

BY-LAWS
OF
CROWN WALK PROPERTY OWNERS ASSOCIATION, INC.

Article I
General

1.01. Name. The name of the Association shall be Crown Walk Property Owners Association, Inc. (the "Association").

1.02. Terms Defined.

A. "Declaration" shall mean that certain Declaration of Covenants, Conditions and Restrictions of Crown Walk, a Subdivision filed in the Office of the Judge of Probate of Baldwin County, Alabama as the same may be amended from time to time in accordance with the terms of the Declaration ("Crown Walk"). All other terms used in these By-Laws shall have the meaning given to them in the Declaration and are incorporated by reference and made a part of these By-Laws.

B. "Owners" shall mean and refer to all present and future Owners of a fee simple interest or undivided fee interest in any Lot in Crown Walk.

C. "Crown Walk" shall mean and refer to Crown Walk as described in the Declaration.

1.03. Purpose. These are the By-Laws of the Association which is a Nonprofit Alabama Corporation organized pursuant to Ala. Code 1975, §10-3A-1, et seq., for the purpose of administering Crown Walk which is located in Baldwin County, Alabama in accordance with the provisions of the Declaration. The Association shall not issue any shares of stock.

1.04. Applicability of By-Laws. The provisions of these By-Laws are applicable to Crown Walk and to the use and occupancy of Crown Walk. All present and future Owners, Mortgagees, lessees and occupants of Lots and their employees, guests or invitees, and any other Persons who may use Crown Walk are subject to these By-Laws, the Declaration, and the Rules and Regulations. The acceptance of a Deed or conveyance or the entering into of a lease or the act of occupancy of a Lot shall constitute an agreement that these By-Laws, the Rules and Regulations, and the provisions of the Declaration, as they may be amended from time to time, will be complied with and are accepted and ratified.

1.05. Principal Office. The principal office of the Association shall be located in Baldwin County, Alabama, or at such other place as may be designated by the Board of Directors or as the business of the Association may require. All books and records of the Association shall be kept at the principal office of the Association.

1.06. Powers Reserved to the Declarant. The operation and administration of Crown Walk shall be subject to the powers and authority reserved in the Declaration to the Declarant, or the successors and assigns of the Declarant.

Article II
Membership

2.01. Qualification. The qualification for membership in the Association shall be ownership of a Lot in Crown Walk. No membership may be separated from the Lot to which said membership is appurtenant. The qualification for membership is more fully set out in the Declaration, the terms of which pertaining to membership are specifically incorporated in these By-Laws by reference.

2.02. No Additional Qualifications. No initiation fees, costs or dues shall be assessed against

any **Person** as a condition of the exercise of the rights of membership except such **Assessments**, levies, fees and charges as are specifically authorized by the **Declaration**.

2.03. Succession. The membership of each **Owner** shall automatically terminate on the conveyance, transfer or other disposition of an interest of an **Owner** in the **Lot**. The membership of the **Owner** shall automatically be transferred to the new **Owner** succeeding to such ownership interest.

Article III **Meetings of Members**

3.01. Annual Meeting. A meeting of the **Members** of the **Association** must be held at least once each year. The annual meeting of **Members** shall be held at the office of the **Association**, or at such other suitable place convenient to the **Members** as may be designated by the **Board of Directors** either in **Crown Walk** or as convenient to **Crown Walk** as possible and practicable, at 7:30 p.m., local time, on the third **Tuesday of September** of each year for the purpose of electing **Directors** and transacting any other business authorized to be transacted by the **Members**. Provided, however, if the day of said meeting is a legal holiday, the meeting shall be held at the same hour on the next day following that is not a legal holiday.

3.02. Change of Annual Meeting. The date and time of holding the annual meeting of **Members** may be changed after giving the notice set out in **Section 3.04**, of these **By-Laws** by a resolution duly adopted by the **Board of Directors** or by the **Members**, provided that notice of such change be given to each **Member** of record as provided for in **Section 3.04**, of these **By-Laws**; and further provided that each annual meeting of **Members** shall be held within one month of the date on which said meeting should regularly have been held but for such change.

3.03. Special Meetings. The **President** of the **Board of Directors** may call special meetings of **Members**. In addition, special meetings of the **Members** may be called at any time by a **Majority** of the **Board of Directors**, and must be called by the officers of the **Association** upon receipt of a written request from **Members** entitled to cast twenty percent (20%) of the total votes entitled to be cast by the **Members** of the **Association**. The notice of any special meeting of the **Members** shall be given to each **Member** of record as provided for in **Section 3.04**, of these **By-Laws**. The business conducted at a special meeting of the **Members** shall be limited to that stated in the notice of the meeting.

3.04. Notice of Meetings. Not less than ten days nor more than sixty days in advance of any meeting, the **Secretary** or other officer specified by the **Board of Directors** shall cause notice of said meeting to be hand-delivered or sent prepaid by **United States** mail to the mailing address of each **Lot** or to any other mailing address designated in writing by the **Owner**. The notice of any meeting of **Members** must state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the **Declaration** or **By-Laws**, any budget changes, and any proposed order to remove an officer or **Director**. Proof of such notice shall be given by the affidavit of the person giving the notice.

3.05. Waiver of Notice. Any **Member** or **Eligible Holder** of a first **Mortgage** may waive the right to receive notice of any meeting by sending a written waiver to the **Board of Directors**. Notice of any meeting may be waived before or after the meeting, orally or in writing. Attendance by a **Member** at any meeting, either in person or by proxy, shall constitute waiver of notice of such meeting.

3.06. Quorum. A quorum of **Members** for any meeting shall be deemed present throughout such meeting if **Members**, represented in person or by proxy, holding a **Majority** of the total votes entitled to be cast by the **Members** of the **Association** at such meeting are present throughout such meeting, except as otherwise provided by the **Articles of Incorporation**, by the **Declaration** or by these **By-Laws**. Any provision in the **Declaration** concerning quorums is specifically incorporated in these **Laws**.

3.07. Adjournment for Lack of Quorum. In the absence of a quorum at any meeting of **Members**, a **Majority** of the total votes entitled to be cast by the **Members** entitled to vote at such meeting of

the **Association**, present in person or by proxy, shall have the power to adjourn the meeting, from time to time, without notice other than announcement at the meeting, until the requisite number of **Members**, present in person or by proxy, shall be present. At such adjourned meeting at which the requisite number of votes shall be present, any business may be transacted which might have been transacted at the meeting as originally noticed.

