


STATE OF ALABAMA            )  
COUNTY OF SHELBY         )

  
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Shelby Cnty Judge of Probate, AL  
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**ARTICLES OF INCORPORATION  
OF  
HUNTERS GATE RESIDENTIAL ASSOCIATION, INC.**

The undersigned, acting as the incorporator of a nonprofit corporation under the Alabama Nonprofit Corporation Law [Code of Alabama 1975 §§ 10A-3-1 et seq.], (the "Act"), adopts the following Articles of Incorporation for such corporation:

1.     **NAME.** The name of the corporation shall be Hunters Gate Residential Association, Inc. (hereinafter referred to as "Association").
2.     **DURATION.** The period of duration of the Association is perpetual.
3.     **PURPOSES AND POWERS.** The purpose for which the Association is organized and the powers of the Association are as follows:

(a) To enforce the provisions of and exercise the rights under the Declaration of Covenants, Conditions, Restrictions for Hunters Gate, A Residential Subdivision (the "Covenants") executed by D.R. Horton, Inc.-Birmingham, as the original developer of the Hunters Gate single family residential subdivision and the "owner" of the Subdivision thereunder, recorded on January 3, 2014 in Instrument No. 20140103000003530 in the Office of the Judge of Probate of Shelby County, Alabama, burdening certain real property located in Shelby County, Alabama more particularly described therein as the "Subdivision," (the Subdivision being referred to herein as the "Property" and being more particularly described on Exhibit A attached hereto).

(b) To promote the common good, health, safety, and general welfare of the residents within the property covered by the Covenants;

(c) To provide for the efficient preservation of the appearance, value and amenities of the Property;

(d) To own and maintain, repair and replace the general and/or common areas of the Property including structures, landscaping and other improvements in and benefiting the Property for which the obligation to maintain has been delegated and accepted;

(e) To control the specifications, architecture, design, appearance, elevation and landscaping of all improvements and structures of any kind, including, without limitation, buildings, fences, walls, signs, lighting systems, site paving, grading, screen enclosures, sewers, drains, landscaping, landscape devices or objects and/or other structures constructed, placed or

permitted to remain on the Property, as well as any alteration, improvement, addition and/or change therein, thereof or thereto, all in accordance with the Covenants;

(f) To provide, purchase, acquire, own, replace, improve, maintain and/or repair such real property, buildings, structures, street lights, landscaping, paving or other improvements in and/or benefiting the Property for which the obligation to so maintain and repair has been, or may be, delegated to, and accepted by, the Association;

(g) To provide services, the responsibility for which has been, or may be, delegated to, and accepted by, the Association;

(h) To operate without profit for the sole and exclusive benefit of its members; and

(i) To perform any and all other functions contemplated of the Association or otherwise undertaken by its Board of Directors in accordance with the Covenants.

4. **Additional Powers.** The Association shall have all of the common law and statutory powers, authority and privileges generally granted to nonprofit corporations under the laws of the State of Alabama. The Association shall have such additional powers as are reasonably necessary or appropriate to implement and effectuate the purposes of the Association and as are not inconsistent with these Articles, the Bylaws of the Association ("Bylaws"), and the Covenants, as each of them may from time-to-time be amended, including, without limitation:

(a) To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Association pursuant to the Covenants, these Articles, the Bylaws, or any rules and regulations adopted pursuant thereto, and to enforce the provisions thereof;

(b) To maintain, repair, replace, operate and manage the common areas, and such other parts or parcels of the Property or other property adjacent thereto as may be delegated to, and accepted by, the Association, including the right to make further improvements to the common areas or such other property;

(c) To acquire (by purchase, grant or otherwise), annex and merge, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) To promulgate, amend and enforce rules, regulations, the Bylaws, covenants, restrictions and agreements in connection with and to effectuate the affairs and purposes of the Association and to enforce by legal means the provisions of these Articles or the Covenants;

