

ARTICLES OF INCORPORATION

OF

PROVIDENCE OF MONTGOMERY HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

NAME

The name of the corporation is and shall be PROVIDENCE OF MONTGOMERY HOMEOWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association."

ARTICLE II

REGISTERED OFFICE

The initial registered office of the Association is 8221 Old Federal Road, Montgomery, Alabama 36117.

ARTICLE III

REGISTERED AGENT

The initial registered agent shall be David Robinson, whose address is 8221 Old Federal Road, Montgomery, Alabama 36117.

ARTICLE IV

PURPOSES AND POWERS OF THE ASSOCIATION

This Association is organized as a non-profit corporation and 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, architectural control, and other benefits to the property, lots, and common areas within the residential areas of the planned unit development known as Providence of Montgomery Subdivision, as same became subject to the Declaration of Covenants, Conditions and Restrictions for Providence of Montgomery Subdivision, as reflected on the plat(s) and any corrections or amendments thereto, recorded in the Office of the Judge of Probate of Montgomery County, Alabama, and to promote the general welfare, pleasure and general benefits of the lot owners and residents within the above-described property and any additions thereto, as may hereafter be brought within the jurisdiction of this Association, and for these purposes to:

- (a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in those certain documents, including Plat(s), corrections to Plat(s), and Declaration of Covenants, Conditions and Restrictions of Providence of

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Montgomery Subdivision, hereinafter jointly referred to as the "Declaration," applicable to the property and recorded in the Office of the Judge of Probate of Montgomery County, Alabama, and as the same may be changed, corrected, modified or amended from time to time as therein provided, said Declaration being incorporated by reference herein as if fully set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, of all charges or assessments pursuant to the terms of the Declaration, or pursuant to the terms of the by-laws of the Association; pay all expenses in connection therewith and all office and operational expenses and other expenses incidental to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) have and exercise any and all powers, rights and privileges which a non-profit corporation organized under the Non-Profit Corporation Act of Alabama and any amendments thereto, by law, may now have or hereafter may have the legal right to exercise.

ARTICLE V
MEMBERSHIP

A. This Association will be a membership association. The individual fee owners (excluding builders and developers) within the residential areas of Providence of Montgomery Subdivision, will be the members of the Association. Each residential lot within said subdivision is subject to the Declaration for each respective plat and any amendment thereto of Providence of Montgomery Subdivision. Said Declaration, by its terms, declares that the fee owners of said lots will be members of the Association, will be subject to the jurisdiction of the Association, will be subject to pay assessments by the Association and are otherwise subject to the jurisdiction of this corporation. The membership privileges and obligations are not intended to include mortgagees or other holders of security interests in said lots. The members of the Association shall enjoy only such rights as are fixed in the said Declarations, including entitlement to voting rights and manner of exercising same.

B. Change of membership in the Association shall be established by recording in the Office of the Judge of Probate of Montgomery County, Alabama, a deed or other instrument establishing record title to a lot within said subdivision, subject to the aforementioned Declarations and written notice to the Association of such change in title ownership. The owner designated by such instrument thereby becomes a member of the Association, and the membership of the prior owner is terminated. There shall be only one ownership vote for each respective lot, regardless of the number of individual owners reflected

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in said title document. Builders and developers shall not be considered fee owners insofar as Association membership is concerned.

C. The share of a member in the funds and assets of the Association cannot be sold, transferred, assigned, or hypothecated in any manner, except as an appurtenance of the lot to which the member holds title.

ARTICLE VI
INITIAL BOARD OF DIRECTORS

A. The corporation powers, business and affairs of this Association shall be managed under the direction of the Board of Directors. The number of directors shall be fixed by or in the manner provided in the by-laws. All officers and directors shall hold office until their successors are elected and qualified, in accordance with the by-laws, provided, however, that any officer or director elected or appointed by the Board of Directors or by the members may be removed from office at any time, in such manner as shall be provided for in the by-laws of the corporation. In the event of death, resignation or removal of a director, the remaining directors, even if less than a quorum, shall have the authority to elect a successor director.

B. The initial director(s), who is/are to act in the capacity of director(s) until the election of his/her/their successor(s), according to the by-laws, is/are:

<u>NAME</u>	<u>ADDRESS</u>
Brian Robinson	8221 Old Federal Road Montgomery, Alabama 36117
David Robinson	8221 Old Federal Road Montgomery, Alabama 36117

C. The Board of Directors shall have all rights, powers and authorities conferred by statute and shall have such powers, rights and authorities as are otherwise granted to them in the by-laws of the Association.

D. In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly empowered and authorized:

(a) to sell, lease, exchange, mortgage, pledge or otherwise dispose of any part of the property and assets and cause to be executed conveyances, mortgages, and liens upon any and all of the real and

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personal property and other assets provided that if any such transaction involves all, or substantially all, of the property and assets the same shall be authorized by a vote of a majority of the directors then in office and no member, as such, shall have any right to vote thereon.

(b) to make, alter or repeal the by-laws of the Association, provided, however, that the by-laws may provide that the voting members may also amend, change or repeal the by-laws or enact other by-laws inconsistent with the Articles of Incorporation at any annual or special meeting, in accordance with such provisions as shall be contained in the by-laws.

E. The directors, officers, employees and members of the Association shall not, as such, be liable for the obligations of the Association.

No director of the Association shall be personally liable to the Association or its members for monetary damages for breach of duty as a director of the Association, except for acts or omissions not in good faith or which involve intentional misconduct or knowing violation of the law, or for any transaction from which the director derived an improper personal benefit, or such other act, omission or misconduct for which the law of Alabama prohibits exculpation of such liability.

