

ARTICLES OF INCORPORATION
OF
THE HIGHWAY 280 FOREST PARKS RESIDENTIAL ASSOCIATION, INC.

We, the undersigned natural persons acting as incorporators of a corporation under the Alabama Non-Profit Corporation Act, Section 10-3A-1, *et seq. Code of Alabama*, adopt the following Articles of Incorporation for such corporation:

ARTICLE I

NAME

The name of the corporation shall be THE HIGHWAY 280 FOREST PARKS RESIDENTIAL ASSOCIATION, INC., a nonprofit corporation (the "Association").

ARTICLE II

DEFINITIONS

- 2.1 **Association:** THE HIGHWAY 280 FOREST PARKS RESIDENTIAL ASSOCIATION, Inc. its successors and assigns.
- 2.2 **Association Land:** Land which may at any time hereafter be owned by the Association for so long as the Association or successor thereof may be the owner thereof.
- 2.3 **Board:** The Board of Directors of the Association.
- 2.4 **By-Laws:** The duly enacted By-Laws of the Association.
- 2.5 **Common Areas:** Property which has been or will be conveyed to the Association or otherwise defined or designated as Common Areas by notation on a record map or plat.
- 2.6 **Covenants:** Those declarations of protective covenants applicable to the following ten sectors of the Forest Parks Subdivision: 1st Sector (recorded in Instrument #1997-02752); 1st Sector 1st Addition (recorded in Instrument #1997-04563); 1st Sector 2nd Addition (recorded in Instrument #1997-04561); 3rd Sector (recorded in Instrument #1998-23896); 4th Sector 1st Phase (recorded in Instrument #1998-03109); 4th Sector 2nd Phase (recorded in Instrument #1998-06213); 4th Sector 3rd Phase (recorded in Instrument #1998-38885); 5th Sector 1st Phase (recorded in Instrument #1998-03183); 6th Sector 2nd Phase (recorded in Instrument #1998-42210); and 7th Sector (recorded in Instrument #1997-25445), all recorded in the Office of the Judge of Probate

of Shelby County, Alabama (the "Ten Sectors" referred to collectively as the "Community").

2.7 Entranceway Improvements: Those certain improvements, including the Highway 280 entranceway, which serve the common good of the Members.

2.8 Lot: Any lot located in the Community designed for a residence and platted of record, where a dwelling has been constructed thereon.

2.9 Member: Each person or entity that is or becomes a record owner of fee simple title of any Lot located in the Community who shall elect to become members, their successors and assigns.

2.10 Lot Owner: The owner or owners of record title to any Lot.

2.11 Resident: Any person or persons occupying the dwelling on a Lot.

ARTICLE III

PERIOD OF DURATION

The period of its duration is perpetual, unless and until hereafter lawfully dissolved.

ARTICLE IV

PURPOSE AND POWERS

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed is to provide for the maintenance, preservation and architectural control of the single family residences and the common areas within that certain development known as Forest Park Subdivision, Highway 280 Sector, and to promote the health, safety and welfare of the users of said Community, and for these purposes, the Association shall have the following powers:

1. The Association shall have all of the powers now conferred or which may be hereafter conferred on a non-profit corporation under the laws of the State of Alabama which are not in conflict with the terms of these Articles.

(a) To estimate the amount of the annual budget and to make and collect assessments against Lot owners in the Community, to defray the costs, expenses and losses of the Community.

(b) To use the proceeds of assessments in the exercise of its powers and duties.

(c) To maintain, repair, replace, sanitize and operate the Community.

(d) To purchase insurance upon the Community and insurance for the protection of the Association and its members, including fidelity bond coverage for all persons having access to the funds of the Association.

(e) To make and amend reasonable rules and Regulations respecting the use of the Community.

(f) To reconstruct improvements after casualty and to further improve the Community.

(g) To contract for the management of the Community as provided for in the Declaration and to delegate to such managing agent all powers and duties of the Association except such as are specifically required by the Declaration to have approval of the board of Directors or the membership of the Association.