(e) To fix, levy, collect and enforce payment of all assessments or charges to be levied against lots within the Property pursuant to the terms of the Covenants and Bylaws, and to defray all costs and expenses in connection therewith, as well as the costs and expenses



of effectuating the objects and purposes of the Association, and to create reasonable reserves for such costs and expenses;

(f) Subject to the provisions of these Articles and the Bylaws, to borrow money, and, from time to time, to make, accept, endorse, execute and issue debentures, promissory notes or other obligations of the Association for monies borrowed, in payment of property acquired, or for any of the other purposes of the Association, and to secure the repayment of any such obligation by mortgage, pledge or other instrument of trust, or by lien upon, assignment of, or agreement in regard to, all or any part of the property, rights or privileges of the Association, wherever situated;

(g) To pay taxes and other charges, if any, on or against any property, if any, owned by the Association;

(h) To employ such personnel or to enter into, make, perform or carry out contracts with others to effectuate the aforesaid purposes with any person, firm, corporation, association or other entity and so contract for the management of the Association and to delegate to such contractors all powers and duties of the Association;

(i) To delegate power or powers where such is deemed to be in the interest of the Association; and

(j) To purchase insurance for the protection of the Association, its officers, directors or members.

The objects and purposes set forth in Section 2 and 3 of these Articles shall be construed as powers as well as objects and purposes, and the Association shall have and may exercise such powers as if such powers were set forth in full herein. The Association shall have and may exercise all powers set forth in any other Article of these Articles of Incorporation. The foregoing statement of purposes shall be construed as a statement both of purposes and of powers, and the purposes and powers in each clause shall not be limited or restricted by reference to or inference from the terms or provisions of any other clause, but shall be broadly construed as independent purposes and powers. Notwithstanding any of the above statements of purposes and powers, neither the Board of Directions nor any officer of the Association shall have the authority to borrow funds in order to pay for any required expenditure or outlay or to mortgage, pledge, or hypothecate any or all of the real or personal property of the Association without the approval of the members of the Association in the manner provided under the Bylaws and the Covenants. All funds and title of properties acquired by the Association and the proceeds therefrom shall be held in trust for the members in accordance with the provisions of the Covenants and the Articles and Bylaws of the Association.

## 5. **MEMBERS AND VOTING RIGHTS.**

(a) **MEMBERS.** The Members of the Association shall consist of all lot owners (as described in the Covenants), and the membership shall be appurtenant to, and may not be separated from, ownership of any lot. Membership shall attach automatically upon the acceptance of delivery of the instrument of transfer of such ownership interest, provided that such instrument is promptly recorded in the Office of the Judge of Probate of Shelby County,

Alabama. Membership shall terminate automatically upon the tendering of delivery of an instrument of transfer of such ownership interest (provided such tender is accepted) or upon such ownership interest being divested in some other manner.

(b) **VOTING RIGHTS OF MEMBERS.** The voting rights of the members of the Association (the "Members") are set forth in the Bylaws. The voting rights of any Member who has violated the Covenants or who is in default in the payment of assessments may be limited and suspended in accordance with the provisions of the Covenants, the Bylaws, or any rules and regulations adopted by the Board of Directors of the Association.

6. **BOARD OF DIRECTORS:**

(a) **Number of Directors.** The affairs of the Association shall be managed by a Board of Directors consisting of the number of directors as shall be determined by the Bylaws; provided, however, that the Board of Directors shall consist of not less than three (3) directors, and in the absence of a provision in the Bylaws shall consist of three (3) Directors. Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by the Bylaws. Vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

The initial Board of Directors shall have three (3) directors. The names and addresses of the members of the Board of Directors who shall hold office until their successors are elected and have qualified, or until such Directors are removed, are as follows:

<b><u>NAME</u></b>	<b><u>ADDRESS</u></b>
Julia L. Dummitt	2188 Parkway Lake Drive Hoover, AL 35244
Eric C. Shula	2188 Parkway Lake Drive Hoover, AL 35244
Jonathan W. Chesser	2188 Parkway Lake Drive Hoover, AL 35244

(b) **ELECTION AND REMOVAL OF DIRECTORS.** Directors of the Board of the Association shall be elected and may be removed in accordance with the terms and provisions of the Bylaws.

