

STATE OF ALABAMA)
COUNTY OF SHELBY)


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Shelby Cnty Judge of Probate, AL
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**ARTICLES OF INCORPORATION
OF
THE LOFTS AT EDENTON CONDOMINIUM ASSOCIATION, INC.**

The undersigned, for the purpose of forming a corporation pursuant to the provisions of the Alabama Nonprofit Corporation Act, Sections 10-3A-1, *et seq.*, Code of Alabama (1975) (the “Non-Profit Corporation Act”) and the Alabama Uniform Condominium Act of 1991, Sections 35-8A-101, *et seq.*, Code of Alabama (1975) (the “Condominium Act,” and together with the Non-Profit Corporation Act, the “Acts”), hereby adopt the following Articles of Incorporation and certify as follows:

1. **NAME.** The name of the corporation is “The Lofts at Edenton Condominium Association, Inc.” (the “Association”).
2. **DURATION.** The period of duration of the Association shall be perpetual.
3. **PURPOSES.** The Association is organized for the purpose of administering, maintaining and operating the condominium known as “The Lofts at Edenton, A Condominium” (the “Condominium”) located in Shelby County, Alabama, according to the Declaration of The Lofts at Edenton, A Condominium (the “Declaration”) recorded or to be recorded in the Office of the Judge of Probate of Shelby County, Alabama, and to do all things incident, necessary, convenient, expedient, ancillary or in aid of the accomplishment of the foregoing. Capitalized terms not otherwise specifically defined herein shall have the same meanings given to them in the Declaration.
4. **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 authorities vested in the Association by the Acts, the Declaration and these Articles of Incorporation, including, without limitation, the following:
 - (a) Adopt and amend Bylaws and rules and regulations applicable to the Condominium;
 - (b) Adopt and amend budgets for revenues, expenditures and reserves and impose and collect Assessments from Unit Owners;
 - (c) Hire and discharge a Managing Agent and other employees, agents and independent contractors;
 - (d) Institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Unit Owners on any matters affecting the Condominium;

- (e) Make contracts and incur liabilities;
- (f) Regulate the use, maintenance, repair, replacement and modification of Common Elements and Limited Common Elements of the Condominium;
- (g) Cause additional improvements to be made as part of the Common Elements and Limited Common Elements of the Condominium;
- (h) Acquire, hold, encumber and convey in its own name any right, title or interest to real or personal property, subject to the terms and provisions of § 35-8A-312 of the Condominium Act;
- (i) Grant easements, encroachments, leases, licenses and concessions through or over the Common Elements and Limited Common Elements of the Condominium;
- (j) Impose and receive any and all Assessments and any other payments, fees, fines or other charges authorized pursuant to the Declaration or by applicable law;
- (k) Impose late payment charges against any Unit Owner who fails to promptly pay any Assessments when the same are due and payable and, after notice and an opportunity to be heard, levy reasonable fines to the extent any Owner or Occupant violates any of the terms and provisions of the Declaration, the Bylaws or any applicable rules and regulations;
- (l) Impose reasonable charges for the preparation and recordation of amendments to the Declaration, resale certificates required by § 35-8A-409 of the Condominium Act or statements of unpaid Assessments;
- (m) Provide for the indemnification of all officers and members of the Board of Directors of the Association and maintain directors' and officers' liability insurance;
- (n) Assign its right to future income, including the right to receive Common Expense Assessments;
- (o) Exercise any powers conferred by the Declaration, Bylaws and any rules and regulations applicable to the Condominium;
- (p) Exercise all other powers that may be exercised in the State of Alabama by legal entities of the same type as the Association.
- (q) Exercise any other powers necessary and proper for the governance and operation of the Association or the Condominium.

THIS ASSOCIATION DOES NOT CONTEMPLATE PECUNIARY GAIN OR PROFIT FOR THE MEMBERS THEREOF AND THE FUNDS OF THE ASSOCIATION, WHETHER RECEIVED BY GIFT OR OTHERWISE, REGARDLESS OF THE SOURCE THEREOF, SHALL BE EXCLUSIVELY USED IN THE PROMOTION OF THE BUSINESS OF THE

ASSOCIATION, AS THE BOARD OF DIRECTORS MAY FROM TIME TO TIME DETERMINE.

