

OFFICE OF THE JUDGE OF PROBATE HOUSTON COUNTY ALABAMA

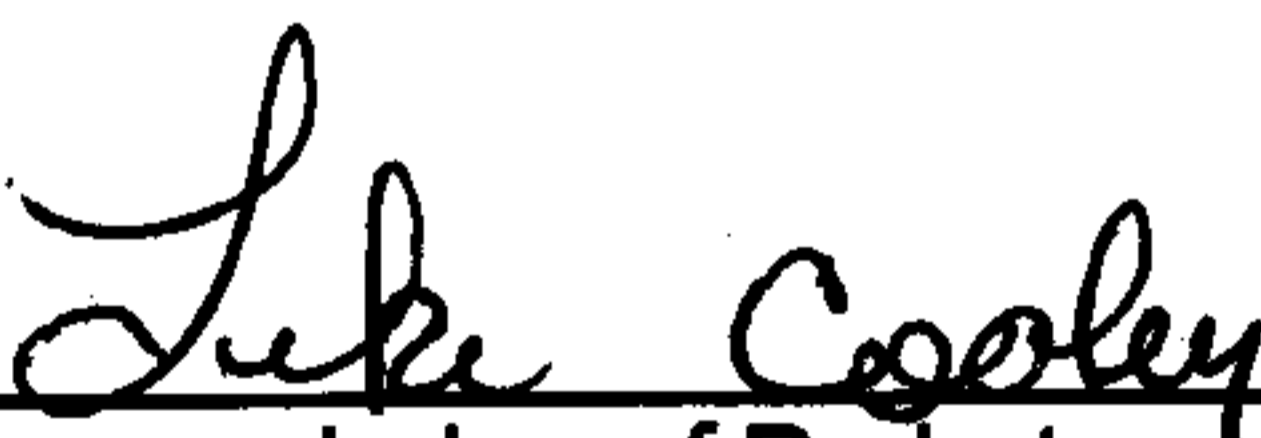
CERTIFICATE OF INCORPORATION

OF

CRESTWOOD VILLAGE COMMUNITY ASSOCIATION INC

The undersigned, as Judge of Probate Houston County, Alabama, hereby certifies that the Articles of Incorporation for the Non Profit Corporation of CRESTWOOD VILLAGE COMMUNITY ASSOCIATION INC, duly signed pursuant to the provisions of the Code of Alabama, have been received in this office and are found to conform to the 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 CRESTWOOD VILLAGE COMMUNITY ASSOCIATION INC and attaches a certified copy of the Articles of Incorporation.

Dated: 4/22/2008



Judge of Probate

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Luke Cooley
Judge of Probate
Houston County, Alabama

ARTICLES OF INCORPORATION
OF
CRESTWOOD VILLAGE COMMUNITY ASSOCIATION, INC.

- Article 1. Name.** The name of the corporation is Crestwood Village Community Association, Inc. (the "Association").
- Article 2. Principal Office.** The initial principal office of the Association is located in Houston County, Alabama at the following address:
- 103 Eastland Rd.
Dothan, AL 36303
- Article 3. Duration.** The Association shall have perpetual duration.
- Article 4. Applicable Statute.** The Association is organized as a nonprofit corporation pursuant to the provisions of Title 10, Chapter 3A of the Alabama Code.
- Article 5. Definitions.** All capitalized terms used herein which are not defined herein shall have the same meaning as set forth in the Declaration of Covenants, Conditions, and Restrictions for Crestwood Village recorded in the Public Records ("Declaration").
- Article 6. Purposes.** The Association does not contemplate pecuniary gain or profit, direct or indirect, to its Members. The purposes for which the Association is formed are:
- (a) to be and constitute the Association to which reference is made in the Declaration, to perform all obligations and duties of the Association, and to exercise all rights and powers of the Association, as specified in the Declaration and the By-Laws and as provided by law, and
 - (b) to provide an entity for the furtherance of the interests of the Owners.
- Article 7. Powers.** The Association shall have the following powers, which, unless indicated otherwise by the Declaration of By-Laws, may be exercised by the Board of Directors:
- (a) all the powers conferred upon nonprofit corporations by common law and the statutes of the State of Alabama in effect from time to time;

