

ARTICLES OF INCORPORATION OF
GREENLEAF CONDOMINIUMS OF CHELSEA, INC.

TO THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA:

The undersigned, D. C. Thrasher and B. Wayne Hughins, each of whom is over the age of twenty-one (21) years, desiring to organize a not-for-profit corporation under the provisions of the Alabama Non-Profit Corporation Act, Code of Alabama 1975, § 10-3A-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:

GREENLEAF CONDOMINIUMS OF CHELSEA, INC.

The corporation is herein referred to as "the Association."

ARTICLE II

Purpose and Powers

Section 1

Purpose

The purpose for which the Association is formed is to provide an entity for the management and operation of GREENLEAF CONDOMINIUMS OF CHELSEA, INC. (a "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 is to be submitted to the Condominium form of ownership by said Declaration:

PARCEL I: Commence at the Southeast corner of Section 5, Township 20 South, Range 1 West; thence run North along the East line of said Section, a distance of 200.00 feet; thence turn an angle of 89 degrees 40 minutes to the left and run a distance of 139.81 feet to the West right of way line of a County Highway, and the point of beginning; thence continue in the same direction a distance of 485.86 feet; thence turn an angle of 89 degrees 40 minutes to the right and run a distance of 155.22 feet; thence turn an angle of 90 degrees 20 minutes to the right and run a distance of 594.86 feet to the West right of way line of said Highway; thence turn an angle of 125 degrees 10 minutes to the right and run along said right of way line a distance of 161.68 feet; thence turn an angle of 2 degrees 16 minutes to the left and run along said right of way line, a distance of 27.45 feet to the point of beginning. Situated in the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 5, Township 20 South, Range 1 West, Shelby County, Alabama.

PARCEL II: Commence at the Southeast corner of Section 5, Township 20 South, Range 1 West; thence run West along the South line of said Section a distance of 225.67 feet to the West right of way line of a County Highway, and the point of beginning; thence continue West along the South line of said Section a distance of 400.00 feet; thence turn an angle of 89 degrees 40 minutes to the right and run a distance of 200.00 feet; thence turn an angle of 90 degrees 20 minutes to the

Wayne Hughins
564 Eastbrook Dr.
Birmingham, AL 35215

BOOK 037 PAGE 792

right and run a distance of 485.86 feet to the West right of way line of said County Highway; thence turn an angle of 117 degrees 38 minutes to the right and run along the arc of a right of way curve (whose Delta Angle is 9 degrees 22 minutes to the left, tangent distance of 108.60 feet, radius is 1326.44 feet, length of arc is 216.85 feet) to the point of beginning. Situated in the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 5, Township 20 South, Range 1 West, Shelby County, Alabama.

Subject to all easements, restrictions, rights-of-way and agreements of record.

Section 2
Powers

As a means of accomplishing the foregoing purpose, the Association shall have the following powers:

(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 and duties 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 designate those expenses which shall constitute the common expenses of the Condominium, other than those expenses declared as common expenses under the Alabama Condominium Ownership Act, the Declaration and the By-Laws of the Association.

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

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

(iv) To maintain, repair, replace and operate the Condominium property.

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

(vi) To reconstruct improvements after casualty and to further improve the property.

(vii) To make and amend reasonable Rules and Regulations respecting the use of the property in the Condominium.

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

(ix) To contract for the management of the Condominium and to delegate to such managing agent all powers and duties of the Association except such as are specifically required by the Declaration to have approval of the board of directors or the membership of the Association.

BOOK 037 PAGE 793

- (x) 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.
 - (xi) To retain legal counsel.
 - (xii) To employ personnel to perform the services required for proper operation of the Condominium.
 - (xiii) To purchase units in the Condominium.
 - (xiv) To have access to each apartment 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 for making emergency repairs necessary to prevent damage to the common areas and facilities or apartments in the Condominium.
 - (xv) To make such distributions of any profit, surplus or reserve funds of the Association to the members of the Association at such times and in such manner, and to do such others acts, as may be required to comply with the provisions of the Federal Internal Revenue Code, and applicable Revenue Rulings, and other Federal and State statutes providing for an exemption from Federal and State income taxes for non-profit organizations.
- (c) All funds and the titles of 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 III

Members

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

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. Voting shall be on a unit owned basis and each unit owner is entitled to one vote for each unit owned by him.