5. **INITIAL REGISTERED OFFICE AND AGENT.** The location and mailing address of the initial registered office of the Association, and the name of its registered agent at such address, are as follows:

JONATHAN BELCHER
3545 MARKET STREET
HOOVER, AL 35226

6. **NONSTOCK AND NONPROFIT STATUS.** The Association shall have no capital stock, is not organized for profit, and does not contemplate pecuniary gain or profit to the Members thereof. No part of the earnings of the Association shall inure to the benefit of any Member, individual, officer or director. The Association does not contemplate the distribution of gain, profits or dividends to the members thereof and is organized solely for nonprofit purposes.

7. **MEMBERS AND VOTING RIGHTS.**

(a) Members. Each Person who is the Owner of any Unit within the Condominium shall be a member of the Association. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of a Unit. As used herein, the term "Member" shall mean an Owner, as defined in the Declaration. Notwithstanding anything provided herein or in the Bylaws to the contrary, during the Declarant Control Period, Declarant shall have the sole and exclusive right to appoint and remove certain members of the Board of Directors of the Association in accordance with the terms and provisions of the Bylaws. The voting rights of any member who has violated the Declaration or who is in default in the payment of any Assessments may be limited and suspended in accordance with the provisions of the Declaration or Bylaws. Any Member whose voting rights in the Association have been suspended shall not, during the period of such suspension, be (i) entitled to vote on any matters submitted to the Members for approval hereunder or under the Declaration or Articles or (ii) counted in determining whether a quorum exists for any meeting of the Members or in determining whether the requisite number of Members have voted on any matter submitted to the Members in a ballot vote pursuant to Section 2.09 of the Bylaws.

(b) Voting Rights of Members. The voting rights of the members of the Association are set forth in the Bylaws. There shall be no cumulative voting by the Members.

8. **DIRECTORS.**

(a) General Provisions. The business and affairs of the Association shall be managed by or under the direction of its Board of Directors (individually a "Director" and collectively, the "Directors"). The Board of Directors shall have all of the powers and duties necessary for the administration of the business and affairs of the Association and may do all acts and things for and on behalf of the Association as may be authorized or allowed under these Articles of Incorporation, the Bylaws, the Declaration, the Acts or otherwise bylaw. Except as



otherwise expressly provided to the contrary in the Declaration, the Bylaws or the Acts, all actions and powers of the Association shall be taken and exercised solely by the Board of Directors.

(b) Number of Directors. The number of Directors of the Association shall at all times be not less than three (3). The Bylaws set forth the manner in which Directors may be appointed, elected and removed, as well as the qualifications for and manner in which nominations for membership on the Board are to be considered.

(c) Initial Directors. The names and addresses of each Person who is to serve as an initial Director of the Association until their successors are elected and qualified are as follows:

JONATHAN BIELCHER
3545 MARKET STREET
HOOVER, AL 35226

KRIS KEDOWN
3545 MARKET STREET
HOOVER, AL 35226

SCOTT ROHLER
3545 MARKET STREET
HOOVER, AL 35226

(d) Conflicts of Interest. No contract or other transaction between the Association and one or more of its Directors or any other corporation, firm, association or entity in which one or more of its Directors are directors, officers or are financially interested, shall be either void or voidable because of such relationship or interest. Any Director of the Association or any corporation, firm, association or entity of which any Director of the Association is a director or officer or is financially interested may be a party to, or may be pecuniarily or otherwise interested in, any contract or transaction of the Association, provided that such relationship or interest in such contract or transaction shall be disclosed or known to the Board of Directors at the meeting of the Board of Directors or a committee thereof which authorizes, approves or ratifies such contract or transaction and, if such fact shall be disclosed or known, any Director so related or interested may be counted in determining whether a quorum at such meeting and may vote on such matter or action with the same force and effect as if he were not so related or interested. Any Director of the Association may vote on 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.

9. **INCORPORATOR.** The name and address of each incorporator of the Association is as follows:

KRIS KEDOWN
3545 MARKET STREET
HOOVER, AL 35226

10. **DISSOLUTION.** The Association shall be dissolved upon the termination of the Condominium in the manner provided in the Declaration and the Condominium Act. Upon dissolution of the Association, the assets of the Association, if any, and all money received by the Association from its operations, after 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 Condominium Act.

11. **POWER OF PRESIDENT AND VICE PRESIDENTS TO EXECUTE DOCUMENTS.** The President and each Vice President of the Association shall each have authority to execute all instruments, documents and contracts on behalf of the Association.

