

STATE OF ALABAMA

DOMESTIC NONPROFIT CORPORATION
AMENDMENT TO FORMATION/ARTICLES



20201117000524140 1/11 \$91.00
Shelby Cnty Judge of Probate, AL
11/17/2020 09:08:04 AM FILED/CERT

PURPOSE: In order to amend a Nonprofit Corporation's Certificate of Formation under Section 10A-3-4.02 and 10A-1-3.13 of the Code of Alabama 1975 this Amendment and the appropriate filing fees must be filed with the Office of the Judge of Probate in the county where the Certificate of Formation was recorded.

INSTRUCTIONS: Mail one (1) signed original and two (2) copies of this completed form and the appropriate filing fees to the Office of the Judge of Probate in the county where the corporation's Certificate of Formation was recorded. Contact the Judge of Probate's Office to determine the county filing fees. Make a separate check or money order payable to the **Secretary of State for the state filing fee of**

\$50.00 and the Judge of Probate's Office will transmit the fee along with a certified copy of the Amendment to the Office of the Secretary of State within 10 days after the filing is recorded. You may pay the Secretary of State fees by credit card if the county you are filing in will accept that method of payment (see attached). Your filing will not be indexed if the credit card does not authorize and will be removed from the index if the check is dishonored (\$30.00 fee).

(For County Probate Office Use Only)

This form must be typed or laser printed.

1. The name of the corporation from the Certificate of Formation:

HELENA STATION HOMEOWNERS' ASSOCIATION, INC.

2. The date the Certificate of Formation was filed in the county: 02 / 14 / 2017 (format MM/DD/YYYY)

3. Alabama Entity ID Number (Format: 000-000): 384 - 158 **INSTRUCTION TO OBTAIN ID NUMBER TO COMPLETE FORM:** If you do not have this number immediately available, you may obtain it on our website at www.sos.alabama.gov click Business Services (below picture), click Business Entity Search, search by entity name. The six (6) digit number containing a dash to the left of the name is the entity ID number. If you click on that number, you can check the details page to make certain that you have the correct entity – this verification step is strongly recommended.

This form was prepared by: (type name and full address)

JOHN M. ALFORD, ESQ.
100 BROOK DRIVE, SUITE D
HELENA, AL 35080

(For SOS Use Only)

DOMESTIC NONPROFIT CORPORATION AMENDMENT

4. The county in which the Certificate of Formation was filed: SHELBY
5. The titles, dates, and places of filing of any previous Amendments: _____

Attach a listing if necessary.

[Instruction on Amendment completion: Be very specific about what must be changed if you are amending existing information. If the amendment includes a name change, a copy of the Name Reservation form issued by the Office of Secretary of State must be attached.

Registered agents and registered agent addresses are changed by filing a Change Of Registered Agent Or Registered Office By Entity form directly with the Office of the Secretary of State (the new agent's signature is required agreeing to accept responsibility). You may file the information as an Amendment also, but the change form must be on file with the Secretary of State per 10A-1-3.12(a) (2) to effect the change in the public records database.]

6. The following amendment was adopted on 09 / 27 / 2020 (format MM/DD/YYYY):

SEE ATTACHED

☒ Additional Amendments and the dates on which they were adopted are attached.

7. The Amendment or Amendments have been approved in the manner required by Title 10A of the Code of Alabama 1975 and the governing documents of the entity.

Item 8, 9, or 10 MUST be checked.

8. ☐ The members met on _____ / _____ / _____ (MM/DD/YYYY) and adopted the Amendment by at least two-thirds of the votes entitled to be cast by members present or represented by proxy – a quorum was present.
9. ☐ The Amendment was adopted by a consent in writing signed by all members entitled to vote.
10. ☒ The board of directors met on 09 / 27 / 2020 (MM/DD/YYYY) and adopted the Amendment by majority vote of the directors in office – there are no members or no members entitled to vote.


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DOMESTIC NONPROFIT CORPORATION AMENDMENT

10 08 / 2020
Date (MM/DD/YYYY)

Lauren Taylor Kiser
Signature of President or Vice President required by 10A-3-4.02
Lauren Taylor Kiser
Typed Name and Title of Above Signature

10 / 08 / 2020
Date (MM/DD/YYYY)

Kristen Bell
Signature of Secretary or Assistant Secretary required by 10A-3-4.02
Kristen Bell
Typed Name and Title of Above Signature

10 / 08 / 2020
Date (MM/DD/YYYY)

Matthew Kiser
Witness Signature of Officer Signing Articles required by 10A-3-4.02
Matthew Kiser
Typed Name and Title of Above Signature


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**ARTICLES OF INCORPORATION (amendment and restatement of the Certificate of Formation)
OF
HELENA STATION HOMEOWNERS' ASSOCIATION, INC.
(a not for profit corporation)**

