Subdivision, as may be required from time to time to promote the health, safety and welfare of the residents and lot owners located within the Subdivision.

4.6. The Association shall assess and collect and utilize funds from the owners of the private individual lots in the Subdivision necessary to pay for the common expenses of the Subdivision, including, but not limited to, such expenses as common water service, lighting of common areas and grounds, and maintenance and repair of common equipment, facilities and areas.

4.7. The Association shall not arrange or be responsible for utilities or services benefitting solely private individual lot owners in the Subdivision.

4.8. Any surplus of funds assessed in excess of the common expenses at the end of any accounting period shall be retained by the Association or refunded pro rata to the lot owners, as the Board of Directors of the Association shall elect.

4.9. The Association shall not contemplate pecuniary gain or profit to the lot owners.

4.10. The Association may maintain and all forms of insurance coverage for the benefit of the lot owners, including, but not limited to, coverage against loss by fire, windstorm, rainstorm, hurricane, and other hazards which the Association may elect.

4.11. The Association may also maintain liability insurance against any risk, such as death, personal injury, or damage to the common areas, including, but not limited to, the acts and omissions of the Association, its agents, Board of Directors, servants and employees.

4.12. The Association shall advise each lot owner of the type and amount of all insurance coverage maintained by the Association.

4.13. The Associate may appoint an insurance committee or trustee charged with the responsibility for securing, maintaining and administering any Association insurance proceeds.

4.14. The premiums for all said insurance may be assessed to the lot owners on a pro rata basis and shall constitute a part of each lot owner's liability for common expenses.

4.15. No lot owner or other person or entity having an insurable risk in the Subdivision shall be precluded from obtaining additional insurance, individually at such owner's own expense and for such owner's own exclusive benefit against any risk, regardless or whether such risk is covered by insurance maintained by the Association.

4.16. In the event of loss or damage to all or any part of the common areas or any common improvements located therein, the Association shall have the power to assess the lot owners, on a pro rata basis, for the amount of any deficiency in the amount of insurance proceeds paid or due to be paid for such damage or the repair of same.

4.17. The Association shall have the right of access to the individual lots located in the Subdivision as may be necessary for the purpose of enforcing all rules, restrictions, regulations and obligations set forth in the Declaration or By-Laws, and for the maintenance, repair or replacement of any common areas in the Subdivision or for making emergency repairs necessary to prevent damage to any other lots or common areas.

4.18. The Association may purchase lots in the Subdivision and otherwise acquire, hold, lease, mortgage and convey the same.

4.19. The Association shall have the right to own real property in its name, including, but not limited to the common areas.

4.20. The Association may lease or license the use of the common areas in a manner not inconsistent with the rights of the lot owners of the Subdivision.

4.21. The Association may acquire or enter into any agreement to acquire any interest of any kind or nature in any property, either real or personal.

4.22. The Association may appoint or otherwise designate any person or entity as an agent with the authority to exercise any or all of the Association's powers and responsibilities.

4.23. The Association may make, adopt, alter, remove, and otherwise amend such By-Laws as the Association deems necessary or desirable for the proper management and administration of the affairs of the Association; however, such By-Laws shall not be inconsistent with or contrary to any provisions of the Declaration.

4.24. The Association may make contracts and incur liabilities, borrow at such rates of interest, issue notes, bonds or other obligations, mortgage or pledge any or all of its property, franchises and income, as the Association shall elect.

4.25. The Association may purchase, take, receive, subscribe for, acquire, own, hold, vote, use, employ, sell, mortgage, pledge or otherwise dispose of, use and deal in and with shares or other interests in, or obligations of, other corporations, associations, partnerships or individuals, whether such entities be for profit or not for profit, or direct or indirect obligations of the United States, or of any other government, state, territory, governmental district, county or municipality, or any instrumentality organized under the auspices, powers or permission thereof.

4.26. Nothing in these Articles shall be construed as conferring upon the Association any interest of ownership in any lot located in the Subdivision.

4.27. The Association shall not issue shares of stock, and its interest in the Subdivision shall be limited to the administration and management of the common affairs of the lot owners.

4.28. The Association may have a corporate seal, and such seal may be used, altered and affixed in any manner deemed appropriate by the Association or its Board of Directors.

4.29. The Association may lend, invest and reinvest its funds for its corporate purposes, and give, take and hold real and personal property as security therefor.

4.30. The Association may conduct its affairs, carry on its operations, have offices, employees and agents, and exercise all of the powers granted to it by these Articles, the Declaration, the By-Laws, and the Act, in any state, territory, district or possession of the United States, or in any foreign country.

4.31. The Association may elect or appoint officers and agents of the corporation, and define and determine their duties and compensation.

4.32. The Association may indemnify any current or former director or officer of the Association against expenses actually and reasonably incurred by such person in connection with the defense of any action, suit or proceeding in which such person is made a party and shall be adjudged to be liable for negligence or misconduct in the performance of such person's duty; however, such indemnification shall not be deemed exclusive of any other right to which such director may be entitled under any agreement or resolution by the Board of Directors, the By-Laws, or otherwise.

