

**ARTICLES OF INCORPORATION
CAMDEN RIDGE HOMEOWNERS ASSOCIATION, INC.
AN ALABAMA NON-PROFIT CORPORATION**

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 name of the corporation is "Camden Ridge Homeowners 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 to provide for the efficient preservation of the appearance, value, and amenities of the property which is subject to the Camden Ridge Declarations of Covenants, Conditions, and Restrictions (collectively, the "Declaration") recorded or to be recorded in the Probate Office of Lee County, Alabama. Declaration shall include the original Declaration filed of record on July 26, 1995 in Book 1963 at Page 123 in the Office of the Judge of Probate of Lee County, Alabama and all subsequent Declarations for each addition and/or phase of Camden Ridge Subdivision that are filed of record.
4. **Powers.** The powers of the Association are:
 - a. To own, operate, maintain, manage, repair, and replace common areas of the Property.
 - b. 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 in the Property and all alterations, changes, and additions thereto.
 - c. To perform and carry out the acts, duties, responsibilities, and conditions delegated to the Association in the Declaration and in these Articles of Incorporation, in accord with the Bylaws of this Association, and all amendments thereto.
 - d. 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.
 - e. 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 Property.
 - f. To make, levy, collect, and enforce Assessments or Dues, as defined in the Declaration, or a duly recorded instrument executed by a Lot owner subjecting said Lot to annual Assessments or Dues, and to use and expend such Assessments or Dues in the manner set forth in

the Declaration. Initial yearly dues will not exceed \$300.00 per year, for the first five years after incorporation of the Association.

g. 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 Property.

h. To purchase and maintain insurance for such coverage, 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.

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

j. 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.

k. To operate without profit for the sole and exclusive benefit of its members.

l. 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.

5. **Initial Registered Office and Agent.** The location and street address of the initial registered office of the Association, and the name of its initial registered agent at such address, are as follows:

Donald M. Conner, 739 Opelika Road, Auburn, AL 36830

6. **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 members thereof and is organized solely for nonprofit purposes.

7. **Members.** The initial Members of the Association shall consist of all Owners of Lots in Camden Ridge, 11th Addition, and all subsequent additions and phases that may be developed in the future by the Developer. Lot Owners in Camden Ridge 1st Addition through the 10th Addition shall be given the opportunity to become members of the Association by paying annual assessments and subjecting their respective property to perpetual membership in the Association by executing a Declaration of Membership in Camden Ridge Homeowners Association, Inc., the form of which is attached hereto as Exhibit "A". Membership in the Association, whether by grant of title for Camden Ridge 11th Addition and all future additions, or by initial voluntary membership for Camden Ridge 1st Addition through 10th Addition, shall be appurtenant to, and may not be separated from, ownership of a lot. Developer as that term is defined in the Declaration shall be

entitled to all voting rights attributed to any lots owned by Developer. Nothing contained in Paragraph 7 shall be deemed or interpreted to restrict the Association's ability to enforce all covenants of record for the Camden Ridge Subdivision. It is the specific intent of the Developer to form this Association to govern all phases of Camden Ridge Subdivision in order to raise the standards of the Subdivision and maintain its integrity.

8. **Directors.** The affairs of the Association shall be managed by a Board of Directors.

a. **Number of Directors.** The number of Directors constituting the initial Board of Directors shall be a minimum of six (6). 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 one (1) Director from North Woods, Inc. and five (5) Property Owners, (ii) no decrease in the number of Directors shall have the effect of shortening the term of any incumbent Director, (iii) as provided in the applicable Sections of the Declaration, Developer shall have the right to elect all members of the Board of Directors of the Association as long as Developer owns any Lot (platted) within the Property other than a dwelling used by Developer as a personal residence in the development, and (iv) at such time as Developer no longer owns any Lot other than a dwelling used by Developer for a personal residence in the Development, the members of the Association shall elect a new Board of Directors of the Association as provided in the appropriate Section of the Declarations. Directors other than those representing North Woods, Inc., must be Property Owners in the development and residents of the State of Alabama. The names and mailing addresses of each person who is to serve as initial Directors of the Association until their successors are elected and qualified or until such Directors are removed as provided in Paragraph 8(b) of these Articles are as follows:

J. Ab Conner and Donald M. Conner, both at: P. O. Box 3070, Auburn, AL 36831-3070

b. **Removal.** For so long as Developer owns any Lot within the Property, other than a dwelling used by Developer for a personal residence, 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 approval of any of the members. At such time as Developer no longer owns any Lot within the Development, other than a dwelling used by Developer as a personal residence, 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. Vacancies which may thereafter arise on the Board shall be filled as provided in the Bylaws.

c. **Powers.** Except as may be otherwise provided to the contrary in the Declarations, 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 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.

