

This Instrument Prepared By:
Christopher M. Gill, Esq.
Hand Arendall Harrison Sale LLC
Post Office Box 123
Mobile, Alabama 36601
251-432-5511


20190506000150370 1/9 \$159.00
Shelby Cnty Judge of Probate, AL
05/06/2019 10:01:52 AM FILED/CERT

STATE OF ALABAMA:
COUNTY OF SHELBY:

CERTIFICATE OF FORMATION
OF
CREEKVIEW OWNERS ASSOCIATION, INC.

A NONPROFIT CORPORATION
UNDER THE LAWS OF THE STATE OF ALABAMA

BE IT KNOWN that the undersigned, acting as incorporator of a nonprofit corporation under the laws of the State of Alabama, and in particular, the "Alabama Business and Nonprofit Entity Code" (Title 10A, Code of Alabama, 1975, as amended) does hereby adopt the following Certificate of Formation for such nonprofit corporation (this "Certificate").

ARTICLE I
NAME

The name of the corporation shall be Creekview Owners Association, Inc. (hereinafter referred to as the "Association").

ARTICLE II
PERIOD OF DURATION

The period of duration of the Association shall be perpetual unless terminated according to the terms of these Articles.

ARTICLE III
PURPOSE

The purposes for which the Association is organized are:

1. To furnish all services reasonably necessary, for the health, comfort, safety, welfare and enjoyment of the lot owners of the proposed subdivision to be known as Creekview Subdivision (the "Subdivision"), which is located on all or a portion of that certain real property

located in Shelby County, Alabama and more particularly described on Exhibit A attached hereto.

2. To own, manage and control all of the common areas and improvements thereon located within the boundaries of the Subdivision which are intended to be devoted to the common use and enjoyment of the owners of lots in the Subdivision, including, but not by way of limitation, the maintenance of private easements or roads, any decorative fences, street islands and any detention pond for storm water drainage.

3. To administer, enforce and otherwise act in accordance with that certain Declaration of Conditions, Covenants and Restrictions for the Subdivision executed by the Declarant (hereinafter defined) and recorded in the office of the Judge of Probate of Shelby County, Alabama contemporaneous with the recording of these Articles, as the same may be amended from time to time (the "Declaration"), to the extent provided in the Declaration.

4. To assess, collect and direct the proper disbursement of the lot owners' pro rata shares of the costs and expenses incurred in the carrying out of said purposes in accordance with these Articles, the Bylaws for the Association (the "Bylaws"), the rules and regulations of the Subdivision and the Declaration.

ARTICLE IV GENERAL POWERS

The powers of the Association are as follows:

1. The Association shall have the power to own, accept, acquire, mortgage and dispose of real and personal property, and to obtain, invest and retain funds, in advancing the purposes stated in Article III above.

2. The Association shall have the power to transact all business being not for profit consistent with the purposes for which this Association is organized and to protect the lawful rights and interests of the Members (hereinafter defined) in connection therewith.

3. The Association shall have all powers granted to it in the Alabama Business and Nonprofit Entity Code, including those powers granted to nonprofit corporations in the Alabama Nonprofit Association Law (Title 10A, Chapter 3, Code of Alabama, 1975, as amended from time to time).

4. The Association shall have all powers granted to it in the Alabama Homeowners' Association Act (Title 35, Chapter 20, Code of Alabama, 1975, as amended from time to time) (the "HOA Act").

ARTICLE V NAME AND ADDRESS OF INCORPORATOR

The name and address of the incorporator herein are as follows:

D.R. Horton, Inc. – Birmingham
2188 Parkway Lake Drive
Hoover, Alabama 35244

ARTICLE VI
MEMBERSHIP AND VOTING RIGHTS

There shall be only one (1) class of membership. The members of the Association shall be all of the record owners of platted lots within the Subdivision (singularly, a “Member” and collectively, the “Members”). Membership in the Association shall be established by recordation in the Shelby County, Alabama, Probate Court records of a deed of conveyance transferring record title to a platted lot in the Subdivision and the delivery to the Association of an executed true copy of said deed. The owner designated by such instrument shall thereby automatically become a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot in the Subdivision, and shall cease as to any owner upon transfer of title from such owner to another owner.

