

525197

ARTICLES OF INCORPORATION
OF
MARTYN WOODS AT BON SECOUR PROPERTY OWNER'S ASSOCIATION, INC.
A NON-PROFIT CORPORATION

The undersigned, acting as Incorporator, does hereby form a corporation under the Alabama Non-Profit Corporation Act, Ala. Code 1975, §10-3A-1, et seq. ("ACT") and adopts the following ARTICLES OF INCORPORATION;

ARTICLE ONE
NAME

The name of this Corporation shall be MARTYN WOODS AT BON SECOUR PROPERTY OWNER'S ASSOCIATION, INC. ("ASSOCIATION").

ARTICLE TWO
DEFINITIONS

All terms used herein shall have the meaning given for each of them stated in the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MARTYN WOODS AT BON SECOUR, A SUBDIVISION ("DECLARATION"), unless the context otherwise requires, and are hereby incorporated by reference and made a part hereof. In the event of a conflict between the provisions of the DECLARATION, ARTICLES OF INCORPORATION or BY-LAWS, the DECLARATION prevails, except to the extent the DECLARATION is inconsistent with the ACT.

ARTICLE THREE
PERIOD OF DURATION

The period of duration for the ASSOCIATION is perpetual unless and until hereafter legally dissolved.

ARTICLE FOUR
NOT FOR PROFIT

The ASSOCIATION is not organized for pecuniary profit, and it 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 for 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 properties acquired by the ASSOCIATION and the proceeds therefrom shall be held in trust for the MEMBERS of the ASSOCIATION in accordance with the provisions of the ACT, the DECLARATION and the BY-LAWS of the ASSOCIATION. The MEMBERS of the ASSOCIATION shall not be personally liable for the debts, liabilities or obligations of this ASSOCIATION.

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Instrument Number 525197 Pages 9
Recording 25.00 Mortgage
Deed Win Tax 1.00
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Adrian T. Johns, Judge of Probate

**ARTICLE FIVE
PURPOSES**

The **ASSOCIATION** is organized for the purpose of administering, maintaining, operating and managing the **SUBDIVISION** known as **MARTYN WOODS AT BON SECOUR, A SUBDIVISION ("SUBDIVISION")**, located in **Baldwin County, Alabama**, according to the **DECLARATION** and to do all things incident, necessary, convenient, expedient, ancillary or in aid of the accomplishment of the foregoing. The **ASSOCIATION** shall only have jurisdiction over the **PROPERTY** and such **ADDITIONAL PROPERTY** as may be made subject to the terms of the **DECLARATION** by the **DECLARANT** as provided in the **DECLARATION**.

**ARTICLE SIX
POWERS**

The **ASSOCIATION** shall have all the common law and statutory powers of a non-profit corporation and shall have all the powers, duties and authority vested in the **ASSOCIATION** by the **ACT**, the **DECLARATION** or these **ARTICLES**, including but not limited to the following:

1. Exercise all of the powers and privileges and to perform all of the duties and obligations of the **ASSOCIATION** as set forth in the **DECLARATION** applicable to the **PROPERTY** and recorded or to be recorded in the **OFFICE OF THE JUDGE OF PROBATE OF BALDWIN COUNTY, ALABAMA** and as the same may be amended from time to time as therein provided, the **DECLARATION** being incorporated herein as if set forth at length;
2. 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**;
3. 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**;
4. Borrow money, and with the assent of the vote of **two-thirds (2/3)** of the total votes entitled to be cast by **MEMBERS** of the **ASSOCIATION**, mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
5. Dedicate, sell or transfer all or any part of the **COMMON AREA** or **COMMON PROPERTY** to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the **MEMBERS** according to the terms of the **DECLARATION**.
6. Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex **ADDITIONAL PROPERTY** and **COMMON AREA**, according to the terms of the **DECLARATION**;

7. Have and to exercise any and all powers, rights and privileges which a corporation organized under the ACT may now or hereafter have or exercise.

The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers that may now or hereafter be allowed or permitted by Alabama Law or by the DECLARATION.

