

**ARTICLES OF INCORPORATION  
OF  
COUNTRY CLUB VILLAGE OWNERS' ASSOCIATION, INC.**

We, the undersigned natural persons acting as incorporators of a corporation under the Alabama Non-Profit Corporation Act, Section 10-3A-1, et seq. Code of Alabama, adopt the following Articles of Incorporation for such corporation:

**ARTICLE I**

**NAME**

The name of the corporation shall be County Club Village Owners' Association, Inc., a non-profit corporation (the "Association").

**ARTICLE II**

**PERIOD OF DURATION**

The period of its duration is perpetual, unless and until hereafter lawfully dissolved.

**ARTICLE III**

**PURPOSE AND POWERS**

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed is to provide for the maintenance, preservation and architectural control of the Single Family Residences and the Beautification Easement Areas within that certain Project known as Country Club Village Subdivision, and to promote the health, safety and welfare of the users of said Project, and for these purposes, the Association shall have the following powers:

1. The Association shall have all of the powers now conferred or which may be hereafter conferred on a non-profit corporation under the laws of the State of Alabama which are not in conflict with the terms of these Articles.

(a) To estimate the amount of the annual budget and to make and collect assessments against Lot owners in the Project, to defray the costs, expenses and losses of the Project.

(b) To use the proceeds of assessments in the exercise of its powers and duties.

Howard Brown PLLC, Suite 510  
35209  
4th Floor  
1000 Peachtree Street, N.E.  
Atlanta, Georgia 30309

- (c) To maintain, repair, replace, sanitize and operate the Project.
- (d) To purchase insurance upon the Project and insurance for the protection of the Association and its members, including fidelity bond coverage for all persons having access to the funds of the Association.
- (e) To make and amend reasonable Rules and Regulations respecting the use of the Project.
- (f) To reconstruct improvements after casualty and to further improve the Project.
- (g) To contract for the management of the Project as provided for in the Declaration and to delegate to such managing agent all powers and duties of the Association except such as are specifically required by the Declaration to have approval of the Board of Directors or the membership of the Association.
- (h) To employ personnel to perform the services required for proper operation of the Project.
- (i) To make such distributions of any profit, surplus or reserve funds of the Association to the members of the Association at such times and in such manner, and to do such other acts, as may be required to comply with the provisions of Section 501(c)(4) 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 for non-profit organizations.
- (j) To retain legal counsel.
- (k) To sue and be sued with respect to all matters applicable to the Project.
- (l) Impose against owners of Lots charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of the declaration, bylaws, and rules and regulations of the Association.
- (m) Provide for the indemnification of its officers and board and maintain directors' and officers' liability insurance.
- (n) Exercise all other powers that may be exercised in this state by legal entities of the same type as the Association.
- (o) Exercise any other powers necessary and proper for the governance and operation of the Association.

2. All funds and the title to all properties acquired by the Association and the proceeds thereof shall be paid in trust for members of the Association in accordance with the provisions of the Declaration, these Articles and the Bylaws.

## **ARTICLE IV**

### **MEMBERSHIP**

This Association shall issue no shares of stock of any kind or nature whatsoever. Each person or entity who is the sole record owner of a fee or undivided fee interest in any Lot in the Project, shall be a member of the Association. There shall be one member of the Association for each Lot of the Project. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. The members shall enjoy such qualifications, rights and voting rights as may be fixed in the Bylaws of the Association.

## **ARTICLE V**

### **REGISTERED AGENT**

The address of the initial registered office of the Association is 200 Union Hill Drive, Birmingham, Alabama 35209, and the name of the initial registered agent at such address is - Thomas H. Brigham, Jr.

## **ARTICLE VI**

### **BOARD OF DIRECTORS**

The number of Directors constituting the initial Board of Directors of the Association is three (3), and the names and addresses and term of the persons who are to serve as the initial Directors are:

Thomas H. Brigham, Jr.  
200 Union Hill Drive  
Birmingham, Alabama 35209

Craig S. Beatty  
200 Union Hill Drive  
Birmingham, Alabama 35209

Deborah Chilton  
200 Union Hill Drive  
Birmingham, Alabama 35209

**ARTICLE VII**  
**INCORPORATOR**

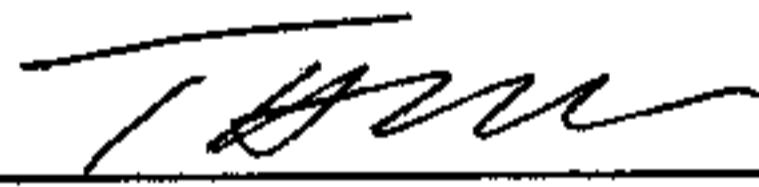
The name and address of the initial incorporator of the corporation is as follows:

Thomas H. Brigham, Jr.  
200 Union Hill Drive  
Birmingham, Alabama 35209

**ARTICLE VIII**  
**DISSOLUTION**

The corporation is not organized for pecuniary profit and no part of its net earning shall inure to the benefit of any member, Director or individual. The corporation shall be dissolved upon the termination of the Project in the manner provided in the as a neighborhood of Single Family Residences, and dissolution in the manner provided by the Laws of Alabama. Upon dissolution of the corporation, the assets of the corporation, if any, and all money received by the corporation from its operations, after the payment in full of all debts and obligations of the corporation of whatsoever kind and nature, shall be used and distributed as then allowed by law.