TO THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA:

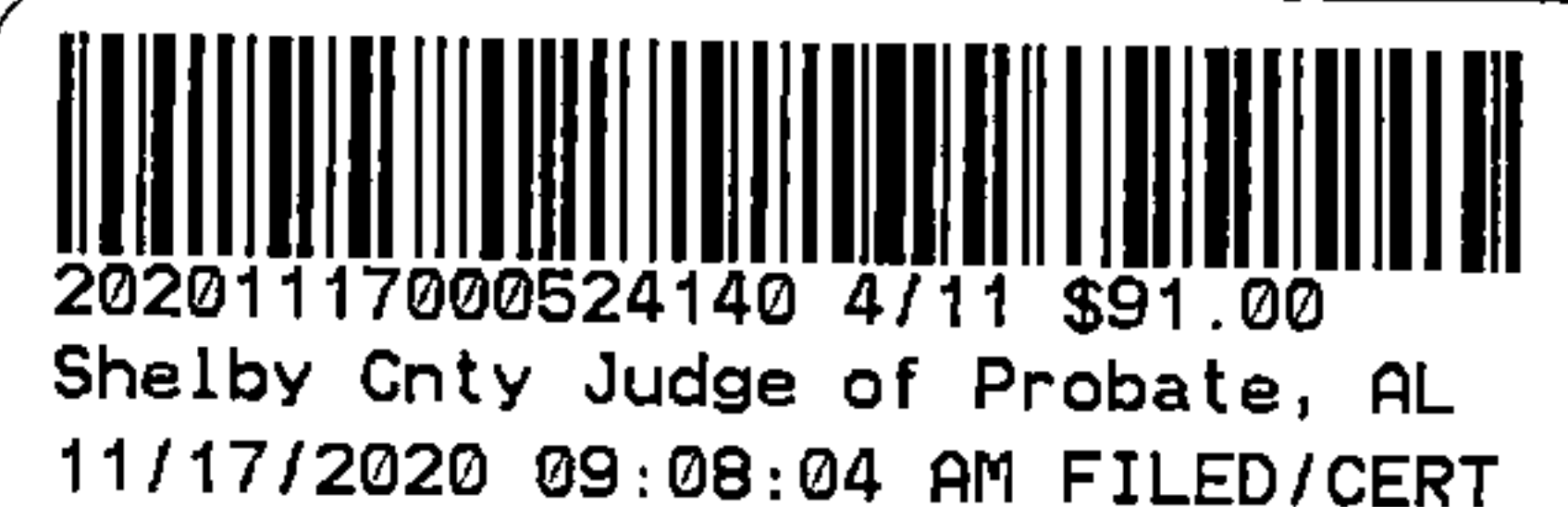
This is to certify that, for the purpose of amending and restating its Certificate of Formation, and recording its Articles of Incorporation, pursuant to the provisions of the "Alabama Nonprofit Corporation Law" [1975 Code of Alabama Section 10-3-1.01, et seq.], as well as the "Alabama Homeowners' Association Act" [1975 Code of Alabama Section 35-20-1, et seq.], and in concert with the previously filed Certificate of Formation, filed in instrument no. 20170214000054070, the undersigned do hereby make and file the following Articles of Incorporation.

**ARTICLE I
ASSOCIATION**

The name of the Association is: **"HELENA STATION HOMEOWNERS' ASSOCIATION, INC."** The corporation is sometimes referred to herein as the "Corporation" or the "Association."

**ARTICLE II
DEFINITIONS**

- 2.1 Association:** The Helena Station Homeowners' Association, Inc., its heirs and assigns.
- 2.2 Association Land:** Such real property which may at any time hereafter be conveyed to or owned by the Association, and all improvements thereon, 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 Bylaws:** The duly enacted Bylaws of the Association.
- 2.5 Committee:** Architectural Control Committee as defined in the Declaration of Protective Covenants (the "Protective Covenants" or the "Declaration").
- 2.6 Deed:** Any deed, assignment, lease, or other instrument conveying fee title or a leasehold interest in any part of the Subject Property subjected to the Declaration.
- 2.7 Helena Station:** The Subject Property subjected to the Declaration.



- 2.8 Lot:** 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.
- 2.9 Lot Owner:** The record owner of a Lot.
- 2.10 Member:** A person or other entity who is a record owner of a lot.
- 2.11 Member's Subject Property:** All Lots in the Subject Property which are platted of record.
- 2.12 Officers:** Members of the Board of Directors shall hold the titles of, at least, President, Secretary, and Treasurer. Board Members may also hold the official titles deemed appropriate by majority vote of the Board. They shall have the duties which are appointed to them by law and/or by the governing documents of the Association.
- 2.13 Protective Covenants:** Any Declaration of Protective Covenants for any sector of Helena Station which shall be recorded in the Probate Records Office of Shelby County, Alabama, as the same may from time to time be supplemented or amended in the manner described therein.
- 2.14 Resident:** Any person or persons occupying or leasing a Member's Subject Property.
- 2.15 Subject Property:** The Property subject to the Protective Covenants.

