

**ARTICLES OF INCORPORATION  
OF  
THE RESERVE AT BRIDGEFIELD HOMEOWNER'S ASSOCIATION, INC.**

The undersigned, acting as Incorporator of a nonprofit corporation under the Alabama Nonprofit Corporation Act, adopts the following Articles of Incorporation for such corporation:

**ARTICLE I – NAME AND DEFINITIONS**

The name of the corporation shall be THE RESERVE AT BRIDGEFIELD HOMEOWNER'S ASSOCIATION, INC. The corporation is herein referred to as the "Association," and the terms used herein shall have the meaning for each stated in the Code of Alabama 1975, Section 10-3A-1, as amended, (hereinafter referred to as the "Act") and the Declaration of Covenants, Conditions and Restrictions ("Declaration") for The Reserve at Bridgefield Homeowner's Association, Inc., a subdivision to be recorded in the Probate Records of Madison County, Alabama, unless the context otherwise requires.

**ARTICLE II – PURPOSE**

The Association is organized for the following purposes:

- (1) To maintain, operate, and manage the subdivision known as "THE RESERVE AT BRIDGEFIELD HOMEOWNER'S ASSOCIATION, INC." located at Huntsville, Alabama, and to do all things incident, necessary, convenient, expedient, ancillary, or in aid of the accomplishment of the foregoing.
- (2) To own, operate, lease, sell, trade, or otherwise deal with such property, real or personal, as may be necessary or convenient in the administration of the subdivision.

**ARTICLE III – POWERS**

**3.01. IMPLIED POWERS.** The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the purposes of the Association, as set forth in these Articles, the Declaration of Covenants, Conditions and Restrictions, and the Act.

**3.02. SPECIFIC POWERS.** In furtherance of the purposes of the Association, the Association shall have all of the powers set forth in the Act, and all of the powers reasonably necessary to operate the subdivision pursuant to the Declaration, including, but not limited to, the following irrevocable rights, powers, and authority:

- (1) To enforce the covenants and restrictions contained in the Declaration, and to make, establish, and enforce reasonable Rules and Regulations governing the administration, management, and use of the subdivision Property;

- (2) To establish a budget for the operation of the subdivision; to designate those expenses which shall constitute the Common Expenses and Limited Common Expenses of the subdivision; to make, levy, and collect assessments against Lot Owners of the subdivision; to provide the funds to pay for Common Expenses and Limited Common Expenses of the subdivision as provided for in the Declaration and allied Documents; and to use and expend the proceeds of Assessments in the exercise of the powers and duties of the Association;
- (3) To maintain, repair, replace, and operate those portions of the subdivision property that the Association has the duty or right to maintain, repair, replace, and operate under the Declaration and allied Documents.
- (4) To have access to each Lot from time to time during reasonable hours as may be necessary for the maintenance, repair, or replacement of any Lot therein or accessible therefrom, or to have immediate access at any time as may be necessary for making emergency repairs necessary to prevent damage to any other Lot or Lots;
- (5) To contract for the management of the subdivision and to delegate to such agent(s) all or some of the powers, duties, and responsibilities of the Association;
- (6) To employ personnel to perform the services required for proper operation of the subdivision;
- (7) To purchase and maintain all forms of insurance on the subdivision for the protection of the Association and its members;
- (8) To reconstruct the subdivision after casualty or other loss;
- (9) To make additional improvements on and to the subdivision;
- (10) To approve or disapprove the transfer, mortgage, and ownership of Lots to the extent such power is granted to it under the Declaration and allied Documents;
- (11) To retain legal counsel at the expense of the Association and to enforce by legal action the provisions of the Declaration and allied Documents and the Rules and Regulations of the Association;
- (12) To acquire, by purchase or otherwise, Lots in the subdivision, and to hold lease, mortgage, and convey the same;
- (13) To lease or license the use of Common Elements and Limited Common Elements in a manner not inconsistent with the rights of Lot Owners;
- (14) To pay taxes and assessments which are liens against any part of the subdivision other than individual Lots (unless the individual lots are owned by the Association) and the appurtenances thereto, and to assess the same against the Lots subject to liens for such purposes; and,
- (15) To adopt and establish By-Laws for the operation of the subdivision Association, which were attached to the Declaration of Protective Covenants for The Reserve at Bridgefield Subdivision and heretofore recorded on the 7<sup>th</sup> day of December, 2004 as Document No. 20041207000550170, Probate Records of Madison County, Alabama.

#### **ARTICLE IV – ASSOCIATION FUNDS AND PROPERTY**

The Association shall pay no dividend, and shall distribute no part of its income to its Members, Directors, or Officers. Nevertheless, the Association may pay compensation in a

reasonable amount to its Members, Directors, and Officers for services rendered, and it may confer benefits on its Members in conformity with the Declaration and the purposes of the Association. On termination, the Association may make distributions to its Members as permitted by law, and no such payment, benefit, or distribution shall be deemed to be a dividend or distribution of income. All funds and property acquired by the Association, and all proceeds therefrom shall be held and used for the benefit of the Members of the Association in accordance with the provisions of the Declaration, these Articles, and the By-Laws.