12. **INDEMNIFICATION OF OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS.**

(a) The Association shall indemnify, defend and hold harmless any person who was or is a party or is threatened to be made a party to any threatened, pending or completed claim, action, suit or proceeding, whether civil, criminal, administrative or investigative, including appeals (other than an action by or in the right of the Association), by reason of the fact that such person is or was a director, officer, partner, employee or agent of the Association or is or was serving at the request of the Association as a director, officer, partner, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such claim, action, suit or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Association; and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any claim, action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(b) The Association shall indemnify, defend and hold harmless any person who was or is a party or is threatened to be made a party to any threatened, pending or completed claim, action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that such person is or was a director, officer, employee or agent of the Association or is or was serving at the request of the Association as a director, officer, partner, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association; provided, however, that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for willful, deliberate or wanton misconduct in the performance of his or her duty to the Association unless and only to the extent that the court in such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case,

such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

(c) To the extent that a Director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Paragraphs 12(a) and 12(b) above, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith, notwithstanding that such person has not been successful on any claim, issue or matter in any such action, suit or proceeding.

(d) Any indemnification under Paragraphs 12(a) and 12(b) above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Director, officer, employee or agent of the Association is proper in the circumstances because such person has met the applicable standard of conduct set forth in Paragraphs 12(a) or 12(b) above. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to, or who have been wholly successful on the merits or otherwise with respect to such claim, action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, if a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion, or (iii) by a majority vote of the Members of the Association voting on such matter at an annual or special meeting of the Members or a ballot vote of the Members held, in either case, in accordance with the terms, provisions and requirements of the Bylaws.

(e) Expenses (including attorneys' fees) incurred in defending a civil or criminal claim, action, suit or proceeding may be paid by the Association in advance of the final disposition of such claim, action, suit or proceeding as authorized in the manner provided in Paragraph 12(d) above upon receipt of an undertaking by or on behalf of the Director, officer, employee or agent of the Association to repay such amount if and to the extent that it shall be ultimately determined that such person is not entitled to be indemnified by the Association as authorized in this Paragraph 12.

(f) The indemnification authorized by this Paragraph 12 shall not be deemed exclusive of and shall be in addition to any other right to which those indemnified may be entitled under any statute, rule of law, provisions of these Articles of Incorporation, the Bylaws or any other agreement, vote of Members or disinterested Directors, or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director, officer, employee or agent of the Association and shall inure to the benefit of the heirs, executors and administrators of such a person.

(g) The Association shall have power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Association or is or was serving at the request of the Association as a Director, officer, partner, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity or arising out of

his or her status as such, whether or not the Association would have the power to indemnify such person against such liability under the provisions of this Paragraph 12.

13. **AMENDMENT.** These Articles of Incorporation may be amended at any time and from time to time as provided in the Condominium Act; provided, however, that no amendment shall be in conflict with the Declaration.

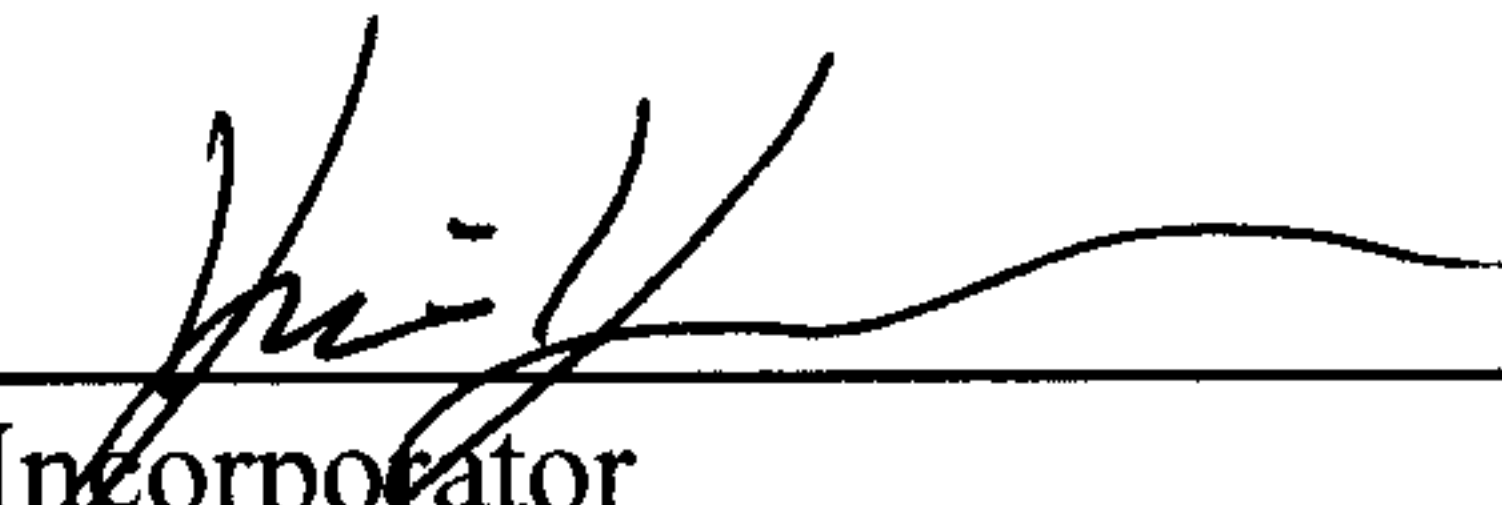
14. **CONTROL.** The Declarant has reserved the right to control the Association as provided in the Declaration.