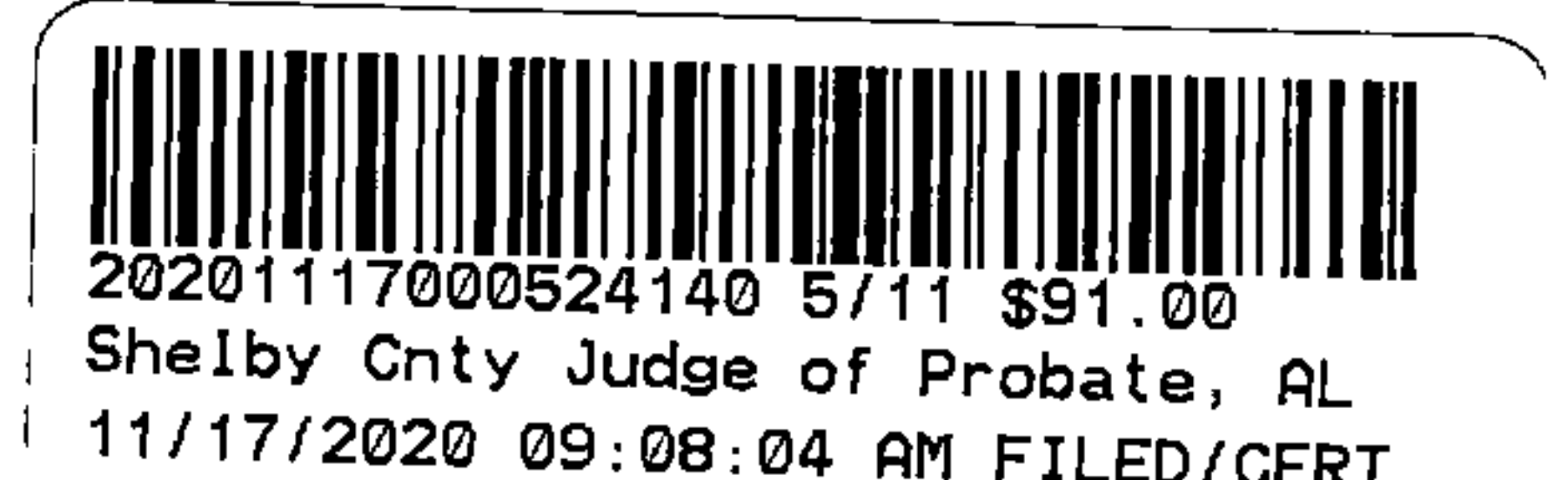
ARTICLE III
PRINCIPAL OFFICE AND AGENT

Lauren Taylor Kiser
901 Helena Station Cove
Helena, AL 35080

The mailing address of the Association is: PO Box 46, Helena, AL 35080.

ARTICLE IV
OBJECTS, PURPOSES, AND POWERS

- 4.1** 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** The objects and purposes for which this Corporation is organized are as follows:
- 4.2.1** To establish, maintain, operate, and provide all community services of every kind and nature required or desired by the Lot Owners of the Subject Property which shall be made



subject to the jurisdiction of the Association by the Protective Covenants or any supplemental declaration thereto, or other declaration, deed, or instrument.

4.2.2 To own, operate, and maintain any lakes, recreation parks, playgrounds, common drives and footways, including buildings, structures, and personal properties incident thereto, which property shall be held as Association Land; maintain unkept lands and trees; maintain other areas and structures beneficial or useful to Member's Subject Property; supplement municipal and other governmental services; fix assessments to be levied against Members' Subject Property and the owners of such Members' Subject Property; enforce any and all covenants, restrictions, and agreements applicable to the Association Land or to Members' Subject Property/ and pay taxes, if any, on the Association Land; 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.

