

**ARTICLES OF INCORPORATION**  
**OF**  
**LAKE HEATHER HOMEOWNERS' ASSOCIATION, INC.**

I, the undersigned natural person acting as incorporator of a corporation under the Alabama Non-Profit Corporation Act (Section 10-3A-1, et seq. Code of Alabama), adopt the following Articles of Incorporation for such corporation:

**ARTICLE I**

**NAME**

The name of the corporation shall be Lake Heather Homeowners' Association, Inc., a non-profit corporation (the "Association").

**ARTICLE II**

**PERIOD OF DURATION**

The period of its duration is perpetual, unless and until hereafter lawfully dissolved.

**ARTICLE III**

**PURPOSE AND POWERS**

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for the maintenance, preservation and architectural control of the private subdivision known as Lake Heather Estates and the roads, facilities and common elements therein (the "Subdivision"), and to promote the health, safety and welfare of the owners of lots in said Subdivision ("Lot Owners"), and for these purposes, the Association shall have the following powers:

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

2. The Association shall have all of the powers and duties necessary to administer and manage the Subdivision pursuant to the Declaration of Restrictive Covenants (the "Declaration") as it may be amended from time to time, and the Bylaws, including, but not limited to the following:

(a) To provide for garbage and trash collection and removal;

W. Howard Donohau, III

Inst # 1992-18575

(b) To provide for security of the Subdivision and to establish and maintain a guard house and/or security gates.

(c) To estimate the amount of the annual budget and to make and collect assessments against Lot Owners to defray the costs, expenses and losses of the Association.

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

(e) To maintain, repair, replace, sanitize and operate the Access Easement (as defined in the Declaration).

(f) To purchase insurance upon the Access Easement and insurance for the protection of the Association and its members, including fidelity bond coverage for all persons having access to the funds of the Association.

(g) To make and amend reasonable Rules and Regulations respecting the use of the Subdivision.

(h) To construct, reconstruct, repair, replace, equip, furnish or refurnish any improvement or portion thereof in the Access Easement.

(i) Construct, reconstruct, repair replace or refinish any road improvement or surface upon any portion of such Access Easement used as a road, street, walk or parking area;

(j) Replace injured and diseased trees or other cover to the extent that the Board of Directors of the Association (the "Board") deems necessary for the conservation of water and soil and for aesthetic purposes;

(k) Place and maintain in any such Access Easement such signs as the Board may deem appropriate for the proper identification, use and regulation thereof.

(l) To enforce by legal means the provisions of the Declaration, these Articles, the Bylaws of the Association, and the Rules and Regulations for the use of the Subdivision.

(m) To contract for the management of the Subdivision as provided for in the Declaration 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.

(n) To employ personnel to perform the services required for proper operation of the Access Easement.

(o) 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 other acts, as may be required to comply with the provisions of Section 501(c)(4) of the Federal Internal Revenue Code, as amended and applicable Revenue Rulings, and other Federal and State statutes providing for an exemption from Federal and State Income taxes for non-profit organizations.

- (p) To retain legal counsel.
- (q) Grant easements, encroachments, leases, licenses, and concessions through or over the common elements.
- (r) To sue and be sued with respect to all matters applicable to the Subdivision.
- (s) Impose against Lot Owners charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of the Declaration, Bylaws, and Rules and Regulations of the Association.
- (t) Impose reasonable charges for the preparation and recordation of amendments to the Declaration, resale certificates and the like, or statements of unpaid assessments.
- (u) Provide for the indemnification of its officers and board and maintain directors' and officers' liability insurance.
- (v) Exercise all other powers that may be exercised in this state by legal entities of the same type as the Association.
- (w) Exercise any other powers necessary and proper for the governance and operation of the Association.

3. All funds and titles of all properties acquired by the Association and the proceeds thereof shall be paid in trust for members of the Association in accordance with the provisions of the Declaration, these Articles and the Bylaws.

#### **ARTICLE IV**

##### **MEMBERSHIP**

This Association shall issue no shares of stock of any kind or nature whatsoever. There shall be one member of the Association for each lot in the Subdivision. If a lot is owned by more than one person, a designation will be filed designating who will be the member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. The members shall enjoy such qualifications, rights and voting rights as may be fixed in the Declaration and in the Bylaws of the Association.

#### **ARTICLE V**

##### **REGISTERED AGENT**

The address of the initial registered office of the Association is 5104 Cyrus Circle, Birmingham, Alabama 35242, and the name of the initial registered agent at such address is Charles Givianpour.