The Association shall indemnify any director or officer or former director or officer of the Association, or any person who may have served at its request as a director or officer of another corporation, whether for profit or not, in which it owns shares of capital stock or which it is a creditor, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense of any action, suit or proceeding, civil or criminal, in which such person is made a party by reason of being or having been such director, or officer, except in relation to matters as to which such person shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of his or her duty. If the Alabama Non-Profit Corporation Act is hereafter amended to provide for more liberal indemnification of such expenses, such indemnification to the fullest extent then permitted by the Alabama Non-Profit Corporation Act, as amended, shall be provided such person. The Association shall further indemnify any person who was or is a director or officer or former director or officer of the Association or any person who may have served at its request as an officer, director, partner, employee or agent of another corporation, whether for profit or not, against judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with any action, suit or proceeding, civil or criminal, in which he or she is made a party by reason of being or having been such director or officer, if such person

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acted in good faith and in a manner that such person reasonably believed to be in and not opposed to the best interests of the Association, and with respect to any criminal action or proceeding had no reasonable cause to believe that his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of *nolo contendere* or its equivalent shall not of itself create a presumption that the person did not act in good faith and in a manner that he or she reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful. To the extent that such person has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to herein or any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith, notwithstanding that such person has not been successful on any other claim, issue or matter in any such action, suit or proceeding. Any indemnification hereunder shall be made by the Association only as authorized in the specific case upon a determination that indemnification of such person is proper in the circumstances because such person has met the applicable standard of conduct set forth herein. Such determination shall be made by (a) the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such a quorum is not obtainable, or even if obtainable a quorum of the disinterested directors so directs, by independent legal counsel in a written opinion, or (c) the members if at that time the Association has members. Expenses (including attorneys' fee) incurred in defending any such action or proceeding may be paid by the Association in advance of the final disposition of such action or proceeding upon receipt of any undertaking by or on behalf of such person to repay such amount, if any, that shall ultimately be determined that such person is not entitled to be indemnified for by the Association as authorized herein. When not advanced, such expenses incurred shall be paid upon such terms and conditions, if any, as the Board of Directors deems appropriate. The indemnification and advancement of expenses herein provided shall not be deemed exclusive of and shall be in addition to any other rights to which those seeking indemnification or advancement of expenses may be entitled under any statute, rule of law, provision of by-laws, agreement, vote of members or disinterested directors or otherwise. The indemnification and advancement of expenses herein provided shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such person.

The Association shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer,

employee or agent of the Association or is or was serving at the request of the Association as a director, officer, partner, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in such capacity or arising out of such person's status as such, whether or not the Association would have the power to indemnify such person against such liability.

Declarant Directors. The Declarant Directors shall be the initial directors of the Association referred to above and their replacements as may be appointed by the incorporator hereunder, in accordance with the by-laws. The incorporator(s) hereunder (Brian Robinson and David Robinson), also referred to as the "Declarant(s)," may turn over their right to appoint the directors of the Association at any time they deem appropriate, which shall in no event, be later than sixty (60) days after the last residential lot within the subdivision is developed by the substantial completion of construction thereon.

**ARTICLE VII
BY-LAWS**

The by-laws of the Association shall be adopted by the Board of Directors and may be altered, modified, amended, or rescinded in the manner provided by said by-laws.

**ARTICLE VIII
DURATION**

This Association shall exist and operate perpetually or until otherwise terminated according to law.

**ARTICLE IX
AMENDMENTS**

Amendments to these Articles of Incorporation may be proposed and adopted as provided in Article 4 of the Alabama Non-Profit Corporation Act, provided that no amendment may be in conflict with the above-referenced Declaration, or Declaration as amended, and provided further that no amendment shall be effective to impair or dilute any rights of members that are governed by such Declaration.

**ARTICLE X
DISSOLUTION**

The Association may be dissolved only after the adoption of a resolution of the Board of Directors recommending such dissolution and with consent in writing and signed by members representing not less than two-thirds of the votes entitled to be cast by the membership.

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Upon dissolution of the Association, other than as incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate governmental agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is not accepted, such assets shall be granted, conveyed, and assigned to any non-profit corporation, association, trust or other organization devoted to such similar purposes.

**ARTICLE XI
INCORPORATORS**

Brian Robinson, whose address is 8221 Old Federal Road, Montgomery, Alabama 36117, is an incorporator.

David Robinson, whose address is 8221 Old Federal Road, Montgomery, Alabama 36117, is an incorporator.

Done this 26th day of June, 2008.



Brian Robinson



David Robinson

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STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

Before me, the undersigned authority, personally appeared Brian Robinson and David Robinson, who, after first being duly sworn, depose and say that the facts averred in the above Articles of Incorporation of Providence of Montgomery Homeowners' Association, Inc., are true and correct to the best of their knowledge, information and belief.

B. Robinson
Brian Robinson

David Robinson
David Robinson

Sworn to and subscribed to before me on this the 26 day of June, 2008.

[Signature]
NOTARY PUBLIC
My Commission Expires: 7-15-09

This instrument prepared by:

Matthew T. Ellis, Esq.
PARNELL & CRUM, P.A.
641 South Lawrence Street
Montgomery, AL 36102-2189



STATE OF ALA
MONTGOMERY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON
CORP 00281 PG 0457-0464 2008 Aug 11
11:33AM
REESE MCKINNEY JR.
JUDGE OF PROBATE

INDEX \$6.00
REC FEE \$26.00
CERT \$0.00
CHECK TOTAL \$32.00
82981 Clerk: NANCY 11:38AM