ARTICLE SEVEN MEMBERSHIP AND VOTING RIGHTS

This ASSOCIATION shall issue no shares of stock of any kind or nature whatsoever. Every PERSON or entity who is a record OWNER of a fee interest or undivided fee interest in any LOT in the PROPERTY shall be a MEMBER of the ASSOCIATION. The foregoing is not intended to include PERSONS or entities who hold an interest merely as security for the performance of an obligation, unless and until such security holder or MORTGAGEE has acquired title to the LOT pursuant to foreclosure or any proceeding in lieu thereof and the deed thereby evidencing title has been duly and properly recorded at which time such security holder or MORTGAGEE shall become a MEMBER and the debtor's membership shall thereupon cease, regardless of whether or not there is an outstanding right of redemption to the LOT. Membership shall be appurtenant to and may not be separated from the ownership of any LOT. The share of a MEMBER in the funds or assets of the ASSOCIATION cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the LOT. The MEMBERS shall enjoy such qualifications, rights and voting rights as may be fixed in the DECLARATION and in the BY-LAWS of the ASSOCIATION.

ARTICLE EIGHT BOARD OF DIRECTORS

The property, business and affairs of the ASSOCIATION shall be managed by a BOARD OF DIRECTORS consisting of a number which is not less than three (3) but not more than, from time to time, shall be determined and fixed by a vote of a majority of the voting rights present at any annual meeting of the MEMBERS. Except as may otherwise be provided in the DECLARATION and in the BY-LAWS, each DIRECTOR may be either 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 DECLARATION and in the BY-LAWS. All the duties and powers of the ASSOCIATION existing under 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 DECLARATION, these ARTICLES or the BY-LAWS.

The initial BOARD OF DIRECTORS shall be composed of three (3) DIRECTORS. The names and addresses of the three (3) DIRECTORS of the initial BOARD OF DIRECTORS, who shall hold office until election or appointment of their successors, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
LEONARD A. KAISER	Post Office Box 1018 Gulf Shores, Alabama 36547-1018
RICHARD B. SCHWARTZ	Post Office Box 916 Gulf Shores, Alabama 36547
T. E. MITCHELL	Post Office Box 579 Bay Minette, Alabama 36507

**ARTICLE NINE
BY-LAWS**

The **BY-LAWS** of the **ASSOCIATION** shall be adopted by the **BOARD OF DIRECTORS** and may be altered, amended or rescinded in the manner provided by the **BY-LAWS**.

**ARTICLE TEN
OFFICERS**

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

<u>NAME</u>	<u>OFFICE</u>	<u>ADDRESS</u>
LEONARD A. KAISER	President	Post Office Box 1018 Gulf Shores, Alabama 36547-1018
T. E. MITCHELL	Secretary	Post Office Box 579 Bay Minette, Alabama 36507

**ARTICLE ELEVEN
INDEMNIFICATION AND LIMITATION OF LIABILITY**

Every **DIRECTOR** and every officer of the **ASSOCIATION** shall be indemnified by the **ASSOCIATION** against all expenses and liabilities, or any settlement thereof, including counsel fees, reasonably incurred by or imposed upon each **DIRECTOR** in connection with any proceeding to which each **DIRECTOR** may be a party, or in which each **DIRECTOR** may become involved, by reason of his or her being or having been a **DIRECTOR** or officer of the **ASSOCIATION**, whether or not he or she 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 or her 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 in the best interest of the **ASSOCIATION**. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such **DIRECTOR** or officer may be entitled.

