

This instrument prepared by:
Clayton T. Sweeney
Attorney at Law
2700 Highway 280 East, Suite 160
Birmingham, Alabama 35223

**CERTIFICATE OF FORMATION
OF
GRIFFIN PARK AT EAGLE POINT RESIDENTIAL ASSOCIATION, INC.**

The undersigned, for the purpose of forming a nonprofit corporation pursuant to the provisions of the Alabama Nonprofit Corporation Law as set forth in Chapters 1 and 3 of the Alabama Business and Nonprofit Entities Code, CODE OF ALABAMA 1975 §§ 10A-1-1.01 *et seq.* (the "Code"), hereby adopts the following Certificate of Formation and certifies as follows:

1. **NAME.** The name of the corporation is "**Griffin Park at Eagle Point Residential Association, Inc.**" (hereinafter referred to as the "Association").

2. **TYPE OF FILING ENTITY:** The Association is a nonprofit corporation as defined in Section 10A-3-1.02(4) of the Code..

3. **PURPOSES.** The purposes for which the Association is organized are:

(a) To provide for the efficient preservation of the appearance, value and amenities of Griffin Park at Eagle Point (the "Development") which is subject to the Declaration of Easements, Covenants and Restrictions for Griffin Park at Eagle Point (the "Declaration") executed by Highpointe Investments, LLC as Developer and recorded or to be recorded in the Probate Office of Shelby County, Alabama. Capitalized terms not otherwise defined herein shall have the same meanings given to them in the Declaration.

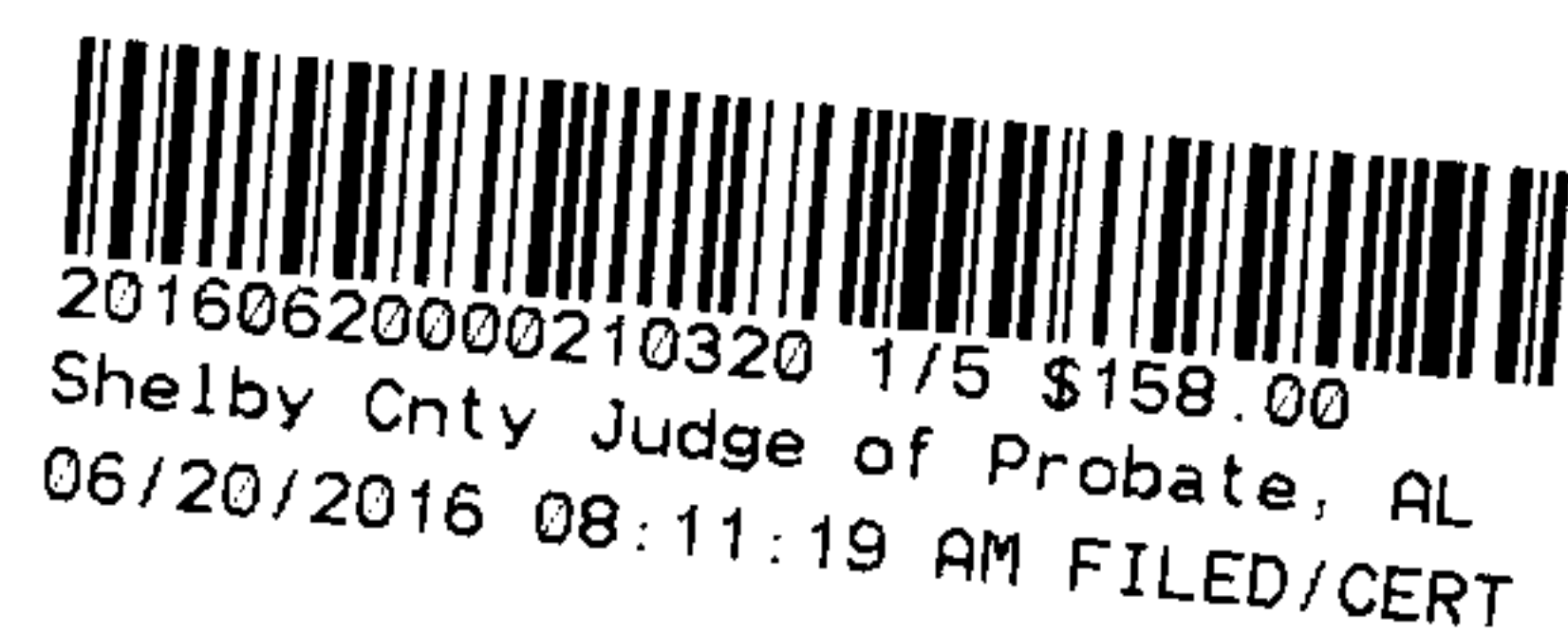
(b) To purchase, lease, or otherwise acquire, directly or indirectly, Common Areas and Additional Property of the Development for the benefit of the Owners, and to operate, maintain, manage, repair and replace Common Areas and Additional Property and other improvements in or benefiting the Development for which the obligation to maintain has been delegated and accepted.