9. **Incorporators.** The name and mailing address of each incorporator is as follows:

Donald M. Conner, P.O. Box 3070, Auburn, AL 36831-3070.

10. **Distribution of Assets Upon Dissolution.** Dissolution of the Association shall be accomplished as set forth in the Alabama Nonprofit Corporation Act. 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:

a. 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

b. 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.

11. **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.

12. **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, 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.

b. 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 Paragraph 12(a) 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.

c. Any indemnification under Paragraph 12(a) 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 Paragraph 12(a) 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.

d. 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 12(c) 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 12.

e. The indemnification authorized by this Paragraph 12 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.

f. 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 hereunder.

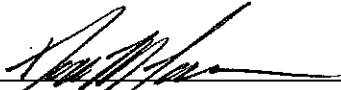
13. **Amendment.** For so long as Developer owns any Lot within the Development, other than a dwelling used by Developer as a personal residence, these Articles of Incorporation may be amended at any time and from time to time by Developer or by the vote of the Board of Directors of the Association, without the consent or approval of any of the Members of the Association. At such time as Developer no longer owns any Lot within the Development, other than a dwelling

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used by Developer as a personal residence, then these Articles of Incorporation may be amended, subject to the terms and provisions of the Declarations, 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).

14. **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.

IN WITNESS WHEREOF, the undersigned Incorporator has hereunto subscribed his name to these Articles of Incorporation as of this, the 27th day of February, 2009.



Donald M. Conner
Incorporator

STATE OF ALABAMA
LEE COUNTY

I, the undersigned authority, a Notary Public for the State of Alabama at Large, hereby certify that Donald M. Conner, whose name as Incorporator of Camden Ridge Homeowners Association, Inc. is signed to the foregoing Articles of Incorporation, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 27th day of Feb., 2009.

Notary Public Causep. Elhad
My commission expires: 10/26/09

Book/Pg: 1287/639
Term/Cashier: SCAN2 / KW
Tran: 4098.79320.108417
Recorded: 03-02-2009 11:39:57
REC Recording Fee
Total Fees: \$ 30.00

30.00

**BYLAWS OF THE
CAMDEN RIDGE HOMEOWNERS ASSOCIATION, INC.
AN ALABAMA NON-PROFIT CORPORATION**

ARTICLE I: THE ASSOCIATION

1.01. **Name.** The name of this Association shall be "Camden Ridge Homeowners Association, Inc." an Alabama nonprofit corporation (the "Association"), which has been formed pursuant to Articles of Incorporation of the Association (the "Articles of Incorporation") which have been filed with the Probate Office of Lee County, Alabama. The provisions of these Bylaws are expressly subject to the terms and provisions of the Camden Ridge Declarations of Covenants, Conditions, and Restrictions as recorded in the Probate Office of Lee County, Alabama (which, together with all subsequent amendments thereto, is hereinafter referred to as the "Declarations"). Capitalized terms not otherwise defined herein shall have the same meanings given to them in the Declarations.

1.02. **Principal Office.** The principal office of the Association in the State of Alabama shall be located at 739 Opelika Road, Auburn, AL 36830. The Association may move the principal offices, upon unanimous approval of all directors.

1.03. **Registered Office.** The registered office of the Association required by the Alabama Nonprofit Corporation Act to be maintained in the State of Alabama shall be at 739 Opelika Road, Auburn, AL 36830.

