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**ARTICLES
OF
INCORPORATION
OF
STONEBROOK
RESIDENTIAL ASSOCIATION, INC.
(a corporation not for profit)**

This instrument prepared by.

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ARTICLES OF INCORPORATION
OF
STONEBROOK RESIDENTIAL ASSOCIATION, INC.
(a corporation not for profit)

This is to certify that, for the purpose of forming a corporation pursuant to the provisions of the Alabama Nonprofit Corporation Act, Section 10-3A-1, et seq. Code of Alabama (1975) the undersigned do hereby make and file the following Articles of Incorporation.

ARTICLE I

NAME

The name of the corporation shall be StoneBrook Residential Association, Inc. The corporation is sometimes referred to herein as the "Corporation" or the "Association".

ARTICLE II

DEFINITIONS

2.1 AmSouth NCNB Covenants. Those certain Restrictions and Protective Covenants on StoneBrook Property previously filed for record in the Office of the Judge of Probate of Shelby County, Alabama in Book 220, page 343.

2.2 Association. StoneBrook Residential Association, Inc., its successors and assigns.

2.3 Association Land. Any real property which may at any time hereafter be owned by the Association for so long as the Association or successor thereof may be the owner thereof.

2.4 Board. The Board of Directors of the Association.

2.5 Bylaws. The duly enacted Bylaws of the Association.

2.6 Common Areas. Those portions of the Subject Property which are conveyed to the Association or otherwise defined or designated as Common Areas pursuant to Article IV of the Declaration or by notation on any record map or plat of the Subject Property.

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2.7 Declaration. The Declaration of Protective Covenants of StoneBrook, recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Volume 200 at page 446, as the same may from time to time be supplemented or amended in the manner described herein.

2.8 Deed. Any deed, court decree or other instrument conveying fee title into any part of the property subjected to the Declaration.

2.9 Developer. StoneBrook Development Company and any successor thereof and any purchaser from StoneBrook Development Company of any portion of the Subject Property to whom StoneBrook Development Company also conveys and assigns its rights hereunder as Developer.

2.10 Entranceway Improvements. Those certain improvements to be made with respect to any entranceway into the Subject Property from Brook Highland Parkway as more particularly defined and described in 4.02 of Article IV of the AmSouth NCNB Covenants.

2.11 Member. A person or other entity who is a record owner of fee simple title to any portion of the Subject Property.

2.12 Parcel. Any unit, lot, part or parcel of the Subject Property designed for a residence and platted of record, regardless of whether a dwelling has or has not been constructed thereon.

2.13 Parcel Owner. The owner or owners of record title to any Parcel.

2.14 Resident. Any person or persons occupying a Parcel.

2.15 StoneBrook or StoneBrook Property. The property described in the Declaration and other property which may be acquired by Developer and developed as a part of StoneBrook.

2.16 Subject Property. The property subjected to the Declaration and described on Exhibit A to the Declaration, along with any other real property which may be subjected to the Declaration by separate instrument executed by the Developer.

2.17 Watershed Covenants. That certain Declaration of Protective Covenants dated July 11, 1988 and recorded in Book 194 at page 54 in the Office of the Judge of Probate of Shelby County, Alabama.

ARTICLE III

PRINCIPAL OFFICE AND AGENT

The initial registered office of the Association shall be Suite 116, 2531 Rocky Ridge Road, Birmingham, Alabama 35243. The registered agent of the Association shall be L. S. Evins, III.

ARTICLE IV

OBJECTS, PURPOSES AND POWERS

4.1 Not for Profit. This Association shall be a corporation not for profit organized for non-profitable purposes and activities and no part of its net earnings shall inure to the benefit of any private shareholder or member of the Association.

4.2 Objects and Purposes. The objects and purposes for which this Corporation is organized are as follows:

4.2.1 To establish, maintain, operate and provide such community services as the Association shall deem appropriate with respect to StoneBrook and any other property which shall be made subject to the jurisdiction of the Association by the Declaration or any amendment thereof, supplemental declaration thereto, or other declaration, deed or instrument.

4.2.2 To own, acquire, build, operate, and maintain the "Common Areas"; maintain roadways and the water and drainage systems within StoneBrook and other areas and structures beneficial or useful to StoneBrook; supplement municipal and other governmental services; fix assessments to be levied against the Parcels and the owners of such Parcels; enforce any and all covenants, restrictions and agreements applicable to the Subject Property or any or any portion thereof; perform the duties of the Architectural Committee (as such term is defined in the Declaration) at such time as such duties are delegated to the Association as set forth in the Declaration; and pay taxes, if any, on the Common Areas; and, insofar as permitted by law, to do any other thing that, in the opinion of the Board, will promote the common benefit and enjoyment of the Members.

4.2.3 To provide for the security of its Members, the property of its Members, Residents and property of Residents of StoneBrook, to provide for road maintenance, regulate parking within road areas, and provide traffic control; to provide for garbage and waste collection and disposal; to present a unified effort to the Members in protecting the value of the property of Members.