15. **INCORPORATION BY REFERENCE.** All of the terms, provisions, definitions, covenants and conditions set forth in the Declaration are hereby expressly incorporated herein by reference as if fully set forth herein. In the event of any conflict or ambiguity between the terms, provisions, definitions, covenants and conditions set forth in these Articles of Incorporation and the Declaration, then the provisions of the Declaration shall at all times control.

[signature page to follow]


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IN WITNESS WHEREOF, the undersigned Incorporator has hereunto subscribed his name to these Articles of Incorporation as of the 15th day of ~~BE~~ January, 2010.



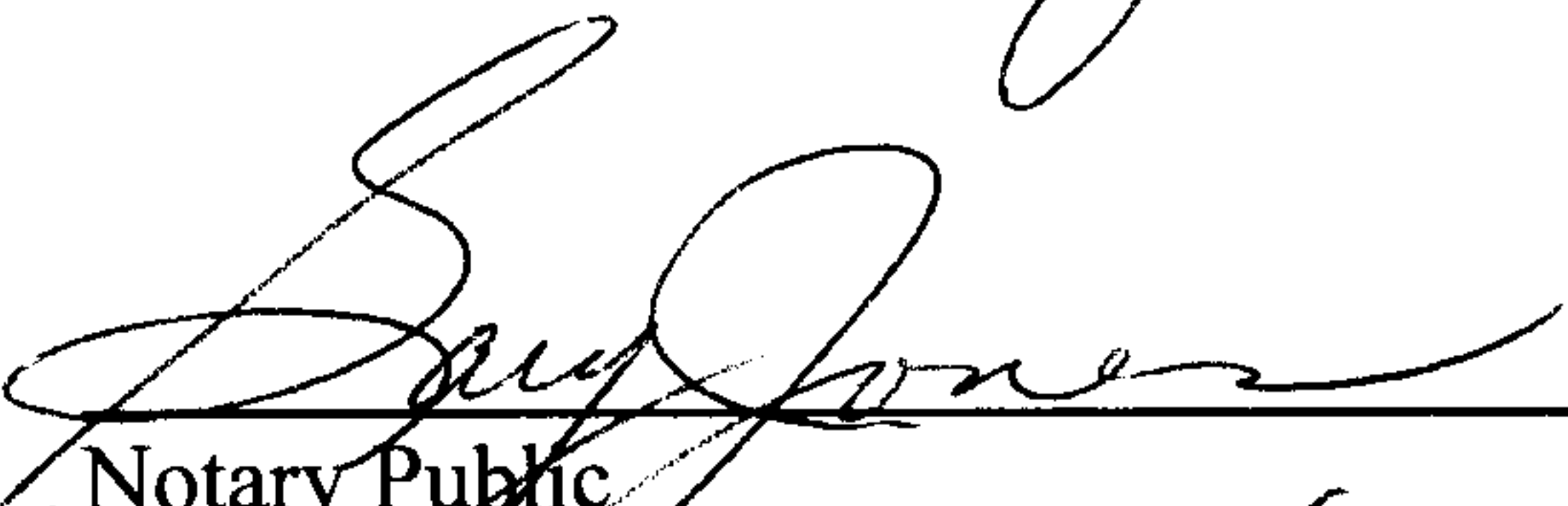
Incorporator

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Kris Kown, whose name 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 said instrument, ___ executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 15th day of January, 2010.