4.33. The Association may cease its corporate activities and surrender its corporate franchise at any time, upon the appropriate approval of its members, and the Association shall have and exercise all other powers, rights and duties necessary or convenient to the furtherance of any or all of the purposes for which the corporation is organized, including those set forth in the Declaration, the Act, whether or not specifically set forth or enumerated herein.

4.34. The Association may sue and be sued, complain and defend, in its corporate name.

4.35. The Association shall not engage in any transaction prohibited by any section or provision of the Act or the Internal Revenue Code as now enacted or as hereafter amended.

ARTICLE FIVE
INCORPORATORS

5.1. The name and address of the incorporators of the Association are as follows, to-wit:

ROLLIN ROCKET, IV
333 West Miracle Strip Parkway
Mary Esther, Florida 32549

BRIAN WESLEY
213 West 9th Avenue, #128
Foley, Alabama 36535

ARTICLE SIX
REGISTERED OFFICE AND AGENT

6.1. The initial physical address and registered office of the Association shall be 213 WEST 9TH AVENUE, #128, FOLEY, ALABAMA 36535, and the initial registered agent of the Association at such address shall be **BRIAN WESLEY**.

ARTICLE SEVEN
BOARD OF DIRECTORS

7.1. The Association shall be governed by a Board of Directors, hereinafter referred to as the "Board," consisting of not less than three (3) or more than five (5) persons.

7.2. The Developer shall appoint the initial Board, and each Director shall serve until the Developer has surrendered control of the Association, but not later than after the Developer has conveyed Ninety percent (90%) of the lots in the Subdivision to owners other than the Developer. The name and address of each said initial Director are as follows, to-wit:

ROLLIN ROCKET, IV
333 West Miracle Strip Parkway
Mary Esther, Florida 32549

BRIAN WESLEY
213 West 9th Avenue, #128
Foley, Alabama 36535

MATTHEW RHOADS
1930 Lemar Drive
Gulf Shores, Alabama 36542

7.3. Not later than Sixty (60) days after the Developer has conveyed Ninety percent (90%) of the total lots in the Subdivision to owners other than the Developer, the Developer shall call the initial meeting of the members of the Association, and surrender control of the Association.

7.4. Subsequent to said initial meeting, the Association shall elect new Directors, and said newly elected Directors shall hold office and serve in such manner and for such terms until the Director's successor has been elected, appointed or otherwise qualified.

7.5. Any Director, other than a Director appointed by the Developer, may be removed from office prior to the expiration of his or her term, for cause, upon a majority vote of the other Directors and written notice, by certified mail, to such removed Director.

7.6. Vacancies occurring in the Board for any reason, shall be filled by appointment by the remaining Directors, and such newly appointed Director shall serve for the unexpired term of the said vacancy or until such time as a new Director has been duly elected by the Association.

7.7. The Board shall have control over the management and administration of the Association's activities, including, but not limited to, the authority to determine all policies, discipline and assess members, and generally supervise the affairs of the Association.

7.8. The Board may designate one or more committees to perform certain duties of the Association and the Board, and said committees shall have and exercise the authority of the Board.

ARTICLE EIGHT
OFFICERS

8.1. The Board shall elect the officers of the Association, and such officers shall consist of a president, vice president, secretary, and treasurer, and any such other officers and assistant officers as the Board may deem necessary.

8.2. The offices of president and secretary/treasurer may not be held by the same person, but all other offices may be combined in any manner the Board should elect.

8.3. The Developer shall appoint the initial officers, and each officer shall serve until the Developer has conveyed ninety percent (90%) of the lots in the Subdivision to owners other than the Developer. The name and address of each said initial officer is as follows, to-wit:

ROLLIN ROCKET, IV
President/Vice-President
333 West Miracle Strip Parkway
Mary Esther, Florida 32549

BRIAN WESLEY
Secretary/Treasurer
213 West 9th Avenue, #128
Foley, Alabama 36535

8.4. Not later than Sixty (60) days after the Developer has conveyed Ninety percent (90%) of the total lots in the Subdivision, the Developer shall call the initial meeting of the members of the Association to elect new officers, and the said new officers elected at such meeting shall serve in such manner and for terms, not exceeding two years, as may be prescribed in the By-Laws.

ARTICLE NINE
MEMBERSHIP AND VOTING

9.1. There shall be one (1) unit (vote) of membership in the Association for each individual platted lot located in the Subdivision, subject to the rights of the Developer, and a lot owner shall have one (1) vote for each lot owned by such owner, subject to the Developer's rights and the terms and conditions of these Articles, the Declaration and the By-Laws.

9.2. The Developer shall have the right to vote the membership for any lot which the Developer owns, but has not yet conveyed.