ARTICLE II: MEETINGS

2.01. **Annual Meeting.** The annual meeting of the members of the Association shall be held at 7:00 p.m. on the last business day of January of each year or at such other time or such other day within such month as shall be fixed by the Board of Directors. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day. At the annual meeting, the Members of the Association shall, subject to the terms of these Bylaws, elect the Board of Directors of the Association, review the annual budget for the Association as provided in the Declarations, and otherwise transact such other business as may come before such meeting. If the election of Directors shall not be held on the day designated herein for any annual meeting of the Members of the Association, or any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the Members of the Association as soon thereafter as may be convenient.

2.02. **Special Meetings.** Special meetings of Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President or the Board of Directors of the Association and shall be called by the President or Secretary of the Association upon the petition of at least one-half (1/2) or more of the total votes in the Association.

2.03. **Place of Meeting.** The Board of Directors may designate any place as the place of meeting for any annual or special meeting. In the absence of any designation, all meetings shall be held at the principal office of the Association in the State of Alabama.

2.04. **Notice of Meeting.** Written or printed notice stating the place, day, and hour of the meeting and, in case of a special meeting, or of a meeting which is required by statute to be held for any

special purpose, or of any annual meeting at which special action is to be taken, the purpose of purposes for which the meeting is called, or the special action which is proposed to be taken, shall be delivered not less than ten (10) nor more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of the Board of Directors, the President, the Secretary, or the officer of persons calling the meeting, to each Member of the Association. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Member at his address as it appears on the books of the Association, with postage thereon prepaid. If given personally, such notice shall be deemed to have been delivered to the Member upon delivery of the same to the Lot of such Member.

2.05. Quorum. The provisions of the Declarations shall be applicable in determining whether a quorum exists for any meeting of the Association. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

2.06. Proxies. At all meetings of the members of the Association, a member may vote either in person or by proxy executed in writing by the member or by his duly authorized attorney-in-fact. Such proxy shall be filed with the Secretary of the Association before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

2.07. Voting by Members. Subject to the provisions of these Bylaws, each Member of the Association shall be entitled to one (1) vote for each Lot owned by such Member. Declarant shall be entitled to one (1) vote for each Lot owned by Declarant. No fractional voting shall be permitted. For purposes of these Bylaws, the Articles of Incorporation, and the Declarations, the vote of a "majority" of the Members of the Association shall mean the vote of more than fifty percent (50%) of the total number of votes represented at a meeting, whether in person or by proxy. Unless a greater proportion is specified in these Bylaws, the Articles of Incorporation, or the Declarations and, subject to the terms and provisions of these Bylaws, any matter which requires the vote of, approval, disapproval, or consent of the members of the Association shall be deemed to have been given if a "majority" of the Members of the Association represented at a meeting, either in person or by proxy, affirmatively vote for, approve, disapprove, or consent to the same.

2.08. Informal Action by Members. Any action required or permitted to be taken at a meeting of the Members of the Association may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members entitled to vote with respect to the subject matter thereof.

ARTICLE III: BOARD OF DIRECTORS

3.01. General Powers. The business and affairs of the Association shall be managed by or under the direction of its Board of Directors, whose number, tenure, election, renewal and replacement are established in the Articles of Incorporation.

3.02. Regular Meetings. A regular meeting of the Board of Directors shall be held, without further notice other than this bylaw, immediately after, and at the same place as, the annual meeting of the members of the Association; provided, however, that any such regular meeting may be held at any other time or place which shall be specified in a notice given as hereinafter provided

for special meetings, or in a consent and waiver of notice thereof, signed by all Directors. The Board of Directors may provide, by resolution, the time and place for the holding of additional regular meetings without other notice than such resolution.

3.03. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President, any Vice President, or any two (2) Directors. The person or persons authorized to call special meetings of the Board of Directors may fix the place for holding any special meeting of the Board of directors called by them.

3.04. Notice. Notice of any special meeting shall be given either (a) by written notice at least 48 hours in advance of such meeting, delivered in person or by leaving such notice at the place of business or residence of each Director, or by depositing such notice in the United States mail, postage prepaid, addressed to the Director at his address as it appears on the records of the Association; (b) verbally in person or by telephone at least 24 hours in advance of such meeting by communication with the Director in person or by telephone; or (c) by email or text message at least 24 hours in advance of such meeting. Any Director may waive notice of any meeting. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

3.05. Quorum. A majority of the number of Directors fixed by Section 3.01 of these Bylaws shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice. If a quorum is present when the meeting is convened, the Directors present may continue to do business, taking action by a vote of a majority of quorum as fixed above, until adjournment, notwithstanding the withdrawal of enough Directors to leave less than a quorum as fixed above, or the refusal of any Director present to vote.