- (b) all of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in these Articles, the By-Laws, or the Declaration, including, without limitation, the power to:
- (i) fix, collect, and enforce payment of assessments and other charges to be levied against the Units;
 - (ii) manage, control, operate, maintain, repair, and improve the Properties and any other property for which the Association has a right or duty to provide such services pursuant to the Declaration, other applicable covenants, or any agreement or contract;
 - (iii) enforce covenants, conditions, or restrictions affecting any property to the extent the Association may be authorized to do so under the Declaration or By-Laws;
 - (iv) engage in activities which will actively foster, promote, and advance the common interests of all Owners;
 - (v) buy, or otherwise acquire, sell, dedicate for public use, or otherwise dispose of, mortgage, or otherwise encumber, exchange, lease, own, hold, use, operate, grant easements, and otherwise deal in and with real, personal, and mixed property of all kinds and any right or interest therein for any purpose of the Association;
 - (vi) borrow money for any purpose, subject to such limitations as may be set forth in the Declaration or By-Laws;
 - (vii) enter into, make, perform, and enforce contracts of every kind and description, and to do all other acts necessary, appropriate, or advisable in carrying out any purpose of the Association, with or in association with any other association, corporation, or other entity or agency, public or private;
 - (viii) act as agent, trustee, or other representative of other corporations, firms, or individuals, and as such to advance the business or ownership interests in such corporations, firms, or individuals; and
 - (ix) provide any and all supplemental municipal services to the Properties as may be necessary or proper.
- (c) The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other rights and powers which may now or hereafter be permitted by law. The powers specified in each of the paragraphs of this Article are independent powers, not to be restricted by

reference to or inference from the terms of any other paragraph or provisions of this Article.

Article 8. Membership.

- (a) The Association shall be a membership corporation without certificates or shares of stock. The Owner of each Unit shall be a "Member" of the Association and shall be entitled to vote in accordance with the terms of the Declaration and the By-Laws. Membership is appurtenant to, and inseparable from, ownership of a "Unit".

The Association shall have two classes of membership, Class "A" and Class "B". The Class "A" Members shall be all "Owners", except the Class "B" Member shall be the "Declarant" under the Declaration. The Class "B" Member's rights are specified in the Declaration and By-laws. The manner of exercising voting rights shall be as set forth in the Declaration and in the By-Laws of the Association.

- (b) Change of membership in the Association shall be established by recording in the Public Records a deed or other instrument establishing record title to real property subject to the Declaration. Upon such recordation, the owner designated by such instrument shall become a Member of the Association and the membership of the prior owner shall be terminated.
- (c) The share of a Member in the privileges, rights and assets of the Association cannot be assigned, hypothecated, or transferred in any manner, except as an appurtenance of its Unit.

Article 9. Board of Directors.

- (a) The business and affairs of the Association shall be governed by a "Board of Directors", the number, qualification, and method of election of which shall be as set forth in the By-Laws. The initial Board of Directors shall be comprised of three (3) members whose names and addresses are as follows:

Charles Chapman	103 Eastland Rd.; Dothan, AL 36303
John Watson	488 N.E. Ross Clark Circle; Dothan, AL 36303
Fred Saliba	3542 Montgomery Hwy.; Dothan, AL 36303

Each of the foregoing shall hold office until their successors are elected and qualified or until removed. Each of the foregoing has consented to be a director.

- (b) Removal of Directors and Vacancies. Any director elected by the Class "A" Members may be removed, with or without cause, by Members holding a Majority of the votes entitled to be cast for his or her election. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall be elected by the Class "A" Members to fill the vacancy for the remainder of the term of such director.

Any director elected by the Class "A" Members who has three (3) or more consecutive unexcused absences from Board meetings, or who is more than thirty (30) days delinquent (or is the Resident of a Unit that is delinquent or is the representative of a Member who is delinquent) in the payment of any assessment or other charge due the Association, may be removed by a Majority of the directors present at a regular or special meeting at which a quorum is present, and the Board may appoint a successor to fill the vacancy until the next annual meeting, at which time the Class "A" Members shall elect a successor for remainder of the term.

