

EXHIBIT "D"

ARTICLES OF INCORPORATION  
OF  
PINE HILL, PHASE I  
CONDOMINIUM ASSOCIATION, INC.

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, desiring to organize a not-for-profit corporation under the provisions of the Alabama Non-Profit Corporation Act, Code of Alabama 1975, Section 10-3-1 et seq., hereby sign, verify and file these Articles of Incorporation and certify as follows:

ARTICLE I

Name

The name of the Corporation shall be Pine Hill, Phase I Condominium Association, Inc. (hereinafter sometimes referred to as "the Association").

ARTICLE II

Purpose

The purpose for which the Association is formed is to provide an entity for the management and operation of Pine Hill, Phase I, a Condominium (the "Condominium") to be established as said Condominium by Declaration of Condominium to be filed in the Office of the Judge of Probate of Shelby County, Alabama, (hereinafter referred to as "the Declaration") being located on the following described land situated in Shelby County, Alabama, which land has been submitted to the Condominium form of ownership by the Declaration; more particularly described on Exhibit "A" attached hereto and made a part hereof.

ARTICLE III

Powers

The Association shall have the following powers with which to accomplish the foregoing purpose.

(a) The Association shall have all of the powers now conferred or which may be hereafter conferred on a not-for-profit corporation under the laws of the State of Alabama, which are not in conflict with the terms of these Articles.

(b) The Association shall have all of the powers set forth in the Alabama Condominium Ownership Act except as limited by these Articles and the Declaration, and all of the powers necessary to administer and manage the Condominium in accordance with the provisions of the Alabama Condominium Ownership Act, the Declaration as it may be amended from time to time, and the By-Laws, including but not limited to the following:

(i) To maintain in good order, repair, replace, and operate the common elements comprising the Condominium property.

(ii) To purchase insurance upon the Condominium property and otherwise for the protection and benefit of the Association and its members.

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(iii) To construct, reconstruct, and repair improvements and other Condominium property damages by casualty and to further improve the property as deemed necessary or appropriate.

(iv) To make and amend reasonable Rule and Regulations with respect to the use of Condominium property.

(v) To enforce by legal means the provisions of the Alabama Condominium Ownership Act, the Declaration, the Articles, the By-Laws, and Rules and Regulations for the use of the Condominium property.

(vi) To contract for the management of the Condominium and to delegate to a managing agent or agents any or all powers and duties of the Association except those specifically required by the Declaration to have approval of the Board of Directors or the membership of the Association.

(vii) To contract for the management or operation of portions of the common elements of the Condominium susceptible to separate management or operation, and to lease such portions..

(viii) To retain legal counsel, accountants, and any other professional services deemed necessary or appropriate by the Association.

(ix) To employ persons to perform services required for the proper operation of the Condominium.

(x) To designate expenses which shall constitute the common expenses of the Condominium, in addition to those expenses expressly declared to be common expenses under the Alabama Condominium Ownership Act, the Declaration and the By-Laws of the Association.

(xi) To estimate the amount of an annual budget and to make and collect assessments against owners of units in the Condominium to pay, satisfy and defray the costs, expenses, and losses of the Condominium.

(xii) To establish and maintain a reserve fund for capital improvements, replacements and major repairs as set forth in the Declaration.

(xiii) To use the proceeds of assessments in the exercise of its powers and duties.

(xiv) To purchase units in the Condominium.

(xv) To have reasonable access to each unit in the Condominium, at reasonable times, as may be necessary for the maintenance, repair or replacement of any of the common areas of the Condominium or of Condominium property, or for making emergency repairs necessary to prevent damage to the common areas and facilities or units in the Condominium.

(xvi) To make such distributions of any profits, surpluses or reserve funds of the Association to the members of the Association at such times and in such manner, and to do such other acts, as may be required to comply with the provisions of Section 501(c) (4) of the Federal and State statutes providing for an exemption from Federal and State income taxes for non-profit organizations.

(c) All cash, deposits, investments, reserves and other funds and the titles to all properties acquired by the Association and the proceeds thereof shall be held in trust for the members of the Association in accordance with the provisions of the Declaration, these Articles and the By-Laws.

(d) The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration and the By-Laws.

#### ARTICLE IV

##### Membership

###### Section 1

Qualification. The members of the Association shall consist of all of the record owners of units in the Condominium.

###### Section 2

Change of Membership. 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 unit in the Condominium, and the delivery to the Association of a certified copy of such instrument, the owner designated by such instrument thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated.

###### Section 3

Voting Rights. Voting shall be on the basis of unit ownership, and each unit owner is entitled to one vote for each unit owned by him. The vote for a unit shall be cast by the owner thereof or by his proxy designated in the manner provided for in the By-Laws. If there is more than one owner, then the owners shall select a representative to cast their vote in the manner provided for in the By-Laws.

###### Section 4

Approval or Disapproval by Unit Owners. Whenever the approval or disapproval of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, such approval or disapproval shall be expressed by the same person who would cast the vote of such owner at an Association meeting.

###### Section 5

Restraint upon Assignment of Shares in Assets. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to such member's unit.

#### ARTICLE V

##### Duration of Association

The duration of the Association shall be perpetual, provided, however, that the Association shall be terminated by the termination of the Condominium in accordance with the provisions of the Declaration.

## ARTICLE VI

### Directors

Number. The affairs of the Association shall be conducted by a board of not less than four (4) directors, who shall be elected at the annual meeting of members of the Association, or at any special meeting, to fill a vacancy in the Board of Directors. The initial Board of Directors shall be created pursuant to the authority and method as outlined in the By-Laws.

