

STATE OF ALABAMA

LAUDERDALE COUNTY

Recording Fee 11.00  
TOTAL 11.00

**ADOPTION OF PROTECTIVE COVENANTS AND HOMEOWNERS ASSOCIATION**

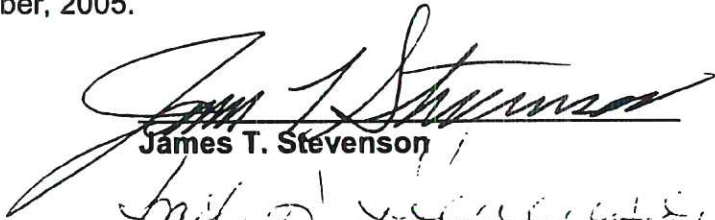
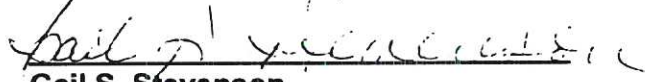
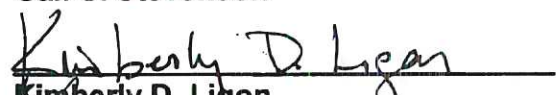
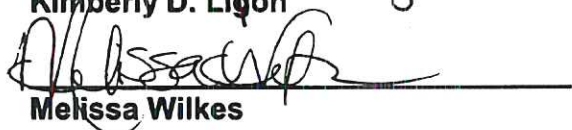
KNOW ALL MEN BY THESE PRESENTS, that, whereas the plat of **RIDGEWOOD PARC NO. 2**, was filed for record in the Office of the Judge of Probate of Lauderdale County, Alabama on the 17<sup>th</sup> day of October, 2005, in Plat Book 7 at Page 101, and

Whereas, the owners of said subdivision, James T. Stevenson, Gail S. Stevenson, Kimberly D. Ligon and Melissa Wilkes, is desirous of adopting for and imposing upon **RIDGEWOOD PARC NO. 2** the following:

"Protective Covenants for Ridgewood Parc, Phase I, as recorded in the Office of the Judge of Probate of Lauderdale County, Alabama in Fiche 93-109, Frame 56 et seq, and

The provisions of the Articles of Incorporation and Bylaws of Ridgewood Parc Homeowners Association as record in the said probate office in Fiche 93-109, Frame 50 et seq."

**THEN**, therefore, James T. Stevenson, Gail S. Stevenson, Kimberly D. Ligon and Melissa Wilkes, do hereby adopt for and impose upon **RIDGEWOOD PARC NO. 2**, a subdivision according to the plat thereof as recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 7, Page 101 those certain Protective Covenants for Ridgewood Parc, Phase I, as recorded in the Office of the Judge of Probate of Lauderdale County, Alabama in Fiche 93-109, Frame 56 et seq, and The provisions of the Articles of Incorporation and Bylaws of Ridgewood Parc Homeowners Association as record in the said probate office in Fiche 93-109, Frame 50 et seq on this the 17<sup>th</sup> day of October, 2005.

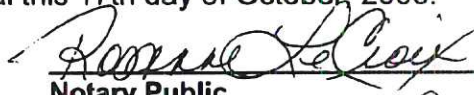
  
James T. Stevenson  
  
Gail S. Stevenson  
  
Kimberly D. Ligon  
  
Melissa Wilkes

STATE OF ALABAMA

LAUDERDALE COUNTY

Before me, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that **James T. Stevenson, Gail S. Stevenson, Kimberly D. Ligon and Melissa Wilkes**, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 17th day of October, 2005.

  
Notary Public  
My Commission Expires: 9-20-09

TAC  
11/06

**DECLARATION OF COVENANTS, CONDITIONS, AND  
RESTRICTIONS FOR  
RIDGEWOOD PARC, PHASE I**

THIS DECLARATION is made on the date hereinafter set forth by Ridgewood Parc, Inc. ("Declarant"), being the owner of the hereinafter described real property.

**WITNESSETH:**

WHEREAS, Declarant is the owner of certain property in the City of Florence, County of Lauderdale, State of Alabama, which is more particularly described as:

All lands embraced in the map and plat of RIDGEWOOD PARC, PHASE I as recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 6 Page 128.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all the parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**DEFINITIONS**

**Section 1.** "Association" shall mean and refer to "RIDGEWOOD PARC HOMEOWNERS ASSOCIATION, PHASE I" and its successors and assigns.

**Section 2.** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Properties, including contract seller, but excluding those having such interest merely as security for the performance of an obligation.

**Section 3.** "Properties" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

**Section 4.** "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of Properties with the exception of any common area which may hereinafter be annexed.

**Section 5.** "Declarant" shall mean and refer to Ridgewood Parc, Inc., an Alabama Corporation, its successors and assigns if such successor or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

## ARTICLE II

### PROPERTY RIGHTS

**Section 1.** Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to any common area which may hereinafter be annexed, said right and easement of enjoyment shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common area, if any.