A **DIRECTOR** of the **ASSOCIATION** shall not be liable to the **ASSOCIATION** or its **MEMBERS** for money damages for any action taken, or any failure to take action, as a **DIRECTOR**, except for (i) the amount of a financial benefit received by such **DIRECTOR** to which such **DIRECTOR** is not entitled; (ii) an intentional infliction of harm by such **DIRECTOR** on the **ASSOCIATION** or its **MEMBERS**; (iii) a violation of the Ala. Code 1975, §10-2B-8.33 or any successor provision to such section; (iv) an intentional violation by such **DIRECTOR** of criminal law; or (v) a breach of duty of loyalty by such **DIRECTOR** to the **ASSOCIATION** or its **MEMBERS**. If the **Alabama Business Corporation Act**, or successor statute thereto, is hereafter amended to authorize the further elimination or limitation of the liability of a **DIRECTOR** of a corporation, or to provide greater rights of indemnification for any officer, **DIRECTOR**, agent or employee of a corporation, then the liability of a **DIRECTOR** of the **ASSOCIATION**, in addition to the limitations on liability provided herein, shall be limited to the fullest extent permitted by the **Alabama Business Corporation Act** as amended or any successor statute thereto, and the rights of indemnification of such officer, **DIRECTOR**, employer or agent shall be similarly enhanced to the fullest extent thereby permitted. Any repeal or modification of this **ARTICLE** by the **MEMBERS** of the **ASSOCIATION** shall be prospective only and shall not adversely affect any limitation on the liability or rights of indemnification of a **DIRECTOR** of the **ASSOCIATION** existing at the time of such repeal or modification.

ARTICLE TWELVE INCORPORATOR

The name and address of the Incorporator of the **ASSOCIATION** is:

<u>NAME</u>	<u>ADDRESS</u>
MARTYN WOODS, L.L.C., an Alabama Limited Liability Company	100 Cove Avenue Gulf Shores, Alabama 36542

ARTICLE THIRTEEN DECLARANT CONTROL

The **DECLARANT** shall retain control of the **ASSOCIATION** in accordance with the terms and conditions of the **DECLARATION**.

ARTICLE FOURTEEN REGISTERED OFFICE AND AGENT

The location address of the initial registered office of the **ASSOCIATION** is 100 Cove Avenue, Gulf Shores, Alabama 36542. The mailing address of the initial registered office of the **ASSOCIATION** is Post Office Drawer 1018, Gulf Shores, Alabama 36547. The name of the initial agent as such address is LEONARD A. KAISER.

**ARTICLE FIFTEEN
AMENDMENT**

These **ARTICLES** may be amended as provided in the **ACT**, provided that no amendment shall be in conflict with the **DECLARATION** and provided further that no amendment shall be effective to impair or dilute any rights of any **MEMBERS** that are governed by the **DECLARATION**.

**ARTICLE SIXTEEN
RELATED PARTY TRANSACTIONS**

No contract or other transaction between the **ASSOCIATION** or any **PERSON**, firm, association or corporation and no other act of the **ASSOCIATION** shall, in the absence of fraud, be invalidated or in any way affected by the fact that any of the **DIRECTORS** of the **ASSOCIATION** are directly or indirectly, pecuniarily or otherwise interested in such contract, transaction or other act, or are related to or interested in (either as director, stockholder, officer, employee, member or otherwise) such **PERSON**, firm, association or corporation. Any **DIRECTOR** of the **ASSOCIATION** individually, or any firm or association of which any **DIRECTOR** may be a member, may be a party to, or may be pecuniarily or otherwise interested in, any contract or transaction of the **ASSOCIATION**, provided that the fact that he or she, individually, or such firm or association is so interested, shall be disclosed or known to the **BOARD OF DIRECTORS** or a majority of the **MEMBERS** thereof as shall be present at any meeting of the **BOARD OF DIRECTORS** or of any committee of **DIRECTORS** having the powers of the full **BOARD**, at which action upon any such contract, transaction or other act is taken, and if such fact shall be so disclosed or known, any **DIRECTOR** of the **ASSOCIATION** so related or otherwise interested may be counted in determining the presence of a quorum of any meeting of the **BOARD OF DIRECTORS** or of such committee, at which action upon any such contract, transaction or act shall be taken, and may vote with respect to such action with like force and effect as if he or she were not so related or interested. Any **DIRECTOR** of the **ASSOCIATION** may vote upon any contract or other transaction between the **ASSOCIATION** and any affiliated corporation without regard to the fact that he or she is also a director of such affiliated corporation.

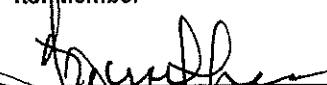
**ARTICLE SEVENTEEN
DISSOLUTION**

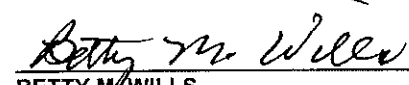
The **ASSOCIATION** shall be dissolved upon the termination of the **SUBDIVISION** in the manner provided by the **DECLARATION**. Upon dissolution of the **ASSOCIATION**, the assets of the **ASSOCIATION**, if any, and all money received by the **ASSOCIATION** from its operations, after the payment in full of all debts and obligations of the **ASSOCIATION** of whatsoever kind and nature, shall be used and distributed solely and exclusively in the manner provided for in the **ACT**.