9.3. A deed to a lot in the Subdivision from the Developer or other person or entity holding through, under or in direct chain of title from the Developer, shall be conclusive evidence of membership in the Association and shall serve as a certificate of membership therein.

9.4. The owner of any lot may designate, appoint, or otherwise authorize at any time, another person, agent or entity to exercise and cast the votes of that lot by notifying the Secretary of the Association, in writing, of the name of such person so designated, and the Secretary shall enter such written designation and such name in a book kept for that purpose.

9.5. In the event a lot in the Subdivision is owned jointly or severally by two or more persons or other separate legal entities, the owners of said lot shall advise the Secretary of the Association, in writing, of the name of the owner, agent or other person designated to exercise and cast the votes attributable to the lot, and the Secretary shall enter such written designation, and such name, in a said book kept for that purpose.

9.6. The Association shall be entitled to rely on and recognize as entitled to vote only those persons properly designated as voters, notwithstanding whether other persons or entities not so designated may have various interests of ownership in the lots from time to time.

9.7. The granting of a mortgage on a lot by its owner(s) shall be construed as conferring upon the mortgagee a conditional proxy to cast the votes attributable to that lot at any regular or special meeting of the Association; however, to exercise such right, the said mortgagee shall first notify the Secretary of the Association, in writing, of said mortgagee's intent to exercise the conditional proxy rights granted to it, as mortgagee, by the terms hereof.

9.8. If a mortgagee fails to provide such written notice, the Association shall recognize the lot owner as fully entitled to cast the votes attributable to the lot; however, once such written notice is received by the Association, the mortgagee's right to cast the votes attributable to that lot shall be recognized by the Association until the mortgagee withdraws its intent to cast such votes, in writing, or until the mortgage is paid in full and satisfied of record, whichever first occurs.

9.9. In the event of a conflict between any provisions of these Articles with Paragraph 9.9 herein above, the provisions of Paragraph 9.9 shall control, and in the event of a conflict between any provision of these Articles, the Declaration or the By-Laws, the provisions of the Declaration shall control, unless otherwise prohibited by statute.

ARTICLE TEN
AMENDMENTS

10.1. These articles may be amended by the votes representing Seventy-Five percent (75%) of the lots eligible to vote as units of membership of the Association present, in person or by proxy, at a meeting duly held in accordance with the provisions of the By-Laws.

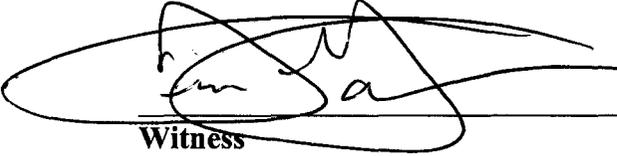
10.2. The notice of any meeting at which an amendment to these articles is proposed shall be in writing, and shall include specific terms of the amendment. No amendment shall become effective until duly recorded in the Office of the Judge of Probate, Baldwin County, Alabama.

IN WITNESS WHEREOF, the undersigned incorporator has duly executed these Articles of Incorporation under seal on this 1st day October, 20 05.



Witness


_____ (SEAL)
ROLLIN ROCKET, IV



Witness


_____ (SEAL)
BRIAN WESLEY

STATE OF ALABAMA }
COUNTY OF BALDWIN }

I, the undersigned, a Notary Public in and for said county and said state, do hereby certify that **ROLLIN ROCKET, IV, AND BRIAN WESLEY**, whose names are signed as Incorporators to the foregoing Articles of Incorporation and who are known to me or otherwise produced valid identification, acknowledged before me on this day, that, after being informed of the contents of said instrument, they executed same voluntarily on the day the same bears date.

Given under my hand and official seal on this 1st day of October, 20 05.

My Commission Expires:

Dec 3 2005



NOTARY PUBLIC

This Instrument Prepared By:

Timothy D. Garner
Attorney at Law
Post Office Box 3304
Gulf Shores, Alabama 36457-3304
(251) 968-5540

STATE OF ALABAMA }
COUNTY OF BALDWIN }

**BY-LAWS
OF
KENNEDY PARK OWNER'S ASSOCIATION, INC.,
AN ALABAMA NON-PROFIT CORPORATION**

WHEREAS, these By-Laws are hereby established in pari materia with the Articles of Incorporation of Kennedy Park Owner's Association, Inc., an Alabama Non-Profit Corporation, hereinafter referred to as the "ARTICLES," a corporation organized and incorporated for the purpose of the management of Kennedy Park, a subdivision, situated in Baldwin County, Alabama, hereinafter referred to as the "SUBDIVISION," and developed by Foley Housing, L.L.C., an Alabama limited liability company, hereinafter referred to as the "DEVELOPER."

AND WHEREAS, the words used in these By-Laws shall have the same meaning as set forth in the Declaration of Rights, Easements, Covenants, Conditions, Affirmative Obligations and Restrictions Applicable to Kennedy Park, a subdivision, hereinafter referred to as the "DECLARATION," as same may hereafter be amended, renewed, or extended from time to time, unless the context shall prohibit.