(b) The right of the Association to suspend the voting rights and right to use any common area or any recreational facilities by an Owner for any period during which any assessment against his or her Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

(c) The right of the Association to dedicate or transfer all or any part of any common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

**Section 2.** Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his or her right of enjoyment to any common area and any recreational facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

## ARTICLE III

### MEMBERSHIP AND VOTING RIGHTS

**Section 1.** Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

**Section 2.** The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owner. When more than one person holds an interest in any Lot, all such person shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the votes outstanding in the Class B membership, or

(b) on January 1, 1996.

In the event additional residential property is annexed and new lots become subject to the Declaration of Covenants, Conditions, and Restrictions of the Association, Class B membership shall be increased (or reinstated in the event Class B membership shall have ceased) for each Lot annexed, subject to the same voting rights set forth heretofore.

#### **ARTICLE IV**

#### **COVENANT FOR CAPITAL, MAINTENANCE AND OPERATION EXPENSES ASSESSMENTS AND LIENS THEREFORE**

**Section 1.** Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenants and agree to pay to the Association:

- (1) annual assessments,
- (2) special assessments for capital improvements and operation expenses, and
- (3) any assessment created under Article V, such assessments to be established and collected as herein provided.

All of said assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Said lien shall be second and subordinate to any mortgage that is placed on the subject property. The Association shall have the right to enforce all liens hereunder imposed to the same extent, including a foreclosure sale and deficiency decree, and subject to the same procedures as in the

case of mortgages under applicable law. Each such assessment, together with interest, costs, and reasonable attorney's fees incurred in the enforcement, foreclosure or collection thereof, shall also be the personal joint and several obligation of the person or persons who was or were the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his or her successors in title unless expressly assumed by them. Declarant shall not be required to pay such annual assessment as to any Lots owned by it so long as Declarant elects, at its option, to provide the maintenance and improvements called for in Article VI, Section 2. At such time as Declarant is not maintaining and providing such maintenance and improvements, it shall pay such annual assessment on Lots owned by it.

**Section 2.** Purpose of Annual Assessment. The annual assessment levied by the Association shall be used exclusively for maintenance and improvement of any common area, operating expenses of the Association, and the maintaining, improvement and replacing of lawns and shrubs on all Lots and any common areas including mowing, raking, seeding and planting, to the extent funds are available by reason of such annual assessments or otherwise.

**Section 3.** Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be THREE HUNDRED AND NO/100 (\$300.00) DOLLARS per lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may from time to time fix the annual assessment at an amount not in excess of the maximum and may direct the date or dates of the payment thereof in one lump sum or in installments.

(d) Within 20 days of becoming the Owner of a Lot, such Owner shall pay an initial assessment of \$75.00 (in addition to the annual assessment) to be used for same purposes as the annual assessment.

**Section 4.** Special Assessments for Capital Improvements and Operating Expenses. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon any common areas, including fixtures and personal property provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

**Section 5.** Notice and Quorum for Any Action Authorized under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 50 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 50 days following the preceding meeting.

**Section 6.** Uniform Rate of Assessment. Both annual and special assessments, set forth in Sections 3 and 4 above, must be fixed at a uniform rate for all Lots and may be collected on a monthly basis or such other basis as determined by the Board.

**Section 7.** Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the first conveyance of a Lot by Declarant to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

**Section 8.** Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight percent (8%) per annum. The

association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, or both. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of any common area or abandonment of his Lot.

**Section 9.** Subordination of Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

**Section 10.** Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Alabama shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

**Section 11.** In the event construction of a residence has been commenced but is not completed for a period of one (1) year from the date construction commenced (as determined by the date that supplies or materials were first delivered to the job site) and work has ceased on said construction at the end of said one (1) year period; then, in such event, the lot owner upon which the construction exists shall be subject to a fine equal to \$100.00 per month to be assessed by the association. The fine shall be in the nature of an assessment on the lot and shall be payable each month following the receipt of written notice from the association and must be paid within fifteen (15) days following the receipt of said notice. The fine or assessment contemplated herein shall be secured by a continuing lien upon the property against which the fine is assessed. Any fine which remains unpaid following the fifteen (15) day notice period shall be considered delinquent and the association may bring an action at law against the owner personally obligated to pay the same or may foreclose the lien against the property, or both, and any interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment.

**ARTICLE V****EXTERIOR MAINTENANCE**

(a) The Association shall, to the extent allowable by monies available from annual assessments, provide for the maintaining, replacing and improvement of lawn and shrubs on all Lots including raking, mowing, seeding and planting. In the event the need for such maintenance, replacement, or improvement is caused by or arises out of any willful or negligent act of the Owner, members of his or her family, or his or her guests or invitees, the cost of such shall be added to and become a part of the assessment to which such Lot is subject.

