

STATE OF ALABAMA )  
COUNTY OF BALDWIN )

BALDWIN COUNTY, ALABAMA  
HARRY D'OLIVE, JR. PROBATE JUDGE  
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TOTAL \$ 60.00  
6 Pages

1761454

**CERTIFICATE OF FORMATION**

**OF**

**THE VILLAS AT PLAYA GRANDE PROPERTY OWNERS ASSOCIATION, INC.**

AN ALABAMA NONPROFIT CORPORATION

BY THIS CERTIFICATE OF FORMATION, the undersigned, for the purpose of forming a corporation pursuant to the provisions of the Alabama Nonprofit Corporation Law, §10A-3-1.01, et. seq., CODE OF ALABAMA 1975, hereby adopts the following:

1. **NAME AND DEFINITIONS.** The name of the corporation shall be The Villas at Playa Grande Property Owners Association, Inc., herein referred to as the "Association," and the terms used herein shall have the meaning for each stated in the Alabama Nonprofit Corporation Law, §10A-3-1.01, et. seq., CODE OF ALABAMA 1975, (hereinafter referred to as the "Act") as well as the Declaration of Protective Covenants for The Villas at Playa Grande Property Owners Association, Inc.

2. **PURPOSE.** The Association is organized for the purpose or purposes of promoting the health, safety and welfare of the residents and owners living within the perimeter boundaries of "the Properties" defined as all those tracts or parcels of land situated, lying and being in Baldwin County, Alabama, which are more particularly described as The Villas at Playa Grande, as per map or plat thereof, recorded at Slide 2681-B and at Instrument No. 1760664, in the records of the Office of the Judge of Probate, Baldwin County, Alabama, and any later phases to be recorded, and for these purposes, including, without limitation, the right to: (i) operate and maintain a subdivision known as The Villas at Playa Grande; and (ii) to build and maintain the common areas, including streets, footways, buildings, and other structures and recreational facilities and personal property incident thereto, hereinafter referred to as the "Common Properties" for the mutual benefit of all of the residents and owners in the Properties, and to do all things incident, necessary, convenient, expedient, ancillary, or in aid of the accomplishment of the foregoing.

3. **POWERS.** The powers of the Association are as follows:

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 these Articles and the Act.

3.02 **Specific Powers.** In furtherance of the purposes of the Association, it shall have, including, but not limited to, all of the following irrevocable rights, powers, and authority:

a. To employ a manager, independent contractor or other such employees as

are necessary to perform services for the Association.

- b. To maintain all roadways, medians and Common Properties.
- c. To provide landscaping and landscape maintenance of roadways, sidewalks, walking and bicycle paths and Common Properties.
- d. To provide lighting of roadways, sidewalks and paths of the properties.
- e. To provide administrative services, including but not limited to legal, accounting and financial services, communication services to inform Members of activities, notices of meetings, referenda and other matters incident to the foregoing services.
- f. To provide liability and hazard insurance coverage for improvements and activities on the Common Properties.
- g. To provide water, sewage and any necessary utility services not provided by a public body, private utility or the developer of the property.
- h. To maintain water pollution and shoreline erosion abatement measures.
- i. To exercise any rights reserved the developer of the property and those transferred by the developer to the Association, including but not limited to all rights and functions of the Developer under the general covenants.
- j. To take any and all actions necessary in the discretion of the Board of Directors to enforce the Declaration of Protective Covenants of The Villas at Playa Grande, a subdivision, located in Gulf Shores, Baldwin County, Alabama, and all other covenants and restrictions affecting the properties of the Association, and to perform any and all of the functions or services delegated to the Association or the covenants or restrictions authorized by the Board of Directors.
- k. The powers granted to the Association in the Alabama Business and Nonprofit Entity Code, §10A-1-1.01, et. seq., CODE OF ALABAMA 1975, including those powers granted to nonprofit corporations in the Alabama Nonprofit Corporation Law, as may be amended from time to time.
- l. The powers granted to the Association in the Alabama Homeowners' Association Act, §35-20-1, et. seq., CODE OF ALABAMA 1975, as may be amended from time to time.

m. The powers granted to the Association in the Declaration of Protective Covenants for The Villas at Playa Grande Subdivision, as well as the By-Laws of The Villas at Playa Grande Property Owners Association, Inc., both of which may be amended from time to time.