Each Member shall be entitled to one (1) vote for each lot owned. When more than one (1) person holds an interest in any lot, the vote for such lot shall be exercised by the multiple owners of such lot in accordance with the Bylaws.

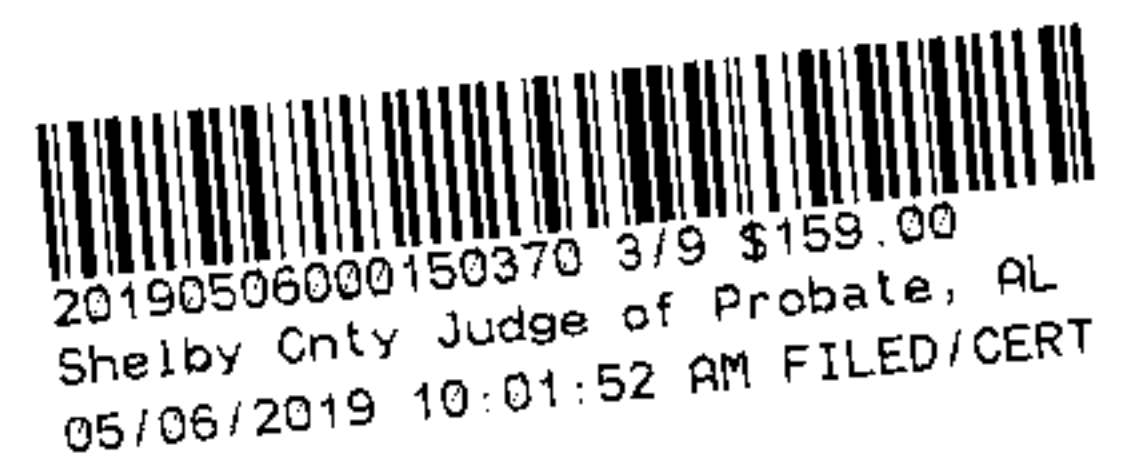
ARTICLE VII
NONPROFIT CORPORATION

The Association shall be without capital stock, will not be operated for profit and will not distribute gains, profits or dividends to any of its Members. The Members shall not be personally liable for the debts, liabilities or obligations of the Association, but shall be personally liable to the Association for their pro rata share of costs and expenses that are attributable to Members under these Articles, the Bylaws or the Declaration. The purposes of the Association shall be served without pecuniary profit to any director or Member.

ARTICLE VIII
NAME AND ADDRESS OF INITIAL REGISTERED AGENT

The name of the initial registered office of the Association and the address of the initial registered office of the Association are as follows:

D.R. Horton, Inc. – Birmingham
2188 Parkway Lake Drive
Hoover, Alabama 35244



ARTICLE IX
BOARD OF DIRECTORS

Except as provided herein, the affairs of the Association shall be managed by a Board of Directors (the "Board of Directors"). Notwithstanding anything contained in these Articles, the Bylaws, or the Declaration to the contrary, until Turnover, D.R. Horton, Inc.- Birmingham, an Alabama corporation (the "Declarant") shall have the sole and exclusive right to (1) appoint all of the members of the Board of Directors; (2) appoint all of the officers of the Association; (3) remove and replace any members of the Board of Directors; (4) appoint the members of the Architectural Review Committee ("ARC") of the Association as defined in and in accordance with the Bylaws; (5) remove and replace any members of the ARC; (6) amend this Certificate and the Bylaws; and (7) take all other action on behalf of the Association and vote on all other matters required to be voted on or approved by the Members. Turnover has the meaning set forth in the Declaration. Upon Turnover, the then-current Members shall be entitled to vote on all the foregoing matters subject to any restrictions set forth in the Declaration and the Bylaws.