WHEREFORE, the Developer does hereby establish the following By-Laws, to-wit:

**ARTICLE I
NAME AND PRINCIPAL OFFICE**

1.01. Name. The name of the Association shall be KENNEDY PARK OWNER'S ASSOCIATION, INC., hereinafter referred to as the "Association."

1.02. Principal Office. The initial registered office of the Association in the State of Alabama shall be at **213 WEST 9TH AVENUE, FOLEY, ALABAMA 36535**. The Association may have such other offices, either within or without the State of Alabama, as may be determined by the Board of Directors of the Association, hereinafter referred to as the "BOARD."

**ARTICLE II
THE ASSOCIATION**

2.01. Membership. The Association shall have only one class of membership, and the qualification for same shall be the ownership of a lot in the Subdivision.

2.02. Member Defined. Member, as used herein, shall mean a lot owner in good standing.

2.03. Place of Meetings. Meetings of the Association shall be held at such suitable place convenient to the Members within the Subdivision or as may be otherwise designated by the Board.

2.04. First Meeting. The first meeting of the Members shall be held not later than Sixty (60) days after the Developer relinquishes control of the Subdivision, which relinquishment shall occur no later than when the Developer has conveyed more than Ninety percent (90%) of the total lots in the Subdivision to owners other than the Developer.

2.05. Annual Meeting. The regular annual meeting of the Members shall be set by the Board and shall be set no later than Ninety (90) days after the close of the Association's fiscal year. Subsequent regular annual meetings shall be held within Thirty (30) days of the same day of the same month of each year thereafter at a time set by the Board.

2.06. Proviso. During the period of Developer control of the Association, the Developer shall not be required to hold said annual meetings.

2.07. Special Meetings. Subject to giving proper notice as required herein, the President may call a special meeting at anytime, and if so directed by resolution of a majority of the Board or upon a petition signed by Members representing at least one-third (1/3) of the total eligible votes of the Association, it shall be the duty of the President to call a special meeting of the Association. No business shall be transacted at a special meeting except as stated in the notice.

2.08. Notice of Meeting. Notice of any regular or special meeting shall be given to the voting members, and said notice shall be in writing and state the place, day, hour, and purpose of the meeting. Said notice shall be delivered, either personally or by mail, to each voting Member entitled to vote at such meeting, not less than ten (10) days or more than fifty (50) days before the date of such meeting, by or at the direction of the President or the Secretary. If mailed, said notice shall be deemed to be delivered when deposited in the United States mail addressed to the Voting Members at his address as it appears on the records of the Association, with postage thereon prepaid.

2.09. Waiver of Notice. Any voting Member may, in writing, waive notice of any meeting of the voting Members, either before or after such meeting, and such waiver shall be deemed the equivalent of proper notice. Attendance at any meeting by a voting Member or proxy holder shall be deemed as a waiver by such voting Member, unless such member specifically objects to lack of proper notice at the time the meeting is called to order or before any business is put to a vote.

2.10. Quorum. Except as may otherwise be provided in these By-Laws and the Declaration, the presence in person or by proxy of the voting Members representing one-third (1/3) of the total vote of the Association shall constitute a quorum at all meetings of the Association.

2.11. Lack of Quorum. If a quorum is not present at any meeting of the Association, a majority of the voting Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) days or more than thirty (30) days from the time the original meeting was called. If such new time and place for reconvening the meeting is not fixed by those in attendance at the original meeting, such notice of the time and place for reconvening the meeting shall be given to the voting Members as required herein for any regular or special meeting.

2.12. Withdrawal From Meeting. At any duly called or held meeting at which a quorum is present, the voting Members may continue to do business until adjournment, and said meeting may continue notwithstanding the withdrawal of enough voting Members to leave less than a quorum; however, if at any time during said meeting less than twenty-five percent (25%) of the total voting Members or their alternates are not present in person or proxy, no action taken shall be taken which requires the approval of a majority of the Members necessary to constitute a quorum.

2.13. Reconvened Meeting. At any reconvened meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted.

2.14. Proxies. Voting Members may vote by proxy, provided said proxy is in a proper form and signed by the voting Member and is deposited with the Secretary of the Association, or deposited with the person designated by the Board to accept said proxies. Any such proxy shall be specifically for the meeting for which the proxy is presented for acceptance.

2.15. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all business conducted and resolutions adopted at the meeting.

2.16. Action Without a Meeting. Any action required by law to be approved at a meeting of the voting Members, may be taken without a formal meeting if all of the voting Members entitled to vote with respect to the subject matter thereof consent in writing. Such written consent shall have the same force and effect as a unanimous vote of the voting Members.

