

508-342

1320 950

Recorded in the Above

CORP Book &amp; Page

01-25-2018 02:44:30 PM

Bill English - Probate Judge

Lee County, AL

Lee County, AL

I certify this instrument was filed on

01-25-2018 02:44:30 PM

and recorded in CORP Book

1320 at pages 950 - 957

Bill English - Probate Judge

STATE OF ALABAMA  
COUNTY OF LEE

## ARTICLES OF INCORPORATION

OF

EAGLE'S NEST AT MILLER'S CROSSING

CONDOMINIUM OWNERS ASSOCIATION, INC.

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, desiring to form a non-profit corporation for the purposes hereinafter set forth, pursuant to the provisions of the Alabama Nonprofit Corporation Act, Code of Alabama (1975), Sections 10-3A-1, et seq., do hereby make and subscribe their names to these Articles of Incorporation and certifies as follows:

ARTICLE INAME

The name of the corporation shall be "Eagle's Nest at Miller's Crossing Condominium Owners Association, Inc." (the "Association").

ARTICLE IIPURPOSES

The purposes of the corporation shall be to function as a condominium "association" as that term is used in Volume 19, Code of Alabama, 1975, Title 35-8A-101, et seq. (Condominium Act), and to carry out all of the duties and responsibilities of a condominium association as are required under said statute and under the Declaration of Condominium of Eagle's Nest at Miller's Crossing (the "Declaration"), which said Declaration is recorded in the Office of the Judge of Probate of Lee County, Alabama in Condo Book 8005, at Page 202. Capitalized terms that are not otherwise defined herein shall have the meaning given to such term in the Declaration.

ARTICLE IIIPOWERS

The Corporation shall have all powers of an association as are provided in the Condominium Act and in the Declaration, and all such powers as may be necessary or desirable to discharge the duties of an association under the Condominium Act and the Declaration, including, but not limited to, the power to enter into and perform any contract and to perform all acts which may be necessary or convenient to the operation, management, maintenance, and administration

of the condominium.  
New Entity  
Alabama  
Sec. Of State  
108-342  
Date 2/05/2018  
Time 12:05  
Pg 8 Pg  
Total \$100.00  
\$05/050  
\$100.00  
\$0.00  
\$0.00  
\$0.00

RECEIVED DATE

FEB 05 2018

1

SECRETARY OF STATE  
OF ALABAMA

Not in limitation of the foregoing powers, but in addition thereto, the Association shall have the following powers:

(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 Condominium Property.

(2) To establish a budget for the operations of the Condominium; to designate those expenses which shall constitute the Common Expenses of the Condominium; to make, levy, and collect Assessments against Unit Owners of the Condominium; to provide the funds to pay for Common Expenses of the Condominium as provided for in the Condominium Documents and in the Condominium Act; 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 Condominium Property that the Association has the duty or right to maintain, repair, replace, and operate under the Condominium Documents.

(4) To have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair, or replacement of any Common Elements 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 Unit or Units, when such action is required by the Association.

(5) To contract for the management of the Condominium Property and to delegate 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 Condominium.

(7) To purchase and maintain all forms of insurance on the Condominium Property for the protection of the Association and its Members.

(8) To reconstruct the Condominium Property after casualty or other loss.

(9) To make additional improvements on and to the Condominium Property.

(10) To approve or disapprove the transfer, mortgage, and ownership of Units to the extent such power is granted to it under the Condominium Documents.

(11) To retain legal counsel at the expense of the Association and to enforce by legal action the provisions of the Condominium Documents and the Rules and Regulations of the Association.

(12) To acquire, by purchase or otherwise, Units in the Condominium, and to hold, lease, mortgage, and convey the same.

(13) To lease or license the use of Common Elements in a manner not inconsistent with the rights of Unit Owners.

(14) To pay taxes and assessments which are liens against any part of the Condominium other than individual Units (unless individual Units are owned by the Association) and the appurtenances thereto, and to assess the same against the Units subject to liens for such purposes.

(15) To pay the cost of all power, water, sewer, trash, garbage, and other utility services rendered to the Condominium and not billed to the individual Units.

(16) To adopt and establish Bylaws for the operation of the Condominium Association.

(17) 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 Condominium Property.

(18) To purchase, lease, or otherwise lawfully acquire and hold all materials, fixtures, machinery, office supplies, furniture and equipment, and other apparatus, of whatever nature, if the same shall be necessary or incident to the business aforesaid.

(19) To purchase, acquire, hold, improve, sell, convey, assign, release, mortgage, encumber, lease, hire and deal in real and personal property of every nature, including stocks and securities of other corporations and to lend money and take securities for the payment of all sums due to the corporation to sell, assign, and/or release such securities.

(20) To borrow money for any of the purposes of the Association and to issue notes and other obligations thereof, with or without security, and to pledge or mortgage the whole, or any part of its property, real or personal; and to draw, make, accept, endorse, discount, guarantee, execute and issue promissory notes and similar types of obligations or instruments.

(21) To establish lines of credit with banking houses or elsewhere, for the purposes hereinbefore and set forth, and to incur indebtedness, and to raise, borrow and secure the payment

of money in any lawful manner for any purposes in or about its business or affairs without limit as to amount.

(22) To do any and all things herein set forth and in addition, such other acts and things as are necessary or convenient to attainment of the purpose of this Association, or any of them, to the same extent as natural persons might or could do in any part of the world, insofar as such acts are permitted to be done by a non-profit corporation organized under the laws of the State of Alabama.

