

I certify that this instrument was filed on

JUL 24 1985

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ARTICLES OF INCORPORATION
OF
SUNDIAL OWNERS ASSOCIATION, INC.

and that no tax was collected. Recorded in
Book 54 *Amey*
Page 1969-1978 Judge of Probate
R.P. \$1.00 Index \$

By these Articles, the undersigned natural persons over the age of Nineteen (19) hereby associate themselves for the purpose of forming a not for profit corporation under the Alabama Nonprofit Corporation Act, §10-3-1 et seq., Code of Alabama (1975) and the Alabama Condominium Ownership Act, §35-8-1 et seq., Code of Alabama (1975), and verify as follows:

ARTICLE I
NAME AND DEFINITIONS

The name of the corporation shall be SUNDIAL OWNERS ASSOCIATION, INC. The corporation is herein referred to as the "Association," and the terms used herein shall have the meaning for each stated in the Alabama Nonprofit Corporation Act, §10-3-1 et seq., Code of Alabama (1975) and the Alabama Condominium Ownership Act, § 35-8-1 et seq., Code of Alabama (1975). (hereinafter referred to as the "Acts") and the Declaration of Condominium of SUNDIAL, a condominium, to be recorded in the Public Records of Baldwin County, Alabama, unless the context otherwise requires.

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ARTICLE II
PURPOSE

The Association is organized for the purpose or purposes of transacting any and all lawful business, including but not limited to the following:

(1) To maintain, operate and manage the condominium known as SUNDIAL, a condominium, located in Baldwin County, Alabama, and to do all things incident, necessary, convenient, expedient, ancillary, or in aid of the accomplishment of the foregoing.

(2) To own, operate, lease, sell, trade, or otherwise deal with such property, real or personal, as may be necessary or convenient in the administration of the Condominium.

ARTICLE III
POWERS

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 this Article, the Declaration of Condominium and the Acts.

3.02. Specific Powers. In furtherance of the purposes of the Association, the Association shall have all of the powers set forth in the Acts, and all of the powers reasonably necessary to operate the Condominium pursuant to the Declaration of Condominium, including but not limited to the following irrevocable rights, powers, and authority:

(1) To enforce the covenants and restrictions contained in the Declaration, and to make, establish, and enforce reasonable Rules and Regulations governing the administration, management, and use of the Condominium Property;

(2) To establish a budget for the operations of the Condominium; to designate those expenses which shall constitute the Common Expenses and Limited Common Expenses of the Condominium; to make, levy, and collect assessments against Unit Owners of the Condominium to provide the funds to pay for Common Expenses and Limited Common Expenses of the Condominium as provided for in the Condominium Documents and in the Act; and to use and expend the proceeds of Assessments in the exercise of the powers and duties of the Association;

(3) To maintain, repair, replace, and operate those portions of the Condominium Property that the Association has the duty or right to maintain, repair, replace, and operate under the Condominium Documents.

(4) To have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair, or replacement of any Common Elements or Limited Common Elements therein or accessible therefrom, or, to have immediate access at any time as may be necessary for making emergency repairs necessary to prevent damage to any other Unit or Units;

(5) To contract for the management of the Condominium Property and to delegate to such agent(s) all or some of the powers, duties, and responsibilities of the Association;

HSC. 54 AGE 1970

(6) To employ personnel to perform the services required for proper operation of the Condominium;

(7) To purchase and maintain all forms of insurance on the Condominium Property for the protection of the Association and its members;

(8) To reconstruct the Condominium Property after casualty or other loss;

(9) To make additional improvements on and to the Condominium Property;

(10) To approve or disapprove the transfer, mortgage, and ownership of Units to the extent such power is granted to it under the Condominium Documents;

(11) To retain legal counsel at the expense of the Association and to enforce by legal action the provisions of the Condominium Documents and the Rules and Regulations of the Association;

(12) To acquire, by purchase or otherwise, Units in the Condominium, and to hold, lease, mortgage, and convey the same;

(13) To lease or license the use of Common Elements and Limited Common Elements in a manner not inconsistent with the rights of Unit Owners;

(14) To pay taxes and assessments which are liens against any part of the Condominium other than individual Units (unless the individual Units are owned by the Association) and the appurtenances thereto, and to assess the same against the Units.