## ARTICLE VII

### Officers

The officers of the corporation shall consist of a president, one or more vice presidents, a secretary, a treasurer and such other officers and assistant officers as may be deemed necessary, each of whom shall be elected or appointed at such time and in such manner and for such terms as may be prescribed in the By-Laws.

## ARTICLE VIII

### Indemnification

Each director and officer of the Association shall be indemnified by the Association against all expenses and liabilities actually and necessarily incurred by him 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 at the time such expenses are incurred including amounts incurred in settlement thereof, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. The foregoing rights of indemnification shall be in addition to and not exclusive of any other rights to which such director or officer may be entitled under the Declaration or By-Laws, or otherwise.

## ARTICLE IX

### Registered Office and Agent

The name and address of the corporation's initial registered office and the name of its initial registered agent at such office shall be:

<u>Name</u>	<u>Address</u>
Timothy A. Massey	623 Red Lane Road, Suite 200 Birmingham, Alabama 35215

## ARTICLE X

### Initial Directors

The number of directors constituting the initial Board of Directors shall be four (4). The name and addresses of the persons who shall serve as the directors of the Association for the first year and until their successors are elected and duly qualified are as follows:

<u>Name</u>	<u>Address</u>
Howard W. Stocks	4208 Franklin Avenue Fairfield, AL 35064
Rev. B. J. Garber	P.O. Box 1647 Cullman, AL 35056
Dr. Don Jernigan	607 Wood Valley Road Greenville, AL 36037
Timothy A. Massey	623 Red Lane Road, Suite 200 Birmingham, AL 35215

#### ARTICLE XI

##### Incorporators

The name and addresses of the incorporators of the Association are as follows:

Howard W. Stocks	4208 Franklin Avenue Fairfield, AL 35064
Rev. B. J. Garber	P.O. Box 1647 Cullman, AL 35056
Dr. Don Jernigan	607 Wood Valley Road Greenville, AL 36037

The By-Laws of the Association shall be recorded simultaneously with the Declaration.

#### ARTICLE XIII

##### Limitations on Actions - HUD

So long as contract of mortgage insurance continues in effect with respect to a unit or property located on the condominium property, and during such further period of time as the Secretary of Housing Urban Development shall be the owner of such unit or holder, or reinsurer of any such mortgage, or during any such time the Secretary is obligated to insure a mortgage on any such unit or property, the following actions of the Board of Directors shall require the prior written approval of the Secretary:

(1) Failing to allocate monthly payments to the reserve fund for improvements, replacements and major repairs in such monthly amounts as shall be approved by HUD;

(2) Make disbursements from the reserve fund for replacements;

(3) Annexation of additional properties, mergers and consolidations;

(4) Leasing, mortgaging, or selling of any real or personal property of the Association;

(5) Execution of management contract;

- (6) Dedication of such property;
- (7) Dissolution of the Association, and
- (8) Amendment of the Articles and By-Laws of this Association.

#### ARTICLE XIV

##### Limitations on Actions

So long as the Declarant described in the Declaration of Condominium owns any units in the Condominium or controls the Board of Directors, any action taken by said Board of Directors shall require the approval of the Declarant if such action involves (1) annexation of additional property, mergers, or consolidations, (2) leasing, mortgaging or selling of any real or personal property of the Association, (3) dedication of any such property, or (4) amendment of the Articles and By-Laws of this Association.

In witness whereof, we have hereunto set our hands and seals upon the following page herein this the 27 day of October, 1985.

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Signed this 10 day of June, 1985.

Howard W. Stocks  
Howard Stocks

Signed this 17<sup>th</sup> day of October, 1985.

B. J. Garber  
B. J. Garber

Signed this 17<sup>th</sup> day of October, 1985.

Don Jernigan  
Don Jernigan

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Jefferson COUNTY )

Given under my hand and seal, this the 10th day of June 1985.

*Helma M. Sander*  
Notary Public  
MY COMMISSION EXPIRES AUGUST 24, 1995

COUNTY )

Given under my hand and seal, this the 17<sup>th</sup> day of October, 1985.

James R. Cockburn  
Notary Public  
5-7-89

STATE OF ALABAMA )  
COUNTY )

Given under my hand and seal, this the 17<sup>th</sup> day of October, 1985.

Notary Public



# State of Alabama

SHELBY

## County

### CERTIFICATE OF INCORPORATION

OF

PINE HILL, PHASE 1 CONDOMINIUM ASSOCIATION, INC.

The undersigned, as Judge of Probate of SHELBY County, State of Alabama, hereby certifies that duplicate originals of Articles of INCORPORATION of PINE HILL, PHASE 1 CONDOMINIUM ASSOCIATION, INC. signed and verified pursuant to the provisions of Section 10-3-1 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 INCORPORATION of PINE HILL, PHASE 1 CONDOMINIUM ASSOCIATION, INC. and attaches hereto a duplicate original of the Articles of INCORPORATION.

GIVEN Under My Hand and Official Seal on this the 1st day of NOVEMBER, 1985.



STATE OF ALA. SHELBY CO. Thomas A. Brundley, Jr.  
I CERTIFY THIS  
INSTRUMENT WAS FILED Judge of Probate

1985 NOV -1 PM 4:13

Thomas A. Brundley, Jr.  
JUDGE OF PROBATE