

STATE OF ALABAMA )

COUNTY OF SHELBY )

**RESTATED  
ARTICLES OF INCORPORATION  
OF  
THE LOFTS AT EDENTON CONDOMINIUM ASSOCIATION, INC.**

The Lofts at Edenton Condominium Association, Inc. (the "Association"), a nonprofit corporation under the Alabama Nonprofit Corporation Act, Sections 10-3A-1 et seq., Code of Alabama (1975) (the "Non-Profit Corporation Act") was properly incorporated pursuant to the Articles of Incorporation of the Association filed on January 15, 2010, in Shelby County, Alabama. The Association hereby restates the Articles of Incorporation as set forth below.

**WHEREAS**, the Association currently has no Members;

**WHEREAS**, the Board of Directors of the Association desires to restate the Articles of Incorporation of the Association;

**WHEREAS**, pursuant to §10-3A-84(a)(4) of the Alabama Nonprofit Corporation Act, if there are no Members of the Association, the restated articles shall be adopted at a meeting of the Board of Directors upon receiving the affirmative vote of a majority of the directors in office;

**WHEREAS**, by unanimous consent the Board of Directors has duly adopted and approved the Restated Articles of Incorporation, and the rRestated Articles of Incorporation supersede the original Articles of Incorporation and any amendments thereto.

**NOW, THEREFORE**, the undersigned members of the Board of Directors, desiring to restate the Articles of Incorporation of The Lofts at Edenton Condominium Association, Inc., do hereby restate the Articles of Incorporation of the Association and certify as follows:

1. **Restated Articles.** These Restated Articles of Incorporation (i) correctly set forth the provisions of the Articles of Incorporation of the Association as heretofore amended, (ii) have been duly adopted as required by law, and (iii) supersede the original Articles of Incorporation and all amendments thereto.

2. **NAME.** The name of the corporation is "The Lofts at Edenton Condominium Association, Inc." (the "Association").

3. **DURATION.** The period of duration of the Association shall be perpetual.

4. **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.

5. **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 and maintain directors' and officers' liability insurance;

(n) Assign its right to future income, including the right to receive 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.

(r) 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.

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.

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 Unit Owner 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 all persons and entities who are members of the Association and shall consist of all record Owners of the Units in the Condominium. Notwithstanding anything provided herein or in the Bylaws to the contrary, during the developer control period, Developer 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 and the Declaration.



(b) Voting Rights of Members. The voting rights of the Members of the Association are set forth in the Bylaws and the Declaration. 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. 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 by law. 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 on the Board of Directors 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) 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. DISSOLUTION.** The Association shall be dissolved upon the termination of the Condominium in the manner provided in the Declaration and the Non-Profit Corporation 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 Non-Profit Corporation Act and the Condominium Act.

**10. 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.



**11. 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 or her 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 11(a) and 11(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 11(a) and 11(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 11(a) or 11(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 an informal action by the Members pursuant to Section 2.09 of the Bylaws, 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 11(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 11.

(f) The indemnification authorized by this Paragraph 11 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 11.

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

13. **CONTROL.** The Developer has reserved the right to control the Association as provided in the Declaration.

14. **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,

13. **CONTROL.** The Developer has reserved the right to control the Association as provided in the Declaration.

14. **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.

IN WITNESS WHEREOF, the undersigned President and Secretary of the Association has hereunto subscribed his or her name to these Articles of Incorporation as of the 24th day of February, 2010.

THE LOFTS AT EDENTON CONDOMINIUM  
ASSOCIATION, INC.

  
\_\_\_\_\_  
President:

THE LOFTS AT EDENTON CONDOMINIUM  
ASSOCIATION, INC.

  
\_\_\_\_\_  
Secretary:

Verified by:

THE LOFTS AT EDENTON CONDOMINIUM  
ASSOCIATION, INC.


  
\_\_\_\_\_  
President:

Or

THE LOFTS AT EDENTON CONDOMINIUM  
ASSOCIATION, INC.

