

This instrument was prepared by:  
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420 North 20th Street  
Birmingham, Alabama 35203

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**ARTICLES OF INCORPORATION  
OF  
CRIMSON PLACE ASSOCIATION, INC.**

The undersigned, acting as incorporator of a nonprofit corporation under the Alabama Nonprofit Corporation Act, CODE OF ALABAMA 1975, §§ 10-3A-1, *et seq.* (the "Act"), adopts the following Articles of Incorporation for such corporation:

**FIRST:** The name of the corporation shall be **CRIMSON PLACE ASSOCIATION, INC.**, hereinafter referred to as the "Association."

**SECOND:** The period of its duration is perpetual.

**THIRD:** This Association is not organized for profit, and the purpose for which the Association is organized is to provide an entity pursuant to the Alabama Uniform Condominium Act of 1991, CODE OF ALABAMA 1975, §§ 35-8A-101, *et seq.* for the operation, management, maintenance, control and administration of **CRIMSON PLACE CONDOMINIUM**, located in Tuscaloosa, Tuscaloosa County, Alabama (the "Condominium").

**FOURTH:** The powers of the Association shall include, and be governed by, the following provisions:

A. The Association shall have all the common law and statutory powers of a nonprofit corporation and the powers designated under the Alabama Uniform Condominium Act of 1991 which are not in conflict with the terms of these Articles or the Declaration of Condominium of Crimson Place Condominium (the "Declaration"), as they may be amended from time to time, including, but not limited to, the following (capitalized terms shall have the meaning as set forth in the Declaration):

1. To acquire, hold, lease, manage, mortgage or convey real, personal or mixed property wherever situated, including, without limitation, Units in the Condominium.

2. To make and collect assessments against the members as provided in the Declaration to defray the costs, expenses and losses of the Condominium or any other business enterprise, venture or property interest of the Association, and to use the proceeds of the assessments in the exercise of the powers and duties herein provided.

3. To borrow funds to pay for such expenditures as may be authorized by the provisions of the Declaration and to assign as security for said loan rights to future income of the Association through assessments.

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4. To maintain, repair, replace, clean, paint, and operate the property of the Condominium or the property of the Association.

5. To purchase insurance for the protection of the Condominium and the Association and its members.

6. To make and amend reasonable Rules and Regulations respecting the use of the property of the Condominium or the property of the Association.

7. To lease or grant easements or licenses for use of the Common Elements of the Condominium in a manner not inconsistent with the rights of owners of Units in the Condominium.

8. To enforce by legal means the provisions of the Alabama Uniform Condominium Act of 1991, Declaration, the Articles and By-Laws of the Association, and the Rules and Regulations for the use of the property of the Condominium or the Association.

9. To contract for the management of the Condominium and to delegate to such contractor all powers and duties of the Association, except such as are specifically required to be performed by the Association.

10. The objects and purposes set forth in Article Third of these Articles shall be construed as powers, as well as objects and purposes, and the Association shall have, and may exercise, such powers as if such powers were set forth in full herein.

11. The Association shall have, and may exercise, all powers as shall enable it to do each and every thing necessary, suitable, convenient, expedient or proper for the accomplishment of any or all purposes and the attainment of any or all objects set forth in Article Third.

12. The Association shall have, and may exercise, all powers set forth in any other Article of these Articles of Incorporation, the Act, or the Alabama Uniform Condominium Act of 1991, CODE OF ALABAMA 1975, § 35-8A-101, *et seq.*

B. All funds and title of properties acquired by the Association, and the proceeds therefrom, shall be held in trust for the members in accordance with the provisions of the Declaration and the By-Laws of the Association.

**FIFTH:** The members of the Association shall consist of all of the record owners of Units in the Condominium and, after termination of the Condominium, shall consist of those who are members at the time of such termination and their heirs, successors and assigns. Membership in the Association shall be evidenced by a deed or other instrument establishing a record title to a Unit in the Condominium recorded in the Probate Office of Tusealoosa County, Alabama. Upon such recordation, the Owner of the Unit designated by such instrument shall become a member of the Association, and the membership of the prior Owner shall be terminated. The share of a member in the funds or assets of the Association cannot be assigned,

hypothecated, or transferred in any manner except as an appurtenance to the Unit. The exact number of votes to be cast by Owner(s) of a Unit and the manner of exercising voting rights shall be determined by the Declaration and the By-Laws of the Association.