The initial Board of Directors shall be composed of three (3) directors, none of which must be a Member. The names and addresses of the initial three (3) Directors of the Association are as follows:

	NAME:	ADDRESS:
1.	Eric Shula	2188 Parkway Lake Drive Birmingham, Alabama 35244
2.	Julie Antee	2188 Parkway Lake Drive Birmingham, Alabama 35244
3.	Cassie Patillo	2188 Parkway Lake Drive Birmingham, Alabama 35244

After Turnover, (a) Declarant shall call a meeting of the Members in accordance with Section 35-20-9 of the HOA Act for the purposes of (i) transitioning control of the Association to the Members, and (ii) electing new directors to the Board; and (b) all Directors must be Members, or representatives of entities that are Members, the number of directors shall be as set forth in the Bylaws and the Members shall have the right to elect the Board of Directors as provided in the Bylaws. Notice of the meeting may be delivered according to the provisions set forth in the Bylaws. A candidate for the director position is not required to obtain the written consent of any Member in order to run for the director position. The number of directors may be changed by amendment of the Bylaws. The initial Bylaws shall be adopted by the Board of Directors. The power to alter, amend or repeal the Bylaws or adopt new Bylaws shall be vested in the Board of Directors.

ARTICLE X
INDEMNIFICATION

The Association shall indemnify every officer and director of the Association against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding, if approved by the then Board of Directors) to which he may be made a party by reason of being or having been an officer or director of the Association, whether or not such person is an officer or director at the time such expenses are incurred. The officers and directors of the Association shall not be liable to the Members for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The officers and directors of the Association shall have no personal liability with respect to any contract or other commitment made by them in good faith on behalf of the Association and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director of the Association may be entitled.

The directors shall exercise their powers and duties in good faith and with a view to the interest of the Association and the subdivision. No contract or other transaction between the Association and any corporation, firm or association (including the Declarant) in which one (1) or more of the directors of the Association is a director or officer or is pecuniarily or otherwise interested, shall be either void or voidable for such reason or because such director or directors are present at the meeting of the Board of Directors or any of the committee thereof which authorizes or approves the contract or transaction or because his or their votes are counted for such purpose, if any of the conditions specified in any of the following paragraph exists:

(a) The fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the minutes and the Board authorizes, approves or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; and

(b) The fact of the common directorate or interest is disclosed or known to the Members or a majority thereof and they approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; and

(c) The contract or transaction is commercially reasonable to the Association at the time it is authorized, ratified, approved or executed

Common or interested directors may be counted in determining the presence of a quorum at any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction and may vote thereat to authorize any contract or transaction with like force and effect as if he were not such director or officer of such other corporation or not so interested.

ARTICLE XI
ASSESSMENTS

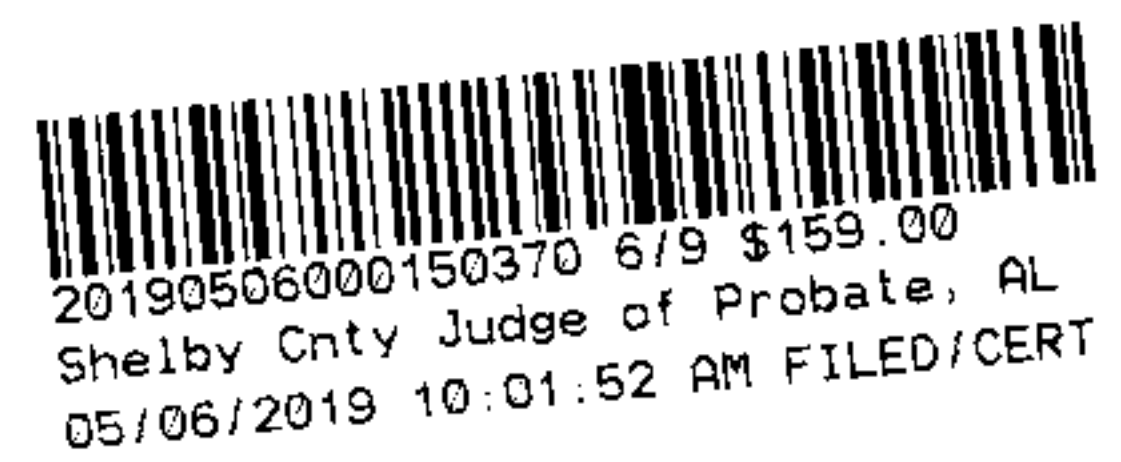
To provide the total sum necessary for the insurance, reserve fund for replacements, maintenance and operation of the common areas and improvements within the Subdivision, each Member for each lot owned shall pay a portion of the total amount necessary for such purposes to the Association in accordance with the terms and conditions of the Declaration.

