
**ARTICLES
OF
INCORPORATION
OF
SUMMER BROOK
HOMEOWNERS ASSOCIATION, INC**

(a corporation not for profit)

This instrument prepared by:

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Inst # 1999-19591

**05/10/1999-19591
02:02 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
010 WMS 50.00**

ARTICLES OF INCORPORATION
OF
SUMMER BROOK HOMEOWNERS 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, § 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 SUMMER BROOK Homeowners Association, Inc. The corporation is sometimes referred to herein as the "Corporation" or the "Association".

ARTICLE II

DEFINITIONS

2.1 Association: SUMMER BROOK Homeowners Association, Inc., its successors and assigns.

2.2 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.

2.3 Board: The Board of Directors of the Association.

2.4 By-Laws: The duly enacted By-Laws of the Association.

2.5 Common Areas: Those portions of the Subject Property which are conveyed to the Association by the developer, Summer Brook Partnership, or otherwise defined or designed as Common Areas by notation on any record map or plat of the Subject Property, including those properties more particularly described in Article I, Section 4 of instrument number 1996-02230 as recorded in the office of the Judge of Probate of Shelby County, Alabama.

2.6 Declaration: The Declaration of Protective Covenants of SUMMER BROOK recorded in the Office of the Judge of Probate of Shelby County, Alabama, in instrument numbers 1994-15844, 1995-18940, 1996-02230, 1996-22426, 1997-15418, 1997-15419 and 1998-17749 as the same may from time to time be supplemented or amended in the manner described herein.

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

2.8 Declarant: Summer Brook Partnership, and any successor thereof and any purchaser from Summer Brook Partnership of any portion of the Subject Property to whom Summer Brook Partnership also conveys and assigns its rights hereunder as Declarant.

2.9 Entranceway Improvements: Those certain improvements to be made with respect to any entranceway into the Subject Property from Cambridge Point Drive, Pebble Drive, or Winterhaven Drive.

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

2.11 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.

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

2.13 Resident: Any person or persons occupying a Parcel.

2.14 Summer Brook Covenants: Those certain Restrictions and Protective Covenants on Summer Brook Property previously filed for record in the Office of the Judge of Probate of Shelby County, Alabama in instrument numbers 1994-15844, 1995-18940, 1996-02230, 1996-22426, 1997-15418, 1997-15419 and 1998-17749 as the same may from time to time be supplemented or amended in the manner described herein.

2.15 Summer Brook Property: The property described in the Declaration and other property which may be acquired by Declarant and developed as a part of Summer Brook.

2.16 Subject Property: The property subjected to the Declaration and described in the Declaration, along with any other real property which may be subjected to the Declaration by separate instrument executed by the Declarant.

ARTICLE III

PRINCIPAL OFFICE AND AGENT

The initial registered office of the Association shall be located at 185 Pebble Drive, Alabaster, AL 35007. The registered agent of the Association shall be Lois M. Glackin.

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 Summer Brook 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 within Summer Brook and the water and drainage systems, and other areas and structures beneficial or useful to Summer Brook; 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 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 present a unified effort for the Members in protecting the value of the property of Members; and to represent the Members before the appropriate governmental entity with regard to the security of it Members, the property of its Members, Residents and property of Residents of Summer Brook, maintenance, regulation parking within road areas, traffic control, garbage and waste collection and disposal and any other provided service.

4.2.4 To own, operate and manage the Common Areas located in Summer Brook, 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.

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 Summer Brook 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, or with 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, these Articles and the By-Laws 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, or to 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 By-Laws 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 and the Declaration.

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 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 By-Laws 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 By-Laws.

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 Declarant. The Class B Membership shall terminate 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 Declarant no longer owns title to or any interest (whether by contract or otherwise) in any portion of the Subject Property or; (c) pursuant to Article III, Section 2 of instrument number 1996-02230 as recorded in the office of the Judge of Probate of Shelby County, Alabama.

When entitled to vote, each Class A 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.

ARTICLE VI

TERM

This Corporation shall exist perpetually.

ARTICLE VII

SUBSCRIBERS

The name and residence of the incorporator of the Corporation is as follows:

- | | | |
|-----|-----------------|---|
| (1) | Lois M. Glackin | 185 Pebble Drive
Alabaster, AL 35007 |
|-----|-----------------|---|

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 seven (7) Members. Change in the maximum number of Directors shall be permitted by amendment to the By-Laws 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 their successors are elected and have qualified are as follows:

- | | | |
|-----|--------------------|--|
| (1) | Lois M. Glackin | 185 Pebble Drive
Alabaster, AL 35007 |
| (2) | Martha Musso | 122 Winterhaven Drive
Alabaster, AL 35007 |
| (3) | Randall D. Chapman | 144 Pebble Drive
Alabaster, AL 35007 |
| (4) | Kevin Lee | 200 Summer Brook Lane
Alabaster, AL 35007 |

(5) Thomas F. Hall, III

69 Winterhaven Drive
Alabaster, AL 35007

(6) Dana Nicole Hodde

61 Winterhaven Drive
Alabaster, AL 35007

(7) Bobby D. Saxon

221 Summer Brook Lane
Alabaster, AL 35007

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

Among other things, the Board of Directors shall have the authority to make and alter By-Laws 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 by the By-Laws 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 By-Laws 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 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 are 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 XIII