3.08. **Action Without Meeting.** Any action which may be taken at a meeting of the **Members** may also be taken without a meeting if a consent in writing setting out the action so taken is signed by the number of **Members** required to take such action at a meeting and is filed with the **Secretary** of the **Association**.

3.09. **Minutes of Meetings.** The minutes of all meetings of **Members** shall be kept in a book available for inspection by **Owners** or their authorized representatives at any reasonable time during regular business hours.

3.10. **Open Meetings.** All meetings of the **Members** shall be open to all **Members** of the **Association**.

3.11. **Proviso.** Provided, However, so long as the **Declarant** retains **Declarant Control** of the **Association** as provided for in the **Declaration**, no meetings of **Members** shall be called unless called by the **Declarant**.

Article IV **Voting Rights**

4.01. **Votes.** The voting rights of **Members** attached to each **Lot** shall be in accordance with that stated in the **Declaration**. The vote of a **Lot** shall not be divisible.

4.02. **Votes Required to Transact Business.** When a quorum is present at any meeting, the holders of a **Majority** of the votes entitled to be cast by the **Members** of the **Association** in Person or represented by written proxy shall decide any questions brought before the meeting, unless the question is one upon which, by express provision of the **Declaration**, or these **By-Laws**, a different number or manner of voting is required, in which case, the express provision of the **Declaration**, or these **By-Laws** shall govern and control the decision in question.

4.03. **Voting by Proxy.** Votes may be cast in person or by proxy. All proxies must be in writing, dated, signed by the **Member** generating the proxy, and filed with the **Secretary** of the **Association** before the appointed time of the meeting to which said proxy applies. A **Member** may revoke a proxy at any time by delivering a written notice of revocation to the **Association**. Every proxy shall automatically cease upon the **Deed** or conveyance by the **Member** of the **Lot** of said **Member** or upon receipt of notice by the **Secretary** of the **Board of Directors** of the death or judicially declared incompetency of a **Member** or upon the expiration of eleven months from the date of the proxy.

4.04. **Voting by Eligible Holders of First Mortgage.** The terms and conditions of the **Declaration** pertaining to the rights of the **Eligible Holder** of a first **Mortgage** are incorporated in these **By-Laws** as if fully set out.

4.05. **Order of Business.** The order of business at annual meetings of **Members** and, as far as practical, at all other meetings of **Members** shall be:

- Call to order
- Calling of the roll and certifying of proxies
- Proof of notice of meeting or waiver of notice
- Reading and disposal of any unapproved minutes
- Reports of officers
- Reports of committees

Election of the Board of Directors
Unfinished business
New business
Adjournment.

4.06. **Proviso.** Provided, However, so long as the Declarant retains Declarant Control of the Association as provided for in the Declaration, the Owners shall not have any right to vote.

Article V Board of Directors

5.01. **Governing Body and Number.** The affairs of the Association shall be governed by a Board of Directors. The initial number of Directors in the Association shall be three. The Members of the Association shall have the right to amend the number of the Directors at any regular or special meeting called for that purpose. Except as provided in these By-Laws, the Directors shall be Members.

5.02. **Membership List.** At least ten (10) days before every election of the Directors, a complete list of the Members of the Association, arranged alphabetically, shall be prepared by the Secretary. Such list shall be maintained by the Secretary of the Association and shall be opened to examination by any Member at any reasonable time and on reasonable notice.

5.03. **Qualification.** Except for the Directors appointed by the Declarant as provided for in the Declaration, each Director shall be an Owner. If an Owner is a trust, then the beneficiary of the trust may be a Director; and if an Owner is a corporation, partnership or limited liability company, then an officer, partner, member, or employee of such Owner may be a Director. If a Director shall cease to meet such qualifications during the term of said Director, said Director shall cease to be a Director and the place of said Director on the Board of Directors shall be vacant.

5.04. **Appointment by the Declarant.** So long as the Declarant retains Declarant Control as provided for in the Declaration, the Directors shall be appointed by the Declarant, and may be removed by the Declarant at any time in accordance with the Declaration. The Directors appointed by the Declarant shall serve at the pleasure of the Declarant. The Board of Directors appointed by the Declarant need not be Owners or occupants.

5.05. **Nomination for Election.** Except with respect to the Directors appointed by the Declarant as provided for in the Declaration, nomination for election to the Board of Directors shall be made from the floor at the annual meeting of Members or at any other meeting of Members called for the purpose of electing the Directors. Nominations shall also be made by a nominating committee appointed by the Board of Directors prior to the annual meeting of the Members or prior to any other meeting of Members called for the purpose of electing the Directors.

5.06. **Election of the Board of Directors.** Except for the Board of Directors appointed by the Declarant as provided for in the Declaration, the Board of Directors shall be elected at the annual meeting of Members or at a special meeting called for that purpose. Within thirty days after the Owners are entitled to elect one or more Directors, a special meeting of the Members shall be called in accordance with the notice provisions contained in Section 3.04. of these By-Laws for the purpose of electing said Director. The election shall be conducted in the manner specified in these By-Laws.

The election of Directors shall be by secret ballot (unless dispensed with by unanimous consent). There shall be no cumulative voting. Those candidates receiving the greatest number of votes cast either in person or by proxy shall be elected. At the initial election of the Directors after the release of Declarant Control as provided for in the Declaration, the candidate receiving the most votes shall serve a two year term, and the next two candidates receiving the most votes shall serve one year terms. At subsequent elections, the two vacancies shall be filled as follows: two Directors shall be elected, with the candidate

receiving the most votes to serve a two year term, and the remaining candidate to serve a one year term.

5.07. Term. Each Director appointed by the Declarant shall hold office until said Director resigns, is removed by the Declarant, or the term of said Director expires as provided for in these By-Laws and in the Declaration. Each Director elected by the Members shall hold office until their respective successors have been elected and qualified or until said Director resigns or is removed in any manner provided in these By-Laws.