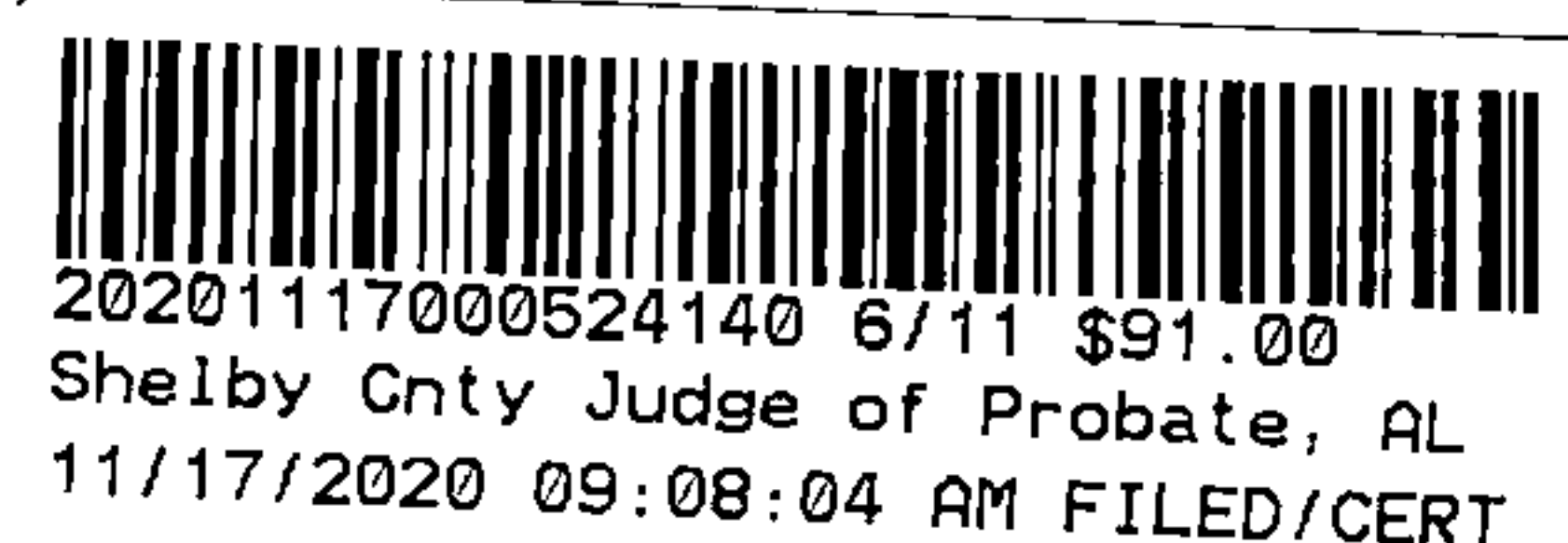
4.2.3 To present a unified effort to the Members in protecting the value of the property of the Members.

4.2.4 To own, operate and manage the Association Land; to perform any and all acts and duties incident to the administration, operation, and management of said Association Land in accordance with the terms, provisions, and conditions contained in these Articles of Incorporation; to borrow funds on such terms as the Association deems appropriate to carry out the rights, powers, and obligations hereof/ and own, operate, lease, sell, mortgage, trade, and otherwise deal with such property, whether real, or personal, as may be necessary or convenient.

4.2.5 To provide for any or all projects, services, facilities, studies, programs, systems, and properties relating to: lakes, dams, parks, recreational facilities or services; streets, roads, highways, walkways, curbing, gutters, sidewalks, trees, flowers and landscaping, fountains, benches, shelters, directional and informational signs, walkways and bridges, and street, road highway lighting facilities; traffic engineering programs and parking facilities; facilities for the collections, treatment, and disposal of garbage and refuse; facilities for the fighting and preventing of fires; parks, playgrounds, and other related or unrelated recreational facilities; and any and all other improvements, utilities, facilities, and services that the Board shall find to be necessary, desirable or beneficial to the interest of the Subject Property, members and Residents of Helena Station.

4.2.6 To provide for the security of its Members, the property of its Members, Residents, and property of Residents of Helena Station; to provide for road maintenance, parking within roadway areas, and traffic control; to provide for garbage and wasted collection and disposal/ to provide fire protection services to Helena Station or any part thereof.

4.2.7 To own, lease, license, operate, purchase, acquire, hold, improve, develop, manage, sell, convey, transfer, exchange, release and dispose of, either alone or in conjunction



with others, real and personal property, tangible and intangible, of every kind, character and description.

4.2.8 To enforce all of the terms and provisions of the Protective Covenants and to make, establish and enforce reasonable rules and regulations governing the administration, operation and management of the Subject Property.

4.2.9 To the extent provided in the Protective Covenants, and control the specifications, architecture, design, appearance, siting and landscaping of all improvements to be constructed, placed or permitted to remain on any lot in the Subject Property and all alterations, changes, and additions thereto.

4.2.10 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 as are deemed necessary and proper by its Directors. The objects and purposes expressed herein related to services, benefits, and expenditures pertaining to, derived from, or in connection with Helena Station or areas thereof intended for and available for the common use and enjoyment or need of the Members.

4.3 In furtherance of the aforesaid objects, purposes, and powers, the Association shall have and exercise all 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 not be 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.

