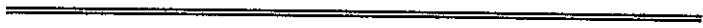


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**ARTICLES
OF
INCORPORATION
OF
LONGMEADOW HOMEOWNERS ASSOCIATION, INC.**



COPY

**ARTICLES OF INCORPORATION
OF
LONGMEADOW HOMEOWNERS ASSOCIATION, INC.**

(a corporation not for profit)

TO THE JUDGE OF PROBATE OF JEFFERSON COUNTY, ALABAMA:

This is to certify that, for the purpose of forming a corporation pursuant to the provisions of the "Alabama Nonprofit Corporation Act" [1975 Code of Alabama Section 10-3A-1, et seq.], the undersigned do hereby make and file the following Articles of Incorporation.

I. Name

The name of the corporation shall be:

LONGMEADOW HOMEOWNERS ASSOCIATION, INC.

The corporation is sometimes referred to herein as the "Corporation" or the "Association."

II. Definitions

- 2.1 Association or HOA:** The Longmeadow Homeowners Association, Inc., its successors and assigns.
- 2.2 Association Land or HOA Land:** That part of Longmeadow Property which may at any time hereafter be owned by the Association 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 Declaration:** The Declaration of Protective Covenants of Longmeadow (Residential) applicable to Member's Property which shall be recorded in the Probate Records of Jefferson County, Alabama, as the same may from time to time be supplemented or amended in the manner described therein.
- 2.6 Deed:** Any deed, assignment, lease, or other instrument conveying fee title or a leasehold interest in any part of Longmeadow Property subjected to the Declaration.
- 2.7 Developer:** Longmeadow, LLC, an Alabama limited liability company, its successors and assigns.
- 2.8 Member:** A person or other entity who is a record owner of Member's Property.
- 2.9 Member's Property:** That portion of Longmeadow Property which shall have been submitted to the Declaration for the purpose of creating a lien for assessments in favor of the Association. See also, Section 2.12.

- 2.10 Open Spaces or Common Areas:** Longmeadow Property which is conveyed to the Association by the owners or Developer of Longmeadow or a part thereof.
- 2.11 Parcel:** A Residential Parcel.
- 2.12 Property or Subject Property or Member's Property:** That part of Longmeadow Property subjected to the Declaration.
- 2.13 Resident:** Any person or persons occupying or leasing Member's Property.
- 2.14 Residential Parcel.** Any unit, lot, part or parcel of Longmeadow Property designed, designated or used for a residential purpose or use, including residential condominiums and townhouses located on a parcel or parcels which are subjected to this Declaration.
- 2.15 Longmeadow or Longmeadow Property:** The property described as Longmeadow in the Declaration and other property which may be acquired by Developer and developed as a part of Longmeadow. That part of Longmeadow subjected to the Declaration is referred to as "Property", "Subject Property", or "Member's Property".

III. Principal Office and Agent

The initial registered office of the Association shall be c/o Martin, Rawson & Woosley, #2 Metroplex Drive, Suite 102, Birmingham, AL 35209. The registered agent of the Corporation shall be Guy V. Martin, Jr.

IV. Objects, Purposes and Powers

- 4.1 Not for Profit.** 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 Objects and Purposes.** 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 owners of real property within that part of Longmeadow which shall be made subject to the jurisdiction of the Association by the Declaration or any supplemental declaration thereto, or other declaration, deed or instrument.
- 4.2.2** To own, acquire, build, operate, and maintain all Common Areas as defined in the Declaration, including, *inter alia*, recreation parks, pools, clubhouses, playgrounds, lakes, common drives and footways, including buildings, structures, and personal properties incident thereto, which property is hereinafter referred to as the "Open Spaces" or "Common Areas;" maintain unkept lands and trees; maintain hiking trails, walking trails, roadways and lakes within Longmeadow, the water and drainage systems, and other areas and structures beneficial or useful to Member's Property; supplement municipal and other governmental services; fix assessments to be levied against the Member's Property and the owners of such Member's Property; enforce any and all covenants, restrictions and agreements applicable to the Open Spaces or to Member's Property; perform the duties of the Architectural Committee for Longmeadow (as such term is defined in the Declaration) at such time as such duties are delegated to the Association as set forth in the Declaration; and pay taxes,

if any, on the Open Spaces; 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 Members.

4.2.4 To own, operate and manage the Common Areas or Open Spaces located in Longmeadow; to perform and carry out the acts and duties incident to the administration, operation and management of said Open Spaces in accordance with the terms, provisions, and conditions contained in these Articles of Incorporation and to own, operate, lease, sell, 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: parks, recreational facilities or services; drainage systems; streets, roads, highways, walkways, curbing, gutters, sidewalks, trees, flowers and landscaping, fountains, benches, shelters, directional and informational signs, walkways and bridges, and street, road and highway lighting facilities; facilities for the collection, treatment and disposal of garbage and refuse; facilities or arrangement for facilities for collection and treatment of sewage; facilities for the fighting and preventing of fires; storage and maintenance yards, garages and other buildings and facilities deemed necessary or desirable by the Board in connection with the administration, management, control and operation of the Association; traffic engineering programs and parking facilities; lakes, dams, 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 Property, Members and Residents of Longmeadow.

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

4.3 Powers. In furtherance of the aforesaid objects, purposes and powers, the Association shall have and exercise all of 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 are not limited to, the power:

4.3.1 To make, levy and collect assessments on an annual, monthly or quarterly basis, 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 the Open Spaces.