5.08. Vacancies. So long as the Declarant retains Declarant Control as provided in the Declaration, any vacancy in the position of a Director appointed by the Declarant shall be filled by the Declarant. Any vacancy in the position of a Director elected by the Members shall be filled by a Majority vote of the remaining Board of Directors, and any Director so elected shall hold office for a term equal to the unexpired term of the Director whom said Director succeeds.

5.09. Removal. After release of Declarant Control as provided for in the Declaration, any Director may be removed for cause by the concurrence of two-thirds of the total votes entitled to be cast by Members of the Association at a meeting of Members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the Members at the same meeting.

5.10. Compensation. A Director shall not receive any compensation for any services said Director may render to the Association as a Director. Provided, However, that any Director may be reimbursed for actual out-of-pocket expenses incurred by said Director in the performance of the duties of said Director.

5.11. Proviso. Provided, However, so long as the Declarant retains Declarant Control of the Association as provided for in the Declaration, the Directors shall be appointed by the Declarant and there shall be no vote of the Members to elect the Directors.

Article VI

Meetings of the Board of Directors

6.01. Organizational Meetings. The first meeting of each new Board of Directors elected by the Members shall be held immediately upon adjournment of the meeting at which they were elected or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the annual meeting of the Members. The provisions of this Section 6.01, shall not apply to the Board of Directors appointed by the Declarant.

6.02. Regular Meetings. Meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a Majority of the Board of Directors, but at least one such meeting shall be held during each fiscal year. Notice of meetings shall be given to each Director not less than forty-eight hours in advance of the time named for such meeting by hand-delivery or sent by United States mail to the mailing address of each Director, or by telephone or electronic transmission. The Board of Directors will present a full and clear statement of the business and condition of the Association and an account of the financial transactions of the past year at the annual meeting of the Members.

6.03. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President, Vice President or Secretary, and must be called by the Secretary at the written request of one-third of the votes of the Board of Directors. Not less than three days notice of the meeting shall be given by hand-delivery or sent by United States mail to the mailing address of each Director, or by telephone or electronic transmission. The notice of any meeting of the Board of Directors must state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to these By-Laws, any budget changes, and any proposed order to remove an officer or Director. Proof of such notice shall be given by the affidavit of the person giving the notice.

6.04. Open Meetings. All meetings of the Board of Directors shall be open to all Members, and notice of such meetings shall be posted conspicuously in Crown Walk at least forty-eight hours prior to the meeting, except in the event of an emergency. **Provided, However,** anything else contained in this Section 6.04, to the contrary notwithstanding, the meetings of the Board of Directors with its attorney to discuss confidential matters pertaining to any pending litigation or threat of pending litigation shall not be open to all members and no notice of such meeting shall be posted.

6.05. Waiver of Notice. Any Director may waive notice of a meeting either before or after the meeting, or may consent to the holding of a meeting without notice. Attendance by any Director at a meeting shall constitute waiver of notice of the meeting, except when attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business on the grounds that the meeting was not lawfully called.

6.06. Quorum. A quorum shall consist of the number of Directors entitled to cast a Majority of the votes of the entire Board of Directors. The acts of the Board of Directors approved by a Majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors. The Joinder of a Director in the action of a meeting by signing and concurring in the minutes of said meeting shall constitute the presence of such a Director for the purpose of determining a quorum.

6.07. Action Without Meeting. Any action permitted or required to be taken at a meeting of the Board of Directors may be taken without a meeting if written consent setting forth the action so taken shall be signed by all the Board of Directors and filed with the minutes of the proceedings of the Board of Directors.

6.08. Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by the Owners, or their authorized representatives, or any Directors at any reasonable time during regular business hours.

6.09. Presiding Officer. The presiding officer of meetings of the Board of Directors shall be the President. In the absence of the President, the Directors present shall designate one of their members to preside.

6.10. Executive Session. The Board of Directors may adjourn a meeting and reconvene in executive session to discuss and vote upon personal matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session of the Board of Directors.

6.11. Proviso. **Provided, However,** so long as the Declarant retains Declarant Control of the Association as provided for in the Declaration, there shall be no meetings of the Board of Directors unless called by the Declarant.

Article VII

Powers and Duties of the Board of Directors

7.01. Powers Defined. The Board of Directors shall have the power to exercise all powers, duties and authority vested in the Association by the Declaration, the Articles of Incorporation or these By-Laws, except for such powers and duties reserved to the Members or the Declarant.

7.02. Committees. The Board of Directors may, by resolution, appoint such committees as deemed appropriate in carrying out the purpose of the Board of Directors, and such committees shall have the powers of the Board of Directors for the management of the affairs and business of the Association to the extent provided in the resolution designating such committee. Any committee shall keep regular minutes of the proceedings of the committee and shall report the same to the Board of Directors.

7.03. **Managing Agent.** The Board of Directors shall be authorized to employ the services of a manager or managing agent, who may either be a Director, officer, or employee of the Association, or an independent Person or firm qualified to manage the affairs of the Association under the supervision of the Board of Directors. The compensation paid to any such manager or managing agent shall be in the amount established from time to time by the Board of Directors.

7.04. **Order of Business.** The order of business at the meetings of the Board of Directors shall be:

- Call of roll
- Proof of due notice of meeting
- Reading and disposal of unapproved minutes
- Reports of officers and committees
- Election of officers
- Unfinished business
- New business
- Adjournment.

7.05. **Borrowing.** The Board of Directors shall have the power to borrow money pursuant to the terms and conditions of the Declaration.

7.06. **Veto by the Declarant.** So long as the Declarant retains Declarant Control of the Association as provided for in the Declaration, the Declarant shall have the veto power over all actions of the Board of Directors.

7.07. **Architectural Committee.** The Board of Directors shall appoint an Architectural Committee in accordance with the provisions of the Declaration.

Article VIII Officers

8.01. **Executive Officers.** The executive officers of the Association shall be a President, who shall be a Director; a Vice President, who shall be a Director; and a Secretary-Treasurer, who shall be a Director; all of whom shall be elected annually by the Board of Directors and who may be removed by Majority vote of the Board of Directors at any meeting. Any Person may hold two or more offices, except that the President shall not also be the Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board of Directors shall find to be required to manage the affairs of the Association.