(h) To employ personnel to perform the services required for proper operation of the Community.

(i) To make such distributions of any profit, surplus or reserve funds of the Association to the members of the Association at such times and in such manner, and to do such other acts, as may be required to comply with the provisions of Section 501(c)(4) of the Federal Internal Revenue Code, as amended and applicable Revenue Rulings, and other Federal and State statutes providing for an exemption from Federal and State income taxes for non-profit organizations.

(j) To retain legal counsel.

(k) To sue and be sued with respect to all matters applicable to the Community.

(l) Provide for the indemnification of its officers and board and maintain directors' and officers' liability insurance.

(m) Exercise all other powers that may be exercised in this state by legal entities of the same type as the Association.

(n) Exercise any other powers necessary and proper for the governance and operation of the Association.

2. All funds and the title to all properties acquired by the Association and the proceeds thereof shall be paid in trust for members of the Association in accordance with the provisions of the Declaration, these Articles and the Bylaws.

ARTICLE V

MEMBERSHIP

This Association shall issue no shares of stock of any kind or nature whatsoever. Each person or entity who is the sole record owner of a fee or undivided fee interest in any Lot in the Community, shall be a member of the Association. There shall be one member of the Association for each Lot of the Community. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. The members shall enjoy such qualifications, rights and voting rights as may be fixed in the Bylaws of the Association.

ARTICLE VI

REGISTERED AGENT

The address of the initial registered office of the Association is 439 Conroy Circle, Birmingham, Alabama 35147, and the name of the initial registered agent at such address is Jim Lathem.

ARTICLE VII

BOARD OF DIRECTORS

The number of Directors constituting the initial Board of Directors of the Association is five (5), and the names and addresses and term of the persons who are to serve as the initial Directors are:

Jim Lathem
439 Conroy Circle
Birmingham, Alabama 35147

Diane Blake
175 Clairmont Road
Birmingham, Alabama 35147

Charles Watkins
256 Clairmont Road
Birmingham, Alabama 35147

Emily Horton
172 Essex Drive
Birmingham, Alabama 35147

Betsy Carpenter
197 Linwood Road
Birmingham, Alabama 35147

ARTICLE VIII
INCORPORATOR

The name and address of the initial incorporator of the corporation is as follows:

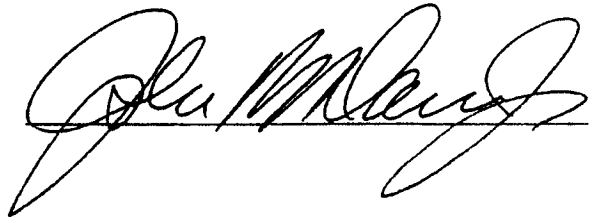
John B. Davis, Jr.
1031 21st Street South
Birmingham, Alabama 35205

ARTICLE IX
DISSOLUTION

The corporation is not organized for pecuniary profit and no part of its net earning shall inure to the benefit of any member, Director, or individual. The corporation shall be dissolved upon the termination of the Community in the manner provided in the as a neighborhood of Single Family Residences, and dissolution in the manner provided by the Laws of Alabama. Upon dissolution of the corporation, the assets of the corporation, if any, and all money received by the corporation from its operations, after the payment in full of all debts and obligations of the corporation of whatsoever kind and nature, shall be used and distributed as then allowed by law.

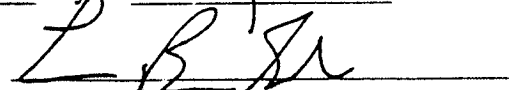
IN WITNESS WHEREOF, the incorporator thereto has hereunto set his hand and seal, this the 20th day of July, 2000.

STATE OF ALABAMA
SHELBY COUNTY



I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that John B. Davis, Jr., whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal, this the 20th day of July, 2000.


Notary Public

My Commission Expires:

May 12, 2003