(c) **POWERS.** Except as may be otherwise provided to the contrary in the Covenants, these Articles of Incorporation or the Bylaws of the Association, all powers of the Association shall be exercised by or under the authority of, and the business and affairs of the Association shall be managed under the direction of, the Board of Directors.

(d) **CONFLICTS OF INTERESTS.** No contract or other transaction between the Association and one or more of its Directors or any other corporation, firm, association or entity in which one or more of its Directors are directors or officers or are financially interested, shall be either void or voidable because of such relationship or interest. Any Director of the



Association or any corporation, firm, association or entity of which any Director of the Association is a director or officer or is financially interested or may be a party to, or may be pecuniarily or otherwise interested in, any contract or transaction of the Association, provided that such relationship or interest in such contract or transaction shall be disclosed or known to the Board of Directors at the meeting of the Board of Directors or a committee thereof which authorizes, approves, or ratifies such contract or transaction and, if such contract shall be disclosed or known, any Director so related or interested may be counted in determining a quorum at such meeting and may vote on such matter or action with the same force and effect as if such Director were not so related or interested. Any Director of the Association may vote on any contract or other transaction between the Association and any affiliated corporation without regard to the fact that he is also a director of such affiliated corporation..

7. **INITIAL REGISTERED OFFICE.** The address of the Association's initial registered office is 2188 Parkway Lake Drive, Hoover, Alabama 35244 and the name of its initial registered agent is Julia L. Dummitt, with the same address.

8. **INDEMNITY.** The Association shall have the right to indemnify each person who shall serve as a director, officer, employee, or agent of the Association, member of the "Architectural Review Committee" (as described in the Covenants), or shall serve at the request of the Association in a similar capacity with another corporation, joint venture, trust, or other enterprise, to the extent to which this Association is granted the power to so indemnify such persons by any and every statute of the State of Alabama or act of the Legislature of the State of Alabama.

9. **DISSOLUTION AND DISTRIBUTION OF ASSETS UPON DISSOLUTION.**

(a) The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3rd) of the entire Membership.

(b) Upon dissolution of the Association, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed among the members, subject to the limitations set forth below, as tenants in common, each members' share of the assets to be determined in accordance with its voting rights.

10. **AMENDMENT.** The Association reserves the right to amend, alter, change or repeal any provision contained in these Articles in the manner now or hereafter provided by law, and all rights conferred upon officers and directors herein are granted subject to this reservation, provided, however that such amendment, alteration, change, or repeal shall have received the assent of not less than two-thirds (2/3rd) of the entire Membership.

11. **INCORPORATOR.** The name and address of the sole incorporator of the Association is as follows:

Julia L. Dummitt  
2188 Parkway Lake Drive  
Hoover, AL 35244

IN WITNESS WHEREOF, the undersigned incorporator has hereunto subscribed his signature to these Articles of Incorporation this 9 day of January, 2014.