## **ARTICLE VI**

### **BOARD OF DIRECTORS**

The number of Directors constituting the initial Board of Directors of the Association is three (3), and the names and addresses and term of the persons who are to serve as the initial Directors are:

Charles Givianpour  
5104 Cyrus Circle  
Birmingham, Alabama 35242

Tom Logan  
5104 Cyrus Circle  
Birmingham, Alabama 35242

Kenneth B. Weygand  
5313 Meadowbrook Road  
Birmingham, Alabama 35242

## **ARTICLE VII**

### **INCORPORATOR**

The name and address of the initial incorporator of the corporation is as follows:

Howard Donovan, Esq.  
1 Independence Plaza  
Suite 510  
Birmingham, Alabama 35209

## **ARTICLE VIII**

### **DISSOLUTION**

The corporation is not organized for pecuniary profit and no part of its net earning shall inure to the benefit of any member, Director or individual. Upon dissolution of the corporation, the assets of the corporation, if any, and all money received by the corporation from its operations, after the payment in full of all debts and obligations of the corporation of whatsoever kind and nature, shall be used and distributed to the members in the manner provided, and to the extent permitted, by the Alabama Non-Profit Corporation Act.

IN WITNESS WHEREOF, the Incorporator has hereunto set his hand and seal, this the 26 day of August, 1992, in Jefferson County, Alabama.

Howard Donovan  
HOWARD DONOVAN

STATE OF ALABAMA     )  
                                  )  
JEFFERSON COUNTY    )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **HOWARD DONOVAN**, 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 foregoing he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal, this 26 day of August, 1992.

[NOTARIAL SEAL]

Cheryl A. Robinson  
Notary Public

My Commission Expires: 7-10-95

# State of Alabama

## County

SHELBY

### CERTIFICATE OF INCORPORATION

OF

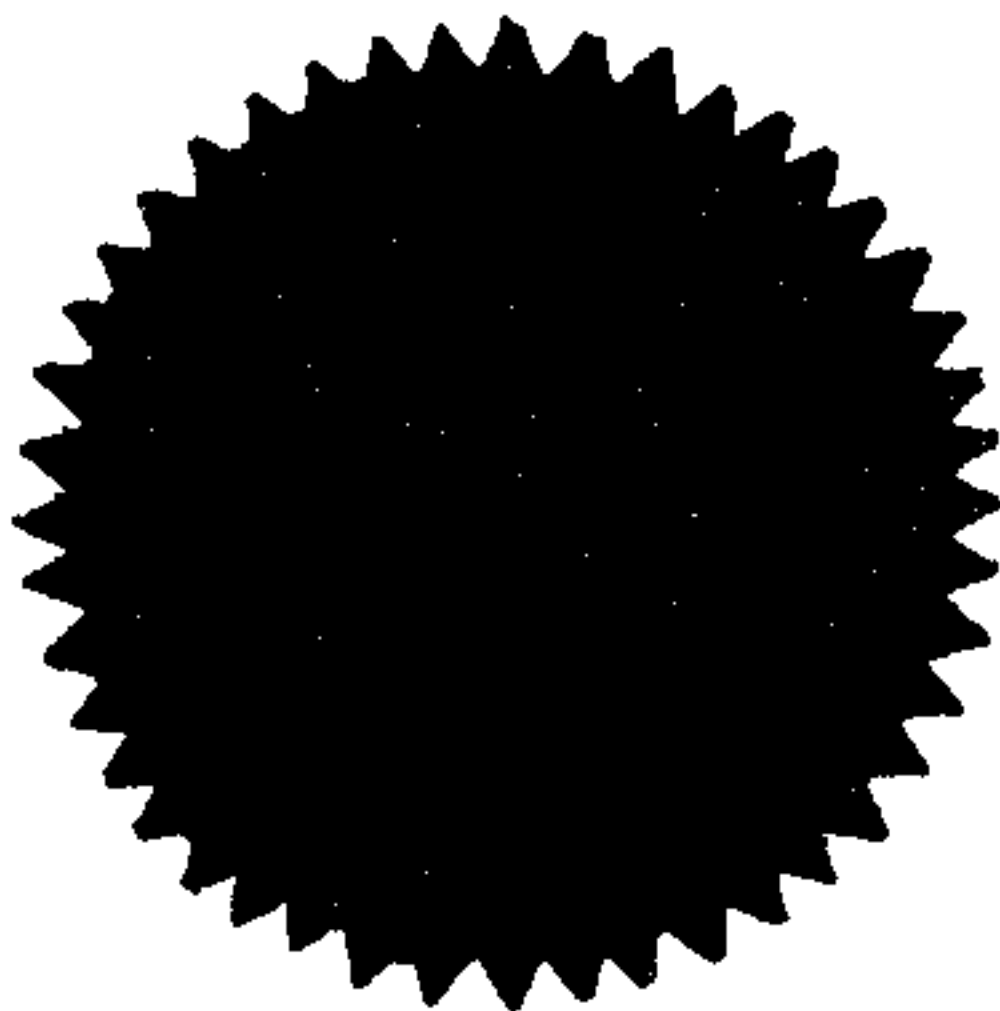
LAKE HEATHER HOMEOWNERS' ASSOCIATION, INC.

The undersigned, as Judge of Probate of SHELBY County, State of Alabama, hereby certifies that duplicate originals of Articles of INCORPORATION of LAKE HEATHER HOMEOWNERS' 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 LAKE HEATHER HOMEOWNERS' 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

SEPTEMBER, 19 92.



*Thomas A. Snowden, Jr.*

Judge of Probate

Inst. # 1992-18575

09/01/1992-18575  
08:58 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
006 MCD 48.00