

# **WALTON'S MOUNTAIN**

## **Homeowners Association**

### **Information**

**ARTICLES OF INCORPORATION**  
**OF**  
**WALTON'S MOUNTAIN HOMEOWNER'S ASSOCIATION, INC.,**  
**AN ALABAMA NONPROFIT CORPORATION**

We, the undersigned, hereby associate ourselves together, for the purpose of becoming incorporated under the laws of the State of Alabama as a non-profit corporation, and pursuant to the provisions of the Alabama Nonprofit Corporation Act of 1984, as last amended (Section 10-3A-1 through 10-3A-225 of the Alabama Code of 1975, as last amended) (herein referred to as the "Corporation Act"), and hereby adopt the following Articles of Incorporation (herein referred to as the "Articles");

**ARTICLE I - NAME**

The name of the corporation shall be: **WALTON'S MOUNTAIN HOMEOWNER'S ASSOCIATION, INC.** (herein referred to as the "Association").

**ARTICLE II - PERIOD OF DURATION**

The period of duration of the Association shall be perpetual.

**ARTICLE III - PURPOSE**

The purposes for which the Association is formed are to (a) provide an entity for the management, care, maintenance, repair and insurance of, the Common Area (herein referred to as the "Common Area") of Walton's Mountain as set forth on the Plats described in Exhibit "A", (b) for establishing the reasons for and the means and methods of collecting the contributions or Assessments for Common Expenses, (c) for enforcement of the provisions of these Articles and the By-Laws, and (d) for such other purposes as the Board may determine, and as provided for by the Corporation Act. Unless otherwise expressly stated, all words, terms and phrases, as used herein, shall have the same definitions as attributed to them in the By-Laws of the Association (herein referred to as the "By-Laws"), as now constituted and as may be amended hereafter, and which are attached hereto as Exhibit "B", by this reference incorporated herein, and made a part hereof.

**ARTICLE IV - 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 nonprofit corporation under the laws of the State of Alabama.

B. The Association shall have all of the powers and duties set forth in the Corporation Act except as limited by these Articles and the By-Laws, and all of the powers necessary to carry out its powers, and to enforce the By-Laws, as they may be amended from time to time, including, but not limited to, the following:

1. To enforce by legal means the provisions of the Corporation Act, these Articles, and the By-Laws.
2. To retain legal counsel.
3. To enter into contracts or agreements for the maintenance of accounting and bookkeeping records and for the use of data processing facilities or services, so as to carry out the Association's responsibilities and to comply with the requirements of the law of the State of Alabama with regard to maintenance of records.
4. To borrow money and to evidence the same by notes or other evidences of indebtedness and to secure the same by mortgage, deed of trust, pledge or other lien or security interest in furtherance of any or all of the purposes of the Association. To enter into such other contracts or agreements reasonably necessary or convenient for the proper exercise of the rights, powers, duties, and functions of the Association;
5. To employ all personnel necessary to perform the services required to properly exercise the rights, powers, duties and functions of the Association.
6. To exercise any and all common law and statutory powers, although not specifically recited herein, of a nonprofit corporation, and of an association within the meaning of the Corporation Act, reasonably necessary or convenient to carry out and perform the purposes for which the Association is organized and its enumerated powers.
7. To do such acts as may be required to comply with the provisions of the Federal internal Revenue Code, as amended, and applicable Revenue Rulings, and other Federal and State statutes, providing for an exemption from Federal and State income taxes of income of homeowner's associations, if any.
8. To designate those expenses which shall constitute the Common expenses of the Common Area of the Subdivision, other than those expenses declared as Common Expenses under the By-Laws.
9. To estimate the amount of the Annual Budget and to make and collect Assessments against Lot Owners in the Subdivision as set forth in the By-Laws.

10. To use the proceeds of Assessments in the exercise of its powers and duties.

11. To make and amend reasonable Rules and Regulations respecting the Common Area of the Subdivision.

12. To maintain all utility and drainage easements, open areas and common areas in the Subdivision as shown on the plat.

13. To purchase and sell property.

C. All funds and the titles of all properties acquired by the Association and the proceeds thereof shall be held for the benefit of the members of the Association in accordance with the provisions of the Corporation Act, these Articles, and the By-Laws.

