

**ARTICLES OF INCORPORATION**  
**OF**  
**RIVERCHASE TOWNHOME OWNERS ASSOCIATION, INC.**  
As Amended November 2018

Articles of Incorporation  
Of the  
Riverchase Townhome Owners Association, Inc.

**Table of Contents**

Article I .....	Name
Article II .....	Definitions
Article III .....	Registered Agent and Address
Article IV .....	Objects, Purposes and Powers
Article V .....	Members
Article VI .....	Term
Article VII .....	Subscribers
Article VIII .....	Board of Directors
Article IX .....	Officers
Article X .....	Indemnification
Article XI .....	Disposition of Assets upon Dissolution
Article XII .....	Amendment of Articles
Article XIII .....	By-Laws

ARTICLES OF INCORPORATION  
OF  
RIVERCHASE TOWNHOME OWNERS ASSOCIATION, INC.  
(a corporation not for profit)

TO THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA:

This is to certify that, for the purpose of forming a corporation pursuant to the provisions of the "Alabama Non-Profit Corporation Act" (1940 Code of Alabama (Recomp. 1958), Title 10, Sections 203-63, inclusive), the undersigned do hereby make and file the Articles of Incorporation.

ARTICLE I

The name of the corporation shall be:  
"RIVERCHASE TOWNHOME ASSOCIATION, INC."

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

ARTICLE II

DEFINITIONS

SECTION 2.1 Associated Land: That part of Riverchase Property which is owned by the Association, or its successors as recorded as Sectors 1, 2, 3 and 4 of Davenport's Addition to Riverchase West. Sector 1 being recorded in Map Book 8, Pages 9 and 9A, Sector 2 being recorded in Map Book 8, Pages 10A and 10B, Sector 3 being recorded in Map Book 8, Pages 53, and Sector 4 being recorded in Map Book 8, Page 64.

2.2 Board: The Board of Directors of the Association.

2.3 By-Laws: The duly enacted By-Laws of the Association.

2.4. Declaration: The Declaration of Protective Covenants, Agreements, Easements, Charges and Liens (Residential) applicable to Member's Property which shall be recorded in the Probate Records of Shelby County, Alabama, as the same may be from time to time be supplemented or amended in the manner described therein.

2.5 Deeds: Any deed, assignment, lease or other instrument conveying fee title for a leasehold interest in any part of Riverchase Property subjected to the Declaration.

2.6 Developer: The developer of Riverchase Townhomes, The Davenport Companies, and its successors.

2.7 Member: A person or other entity who is a record owner of Member's Property.

2.8 Common Areas: Riverchase Property which is conveyed to the Association by the Developer of Riverchase Townhomes or a part thereof.

2.9 Association: The Riverchase Townhome Owners Association, Inc., its successors and assigns.

2.10 Limited Common Area Element: The term "Limited Common Area Element" shall mean and refer to a part or parts of the Property of the Association in which one or more, but not all of the Lot Owners have undivided interest, and from which those same Lot Owners derive a common benefit. The private drives and alleyways which are necessary for ingress and egress are specifically name Limited Common Area Elements.

2.11 Limited Common Area Assessments: The term "Limited Common Area Assessments" or "Assessment for Expenses Related to Limited Common Area Elements" shall mean and refer to all assessments related to the expenses arising out of the ownership of the Limited Common area Elements, including expenses incurred in maintenance, administration, improvement, and repair of Limited Common Area Elements, whether incurred or estimated by the Board.

### ARTICLE III

The initial registered office of the Association shall be Birmingham, Alabama 35201. The registered agent of the Corporation shall be \_\_\_\_\_

### ARTICLE IV

#### OBJECTS, PURPOSES, AND POWERS

SECTION 4.1 This association shall be a corporation not for profit organized for not-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 The objects and purposes for which this Corporation is organized are as follows:

4.2.1 To own, acquire, operate and maintain certain Common Areas and Limited Common Area Elements as herein defined, and which property is hereinafter referred to as "Common Area" or "Limited Common Area Element."

4.2.2 To own, operate and manage the Common Area located in the Riverchase Townhomes; to perform and carry out the acts and duties incident to the administration, operation and management of said Common Area in accordance with the terms, provisions, and conditions contained in these Articles of Incorporation.

4.2.3 To do such other things as may be necessary and proper for the carrying out and accomplishment of the above objects and purposes 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 the Riverchase Townhome Owners Association intended for and available for the common use and enjoyment or needs of the Members.

4.2.4 To preserve the aesthetic beauty of the Association Property as well as to promote a harmony in that aesthetic.

4.2.5 To make and enforce regulations with the specific goal of maintaining, to the maximum extend possible, the property value for all Lot Owners within the Association.

4.3 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 collect Assessments from members of the Association and to expend those Assessments of the benefit of the Association.

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 Common Area.

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 part of the powers and duties of the Association.

4.3.7 To employ personnel and perform the services required or authorize by these Articles, the Declaration and by the By-Laws or 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 enforce by legal action the provisions of these Articles, the By-Laws and the Declaration.

## ARTICLE V

### MEMBERS

SECTION 5.1 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.

5.2 Membership in this Association cannot be assigned, hypothecated or transferred in any manner except as may be provided in the By-Laws.

5.3 The Association shall be two classes of membership: Class A and Class B.

Class A members shall be all members who have paid all dues and assessments levied by the board in accordance with Article III of the By-Laws.

Class B members shall be any member who has not paid all dues and assessments levied by the board in accordance with Article III of the By-Laws.

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

## ARTICLE VI

### TERM

This Corporation shall exist perpetually.

## ARTICLE VII

### SUBSCRIBERS

The names and residences of the three incorporators of the Corporation are as follows:

Ed Kerr  
C.G. Scruggs  
Louise Anderson

## ARTICLE VIII

### BOARD OF DIRECTORS

The business and affairs of the Association shall be managed by a Board of Directors consisting of not less than three (3) nor more than fifteen (15) Directors. The first Board of Directors shall consist of five (5) members. 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 Class A Members of the Association who are entitled to vote. The names and addresses of the First Board of Directors who shall hold office until the first meeting of the Association are as follows:

---

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.

## ARTICLE 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 By-Laws of the Association. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.

## ARTICLE X

### INDEMNIFICATION

Every Director and every officer 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 or officer of the Association, or any settlement thereof, 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 or willful misfeasance 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.

## ARTICLE 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 corporations, 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 or any Member vested in him under recorded covenants or restrictions applicable to such assets unless made in accordance with the provisions of such covenants and restrictions.

## ARTICLE XII

### AMENDMENT OF ARTICLES

These Articles may be amended by affirmative vote of two-thirds (2/3) of the Members of the Association entitled to vote.

ARTICLE XIII

BY-LAWS

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

IN WITNESS WHEREOF, the subscribing incorporators have hereunto set their hands and seals and caused these Articles of Incorporation to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 1984

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

STATE OF ALABAMA

SHELBY COUNTY

Before me, the undersigned Notary Public, in and for said County and state, personally appeared \_\_\_\_\_, who are known to be and who, after first being duly sworn, deposes and under oath and said that the foregoing Articles of Incorporation were prepared under their direction and that they had knowledge of the facts stated therein, that said facts are true, and that they executed the same freely and voluntarily and for the purpose stated herein.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 1984.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_