3.06. Manner of Acting. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number if required by statute, the Articles of Incorporation, or these Bylaws.

3.07. Action Without a Meeting. Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if consented to in writing, setting forth the action so taken. Such action shall be signed by all of the Directors.

3.08. Compensation. By resolution of the Board of Directors, each Director may be paid his expenses, if any, of attendance at each meeting of the Board of Directors. No such payment shall preclude any Director from serving the Association in any other capacity and receiving compensation therefore.

3.09. Committees. The Board of Directors, by resolution adopted by a majority of the full Board of Directors, may designate from among its members one or more committees, each committee to consist of one or more of the Directors and each of which committees, to the extent provided in such resolution, shall have and may during intervals between the meetings of the Board, exercise all the authority of the Board of Directors, except that no such committee shall have the authority of the Board of Directors in reference to issuing capital stock, amending the Articles of Incorporation, adopting a plan of merger or consolidation, filling vacancies in the Board of Directors, or amending the Bylaws of the Association. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board

of Directors. The designation of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed upon it or him by law.

3.10. **Resignations.** Any Director of the Association may resign at any time either by oral tender of resignation at any meeting of the Board of Directors or by giving written notice thereof to the Secretary of the Association. Any such resignation shall take effect upon receipt of such notice or at any later time specified therein. Unless otherwise specified in the notice, the acceptance of such resignation shall not be necessary to make it effective.

3.11. **Participation in Meetings by Conference Telephone.** Members of the Board of Directors or any committee designated thereby may participate in a meeting of such Board or committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at such meeting.

ARTICLE IV: OFFICERS

4.00. **Board of Directors (New).** The Board of Directors will be elected by the membership of the Association during its annual meeting. Nominations will be taken from the membership at large.

4.01. **Principal Officers.** The principal officers of the Association shall be elected by the Board of Directors and shall include a President, one or more Vice Presidents, a Secretary, and a Treasurer and may, at the discretion of the Board of Directors, also include such other officers as may be designated from time to time. Any number of offices may be held by the same person, except the offices of President and Secretary. None of the principal officers need be Directors of the Association.

4.02. **Election of Principal Officers; Term of Office.** The principal officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the members. If the election of principal officers shall not be held at such meeting, such election shall be held as soon thereafter as may be convenient. Each principal officer shall hold office until his successor shall have been duly elected and qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. If the Board of Directors shall fail to fill any principal office at an annual meeting, or if any vacancy in any principal office shall occur, or if any principal office shall be newly created, such principal office may be filled at any regular or special meeting of the Board of Directors.

4.03. **Subordinate Officers, Agents, and Employees.** In addition to the principal officers, the Association may have such other subordinate officers, agents, and employees as the Board of Directors may deem advisable each of whom shall hold office for such period and have such authority and perform such duties as the Board of Directors, the Chairman of the Board, the President, or any officer designated by the Board of Directors, may from time to time determine. The Board of Directors at any time may appoint and remove, or may delegate to any principal officer the power to appoint and to remove, any subordinate officer, agent, or employee of the Association.

4.04. **Delegation of Duties of Officers.** The Board of Directors may delegate the duties and powers of any officer of the Association to any other officer or to any Director for a specified period of time for any reason that the Board of Directors may deem sufficient.

4.05. **Removal of Officers or Agents.** Any officer or agent of the Association may be removed by the Board of Directors at any time, either with or without cause, and the Board of Directors may appoint a successor to such removed officer and agent. Election or appointment of any officer or agent shall not of itself create contract rights.

4.06. **Resignations.** Any officer may resign at any time by giving written notice of resignation to the Board of Directors, to the Chairman of the Board, to the President, or to the Secretary. Any such resignation shall take effect upon receipt of such notice or at any later time specified therein. Unless otherwise specified in the notice, the acceptance of a resignation shall not be necessary to make the resignation effective.

