

# SNOWDEN PLACE

A private, Gated Residential Community

## ARTICLES OF INCORPORATION

### OF

## SNOWDEN PLACE PROPERTY OWNERS ASSOCIATION, INC.

In compliance with the requirements of the Alabama nonprofit Corporation Act, Section 103A1, et seq. Code of Alabama, 1975, the undersigned, all of whom are residents of the State of Alabama and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation notforprofit and do hereby certify:

### ARTICLE I NAME

The name of the corporation is SNOWDEN PLACE OWNERS ASSOCIATION, INC. (hereinafter called the "Association").

### ARTICLE II DURATION

The period of duration of the Association shall be perpetual, unless dissolved as provided in Article X herein below.

### ARTICLE III REGISTERED OFFICE

The registered office of the Association is located at 6420 Wall Street, Mobile, Alabama 36695.

ARTICLE IV  
REGISTERED AGENT

James L. Busby, whose address is 6420 Wall Street, Mobile, Alabama, 36695, is hereby appointed the initial registered agent of this Association.

ARTICLE V  
PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and specific purposes for which it is formed are to provide for maintenance and preservation of common areas, a total legal description of which is marked as Exhibit "A" and attached hereto and made a part hereof as if fully set out herein, and any future units which may become a part of the Property Owner's Association in accordance with the provisions contained in the Restrictive Covenants to which the subdivision is subject, and to promote the health, safety, and welfare of the occupants within the said described subdivision and any additions and any additions thereto as may hereafter be brought within the jurisdiction of this Association, and for this purpose 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 that certain Declaration of Covenants, Conditions and Restrictions (hereinafter called the "Declaration"), applicable to the Lots and recorded or to be recorded in the Office of the Judge of Probate, Mobile County, Alabama, as the same may be amended from time to time as therein provided, said Declaration being incorporated herein in its entirety as if set forth herein at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident 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, said assessment shall include, but not be limited to, and the Association shall acquire and pay for out of the funds derived from said annual assessments of, the following;

(1) maintenance and repair of private streets, storm drains and common areas as set forth in said Declaration;

(2) public liability insurance in such amounts and with coverage as may be required from time to time by the Board of Directors of the Association;

(3) workmen's compensation insurance, if any, to the extent necessary to comply with any applicable laws;

(4) any other insurance deemed necessary by the Board of Directors of the Association;

(5) standard fidelity bond covering those certain members of the Board of Directors and those certain employees of the Association who are authorized to sign checks on behalf of the Association in the minimum sum of \$10,000.00, or in such greater amounts as the Board of Directors may determine from time to time;

(6) landscape planting (including irrigation) and maintenance service for the common area; and

(7) any other materials, supplies, labor, services, maintenance, repairs, insurance, taxes or assessments which the Association is required to secure or pay for pursuant to the terms of these restrictions or by law or which in the opinion of the Association's Board of Directors shall be necessary or proper for the benefit of the Lot owners, or for the enforcement of these restrictions.

(c) 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;

(d) borrow money, and with the assent of threefourths (3/4) of the members, mortgage, pledge, deed in trust, or hypothecate any or all of the Associations' real or personal property as security for money borrowed or debts incurred;

(e) participate in mergers and consolidations with other domestic nonprofit corporations organized for the same purposes or annex additional property, provided, that any such merger, consolidation or annexation shall have the assent of threefourths (3/4) of the members except as provided in Article V below;

(f) enter into a management agreement (but not in excess of one year) for management of the affairs of the Association, and in such event, each Owner of a Lot hereby agrees to be bound by the terms and conditions of all management agreements entered into by the Association. A copy of all such agreements shall be available to each Owner.

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the NonProfit Corporation Law of the State of Alabama by law may now or hereafter have or exercise.

ARTICLE VI  
MEMBERSHIP

Every person or entity that is a record owner of a fee or divided fee interest in any of the real property which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to and shall not include persons or entities that hold an interest merely as security for the performance of any obligation. Membership shall be appurtenant to and may not be separated from ownership of lots located within Snowden Place, as the same appears of record in Map Book \_\_\_\_, Page \_\_\_\_ of the records in the Office of the Judge of Probate Court of Mobile County, Alabama, and which is subject to assessment by the Association which assessment shall be in direct proportion as the voting rights for the property. In addition, in the event that there are any additions or subsequent contiguous units of Snowden Place, developed or recorded by the developer of Snowden Place, and the lots in which said subdivision are made subject to the same restrictive covenants as those lots in Snowden Place, and which affirmatively require membership in this Association, upon recording of a plat of subdivision of the same, owners of those lots shall become members of this Association, and said membership shall be appurtenant to and may not be separated from ownership of the property or lots within said subdivision, and owners of said lots shall be subject to all of the terms and conditions hereof.