The foregoing clauses may be construed as objects and powers and it is hereby expressly provided that the foregoing enumeration or specific powers shall not be held to limit or restrict in any manner the powers of the corporation. In addition to the objects aforesaid, the Association shall have the power to conduct and carry on any business or activity not prohibited by law, nor required by law to be specifically stated in these Articles.

#### **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 Bylaws.

#### **ARTICLE V**

#### **MEMBERS**

Each Unit Owner, as that term is used in the Declaration, shall be a member of the corporation and no other person or entity shall be entitled to membership.

The share of an owner in the funds and assets of the Association cannot be assigned, pledged, or transferred in any manner, except as an appurtenance to his Unit.

Each Unit shall be entitled to one equal vote. No owner shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit to the Board of Directors.

The vote of each Owner may only be cast by such owner or by a proxy given by such owner to his duly authorized representative. If title to a Unit shall be in the name of two or more persons as owners, any one of such owners may vote as the owner of the Unit at any meeting of the Association and such vote shall be binding on such other owners who are not present at such meeting unless written notice to the contrary has been received by the Board of Directors prior to any such vote being cast.

## ARTICLE VI BOARD OF DIRECTORS

The number of Directors shall be fixed by the Bylaws, but shall not be less than three (3) nor more than five (5). The number of Directors constituting the initial Board of Directors is three (3), and the names and addresses of the persons who are to serve as the initial Directors are:

<u>NAME</u>	<u>ADDRESS</u>
Ike Brown	P.O. Box 13 Anniston, AL 36202
Mark Clark	5878 US Hwy 280 Opelika, AL 36801
Van Henley	5514 Lowrie Road Colleyville, TX 76034

The Directors shall be elected or appointed in such a manner and at such times as may be prescribed in the Bylaws. Except as may otherwise be provided for in the Bylaws, each Director shall be a person designated by the Declarant or a person entitled to cast a vote in the Association.

Directors may be designated or elected and removed, and vacancies on the Board of Directors shall be filled as provided in the Bylaws.

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

Alabama  
Sec. Of State

New Entity  
508-342 DNP  
Date 2/05/2018  
Time 12:05  
180205 8 Pg

File \$100.00  
Ackn \$.00  
Exp \$.00

Total \$100.00  
05/050

**ARTICLE VII**  
**OFFICERS**

The Officers of the corporation shall consist of a President, Secretary, Treasurer and such other officers as the Board may determine. More than one office may be held by one person. Each said Officer shall be elected or appointed at such time and in such manner and for such terms as may be prescribed by the Bylaws. The initial Officers of the Corporation who will serve until election or appointment of their successors in accordance with the Bylaws, with their respective addresses, are as follows:

<u>OFFICER</u>	<u>NAME</u>	<u>ADDRESS</u>
President	Ron Hayles	20106 Richard Childress Ln Foley, AL 36535
Vice President/Secretary	Tom Adams	34 Westchester Dr. Cartersville, GA 30120
Treasurer	Mark Clark	5878 US Hwy 280 Opelika, AL 36801

**ARTICLE VIII**  
**EXECUTION OF INSTRUMENTS**

All instruments for the Association shall be signed, executed and/or acknowledged under seal as set forth in the Bylaws.

**ARTICLE IX**  
**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 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 interests 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.

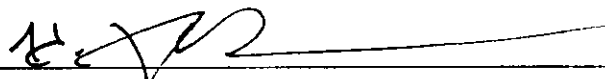
**ARTICLE X**  
**TERM**

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

**ARTICLE XI**  
**REGISTERED AGENT AND REGISTERED ADDRESS**

The registered office and registered mailing address of said Corporation shall be at 166 N Gay St, Auburn, AL 36830, and the registered agent at such address is Seth Snider.

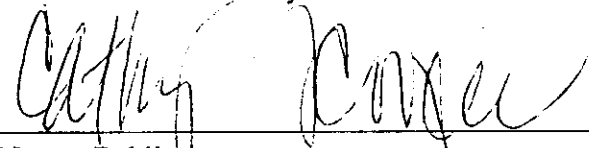
IN WITNESS WHEREOF, the undersigned incorporator has subscribed his name to the Articles of Incorporation on this the 25<sup>th</sup> day of January, 2018.

  
\_\_\_\_\_  
H. Taylor Buckner, Incorporator

**STATE OF ALABAMA**  
**COUNTY OF LEE**

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that H. Taylor Buckner, is signed to the foregoing, and who is known to me, acknowledge before me on this day that, being informed of the contents of this conveyance, he, executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office, this the 25<sup>th</sup> day of January, 2018.

  
\_\_\_\_\_  
Notary Public  
My Commission expires 02/08/2018  
THIS INSTRUMENT PREPARED BY:  
DAVIS, BINGHAM, HUDSON & BUCKNER, P.C.  
324 EAST MAGNOLIA AVENUE  
AUBURN, AL 36830  
FILE #: 17-267K

SEAL



John H. Merrill  
Secretary of State

P.O. Box 5616  
Montgomery, AL 36103-5616

# STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

**Eagle's Nest at Miller's Crossing Condominium Owners Association, Inc.**

This name reservation is for the exclusive use of H. Taylor Buckner, 324 East Magnolia Avenue, Auburn, AL 36830 for a period of one year beginning May 15, 2017 and expiring May 15, 2018



RES759450

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

May 15, 2017

Date

*J. H. Merrill*

John H. Merrill

Secretary of State

Alabama  
Sec. Of State

New Entity  
508-342 DNP  
Date 2/05/2018  
Time 12:05  
100205 8 Pg

File	\$100.00
Ackn	\$.00
Exp	\$.00
Total	\$100.00
05/050	