ARTICLE III **BOARD OF DIRECTORS**

3.01. Generally. The affairs of the Association shall be governed by a Board of Directors, referred to previously and hereafter referred to as the "BOARD," consisting of at least three (3) persons, but not more than Five (5) persons, and each such Director shall have one (1) vote.

3.02. Initial Board. The Developer shall appoint the initial Board, and said initial Directors do not have to be lot owners. The initial Board shall consist of three (3) persons and shall be identified in the minutes of the first meeting of the Board.

3.03. Appointment By Developer. The Developer shall have the right to appoint at least two (2) members of the Board until such time as the Developer has surrendered control of the Association to the Members.

3.04. Relinquishment by Developer. The Developer shall continue to select such Directors and such Directors shall serve at the discretion of the Developer until the Developer has surrendered control of the Association to the Members, in which case shall be no later than after the Developer has conveyed Ninety percent (90%) of the total lots in the Subdivision to owners other than the Developer; however, nothing contained herein shall prohibit the Developer from voluntarily relinquishing control prior to the conveyance of said Ninety percent (90%).

3.05. Directors Approved By Association. Upon relinquishment of control of the initial Board by the Developer, all Directors shall be approved and elected by the Association. All such Board members serving after control has been surrendered shall be voting Members; however, no Member and such Member's spouse may serve on the Board at the same time.

3.06. Nomination of Directors. Nominations for election to the Board after the Developer has surrendered control of the Association to the members shall be made by a Nominating Committee appointed by the Board, hereinafter referred to as the "COMMITTEE." The Committee shall consist of a Chairman, who shall be a member of the Board, and two (2) or more voting Members of the Association. The Committee shall be appointed by the Board not less than Thirty (30) days prior to each annual meeting of the voting Members, and such appointment shall be announced at each such annual meeting. The Committee shall make as many nominations for election to the Board as the Committee shall in its discretion determine, but in no event less than the number of vacancies or terms to be filled. Nominations shall also be permitted from the floor during the said regular annual meeting, and all candidates, whether nominated by the Committee or from the floor, shall have a reasonable opportunity at such annual meeting to communicate their qualifications to the Members and to solicit votes prior to the vote by the Membership.

3.07. Election of Directors. The first election of the Board shall be conducted at the first meeting of the Association after Developer relinquishes control. At such election, the voting Members may cast one vote, in respect to each vacancy. The persons nominated receiving the largest number of votes shall be elected. Nothing to the contrary withstanding, as long as the Developer owns a lot in the subdivision, the Developer shall be allowed to appoint one Director to the Board.

3.08. Term of Office. If the Association determines the Board shall consist of three (3) Directors, the initial term of at least one (1) Director shall be fixed at not more than one (1) year, and the initial term of the other two (2) Directors may be fixed at not more than two (2) years. If the Board consists of more than three (3) Directors, then at least two (2) Directors shall have concurrent terms of one (1) year. Thereafter, upon the expiration of the initial term of office of each said initial Director, the successor of each said initial Director shall serve for a term of two (2) years. Each member of the Board shall hold office until such member's respective successor has been elected by the Association. The intent is to create a continuous staggering of service.

3.09. Death or Resignation of Director. In the event of death, resignation, or removal of a Director elected by the Association, such Director's successor shall be selected by a majority of the remaining members of the Board and shall serve for such Director's unexpired term.

3.10. Removal of Directors. Any Director appointed by the Board or duly elected by the Association may be removed from office prior to the expiration of his or her term, with or without cause, upon the majority vote of the Board or the voting Members at a meeting properly called for such purpose. Any Director appointed by the Developer may only be removed by the Developer.

3.11. Review of Members. The removal of a Director by the Board shall be subject to the review of the Members of the Association, if requested, at a meeting called by the Members for that purpose. Any Director whose removal is sought shall be given notice prior to such meeting.

3.12. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year with at least one every six (6) months. The first meeting of the newly elected Board following each regular annual meeting of the membership shall be held within ten (10) days after such meeting at such time and place as shall be fixed by the Board.

3.13. Special Meetings. Special meetings of the Board shall be held when called by a written notice signed by any Officer of the Association, or by any two (2) Directors.

3.14. Notice of Meetings. Notice of the date, time and place of any meeting of the Board, regular or special, shall be given to Directors not less than four (4) days prior to any such meeting, and such notice shall specify the date, time and place of the meeting and the nature of any special business to be considered and shall be given to each Director by one of the following methods, to-wit: (i) by personal delivery; or (ii) by written notice by first class mail, postage prepaid; or (iii) by telephone communication directly to the Director; or (iv) by facsimile; or (v) by telegram, charges prepaid. All notices shall be sent to the Director's address, telephone, and facsimile number as submitted to the Secretary of the Association and shown on the Association's records.

3.15. Waiver of Notice. Any Director may waive notice of any meeting of the Board by executing a written consent to holding such meeting, and such consent is entered in the minutes. Said waiver or consent need not specify the purpose of the meeting.

