

# ARTICLES OF INCORPORATION OF WOODLAND VILLAGE CONDOMINIUM ASSOCIATION, INC.

TO THE JUDGE OF PROBATE OF JEFFERSON COUNTY, ALABAMA:

The undersigned, Alvin R. Green, W. Jennings Brown, II and Stewart R. Dudley and each of whom is over the age of twenty-one (21) years, desiring to organize a not-for-profit corporation under the provisions of the Alabama Non-Profit Corporation Act, Code of Alabama 1975, Section 10-3-1 et seq. hereby sign, verify and file these Articles of Incorporation and certify as follows:

## ARTICLE I

Name

The name of the corporation shall be:

WOODLAND VILLAGE CONDOMINIUM ASSOCIATION, INC.

The corporation is herein referred to as "the Association."

# ARTICLE II

## Purpose and Powers

### **Section 1**

#### Purpose

The purpose for which the Association is formed is to provide an entity for the management and operation of WOODLAND VILLAGE CONDOMINIUM (a "Condominium"), to be established as said Condominium by Declaration of Condominium to be filed in the Office of the Judge of Probate of Jefferson County, Alabama (hereinafter referred to us "the Declaration") being located on the following described land situated in Jefferson County, Alabama, which land is to be submitted to the Condominium form of ownership by said Declaration:

Parcel I:

Begin at the Southeast Corner of the Southwest Quarter of the Northwest Quarter of the Northeast Quarter of Section 19, Township 18 South, Range 2 West; thence run in a Northerly direction along the East line of said Quarter-Quarter-Quarter a distance of 512.61 feet to its intersection with the Westerly right-of-way line of the Old Montgomery Highway; thence run in a Northwesterly direction along the arc of a curve (angle from last described course to chord of said curve being 15 degrees 33 minutes 22 seconds) having a Central Angle of 26 degrees 58 minutes 45 seconds and a radius of 257.00 feet; thence continue along the arc of said curve a distance of 121.01 feet to the end of said curve; thence continue In a Northerly direction along the tangent extended to last described curve continuing along the Westerly right-of-way line of the Old Montgomery Highway a distance of 34.91 feet; thence turn an angle to the left of 85 degrees 31 minutes 50 seconds and run in a Westerly direction a distance of 621.04 feet to its intersection with the West line of the said Quarter-Quarter-Quarter; thence turn angle to the left of 92 degrees 42 minutes and run in a Southerly direction along the West line of said Quarter-Quarter—Quarter a distance of 661.46 feet; thence turn an angle to the left of 87 degrees 16 minutes 30 seconds and run in an Easterly direction along the South line of said Quarter-Quarter-Quarter a distance of 651.53 feet to the point of beginning, said real property together with the

improvements thereon being known as "Woodland Village Apartments."

Parcel II:

The North 20 feet of the NW 1/4 of the SW 1/4 of the NE 1/4 of Section 19, Township 18 South, Range 2 West, being a strip of land 20 by 651.53 feet more particularly described as follows: Beginning at the NW Corner of the SW 1/4 of the NE 1/4 of said Section 19; run east along the north line of said SW 1/4 of NE 1/4 a distance of 651.53 feet to the NE corner of the NW 1/4 of the SW 1/4 of the NE 1/4 of said Section 19; thence run South along the east line of said NW 1/4 of the SW 1/4 of the NE 1/4 a distance of 20 feet; thence run West and parallel to said north line of said SW 1/4 of NE 1/4 a distance of 651.53 feet to the west line of said SW 1/4 of NE 1/4; thence run north along said west line of said SW 1/4 of NE 1/4 20 feet to the point of beginning.

Subject to the rights of way, easements, liens and restrictions of record.

## **Section 2**

### Powers

As a means of accomplishing the foregoing purposes, the Association shall have the following powers:

- (a) The Association shall have all of the powers now conferred or which may be hereafter conferred on a not-for-profit corporation under the laws of the State of Alabama which are not in conflict with the terms of these Articles.
- (b) The Association shall have all of the powers and duties set forth in the Alabama Condominium Ownership Act except as limited by these Articles and the Declaration, and all of the powers necessary to administer and manage the Condominium in accordance with the provisions of the Alabama Condominium Ownership Act, the Declaration as it may be amended from time to time, and the By-Laws, including but not limited to the following:
  - (i) To designate those expenses which shall constitute the common expenses of the Condominium, other than those expenses declared as common expenses under the Alabama Condominium Ownership Act, the Declaration and the By-Laws of the Association.