**SIXTH:** The affairs of the Association shall be managed by a Board of Directors consisting of the number of directors as shall be determined by the By-Laws. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

Notwithstanding the provisions set forth in this Article Sixth, Alabama Condos, L.P. (the "Declarant"), its successors and assigns, shall control by appointing and renewing officers and members of the Board until such time as (a) sixty (60) days have elapsed since seventy-five (75%) of the Units in the Condominium which may be created have been conveyed to purchasers of Units other than the Declarant, or (b) two years after Declarant has ceased to offer Units for sale of Declarant has exercised any development right, provided that the Developer may, at its option, to terminate control of the Association, whichever first occurs. Not later than ninety (90) days after conveyance of twenty-five percent (25%) of the Units which may be created to Unit Owners other than the Developer, the Unit Owners other than the Developers shall be entitled to elect twenty-five percent (25%) of the Members of the Board. Not later than ninety (90) days after conveyance of fifty percent (50%) of the Units which may be created to Unit Owners other than Developer, not less than thirty-three and one-third percent (33⅓%) of the members of the Board may be elected by the Unit Owners. The Developer shall be entitled to elect at least one (1) member of the Board of Directors, as long as the Developer holds for sale in the ordinary course of business at least one (1) Unit. Within sixty (60) days before the date of termination of control of the Association by the Developer, the Board of Directors shall call and give not less than ten (10) nor more than thirty (30) days' notice of a special meeting of the membership for the purpose of electing the members of the Board of Directors.

The initial Board of Directors shall have four (4) Directors. The names and addresses of the members of the Board of Directors who shall hold office until their successors are elected and have qualified, or until such Directors are removed, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Brian Dincerstein	6363 Woodway, Suite 1000 Houston, Texas 77057
John Caltagirone	6363 Woodway, Suite 1000 Houston, Texas 77057
Mark Foraker	6363 Woodway, Suite 1000 Houston, Texas 77057
Daniel Kughen	1641 McFarland Boulevard Tuscaloosa, Alabama 35406

Any director may be removed, either with or without cause, at any time, by a two-thirds (2/3) vote of all persons present in person and entitled to vote at a meeting of the Unit Owners at which a quorum is present, other than a director appointed by Developer. The vacancy in the Board caused by any such removal may be filled by the members at such meeting or at any subsequent meeting in the manner prescribed in the By-Laws for the filling of vacancies on the Board.

**SEVENTH:** The address of the Association's initial registered office is: 1641 North McFarland Blvd., Suite A-1, Tuscaloosa, Alabama 35406, and the name of its initial registered agent is R.A. Turner, Jr., with the same address.

**EIGHTH:** The Association shall have the right to indemnify each person who shall serve as a director, officer, employee, or agent of the Association, or shall serve at the request of the Association in a similar capacity with another association, joint venture, trust, or other enterprise, to the extent to which this Association is granted the power to so indemnify such persons by any and every statute of the State of Alabama or act of the Legislature of the State of Alabama.

**NINTH:** No contract or other transaction between the Association and any person, firm, or association, and no other act of the Association shall, in the absence of fraud, be invalidated or in any way affected by the fact that any of the directors of the Association are directly or indirectly, pecuniarily or otherwise interested in such contract, transaction or other act, or related to or interested in (either as director, stockholder, officer, employee, member or otherwise) such person, firm, or association. Any director of the Association individually, or any firm or association of which any director may be a member of, may be a party to, or may be pecuniarily or otherwise interested in, any contract or transaction of the Association, provided that the fact that he, individually, or such firm or association, is so interested, shall be disclosed or known to the Board of Directors or a majority of the members thereof as shall be present at any meeting of the Board of Directors, or of any committee of directors having the powers of the full Board, at which action upon any such contract, transaction or other act is taken; and if such fact shall be so disclosed or known, any director of the Association so related or otherwise interested may be counted in determining the presence of a quorum at any meeting of the Board of Directors, or of such committee, at which action upon any such contract, transaction or act shall be taken, and may vote with respect to such action with like force and effect as if he were not so related or interested. Any director of the Association may vote upon any contract or other transaction between the Association and any affiliated association without regard to the fact that he is also a director of such affiliated association.

**TENTH:** Upon the dissolution of the Association, the assets of the Association shall be distributed to the members in the same manner as provided in the Declaration for the distribution of the property, subject thereto upon termination of the Condominium, to the extent that such dissolution is not inconsistent with the provisions of the Act.

**ELEVENTH:** The Association reserves the right to amend, alter, change or repeal any provision contained in these Articles in the manner now or hereafter provided by law, and all rights conferred upon officers and directors herein are granted subject to this reservation.

**TWELFTH:** The name and address of the incorporator are:

Carol H. Stewart  
Burr & Forman LLP  
3100 Wachovia Tower  
420 North 20th Street  
Birmingham, Alabama 35203

**WHEREFORE,** this incorporator files the Articles of Incorporation and tenders to the Probate Judge of Tuscaloosa County, Alabama the lawful fees and charges, and prays that these Articles may be examined and approved, and that the Association may be deemed to be incorporated for the purposes herein set out.