(b) In the event an owner of any Lot in the Properties shall fail to maintain, restore and repair the roof, gutters, downspouts, exterior building surfaces, and other exterior improvements in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, but not the obligation, through its contractors, agents and employees, to enter upon said parcel and to repair, maintain and restore such roof, gutters, downspouts, exterior building surfaces, and other exterior improvements. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

**ARTICLE VI**  
**PARTY WALLS**

**Section 1.** General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

**Section 2.** Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

**Section 3.** Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability nor negligent or willful acts or omissions.



**Section 4.** Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his or her negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

**Section 5.** Right to Contribution Runs with the Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

**Section 6.** In the event of any dispute arising concerning a party wall, or under the provisions of this Article VI, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all arbitrators.

## **ARTICLE VII**

### **ARCHITECTURAL CONTROL AND USE RESTRICTION**

No building, fence, wall or other structure or exterior surface or roof of any building or structure shall be commenced, repaired, replaced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design, colors, materials and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. Without limiting the foregoing, such plans and specifications must include a detailed statement of the colors of any paints or materials to be used in exterior surfaces and roofs. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after such plans and specifications have been submitted to, as evidenced only by its written acknowledgment of receipt thereof; approval will not be required and this Article will be deemed to have been fully complied with. In any event, the Lots shall be used solely for single family residential purposes and not more than one single family, single story residence may be erected, constructed or permitted to remain upon any Lot. No business, trade or commercial activity of any kind or character may be conducted upon any Lot. Such plans may be disapproved because of any of the following:

- (a) failure of such plans or specifications to comply with any of the Restrictions;
- (b) failure to include information in such plans and specifications as may have been reasonably requested.
- (c) objection to the exterior design, appearance or materials of any proposed building or repairs or replacement;
- (d) incompatibility of any proposed building with existing buildings upon other Lots in the vicinity;
- (e) objections to the location of any proposed structure upon any Lot or with reference to other Lots in the vicinity;
- (f) objection to the color scheme, finish, proportions, style of architecture, height, bulk, or appropriateness of any proposed structure.

### ARTICLE VIII

#### GENERAL PROVISIONS

**Section 1.** Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**Section 2.** Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

**Section 3.** Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

**Section 4.** Easements. The Owner proposes to construct on each of the foregoing Lots a garden home or patio home. In the matter of the construction and completion of a garden home or a patio home, certain eaves, roof overhangs and brick veneer attached to the structural walls will or may encroach over onto the air space of

an adjoining or contiguous Lot. There is hereby created on each of said Lots so affected an easement for said encroachments or overhangs created by said construction. In addition to the easements for each of said encroachments or overhangs, there is also granted the right to maintain and repair the same so long as said encroachments and overhangs shall and do exist. An easement of access is reserved over and across the roofs of all structures where reasonable required for the purpose of maintaining, repairing, or constructing or reconstructing adjacent structures. Each Lot is also subject to all easements as shown on the plat of RIDGEWOOD PARC, PHASE I as recorded in the Office of the Judge of Probate of Lauderdale County, Alabama in Plat Book

**Section 5.** Option of Association to Purchase. In the event the dwelling on any Lot is wholly or partially destroyed by fire, flood, act of God or any other cause or casualty and the Owner thereof does not rebuild or restore the same to like good order and condition as existed prior to such total or partial destruction within six (6) months of such destruction, then the Association shall have the right, privilege, and option to purchase such Lot at the fair market value thereof as fixed and determined by the average of three appraisals in writing, one by each of three licensed real estate brokers or appraisers licensed to do business in Lauderdale County, Alabama.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 3rd day of March, 1993.

RIDGEWOOD PARC, INC.

ATTEST

BY:

Missy Wilkes  
Missy Wilkes  
Its Secretary

Clint Wilkes  
Clint Wilkes  
Its President

STATE OF ALABAMA

LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Clint Wilkes, whose name as President of Ridgewood Parc, Inc. is signed to the foregoing Declaration, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Declaration, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 3rd day of March, 1993.

*Cecilia Patterson*

Notary Public

~~STATE OF ALABAMA  
LAUDERDALE COUNTY  
JUDGE OF PROBATE  
MAR 4 11:10 AM '93  
WILKES  
JUDGE OF PROBATE~~

STATE OF ALABAMA  
LAUDERDALE COUNTY  
JUDGE OF PROBATE  
MAR 3 4:30 PM '93  
WILKES  
JUDGE OF PROBATE

7800

*ARTICLES OF INCORPORATION*  
*OF*  
*RIDGEWOOD PARC HOMEOWNERS ASSOCIATION, PHASE I*

In compliance with the requirements of Code of Alabama 1975, Sections 10-3A-1 through 10-3A-225, the undersigned, all of whom are residents of Florence, Lauderdale County, Alabama, and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a nonprofit corporation and do hereby certify:

*ARTICLE I*

The name of the corporation of "Ridgewood Parc Homeowners Association, Phase I" hereinafter sometimes called the "Association."