3.16. Attendance Deemed Waiver. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting the lack of notice before the meeting begins.

3.17. Quorum. A majority of the Directors shall constitute a quorum for the transaction of business at all meetings of the Board, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute a valid decision of the Board. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the Directors who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting at which might have been transacted at the meeting originally called may be transacted without further notice.

3.18. Withdrawal. At any duly called or held meeting of the Board at which a quorum is present, the Directors may continue to do business until adjournment, and said meeting may continue notwithstanding the withdrawal of enough Directors to leave less than a quorum; however, if at any time during said meeting less than one-third (1/3) of the total Directors are not present in person or proxy, no action taken shall be taken which requires the approval of a majority of the Directors.

3.19. Compensation. No Director shall receive any compensation from the Association for serving as a Director unless approved by the voting Members representing a majority of the total vote of the Association at a regular or special meeting.

3.20. Conduct of Meetings. The President shall preside over all meetings of the Board, and the Secretary shall keep a minute book recording therein the business and proceedings transacted at said meetings and all resolutions adopted by the Board.

3.21. Open Meetings. Except as otherwise provided herein, all meetings of the Board shall be open to all voting Members; however, said Members may not participate in any discussion or deliberation at such meetings unless expressly authorized by a majority the Board.

3.22. Action Without Meeting. The Directors may take any action without a formal meeting of the Board if the Directors execute a consent in writing setting forth the action so taken, and such consent shall have the same force and effect as a unanimous vote. An explanation of the action so taken shall be made available to the Members within Three (3) days after such written consent has been received from all Board members.

3.23. Primary Duty and Power. The primary duty of the Board shall be the responsibility for the management and administration of the affairs of the Association, and the Board shall have all of the powers necessary and authorized by law to accomplish same.

3.24. Accounting Method. Unless otherwise approved by resolution of the Board, the accrual accounting method, as defined by generally accepted accounting practices, shall be used.

3.25. Segregation of Cash Accounts. The Board shall segregate all cash accounts of the Association and shall not be commingle such accounts with any other accounts.

3.26. Reporting. Commencing at the end of the first fiscal year which the first Lot is sold and closed, the Board shall prepare, (i) an Income Statement reflecting all income and expense activity for the preceding twelve (12) months on an accrual basis; (ii) an Account Activity Statement reflecting all receipt and disbursement activity for the preceding twelve (12) months on an accrual basis; (iii) an Operating Statement for the Association's said fiscal year and a Balance Sheet as of the last day of the Association's fiscal year, all of which shall be distributed within ninety (90) days after the close of a fiscal year; and (iv) a Delinquency Report listing all Lot owners who have been delinquent during the preceding twelve (12) month period in paying the monthly assessments or other installments of assessments and who remain delinquent at the time of the report and describing the status of any action to collect such installments which remain delinquent.

3.27. Assessment and Borrowing For Improvement. The Board shall first obtain the approval of the voting Members to assess Lot owners either as a general or special assessment or to borrow funds in the name of the Association for the purpose of modifying, improving, or adding amenities to the Common areas of the Subdivision.

3.28. Assessment and Borrowing For Repair. Notwithstanding anything contained herein to the contrary, the Board shall have the expressed power to assess Lot owners and borrow money for the limited purpose of maintenance, repair and/or restoration of the Common Areas and facilities without the approval of the voting Members of the Association.

3.29. Impose Fine and Suspend Voting Rights. The Board shall have the authority to impose a fine or suspend the voting rights of a voting Member, excluding the Developer, for violation of these By-Laws, the Articles, the Declaration, or any rule or regulation established by the Board, after the following procedures are followed by the Board, to-wit:

(a) Notice and Demand. Written notice and a demand to cease and desist from an alleged violation shall be served upon the alleged violating Member, and said notice and demand shall set forth (i) the alleged violation; (ii) the action required to abate the violation; and (iii) a time period, not less than seven (7) days to abate the action without further sanction.

(b) Continued or Subsequent Violation. If an alleged violating Member continues such violation after the time period allowed in the demand for abatement or otherwise commits such violation again within Twelve (12) months of said written demand, the Board or its delegate shall serve the violator with written notice of a hearing to be held in executive session by the Board or a special committee, and such notice shall contain (i) the nature of the alleged violation; (ii) the date, time and place of the hearing, which date shall not be less than seven (7) days from the giving of the notice; (iii) an invitation to attend the hearing and produce any statement, evidence, and witnesses on such violator's behalf; and (iv) the proposed sanction intended to be imposed.

(c) Hearing. A hearing shall be held in executive session by the Board or a special committee organized specifically for said hearing, and said hearing shall afford the violating Member a reasonable opportunity to be heard.

(d) Proof of Notice. Prior to the effectiveness of any sanction hereunder, proof of proper notice and the invitation to be heard shall be place in the minutes of the hearing, and such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, are entered by the officer or other official effectuating said delivery. Notice shall be deemed satisfied if the alleged violator appears at the meeting.