4.07. **Vacancies.** A vacancy in any office, the holder of which is elected or appointed by the Board of Directors, because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term of such office. A vacancy in any other office for any reason shall be filled by the Board of Directors, or any committee, or officer to whom authority for the appointment, removal, or filling of vacancies may have been delegated by these Bylaws or by resolution of the Board of Directors.

4.08. **President.** The President shall preside at all meetings of the members of the Association and of the Board of Directors at which he is present. The President shall be the chief executive officer of the Association and, subject to the control of the Board of Directors, shall have general supervision over the business and affairs of the Association. The President shall have all powers and duties usually incident to the office of the President except as specifically limited by resolution of the Board of Directors. The President shall have such other powers and perform such other duties as may be assigned to him from time to time by the Board of Directors.

4.09. **Vice Presidents.** In the absence or disability of the President or if the office of President be vacant, the Vice Presidents, in the order determined by the Board of Directors, or if no such determination has been made, in the order of their seniority, shall perform the duties and exercise the powers of the President, subject to the right of the Board of Directors at any time to extend or confine such powers and duties or to assign them to others. Any Vice President may have such additional designation in his title as the board of Directors may determine. Each Vice President shall generally assist the President in such manner as the President shall direct. Each Vice President shall have such other powers and perform such other duties as may be assigned to him from time to time by the Board of Directors or the President.

4.11. **Secretary.** The Secretary shall act as Secretary of all meetings of the members of the Association and of the Board of Directors at which he is present, shall record all the proceedings of all such meetings in a minute book to be kept for that purpose, shall have supervision over the giving and service of notices of the Association, and shall have supervision over the care and custody of the records and seal of the Association. The Secretary shall be empowered to affix the corporate seal to documents, the execution of which on behalf of the Association under its seal is duly authorized, and when so affixed may attest the same. The Secretary shall have all powers and duties usually incident to the office of Secretary, except as specifically limited by a resolution of

the Board of Directors. The Secretary shall have such other powers and perform such other duties as may be assigned to him by the Board of Directors or the President. CORP Book & Page

4.12. **Treasurer.** The Treasurer shall have general supervision over the care and custody of the funds and over the receipts and disbursements of the Association and shall cause the funds of the Association to be deposited in the name of the Association in such banks or other depositories as the Board of Directors may designate. The Treasurer shall have all powers and duties usually incident to the office of Treasurer except as specifically limited by a resolution of the Board of Directors. The Treasurer shall have such other powers and perform such other duties as may be assigned to him by the Board of Directors or the President.

4.13. **Salaries.** The officers of the Association shall not be entitled to any salaries or other compensation except for expenses incurred on behalf of the Association, which shall be reimbursed.

ARTICLE V: FISCAL MATTERS AND RECORDS

5.01. **Fidelity Bonds.** The Board of Directors may require that any contractor or employee of the Association handling or responsible for Association funds furnish an adequate fidelity bond. The premium for any such bond shall be paid by the Association and shall constitute a Common Expense.

5.02. **Books and Records Kept by Association.** The Association shall keep detailed, complete, and accurate financial records, including itemized records of all receipts and disbursements, shall keep detailed minutes of the proceeds of all meetings of the members and of the Board of Directors and committees having any of the authority of the Board of Directors, and shall keep such other books and records as may be required by law or necessary to reflect accurately the affairs and activities of the Association. The Association shall keep at the office of the Association a record giving the names and addresses of the Directors and all members of the Association, which shall be furnished by each Owner pursuant to Section 5.10 of these Bylaws.

5.03. **Inspections.** The books, records, and papers of the Association shall at all times during reasonable business hours be subject to inspection by any member or his agent or attorney for any proper purpose. True and correct copies of the Articles of Incorporation, these Bylaws, the Declarations, and all rules and regulations of the Association with all amendments thereto, shall be maintained at the principal and registered offices of the Association and copies thereof shall be furnished on request on payment of a reasonable charge therefore.

5.04. **Contracts.** The Board of Directors may authorize any officer or officers, or agent or agents of the Association, in addition to the officers so authorized by the Declarations and these Bylaws, to enter into any contract or execute and deliver any instrument in the name of, or on behalf of the Association, and such authority may be general or confined to specific instances.

5.05. **Checks, Drafts, etc..** All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Association, shall be signed by such officer or officers, or agents of the Association, and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer of the Association.