(15) To pay the cost of all power, water, sewer, trash, garbage, and other utility services rendered to the Condominium and not billed to the individual Units.

(16) To adopt and establish Bylaws for the operation of the Condominium Association.

ARTICLE IV ASSOCIATION FUNDS AND PROPERTY

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 a reasonable amount to its Members, Directors, and Officers for services rendered, and it may confer benefits on its Members in conformity with the Declaration of Condominium and 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 the provisions of the Declaration, these Articles and the Bylaws.

ARTICLE V MEMBERS

5.01. Qualification. The Members of the Association shall consist of all of the Unit Owners of record in the Condominium.

5.02. Certificate of Membership. This Corporation 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 in the public records of Baldwin County, Alabama, of a deed of other instrument establishing a record title to a Condominium Unit, and delivery to the Association of a certified copy of such instrument. The new Unit Owner designated by such instrument shall thereupon become a Member of the Association, and the membership of the prior unit owner shall thereby be terminated.

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 appurtenance to such Member's Unit.

5.05. Meetings. The Bylaws, 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 owner of each Unit shall be entitled to the number of votes specified in the Declaration of Condominium for that unit. The manner of exercising voting rights shall be determined by the Bylaws.

MISC. 54-40E 1972

ARTICLE VI
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 Bylaws, but which shall consist of not less than three Directors. Except as may otherwise be provided in the Bylaws, each Director shall be either a person designated by the Developer or 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 Bylaws.

6.03. Authority. All of the duties and powers of the Association existing under the Condominium Act, the Declaration of Condominium, these Articles, and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to approval by Unit Owners when such approval is specifically required by the Condominium Act, the Declaration of Condominium, these Articles, or the Bylaws.

6.04. Initial Directors. The names and addresses 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:

<u>NAME</u>	<u>ADDRESS</u>
C. W. NORTHCUTT, III	<u>311 South Georgia Avenue</u> <u>Mobile, AL 36604</u>
ROBERT J. FEDDER	<u>P.O. Box 2256</u> <u>Gulf Shores AL 36542</u>
STAN P. JACKSON	<u>P.O. Box 664</u> <u>Loxley, AL 36551</u>

MISC. 54-106 1973

ARTICLE VII
OFFICERS

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

<u>NAME.</u>	<u>OFFICE</u>	<u>ADDRESS</u>
<u>[Signature]</u>	President	<u>P.O. Box 664</u> <u>GULF SHORES, AL 36542</u>
<u>ROBERT FENNER</u>	Vice President	<u>P.O. Box 2256</u> <u>GULF SHORES, AL 36542</u>
<u>[Signature]</u>	Treasurer	<u>[Signature]</u> <u>[Signature]</u>
<u>CECILIA FENNER</u>	Secretary	<u>P.O. Box 2256</u> <u>GULF SHORES, AL 36542</u>

MISC. 51 OF 1974

ARTICLE VIII
DURATION

The duration of the Association shall be perpetual; provided, however, that the Association shall be terminated by the termination of the Condominium in accordance with the terms of the Declaration of Condominium.

ARTICLE IX
REGISTERED OFFICE AND AGENT

The initial registered office of the Association is 144 Cove Avenue, Gulf Shores, Alabama, and the name of the initial registered agent at that address is G. DAVID CHAPMAN III.