ARTICLE XII
MISCELLANEOUS

1. Amendment. Until Turnover, this Certificate may be amended at any time and from time to time by Declarant, without the consent or approval of any of the other Members. After Turnover, then this Certificate may be amended, subject to the terms and provisions of the Declaration, by the affirmative vote or at least sixty-seven percent (67%) of the total voting interests of all of the Members. All amendments to this Certificate become effective only upon being placed of record in the Office of the Judge of Probate of Shelby County, Alabama.

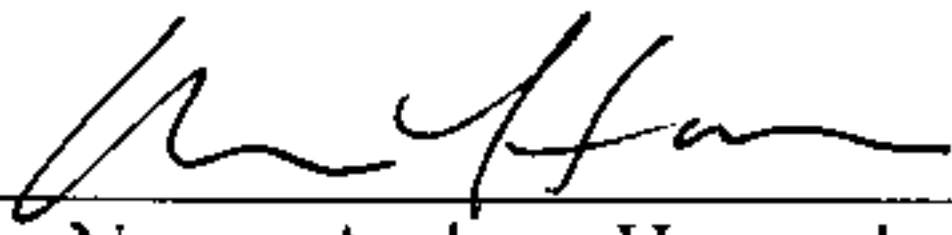
2. Incorporation by Reference. All of the terms, provisions, definitions, covenants and conditions set forth in the Declaration are hereby expressly incorporated herein by reference as if fully set forth herein. In the event of any conflict or ambiguity between the terms, provisions, definitions, covenants and conditions set forth herein in this Certificate and the HOA Act, then the provisions of the HOA Act shall at all times control. In the event of any conflict or ambiguity between the terms, provisions, definitions, covenants and conditions set forth herein in this Certificate and the Declaration, then the provisions of the Declaration shall at all times control. In the event of any conflict or ambiguity between the terms, provisions, definitions, covenants and conditions set forth herein in this Certificate and the Bylaws, then the provisions of this Certificate shall at all times control.

[Remainder of Page Intentionally Left Blank]



IN WITNESS WHEREOF, the incorporator has executed this Certificate of Formation, by and through its duly authorized representative, on this the 3rd day of May, 2019.

D.R. Horton, Inc. – Birmingham,
an Alabama corporation

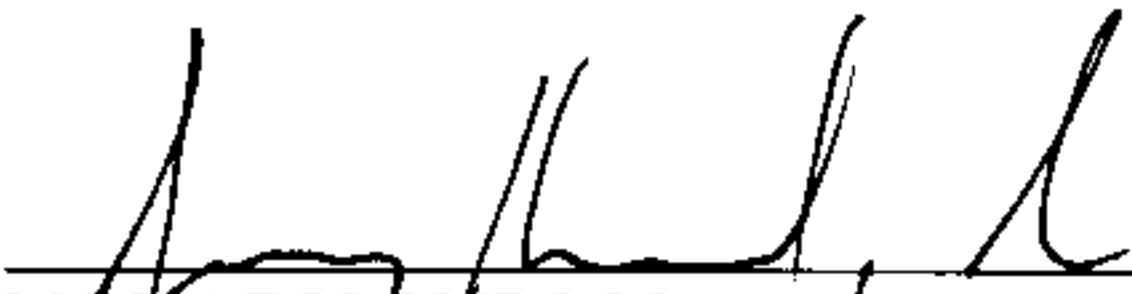
By: 
Name: Andrew Hancock
As Its Division President

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned Notary Public, in and for said County in said State, hereby certify that Andrew Hancock, whose name as Division President of D.R. Horton, Inc. – Birmingham, an Alabama corporation, 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 the instrument, he, as such Division President and with full authority executed the same voluntarily for and as the act of said entity.

GIVEN under my hand and official seal this 3rd day of May, 2019.