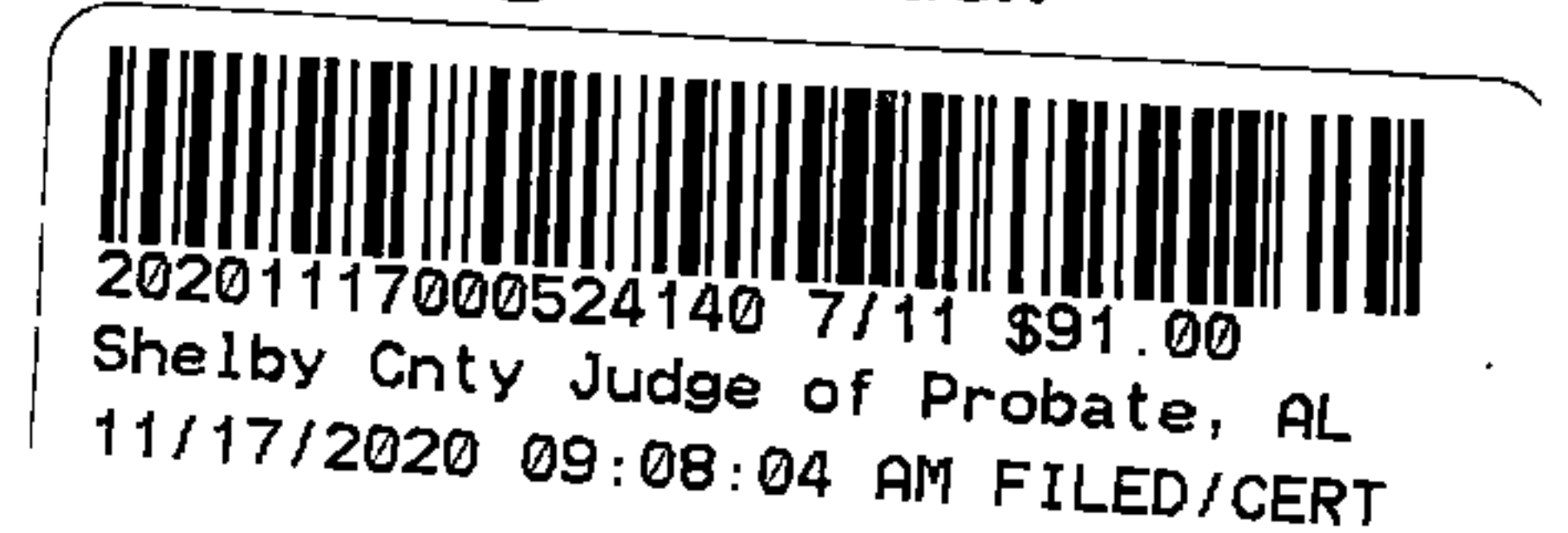
4.3.2 To contract with others to provide the services, benefits, and advantages desired.

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 Association Land.

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 these Articles of Incorporation and the Bylaws of the Association.

4.3.6 To contract for the management of the Subject Property and to delegate to such contractors 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 of Incorporation, the Protective Covenants, and the Bylaws of the Association.

4.3.8 To purchase insurance upon and for the protection of the Association Land, the Board and the Officers of the Association.

4.3.9 To reconstruct improvement constructed on the real property after casualty or other loss.

4.3.10 To make additional improvements on and to the Association Land.

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 marinas, lakes, and other recreational facilities, whether or not contiguous.

4.3.12 To borrow funds on such terms as the Association deems appropriate to carry out the rights, powers, and obligations hereof, and to own, operate, lease, sell, mortgage, trade, and otherwise deal with Association Land.

4.3.13 To enforce by legal action the provisions of these Articles of Incorporation, the Bylaws, and the Protective Covenants.

4.3.14 To do all things allowed by the Bylaws or Protective Covenants.

ARTICLE V

TERM

This Association shall exist perpetually.

