

ARTICLES OF INCORPORATION  
OF  
WILLOW BRANCH HOMEOWNERS' ASSOCIATION, INC.

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

FIRST: The name of the corporation shall be Willow Branch Homeowners' Association, Inc. (hereinafter referred to as "Association").

SECOND: The period of duration of the Association is perpetual.

THIRD: The specific and primary purpose for which the Association is formed is to enforce the provisions of and exercise the rights under that certain Declaration of Protective Covenants, Conditions and Restrictions for Willow Branch, a Residential Subdivision (the "Declaration") to be executed by Willow Lake First Sector, LLC, an Alabama limited liability company, as the "Developer" thereunder and to be recorded to in the Office of the Judge of Probate of Shelby County, Alabama, burdening certain real property located in Shelby County, Alabama more particularly described therein as the "Property," together with any "Additional Property" which is hereafter subjected to the Declaration as provided in the Declaration (such Property and Additional Property being collectively referred to herein as the "Property" and being more particularly described on Exhibit A attached hereto). Within the scope of the foregoing purposes, and not by way of limitation thereof, the general purposes and powers for which the Association is organized are:

1. To promote the common good, health, safety, and general welfare of the residents within the property covered by the Declaration;
2. To provide for the efficient preservation of the appearance, value and amenities of the Property;
3. To own and maintain, repair and replace the general and/or Common Areas (as such term is defined in the Declaration) of the Property including structures, landscaping and other improvements in and benefiting the Property for which the obligation to maintain has been delegated and accepted;
4. To control the specifications, architecture, design, appearance, elevation and landscaping of all improvements and structures of any kind, including, without limitation, buildings, fences, walls, signs, lighting systems, site paving, grading, screen enclosures, sewers, drains, landscaping, landscape devices or objects and/or other structures constructed, placed or permitted to remain on the Property, as well as any alteration, improvement, addition and/or change therein, thereof or thereto, all in accordance with the Declaration;
5. To provide, purchase, acquire, own, replace, improve, maintain and/or repair such real property, buildings, structures, street lights, landscaping, paving or other improvements in and/or benefiting the Property for which the obligation to so maintain and repair has been, or may be, delegated to, and accepted by, the Association;

6. To provide services, the responsibility for which has been, or may be, delegated to, and accepted by, the Association;
7. To operate without profit for the sole and exclusive benefit of its members; and
8. To perform any and all other functions contemplated of the Association or otherwise undertaken by its Board of Directors in accordance with the Declaration.

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

A. The Association shall have all of the common law and statutory powers, authority and privileges generally granted to nonprofit corporations under the laws of the State of Alabama. The Association shall have such additional powers as are reasonably necessary or appropriate to implement and effectuate the purposes of the Association and as are not inconsistent with these Articles, the Bylaws of the Association ("Bylaws"), and the Declaration, as each of them may from time-to-time be amended, including, without limitation:

1. To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Association pursuant to the Declaration, these Articles, the Bylaws, or any rules and regulations adopted pursuant thereto, and to enforce the provisions thereof;
2. To maintain, repair, replace, operate and manage the Common Areas, and such other parts or parcels of the Property or other property adjacent thereto as may be delegated to, and accepted by, the Association, including the right to make further improvements to the Common Areas or such other property;
3. To acquire (by purchase, grant or otherwise), annex and merge, 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. To promulgate, amend and enforce rules, regulations, the Bylaws, covenants, restrictions and agreements in connection with and to effectuate the affairs and purposes of the Association and to enforce by legal means the provisions of these Articles or the Declaration;
5. To fix, levy, collect and enforce payment of all Assessments or charges to be levied against Lots (as defined in the Declaration) within the Property pursuant to the terms of the Declaration and Bylaws, and to defray all costs and expenses in connection therewith, as well as the costs and expenses of effectuating the objects and purposes of the Association, and to create reasonable reserves for such costs and expenses;
6. Subject to the provisions of these Articles and the Bylaws, to borrow money, and, from time to time, to make, accept, endorse, execute and issue debentures, promissory notes or other obligations of the Association for monies borrowed, in payment of property acquired, or for any of the other purposes of the Association, and to secure the repayment of any such obligation by mortgage, pledge or other instrument of trust, or by lien upon, assignment of, or agreement in regard to, all or any part of the property, rights or privileges of the Association, wherever situated;
7. To pay taxes and other charges, if any, on or against any property, if any, owned by the Association;