8.02. **Term.** Each officer shall hold office for a term of one year and until the successor of said officer shall have been appointed or elected and qualified, provided that any officer may serve unlimited multiple terms of office.

8.03. **Resignation and Removal.** Any officer may be removed from office either with or without cause by the vote of a Majority of the Board of Directors present at any meeting. Any officer may resign at any time by giving written notice to the Board of Directors. Such resignation shall take effect on the date of receipt of said resignation or at any later time specified in said written notice, and, unless otherwise specified in said written notice, the acceptance of such resignation shall not be necessary to make said resignation effective.

8.04. **Vacancies.** A vacancy in any office shall be filled by a Majority vote of the Board of Directors at any meeting. An officer elected to fill a vacancy shall hold office for a term equal to the unexpired term of the officer that said officer succeeds.

8.05. **Compensation.** An officer shall not receive any compensation for any services said officer

may render to the **Association** as an officer. **Provided, However,** that any officer may be reimbursed for actual out-of-pocket expenses incurred by said officer in the performance of the duties of said officer.

8.06. President. The **President** is the chief executive officer of the **Association** and shall have all the powers and duties that are usually vested in the office of **President** of a property owners' association including, but not limited to, the following powers:

- A. To preside over all meetings of the **Members** and of the **Board of Directors**.
- B. To sign as **President** all **Deeds**, contracts and other instruments that have been duly approved by the **Board of Directors**.
- C. To call meetings of the **Board of Directors** whenever the **President** deems necessary.
- D. To have the general supervision, direction and control of the affairs of the **Association**.

8.07. Vice President. The **Vice President** shall have all the powers and duties that are usually vested in the office of the **Vice President** of a property owners' association. The **Vice President** shall, in the absence of or disability of the **President**, exercise the powers and perform the duties of the **President**. The **Vice President** shall also generally assist the **President** and exercise such other powers and perform such other duties as shall be prescribed by the **Board of Directors**.

8.08. Secretary. The **Secretary** shall have all the powers and duties that are usually vested in the **Secretary** of a property owners' association. The **Secretary** shall keep the minutes of all proceedings of the **Board of Directors** and the **Members**. The **Secretary** shall attend to the giving and serving of all notices to the **Members** and the **Board of Directors** and other notices required by law. The **Secretary** shall have custody of the seal of the **Association** and affix the same to instruments requiring a seal when duly signed. The **Secretary** shall sign as **Secretary** all **Deeds**, contracts, and all other instruments which have been duly approved by the **Board of Directors**, if said instrument requires the signature or attestation of the **Secretary**. The **Secretary** shall keep the records of the **Association**, except those of the **Treasurer**, and shall perform all other duties incident to the office of the **Secretary** of an **Association** as may be required by the **Board of Directors** or the **President**.

8.09. Treasurer. The **Treasurer** shall be the financial officer of the **Association** and shall have all the powers and duties that are usually vested in the **Treasurer** of a property owners' association. The **Treasurer** shall have custody of all property of the **Association**, including funds, securities and evidences of indebtedness. The **Treasurer** shall keep the financial records and books of account of the **Association** in accordance with good accounting practices. The **Treasurer** shall keep detailed, accurate records in chronological order of the receipts and expenditures affecting the **Common Areas** and common facilities, specifying and itemizing the maintenance and repair expenses of the **Common Areas** and common facilities and any other expenses incurred; and the **Treasurer** shall perform all other duties incident to the office of the **Treasurer**. The records, books of account and the vouchers authorizing payments shall be available for examination by a **Member** at reasonable times during regular business hours.

8.10. Seal. The corporate seal shall be circular in form and shall contain the name of the corporation and the words "**Corporate Seal**". Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced, inscribed, or otherwise.

Article IX **Fiscal Management**

9.01. The Fiscal Year. The fiscal year of the **Association** shall be such as shall from time to time be established by the **Board of Directors**.

9.02. **Budget.** The Board of Directors shall adopt a budget for each calendar year which budget will satisfy the requirements of the Declaration. Copies of the budget and proposed Assessments shall be transmitted to each Member.

9.03. **Assessments.** Assessments for Common Expenses shall be established as provided for in the Declaration and these By-Laws. Assessments shall be collected by the Association on a monthly basis as follows: On or before the first day of each month for which the Assessments are made each Owner shall pay the share of said Owner in the Common Expenses as shown by the budget. The Board of Directors may cause to be sent to each Owner, on or before the first day of each month, a statement of the monthly Assessments. However, the failure to send or receive such monthly statement shall not relieve the Owner of the obligation of the Owner to make timely payment of the Assessments. If the Board of Directors shall not approve an annual budget or shall fail to determine new Assessments for any year, or shall be delayed in doing so, each Owner shall continue to pay the amount of the Assessment of said Owner as last determined. Provided, However, the Board of Directors shall have the power to amend the period of the installment payments to be due and payable to provide for annual, quarterly, monthly or any other period of installment payment. Anything else contained in these By-Laws to the contrary, the Declarant shall not be obligated to pay any Assessments so long as the Declarant owns any Lot or property in Crown Walk.

9.04. **Reserves for Replacements.** The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of Improvements to the Common Areas. The fund shall be maintained out of Assessments.

9.05. **Lien for Assessments.** If any Owner shall fail or refuse to make any payment of the Assessments when due, the amount due, together with costs, reasonable attorney's fees and interest thereon at a rate to be set by the Board of Directors but in no event greater than eighteen percent rate per annum from and after the date said Assessments became due and payable in accordance with the Declaration and shall constitute a lien on the interest of the Owner in the Lot.

9.06. **Acceleration of Assessment Installments Upon Default.** If an Owner shall be in default in the payment of an installment upon any Assessment, the Board of Directors may accelerate the remaining installments of such Assessment upon notice to the Owner, and thereupon the unpaid balance of the Assessment shall come due upon the date stated in the notice, but not less than ten days after hand-delivery to the Owner, or not less than twenty days after posting such notice in the United States mail to said Owner by registered or certified mail, postage prepaid, whichever shall first occur. Upon default in the payment of an installment upon any Assessment, the Board of Directors shall be entitled to charge interest and service charges at the highest available rate allowable under Alabama law.