(c) To the extent provided in the Declaration, to control the specifications, architecture, design, appearance, siting and landscaping of all Improvements to be constructed, placed or permitted to remain on any Tract or Dwelling in the Development and all alterations, changes and additions thereto.

(d) To perform and carry out the acts, duties, responsibilities and conditions delegated to the Association in the Declaration, and in the Certificate of Formation and Bylaws of this Association and all amendments thereto.

(e) To own, lease, license, operate, purchase, acquire, hold, improve, develop, manage, sell, convey, transfer, exchange, release and dispose of, either alone or in conjunction with others, real and personal property, tangible and intangible, of every kind, character and description.

CLAYTON T. SWEENEY, ATTORNEY AT LAW



(f) To enforce all of the terms and provisions of the Declaration and to make, amend, establish and enforce reasonable rules and regulations governing the administration, operation and management of the Development.

(g) To make, levy, collect and enforce Assessments, as defined in the Declaration, and to use and expend such Assessments in the manner set forth in the Declaration.

(h) To employ personnel and contract for services, material and labor, including contracting for the management of the Common Areas, Additional Property, and all other portions of the Development.

(i) To purchase and maintain insurance for such coverages, with such insurance carriers, in such amounts, at such rates and with such deductibles as may be necessary for the protection of the Association, its officers, directors and members or as may be otherwise required in the Declaration.

(j) To enforce any of the provisions of the Declaration by legal and equitable actions as may from time to time be necessary.

(k) To enter into, make and perform contracts of every kind for any lawful purpose without limit as to amount, with any person, firm, association, partnership, limited partnership, corporation, municipality, county, state, territory, government, governmental subdivision, or body politic.

(l) To operate without profit for the sole and exclusive benefit of its members.