AMENDMENT OF ARTICLES

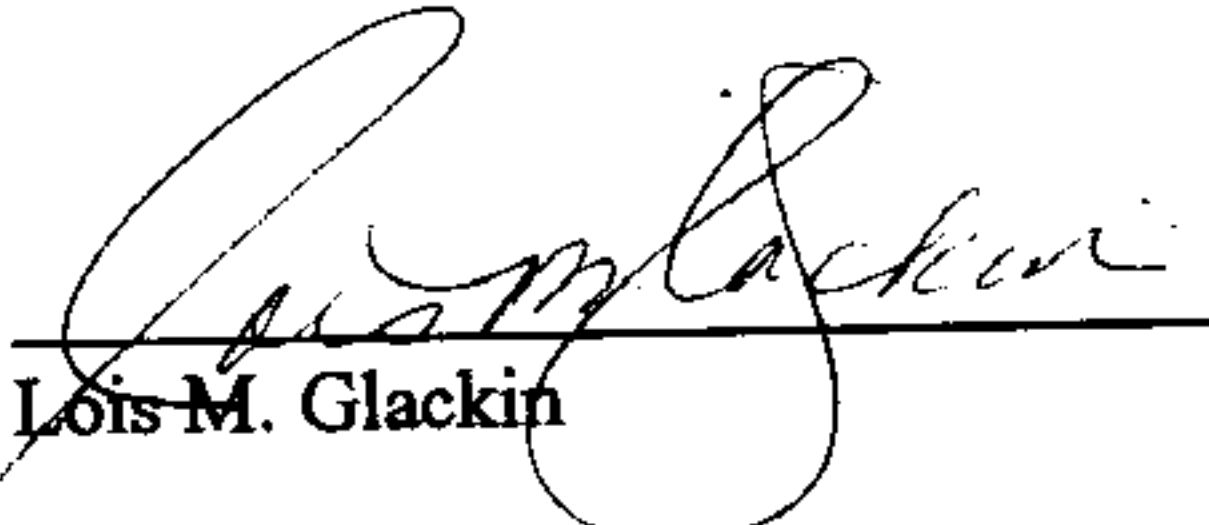
These Articles may be amended by an affirmative vote of two-thirds (2/3) of the Members of the Association entitled to vote.

ARTICLE XIV

BY-LAWS

The Association shall adopt By-Laws governing the conduct of the affairs of the Association. The By-Laws may be altered, amended, or rescinded as provided in the By-Laws.

IN WITNESS WHEREOF, the subscribing incorporator has hereunto set her hand and seal and caused these Articles of Incorporation to be executed this 7 day of May, 1999.



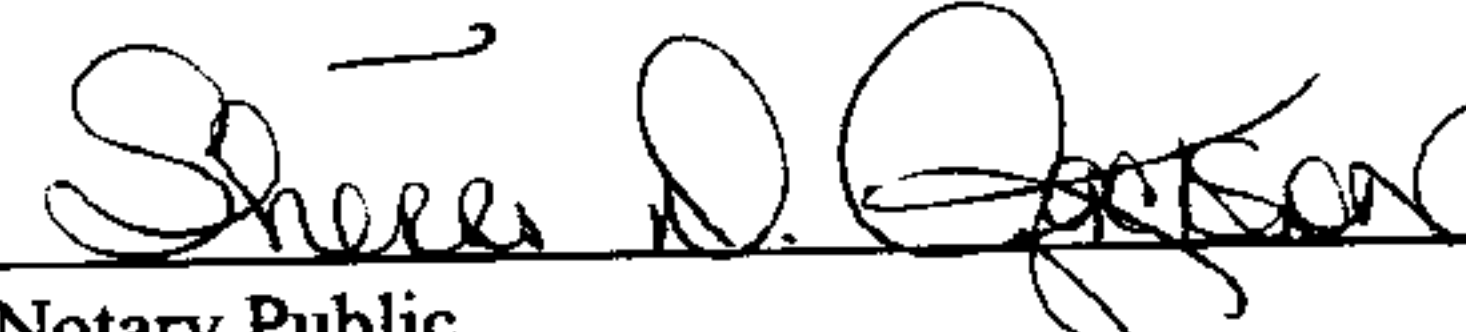
Lois M. Glackin (SEAL)

STATE OF ALABAMA }

COUNTY OF SHELBY }

Before me, the undersigned Notary Public, in and for said County and State, personally appeared Lois M. Glackin who is known to me and who, after first being duly sworn, depose under oath and said that the foregoing Articles of Incorporation were prepared under her direction and that she had knowledge of and was informed of the facts stated therein, that said facts are true, and that she executed the same freely and voluntarily and for the purposes stated therein.

Given under my hand and official seal, this the 7TH day of May, 1999.



Notary Public

[NOTARIAL SEAL]

My commission expires: 7-10-01

State of Alabama

SHELBY

County

CERTIFICATE OF INCORPORATION

OF

SUMMER BROOK 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 SUMMER BROOK 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 SUMMER BROOK HOMEOWNERS ASSOCIATION INC., and attaches hereto a duplicate original of the Articles of INCORPORATION.

GIVEN Under My Hand and Official Seal on this the 10TH day of

MAY, 19 99.

Patricia Geyer Schmitt

Judge of Probate