- (ii) To estimate the amount of the annual budget and to make and collect assessments against owners of units in the Condominium, to defray the costs, expenses, and losses of the Condominium.
- (iii) To use the proceeds of assessments in the exercise of its powers and duties.
- (iv) To maintain, repair, replace, and operate the Condominium property.
- (v) To purchase insurance upon the Condominium property and insurance for the protection of the Association and its members.
- (vi) To reconstruct improvements after casualty and to further improve the property.
- (vii) To make and amend reasonable Rules and Regulations respecting the use of the property in the Condominium.
- (viii) To enforce by legal means the provisions of the Alabama Condominium Ownership Act, the Declaration, these Articles, the By-Laws of the Association, and the Rules and Regulations for the user of the Condominium property.
- (ix) To contract for the management of the Condominium and to delegate to such managing agent 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 membership of the Association.
- (x) To contract for the management or operation of portions of the common elements of the Condominium susceptible to separate management or operation, and to lease such portions.
- (xi) To retain legal counsel.
- (xii) To employ personnel to perform the services required for proper operation of the Condominium.
- (xiii) To purchase units in the Condominium.
- (xiv) To have access to each apartment in the Condominium at reasonable times as may be necessary for the maintenance, repair or replacement of any of the common areas of the Condominium, or for making emergency repairs necessary to prevent damage to the common areas and facilities or apartments in the Condominium.

- (xv) To make such distributions of any profit, surplus or reserve funds of the Association to the members of the Association at such times and in such manner, and to do such other acts, as may be required to comply with the provisions of Section 501(c)(4) of the Federal Internal Revenue Code, and applicable Revenue Rulings, and other Federal and State statutes providing for an exemption from Federal and State income taxes for non-profit organizations.
  
- (c) All funds and the titles of all properties acquired by the Association and the proceeds thereof shall be held in trust for the members of the Association in accordance with the provisions of the Declaration, these Articles and the By-Laws.
  
- (d) The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration and the By-Laws.

## ARTICLE III

### Members

#### **Section 1**

#### Qualification

The members of the Association shall consist of all of the record owners of Units in the Condominium.

#### **Section 2**

#### Change of Membership

Change of membership in the Association shall be established by the recording in the public records of Jefferson County, Alabama, of a deed or other instrument establishing a record title to a unit in the Condominium, and the delivery to the Association of a certified copy of such instrument, the owner designated by such instrument thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated.

#### **Section 3**

#### Voting Rights

The vote for a Unit shall be cast by the owner thereof or by his proxy designated in the manner provided for in the By-Laws. If there is more than one owner, then the owners shall select a representative to cast their vote in the manner provided for in the By-Laws. Voting shall be on a unit owned basis and each unit owner is entitled, to one vote for each unit owned by him except as provided in Article IV, Section 1 herein.

#### **Section 4**

##### **Approval or Disapproval by Unit Owners**

Whenever the approval or disapproval of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, such approval or disapproval shall be expressed by the same person who would cast the vote of such owner at on Association meeting.

#### **Section 5**

##### **Restraint Upon Assignment of Shares in Assets**

The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to such member's Unit.

## ARTICLE IV

### Directors

#### **Section 1**

##### **Number**

The affairs of the Association shall be conducted by a board of not less than three (3) nor more than thirty (30) directors, who shall be elected at the annual meeting of members of the Association, or at any special meeting to fill a vacancy in the board of directors. At all elections of the directors of the Association each member entitled to vote (in the manner provided for in the By-Laws) shall be entitled to as many votes as shall equal the number of votes which (except for this provision) he would then be entitled to cast for the election of directors with respect to his shares multiplied by the number of directors upon whose election he is then entitled to vote, and he may cast all of such votes for a single candidate or may distribute them among some or all of the candidates, as he may see fit.

