

This instrument was prepared by:

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**ARTICLES OF INCORPORATION
OF
BEAUMONT VILLAGE ASSOCIATION, INC.**

The undersigned, acting as incorporator of a non-profit corporation under the Alabama Nonprofit Corporation Act, Code of Alabama 1975 §§ 10-3A-1 et seq. (the "Act"), adopts the following Articles of Incorporation for such corporation:

FIRST: The name of the corporation shall be **BEAUMONT VILLAGE ASSOCIATION, INC.**, hereinafter referred to as the "Association."

SECOND: The period of its duration is perpetual.

THIRD: This Association is not organized for profit and the purpose for which the Association is organized is to provide an entity pursuant to the Alabama Uniform Condominium Act of 1991, Code of Alabama 1975 §§ 35-8A-101 et seq., for the operation, management, maintenance, control and administration of Beaumont Village Condominium, located in Hoover, Shelby County, Alabama (the "Condominium").

FOURTH: The powers of the Association shall include and be governed by the following provisions:

A. The Association shall have all the common law and statutory powers of a nonprofit corporation and the powers designated under the Alabama Uniform Condominium Act of 1991 which are not in conflict with the terms of these Articles or the Declaration of Condominium of Beaumont Village Condominium (the "Declaration") as they may be amended from time to time, including, but not limited to, the following (capitalized terms shall have the meaning as set forth in the Declaration):

1. To acquire, hold, lease, mortgage or convey real, personal or mixed property wherever situated, including without limitation, Units in the Condominium.

2. To make and collect assessments against the Members as provided in the Declaration to defray the costs, expenses and losses of the Condominium or any other business enterprise, venture or property interest of the Association, and to use the proceeds of the assessments in the exercise of the powers and duties herein provided.

3. To borrow funds to pay for such expenditures as may be authorized by the provisions of the Declaration and to assign as security for said loan rights to future income of the Association through assessments.

4. To maintain, repair, replace, clean, sanitize and operate the Condominium Property or the property of the Association.

5. To purchase insurance for the protection of the Condominium, the Board of Directors, the Association and its Members.

6. To make and amend reasonable Rules and Regulations respecting the use of the Condominium Property or the property of the Association.

7. To lease or grant easements or licenses for use of the Common Elements of the Condominium in a manner not inconsistent with the rights of Owners of Units in the Condominium.

8. To enforce by legal means the provisions of the Alabama Uniform Condominium Act of 1991, the Declaration, the Articles, the Bylaws and the Rules and Regulations of the Association for the use of the Condominium Property.

9. To contract for the management of the Condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required to be performed by the Association.

B. The objects and purposes set forth in Article Third of these Articles shall be construed as powers as well as objects and purposes, and the Association shall have and may exercise such powers as if such powers were set forth in full herein.

C. The Association shall have and may exercise all powers as shall enable it to do each and every thing necessary, suitable, convenient, expedient or proper for the accomplishment of any or all purposes and the attainment of any or all objects set forth in Article Third.

D. The Association shall have and may exercise all powers set forth in any other Article of these Articles of Incorporation.

E. All funds and title of properties acquired by the Association and the proceeds therefrom shall be held in trust for the Members in accordance with the provisions of the Declaration and Bylaws of the Association.

FIFTH: The Members of the Association shall consist of all of the record Owners of Units in the Condominium, and after termination of the Condominium, shall consist of those who are Members at the time of such termination and their heirs, successors and assigns. Membership in the Association shall be evidenced by a deed or other instrument establishing a record title to a Unit in the Condominium recorded in the Probate Office of Shelby County, Alabama. Upon such recordation, the Owner of the Unit designated by such instrument shall become a Member of the Association and the Membership of the prior Owner shall be terminated. 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 Unit. The exact number of votes to be cast by Owner(s) of a Unit and the manner of exercising voting rights shall be determined by the Declaration and the Bylaws of the Association.