(e) Minutes. Minutes of the hearing shall be duly recorded, and such minutes shall contain a written statement of the results of the hearing and the nature of any sanction imposed.

(f) Appeal to Board. If such hearing was held by a committee, the violator shall have the right to appeal any adverse decision of the committee to the Board. To perfect this right, a written notice of appeal must be received by the President or Secretary of the Association within fifteen (15) days after the hearing date.

3.30. Other Duties and Powers. In addition to the foregoing, or by any resolution of the Association hereafter adopted, the Board shall also have the following duties and powers, to-wit:

(1) The Board may do all acts and things not prohibited by the Declaration, Articles, or these Bylaws or otherwise directed to be done and exercised exclusively by the Members.

(2) The Board may delegate to any Board member the authority to act on behalf of the Board on all matters relating to the duties of any manager or other managing agent, if any.

(3) The preparation and adoption of an annual budget in which shall be established the contribution of each Lot Owner to the Common Expenses.

(4) To make such assessments as necessary to defray the Common Expenses of the Subdivision and the Association, and establish the means and methods of collecting such assessments and the period of time and number of installment payments of such assessments.

(5) To provide for the operation, care, upkeep, maintenance and administration of all of the Common Areas of the Subdivision.

(6) To designate, appoint, hire and dismiss the personnel necessary for the maintenance, operation, repair, and replacement of the Subdivision property and the proper administration and management of the Association.

(7) To provide, where appropriate, for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties in the operation, management, maintenance, and care of the Association and the Common Areas of the Subdivision.

(8) To collect assessments and deposit same in a bank depository approved by the Board, and using such proceeds to administer and manage the Association and the Subdivision.

(9) To open bank accounts on behalf of the Association and designate the signatories required therefor.

(10) To make or contract for the making of repairs, additions, and improvements to or alterations of the Common Area in accordance with the other major provisions of the Declaration and these Bylaws as may be needed from time to time by reason of fire or other damage.

(11) To make and amend rules and regulations as necessary from time to time regarding the use and enjoyment of the Common Areas of the Subdivision.

(12) To enforce by legal means the provisions of the Declaration, these By-Laws, and any rules and regulations adopted by the Board.

(13) To institute any proceedings necessary to protect the best interest of the Subdivision, the Association and the Lot owners.

(14) To obtain and maintain insurance against casualties and liabilities, as determined by the Board, and pay the premium cost thereof.

(15) To pay the cost of all services rendered to the Association or its Members and not chargeable to Lot owners.

(16) To keep financial and other records with detailed accounts of all receipts and expenditures regarding the operation, management and administration of the Association and the Subdivision, including, but not limited to all expenses for maintenance and repair of the Common Areas of the Subdivision.

(17) To keep and maintain all books and other Association records in accordance with generally accepted accounting practices.

(18) To make all books and other Association records available to Lot owners for examination by the Lot owners and their mortgagees and their duly authorized agents, accountants, or attorneys, during general business hours on working days at the time and place and in a manner set by the Board.

(19) To make available to any prospective purchaser of a Lot, or any owner of a Lot, or any first Mortgagee, and the holders, insurers, and guarantors of a first mortgage on any Lot, current copies of the Declaration, the Articles, the By-Laws, any rules and regulations governing the Lots and Lot owners, and all other books, records, and financial statements of the Association.

(20) To permit utility suppliers to use such portions of the Common Areas as reasonably necessary to further the ongoing development and operation of the Subdivision.

ARTICLE IV
OFFICERS

4.01. Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer, and any other officers as the Board shall deem necessary, including one or more assistant Secretaries and/or Treasurers, hereinafter referred to collectively as "OFFICER."

4.02. Initial Officers. The Developer shall elect the initial Officers, and they shall serve until the Developer has surrendered control of the Association to the Members, but in no case later than after the Developer has conveyed Ninety percent (90%) of the Lots in the Subdivision to owners other than the Developer. Thereafter, all such Officers shall be duly elected by the Board.

4.03. Election. The Board shall elect the Officers of the Association at the first meeting of the Board following each regular annual meeting of the voting Members as set forth herein, and each said Officer serve for a period as determined by the Members; however, nothing shall be construed herein to prevent an Officer from serving consecutive terms.

4.04. Resignation. Any Officer may resign at any time by giving written notice to the President or any Board member, and such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and acceptance of such resignation shall not be necessary to render it effective.

4.05. Removal. Any Officer may be removed by the Board, with or without cause, whenever the Board deems such removal is in the best interest of the Association.

4.06. Vacancy. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board for the unexpired term of such vacancy.

4.07. Powers and Duties. The Officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board. The President shall be the chief executive officer of the Association. The Vice President shall serve in the place of the President in the event of the President's absence. The Secretary shall have the primary responsibility to prepare and record minutes of meetings and be the custodian of the minute books. The Treasurer shall have primary responsibility to prepare the budget and may delegate all or part of the preparation and notification duties to a finance committee, a management agent, or other assistant. Any two or more offices may be held concurrently by the same person, except the same person shall not hold the offices of President and Secretary/Treasurer.