9.07. **Default.** In the event an Owner of a Lot does not pay any sums, charges or Assessments required to be paid to the Association, the Association may foreclose the lien encumbering the Lot created by non-payment of the required monies in accordance with the Declaration; provided that thirty days prior notice of the intention to foreclose shall be by United States mail, postage prepaid, to the Owner and to all Eligible Holders of first Mortgages as shown in the records of ownership of the Association. The Association shall be entitled to the appointment of a receiver, if the Association so requests. The Association shall have the right to bid-in the Lot at a foreclosure sale and to acquire, hold, obtain a Mortgage and convey the Lot. In any such foreclosure action, the lien of the Association shall be as stated in the Declaration. In lieu of foreclosing the lien of the Association, the Association may bring suit to recover a money judgment for any sums, charges or Assessments required to be paid to the Association without waiving the lien of the Association securing same. In any action either to foreclose the lien of the Association or to recover a money judgment, brought by or on behalf of the Association against a Owner, the defendants shall pay the cost together with a reasonable attorney's fee.

If the Association becomes the Owner of a Lot by reason of foreclosure, the Association shall offer said Lot for sale and at such time as a sale is consummated the Association shall deduct from such

proceeds all sums of money due the **Association** for **Assessments** and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorney's fees, and any and all expenses incurred in the resale of the **Lot**, which shall include but not be limited to advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurbishing of the **Lot** in question. All monies remaining after deducting the foregoing items of expense shall be returned to the former **Owner** of the **Lot** in question.

9.08. Supplemental Assessments. If during the course of any fiscal year, the **Board of Directors** determines that the **Assessments**, as established in the annual budget, are insufficient or inadequate to cover the estimated **Common Expenses** for the remainder of such year, then the **Board of Directors** shall prepare and approve a supplemental budget covering the estimated deficiency. Copies of the supplemental budget shall be delivered to each **Owner**, and a supplemental **Assessment** shall be made to each **Owner** for the share of the supplemental budget of said **Owner**.

9.09. Annual Statement. Within sixty days after the end of each fiscal year, the **Board of Directors** shall cause to be furnished to each **Owner**, a statement for the year so ended showing the receipts and expenditures of the **Association**, and such other information as the **Board of Directors** may deem desirable.

9.10. Accounting Records. The **Board of Directors** shall cause to be kept, in accordance with generally accepted accounting principles, a record of all receipts and expenditures; and a separate account for each **Lot** showing the **Assessments** or other charges due, the due dates of said **Assessments** or charges and the present balance due. Such accounting records shall be open to inspection by **Owners** at reasonable times during regular business hours.

9.11. Depository. The depository of the **Association** shall be such bank or banks with offices located in the **State of Alabama** as shall be designated from time to time by the **Board of Directors** and in which monies of the **Association** shall be deposited. Withdrawal of monies from such account shall be only by checks or authorizations signed by such **Persons** as are authorized by the **Board of Directors**.

9.12. Fidelity Bonds. Fidelity bonds may be required by the **Board of Directors**, in the sole discretion of the **Board of Directors**, from some or all officers or employees of the **Association** or from any manager handling or responsible for the **Association** funds or from any employee, agent or subcontractor of a manager handling or responsible for the **Association** funds. If the **Board of Directors** elects to require a fidelity bond, the amount of such bonds shall be determined by the **Board of Directors**. The premiums on such bonds shall be paid by the **Association**.

9.13. Insurance and Casualty Loss. The **Board of Directors** shall comply with all of the provisions of the **Declaration** pertaining to insurance and casualty loss.

9.14. Records of the Association. The **Association** shall make available copies of the records of the **Association** pursuant to the requirements of the **Declaration**.

9.15. Notices to Eligible Holders of First Mortgages. The **Association** shall provide notices to **Eligible Holders** of first **Mortgages** as required by the **Declaration**.

9.16. Fiscal Management. The terms and provisions of the **Declaration** pertaining to fiscal management are incorporated in these **By-Laws** as if fully set out as an **Exhibit**.

Article X **Obligations of the Owners**

10.01. Assessments. Every **Owner** of any **Lot** shall contribute toward the expense of administration of the **Association**, as provided in the **Declaration** and in these **By-Laws**. Each **Assessment** against a **Lot**

shall also be the personal obligation of the Owner at the time the Assessment fell due.

10.02. Maintenance and Repair. Every Owner of any Lot shall promptly perform all maintenance and repair work, as provided in the Declaration or these By-Laws. An Owner shall reimburse the Association for any expenditures incurred in repairing or replacing any Common Areas or common facilities damaged through the fault of the Owner or the fault of the family, guests, or invitees of the Owner.

10.03. Use of Lots. All Lots shall be used in accordance with the provisions of the Declaration, these By-Laws and the Rules and Regulations.

Article XI

Rules and Regulations

11.01. Rules and Regulations. The Declarant or the Board of Directors may from time to time and subject to the rights of Declarant Control provided for in the Declaration, adopt, modify, amend or add to Rules and Regulations concerning the use of Crown Walk. Copies of such Rules and Regulations shall be hand-delivered or posted by United States mail, postage prepaid, to each Owner not less than fourteen days prior to the effective date of said Rules and Regulations. No Rules or Regulations may be adopted by the Association that conflicts with the Declaration, the Articles of Incorporation or these By-Laws.

11.02. Hearing Procedure. The Board of Directors shall not impose a fine, suspend voting or infringe upon any of the rights of a Member or other occupant for violations of the Rules and Regulations or the Declaration, these By-Laws or Articles of Incorporation, unless and until the following procedure is followed:

A. **Demand.** Written demand to cease and desist from an alleged violation shall be hand-delivered or posted by United States mail, postage prepaid, to the alleged violator specifying: (i) the alleged violation; (ii) the action required to abate the violation; and (iii) a time period not less than ten days, but in the case of an emergency immediate notice may be given, during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of a sanction after notice and a hearing that the violation is not continuing.

B. **Notice.** At any time within twelve months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty or if the same is subsequently violated, the Board of Directors or a delegate of the Board of Directors shall hand-deliver or by United States mail written notice to the violator of a hearing to be held by the Board of Directors or a committee appointed by the Board of Directors. The notice shall contain: (i) the nature of the violation; (ii) the time and place of the hearing, which time shall not be less than ten days from the giving of the notice, but in the case of an emergency immediate notice may be given; (iii) an invitation to attend the hearing and produce any statement, evidence and witness on behalf of the violator; and (iv) the proposed sanction to be imposed.