In the event of the death, disability, or resignation of a director elected by the Class "A" Members, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Class "A" Member shall elect a successor for the remainder of the term.

This Section shall not apply to directors appointed by the Class "B" Member nor to any director serving as a representative of the Declarant. The Class "B" Member shall be entitled to appoint a successor to fill any vacancy on the Board resulting from the death, disability or resignation of a director appointed by or elected as representative of the Class "B" Member.

Article 10. Liability of Directors, Officers and Committee Members. To the fullest extent that Alabama law, as it exists on the date hereof or as it may hereafter be amended, permits the limitation or elimination of the liability of directors, officers and ARB or committee members, no director, officer or ARB or committee member of the Association shall be personally liable to the Association or its Members for monetary damages for breach of duty of care or other duty as director, officer or ARB or committee member. No amendment to repeal of this Article shall apply to or have any effect on the liability or alleged liability of any director, officer or ARB or committee member of the Association for or with respect to any acts or omissions of such director, officer, or ARB or committee member occurring prior to such amendment or repeal. The Association shall indemnify any director, former director, officer, former officer, ARB or committee member or former ARB or former committee member of the

Association against liability to the fullest extent permitted under Alabama law.

Article 11. Dissolution. The Association may be dissolved only upon a resolution duly adopted by the Board of Directors and the Affirmative vote of Members representing at least two-thirds (2/3) of the Class "A" votes in the Association, the written consent of the Declarant so long as the Declarant owns any property subject to the Declaration or which the Declarant may unilaterally subject to the Declaration, and, so long as there is a Class "B" membership, the prior approval of the U.S. Department of Housing and Urban Development (HUD), so long as it is insuring the Mortgage on any Unit, or the U.S. Department of Veterans Affairs (VA), so long as it is guaranteeing the Mortgage on any Unit. In the event of dissolution, liquidation, or winding up of the Association, subject to the Declaration, the Association's assets remaining after payment, or provisions of payment, of all known debts and liabilities of the Association shall be divided among and distributed to the Members thereof in accordance with their respective rights therein or conveyed to a non-profit organization with similar purposes designated by the Board. Notwithstanding the foregoing, if and so long as the VA is guaranteeing and/or HUD is insuring any Mortgage on any Unit, and unless otherwise agreed in writing by HUD or VA, as applicable, any remaining real property of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that acceptance of such dedication is refused, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes. No such restriction shall exist if VA is not guaranteeing or HUD is not insuring any Mortgage on any Unit; provided however, HUD and/or VA shall be notified of the dissolution

Article 12. Merger and Consolidation. The Association may merge or consolidate only upon a resolution duly adopted by the Board of Directors and the affirmative vote of Members representing at least two-thirds (2/3) of the Class "A" votes in the Association, the consent of the Class "B" Member so long as the Class "B" membership exists, and so long as there is a Class "B" membership, the prior approval of the U.S. Department of Housing and Urban Development (HUD), so long as it is insuring the Mortgage on any Unit, or the U.S. Department of Veterans Affairs ("VA"), so long as it is guaranteeing the Mortgage on any Unit.

Article 13. Amendments. These Articles may be amended only upon a resolution duly adopted by the Board of Directors and the affirmative vote of Members representing at least two-thirds (2/3) of the total Class "A" votes and the written consent of the Declarant so long as the Declarant owns any property subject to the Declaration or which Declarant may unilaterally

subjected to the Declaration; provided that no amendment may be in conflict with the Declaration; and further provided that, no Members shall be entitled to vote on any amendment to these Articles which is for the sole purpose of complying with the requirements of any governmental or quasi-governmental entity or institutional lender authorized to fund, insure or guarantee Mortgages on individual Units, as such requirements may exist from time to time. No amendment shall be effective to impair or dilute any right of Members that are governed by the Declaration.

Article 14. HUD/VA Approval. As long as there is a Class "B" membership, the following actions shall require the prior approval of the U.S. Department of Housing and Urban Development, so long as it is insuring the Mortgages on any Unit, or the U.S. Department of Veterans Affairs, so long as it is guaranteeing the Mortgage on any Unit: merger, consolidation or dissolution of the Association; annexation of additional property other than that described on Exhibit B of the Declaration; dedication, conveyance or mortgaging of Common Area except in accordance with Section 4.3 of the Declaration; or material amendment of the Declaration, the By-Laws or these Articles.