4.08. Execution of Agreements and Contracts. All agreements, contracts, deeds, leases, checks, mortgages, and other legal instruments of the Associations shall be executed by at least two (2) officers of the Association or by such other person or persons as may be designated from time to time by a resolution of the Board.

ARTICLE V COMMITTEES

5.01. General. The Board may appoint and establish committees to perform such tasks and to serve for such periods as the Board shall determine necessary and designate by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present, and such committees shall perform such duties and have such powers as set forth and provided in a resolution the Board may adopt from time to time.

5.02. Right of Developer. The Developer shall have the right to remain a member of the Board for as long as the Developer owns any lot in the Subdivision, and the Developer shall not be required to relinquish control of the Board until after the Developer has conveyed Ninety (90) percent of the lots located in the Subdivision to owners other than the Developer.

ARTICLE IV MISCELLANEOUS

6.01. Rights of the Association. With respect to the Common Areas or other Association responsibilities owed, and in accordance with the Articles and By-Laws, the Association shall have the right to contract with any person or entity for the performance of various duties and functions.

6.02. Parliamentary Rules. The current edition of Robert's Rules of Order shall govern the procedures and conduct of all Association and Board proceedings when not in conflict with Alabama law, the Articles, the Declaration, or these Bylaws; however, the Board shall have the authority to modify such procedures by resolution.

6.03. Fiscal Year. The initial fiscal year of the Association shall be set by the Board.

6.04. Conflicts. In the event of any conflict or inconsistency between the provisions of Alabama Law, the Articles, the Declaration, and these Bylaws, the provisions of Alabama law, the Declaration, the Articles, and the By-Laws shall prevail in that order.

6.05. Inspection of Records. The Declaration, the Articles, these By-Laws, membership register, accounting records, and minutes of meetings of the Members, the Board, and the committees, shall all be made available for inspection and copying by any mortgagee, voting Member of the Association, or the duly appointed representative of such Member or mortgagee at any reasonable time and for a purpose reasonable related to such Member's interest at the office of the Association or at such other place within the Subdivision as the Board shall prescribe. Every Director shall have the absolute right at any reasonable time to inspect and copy all books, records, and documents of the Association and the physical properties owned or controlled by the Association, such right of inspection by Directors shall include the right to make a copy of relevant documents at the expense of the Association.

6.06. Rules for Inspection of Records. The Board shall establish reasonable rules regarding the inspection of Association books and records, including, but not limited to, (i) notice to be given to the custodian of the records; (ii) hours and days of the week when such an inspection may be made; and (iii) payment of the cost of reproducing copies of documents requested.

6.07. Notice to Association. Unless otherwise provided elsewhere in these By-Laws, the Declaration, or the Articles, all communications to the Association or the Board shall be at the principal office of the Association or the Association's designated managing agent, if any, or at such other address designated by the Association.

6.08. Notice to Members. Unless otherwise provided elsewhere in these By-Laws, the Declaration, or the Articles, all notices, demands, and other communications to Members required herein shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by registered or certified mail, return receipt requested, first class postage prepaid, to the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Lot owned by such owner.

6.09. Amendment. Except as otherwise provided herein, the Declaration, or the Articles, these By-Laws may only be amended by the affirmative vote or written consent of the voting Members representing two-thirds (2/3) of the total votes of the Association; however, if a specific clause requires a higher percentage, the percentage of the votes necessary to amend such specific clause shall control and be required. All amendments must be executed by both the President and the Secretary of the Association; however, notwithstanding anything else contained herein or the Declaration or other document to the contrary, the Developer may unilaterally amend these By-Laws in any way and at any time as long as the Developer owns a lot in the Subdivision and such amendment has no adverse effect upon any right of any voting Member. Such amendments may include any amendment to comply with procedures and requirements of FNMA or any other national or secondary market lender, or FEMA, ADEM, or other governmental agency or department.

CERTIFICATION

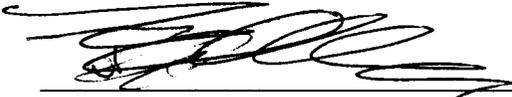
IN WITNESS WHEREOF, I, the undersigned Secretary, do hereby certify the foregoing By-Laws constitute the initial By-Laws of Kennedy Park Owner's Association, Inc. as duly adopted at a meeting of the Board held on the 1st day of OCTOBER, 2005.

ATTESTED:

**KENNEDY PARK OWNER'S
ASSOCIATION, INC.,**
An Alabama Non-Profit Corporation



BY ROLLIN ROCKET, IV
PRESIDENT



BY BRIAN WESLEY
SECRETARY

This Instrument Prepared By:
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