

**ARTICLES OF INCORPORATION
OF
COTTAGES AT TANNIN 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 Articles of Incorporation for such nonprofit corporation (the "Articles").

**ARTICLE I
NAME**

The name of the corporation shall be **COTTAGES AT TANNIN OWNERS ASSOCIATION, INC.** (the "Association").

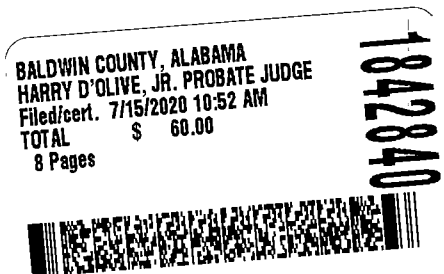
**ARTICLE II
PERIOD OF DURATION**

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 COTTAGES AT TANNIN (the "Cottages"), as shown on the plat recorded at Slide 2705-F, in the Baldwin County Probate Court records.
2. To own, manage and control all of the common areas and improvements thereon located within the boundaries of the Cottages which are intended to be devoted to the common use and enjoyment of the owners of lots in the Cottages, 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 Easements, Covenants and Restrictions for the Cottages executed by the Declarant (hereinafter defined) and



recorded in the office of the Judge of Probate of Baldwin 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 Cottages 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 is as follows:

Hercules Investments, L.L.C.
27555 Perdido Beach Boulevard
Orange Beach, AL 36561

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 Cottages (singularly, a "Member" and collectively, the "Members"). Membership in the Association shall be established by recordation in the Baldwin County, Alabama, Probate Court records of a deed of conveyance transferring record title to a platted lot in the Cottages 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 Cottages, 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 agent of the Association and the address of the initial registered office of the Association are as follows:

James M. Brown
27555 Perdido Beach Blvd.
Orange Beach, Alabama 36561

ARTICLE IX
BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of Directors. 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
James M. Brown	27555 Perdido Beach Blvd. Orange Beach, AL 36561
Angie Burns	27555 Perdido Beach Blvd. Orange Beach, AL 36561
Richard E. Davis	Post Office Box 2925 Daphne, AL 36526

After Turnover, as defined in the Declaration, (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 are attached to the Declaration as Exhibit "B". 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 Cottages. 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 Cottages, 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, as defined in the Declaration, these Articles may be amended

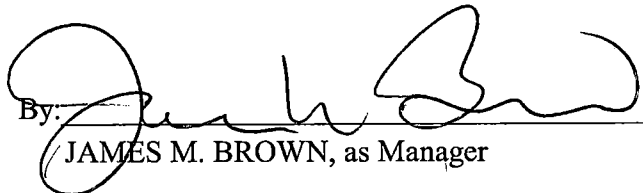
at any time and from time to time by Declarant, without the consent or approval of any of the other Members. After Turnover, then these Articles may be amended, subject to the terms and provisions of the Declaration, by the affirmative vote of at least sixty-seven percent (67%) of the total voting interests of all of the Members. All amendments to these Articles become effective only upon being placed of record in the Office of the Judge of Probate of Baldwin 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 these Articles 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 these Articles 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 these Articles and the Bylaws, then the provisions of these Articles shall at all times control.

NOTWITHSTANDING ANYTHING IN THESE ARTICLES TO THE CONTRARY, ALL PROVISIONS HEREIN ARE SUBJECT TO THE RIGHTS OF HERCULES INVESTMENTS, LLC AS SET FORTH IN THE DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS OF COTTAGES AT TANNIN.

IN WITNESS WHEREOF, the Incorporator has executed these Articles of Incorporation, by and through its duly authorized representative, on this the 18 day of June, 2020.

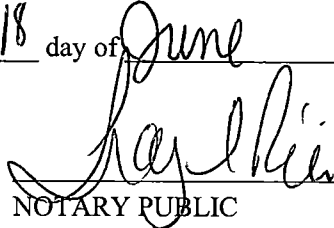
HERCULES INVESTMENTS, L.L.C.

By: 
JAMES M. BROWN, as Manager

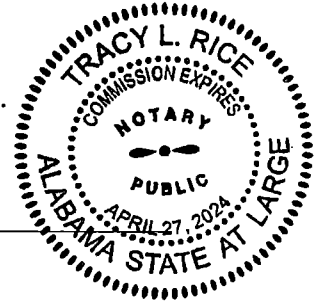
STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned Notary Public, in and for said County in said State, hereby certify that JAMES M. BROWN, whose name as Manager of HERCULES INVESTMENTS, L.L.C., an Alabama limited liability company, 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 Manager and with full authority executed the same voluntarily for and as the act of said entity.

GIVEN under my hand and official seal this 18 day of June, 2020.


NOTARY PUBLIC

My Commission Expires: _____



THIS INSTRUMENT PREPARED BY RICHARD E. DAVIS, DAVIS & FIELDS, P.C., POB 2925, DAPHNE, ALABAMA 36526 251-621-1555

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John H. Merrill
Secretary of State

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

STATE OF ALABAMA

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

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

Cottages at Tannin Owners Association, Inc.

This name reservation is for the exclusive use of Richard E. Davis, P.O. Box 2925, Daphne, AL 36526 for a period of one year beginning June 09, 2020 and expiring June 09, 2021



RES886951

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

June 09, 2020

Date

A handwritten signature in cursive script that reads "John H. Merrill".

John H. Merrill

Secretary of State