

# **Meadow Brook Townhome Association**

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100 Meadow Croft Circle

Birmingham, Alabama 35242



## **Meadow Brook Townhome Association**

### **Articles of Incorporation**

ARTICLES OF INCORPORATION  
OF

MEADOW BROOK TOWNHOMES ASSOCIATION, INC.

STATE OF ALABAMA)

SHELBY COUNTY)

We, the undersigned, all of whom are residents of Alabama and all of whom are of full age, in compliance with the Non-Profit Corporation Act of the State of Alabama, hereby associate ourselves together for the purpose of becoming incorporated under the laws of the State of Alabama as a corporation not for profit, and hereby adopt the following Articles of Incorporation:

ARTICLE I

The name of this corporation shall be MEADOW BROOK TOWNHOMES ASSOCIATION, INC., which shall hereafter be referred to as the "Association". The corporation's principal office shall be at One Chase Corporate Drive, Suite 100, Birmingham, Alabama 35244.

ARTICLE II

The corporation shall have perpetual succession and shall exist until it is dissolved pursuant to these Articles or to law.

ARTICLE III

This Association does not contemplate monetary gain or profit to its members and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of that certain tract of property described as:

The Meadow Brook Townhomes Subdivision, as recorded in Map Book 10 at Page 2 of the Probate Office of Shelby County, Alabama;

and

Together with that certain tract of land described on attached Exhibit "A", which is contiguous to the subdivision and is deeded simultaneous herewith to the Association by South Jefferson Company, Inc., to be used as common area and for such other purposes as defined in this Article, the By-Laws and the Declaration of Covenants of Meadow Brook Townhomes;

and to promote the health, safety and welfare of the residents as it pertains to the Common Areas within the above-described prop-

erty and any addition thereto as may hereafter be brought within the jurisdiction of this Association and for this purpose the Association shall exercise the following powers:

(a) To exercise all of the powers and privileges and perform all of the duties and obligations of the Association set forth in that certain declaration of covenants, conditions and restrictions, hereinafter called the "Declaration" applicable to the property recorded or to be recorded in the Office of the Judge of Probate, Shelby County, Alabama, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) To make, levy and collect payment by any lawful means, all charges or assessments against members of the Association pursuant to the terms of the Declaration;

(c) To use the proceeds of assessments in the exercise of the Association's powers and duties, including the payment of all expenses in connection therewith, licenses, taxes or governmental charges levied or imposed against the property of the Association;

(d) To purchase insurance upon the Association property and upon the property of the residential lot owners as provided in the Declaration and to purchase insurance for protection of the Association and its members as lot owners;

(e) To construct, reconstruct and improve the Association property and property of the residential lot owners as provided for in the Declaration and the By-Laws;

(f) To enforce by legal means the provisions of the Declaration, these Articles, the By-Laws of the Association and the rules and regulations for the use of the residential lots and the common areas in the property herein described;

(g) To contract for the management of the residential lots and common areas and to delegate to the Manager 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 members of the Association;

- (h) To employ personnel to perform the services required for proper operation of the Association;
- (i) To acquire by gift, purchase or otherwise, 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;
- (j) To borrow money, and with the consent of two-thirds (2/3) of each class of members, pledge, mortgage or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- (k) To dedicate, sell or transfer all or any part of the common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been duly signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;
- (l) To participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional property and common area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;
- (m) To have and to exercise any and all rights, powers and privileges as are prescribed by the Alabama Non-Profit Corporation Act, General Acts of the Alabama Legislature of the year 1955, page 1254 through 1258, and any amendments thereof, and to perform any acts permitted thereby.

#### ARTICLE IV.

##### MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenant of record to assessment by the Association, including contract sellers, shall be a member of the Association. Persons or entities who hold an interest in any lot which is subject by covenant of record to assessments by the Association merely as security

for the performance of an obligation shall not be and are not members 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.

#### ARTICLE V.

The Association shall have two classes of voting membership:

##### CLASS A

Class A members shall be lot owners with the exception of SOUTH JEFFERSON COMPANY, INC., its successors and assigns, and shall be entitled to one vote for each lot owned.

When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they may among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

##### CLASS B

The Class B member(s) shall be SOUTH JEFFERSON COMPANY, INC., a corporation, its successors and assigns, the declarant, and shall be entitled to fifteen (15) votes for each lot owned. Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occur earlier:

- (a) When 75% of the Lots are sold by Developer to Owners, or
- (b) Eight years from the date of recording of the Declaration.