4.3.5 To maintain, repair, replace and operate those portions of the property that the Association has the duty or right to maintain, repair, replace and operate under these Articles and the By-Laws of the Association.

4.3.6 To contract for the management of the 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, the Declaration and by the By-Laws of the Association.

4.3.8 To purchase insurance upon the Open Spaces for the protection of the Association and its Members.

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

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

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 enforce by legal action the provisions of these Articles, the By-Laws and the Declaration.

V. Members

5.1 Members. The Members of this Association shall consist of all record owners of Member's Property, but shall not include mortgagees or other holders of security interests only. No person other than the Developer of Longmeadow or designees of such Developer, who does not own real property in Longmeadow, may be a Member of the Association. The first Board of Directors named in these Articles or Incorporation and other Directors selected by Class B members, shall also be Members of the Association until the then Class B members so designate in a writing delivered to the Association, provided that notwithstanding the foregoing, the Class B membership shall not terminate so long as the Developer shall own any undeveloped Parcel or any unsold lot in the Property. Fees, dues, assessments and charges required of Members shall be set in the manner prescribed by the By-Laws of the Association and in the Declaration.

5.2 No Assignment of Membership. Membership in this Association cannot be assigned, hypothecated or transferred in any manner except as may be provided in the Bylaws.

5.3 Classes of Membership. The Association shall have two classes of voting membership: Class A and Class B.

Class A members shall be all persons owning one or more Residential Parcels constituting Member's Property, excepting those persons (or other entities) who are Class B members.

Class B members shall be Developer, and any successor in ownership to all or part of the Developer's interest in Longmeadow. The Class B membership shall terminate and the then Class B members shall become Class A members at such time as (a) all the then Class B members so designate in a writing delivered to the Association or (b) on December 31, 2025, whichever shall first occur; provided, that notwithstanding the foregoing or any provision to the contrary herein or in any other document, the Class B membership shall not terminate so long as the Developer shall own any undeveloped Parcel or any unsold lot in the Property.

When entitled to vote, each Member shall have one vote for each Parcel owned by such Member.

Until December 31, 2025, or such earlier time as the Class B membership shall terminate as provided herein, the Class B members shall be vested with the sole voting rights in the Association, except on such matters as to which the Declaration, these Articles of Incorporation, or the By-Laws specifically require a vote of each and every class of membership, or except as required by law.

VI. Term

This Corporation shall exist perpetually.

VII. Subscribers

The name and residence of the incorporator of the Corporation is Guy V. Martin, Jr., 1257 Buckhead Circle, Birmingham, Alabama 35216.

VIII. Board of Directors

The business and affairs of the Association shall be managed by a board of Directors consisting of not less than one (1) nor more than fifteen (15) Directors. The first Board of Directors shall consist of one (1) member. Change in the maximum number of Directors shall be permitted by amendment to the By-Laws of the Association or by amendment to the Articles of Incorporation. The Board of Directors shall be elected by the Members of the Association entitled to vote. The names and addresses of the first Board of Directors who shall hold office until the Class B membership terminates, or until all the then Class B members so designate in a writing delivered to the Association whichever shall first occur, and thereafter until their successors are elected and have qualified, are as follows:

Guy V. Martin, Jr.
1257 Buckhead Circle
Birmingham, Alabama 35216

Provided however, that when the Class B membership terminates, or when sooner designated in writing by the Class B members, the number of Directors shall be increased to seven (7), elected by Class A Members, and thereupon, Directors shall be elected for terms of two (2) years.

The Directors of the Association shall be elected at the time and in the manner provided for in the By-Laws.

Among other things, the Board of Directors shall have authority to make and alter By-Laws and the further authority to exercise all such other powers and to do all such other lawful acts and things which this Association, or its Members might do, unless prohibited from doing so by applicable laws, or the Articles of Incorporation, or by the By-Laws of this Association.

IX. Officers

The officers of the Association shall consist of a President, one or more Vice Presidents, a Secretary and a Treasurer. The officers of the Association shall be elected by the Board of Directors of the Association in accordance with the provisions of the Bylaws of the Association. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.

X. Indemnification

Every director, officer, agent, employee, and contractor of the Association shall be indemnified by the Association against all expenses and liabilities, 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, officer, agent, employee, and contractor of the Association, or any settlement thereof, whether or not he is in such capacity 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 right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled under Alabama law.

XI. Disposition of Assets Upon Dissolution

No Member, Director or officer of the Association or other private individual shall be entitled to share in the distribution of any of the Association assets upon dissolution of the Association. Unless agreed to the contrary by seventy-five percent (75%) of each and every class of membership, upon dissolution of the Association, the assets of the Association shall be granted, conveyed and assigned to an appropriate public body, agency or agencies, utility or utilities or any one or more of them or to any one or more non-profit corporation, associations, trusts or other organizations to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. No disposition of the Association's assets shall be effective to divest or diminish any right or title of any Member vested in him under recorded covenants and restrictions applicable to such assets unless made in accordance with the provisions of such covenants and restrictions.

XII. Amendment of Articles

These Articles may be amended by an affirmative vote of fifty-eight percent (58%) of the Members of the Association entitled to vote.

XIII. Bylaws

The Association shall adopt Bylaws governing the conduct of the affairs of the Association. The By-Laws shall be altered, amended, or rescinded as provided in the Bylaws.

IN WITNESS WHEREOF, the subscribing incorporators have hereunto set their hands and seals and caused these Articles of Incorporation to be executed this 8th day of December, 2005.



(SEAL)