Article 15. Incorporator. The name and address of the incorporator is as follows:

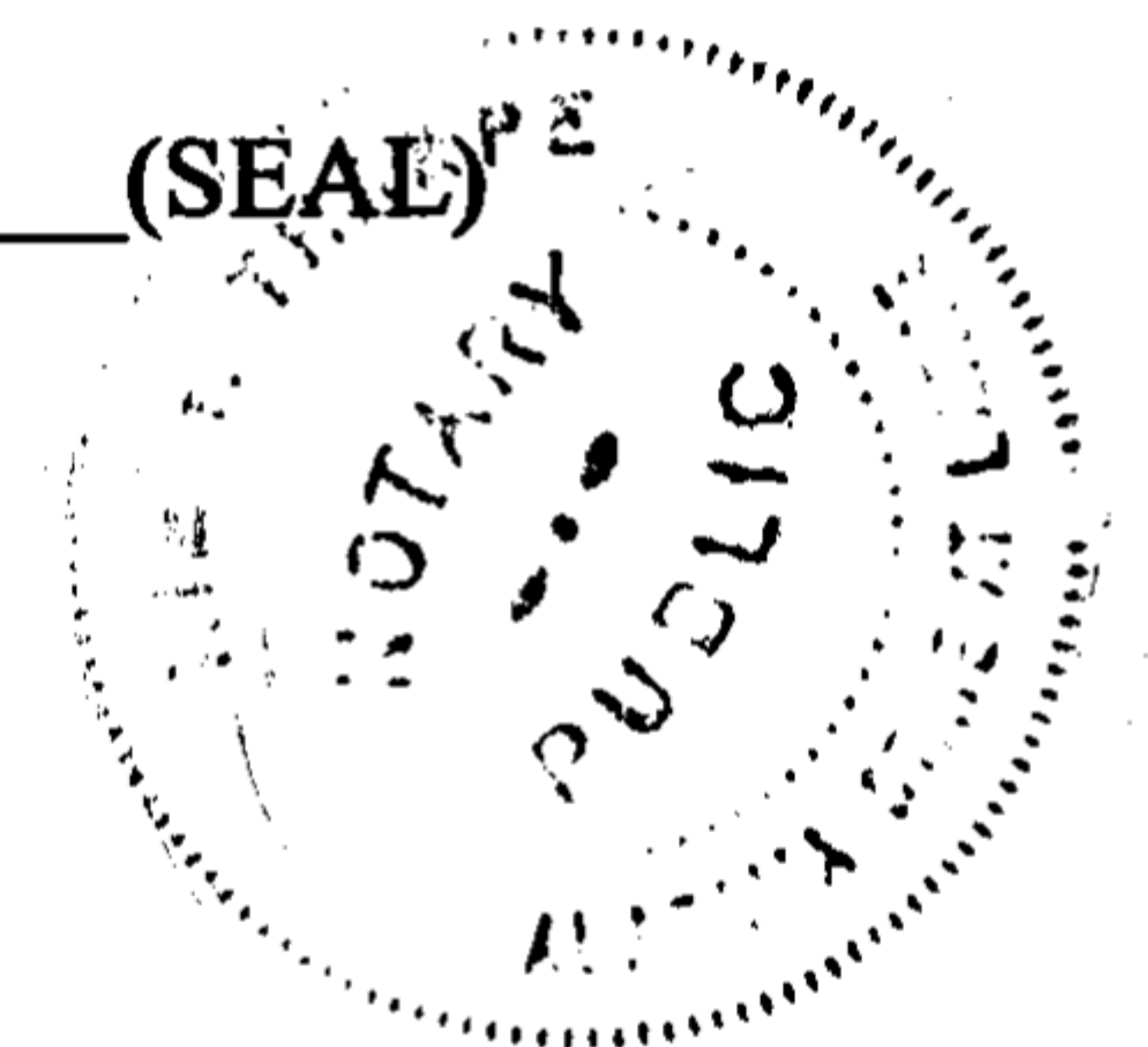
CWS, L.L.C.; 103 Eastland Rd.; Dothan, AL 36303

Article 16. Registered Agent and Office. The initial registered agent of the Association is CWS, L.L.C., and the initial registered office is located in Houston County, Alabama.