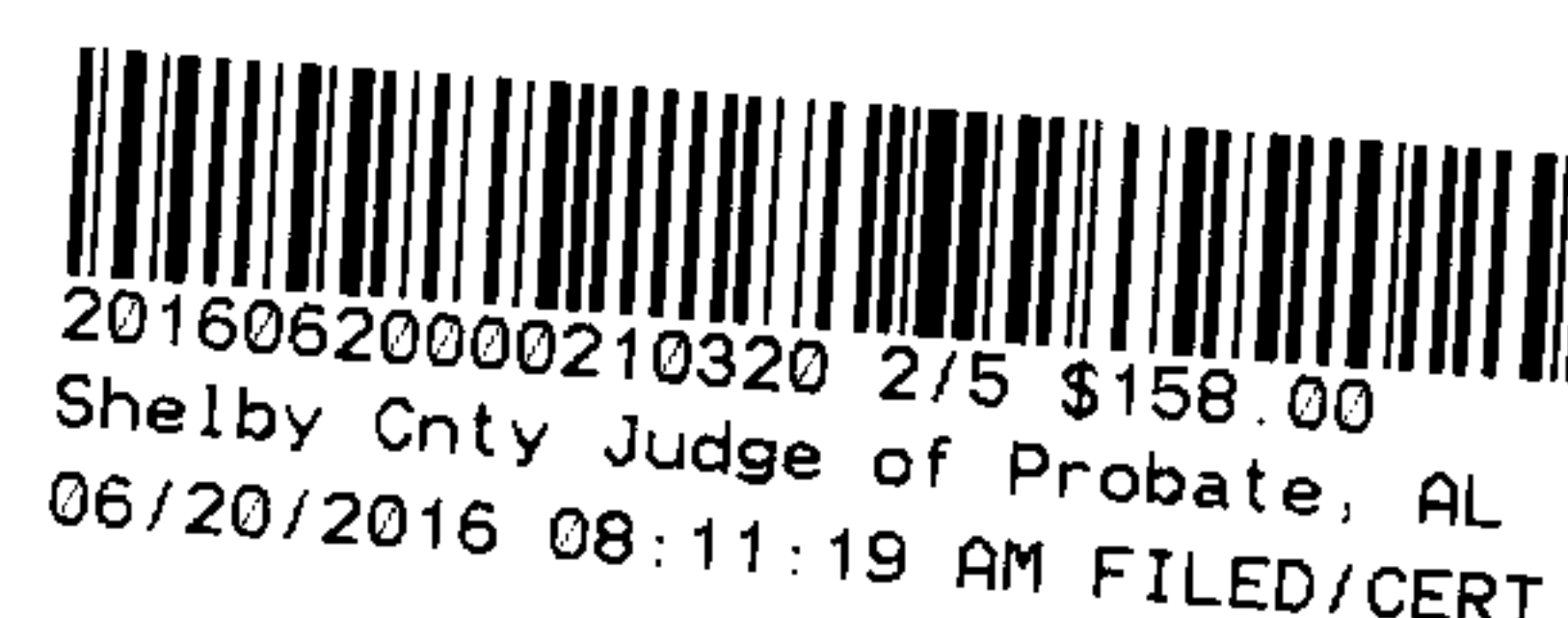
(m) To carry on any other business in connection with the foregoing, to transact any or all lawful business for which corporations may be incorporated under the Alabama Nonprofit Corporation Law, as amended, and to have and exercise all powers necessary or convenient to effect the purpose of the Association in accordance with and subject to the terms and provisions of the Declaration.

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

Connor Farmer
120 Bishop Circle
Pelham, AL 35124

5. **DIRECTORS.**

(a) 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, in the absence of a provision in the Bylaws of the Association, shall consist of three (3) directors. Subject to the Developer's rights with respect to the Board of Directors as set forth in subparagraph (b) below, directors of the Association shall be elected at the annual meeting of the Members, and may be removed by the Members, with or without cause, by vote of the members owning three-fourths (3/4)



of the Tracts in accordance with the Bylaws. Vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

(b) Notwithstanding the provisions set forth in this Paragraph 5 or in the Bylaws of the Association, the Developer shall have the exclusive right to appoint and remove with or without cause any member or members of the Board of Directors of the Association, and any officer or officers of the Association until such time as there is no Tract without a Dwelling constructed thereon within the Development, or the Developer elects to terminate its exclusive voting rights, whichever shall first occur. Within sixty (60) days after the date of termination of the exclusive voting rights of the Developer as herein provided, 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.

(c) The name and address of each person who is to serve as an initial Director of the Association until their successors are elected and qualified or until such Directors are removed as are as follows:

