

**ARTICLES OF INCORPORATION
OF
BAY GARDENS
CONDOMINIUM OWNERS ASSOCIATION, INC.
(an Alabama non-profit corporation)**

State of Alabama, Baldwin County
I certify this instrument was filed
and taxes collected on:
2007 January -19 12:22PM
Instrument Number 1026592 Pages 8
Recording 25.00 Mortgage
Deed Min Tax
Index DP 5.00
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Adrian T. Johns, Judge of Probate

1026592

By these Articles, the undersigned natural person, over the age of nineteen (19), acting as the incorporator for the purpose of forming a not for profit corporation under the Alabama Nonprofit Corporation Act, §10-3-1- et seq., Code of Alabama (1975) and the Alabama Condominium Ownership Act of 1973, §35-8-1 et seq., Code of Alabama (1975), verifies as follows:

ARTICLE I

NAME AND DEFINITIONS

The name of the corporation shall be BAY GARDENS CONDOMINIUM OWNERS ASSOCIATION, INC. The corporation is herein referred to as the "Association", and the terms used herein shall have the meaning for each stated in the Alabama Nonprofit Corporation Act, §10-3-1 et seq., Code of Alabama (1975) and the Alabama Condominium Ownership Act of 1973, §35-8-1 et seq., Code of Alabama (1975) (hereinafter referred to as the "Acts") and the Declaration of Condominium of BAY GARDENS CONDOMINIUM, a Condominium as recorded in the Public Records of Baldwin County, Alabama, unless the context otherwise requires.

ARTICLE II

PURPOSE

The Association is organized for the purpose or purposes of transacting any and all lawful business, including but not limited to the following:

- (1) To maintain, operate and manage the condominium known as BAY GARDENS CONDOMINIUM, a Condominium located in Baldwin County, Alabama, and to do all things

incident, necessary, convenient, expedient, ancillary, or in aid of the accomplishment of the foregoing.

(2) To own, operate, lease, sell, trade, or otherwise deal with such property, real or personal, as may be necessary or convenient in the administration of the Condominium.

ARTICLE III

POWERS

3.01. Implied Powers. The Association shall have all of the common law and statutory powers of a not for profit corporation which are not in conflict with the purposes of the Association as set forth in this Article, the Declaration of Condominium and the Acts.

3.02. Specific Powers. In furtherance of the purposes of the Association, the Association shall have all of the powers set forth in the Acts, and all of the powers reasonably necessary to operate the Condominium pursuant to the Declaration of Condominium, including but not limited to the following irrevocable rights, powers, and authority:

(1) To enforce the covenants and restrictions contained in the Declaration, and to make, establish, and enforce reasonable Rules and Regulations governing the administration, management, and use of the Condominium Property;

(2) To establish a budget for the operations of the Condominium; to designate those expenses which shall constitute the Common Expenses of the Condominium; to make, levy, and collect assessments against Unit Owners of the Condominium to provide the funds to pay for Common Expenses of the Condominium as provided for in the Condominium documents and in the Act; and to use and expend the proceeds of Assessments in the exercise of the powers and duties of the Association;

(3) To maintain, repair, replace, and operate those portions of the Condominium

Property that the Association has the duty or right to maintain, repair, replace, and operate under the Condominium Documents;

(4) To have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair, or replacement of any Common Elements or Limited Common Elements therein or accessible therefrom, or, to have immediate access at any time as may be necessary for making emergency repairs necessary to prevent damage to any other Unit or Units;

(5) To contract for the management of the Condominium Property and to delegate to such agent(s) all or some of the powers, duties, and responsibilities of the Association;

(6) To employ personnel to perform the services required for proper operation of the Condominium;

(7) To purchase and maintain all forms of insurance on the Condominium Property for the protection of the Association and its members;

(8) To reconstruct the Condominium Property after casualty or other loss;

(9) To make additional improvements on and to the Condominium Property;

(10) To approve or disapprove the transfer, mortgage, and ownership of Units to the extent such power is granted to it under the Condominium Documents;

(11) To retain legal counsel at the expense of the Association and to enforce by legal action the provisions of the Condominium Documents and the Rules and Regulations of the Association;

(12) To acquire, by purchase or otherwise, Units in the Condominium, and to hold, lease, mortgage, and convey the same;

(13) To lease or license the use of Common Elements and Limited Common Elements

in a manner not inconsistent with the rights of Unit Owners;

(14) To pay taxes and assessments which are liens against any part of the Condominium other than individual Units (unless the individual Units are owned by the Association) and the appurtenances thereto, and to assess the same against the Units;

(15) To pay the cost of all power, water, sewer, trash, garbage, and other utility services rendered to the Condominium and not billed to the individual Units;

(16) To adopt and establish By-Laws for the operation of the Condominium Association;

(17) Borrow money, and with the assent of two-thirds (2/3rds) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(18) Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3rds) of each class of members.