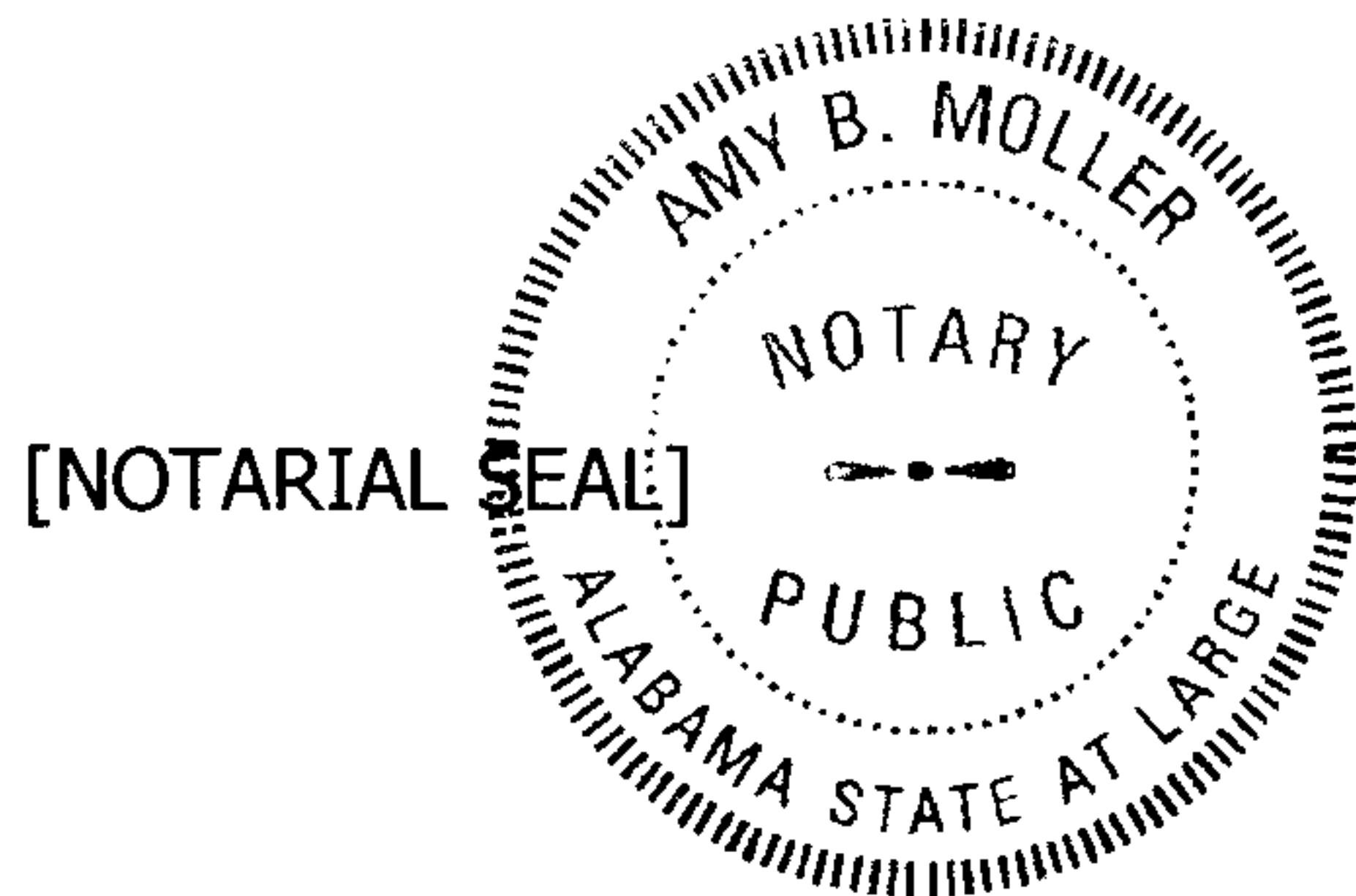
*Julia L. Dummitt*  
Julia L. Dummitt, Incorporator

STATE OF ALABAMA )

COUNTY OF JEFFERSON )


I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Julia L. Dummitt, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, she executed the same voluntarily on the date the same bears date.

Given under my hand and seal of office, this the 9 day of January, 2014.