C. **Hearing.** The hearing shall be held in executive session pursuant to the notice affording the Member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction under these By-Laws, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, Director or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

D. **Appeal.** If a hearing is before a committee of the Board of Directors, following said committee hearing, the violator shall have the right to appeal the decision to the Board of Directors. To perfect this right, written notice of appeal must be received by the President or Secretary within thirty days after the hearing date.

Article XII
Amendments to the By-Laws

12.01. Adoption. These By-Laws may be altered, amended or repealed or new By-Laws may be adopted by the affirmative vote or agreement of **Members** to which **two-thirds (2/3)** of the total votes entitled to be cast by the **Members** of the **Association** are allocated.

12.02. Prohibited Amendments. No amendment of these By-Laws may be adopted that would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted by these By-Laws to the **Declarant**. No amendment that is in conflict with the **Articles of Incorporation**, the **Declaration**, or Alabama law shall be adopted.

12.03. Recording. Any amendment to these By-Laws shall become effective when recorded in the **Office of the Judge of Probate of Baldwin County, Alabama**.

Article XIII
Miscellaneous

13.01. Construction. Wherever the context so permits, the singular shall include the plural; the plural shall include the singular; and the use of the gender shall be deemed to include all genders.

13.02. Captions. The captions in these By-Laws are inserted only as a matter of convenience for reference, and in no way define, limit or describe the scope of these By-Laws or the intent of any provision of these By-Laws.

13.03. Conflicts. If there are conflicts or inconsistencies between the provisions of Alabama law, the **Articles of Incorporation**, the **Declaration** and these By-Laws, the provisions of Alabama law, the **Declaration**, the **Articles of Incorporation** and these By-Laws (in that order) shall prevail.

13.04. Compliance. These By-Laws are intended to comply with the requirements of Alabama law which shall be considered an appendage to the **Declaration** and the **Articles of Incorporation** filed with these By-Laws.

13.05. Right of Entry. The manager and any **Person** authorized by the **Board of Directors** shall have the right to enter each **Lot, Dwelling, structure or Improvement** in case of any emergency originating in or threatening such **Lot, Dwelling, structure or Improvement** whether or not the **Owner** or occupant is present at the time.

13.06. Parliamentary Rules. **Roberts Rules of Order** (latest edition) shall govern the conduct of the meetings of the **Association** or the **Board of Directors** when not in conflict with the **Declaration** or these By-Laws.

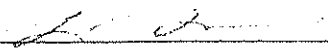
13.07. Registered Office and Agent.

The location and the mailing address of the initial registered office is:


16252 Honey Road
Summerdale, Alabama 36580

The name of the initial registered agent of the **Association** is **Chris Farlow**.

These are the By-Laws of Crown Walk Property Owners Association, Inc., adopted by the Board of Directors on the 1 day of JUNE, 2010.


Chris Farlow
Secretary

Approved:


Janice Hall
President

THIS INSTRUMENT PREPARED BY:

W. Kenneth Heard
Irby & Heard, P.C.
Attorneys at Law
Post Office Box 1031
Fairhope, Alabama 36533
(251)928-4555

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1240954

ARTICLES OF INCORPORATION
OF
CROWN WALK PROPERTY OWNERS ASSOCIATION, INC.,
AN ALABAMA NONPROFIT CORPORATION

The undersigned, acting as Incorporator, does form a nonprofit corporation under the Alabama NonProfit Corporation Act, Ala. Code 1975, §10-3A-1, et seq. (the "Act") and adopts the following Articles of Incorporation:

Article One
Name

The name of this Corporation is Crown Walk Property Owners Association, Inc. (the "Association").

Article Two
Definitions

The terms used in these Articles of Incorporation shall have the meaning given for each of them stated in the Declaration of Restrictive/Protective Covenants for Crown Walk, a Subdivision (the "Declaration"), unless the context otherwise requires, and are incorporated by reference and made a part of these Articles of Incorporation. In the event of a conflict, ambiguity or any inconsistency between the provisions of the Declaration, these Articles of Incorporation or By-Laws, then the Declaration prevails, except to the extent that the Declaration is inconsistent with the Act.

Article Three
Period of Duration

The period of duration of the Association is perpetual unless and until legally dissolved.

Article Four
Not for Profit

The Association is not organized for profit and the purpose for which the Association is organized is to provide an entity pursuant to the Act for the acquisition, operation, management, maintenance, care, control and administration of all of those properties known as Crown Walk, a Subdivision. Any income received by the Association shall be applied only to the nonprofit purposes and objectives of the Association, and no part of the net earnings thereof shall inure to the benefit of any private member, officer, director or individual. The Association shall not issue any capital stock. The members of the Association shall not be personally liable for the debts, liabilities or obligations of the Association.

Article Five
Purposes and Powers

A. The Association shall have all the common law and statutory powers of a nonprofit corporation and shall have all the powers, duties and authority which an association may have or exercise under the Act, which are not in conflict with these Articles of Incorporation or the Declaration, as may be amended from time to time, including but not limited to, the following:

1. To acquire, hold, lease, mortgage, subject to a Mortgage, or convey real, personal or mixed property, wherever situated, including, without limitation, Lots and Common Area in Crown Walk, a Subdivision;

STATE OF ALABAMA
BALDWIN COUNTY
for said State and County to record herein the within
and foregoing is a true and correct copy of
Articles of Incorporation
as the same appears of record in my office on this date.
Instrument # 1240954
Given under my hand and seal
of office this 7th day of July 2010