IN WITNESS WHEREOF, the Incorporator has caused this instrument to be executed this ___ day of December, 1999.

MARTYN WOODS, L.L.C., an
Alabama Limited Liability Company

By: 
T.E. MITCHELL
Its: Member

By: 
T.W. MITCHELL
Its: Member

By: 
BETTY M. WILLIS
Its: Member

By: 
RICHARD B. SCHWARTZ
Its: Member

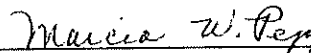
By: 
LEONARD A. KAISER
Its: Member

STATE OF ALABAMA :

COUNTY OF BALDWIN :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that, T.E. MITCHELL, whose name as Member of MARTYN WOODS, L.L.C., an Alabama Limited Liability Company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such Member and with full authority executed the same voluntarily for and on behalf of said Company.

Given under my hand and seal this 20th day of December, 1999.



NOTARY PUBLIC

My Commission Expires:

BY NOTARY PUBLIC STATE OF ALABAMA AT LARGE
BONDED MY COMMISSION EXPIRES: APR 24, 2002
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA :

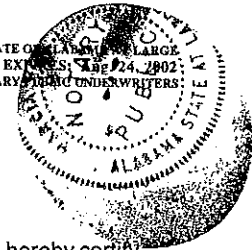
COUNTY OF BALDWIN :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that, **T.W. MITCHELL**, whose name as **Member of MARTYN WOODS, L.L.C., an Alabama Limited Liability Company**, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such **Member** and with full authority executed the same voluntarily for and on behalf of said **Company**.

Given under my hand and seal this 20th day of **December, 1999**.

Marcia W. Pepperman
NOTARY PUBLIC
My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Aug. 24, 2002
BONDED THRU NOTARY PUBLIC UNDERWRITERS



STATE OF ALABAMA :

COUNTY OF BALDWIN :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that, **BETTY M. WILLS** whose name as **Member of MARTYN WOODS, L.L.C., an Alabama Limited Liability Company**, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she, as such **Member** and with full authority executed the same voluntarily for and on behalf of said **Company**.

Given under my hand and seal this 20th day of **December, 1999**.

Marcia W. Pepperman
NOTARY PUBLIC
My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Aug. 24, 2002
BONDED THRU NOTARY PUBLIC UNDERWRITERS



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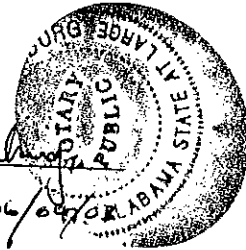
STATE OF ALABAMA :

COUNTY OF BALDWIN :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that, **RICHARD B. SCHWARTZ** whose name as **Member of MARTYN WOODS, L.L.C.**, an **Alabama Limited Liability Company**, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such **Member** and with full authority executed the same voluntarily for and on behalf of said **Company**.

Given under my hand and seal this 17th day of **December, 1999**.


NOTARY PUBLIC
My Commission Expires: 06/20/02

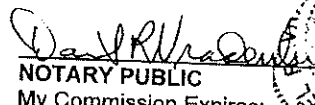


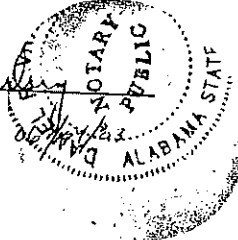
STATE OF ALABAMA :

COUNTY OF BALDWIN :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that, **LEONARD A. KAISER** whose name as **Member of MARTYN WOODS, L.L.C.**, an **Alabama Limited Liability Company**, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such **Member** and with full authority executed the same voluntarily for and on behalf of said **Company**.

Given under my hand and seal this 17th day of **December, 1999**.


NOTARY PUBLIC
My Commission Expires: 06/20/02



THIS INSTRUMENT PREPARED BY:

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