## ARTICLE V – MEMBERS

5.01. QUALIFICATION. The Members of the Association shall consist of all of the Lot Owners of record in the subdivision.

5.02. CHANGE IN MEMBERSHIP. Change of membership in the Association shall be established by the recording in the public records of Madison County, Alabama, of a deed or other instrument establishing a record title to a subdivision Lot, and delivery to the Association of a certified copy of such instrument. The new Lot Owner designated by such instrument shall thereupon become a Member of the Association, and the membership of the prior Lot Owner shall thereby be terminated.

5.03. TRANSFER OF MEMBERSHIP. The share of a Member in the Association cannot be assigned, hypothecated, or transferred in any manner, except as an appurtenance to such Member's Lot.

5.04. MEETINGS. The By-Laws shall provide for an annual meeting of the Members and may provide for regular and special meetings other than the annual meeting.

5.05. VOTING. The owner of each lot shall be entitled to the number of votes specified in the Declaration for the Lot. The manner of exercising voting rights shall be determined by the By-Laws.

## ARTICLE VI – DIRECTORS

6.01. NUMBER. The property, business, and affairs of the Association shall be managed by a Board of Directors consisting of the number of Directors determined by the By-Laws, but which shall consist of not less than three Directors. Except as may otherwise be provided in the By-Laws, each Director shall be either a person designated by the Developer or a person entitled to cast a vote in the Association.

6.02. ELECTION. Directors may be designated or elected and removed, and vacancies on the Board of Directors shall be filled as provided in the By-Laws.

6.03. AUTHORITY. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles, and the By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to approval by Lot Owners when such approval is specifically required by the Act, the Declaration, these Articles, or the

By-Laws.

6.04. INITIAL DIRECTORS. The names and addresses of the three members of the first Board of Directors, who shall hold office until the election or appointment of their successors, are as follows:

NAME	ADDRESS
Jeffrey M. Benton	2404 Commerce Court Huntsville, AL 35801
Wendy Lee	2404 Commerce Court Huntsville, AL 35801
Lisa Drake	2404 Commerce Court Huntsville, AL 35801

#### **ARTICLE VII – OFFICERS**

The affairs of the Association shall be administered by the officers designated in accordance with the By-Laws. The names and addresses of the officers who shall serve until the election or appointment of their successors in accordance with the By-Laws are as follows:

NAME	OFFICE	ADDRESS
Jeffrey M. Benton	President	2404 Commerce Court Huntsville, AL 35801
Wendy Lee	Vice President	2404 Commerce Court Huntsville, AL 35801
Lisa Drake	Secretary	2404 Commerce Court Huntsville, AL 35801

#### **ARTICLE VIII – TERM**

The term of the Association shall be perpetual; provided, however, that the Association shall be terminated by the termination of the Declaration in accordance with its terms.

#### **ARTICLE IX – REGISTERED OFFICE AND AGENT**

The initial registered office of the Association is 2404 Commerce Court, Huntsville, Alabama, 35801, and the name of the initial registered agent at that address is Jeffrey M. Benton.

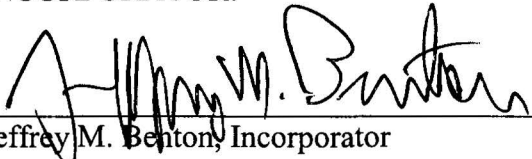
**ARTICLE X – INCORPORATORS**

The name and address of the incorporator of the Association is:

NAME	ADDRESS
Jeffrey M. Benton	2404 Commerce Court Huntsville, AL 35801

DATED this the 15<sup>th</sup> day of March, 2005.

INCORPORATOR:

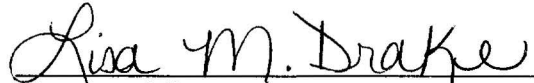
  
\_\_\_\_\_  
Jeffrey M. Benton, Incorporator

STATE OF ALABAMA     )

COUNTY OF MADISON    )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Jeffrey M. Benton, whose name is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of the document, he executed the same voluntarily on the day the same bears date.

GIVEN under my hand this 15<sup>th</sup> day of March, 2005.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 9-14-08

THIS INSTRUMENT PREPARED BY:  
Paul L. Millirons  
STEPHENS, MILLIRONS, HARRISON & GAMMONS, P.C.  
2430 L & N Drive  
Huntsville, Alabama 35804  
(256) 533-7711

STATE OF ALABAMA  
MADISON COUNTY

OFFICE OF THE JUDGE OF PROBATE

CERTIFICATE OF INCORPORATION

OF

The Reserve at Bridgefield Homeowner's  
Association, Inc.

I, the undersigned, Judge of Probate, Madison County, Alabama  
here certify that Articles of Incorporation for the incorporation  
of The Reserve at Bridgefield Homeowner's  
Association, Inc.  
duly signed pursuant to the provisions of the Code of Alabama, have  
been received in this office and found to conform to law and that  
the name of the corporation is now reserved with the Secretary of State  
of Alabama under reservation No. \_\_\_\_\_ dated \_\_\_\_\_.

ACCORDINGLY, the undersigned, as such Judge of Probate, and by  
virtue of the authority vested in me by law, hereby issue this  
Certificate of Incorporation of The Reserve at Bridgefield  
Homeowner's Association, Inc. and attached hereto a  
certified copy of the Articles of Incorporation.

Dated March 18, 2005.

20050318000160830 6/6 \$42.25  
Madison Cnty Judge of Probate, AL  
03/18/2005 09:39:04AM FILED/CERT

Tommy Ragland  
Judge of Probate