ARTICLE IV

ASSOCIATION FUNDS AND PROPERTY

The Association shall pay no dividend, and shall distribute no part of its income to its Members, Directors, or Officers. Nevertheless, the Association may pay compensation in an reasonable amount to its Members, Directors, and Officers for services rendered, and it may confer benefits on its Members in conformity with the Declaration of Condominium and the purposes of the Association. On termination, the Association may make distributions to its Members as permitted by law, and no such payment, benefit, or distribution shall be deemed to be a dividend or

distribution of income. All funds and property acquired by the Association and all proceeds therefrom shall be held and used for the benefit of the Members of the Association in accordance with the provisions of the Declaration, these Articles and the By-Laws.

ARTICLE V

MEMBERS

5.01. Qualification. The Members of the Association shall consist of all of the Unit Owners of record in BAY GARDENS CONDOMINIUMS.

5.02. Certification of Membership. This Corporation shall issue no shares of stock of any kind or nature whatsoever.

5.03. Change in Membership. Change of membership in the Association shall be established by the recording in the public records of Baldwin County, Alabama, of a deed or other instrument establishing a record title to a Condominium Unit, and delivery to the Association of a certified copy of such instrument. The new Unit Owner designated by such instrument shall thereupon become a Member of the Association, and the membership of the prior Unit Owner shall thereby be terminated.

5.04. Transfer of Membership. The membership of a Member in the Association cannot be assigned, hypothecated, or transferred in any manner, except as an appurtenance to such Member's Unit.

5.05. Meetings. The By-Laws, subject to any proviso therein, shall provide for an annual meeting of Members and may provide for regular and special meetings other than the annual meeting.

5.06. Voting. The owner of each Unit shall be entitled to the number of votes specified in the Declaration of Condominium for that unit. The manner of exercising voting rights shall be determined by the By-Laws.

ARTICLE VI
DIRECTORS

6.01. Number. The property, business, and affairs of the Association shall be managed by a Board of Directors which shall consist of not less than three Directors nor more than five Directors as shall, from time to time, be determined and fixed by a vote of a majority of the voting rights present at any annual meeting of the members. Except as may otherwise be provided in the By-Laws, each Director shall be a person entitled to cast a vote in the Association.

6.02. Election. Directors may be designated or elected and removed, and vacancies on the Board of Directors shall be filled as provided in the By-Laws.

6.03. Authority. All of the duties and powers of the Association existing under the Condominium Ownership Act, the Declaration of Condominium, these Articles, and the By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to approval by Unit Owners when such approval is specifically required by the Condominium Ownership Act, the Declaration of Condominium, these Articles, or the By-Laws.

6.04. Initial Directors. The names and addresses of the Directors, who shall hold office until the election or appointment of their successors, are as follows:

NAME	ADDRESS
David Blackwell	6121 Bayshore Drive, Harrison, TN 37341
Mark Lammon	19124 North Trent Jones, Baton Rouge, LA 70810

Pat Richards

12475 Highway 180, No. 13, Gulf Shores, AL 36542

ARTICLE VII

OFFICERS

The affairs of the Association shall be administered by the officers designated in accordance with the By-Laws. The names and addresses of the officers who shall serve until the election or appointment of their successors in accordance with the By-Laws are as follows:

NAME	OFFICE	ADDRESS
David Blackwell	President	6121 Bayshore Drive Harrison, TN 37341
Mark Lammon	Vice President	19124 North Trent Jones Baton Rouge, LA 70810
Pat Richards	Secretary/Treasurer	12475 Highway 180, No. 13 Gulf Shores, AL 36542

ARTICLE VIII

DURATION

The duration of the Association shall be perpetual unless and until hereafter legally dissolved; provided, however, that the Association shall be terminated by the termination of the Condominium in accordance with the terms of the Declaration of Condominium.

ARTICLE IX

REGISTERED OFFICE AND AGENT

The initial registered office of the Association is 12475 Highway 180, No. 13, Gulf Shores, AL 36542, and the name of the initial agent at that address is Pat Richards.

ARTICLE X
INCORPORATOR

The name and address of the Incorporator of the Association is:

NAME	ADDRESS
Pat Richards	12475 Highway 180, No. 13 Gulf Shores, AL 36542

IN WITNESS WHEREOF, the Incorporator has hereto affixed her signature this

18th day of January, 2007.

INCORPORATOR

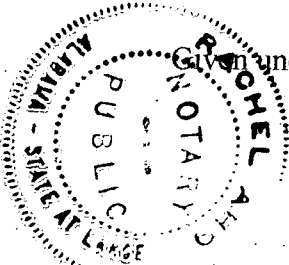
Pat Richards
Pat Richards

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, a Notary Public, the undersigned authority, a Notary Public in and for said County and State, hereby certify that **Pat Richards**, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that being informed of the contents of said conveyance, she has executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 18th day of January, 2007.



Rachael A. Chisler
NOTARY PUBLIC

My Commission Expires: 1-12-10

This Instrument Prepared By:
Daniel H. Craven, P.C.
Attorney at Law
Post Office Drawer 4489
Gulf Shores, AL 36547
251-968-8170