ARTICLE VI

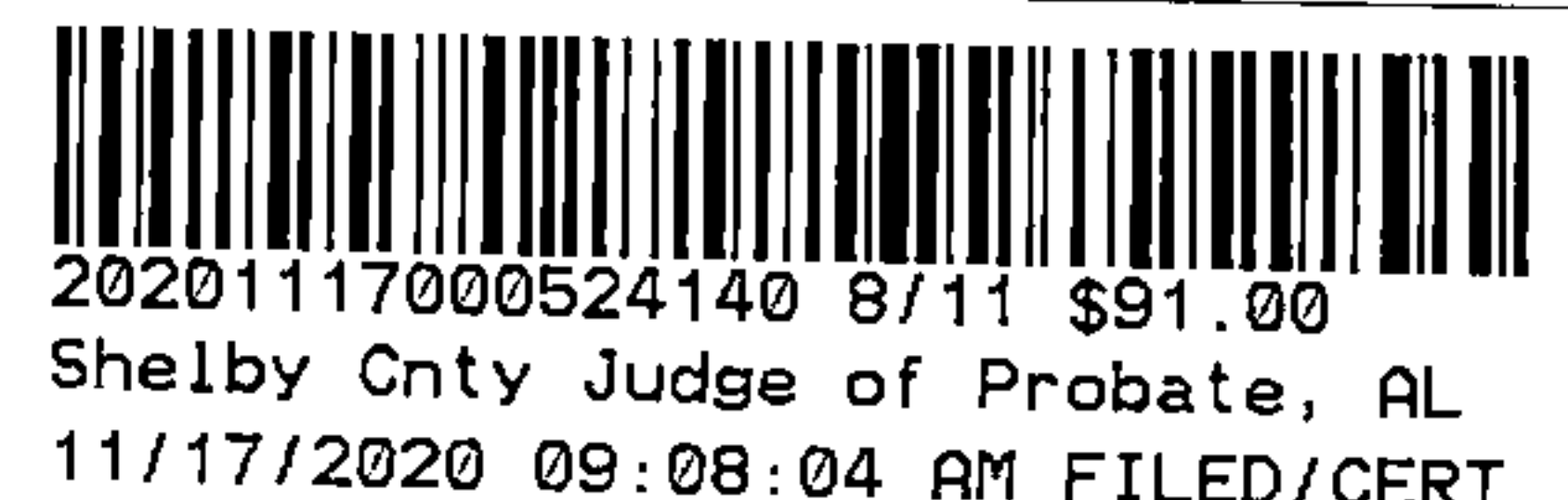
NONSTOCK AND NONPROFIT STATUS

The Association shall have no capital stock, is not organized for profit, and does not contemplate pecuniary gain or profit to the members thereof. No part of the earnings of the Association shall inure to the benefit of any member, individual, officer, or director. The Association does not contemplate the distribution of gains, profits, or dividends to the members thereof and is organized solely for nonprofit purposes.

ARTICLE VII

MEMBERS

The Members of the Association shall consist of the Lot Owners of all of the Lots within the Subject Property. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of a Lot. Members' voting right shall extend to, (i) Board elections,



(ii) removal and replacement of members of the Board, Officers of the Association, as well as members of any Committee, (iii) amending the Protective Covenants (subject to the limitations set forth therein), (iv) approving special assessments as provided in the Protective Covenants or Bylaws, of the Association, and all other matters required to be voted on or approved by the Members of the Association. The Members shall be entitled to vote on all of the foregoing subject to any restrictions set forth in the Protective Covenants. The voting rights of any Member may be limited or suspended in accordance with the provisions of the Bylaws.

ARTICLE VIII **DIRECTORS**

8.1 Number of Directors: The affairs of the Association shall be managed by a Board. The number of Directors constituting the board as of the filing of these Articles is four (4). Thereafter, the number of Directors shall be fixed in the manner provided in the Bylaws and may thereafter be increased or decreased from time to time by amendment to or in the manner provided in the Bylaws; provided, however that (i) the number of Directors shall in not event consist if fewer than three (3) Directors, (ii) no decrease in the number of Directors shall have the effect of shortening the term of any incumbent Director, (iii) the Directors shall be Owners of some portion of the Subject Property and residents of the Helena Station. The current Directors of the Association are as follows:

Lauren Taylor Kiser
901 Helena Station Cove
Helena, AL 35080

Emily McCann
744 Helena Station Drive
Helena, AL 35080

Dustin Strickland
917 Helena Station Cove
Helena, AL 35080

Kristen Bell
708 Helena Station Drive
Helena, AL 35080

8.2 Removal: The Members of the Association shall have the right at any time and from time to time to remove any Director, either with or without cause, and may appoint a successor to such removed Director. Any vacancies which may thereafter arise on the Board shall be filled as provided in the Bylaws.

8.3 Powers: Except as may be otherwise provided to the contrary in any of the Protective Covenants, these Articles of Incorporation, or the Bylaws of the Association, all



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powers of the Association shall be exercised by or under authority of , and the business affairs of the association shall be managed under the direction of, the Board.

8.4 Conflicts of Interest: 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 is financially interested may be a party to, or may be pecuniarily or otherwise interested in, provided that such contract or transaction shall be disclosed or known to the Board at the meeting of the Board or a committee thereof which authorizes, approves or ratifies such contract or transaction and, if such fact 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 he were not so related or interested. Any Director of the Association may vote on any contract or other transaction between the Association and any corporation.

ARTICLE IX

DISTRIBUTION OF ASSETS

9.1 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 of the Association, as tenants in common, with each member's share of the assets to be determined accordance with its voting rights.