Connor Farmer
120 Bishop Circle
Pelham, AL 35124

Eugene Borgosz
120 Bishop Circle
Pelham, AL 35124

Keith Krininger
120 Bishop Circle
Pelham, AL 35124

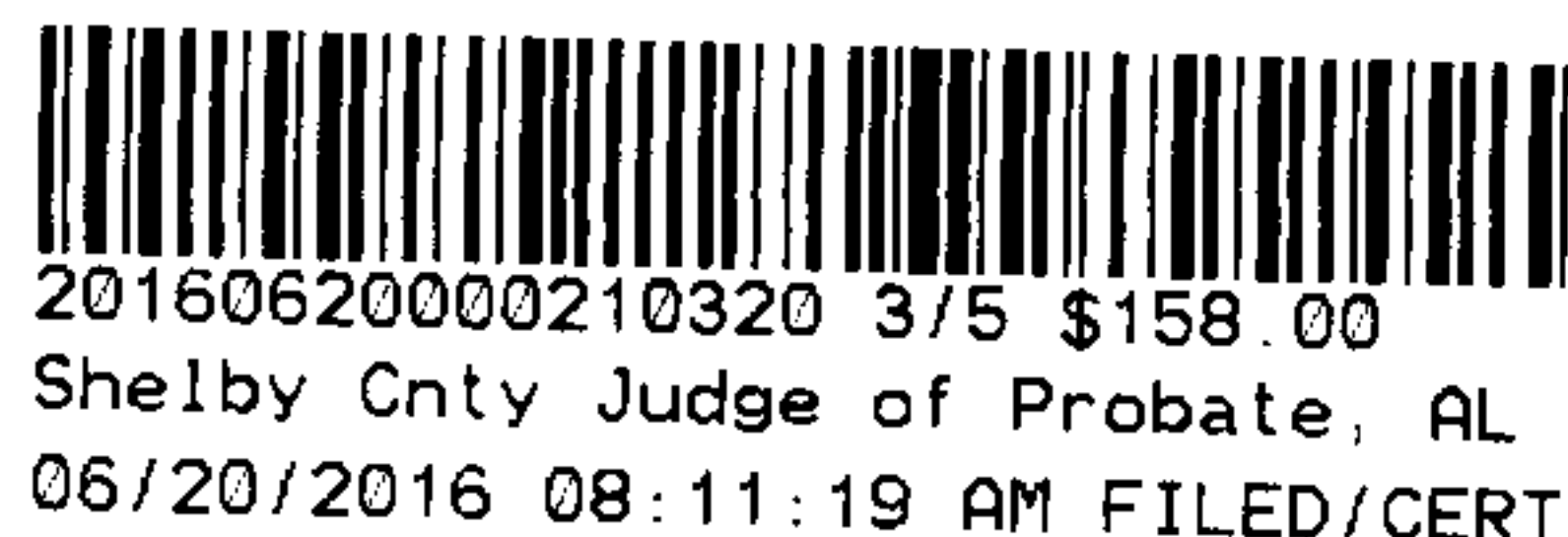
(d) Except as may be otherwise provided to the contrary in the Declaration, this Certificate of Formation or the Bylaws of the Association, all powers of the Association shall be exercised by or under the authority of, and the business and affairs of the Association shall be managed under the direction of, the Board of Directors.

6. **INCORPORATOR.** The name and address of the sole incorporator is as follows:

Clayton T. Sweeney
Attorney At Law
2700 Highway 280 East
Suite 160
Birmingham, Alabama 35223

7. **DISTRIBUTION OF ASSETS UPON DISSOLUTION.**

(a) 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:



(i) Assets held by the Association upon condition requiring return, transfer or conveyance, which condition occurs by reason of the dissolution, shall be returned, transferred or conveyed in accordance with such requirements.

(ii) Real property contributed to the Association without the receipt of other than nominal consideration by Developer shall be returned to Developer, unless it refuses to accept the conveyance (in whole or in part); and

(iii) All remaining assets shall be distributed among the Owners as defined in the Declaration, with each Owner's share of the assets to be determined in accordance with the ratio that the annual Common Area Assessment of an Owner in the last complete fiscal year bears to the sum of the annual Common Area Assessments of all Owners in such year.