#### **Section 2**

##### **Committees**

The board of directors, by resolution adopted by a majority of the directors in office, may designate one or more committees each of which shall consist of two (2) or more directors, which committees, to the extent provided in such resolution, shall have and exercise the authority of the board of directors in the management of the Association. Other committees not having and exercising the authority of the board of directors in the management of the Association may be designated by a resolution adopted by a majority or the directors present at a meeting at which a quorum is present.

# ARTICLE V

## Period of Duration

The period of duration of the Association shall be perpetual, provided, however, that the Association shall be terminated by the termination of the Condominium in accordance with the provisions of the Declaration.

# ARTICLE VI

## Officers

The officers of the corporation shall consist of a president, one or more vice-presidents, a secretary, a treasurer and such other officer and assistant officers as may be deemed necessary, each of whom shall be elected or appointed at such time and in such manner and for such terms not exceeding three (3) years as may be prescribed in the By-Laws.

# ARTICLE VII

## Indemnification

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, or any settlement thereof, 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 of the Association, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the 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 rights of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled under the Declaration or By-Laws, or otherwise.

# ARTICLE VIII

## Registered Agent

The address of the corporation's initial registered office and the name of its initial registered agent at such office shall be:

<u>Name</u>	<u>Address</u>
Stewart R. Dudley	Suite 312, 2101 Magnolia Avenue, South Birmingham, Alabama 33205

# ARTICLE IX

## Initial Directors

The number of directors constituting the initial board of directors shall be three (3). The names and addresses of the persons who shall serve as the directors of the Association for the first year and until their successors are elected and duly qualified are as follows:

<u>Name</u>	<u>Address</u>
Stewart R. Dudley	Suite 312, 2101 Magnolia Avenue, South Birmingham, Alabama 35205
W. Jennings Brown, II	Suite 312, 2101 Magnolia Avenue, South Birmingham, Alabama 35205
Alvin R. Green	Suite 312, 2101 Magnolia Avenue, South Birmingham, Alabama 35205

# ARTICLE X

## Incorporators

The names and addresses of the Incorporators of the Association are as follows:

<u>Name</u>	<u>Address</u>
Alvin R. Green	Suite 312, 2101 Magnolia Avenue, South Birmingham, Alabama 35205
W. Jennings Brown, II	Suite 312, 2101 Magnolia Avenue, South Birmingham, Alabama 35205
Stewart R. Dudley	Suite 312, 2101 Magnolia Avenue, South Birmingham, Alabama 35205



# ARTICLE XI

## By-Laws

The By-Laws of the Association shall be in the form attached to the Declaration as Exhibit "A".

**INCORPORATORS:**

Alvin R. Green  
W. Jennings Brown, II  
Stewart R. Dudley

STATE OF ALABAMA)

JEFFERSON COUNTY)

Before me, the undersigned Notary Public in and for said County and said State, personally appeared Alvin R. Green, whose name is signed to the foregoing Articles of Incorporation of Woodland Village Condominium Association, Inc., and being duly sworn, deposed and said the matters and things stated in said Articles of Incorporation are true and correct to the best of his knowledge, information and belief. Given under my hand and official seal of office this 2nd day of August, 1979.

STATE OF ALABAMA)

JEFFERSON COUNTY)

Before me, the undersigned Notary Public in and for said County and said State, personally appeared W. Jennings Brown, II whose name is signed to the foregoing Articles of Incorporation of Woodland Village Condominium Association, Inc., and being duly sworn, deposed and said the matters and things stated in said Articles of Incorporation are true and correct to the best of his knowledge, information and belief. Given under my hand and official seal of office this 2nd day of August 1979.

STATE OF ALABAMA)

JEFFERSON COUNTY)

Before me, the undersigned Notary Public in and for said County and said State, personally appeared Stewart R. Dudley, whose name is signed to the foregoing Articles of Incorporation of Woodland Village Condominium Association, Inc., and being duly sworn, deposed and said the matters and things stated in said Articles of Incorporation are true and correct to the best of his knowledge, information and belief.

Given under my hand and official seal of office this 2nd day of August 1979