

ARTICLES OF INCORPORATION OF  
SOUTHWOOD OFFICE PARK ASSOCIATION, INC.

By these Articles, the undersigned hereby associate themselves for the purpose of forming a corporation not for profit under the laws of the State of Alabama, and certify as follows:

ARTICLE I  
NAME AND DEFINITIONS

The name of the corporation shall be SOUTHWOOD OFFICE PARK ASSOCIATION, INC. The corporation is herein referred to as the "Association," and the terms used herein shall have the meaning for each stated in the Declaration of Protective Covenants of Southwood Office Park Association, Inc., as recorded in the Office of the Judge of Probate of Shelby County, Alabama, (as amended from time to time, collectively known as the "Declaration" hereinafter, unless the context otherwise requires).

ARTICLE II  
PURPOSE

The Association is organized for the following purposes:

- (1) To maintain, operate, and manage the subdivision known as Southwood Office Park, and to do all things incident, necessary, convenient, expedient, ancillary, or in aid of the accomplishment of the foregoing.
- (2) To own, operate, lease, sell, trade, or otherwise deal with such property, real or personal, as may be necessary or convenient in the management of the subdivision known as Southwood Office Park.

ARTICLE III  
POWERS

**Implied Powers**

3.01. The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the purposes of the Association, as set forth in this Article and in the Declaration.

**Specific Powers**

3.02. In furtherance of the purposes of the Association, the Association shall have all of the powers reasonably necessary to manage and maintain the subdivision pursuant to the Declaration, including but not limited to the following irrevocable rights, powers, and authority:

(1) To enforce the covenants and restrictions contained in the Declaration, and to make, establish, and enforce reasonable Rules and Regulations governing the administration, management, and use of the subdivision;

(2) To establish a budget for the operations of the subdivision; to designate those expenses which shall constitute the Common Expenses and Limited Common Expenses of the subdivision; to make, levy, and collect assessments against Lot Owners of the subdivision to provide the funds to pay for maintenance of Lot Common Expenses and Limited Common Expenses of the subdivision as provided for in the Declaration; and to use and expend the proceeds of Assessments in the exercise of the powers and duties of the Association;

(3) To maintain, repair, replace, and operate those portions of the subdivision property that the Association has the duty or right to maintain, repair, replace, and operate under the Declaration;

(4) To have access to each Lot from time to time during reasonable hours as may be necessary for the maintenance of any Lot or Common Elements or for the repair, or replacement of any Common Elements or Limited Common Elements therein or accessible therefrom, or, to have immediate access at any time as may be necessary for making emergency repairs necessary to prevent damage to any other Lot;

(5) To contract for the maintenance of the subdivision property and to delegate to such agent(s) all or some of the powers, duties, and responsibilities of the Association;

(6) To employ personnel to perform the services required for proper operation of the subdivision;

(7) To purchase and maintain all forms of insurance on the subdivision property for the protection of the Association and its members;

(8) To reconstruct any and all common areas within the subdivision after casualty or other loss;

(9) To make additional improvements on and to any and all common areas within the subdivision;

(10) To retain legal counsel at the expense of the Association and to enforce by legal action the provisions of the Declaration and the Rules and Regulations of the Association;

(11) To lease or license the use of Common Elements and Limited Common Elements in a manner not inconsistent with the rights of Lot Owners;

(12) To pay taxes and assessments which are liens against any and all common areas within the subdivision and any appurtenances thereto, and to assess the same against the Lots subject to liens for such purposes.

(13) To pay the cost of all power, water, sewer, trash, garbage, and other utility services provided to the subdivision and not billed to the individual Lot Owners.

(14) To adopt and establish Bylaws for the operation of the Association.

#### **ARTICLE IV ASSOCIATION FUNDS AND PROPERTY**

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

#### **ARTICLE V MEMBERS**

##### **Qualification**

5.01. The Members of the Association shall consist of all of the Lot Owners of record in the subdivision.

##### **Change in Membership**

5.02. Change of membership in the Association shall be established by the recording in the public records of Shelby County, Alabama, of a deed or other instrument establishing a record title to a Lot within the subdivision, and delivery to the Association of a certified copy of such instrument. The new Lot Owner designated by such instrument shall thereupon become a Member of the Association, and the membership of the prior Lot Owner shall thereby be terminated.

##### **Transfer of Membership**

5.03. The share of a Member in the Association cannot be assigned, hypothecated, or transferred in any manner, except as an appurtenance to such Member's Lot.

## **Meetings**

5.04. The Bylaws shall provide for an annual meeting of Members and may provide for regular and special meetings other than the annual meeting.

## **Voting**

5.05. The owner of each Lot shall be entitled to the number of votes specified in the Declaration for that Lot. The manner of exercising voting rights shall be determined by the Bylaws.

## **ARTICLE VI DIRECTORS**

### **Number**

6.01. The property, business, and affairs of the Association shall be managed by a Board of Directors consisting of the number of Directors determined by the Bylaws, but which shall consist of not less than three Directors. Except as may otherwise be provided in the Bylaws, each Director shall be either a person designated by the Developer or a person entitled to cast a vote in the Association.

### **Election**

6.02. Directors may be designated or elected and removed, and vacancies on the Board of Directors shall be filled as provided in the Bylaws.

### **Authority**

6.03. All of the duties and powers of the Association existing under the Declaration, these Articles, and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to approval by Lot Owners when such approval is specifically required by the Declaration, these Articles, or the Bylaws.