9.2 Dissolution of the Association shall be accomplished as set forth in the Alabama Non Profit Corporation Law.

ARTICLE X

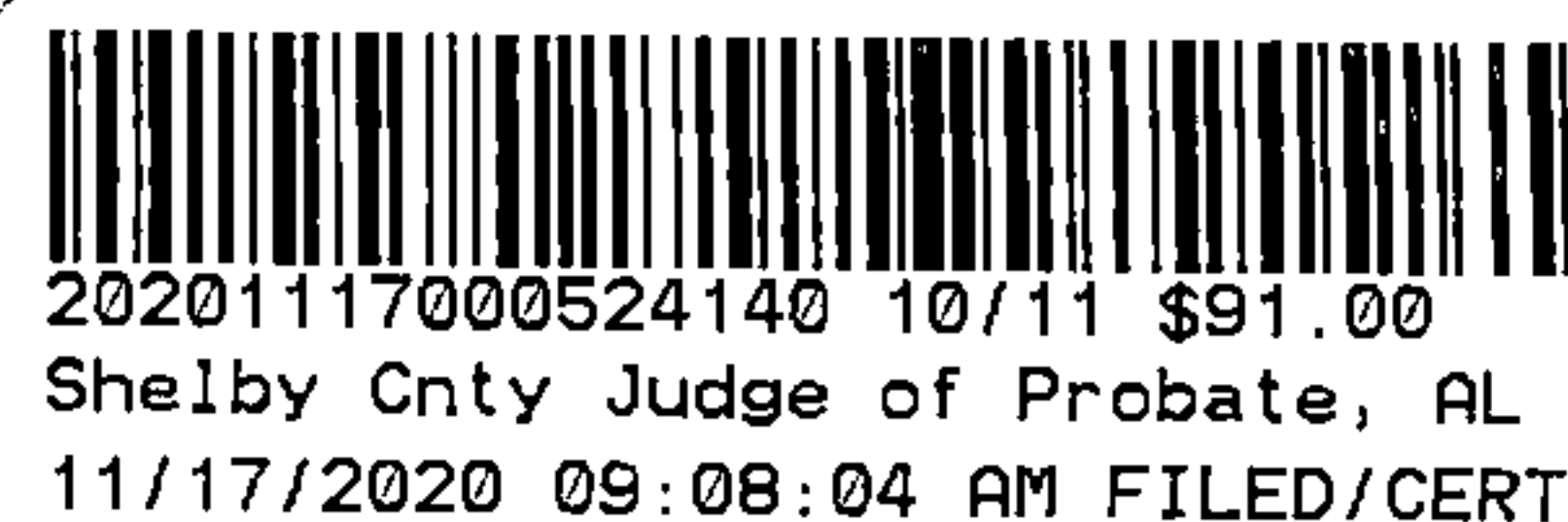
POWERS OF OFFICERS

The President or any Officer designated by the President of the Association shall each have authority to execute all instruments, documents, and contracts on behalf of the Association.

ARTICLE XI

INDEMNIFICATION

The Association shall indemnify every officer and Director of the Association against any and all expenses, including reasonable attorney's fees, reasonably incurred or imposed upon an officer or Director in connection with any action, suit, or other proceeding (including settlement proceedings, if approved by the Board of Directors of the Association) to which they are made a party by reason of being or having been a Member of the Association. The contemplated indemnification shall not be available in relation to matters in which the officer or Director is



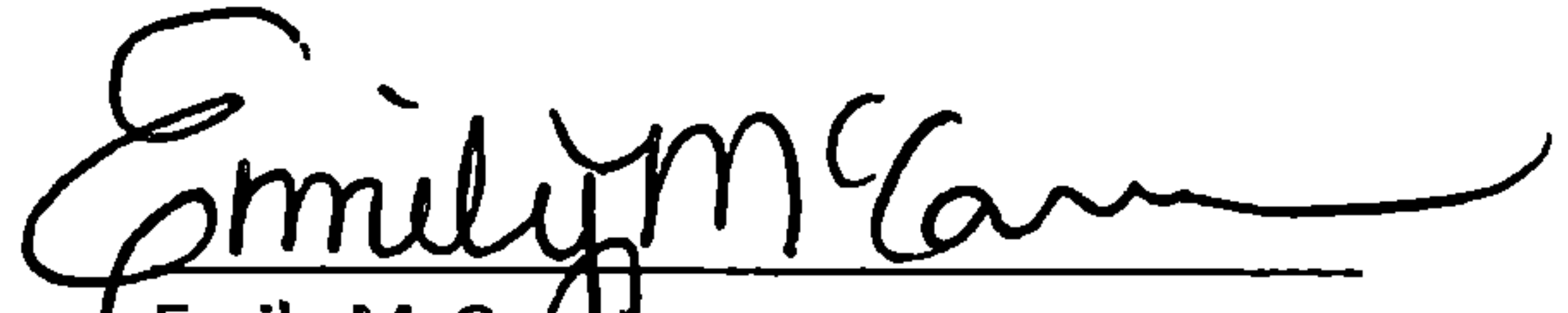
determined in the action, suit, or proceeding to have acted in bad faith, or to be liable for gross negligence or willful misconduct in the performance of duty.