4.2.4 To own, operate and manage the Common Areas located in StoneBrook, to perform and carry out the acts and duties incident to the administration, operation and management of the Common Areas in accordance with the terms, provisions, and conditions contained in the Declaration and these Articles of Incorporation, and to

own, operate, lease, sell, mortgage, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient to the objectives and purposes of the Association.

4.2.5 To perform and carry out the functions and obligations of the Association as described in the Declaration and the AmSouth NCNB Covenants.

4.2.6 To do such other things as may be necessary and proper for the carrying out and accomplishment of the above objects and purposes and of such other objects and purposes as are deemed necessary and proper by its Directors. The objects and purposes expressed herein relate to services, benefits and expenditures pertaining to, derived from, or in connection with StoneBrook or areas thereof intended for and available for the common use and enjoyment or need of the Members.

4.3 Powers. In furtherance of the aforesaid objects, purposes and powers, the Association shall have and exercise all of the powers of a Corporation Not for Profit organized and existing under the laws of the State of Alabama and all the powers reasonably necessary to implement the powers of the Association, which powers shall include but are not limited to the power.

4.3.1 To make, levy and collect assessments and annual, monthly or quarterly maintenance charges from its Members and to expend the proceeds of such assessments and charges for the benefit of its Members.

4.3.2 To contract with others, including StoneBrook Development Company or any other entities with which it or its members might be associated, to provide the services, benefits and advantages deemed appropriate by the Association.

4.3.3 To enforce by legal action suits on behalf of the Association.

4.3.4 To make, establish and enforce reasonable rules and regulations governing the use of the Common Areas.

4.3.5 To maintain, repair, replace and operate those portions of the Subject Property that the Association has the duty or right to maintain, repair, replace and operate under the Declaration, the AmSouth NCNB Covenants, the Watershed Covenants, these Articles and the Bylaws of the Association.

4.3.6 To contract for the management of the Common Areas and the other portions of the Subject Property to be maintained by the Association and to delegate to such contractors, including StoneBrook Development Company or any other entities with which it or its members might be associated, all or a part of the powers and duties of the Association.

4.3.7 To employ personnel to perform the services required or authorized by these Articles, the Declaration and by the Bylaws of the Association.

4.3.8 To purchase insurance, if appropriate, upon the Common Areas for the protection of the Association and its Members.

4.3.9 To reconstruct improvements to be maintained by the Association after casualty, deterioration or other loss.

4.3.10 To make additional improvements on and to the Common Areas or other areas to be maintained by the Association.

4.3.11 To acquire and enter into agreements whereby it acquires leaseholds, memberships or other possessory or use interests in lands or facilities including but not limited to recreational facilities, whether or not contiguous.

4.3.12 To enforce by legal action the provisions of these Articles, the By-Laws the Declaration, and the AmSouth NCNB Covenants.

ARTICLE V

MEMBERS

5.1 **Members.** The Members of this Association shall consist of all record owners of Parcels, but shall not include mortgagees or other holders of security interests only. The members of the first Board of Directors named in these Articles of Incorporation and other Directors selected by Class B members, regardless of whether they are the owners of Parcels, shall also be Members of the Association until there are no longer any Class B Members or until all the then Class B members so designate in a writing delivered to the Association, whichever shall first occur. Fees, dues, assessments and charges required of Members shall be set in the manner prescribed by the Bylaws of the Association and in the Declaration.

5.2 **No Assignment of Membership.** Membership in this Association cannot be assigned, hypothecated or transferred in any manner except as may be provided in the Bylaws.

5.3 **Classes of Membership.** The Association shall have two classes of voting memberships: Class A and Class B.

Class A members shall be all persons owning one or more Parcels excepting those persons (or other entities) who are Class B members.

Class B members shall be the Developer and the initial members of the Board of Directors. The Class B membership shall terminate and the then Class B members shall become Class A members at such time as (a) all the then Class B members so designate in a writing delivered to the Association or (b) at such time as the Developer no longer owns title to or any interest in any portion of the Subject Property.

When entitled to vote, each Member shall have one vote for each Parcel owned by such Member. Provided, in no event shall there be more than one vote per parcel.

Until such time as the Class B membership shall terminate as provided herein, the Class B members shall be vested with the sole voting rights in the Association, except on such matters as to which the Declaration, these Articles of Incorporation, or the Bylaws specifically require a vote of each and every class of membership, or except as required by law.

ARTICLE VI

TERM

This Corporation shall exist perpetually.

ARTICLE VII

SUBSCRIBERS

The names and residences of the three incorporators of the Corporation are as follows.