Charles H. Chapman in 103 Eastland Rd. Dothan, AL 36303

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation this 22nd day of April, 2008.

M. J. Hyatt



BYLAWS OF CRESTWOOD VILLAGE HOMEOWNERS ASSOCIATION, AN
INCORPORATED ASSOCIATION.

ARTICLE I

The name of this Association is Crestwood Village Homeowners Association, an incorporated Association, hereinafter referred to as the "Association." The principal Office of the "Association" shall be located at 103 Eastland Rd.; Dothan, AL 36303.

ARTICLE II: DEFINITIONS

1. "Association" shall mean and refer to Crestwood Village Homeowners Association, an incorporated Association, its successors and assigns.
2. "Subdivision" shall mean and refer to that certain real property known as Crestwood Village Subdivision per map or plat thereof in the Office of the Probate Judge or Houston County, Alabama and Plat Book 11 Pages 36 & 75.
3. "Common Area." The Association, subject to the rights of the Owners set forth in this Declaration, shall manage and control the Common Area and all improvements thereon (including, without limitation, landscaping, recreational facilities, if any, furnishings, equipment, and other personal property of the Association), and shall keep it in attractive condition and good repair, consistent with the Community-Wide Standard. The Board is specifically authorized, but not obligated, to retain or employ professional management to assist in carrying out the Association's responsibilities under this Declaration, the cost of which shall be a Common Expense.
4. "Common Area." All real and personal property, including easements, which the Association owns, leases or otherwise holds possessory or use rights in for the common use and enjoyment of the Owners.
5. "Common Expense." The actual and estimated expenses incurred, or anticipated to be incurred by the Association for the general benefit of all Owners, including any reasonable reserve, as the Board may find necessary and appropriate pursuant to this Declaration, the By-Laws, and the Articles.
6. "Developers" shall mean and refer to CWS, L.L.C.

ARTICLE III: MEETING OF MEMBERS

1. Annual meetings. The first annual meeting of the members of the Association shall be held within one (1) year for the date of these Bylaws and subsequent regular annual meetings for all members shall be held on the same day of each month of each year at 7:00 p.m., at such place as shall be designated by the President of the meeting.
2. Special meetings of the members of the Association may be called at any time by the President or by the Board of Directors or upon written request of the owners who are entitled to vote of the Association.
3. "Notice of Meeting." Written notice of each annual meeting and special meeting of the members of the Association shall be given by, or at the direction of, the President who is authorized to convene meetings, by mailing a copy of such notice not less than Thirty (30) days nor more than Sixty (60) days in advance of such meeting to each lot owner entitled to vote, addressed to the owner's address in the Subdivision or to such other address as may be supplied by an owner. Notice shall specify the place, day and hour of the meeting, and in case of special meetings, the purpose of the meeting.
4. "Voting Rights." The Association shall have two (2) classes of membership: Class "A" members and Class "B" members, which are as follows:
 - a. Class "A" members shall be the owners with the exception of Class "B" members, if any. Class "A" members shall be entitled to one (1) vote in the Association of each lot owned. When more than one person is the owner of any lot, the vote for such lot shall be exercised as those persons or entities themselves determine and advise the secretary of the Association prior to any meeting. In the absence of such advice, the lot's vote shall be suspended in the event more than one person seeks to exercise it.
 - b. Class "B" member shall be the Declarant and any successor Declarant who takes title for the purpose of development and sale, and who is designated as such in a recorded instrument executed by the Declarant. The Class "B" member shall be a voting member and shall be entitled to cast the number of votes which are contained in the total number of votes of Class "A" members plus one (1) vote until such time when Class "B" votes terminate and convert to Class "A" votes.
5. "Termination of Class 'B' Membership." The Class "B" membership shall terminate and be converted to Class "A" membership upon the happening of the earlier of the following:
 - a. When Class "A" members, other than the Declarant, owns one hundred (100) percent of the lots.
 - b. When the Declarant so determines.