#### ARTICLE VI.

The affairs and business of this Association shall be conducted by a Board of Directors which shall consist of not less than three (3) nor more than eight (8) members. The names and addresses of the persons who shall act as Directors until their successors are duly elected are:

<u>NAME</u>	<u>ADDRESS</u>
John P. Baker	One Chase Corporate Drive, #100 Birmingham, AL 35244
Robert R. Sexton	1600 City Federal Building Birmingham, AL 35203
Mitzi C. Prewett	One Chase Corporate Drive, #100 Birmingham, AL 35244

At the first annual meeting the members of the Association shall elect Directors such that the terms of office of at least one-third (1/3) of the Directors shall expire one year from the date of election, the term of office of at least one-third (1/3) of the Directors shall expire two years from the date of election and the term of office of the remaining Directors shall expire three (3) years from the date of election. At each annual meeting thereof, Directors shall be elected to replace the Directors whose term of office has expired.

#### ARTICLE VII.

Officers of the Association shall be elected at each annual meeting of the Board of Directors and shall hold office at the pleasure of the Board. Any officer may be removed with or without cause at any meeting by the affirmative vote of the majority of the members of the Board of Directors and any office may be filled by the Board at any meeting thereof.

The names of the officers who are to serve until their successors are duly elected are:

<u>OFFICE</u>	<u>NAME</u>
President	John P. Baker One Chase Corporate Drive, #100 Birmingham, AL 35244
Vice President	Robert R. Sexton 1600 City Federal Building Birmingham, AL 35203
Secretary and Treasurer	Mitzi C. Prewett One Chase Corporate Drive, #100 Birmingham, AL 35244

#### ARTICLE VIII.

The registered office address is One Chase Corporate Drive, Suite 100, Birmingham, Alabama 35244, and the registered agent of the Association is John Baker at such address.

## ARTICLE IX.

### AMENDMENTS

Amendments of these Articles shall require the consent of seventy-five (75%) per cent of the entire membership.

## ARTICLE X.

### DISSOLUTION

The Association may be dissolved with the consent given in writing and signed by not less than one hundred percent (100%) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets, both real and personal, of the Association shall be dedicated to an appropriate agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

## ARTICLE XI.

### NOTICE AND QUORUM

For those actions, which by the provisions of these Articles, require a vote of the members of the Association, there must be a duly held meeting. Notice of said meeting setting forth the purpose of the meeting must be given to all members in writing not less than thirty (30) days nor more than sixty (60) days in advance of the meeting.

The presence of members or of proxies entitled to cast sixty (60%) per cent of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth herein, and the required quorum at such subsequent meetings shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting at which time a quorum was not present. In the event that two-thirds (2/3) of the Class A membership or two-thirds (2/3) of the Class B membership, if any, are not present in

person or by proxy, members not present may give their written assent and approval to the action taken thereat.

IN WITNESS WHEREOF, we have hereunto set our hands and seal and acknowledged the execution of these Articles of Incorporation under the laws of the State of Alabama on this 16<sup>th</sup> day of July, 1986.

John P. Baker (SEAL)  
JOHN BAKER

Robert R. Sexton (SEAL)  
ROBERT R. SEXTON

Mitzi C. Prewett (SEAL)  
MITZI C. PREWETT

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that JOHN BAKER, ROBERT R. SEXTON, and MITZI C. PREWETT, whose names as incorporators of Meadow Brook Townhomes Association, Inc., are signed to the foregoing Articles of Incorporation and who are known to me, acknowledged before me on this day that each of them is over the age of 21 years and that being informed of the contents of the Articles of Incorporation, they, in their capacity as such incorporators, executed the same voluntarily on the day the same bears date.

Given under my hand this 16<sup>th</sup> day of July, 1986.

Baileys C. Tucker  
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:

Robert R. Sexton  
Barnett, Tingle, Noble & Sexton  
1600 City Federal Building  
Birmingham, AL 35203  
(205) 322-0471



EXHIBIT "A"