Notary Public
My Commission Expires: 04-22-12

[NOTARIAL SEAL]

This instrument prepared by:

Matthew W. Grill
Maynard, Cooper & Gale, P.C.
1901 Sixth Avenue North
2400 Regions Harbert Plaza
Birmingham, Alabama 35203
205.254.1000


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State of Alabama
Shelby County

Certificate of Corporation

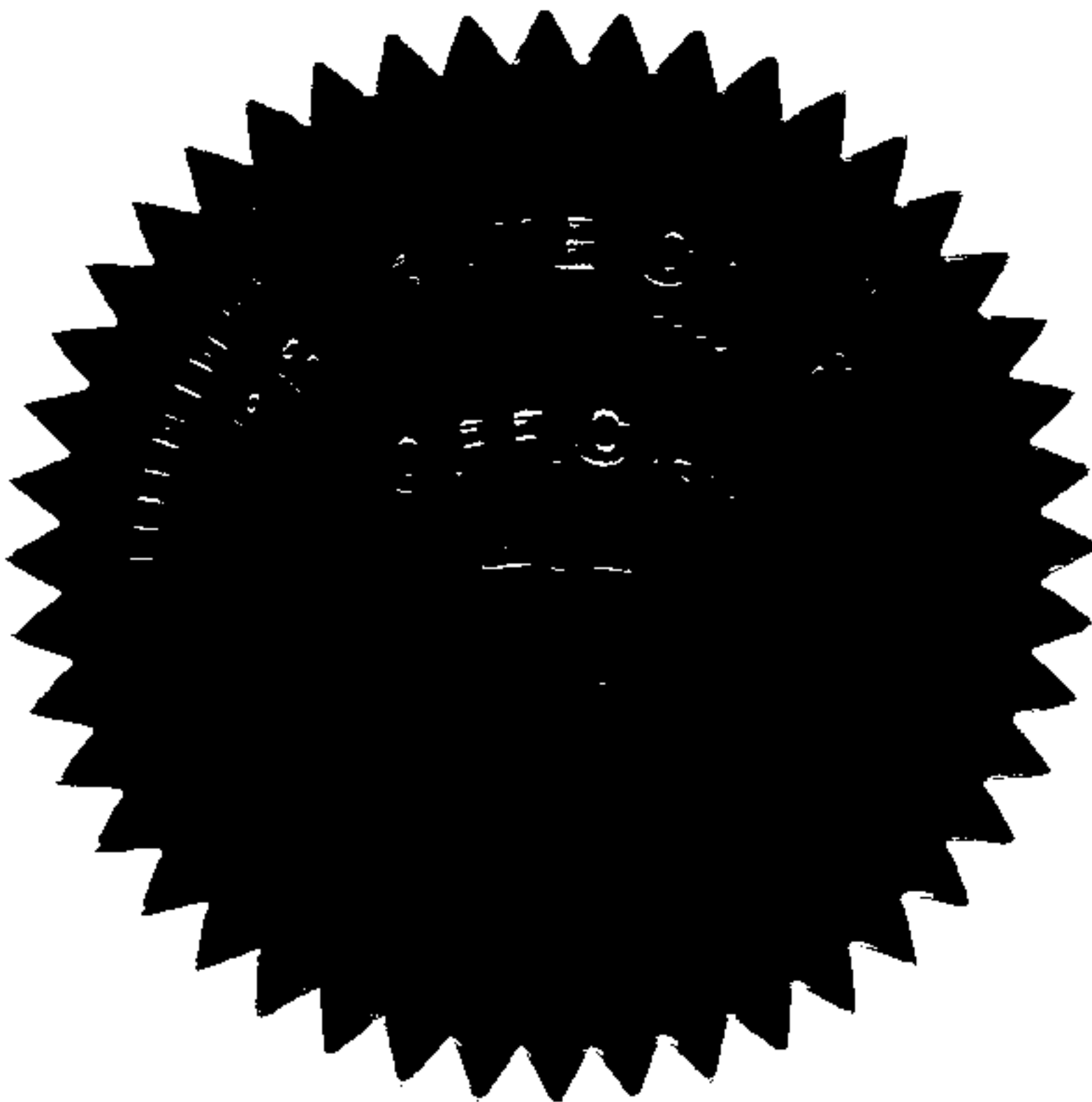
Of

THE LOFTS AT EDENTON CONDOMINIUM ASSOCIATION INC

The undersigned, as Judge of Probate of Shelby County, State of Alabama, hereby certifies that duplicate originals of Articles of Incorporation of **THE LOFTS AT EDENTON CONDOMINIUM 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 **THE LOFTS AT EDENTON CONDOMINIUM ASSOCIATION INC** and attaches hereto a duplicate original of the Articles of Incorporation.

Given under my hand and Official Seal on
this the 15th day of January, 2010



James W. Fuhrmeister
Judge of Probate



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Shelby Cnty Judge of Probate, AL
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