*ARTICLE II*

The initial registered office of the corporation is located at 119 South Court Street, Florence, Alabama.

*ARTICLE III*

Clint Wilkes, whose business address is 119 South Court Street, Florence, Alabama, is hereby appointed the initial registered agent of this corporation.

*ARTICLE IV*

Clint Wilkes, Missy Wilkes and Kim Stevenson whose business address is 119 South Court Street, Florence, Alabama are the incorporators of this corporation.

*ARTICLE V*

**PURPOSE AND POWERS OF THE ASSOCIATION**

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the Residential Lots and Common Areas within jurisdiction of this Association and in furtherance of this purpose to:

(a) exercise all the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions for RIDGEWOOD PARC, PHASE I, hereinafter called the "Declaration,": applicable to the property and recorded or to be recorded in the Office

of the Judge of Probate of Lauderdale County, Alabama, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments and liens pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incidental 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;

(c) 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;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedications, sale or transfer;

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any merger or consolidation shall have the assent of two-thirds (2/3) of each class of members;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Alabama by law may now or hereafter have or exercise.

#### ARTICLE VI

#### MEMBERSHIP

Each person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is intended to include persons or entities who hold an interest merely as security for the performance of any obligation.

Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VII

VOTING RIGHTS

The Association shall have two classes of voting membership:

*Class A.* Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

*Class B.* The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) on January 1, 1996.

In the event additional residential property is annexed and new lots become subject to the Declaration of Covenants, Conditions, and Restrictons of the Association, Class B membership shall be increased ( or reinstated in the event Class B membership shall have ceased) for each Lot annexed, subject to the same voting rights heretofore set forth.

ARTICLE VIII

BOARD OF DIRECTORS

The internal affairs of the Association shall initially be managed by a board of three (3) directors, which number shall increase to nine (9) directors as hereinafter set forth. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors as hereinafter provided are:

Clint Wilkes, 119 South Court Street, Florence, AL

Missy Wilkes, 119 South Court Street, Florence, AL

Kim Stevenson, 119 South Court Street, Florence, AL

At the first annual meeting the members shall elect three directors for a term of three years, and at each annual meeting thereafter the members shall elect three directors for a term of three years. Directors need not be members of the Association. A change in the number of directors and their terms of office may be made by amending the By-laws of the Association.

Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation, or removal of a director, his successors shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

**ARTICLE IX**

**DISSOLUTION**

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the association, other than incident to a merger or consolidation, the assets of the Association shall be first used to pay and discharge all liabilities and obligations of the Association, if any, and then any remaining assets shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

**ARTICLE X**

**DURATION**

The corporation shall exist perpetually.

**ARTICLE XI**

**AMENDMENTS**

Amendment of these articles shall require the assent of seventy-five (75%) of the entire membership of the Association.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Alabama, we, the undersigned, being the incorporators of this Association, have executed these Articles of Incorporation this 3rd day of March, 1993.

  
\_\_\_\_\_

Clint Wilkes

  
\_\_\_\_\_

Missy Wilkes

  
\_\_\_\_\_

Kim Stevenson



STATE OF ALABAMA

LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Clint Wilkes, Missy Wilkes and Kim Stevenson, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this date that being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 3rd day of March, 1993.



Notary Public

STATE OF ALABAMA  
LAUDERDALE COUNTY

FICHE 93-109 FRAME 55

TO: CLINT WILKES  
MISSY WILKES  
KIM STEVENSON

**CERTIFICATE OF INCORPORATION OF THE  
RIDGEWOOD PARC HOMEOWNERS ASSOCIATION, PHASE I**

This is to certify that you, as Incorporators, have duly organized according to the laws of the State of Alabama, as a nonprofit body corporate, under the name of RIDGEWOOD PARC HOMEOWNERS ASSOCIATION, PHASE I and for the purposes of your declaration on file in this office, dated this the 9th day of March, 1993, and that you are now fully authorized to commence business under your Articles of Incorporation.

GIVEN under my hand and seal of office this the 9th day of March, 1993.

*William L. Hanbery*

Judge of Probate

~~STATE OF ALABAMA  
LAUDERDALE COUNTY  
OFFICE OF THE JUDGE OF PROBATE  
MAR 4 11 20 AM '93  
*William L. Hanbery*  
JUDGE OF PROBATE~~

STATE OF ALABAMA  
LAUDERDALE COUNTY  
OFFICE OF THE JUDGE OF PROBATE  
MAR 9 4 31 PM '93  
*William L. Hanbery*  
JUDGE OF PROBATE