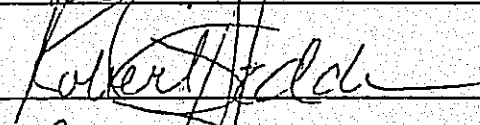
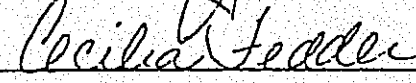
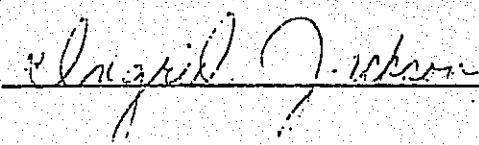
ARTICLE X
INCORPORATORS

The name and address of each incorporator of the Association is:

<u>NAME</u>	<u>ADDRESS</u>
<u>STAN A. JACKSON</u>	<u>P.O. BOX 6664</u> <u>LOXLEY, AL 36551</u>
<u>ROBERT FEDDER</u>	<u>P.O. BOX 2256</u> <u>GULF SHORES, AL 36542</u>
<u>IRVING JACKSON</u>	<u>P.O. BOX 6664</u> <u>GULF SHORES, AL 36542</u>
<u>CECILIA FEDDER</u>	<u>P.O. BOX 2256</u> <u>GULF SHORES, AL 36542</u>

IN WITNESS WHEREOF, the Incorporators have hereto
affixed their signatures this 22nd day of JULY,
~~1984~~. 1985,

INCORPORATORS:

This Instrument Prepared by:

G. DAVID CHAPMAN III
Attorney at Law
Post Office Box 1558
Gulf Shores, Alabama 36542,

HSC. 51-AGE 1975

DECLARATION OF CONDOMINIUM OF
SUNDIAL, A Condominium

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MISC. SA 40E 1975

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MSC. 54-406 1978

State of Alabama

Baldwin County

CERTIFICATE OF INCORPORATION

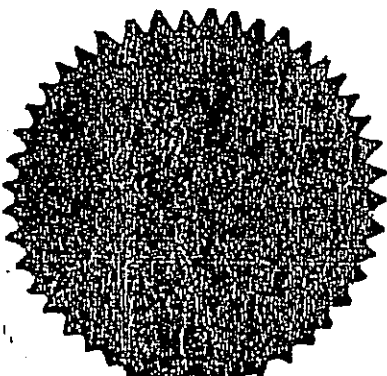
OF

Sundial 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 Sundial Owners Association, Inc., duly signed pursuant to the provisions of Section 64 of the Alabama Business 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 Sundial Owners Association, Inc., and attaches hereto a duplicate original of the Articles of Incorporation.

GIVEN Under My Hand and Official Seal on this the 24th day of July, 19 85.



Harry D'Oliver
Judge of Probate

Certificate of Occupancy

City of

G U L F S H O R E S

Department of Building Inspection

This Certificate issued pursuant to the requirements of Section 109 of the Southern Standard Building Code certifying that at the time of issuance this structure was in compliance with the various ordinances of the City regulating building construction or use. For the following:

Use Classification Sundial Condominiums Bldg. Permit No. 1523

Group R Type Construction VI Fire District Not Applicable

Owner of Building Fedjac Development Address P.O. Box 2256, Gulf Shores, AL 36542

Building Address West Beach Boulevard Locality Gulf Shores, AL 36542

Lot 4, Block 3, Unit Two, Gulf Shores

By:

Richard A. Williams
Building Official

Date: August 6, 1985

POST IN A CONSPICUOUS PLACE

Certificate of Occupancy

City of GULF SHORES

Department of Building Inspection

This Certificate issued pursuant to the requirements of Section 109 of the Southern Standard Building Code certifying that at the time of issuance this structure was in compliance with the various ordinances of the City regulating building construction or use. For the following:

Sundial

Use Classification Condominium - Units B-1, G-1, G-2, and H-3 Bldg. Permit No. 1523

Group R Type Construction VI Fire District N/A

Owner of Building Fedjac Development Address P O Box 2256, Gulf Shores AL 36542

Building Address Lot 4, Block 3, Unit Two Locality West Beach Boulevard, Gulf Shores AL 36542

By: _____

Lucy A. Hallinger
Building Official

Date: July 25, 1985

POST IN A CONSPICUOUS PLACE