4. **ASSOCIATION FUNDS.** 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 any reasonable amount to its Members, Directors, and Officers for services rendered, and it may confer benefits on its Members in conformity with 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 these Articles, the By-Laws and the Declaration of Protective Covenants.

5. **MEMBERS.**

5.01 **Qualification.** There shall only be one class of membership, which shall consist only of Lot Owners. Members shall be entitled to one (1) vote for each unimproved or improved lot owned, which vote is not divisible.

5.02 **Certification of Membership.** This Association 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 of a deed in the public records of Baldwin County, Alabama and delivery to the Association of a certified copy of such instrument.

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 appurtenant to a Lot.

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 Members shall be entitled to the number of votes specified in the By-Laws. The manner of exercising voting rights shall be determined by the By-Laws.

6. **DIRECTORS.**

6.01 **Number.** The property, business, and affairs of the Association shall be managed by a Board of Directors consisting of the number of Directors determined by the By-Laws, but which

shall consist of not less than three (3) Directors nor more than five (5) Directors. 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 Act, these Articles, the By-Laws and the Declaration of Protective Covenants for The Villas at Playa Grande, a subdivision, (the "Declaration") shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to approval by the Members, these Articles, the By-Laws and the Declaration.

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

Edwin J. Spence	Zachary A. Cordova	Diana Matthews
P.O. Box 904	P.O. Box 904	P.O. Box 904
Gulf Shores, AL 36547	Gulf Shores, AL 36547	Gulf Shores, AL 3654

7. **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:

Edwin J. Spence	Zachary A. Cordova	Diana Matthews
P.O. Box 904	P.O. Box 904	P.O. Box 904
Gulf Shores, AL 36547	Gulf Shores, AL 36547	Gulf Shores, AL 3654

8. **DURATION**. The duration of the Association shall be perpetual.

9. **CONFLICTING PROVISIONS**. In the event of any conflict between the provisions of the By-Laws, these Articles and the Declaration of Protective Covenants, the Declaration shall govern.

10. **REGISTERED OFFICE AND AGENT**. The initial registered office of the Association is 956 Commerce Loop, Suite A, Gulf Shores, Alabama 36542, and the name of the initial agent at that address is Edwin J. Spence, whose mailing address is P.O. Box 904, Gulf Shores, Alabama 36547.

11. **ORGANIZER**. The name and address of each organizer of the Association is Edwin J. Spence, 956 Commerce Loop, Suite A, Gulf Shores, AL 36542.

IN WITNESS WHEREOF, the Organizer, Edwin J. Spence, has hereto affixed his signature this 3rd day of May, 2019.

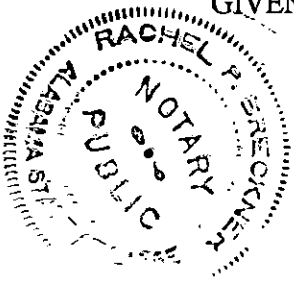
**ORGANIZER**


  
\_\_\_\_\_  
EDWIN J. SPENCE

STATE OF ALABAMA     )  
COUNTY OF BALDWIN    )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that EDWIN J. SPENCE, whose name Organizer, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that being informed of the contents, he, in such capacity, is duly authorized, and has executed the same voluntarily for on the day the same bears date.

GIVEN under my hand and seal this the 3<sup>rd</sup> day of May, 2019.



  
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NOTARY PUBLIC  
My Commission Expires: 11/20/22

*This Instrument Prepared By:*  
*Daniel H. Craven, Esq.*  
*Daniel H. Craven, P.C.*  
*P.O. Drawer 4489*  
*Gulf Shores, AL 36547*  
*Voice: 251-968-8170*  
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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:

**The Villas at Playa Grande Property Owners Association, Inc.**

This name reservation is for the exclusive use of Edwin J. Spence, 956 Commerce Loop, Suite A, Gulf Shores, AL 36542 for a period of one year beginning May 22, 2019 and expiring May 22, 2020.



RES841119

**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.**

May 22, 2019

Date

John H. Merrill

Secretary of State