From and after the happening of these events, whichever occurs earlier, the Class "B" member shall be deemed to be a Class "A" member. At such time, the Declarant shall call a meeting to advise the membership of the termination of Class "B" status and to elect the members of the Board of Directors.

ARTICLES IV: OFFICERS AND DIRECTORS

1. The Officers of the Association shall be a President, Vice President, Secretary-Treasurer, and three (3) Directors. The affairs of the Association shall be managed by the Officers and Directors. The Officers and Directors shall be elected at the first annual meeting and their terms of Office shall be for a period of one (1) year. In the event of the death, or resignation of an Officer or Director, his or her successor shall be selected by the remaining members of the Officers and Board of Directors and the successor shall serve the non-expired term of his or her predecessor. No Officer or Director shall receive any compensation for services rendered to the Association. Officers or Directors may be reimbursed for actual expenses incurred in exercising their duties here under. Meetings of the Association shall be governed by Robert's Rule of Order.

ARTICLES V: POWERS AND DUTIES OF THE BOARD OF DIRECTORS

1. Powers of the Officers and Board of Directors. The Officers and Board of Directors shall have the power to adopt rules and regulations governing the use of the common areas, to assess annual assessments for the maintenance and beautification of the common areas. Such assessments for maintenance and beautification of the common areas shall not apply to the developer except to the extent that the developer's liability for any assessment shall be limited to the amount of assessment for one (1) lot regardless of the number of lots actually owned by the developer at the time the assessment is made. It is contemplated that the developer will bear the initial cost and expense of improvements of common area but that the developer's liability for subsequent maintenance will be limited as expressed above. This provision is not intended to restrict the lot owners other than the developer from entering into any lawn maintenance agreements or other agreements for beautification of the common areas. At such time as the developer has sold fifty one percent (51%) of the lots in a dedicated phase of the development, the Association shall assume sole responsibility for the expense of the maintenance of common area in such dedicated phase of plat.

ARTICLE VI: PURPOSE OF THE ASSOCIATION

1. The stated purpose of the Association is to maintain and beautify the common area located within the Subdivision. The developer acknowledges that the common area is under the dominion and control of the City of Dothan and are subject to such restrictions as the City of Dothan may impose on the Association with respect to beautification and maintenance. The Association is established for the purpose of maintaining and beautifying the common area.

2. CWS, L.L.C. has total control over improvement and cost of common area until:
 - a. 90% of the lots have sold
 - b. 2 years has passed
 - c. or longer if developers so desires

ARTICLE VII: INSURANCE AND CASUALTY LOSSES

Association Insurance.

1. Required coverage's and payment of premiums. The Association, acting through its Board or its duly authorized agent, shall obtain and continue in effect the following types of insurance, if reasonably available, or if not reasonably available, the most nearly equivalent coverage's as are reasonably available:
 - a. Blanket property insurance covering "risks of direct physical loss" on a "special form" basis (or comparable coverage by whatever name denominated) for all insurable improvements on the Common Area, if any, and on other portions of the Area of common Responsibility to the extent that it has assumed responsibility for maintenance, repair and /or replacement in the event of a casualty. If such coverage is not generally available at reasonable cost, then "broad form" coverage may be substituted. The Association shall have the authority to and interest in insuring any property for which it has maintenance or repair responsibility, regardless of ownership. All property insurance policies obtained by the Association shall have policy limits sufficient to cover the full replacement cost of the insured improvements;
 - b. Commercial general liability insurance on the Area of Common Responsibility, insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf. If generally available at reasonable cost, the commercial general liability coverage (including primary and any umbrella coverage) shall have a limit of at least one million dollars (\$1,000,000.00) per occurrence with respect to bodily injury, personal injury, and property damage, provided should additional coverage and higher limits be available at reasonable cost which a reasonably prudent person would obtain, the Association shall obtain such additional coverage's or limits.