SIXTH: The affairs of the Association shall be managed by a Board of Directors consisting of the number of directors as shall be determined by the Bylaws; provided, however, that the Board of Directors shall consist of not less than three (3) Directors, and not more than seven (7), and in the absence of a provision in the Bylaws shall consist of three (3) Directors. Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by the Bylaws. Vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

Notwithstanding the provisions set forth in this Article Six, Beaumont Village, LLC, an Alabama limited liability company (the "Developer"), its successors and assigns, shall elect the Members of the Board of Directors of the Association, and in the event of vacancies, the Developer shall fill vacancies, until such time as either (a) sixty (60) days have elapsed since 75% of the total number Units which may be created in the Condominium have been conveyed to purchasers of Units other than Developer; (b) two years have elapsed from the exercise of any development right to add additional Units to the Condominium; (c) two years have lapsed since Developer has ceased to offer Units for sale in the ordinary course of business; or (d) the Developer elects, at its option, to terminate control of the Association, whichever first occurs. Not later than ninety (90) days after conveyance of 25% of the Units which may be created, the Unit Owners other than Developer shall be entitled to elect 25% of the Members of the Board. Not later than ninety (90) days after conveyance of 50% of the Units which may be created to Unit Owners other than Developer, not less than 33 1/3% of the Members of the Board may be elected by the Unit Owners. The Developer shall be entitled to elect at least one Member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least one Unit in the Condominium. Within sixty (60) days before the date of termination of control of the Association by the Developer, the Board of Directors shall call and give not less than ten (10) nor more than thirty (30) days notice of a special meeting of the Membership for the purpose of electing the Members of the Board of Directors.

The initial Board of Directors shall have three (3) Directors. The names and addresses of the Members of the Board of Directors who shall hold office until their successors are elected and have qualified, or until such Directors are removed, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Brookstone Partners, LLC	P.O. Box 380683 Hoover, Alabama 35238
John Lee III	1200 Corporate Drive, Suite 150 Birmingham, Alabama 35242
John McRoberts	1200 Corporate Drive, Suite 150 Birmingham, Alabama 35242

Any director may be removed, either with or without cause, at any time, by a two-thirds vote of all persons present in person and entitled to vote at a meeting of the Unit Owners at which a quorum is present, other than a Member appointed by Developer and the vacancy in the Board caused by any such removal may be filled by the Members at such meeting or at any

subsequent meeting in the manner prescribed in the Bylaws for the filling of vacancies on the Board.

SEVENTH: The address of the Association's initial registered office is 3613 Wyngate Lane, Hoover, Alabama 35242 and the name of its initial registered agent is Mike S. Whitcomb.

EIGHTH: The Association shall have the right to indemnify each person who shall serve as a director, officer, employee, or agent of the Association, or shall serve at the request of the Association in a similar capacity with another corporation, joint venture, trust, or other enterprise, to the extent to which this Association is granted the power to so indemnify such persons by any and every statute of the State of Alabama or act of the Legislature of the State of Alabama.

NINTH: No contract or other transaction between the Association and 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 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 of, 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, 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 at 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 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 is also a director of such affiliated corporation.

TENTH: Upon the dissolution of the Association, the assets of the Association shall be distributed to the Members in the same manner as provided in the Declaration for the distribution of the property subject thereto upon termination of the Condominium to the extent that such distribution is not inconsistent with the provisions of the Act.

ELEVENTH: The Association reserves the right to amend, alter, change or repeal any provision contained in these Articles in the manner now or hereafter provided by law, and all rights conferred upon officers and directors herein are granted subject to this reservation.



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TWELFTH: The name and address of the incorporator is:

Melinda M. Eubanks
3400 Wachovia Tower
420 North 20th Street
Birmingham, Alabama 35203

WHEREFORE, this incorporator files the Articles of Incorporation and tenders to the Probate Judge of Shelby County, Alabama, the lawful fees and charges, and prays that these Articles may be examined and approved, and that the Association may be deemed to be incorporated for the purposes herein set out.

IN WITNESS WHEREOF, the undersigned incorporator has hereunto subscribed his signature to these Articles of Incorporation this 28th day of March, 2008.

Melinda M. Eubanks

Melinda M. Eubanks
Incorporator



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State of Alabama
Shelby County

Certificate of Corporation

Of

BEAUMONT VILLAGE ASSOCIATION, INC.

The undersigned, as Judge of Probate of Shelby County, State of Alabama, hereby certifies that duplicate originals of Articles of Incorporation of **BEAUMONT VILLAGE ASSOCIATION, INC.** duly signed and verified pursuant to the provisions of Section Non Profit 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 **BEAUMONT VILLAGE 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
March, 2008

James W. Fuhrmeister
Judge of Probate