BOOK 037 PAGE 794

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 IV

Directors

Section 1
Number

The affairs of the Association shall be conducted by a board of not less than two (2) nor more than five (5) 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. At all elections of the directors of the Association each member entitled to vote (in the manner provided for in the By-Laws) shall be entitled to as many votes as shall equal the number of votes which (except for this provision) he would then be entitled to cast for the election of directors with respect to his shares multiplied by the number of directors upon whose election he is then entitled to vote, and he may cast all of such votes for a single candidate or may distribute them among some or all of the candidates, as he may see fit.

Section 2
Committees

The board of directors, by resolution adopted by a majority of the directors in office, may designate one or more committees each of which shall consist of two (2) or more directors, which committees, to the extent provided in such resolution, shall have and exercise the authority of the board of directors in the management of the Association. Other committees not having and exercising the authority of the board of directors in the management of the Association may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present.

ARTICLE V

Period of Duration

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

ARTICLE VI

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 not exceeding three (3) years as may be prescribed in the By-Laws.

ARTICLE VII

Indemnification

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, or any

BOOK 037 PAGE 795

settlement thereof, 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, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance of 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 rights of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled under the Declaration or By-Laws, or otherwise.

ARTICLE VIII

Registered Agent

The 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>
Thrasher & Hughins Properties, Inc.	1700 Unit 1, Highway 39, Chelsea, AL 35043

ARTICLE IX

Initial Directors

The number of directors constituting the initial board of directors shall be two (2). The names 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>
D. C. Thrasher	520 Ninth Street North Birmingham, Alabama 35203
B. Wayne Hughins	520 Ninth Street North Birmingham, Alabama 35203

ARTICLE X

Incorporators

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

<u>Name</u>	<u>Address</u>
D. C. Thrasher	520 Ninth Street North Birmingham, Alabama 35203
B. Wayne Hughins	520 Ninth Street North Birmingham, Alabama 35203

ARTICLE XI

By-Laws

The By-Laws of the Association shall be in the form attached to the Declaration as Exhibit D.

INCORPORATORS:

D. C. Thrasher
D. C. Thrasher

B. Wayne Hughins
B. Wayne Hughins

BOOK 037 PAGE 796

STATE OF ALABAMA)

Jefferson COUNTY)

Before me, the undersigned, a Notary Public in and for said County in said State, personally appeared D. C. Thrasher and B. Wayne Hughins, whose names are signed to the foregoing Articles of Incorporation of Greenleaf Condominiums of Chelsea, Inc., and being duly sworn, deposed and said the matters and things stated in said Articles of Incorporation are true and correct to the best of their knowledge, information and belief.

Given under my hand and official seal of office this 12th day of January, 1989.

Carol Hodges Hazel
Notary Public

BOOK 037 PAGE 797

State of Alabama

Shelby

County

CERTIFICATE OF Incorporation

OF

Greenleaf Condominiums Of Chelsea, Inc.

The undersigned, as Judge of Probate of Shelby County, State of Alabama, hereby certifies that duplicate originals of Articles of Incorporation of Greenleaf Condominiums Of Chelsea, 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 Greenleaf Condominiums Of Chelsea, Inc., and attaches hereto a duplicate original of the Articles of Incorporation.

GIVEN Under My Hand and Official Seal on this the 12th day of January, 19 89.

BOOK 037 PAGE 798

Thomas A. Brundage, Jr.

Judge of Probate

STATE OF ALABAMA, SHELBY COUNTY
I CERTIFY THIS INSTRUMENT WAS FILED

89 JAN 12 PM 3:10

Thomas A. Brundage, Jr.
JUDGE OF PROBATE

Rec 25.00
Jud 1.00
26.00