D. No contract or other transaction between the Association and any of its Directors or Officers, or between the Association and any person, corporation, partnership, firm or association in which any Directors or Officers of the Association are directors or officers or are otherwise pecuniarily interested, is prohibited if the common interest is disclosed or known to the Board. Any common or interested Director may be counted in determining the presence of a quorum at any meeting of the Board, and any common or interested Director or Officer may vote to authorize any contract or transaction.

E. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Corporation Act, these Articles, and the By-Laws.

## **ARTICLES V – MEMBERS**

**SECTION 5.01. QUALIFICATIONS.** The members of the Association shall consist of all of the record lot owners as shown on the Plats of the Subdivision more fully described in Exhibit "A" (said record owners being herein referred to, separately and severally, and collectively, as the "Residential Lot Owner" and/or "Residential Lot Owners") (said Lots being herein referred to, separately and severally, and collectively, as the "Residential Lot" and/or "Residential Lots"), which Residential Lot Owners are required to be members of the Association as a condition of their ownership of their respective Residential Lot or Residential Lots.

**SECTION 5.02 CHANGE OF MEMBERSHIP.** Change of membership in the Association shall be established by the recording in the Office of the Judge of Probate of Madison County, Alabama, of a deed or other instrument conveying a record title to a Residential Lot in the Subdivision, and the delivery to the Secretary/Treasurer of the Association of a certified copy of such deed or other instrument, the Residential Lot

Owner designated by such instrument thereby becoming a member of the Association. The membership of the prior Residential Lot Owner shall be terminated thereby.

**SECTION 5.03 VOTING RIGHTS.** Where, in any provision of these Articles or the By-Laws, a vote of Residential Lot Owners is required or permitted, each Residential Lot Owner shall be entitled to cast one vote for each lot owned by him/her at all meetings of the Association. If more than one person or entity jointly own a Residential Lot or Residential Lots, such persons or entities shall only have one (1) vote per lot which they jointly own, and such vote shall be exercised as provided in the By-Laws. In the event one residence is constructed on more than one Lot, the Member shall be entitled the right to one (1) vote. The manner of exercising voting rights shall be determined by the By-Laws.

**SECTION 5.04 APPROVAL OR DISAPPROVAL BY RESIDENTIAL LOT OWNERS.** Whenever the approval or disapproval of a Residential Lot 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 Residential Lot Owner at an Association meeting.

**SECTION 5.05 RESTRAINT UPON ASSIGNMENT OF SHARES IN ASSETS.** The share of a Residential Lot Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to such Residential Lot Owner's Residential Lot.

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

The location and mailing address of the Association's initial registered office, and the name of the Association's initial registered agent at such address, are:

Name

Address

**Ben H. Walker**

**4851-G Whitesburg Drive  
Huntsville, AL 35801**

#### **ARTICLE VII – BOARD OF DIRECTORS**

**SECTION 7.01 NUMBER.** All corporate powers of the Association shall be exercised by or under authority of, and the business and affairs of the Association shall be managed and conducted by and under the direction of, the Board of Directors herein referred to as the "Board" and/or the "Directors"). The exact number of Directors on the Board may from time to time be provided for by the By-Laws.

**SECTION 7.02 INITIAL MEMBERS.** The number of Directors constituting the initial Board shall be one (1). The names and addresses of the initial Directors are as follows:

<u>Name</u>	<u>Address</u>
Ben H. Walker	4851-G Whitesburg Drive Huntsville, AL 35801

**SECTION 7.03 SUCCESSORS.** At the expiration of the term of each initial Director, his successor shall be elected by the Residential Lot Owners to serve for a term set out in the By-Laws.

**SECTION 7.04. ELECTION.** Directors of the Association shall be elected at the annual meeting of the Residential Lot Owners in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the By-Laws. The first annual meeting of the Board shall be held as provided in the By-Laws.

**SECTION 7.05 REMOVAL.** Any Director other than the one designated by the Developer as set forth in the By-Laws may be removed, either with or without cause, by an affirmative vote of two-thirds (2/3rds) of the votes eligible to be cast by Residential Lot Owners in person or by proxy at a meeting of Residential Lot Owners duly held for such purpose.

Any Director whose removal has been proposed by the Residential Lot Owners shall be given at least ten (10) days' notice of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting.