8. To employ such personnel or to enter into, make, perform or carry out contracts with others to effectuate the aforesaid purposes with any person, firm, corporation, association or other entity and so contract for the management of the Association and to delegate to such contractors all powers and duties of the Association;

9. To delegate power or powers where such is deemed to be in the interest of the Association; and

10. To purchase insurance for the protection of the Association, its officers, directors or members.

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

C. The foregoing statement of purposes shall be construed as a statement both of purposes and of powers, and the purposes and powers in each clause shall not be limited or restricted by reference to or inference from the terms or provisions of any other clause, but shall be broadly construed as independent purposes and powers.

D. Notwithstanding any of the above statements of purposes and powers, neither the Board of Directions nor any officer of the Association shall have the authority to borrow funds in order to pay for any required expenditure or outlay or to mortgage, pledge, or hypothecate any or all of the real or personal property of the Association without the approval of the members of the Association in the manner provided under the Bylaws and the Declaration.

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 the Articles and Bylaws of the Association.

FIFTH: The Members of the Association shall consist of all Owners (as defined in the Declaration), and the membership shall be appurtenant to, and may not be separated from, ownership of any Lot (as defined in the Declaration). Membership shall attach automatically upon the acceptance of delivery of the instrument of transfer of such ownership interest, provided that such instrument is promptly recorded in the Office of the Judge of Probate of Shelby County, Alabama. Membership shall terminate automatically upon the tendering of delivery of an instrument of transfer of such ownership interest (provided such tender is accepted) or upon such ownership interest being divested in some other manner.

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 directors, and in the absence of a provision in the Bylaws shall consist of three 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 Sixth, Willow Lake First Sector, LLC, its successors and assigns, (the "Developer") 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 Control Period (as defined in the Declaration) has expired. Within sixty (60) days after the date of termination of the Control Period, 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>
1.	Wayne J. Scotch	110 Scotch Drive, Suite 101, Birmingham, Alabama 35242
2.	Joe A. Scotch, Jr.	110 Scotch Drive, Suite 101, Birmingham, Alabama 35242
3.	Patricia S. Clemmer	110 Scotch Drive, Suite 101, Birmingham, Alabama 35242

Any director may be removed, either with or without cause, at any time, by the affirmative vote of a majority of the members at a meeting called for that purpose, and the vacancy in the Board caused by any such removal may be filled by the Developer until such time as all Lots have been sold to Owners other than Developer and in that event 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 110 Scotch Drive, Suite 101, Birmingham, Alabama 35242, and the name of its initial registered agent is Joe A. Scotch, Jr., with the same address.

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:

A. The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the entire Membership. Upon dissolution of the Association, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

1. Real property contributed to the Association without the receipt of other than nominal consideration by Developer (or its predecessor in interest) shall be returned

to Developer, unless it refuses to accept the conveyance (in whole or in person).

2. Remaining assets shall be distributed among the members, subject to the limitations set forth below, as tenants in common, each members' share of the assets to be determined in accordance with its voting rights.