  
\_\_\_\_\_  
Secretary:

This instrument prepared by:  
Carol H. Stewart  
Anthony Romano

  
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Shelby Cnty Judge of Probate, AL  
02/25/2010 10:17:07 AM FILED/CEPT

Melinda E. Sellers  
Burr & Forman LLP  
3400 Wachovia Tower  
420 North 20th Street  
Birmingham, Alabama 35203  
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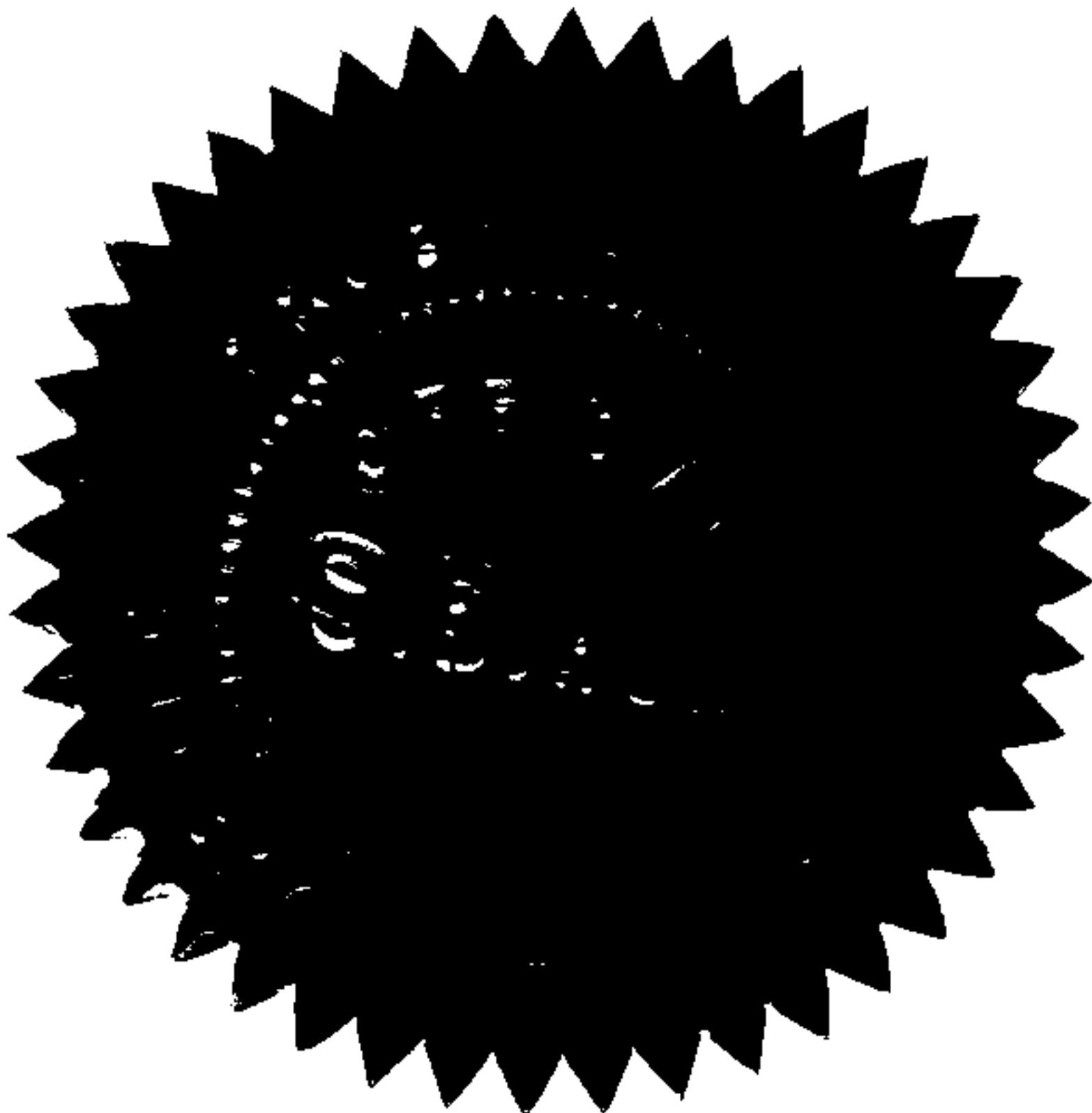
# State of Alabama Shelby County

## Certificate of Incorporation Restated and Amended Of THE LOFTS AT EDENTON CONDOMINIUM ASSOCIATION, INC.


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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 25TH day of FEBRUARY, 2010.

  
James W. Fuhrmeister  
Judge of Probate