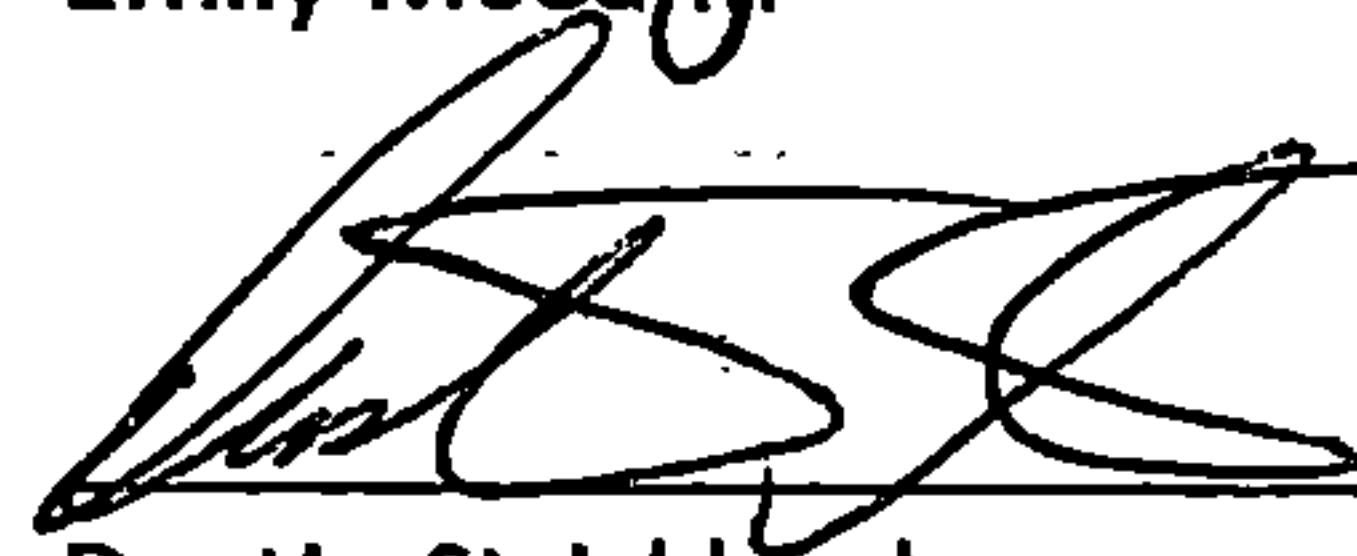
ARTICLE XI
AMENDMENT

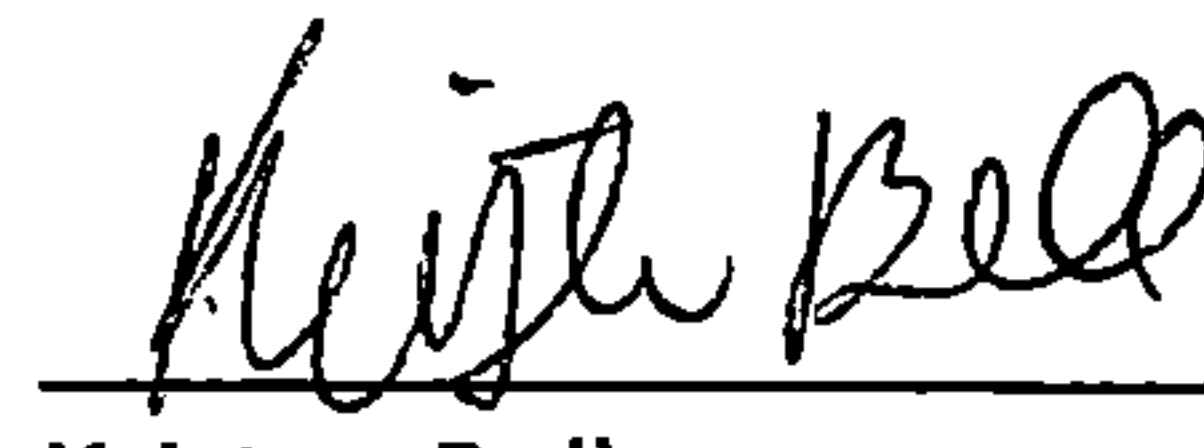
These Articles of Incorporation may be amended, subject to the terms and provisions of the Protective Covenants, by the affirmative vote of fifty-one percent (51%) of the total votes of the Association.

IN WITNESS WHEREOF, the undersigned, directors have hereto subscribed their names to these Amended and Restated Articles of Incorporation as of this the 27 day of September, 2020.


Lauren Taylor Kiser


Emily McCann


Dustin Strickland


Kristen Bell


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