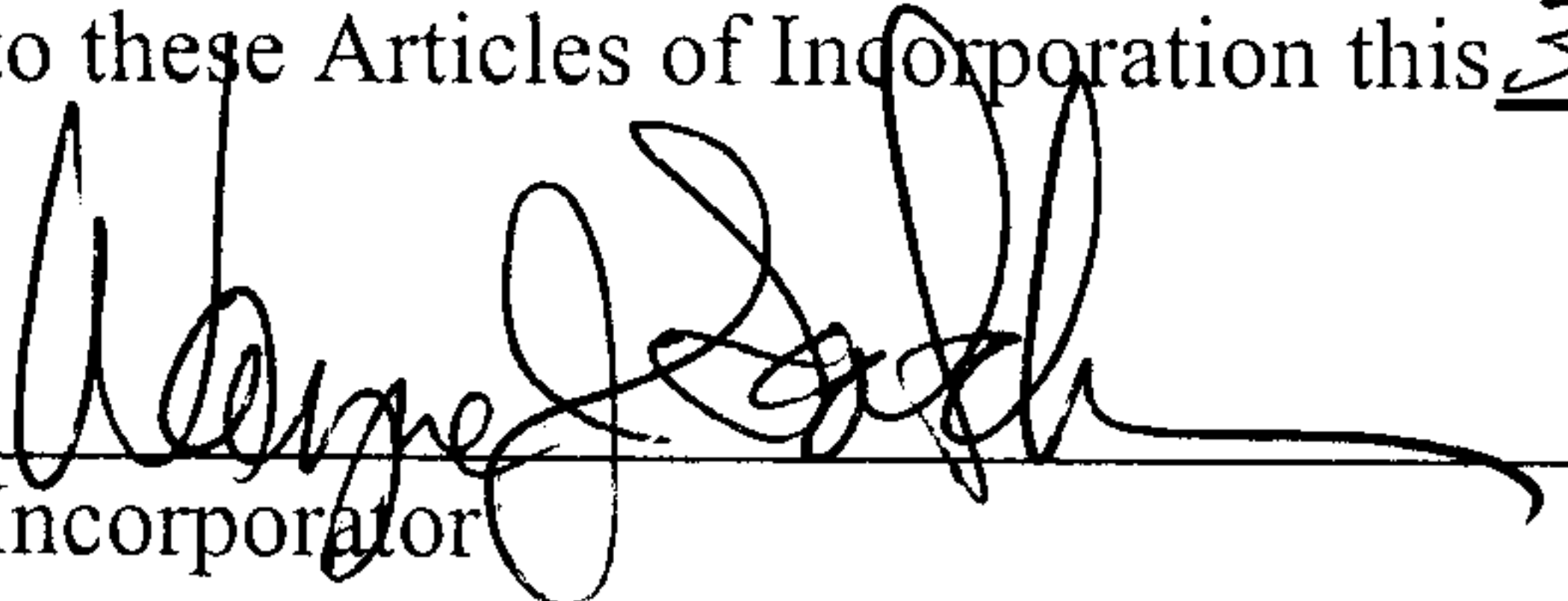
TENTH: The Association reserves the right to amend, alter, change or repeal any provision contained in these Articles in the manner now or hereafter provided by law, and all rights conferred upon officers and directors herein are granted subject to this reservation, provided, however that such amendment, alteration, change, or repeal shall have received the assent of not less than two-thirds (2/3) of the entire Membership.

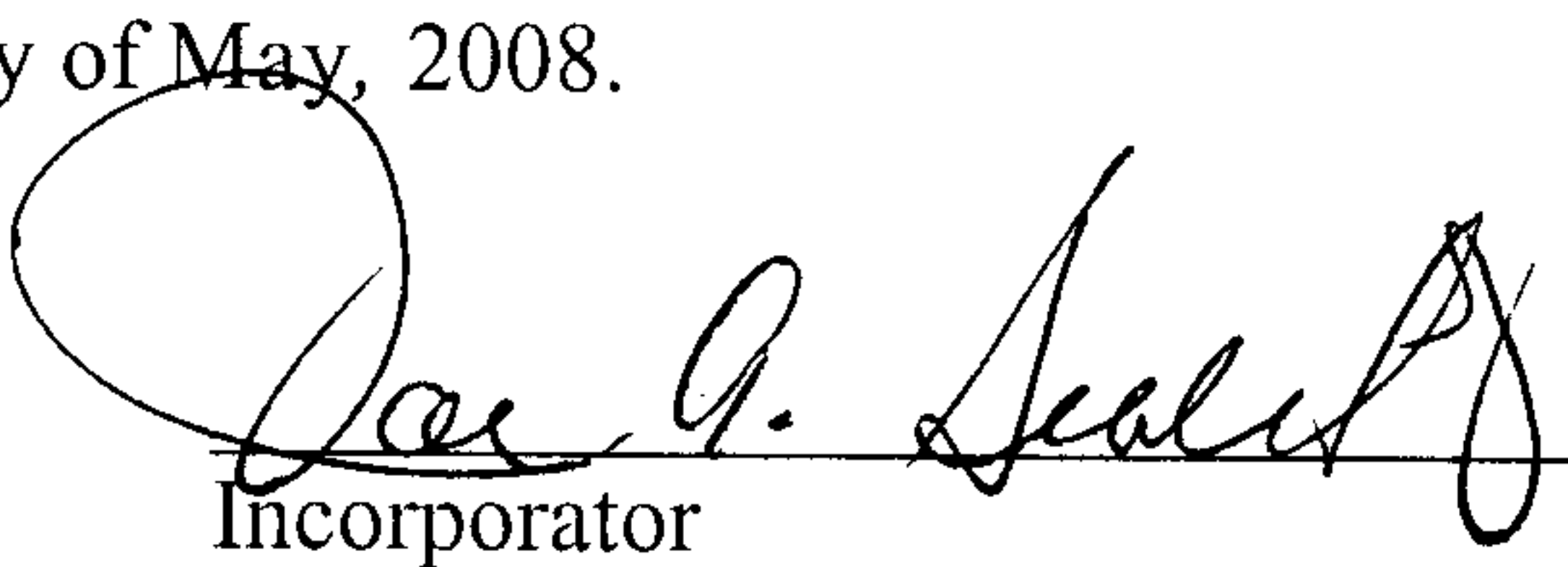
ELEVENTH: The name and address of each incorporator is:

	<u>NAME</u>	<u>ADDRESS</u>
1.	Wayne J. Scotch	110 Scotch Drive, Suite 101, Birmingham, Alabama 35242
2.	Joe A. Scotch, Jr.	110 Scotch Drive, Suite 101, Birmingham, Alabama 35242

**WHEREFORE,** the incorporator files this, its 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 30<sup>th</sup> day of May, 2008.

  
Incorporator

  
Incorporator

This instrument prepared by:  
Lloyd, Gray & Whitehead, P.C.  
2501 20<sup>th</sup> Place South, Suite 300  
Birmingham, Alabama 35223

  
20080530000218410 5/7 \$50.00  
Shelby Cnty Judge of Probate, AL  
05/30/2008 08:26:08AM FILED/CERT

EXHIBIT A  
LEGAL DESCRIPTION

A parcel of land situated in the Northwest Quarter of Section 32, Township 19 South, Range 4 West, ~~Jefferson~~ County, Alabama, being more particularly described as follows:

~~SHELBY~~



20080530000218410 6/7 \$50.00  
Shelby Cnty Judge of Probate, AL  
05/30/2008 08:26:08AM FILED/CERT

State of Alabama  
Shelby County

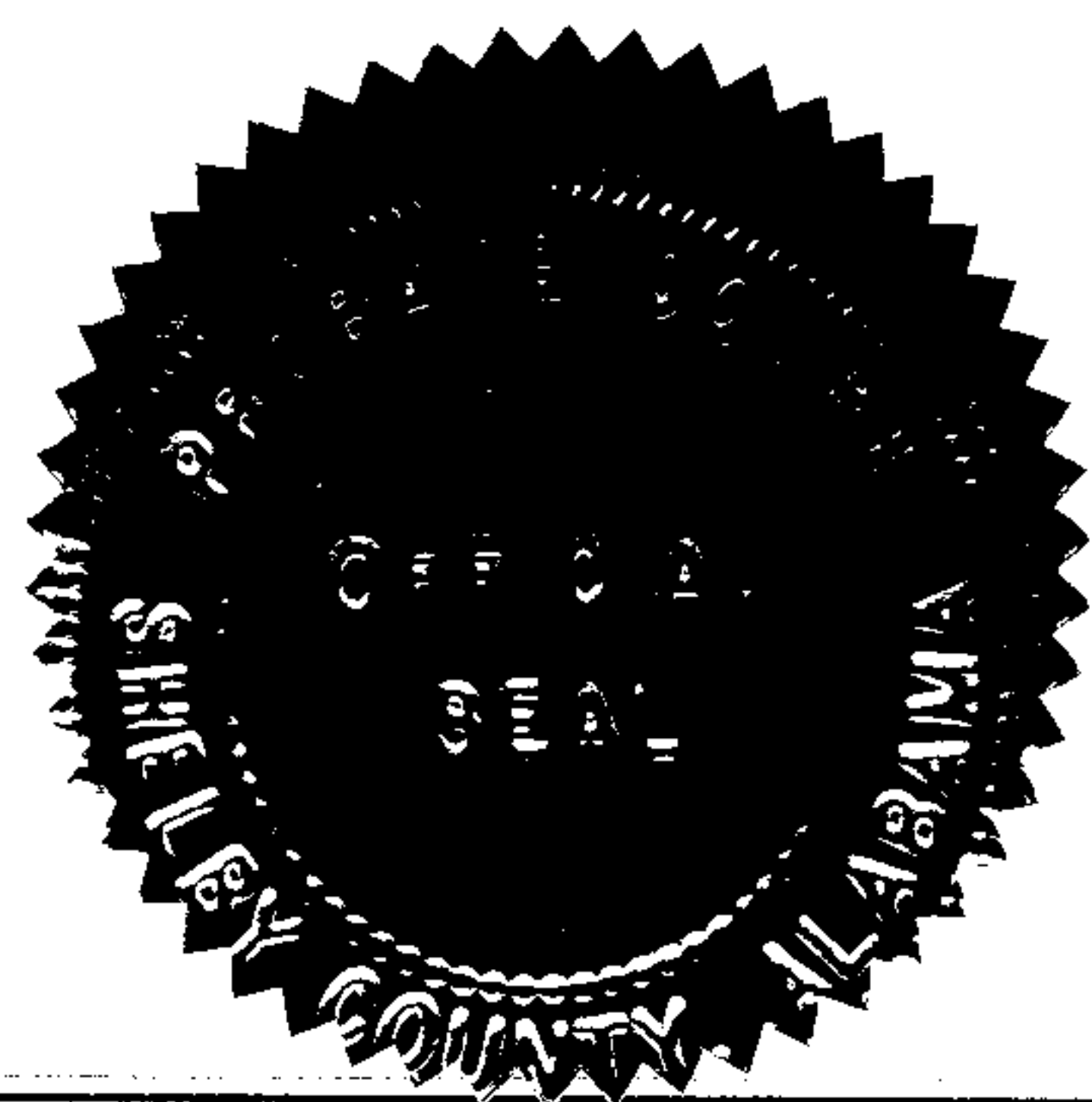
Certificate of Incorporation

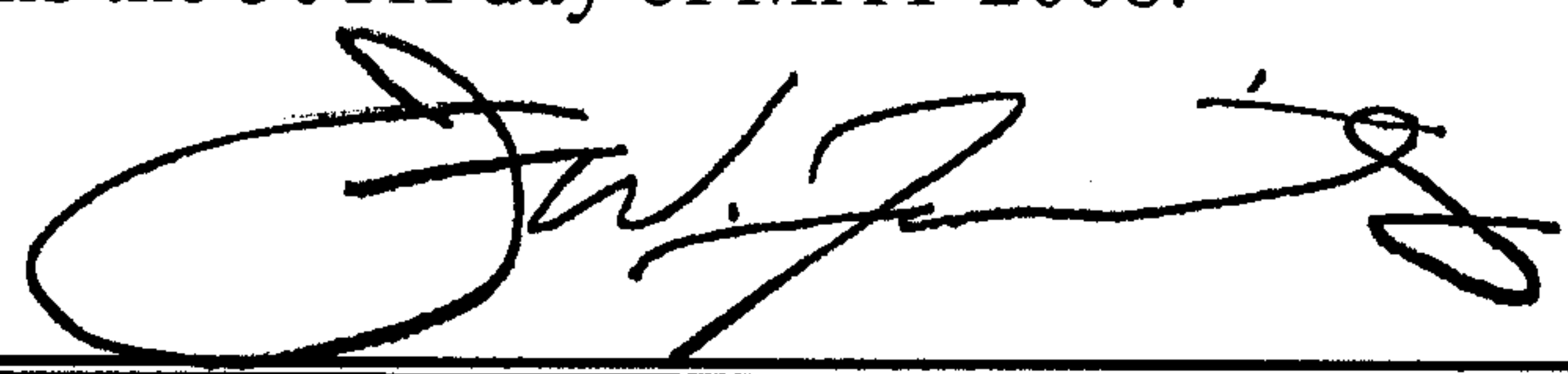
Of  
WILLOW BRANCH HOMEOWNERS' ASSOCIATION, INC

The undersigned, as Judge of Probate of Shelby County, State of Alabama, hereby certifies that duplicate originals of Articles of Incorporation of WILLOW BRANCH HOMEOWNERS' ASSOCIATION, INC., 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 WILLOW BRANCH HOMEOWNERS' ASSOCIATION, INC., and attaches hereto a duplicate original of the Articles of Incorporation.

Given under my hand and Official Seal on  
this the 30TH day of MAY 2008.



  
CCB

James W. Fuhrmeister  
Judge of Probate

  
20080530000218410 7/7 \$50.00  
Shelby Cnty Judge of Probate, AL  
05/30/2008 08:26:08AM FILED/CERT