2. To estimate the amount of the annual budget and to make, levy, enforce and collect **Assessments** against **Owners** to defray the costs, expenses and losses of **Crown Walk, a Subdivision**, and to provide adequate remedies for failure to pay such **Assessments**;
3. To borrow funds on behalf of the **Association** to pay for such expenditures as may be authorized by the **Declaration**;
4. To maintain, repair, replace, clean, sanitize and operate the property of **Crown Walk, a Subdivision**, or the property of the **Association**, including the reasonable right of entry upon any **Lot** to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of **Crown Walk, a Subdivision**.
5. To lease or grant permits, licenses or easements over the **Common Areas** of **Crown Walk, a Subdivision** in a manner not inconsistent with the rights of **Owners** of the **Lots** in **Crown Walk, a Subdivision**;
6. To enforce by legal means the provisions of the **Acts**, the **Declaration**, the **Articles of Incorporation** and **By-Laws** of the **Association**, and the **Rules and Regulations** for the use of **Crown Walk, a Subdivision** or the **Association**;
7. To contract for the management of **Crown Walk, a Subdivision** and to delegate to such managing agent or contractor all powers and duties of the **Association** except such as are specifically required by the **Declaration** to be performed or approved by the **Board of Directors** or the membership of the **Association**;
8. The objects and purposes set forth in these **Articles of Incorporation** shall be construed as powers, as well as objects and purposes, and the **Association** shall have and may exercise such powers as if such powers were set forth in full in these **Articles of Incorporation**;
9. The **Association** shall have and may exercise all powers as shall enable the **Association** to do each and every thing necessary, suitable, convenient, expedient or proper for the accomplishment of any or all purposes and the attainment of any or all objects set forth in these **Articles of Incorporation**; and
10. The **Association** shall have and may exercise all powers set forth in any other **Article** of these **Articles of Incorporation**.

B. All funds and title to properties acquired by the **Association** and the proceeds therefrom shall be held in trust for the **Members** of the **Association** in accordance with the provisions of the **Act**, the **Declaration** and the **By-Laws** of the **Association**.

Article Six **Membership and Voting Rights**

The **Members** of the **Association** shall consist of all of the records **Owners** of the **Lots** in **Crown Walk, a Subdivision**. Membership in the **Association** shall be evidenced by a deed or other instrument establishing record title to a **Lot** in **Crown Walk, a Subdivision** recorded in the records of the **Office of the Judge of Probate of Baldwin County, Alabama**. Upon such recordation, the **Owner** of the **Lot** named in said deed or other instrument shall become a **Member** of the **Association** and the membership of the prior **Owner** shall be terminated. The share of a **Member** in the funds or assets of the **Association** cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the **Lot**. The **Members** shall enjoy such qualifications, rights and voting rights as may be fixed in the **Declaration** and in the **By-Laws** of the **Association**. Membership shall be appurtenant to and may not be separated from the ownership of any **Lot**.

Notwithstanding the foregoing, any Person or entity who holds a Mortgage in a Lot in Crown Walk, a Subdivision merely as security for the performance of an obligation shall not be a Member of the Association, unless and until such holder of a Mortgage has acquired title to the Lot pursuant to foreclosure or any proceeding in lieu of foreclosure and the deed evidencing title has been duly and properly recorded at which time such holder of a Mortgage shall become a Member and the debtor's membership shall cease, regardless of whether or not there is an outstanding right of redemption to the Lot.

Article Seven
Board of Directors

The property, business and affairs of the Association shall be managed by a Board of Directors consisting of the number of Directors as shall be determined by the By-Laws; Provided, however, that the Board of Directors shall consist of not less than three (3) Directors and not more than seven (7) Directors and, in the absence of a provision in the By-Laws to the contrary, shall consist of three (3) Directors. Except as may otherwise be provided in the Declaration and in the By-Laws, each Director may be either a Person designated by the Declarant or a Person entitled to cast a vote in the Association. The Directors may be designated or elected and removed, and vacancies on the Board of Directors shall be filled as provided in the Declaration and in the By-Laws. All the duties and powers of the Association existing under the Act, Declaration, these Articles of Incorporation and the By-Laws shall be exercised exclusively by the Board of Directors or the agents, contractors or employees of the Board of Directors, subject only to approval of the Owners when such approval is specifically required by the Act, the Declaration, these Articles of Incorporation or the By-Laws.

Notwithstanding the provisions set forth in this Article Seven or in any provision of the By-Laws granting to the Members the right to elect and remove members of the Board of Directors, Phillip E. Garner, its successors and assigns, shall have exclusive control of the Board of Directors of the Association as provided for in the Declaration.

The initial Board of Directors shall be composed of three (3) Directors. The names and addresses of the members of the Board of Directors, who shall hold office until their successors are elected and are qualified or until such Directors are removed, are as follows:

<u>Name</u>	<u>Address</u>
Joseph R. Lunsford	12230 Cumming Highway Canton, Georgia 30115
Janice Hall	10755 Brunson Drive Duluth, Georgia 30097
Chris Farlow	16252 Honey Road Summerdale, Alabama 36580

Other than a member of the Board of Directors elected or appointed by the Declarant, any member of the Board of Directors may be removed, either with or without cause, at any time, by the affirmative vote of Members entitled to cast not less than sixty-six and two-thirds percent (66 2/3%) of the votes of the Persons present in Person or represented by proxy and entitled to vote at a meeting at which a quorum is present, and the vacancy in the Board of Directors caused by any such removal may be filled by the Members at such meeting or at any subsequent meeting in the manner prescribed in the By-Laws for the filling of vacancies on the Board of Directors.

Article Eight
By-Laws

The **By-Laws** of the Association shall be adopted by the **Board of Directors**. The power to alter, amend or repeal the **By-Laws** or adopt new **By-Laws** shall be vested in the **Board of Directors** of the **Association** for such period of time as the Declarant has the right to elect at least a majority of the **Members** of the **Board of Directors** and thereafter, by the **Members** at any regular or special meeting upon the affirmative vote of the holders of not less than sixty-six and two thirds percent (66 2/3%) of the outstanding votes present at such meeting in **Person** or represented by proxy, a quorum being present.

Article Nine
Officers

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

<u>Name</u>	<u>Office</u>	<u>Address</u>
Janice Hall	President	10755 Brunson Drive Duluth, Georgia, 30097
Chris Farlow	Secretary/Treasurer	16252 Honey Road Summerdale, Alabama 36580

Article Ten
Indemnification and Limitation of Liability

Every **Director** and every officer of the **Association** shall be indemnified by the **Association** against all expenses and liabilities, or any settlement, including counsel fees, reasonably incurred by or imposed upon each **Director** or officer in connection with any proceeding to which each **Director** or officer may be a party, or in which each **Director** or officer may become involved, by reason of said **Director** or said officer being or having been a **Director** or officer of the **Association**, whether or not said **Director** is a **Director** or said officer is an officer at the time such expenses are incurred, except in such cases wherein the **Director** or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of the duties of said **Director** or officer; provided that in the event of a settlement, the indemnification provided for in these **Articles of Incorporation** shall apply only when the **Board of Directors** approves such settlement and reimbursement as being in the best interest of the **Association**. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such **Director** or such officer may be entitled.