<u>Name</u>	<u>Address</u>
L. S. Evins, III	Suite 116 2531 Rocky Ridge Road Birmingham, Alabama 35243
Carter S. Kennedy	Suite 116 3125 Montgomery Highway Birmingham, Alabama 35209
I. L. O'Sullivan, Jr.	P. O. Box 101329 Birmingham, Alabama 35210

ARTICLE VIII

BOARD OF DIRECTORS

The business and affairs of the Association shall be managed by a Board of Directors consisting of not less than three (3) nor more than seven (7) Directors. The first Board of Directors shall consist of three (3) Members. Change in the maximum number of Directors shall be permitted by amendment to the Bylaws of the Association or by

amendment to the Articles of Incorporation. The Board of Directors shall be elected by the Members of the Association entitled to vote. The names and addresses of the first Board of Directors who shall hold office until Class A Members shall become entitled to full voting privileges, or until all the then Class B members so designate in a writing delivered to the Association, whichever shall first occur, and thereafter until their successors are elected and have qualified, are as follows:

<u>Name</u>	<u>Address</u>
L. S. Evins, III	Suite 116 2531 Rocky Ridge Road Birmingham, Alabama 35243
Carter S. Kenneçy	Suite 116 3125 Montgomery Highway Birmingham, Alabama 35209
I. L. O'Sullivan, Jr.	P. O. Box 101329 Birmingham, Alabama 35210

The Directors of the Association shall be elected at the time and in the manner provided for in the Bylaws.

Among other things, the Board of Directors shall have the authority to make and alter Bylaws and the further authority to exercise all such other powers and to do all such other lawful acts and things which this Association or its Members might do, unless prohibited from doing so by applicable laws, the Declaration, the Articles of Incorporation, or the Bylaws of this Association.

ARTICLE IX

OFFICERS

The officers of the Association shall consist of a President, one or more Vice Presidents, a Secretary and a Treasurer. The officers of the Association shall be elected by the Board of Directors of the Association in accordance with the provisions of the Bylaws of the Association. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.

ARTICLE X

INDEMNIFICATION

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Association, or any settlement thereof, whether or not he is a Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, provided that, in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled under Alabama law.

ARTICLE XI

DISPOSITION OF ASSETS UPON DISSOLUTION

No Member, Director or officer of the Association or other private individual shall be entitled to share in the distribution of any of the Association assets upon dissolution of the Association. Unless agreed to the contrary by seventy-five percent (75%) of each and every class of membership, upon dissolution of the Association, the assets of the Association shall be granted, conveyed and assigned to an appropriate public body, agency or agencies, utility or utilities or any one or more of them or to any one or more non-profit corporations, associations, trusts or other organizations to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. No disposition of the Association's assets shall be effective to divest or diminish any right or title of any Member vested in him under recorded covenants and restrictions applicable to such assets unless made in accordance with the provisions of such covenants and restrictions.

ARTICLE XII

AMENDMENT OF ARTICLES

These Articles may be amended by an affirmative vote of two-thirds (2/3) of the Members of the Association entitled to vote.

ARTICLE XIII

Bylaws

The Association shall adopt Bylaws governing the conduct of the affairs of the Association. The Bylaws shall be altered, amended, or rescinded as provided in the Bylaws.

IN WITNESS WHEREOF, the subscribing incorporators have hereunto set
their hands and seals and caused these Articles of Incorporation to be executed this 20th
day of April, 1990.

A. A. Evans
[Signature]
Carter S. Kennedy

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STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby
certify that L. S. Evans, III, whose name is signed to the foregoing instrument
and who is known to me, acknowledged before me on this day that, being informed of the
contents of the instrument, he executed the same voluntarily on the day the same bears
date.

Given under my hand and official seal this the 20th day of April,
1990.

[Signature]
Notary Public

[NOTARIAL SEAL]

My commission expires 6/10/91

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Patrick J. O'Sullivan Jr., whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 28th day of April, 1990.

[Signature]
Notary Public
My commission expires 6/10/91

[NOTARIAL SEAL]

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Charles S. Kennedy, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 21st day of April, 1990.

[Signature]
Notary Public
My commission expires 6/10/91

[NOTARIAL SEAL]

State of Alabama

Shelby County

CERTIFICATE OF Non-Profit

OF

Stonebrook Residential Association, Inc.

The undersigned, as Judge of Probate of Shelby County, State of Alabama, hereby certifies that duplicate originals of Articles of Non-Profit of Stonebrook Residential Association, Inc., duly signed and verified pursuant to the provisions of Section 10-3A-1 of the Alabama Business Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as such Judge of Probate, and by virtue of the authority vested in him by law, hereby issues this Certificate of Non-Profit of Stonebrook Residential Association, Inc., and attaches hereto a duplicate original of the Articles of Dissolution.

GIVEN Under My Hand and Official Seal on this the 24th day of April, 19 90.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

90 APR 24 PM 3:34

Thomas A. Shoups Jr.
JUDGE OF PROBATE

Thomas A. Shoups Jr.
Judge of Probate

Rec 25.00
Jud 3.00
28.00