5.06. **Deposits.** All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may select.

5.07. **Gifts.** The Board of Directors may accept, on behalf of the Association, any contribution, gift, bequest, or devise for the general purposes, or for any special purpose, of the Association.

5.08. **Fiscal Year.** The fiscal year of the Association shall be the calendar year.

5.09. **Annual Statements.** Not later than four (4) months after the close of each fiscal year, the Board of Directors shall prepare or cause to be prepared a balance sheet showing in reasonable detail the financial condition of the Association as of the close of its fiscal year and an income and expense statement showing the results of its operations during its fiscal year. Such statements may, in the discretion of the Board, be audited statements. Upon receipt of written request, the Treasurer promptly shall mail to any member copies of the most recent such balance sheet and income and expense statement on payment of a reasonable charge therefore.

5.10. **Notices.** Each member shall furnish to the Secretary of the Association, the address, if other than the Lot of such member, to which any notice or demand to the Owner under the Declarations or these Bylaws is to be given, and if no address other than such Lot shall have been designated, all such notices and demands shall be mailed or delivered to such Lot.

5.11. **Payment of Taxes and Insurance Premiums.** The Board shall, to the extent funds are available, cause payment to be made, in a timely manner, of all taxes assessed against the Common Areas or Association property and of all insurance premiums.

ARTICLE VI: INSURANCE

6.01. **Types of Coverage.** The Association shall maintain in effect at all times as a Common Expense the types of insurance coverage required by the Declarations, any workmen's compensation, or other insurance required by law, and such other insurance as the Board may from time to time deem appropriate. The Board shall review the amount and terms of such insurance annually.

ARTICLE VII: GENERAL PROVISIONS

7.01. **Waiver of Notice.** Whenever any notice is required to be given under any provision of law, the Articles of Incorporation, or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the members, the Board of Directors, or members of a committee of Directors need be specified in any written waiver of notice unless otherwise required by these Bylaws. Attendance of a Director at a meeting of the Board of Directors shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

7.02. **Incorporation by Reference.** All of the terms, provisions, definitions, covenants, and conditions set forth in the Declarations 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 Bylaws and in the Declarations, then the provisions of the Declarations shall at all times control.

7.03. Power of Directors to Amend. The Board of Directors shall have the right, power, and authority to alter, amend, or repeal the Bylaws of the Association or adopt new Bylaws for the Association at any regular or special meeting of the Board. Furthermore, at such time as Declarant no longer owns any Lot in the Development, other than a dwelling used by the Declarant for a personal residence, the members of the Association, by the affirmative vote of at least two-thirds (2/3) of the total votes in the Association, may alter, amend, or repeal the Bylaws of the Association or adopt new Bylaws for the Association at any annual meeting or at a special meeting called for such purposes.

7.04. Seal. The Board of Directors may, but shall not be obligated to, provide a corporate seal which shall be circular in form and have inscribed thereon the name of the Association, the state of incorporation, and such other words as the Board of Directors may prescribe; provided, however, that the use of the seal of the Association on any contract or agreement shall not be required to evidence the validity, authenticity, or approval of such contract or agreement.

CERTIFICATIONS

I, Donald M. Conner, Vice President of North Woods, Inc., developer of Camden Ridge, do hereby certify that the foregoing is a true and complete copy of the Bylaws of this Corporation as submitted at, read to, and adopted as the Bylaws of this Corporation at the first meeting of its Directors, held on the date written below, and that the same are now in full force and effect, as of this 27th day of February, 2009.

 _____ (Seal)

DECLARATION OF MEMBERSHIP IN
CAMDEN RIDGE HOMEOWNERS ASSOCIATION, INC.