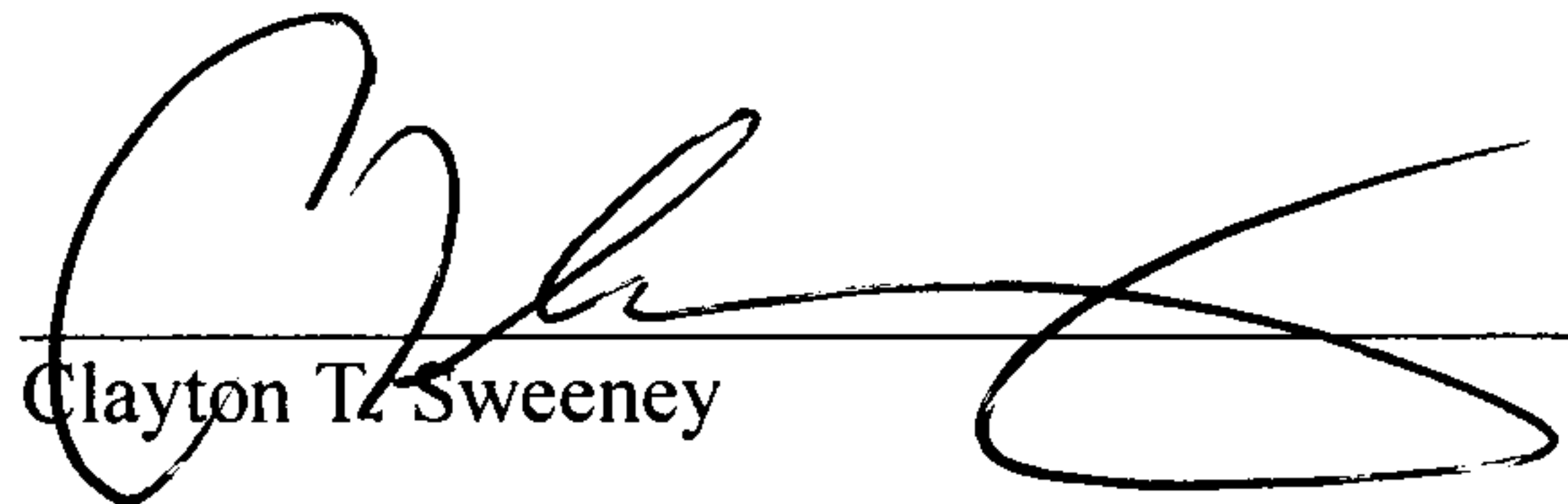
(b) Dissolution of the Association shall be accomplished as set forth in the Alabama Nonprofit Corporation Law.

8. **INDEMNIFICATION OF OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, MANAGERS AND AGENTS.** The Association shall have the power to indemnify any person who is or was a director, officer, employee, member, manager, or agent of the Association, or is or was serving at the request of the Association as a director, officer, partner, employee, member, manager or agent of another corporation, partnership, limited liability company, joint venture, trust or other enterprise, in accordance with the Bylaws of the Association.

9. **AMENDMENT.** Subject to any restrictions set forth in the Declaration, this Certificate of Formation may be amended at any time and from time to time by Developer or, provided that the approval of the Developer is first obtained, by the vote of the Board of Directors of the Association, without the consent or approval of any of the Members of the Association until such time as there is no Tract without a Dwelling constructed thereon in the Development or the Developer elects to terminate its exclusive voting rights, whichever shall first occur. After the exclusive voting rights of Developer have been terminated as herein provided, this Certificate of Formation may be amended, subject to the terms and provisions of the Declaration, by the affirmative vote of at least two-thirds (2/3) of the Members of the Association who are entitled to vote thereon and who are present or represented by proxy at an annual or special meeting of the Members.

10. **INCORPORATION BY REFERENCE.** All the terms, provisions, definitions, covenants, and conditions set forth in the Declaration are hereby expressly incorporated herein by reference as 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 Incorporator has hereunto subscribed his name to this Certificate of Formation as of the 15th day of June, 2016.


Clayton T. Sweeney


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Shelby Cnty Judge of Probate, AL
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John H. Merrill
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

Griffin Park at Eagle Point Residential Association, Inc.

This name reservation is for the exclusive use of Clayton T. Sweeney, Attorney At Law, 2700 Highway 280 East Suite 160, Birmingham, AL 35223 for a period of one year beginning June 13, 2016 and expiring June 13, 2017

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Shelby Cnty Judge of Probate, AL
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In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

June 13, 2016

Date

J. H. Merrill

John H. Merrill

Secretary of State