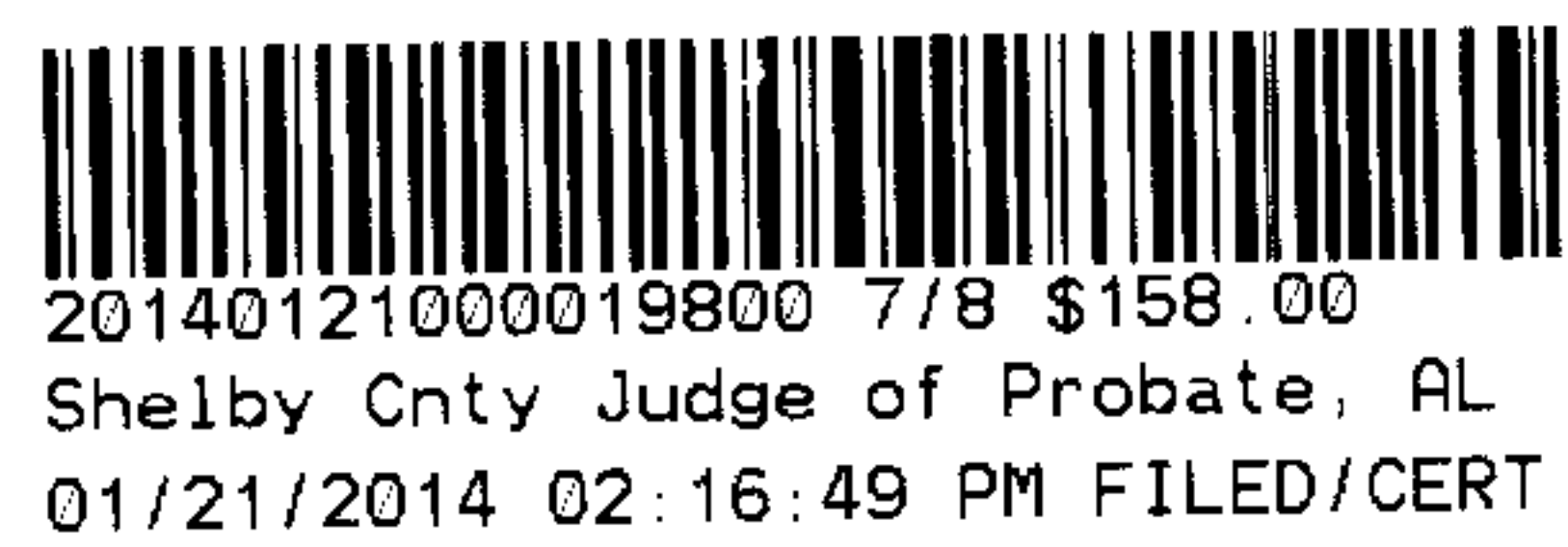
*Amy B. Moller*  
Notary Public  
My Commission Expires: 12/12/16

Instrument prepared by:  
W. Harold Parrish, Jr.  
Leitman, Siegal, Payne & Campbell, P.C.  
Wells Fargo Tower  
420 North 20<sup>th</sup> Street, Suite 2000  
Birmingham, AL 35203

  
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**EXHIBIT A**

Lots 1 through 28, CA-29, CA-30, and CA-31, according to the Plat of Hunters Gate, as recorded in Map Book 43, page 131, in the Office of the Judge of Probate Shelby County, Alabama.





Jim Bennett  
Secretary of State

P.O. Box 5616  
Montgomery, AL 36103-5616

# STATE OF ALABAMA

**I, Jim Bennett, Secretary of State of Alabama, having custody of the  
Great and Principal Seal of said State, do hereby certify that**

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama  
1975, and upon an examination of the entity records on file in this office, the  
following entity name is reserved as available:

**Hunters Gate Residential Association, Inc.**

This name reservation is for the exclusive use of Leitman, Siegal, Payne &  
Campbell, P, 420 North 20th Street, Suite 2000, Birmingham, AL 35203 for a  
period of one year beginning January 06, 2014 and expiring January 06, 2015



RES645494

**In Testimony Whereof, I have hereunto set my  
hand and affixed the Great Seal of the State, at the  
Capitol, in the city of Montgomery, on this day.**

January 06, 2014

Date

A handwritten signature in black ink, appearing to read 'Jim Bennett', is written over a horizontal line.

**Jim Bennett**

**Secretary of State**

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