STATE OF ALABAMA
COUNTY OF LEE

KNOW ALL MEN AND WOMEN BY THESE PRESENTS, THAT:

WHEREAS, John and Jane Doe, (hereinafter referred to as the "Owners") are the Owners of that certain property known as Lot _____, Camden Ridge Subdivision, _____ Addition (hereinafter referred to as "Lot") located in Auburn, Lee County, Alabama, and shown by the plat of Camden Ridge _____ Addition of record in Plat Book _____ at Page _____ in the Office of the Judge of Probate, Lee County, Alabama; and

WHEREAS, said Lot is subject to certain covenants, conditions, and restrictions as filed of record in the Office of the Judge of Probate of Lee County, Alabama, governing Camden Ridge Subdivision; and

WHEREAS, the Owners desiring to become a member of the Camden Ridge Homeowners Association, Inc., (hereinafter referred to as the "Association") and to have full use of the amenities provided for by the Camden Ridge Homeowners Association, Inc., hereby proclaim, publish and declare that the Lot is subject to and shall be held, conveyed, and encumbered by an annual assessments or dues levied by the Association and shall receive the benefits therefrom, including the use of the pool, and said Lot shall be entitled to one (1) vote on all Association matters. The rights and obligations of membership in the Association, including the payment of annual assessments or dues shall run with the land and shall be binding upon the future owners and upon all parties having or acquiring any right, title, or interest in and to the Lot described herein.

IN WITNESS WHEREOF, Joe and Jane Doe have caused this Declaration of Membership Interest to be properly executed, on this the _____ day of _____, 2009.

John Doe

Jane Doe

STATE OF ALABAMA
LEE COUNTY

I, the undersigned authority, a Notary Public for the State of Alabama at Large, hereby certify that John Doe, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the ____ day of _____, 2009.

Notary Public _____
My commission expires: _____

STATE OF ALABAMA
LEE COUNTY

I, the undersigned authority, a Notary Public for the State of Alabama at Large, hereby certify that Jane Doe, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the ____ day of _____, 2009.

Notary Public _____
My commission expires: _____

THIS INSTRUMENT PREPARED BY
DAVIS, MCLAUGHLIN & MUNCIE
324 EAST MAGNOLIA AVENUE
AUBURN, AL 36830

EXHIBIT "A"

DECLARATION OF MEMBERSHIP IN
CAMDEN RIDGE HOMEOWNERS ASSOCIATION, INC.

STATE OF ALABAMA
COUNTY OF LEE

KNOW ALL MEN AND WOMEN BY THESE PRESENTS, THAT:

WHEREAS, John and Jane Doe, (hereinafter referred to as the "Owners") are the Owners of that certain property known as Lot _____, Camden Ridge Subdivision, _____ Addition (hereinafter referred to as "Lot") located in Auburn, Lee County, Alabama, and shown by the plat of Camden Ridge _____ Addition of record in Plat Book _____ at Page _____ in the Office of the Judge of Probate, Lee County, Alabama; and

WHEREAS, said Lot is subject to certain covenants, conditions, and restrictions as filed of record in the Office of the Judge of Probate of Lee County, Alabama, governing Camden Ridge Subdivision; and

WHEREAS, the Owners desiring to become a member of the Camden Ridge Homeowners Association, Inc., (hereinafter referred to as the "Association") and to have full use of the amenities provided for by the Camden Ridge Homeowners Association, Inc., hereby proclaim, publish and declare that the Lot is subject to and shall be held, conveyed, and encumbered by an annual assessment or dues levied by the Association and shall receive the benefits therefrom, including the use of the pool, and said Lot shall be entitled to one (1) vote on all Association matters. The rights and obligations of membership in the Association, including the payment of annual assessments or dues shall run with the land and shall be binding upon the future owners and upon all parties having or acquiring any right, title, or interest in and to the Lot described herein.

IN WITNESS WHEREOF, Joe and Jane Doe have caused this Declaration of Membership Interest to be properly executed, on this the _____ day of _____, 2009.

John Doe

Jane Doe

STATE OF ALABAMA
LEE COUNTY

I, the undersigned authority, a Notary Public for the State of Alabama at Large, hereby certify that John Doe, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the ____ day of _____, 2009.

Notary Public _____
My commission expires: _____

STATE OF ALABAMA
LEE COUNTY

I, the undersigned authority, a Notary Public for the State of Alabama at Large, hereby certify that Jane Doe, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the ____ day of _____, 2009.

Notary Public _____
My commission expires: _____

THIS INSTRUMENT PREPARED BY
DAVIS, MCLAUGHLIN & MUNCIE
324 EAST MAGNOLIA AVENUE
AUBURN, AL 36830