**IN WITNESS WHEREOF**, the incorporator thereto has hereunto set his hand and seal, this the 21st day of May, 1992, in Jefferson County, Alabama.

  
**THOMAS H. BRIGHAM, JR.**

STATE OF ALABAMA )  
                      )  
JEFFERSON COUNTY   )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **THOMAS H. BRIGHAM, JR.**, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal, this 21<sup>st</sup> day of May, 1992.

[NOTARIAL SEAL]

Dorothy H. Campbell  
Notary Public

My Commission Expires: 5-9-95

## State of Alabama

County

SHELBY

CERTIFICATE OF INCORPORATION

OF

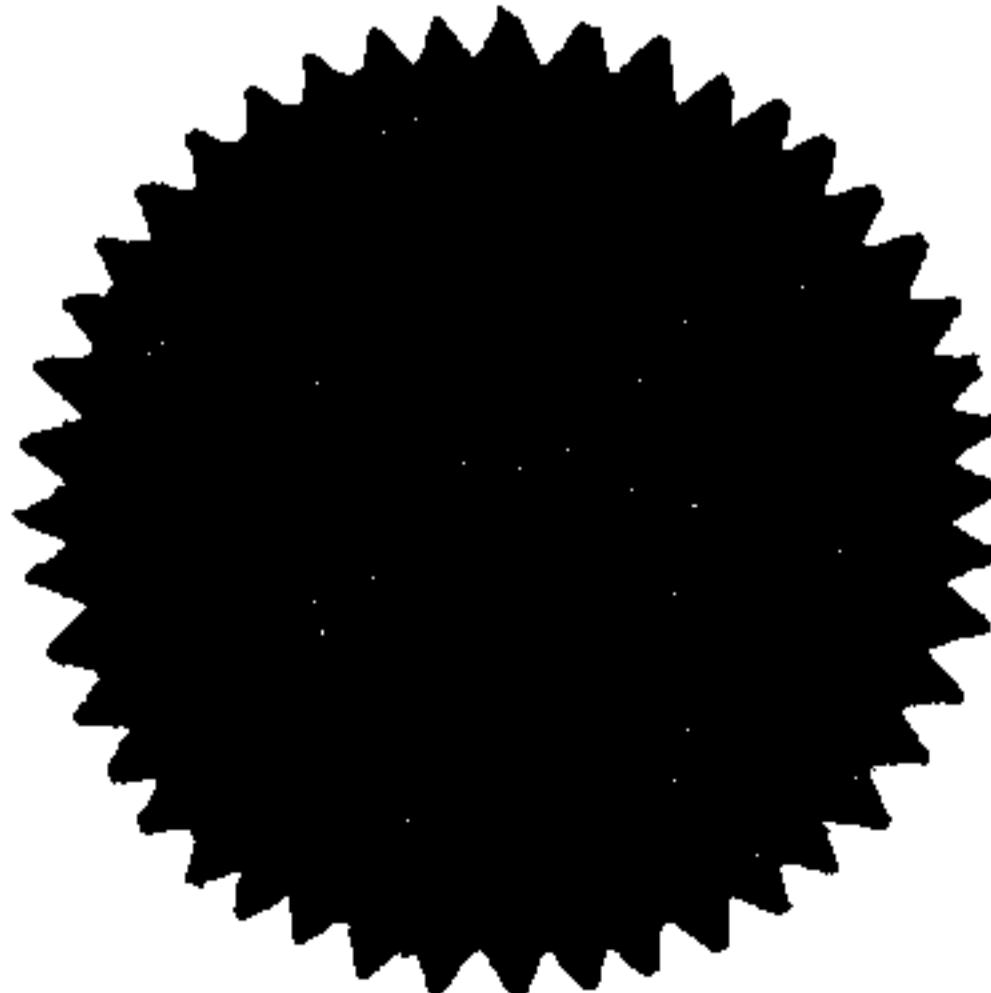
COUNTRY CLUB VILLAGE OWNERS' ASSOCIATION, INC.

The undersigned, as Judge of Probate of SHELBY County, State of Alabama, hereby certifies that duplicate originals of Articles of INCORPORATION of COUNTRY CLUB VILLAGE OWNERS' ASSOCIATION, INC., duly signed and verified pursuant to the provisions of Section 10-3A-1 of the Alabama Business Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as such Judge of Probate, and by virtue of the authority vested in him by law, hereby issues this Certificate of INCORPORATION of COUNTRY CLUB VILLAGE OWNERS' ASSOCIATION, INC., and attaches hereto a duplicate original of the Articles of INCORPORATION.

GIVEN Under My Hand and Official Seal on this the 28th day of

MAY, 19 92.

  
*Thomas A. Snowdon Jr.*

Judge of Probate

Inst # 1992-09583  
05/28/1992-09583  
02:19 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
006 MCD 48.00