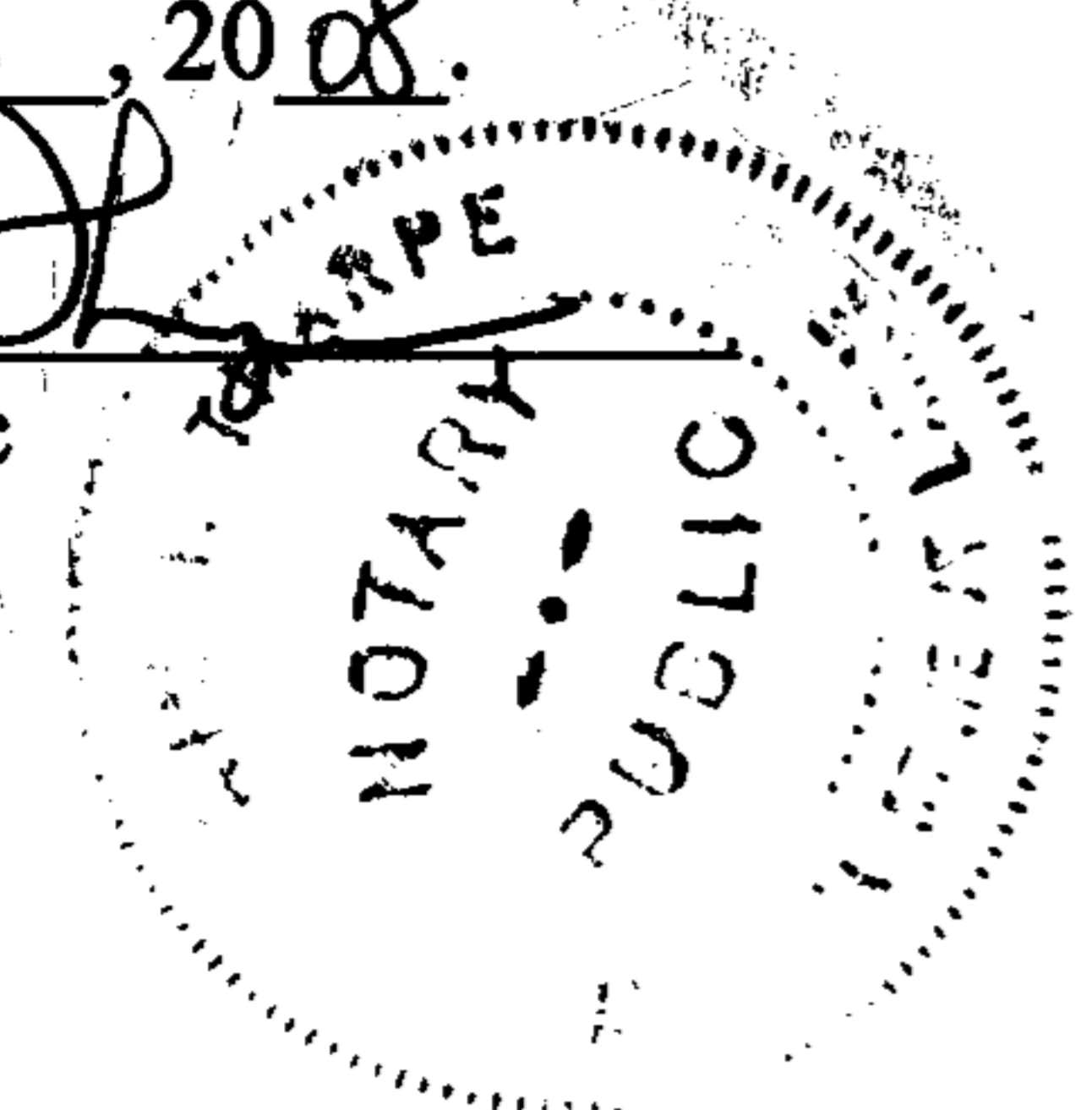
Witnessed this the 22nd day of April, 2008.

CWS, L.L.C.
Charles H. Chapman

I the Undersigned Authority in and or said County and State, hereby certify that Charles H. Chapman, whose name as Manager of CWS, L.L.C., is signed to the foregoing restrictions, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the restrictions, he/she, as such Officer and with full Authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and Official Seal this the 22nd day of April, 2008.

Y. L. S. Harper
Notary Public



Prepared by:
Charles H. Chapman
P.O. Box 220
DOTHAN, AL. 36302

Recording Fee 33.00
TOTAL 33.00

Give original & cert. copy to Charles Chapman