## **ARTICLE VIII – INCORPORATION**

The officers of the Association shall consist of a President, a Vice-President, and a Secretary/Treasurer and such other officers and assistant officers as may be deemed necessary by the Board (herein referred to as the "Officers"), each of whom shall be elected or appointed at such time and in such manner and for such terms as may be prescribed in the By-Laws. The names of the Officers who are to serve until the first election are:

<u>Name</u>	<u>Office</u>
1. Ben H. Walker	President, Vice-President; Secretary, Treasurer

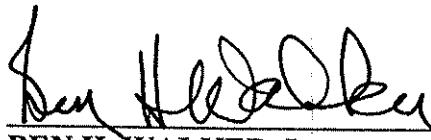
**ARTICLE X - INDEMNIFICATION**

Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities by reason of his being or having been a Director or Officer of the Association, at the time such expenses and liabilities are incurred, as provided under the By-Laws.

**ARTICLE XI - BY-LAWS**

The initial By-Laws of the Association shall be in the form as attached hereto as Exhibit "B", by this reference incorporated herein, and made a part hereof. The procedure for amending the By-Laws shall be as provided for in the By-Laws.

Dated this the 14<sup>th</sup> day of April, 2006.

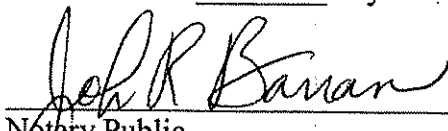
  
BEN H. WALKER, Incorporator

STATE OF ALABAMA )

COUNTY OF MADISON )

I, John R. Barran, a Notary Public in and for said County in said State, hereby certify that BEN H. WALKER, whose name as Incorporator is signed to the foregoing Articles of Incorporation and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing Articles of Incorporation, he, as Incorporator, executed the same voluntarily on the day the same bears date.

GIVEN, under my hand and official seal on this the 14<sup>th</sup> day of April, 2006.

  
Notary Public  
My Commission Expires: 12-03-07

THIS INSTRUMENT WAS PREPARED BY:  
John R. Barran, P.C.  
2204 Whitesburg Drive, Suite 220  
Huntsville, AL 35801  
(256) 519-7682

## **EXHIBIT "A"**

**The following Plats for Walton's Mountain are recorded in the Office of the Judge of Probate of Madison County, Alabama ("Probate Records").**

- A. Walton's Mountain a resubdivision of Lot 4A of a resubdivision of Lot 4 of Fleming Properties as recorded in Plat Book 34, Page 42, as recorded in Plat Book 35, Page 53 in the Probate Records.
- B. Walton's Mountain Phase II, a resubdivision of a part of Lot 4A of a resubdivision of Lot 4 of Fleming Properties as recorded in Plat Book 39, Page 22 in the Probate Records.
- C. A resubdivision of Lot 25 of Walton's Mountain Phase II, a resubdivision of a part of Lot 4A of a resubdivision of Lot 4 of Fleming Properties as recorded in Plat Book 40, Page 21 in the Probate Records.
- D. Walton's Mountain Second Addition, a replat of Lot 33 of Walton's Mountain Phase II, a resubdivision of a part of Lot 4A of a resubdivision of Lot 4 of Fleming Properties as recorded in Plat Book 42, Page 64 in the Probate Records.
- E. Walton's Mountain Phase 3, a resubdivision of Fleming Properties Second Addition and a resubdivision of Lots 4A and 4B of a resubdivision of Lot 4 of Fleming Properties as recorded in Plat Book 46, Page 93 in the Probate Records.
- F. Final Plat, Walton's Mountain Phase 4, a resubdivision of Lots 82 and 83 of a resubdivision of Walton's Mountain Phase 3, a resubdivision of Fleming Properties Second Addition and a resubdivision of Lots 4A and 4B of a resubdivision of Lot 4 of Fleming Properties as recorded in Plat Book 47, Page 97 in the Probate Records.
- G. Final Plat, Walton's Mountain Phase 5, a resubdivision of Lots 79 and 80 of Walton's Mountain Phase 3, of a resubdivision of Fleming Properties Second Addition and a resubdivision of Lots 4A and 4B of a resubdivision of Lot 4 of Fleming Properties and Lot 4A of a resubdivision of Lot 4 of Fleming Properties as recorded in the Probate Records, recording number 20050209000078560
- H. Final Plat of Walton's Mountain Phase 6, a resubdivision of Lot 78 of Walton's Mountain Phase 3, a resubdivision of Fleming Properties Second Addition, and a resubdivision of Lots 4A and 4B of a resubdivision of Lot 4 of Fleming Properties and other land as recorded in the Probate Records with a recording number 20050822000558360.