A **Director** or officer of the **Association** shall not be liable to the **Association** or the **Members** of the **Association** for money damages for any action taken, or any failure to take action, as a **Director** or officer, except for: (i) the amount of a financial benefit received by such **Director** or such officer to which such **Director** or such officer is not entitled; (ii) an intentional infliction of harm by such **Director** or such officer on the **Association** or the **Members** of the **Association**; (iii) a violation of the Ala. Code 1975, §10-2B-8.33 or any successor provision to such section; (iv) an intentional violation by such **Director** or such officer of criminal law; or (v) a breach of duty of loyalty by such **Director** or such officer to the **Association** or the **Members** of the **Association**. If the Alabama Business Corporation Act, or successor statute, is amended to authorize the further elimination or limitation of the liability of a **Director** or officer of a corporation, or to provide greater rights of indemnification for any officer, **Director**, agent or employee of a corporation, then the liability of a **Director** or officer of the **Association**, in addition to the limitations on liability provided for in these **Articles of Incorporation**, shall be limited to the fullest extent permitted by the Alabama Business Corporation Act, as amended or any successor statute, as amended, and the rights of indemnification of such officer, **Director**, employer or agent shall be similarly enhanced to the fullest extent permitted. Any

repeal or modification of this Article Eleven by the Members of the Association shall be prospective only and shall not adversely affect any limitation on the liability or rights of indemnification of a Director or officer of the Association existing at the time of such repeal or modification.

Article Eleven
Declarant Control

The Declarant shall retain Declarant Control of the Association as provided for in the Declaration.

Article Twelve
Incorporator

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

<u>Name</u>	<u>Address</u>
Janice Hall	10755 Brunson Drive Duluth, Georgia 30097

Article Thirteen
Registered Office and Agent

The mailing and physical address for the initial registered office of the Association is 16252 Honey Road, Summerdale, Alabama 36580. The name of the initial agent of the Association at such address is Chris Farlow.

Article Fourteen
Amendment

These Articles of Incorporation may be amended as provided in the Act, and as provided in the Declaration, provided that no amendment shall be in conflict with the Declaration and provided further that no amendment shall be effective to impair or dilute any rights of any Members of the Association that are governed by the Declaration.

Article Fifteen
Related Party Transactions

No contract or other transaction between the Association or any Person, firm, association or corporation and no other act of the Association shall, in the absence of fraud, be invalidated or in any way affected by the fact that any of the Directors or officers of the Association are directly or indirectly, pecuniarily or otherwise interested in such contract, transaction or other act, or are related to or interested in (either as Director, stockholder, officer, employee, member or otherwise) such Person, firm, association or corporation. Any Director or officer of the Association individually, or any firm or association of which any Director or officer may be a member, may be a party to, or may be pecuniarily or otherwise interested in, any contract or transaction of the Association, provided that the fact that said Director or said officer, individually, or such firm or association is so interested, shall be disclosed or known to the Board of Directors or a Majority of the members of the Board of Directors as shall be present at any meeting of the Board of Directors or of any committee of Directors having the powers of the full Board of Directors, at which action upon any such contract, transaction or other act is taken, and if such fact shall be so disclosed or known, any Director or officer of the Association so related or otherwise interested may be counted in determining the presence of a quorum of any meeting of the Board of Directors or of such committee, at which action upon any such contract, transaction or act shall be taken, and may vote with respect to such action with like force and effect as if said Director or said officer were not so related or interested. Any Director or officer of the Association may vote upon any contract or other transaction between the Association and any affiliated

corporation without regard to the fact that said Director or said officer is also a director of such affiliated corporation.

Article Sixteen
Dissolution

The Association shall be dissolved upon the termination or vacation of Crown Walk, a Subdivision in the manner provided by Alabama law. Upon dissolution of the Association, the assets of the Association, if any, and all money received by the Association from the operations of the Association, after the 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 Act.

IN WITNESS WHEREOF, the Incorporator has caused these Articles of Incorporation to be executed this 28 day of May, 2010.

Incorporator:

Janice Hall (Seal)
Janice Hall

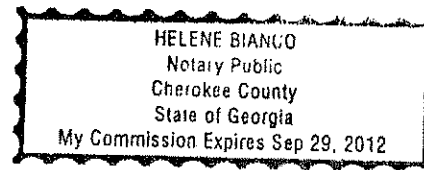
STATE OF GEORGIA :

COUNTY OF Cherokee :

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared Janice Hall, whose name is signed to the foregoing instrument, and who, being by me first duly sworn, deposes and says that she executed this instrument and that the facts contained in the above and foregoing Articles of Incorporation are true and correct.

SUBSCRIBED AND SWORN TO before
me this 28 day of May, 2010.

Helene Bianco
Notary Public
My Commission Expires: 9-29-2012



THIS INSTRUMENT PREPARED BY:

W. Kenneth Heard
Irby & Heard, P.C.
Attorneys at Law
317 Magnolia Avenue
Post Office Box 1031
Fairhope, Alabama 36533
(251) 928-4555

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STATE OF ALABAMA

BALDWIN COUNTY

CERTIFICATE OF INCORPORATION
OF

CROWN WALK PROPERTY OWNERS ASSOCIATION, INC.

The undersigned, as Judge of Probate of Baldwin County, State of Alabama, hereby certifies that duplicate originals of Articles of Incorporation for the incorporation of

CROWN WALK PROPERTY OWNERS ASSOCIATION, INC.

duly signed pursuant to the provision of the Alabama Non Profit 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

CROWN WALK PROPERTY OWNERS ASSOCIATION, INC.

and attaches hereto a duplicate original of the Articles of Incorporation.

GIVEN Under My Hand and Official Seal on this the 7TH day of JULY, 2010.



Tim Russell
Judge of Probate.