{AFFIX SEAL}


NOTARY PUBLIC
My Commission Expires: Nov. 7, 2019


20190506000150370 7/9 \$159.00
Shelby Cnty Judge of Probate, AL
05/06/2019 10:01:52 AM FILED/CERT

EXHIBIT "A"
Description Of Subdivision Property

A parcel of land situated in Section 26, Township 20 South, Range 4 West, Shelby County, Alabama, being more particularly described as follows:

Begin at a 3" capped pipe at the SE corner of the SE 1/4 of the NW 1/4 of Section 26, Township 20 South, Range 4 West, Shelby County, Alabama; thence S 89°30'35" W along the south line of said 1/4-1/4 section a distance of 498.17 feet to a rebar capped EDG on the easterly right-of-way of Shelby County Highway 93; thence N 32°40'19" E leaving said 1/4-1/4 line and along said right-of-way a distance of 133.74 feet to a concrete monument at a point of non-tangent curve to the left having a central angle of 76°25'10" and a radius of 624.94 feet, said curve subtended by a chord bearing N 10°05'22" W and a chord distance of 773.10 feet; thence along said right-of-way and the arc of said curve a distance of 833.53 feet to a concrete monument; thence N 49°03'37" W along said right-of-way a distance of 633.38 feet to a point on a curve to the right having a central angle of 88°53'25" and a radius of 205.00 feet, said curve subtended by a chord bearing N 86°30'30" E and a chord distance of 287.09 feet; thence leaving said right-of-way and along the arc of said curve a distance of 318.04 feet to a point; thence N 40°57'13" E a distance of 150.00 feet to a point; thence N 44°34'07" E a distance of 1001.99 feet to a point; thence N 0°32'57" W a distance of 392.86 to a rebar capped Arrington at the SW corner of Lot 23A of Resurvey of Lots 21, 22, and 23 Quail Ridge recorded in Map Book 39 Page 149 in the Office of the Judge of Shelby County, Alabama; thence N 78°23'01" E along the southern line of Lot 23A a distance of 316.32 feet to a rebar capped Arrington; thence N 40°20'20" E along the southeastern line of Lot 23A a distance of 105.24 feet to a rebar capped Arrington; thence N 88°58'31" E along the southern line of Lot 23A a distance of 73.24 feet to a rebar capped Arrington at the SW corner of Lot 24 of Quail Ridge as recorded in Map Book 22 Page 35 in said county and the north line of the NW 1/4 of the NE 1/4 of said section; thence N 89°27'30" E along the south line of Lots 24, 33, 34, and 35 and along the north line of said 1/4-1/4 section a distance of 841.84 feet to a 3" capped pipe at the NE corner of said 1/4-1/4 section; thence S 00°03'53" E a distance of 984.69 feet to a 3" capped pipe; thence S 0°02'02" W a distance of 346.98 feet to a 3" capped pipe at the SE corner of said 1/4-1/4 section; thence S 68°36'52" E a distanced of 1056.89 feet to a 1" open pipe on the northwesterly right-of-way of Shelby County Highway 13, said point being a point on a curve to the right having a central angle of 2°12'02" and a radius of 1392.39 feet, said curve subtended by a chord bearing S 74°41'29" W and a chord distance of 53.47 feet; thence along the arc of said curve and along said right-of-way a distance of 53.48 feet to a concrete monument; thence S 75°47'30" W along said right-of-way a distance of 1007.06 feet to a 1/2" rebar capped EDG at the point of curve to the left having a central angle of 39°26'42" and a radius of 878.48 feet, said curve subtended by a chord bearing S 56°04'09" W and a chord distance of 592.91 feet; thence along the arc of said curve and along said right-of-way a distance of 604.78 feet to a 1/2" rebar capped EDG; thence N 60°15'36" W leaving said right-of-way a distance of 309.55 feet to a axle; thence S 89°44'24" W a distance of 534.79 feet to a 1/2" rebar capped EDG on the east line of the SE 1/4 of the NW 1/4 of said section; thence S 0°06'04" E along said 1/4-1/4 line a distance of 516.94 feet to the POINT OF BEGINNING. Said parcel of land contains 94.74 acres, more or less.

John H. Merrill
Secretary of State

20190506000150370 9/9 \$159.00
Shelby Cnty Judge of Probate, AL
05/06/2019 10:01:52 AM FILED/CERT

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:

Creekview Owners Association, Inc.

This name reservation is for the exclusive use of Jack P. Russell, 1801 5th Avenue
North, Suite 400, Birmingham, AL 35203 for a period of one year beginning
March 18, 2019 and expiring March 18, 2020



RES832775

**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.**

March 18, 2019

Date

J. H. Merrill

John H. Merrill

Secretary of State