ARTICLE VII  
VOTING RIGHTS

Each owner shall be entitled to one vote for each Lot owned. Each lot and any addition or subsequent subdivision located on the lands described on the attached Exhibit shall become subject to the terms hereof, when and if developed in individual lots, and the owner of each lot shall have one (1) vote for each lot owned.

ARTICLE VIII  
BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of five (5) Directors, appointed or elected in accordance with the By-Laws of the Corporation, who need not be members of the Association. The record Owner of each Lot shall be entitled to cast one vote for each member of the Board of Directors, and voting shall be noncumulative. If any person or entity owns more than one Lot, then such person or entity shall be entitled to cast one vote for each Lot owned. The number of directors may be changed by amendment of the ByLaws of the Association. The names and addresses of the incorporators and persons who are to act in the capacity of directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
James L. Busby	6420 Wall Street Mobile, Alabama 36695
James B. Busby	6420 Wall Street Mobile, Alabama 36695
J. Reid Cummings 36693	2316 - C                      Knollwood                      Drive Mobile, Alabama

ARTICLE IX  
INDEMNIFICATION

The Corporation shall indemnify every officer and director of the Corporation against any and all expenses, including counsel fees, reasonable incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including the settlement of any suit or proceeding, if approved by the then Board of Directors of the Corporation) to which he may be made a party by reason of being or having been an officer or director of the Corporation whether or not such person is an officer or director at the time such expenses are incurred. The officers and directors of the Corporation shall have no personal liability with respect to any contract or other commitment made by them in good faith on behalf of the Corporation and the Corporation shall indemnify and forever hold each such officer and director free and harmless as against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided herein shall not be exclusive of any other rights to which any officer or director of the Corporation or former officer or director of the Corporation may be entitled.

The directors shall exercise their powers and duties in good faith and with a view to the interest of the Corporation and the subdivision. No contract or other transaction between the Corporation and any corporation, firm or association (including the Developer) in which one (1) or more of the directors of this Corporation is a director or officer or is pecuniarily or otherwise interested, shall be either void or voidable for such reason or because such director or directors are present at the meeting of the Board of Directors or any of the committee thereof which authorizes or approves the contract or transaction or because his or her votes are counted for such purposes, if any of the conditions specified in any of the following paragraphs exists:

- (a) The fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the minutes and the Board authorizes,

approves or ratifies such contract or transaction in good faith by a vote sufficient for the purposes; or

(b) The fact of the common directorate or interest is disclosed or known to the members or a majority thereof and they approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; or

(c) The contract or transaction is commercially reasonable to the Corporation at the time it is authorized, ratified, approved or executed.

Common or interested directors may be counted in determining the presence of a quorum at any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction any may vote thereat to authorize any contract or transaction with like force and effect as if he were not such director or officer of such other corporation or not so interested.

ARTICLE X  
AMENDMENTS

Amendments of these Articles shall require the assent (by vote or written consent) of members representing two-thirds (2/3) or more of the votes of the membership.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Alabama, we, the undersigned, constituting the incorporators of this Association have executed these Articles of Incorporation this \_\_\_\_ day of \_\_\_\_\_, 2011.

By: \_\_\_\_\_  
Print Name: James L. Busby  
As Its: Chairman, President & Director

By: \_\_\_\_\_  
Print Name: James B. Busby  
As Its: President, Treasurer & Director

By: \_\_\_\_\_

Print Name: J. Reid Cummings  
As Its: Secretary & Director

VERIFICATION AND ACKNOWLEDGMENT

STATE OF ALABAMA )

COUNTY OF MOBILE )

Before me, the undersigned Notary Public in and for said State and County personally appeared James L. Busby, James B. Busby, and J. Reid Cummings, who after being first duly sworn, on oath depose and say that they are the incorporators of SNOWDEN PLACE PROPERTY OWNERS ASSOCIATION, INC., and that they signed the foregoing Articles of Incorporation and the statements made therein are true and correct.

SWORN AND SUBSCRIBED TO before me on this the \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_



STATE OF ALABAMA )

COUNTY OF MOBILE )

I, the undersigned Notary Public in and for said State and County do hereby certify that James L. Busby, James B. Busby, and J. Reid Cummings, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this date that being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_