Part of the NW 1/4 of Section 6, Township 19 South, Range 1 West, and part of S 1/2 of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at the northwest corner of Lot-1, Meadow Brook-Third Sector a map of which is recorded in the Office of the Judge of Probate Shelby County, Alabama, in map book 7, page 66, run in an easterly direction along the north line of said Lot-1 for a distance of 150.53 feet to a point on the northwest right-of-way line of Meadow Brook Road; thence turn an angle to the left and run in a northerly direction along said northwest right-of-way line of Meadow Brook Road for a distance of 640 feet, more or less, to a point of intersection with the South right-of-way line of Meadow Ridge Road; thence turn an angle to the left and run in a westerly direction along the southerly line of said Meadow Ridge Road for a distance of 191 feet, more or less, to an existing iron pin being the most northerly course of Lot-1 Meadow Brook Townhomes; thence turn an angle to the left and run in a southeasterly direction along the east line of said Lot-1 Meadow Brook Townhomes for a distance of 109.00 feet to an existing iron pin; thence turn an angle to the right of 30° 58' and run in a southerly direction along said east line of Lot-1 for a distance of 72.01 feet to an existing iron pin; thence turn an angle to the right of 59° 02' and run in a westerly direction along the south line of said Lot-1 for a distance of 23.00 feet to an existing iron pin; thence turn an angle to the left of 90° and run in a southeasterly direction for a distance of 73.00 feet to a point on the north line of Lot-17 of said Meadow Brook Townhomes; thence turn an angle to the left of 90° and run in an easterly direction for a distance of 8.67 feet to the northeast corner of said Lot-17; thence turn an angle to the right of 95°-54'-30" and run in a southeasterly direction along the east line of said Lot-17 and Lots 29, 30, and 31 of said Meadow Brook Townhomes for a distance of 234.69 feet to an existing iron pin being the most easterly corner of said Lot-31; thence turn an angle to the right of 45°-35'-30" and run in a southwesterly direction for a distance of 109.00 feet to the most southerly corner of said Lot-31; thence turn an angle to the left and run in a southeasterly direction for a distance of 138 feet, more or less, to the point of beginning.

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EXHIBIT-"A"

Part of the NW 1/4 of Section 6, Township 19 South, Range 1 West, and part of S 1/2 of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at the northwest corner of Lot-1, Meadow Brook-Third Sector a map of which is recorded in the Office of the Judge of Probate Shelby County, Alabama; in map book 7, page 66, run in an easterly direction along the north line of said Lot-1 for a distance of 150.53 feet to a point on the northwest right-of-way line of Meadow Brook Road; thence turn an angle to the left and run in a northerly direction along said northwest right-of-way line of Meadow Brook Road for a distance of 640 feet, more or less, to a point of intersection with the South right-of-way line of Meadow Ridge Road; thence turn an angle to the left and run in a westerly direction along the southerly line of said Meadow Ridge Road for a distance of 191 feet, more or less, to an existing iron pin being the most northerly course of Lot-1 Meadow Brook Townhomes; thence turn an angle to the left and run in a southeasterly direction along the east line of said Lot-1 Meadow Brook Townhomes for a distance of 109.00 feet to an existing iron pin; thence turn an angle to the right of 30° 58' and run in a southerly direction along said east line of Lot-1 for a distance of 72.01 feet to an existing iron pin; thence turn an angle to the right of 59° 02' and run in a westerly direction along the south line of said Lot-1 for a distance of 23.00 feet to an existing iron pin; thence turn an angle to the left of 90° and run in a southeasterly direction for a distance of 73.00 feet to a point on the north line of Lot-17 of said Meadow Brook Townhomes; thence turn an angle to the left of 90° and run in an easterly direction for a distance of 8.67 feet to the northeast corner of said Lot-17; thence turn an angle to the right of 95°-54'-30" and run in a southeasterly direction along the east line of said Lot-17 and Lots 29, 30, and 31 of said Meadow Brook Townhomes for a distance of 234.69 feet to an existing iron pin being the most easterly corner of said Lot-31; thence turn an angle to the right of 45°-35'-30" and run in a southwesterly direction for a distance of 109.00 feet to the most southerly corner of said Lot-31; thence turn an angle to the left and run in a southeasterly direction for a distance of 138 feet, more or less, to the point of beginning.

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

1906 JUL 17 AM 10:35

*Thomas A. Johnson, Jr.*  
JUDGE OF PROBATE

RECORDING FEES	
Recording Fee	\$ 7.50
Index Fee	1.00
TOTAL	\$ 8.50

# State of Alabama

SHELBY

## County

CERTIFICATE OF INCORPORATION

OF

MEADOW BROOK TOWNHOMES ASSOCIATION, INC.

The undersigned, as Judge of Probate of SHELBY County, State of Alabama, hereby certifies that duplicate originals of Articles of INCORPORATION of MEADOW BROOK TOWNHOMES ASSOCIATION, INC., duly signed and verified pursuant to the provisions of Section 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 MEADOW BROOK TOWNHOMES ASSOCIATION, INC., and attaches hereto a duplicate original of the Articles of INCORPORATION.

GIVEN Under My Hand and Official Seal on this the 17th day of

JULY, 1986

*Thomas A. Brundage, Jr.*

Judge of Probate

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

1986 JUL 17 AM 10:34

*Thomas A. Brundage, Jr.*  
JUDGE OF PROBATE

### RECORDING FEES

Recording Fee \$ 25.00

Index Fee 1.00

TOTAL \$ 26.00