### **Initial Directors**

6.04. The names and addresses of the three members of the first Board of Directors, who shall hold office until the election or appointment of their successors, are as follows:

David M. Reese  
One Riverchase Ridge  
Suite 300  
Birmingham, AL 35244

Scott Gurosky  
One Riverchase Ridge  
Suite 300  
Birmingham, AL 35244

Shan Paden  
One Riverchase Ridge  
Suite 300  
Birmingham, AL 35244



ARTICLE VII  
TERM

The term of the Association shall be perpetual; provided, however, that the Association shall be terminated by the termination of the subdivision in accordance with the terms of the Declaration.

ARTICLE VIII  
REGISTERED OFFICE AND AGENT

The initial registered office of the Association is One Riverchase Ridge, Birmingham, AL 35244, and the name of the initial registered agent at that address is Scott Gurosky.

ARTICLE X  
INCORPORATOR

The name and address of each incorporator of the Association is:

Shan Paden  
5 Riverchase Ridge, Suite 100  
Birmingham, AL 35244

IN WITNESS WHEREOF, the Incorporator has hereto affixed his signature this 19<sup>th</sup> day of April, 1999.

INCORPORATOR:

  
Shan Paden

# State of Alabama

SHELBY

## County

CERTIFICATE OF INCORPORATION

OF

SOUTHWOOD OFFICE PARK ASSOCIATION INC.

The undersigned, as Judge of Probate of SHELBY County, State of Alabama, hereby certifies that duplicate originals of Articles of INCORPORATION of SOUTHWOOD OFFICE PARK ASSOCIATION INC., duly signed and verified pursuant to the provisions of Section NON PROFIT of the Alabama Business Corporation Act, have been received in this office and are found to conform to law.

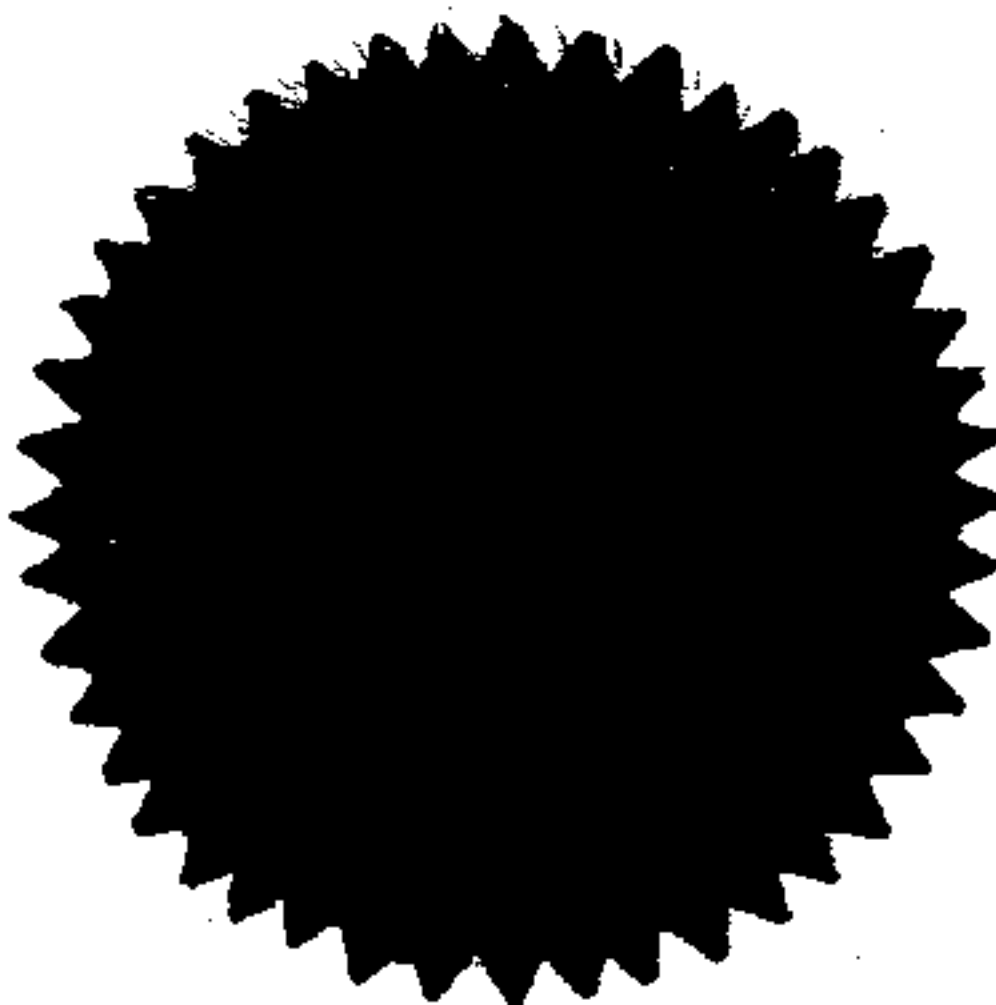
ACCORDINGLY the undersigned, as such Judge of Probate, and by virtue of the authority vested in him by law, hereby issues this Certificate of INCORPORATION of SOUTHWOOD OFFICE PARK ASSOCIATION INC., and attaches hereto a duplicate original of the Articles of INCORPORATION.

GIVEN Under My Hand and Official Seal on this the 13TH day of

MAY, 19 99

*Patricia Gager Zehmisch*

Judge of Probate



Inst # 1999-20144

05/13/1999-20144  
08:25 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

007 MMS 50.00