CAROL H. STEWART  
Incorporator

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**EXHIBIT "E"**

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**DESCRIPTION AND BOUNDARIES OF UNITS IN  
CRIMSON PLACE CONDOMINIUM**

**Upper and Lower Boundaries.** The upper boundary of each Unit is the horizontal plane of the unfinished upper interior surface of the ceiling. The upper boundary is above the plaster, dry-wall or other material forming the finished interior surface of the ceiling. The lower boundary of each Unit is the horizontal plane of the lower unfinished surface of the floor. The lower boundary is below the wood, tile or other material forming the finished flooring. The upper and lower boundaries of each Unit extend to their intersection with the perimetrical boundaries of the Unit.

**Perimetrical Boundaries.** The perimetrical boundaries of each Unit are the vertical planes of the interior unfinished surface of the walls of the Unit (whether such walls separate the Unit from other Units or the Common Elements) and the vertical planes of the unfinished exterior surfaces of windows and entry doors. The perimetrical boundaries are outside all doors and windows therein, and all sheetrock, lath, and wallboard of the perimeter walls of the Unit. The materials constituting the interior finished surfaces of the walls, including without limitation, the molding, tiles, wallpaper and paint are within the boundaries of each Unit. The perimetrical boundaries of each Unit extend to their intersection of the upper and lower boundaries of the Unit.

**General.** Window screens and all fixtures, equipment and appliances located within the boundaries of each Unit are deemed to be a part of such Unit. Any heating and/or air conditioning compressors, units, components or other apparatus serving a Unit located beyond the boundaries of the Unit shall be deemed a part of that Unit, but any portions thereof serving more than one Unit or any portion of the Common Elements shall be deemed a part of the Common Elements. If any chutes, flues, ducts, conduits, wires, bearing walls, bearing columns, or any other apparatus lie partially inside and partially outside of the designated boundaries of a Unit, any portions thereof serving only that Unit shall be deemed a part of that Unit, but any portions thereof serving more than one Unit or any portion of the Common Elements shall be deemed a part of the Common Elements.

Without limiting the generality of the foregoing, or, as appropriate, in addition each Unit shall include:

1. the decorated surfaces, including paint, wall covering, tile and other finishing material applied to floors, ceilings, and interior and perimeter walls, carpeting, if any, and also the floors and ceilings themselves, and the drywall and other finishing wall material;
2. all windows, skylights, if any, and screens and doors, including storm doors and windows, if any, and the frames, sashes, glass and jams, and the hardware therefor;

3. all fixtures and appliances installed for the exclusive use of that Unit, commencing at the point of disconnection from the structural body of the building and from utility pipes, lines or systems serving the entire building or more than one Unit thereof, including, without limiting the generality hereof, built-in cabinets, dishwashers, garbage disposers, refrigerators, stoves and hoods, television antennas and cables, furnaces, hot water heaters, heating and air conditioning units, exterior lighting, (even though located outside the bounds of a Unit), and components of the foregoing, if any;
4. all plumbing, electric, heating, cooling and other utility or service lines, pipes, wires, ducts, conduits and apparatus, wherever located, which serve only that Unit;
5. all control knobs, switches, thermostats and electrical outlets and connections affixed to or projecting from the walls, floors and ceilings which service either the Unit or the fixtures located therein;
6. all interior walls that are not necessary for support of the structure, and all components thereof and all space encompassed thereby; and
7. the portion of fireplaces, if any, actually within the interior of a Unit, and fireplace vents or chases;

excluding therefrom, however, all of the following items, whether or not located within the bounds of that Unit:

- (a) any supporting element of the building contained in interior walls;
- (b) all plumbing, electric, heating, cooling and other utility service lines, pipes, sump pumps, if any, and accessories thereto, wires, ducts and conduits which serve any other Unit; and
- (c) chimneys, if any.

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EXHIBIT "F"

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CRIMSON PLACE CONDOMINIUM

SHARE OF COMMON ELEMENTS  
AND COMMON EXPENSES  
ALLOCATED TO EACH UNIT, LIMITED COMMON ELEMENTS AND VOTES

UNIT #	% OF OWNERSHIP OF COMMON ELEMENTS ALLOCATED INTEREST	LIMITED COMMON ELEMENT PARKING SPACE(S) ASSIGNMENT	VOTE
111	0.863%	1; 5	1
112	0.835%		1
113	0.835%		1
114	0.863%		1
211	0.863%		1
212	0.835%		1
213	0.835%		1
214	0.835%		1
215	0.835%		1
216	0.863%	25; 26	1
311	0.515%	83	1
312	0.515%	98	1
313	0.515%	100	1
314	0.515%	94	1
321	0.515%	118	1
322	0.515%	119	1
323	0.515%	101	1
324	0.515%	120	1
331	0.515%	99	1
332	0.515%	112	1
333	0.557%	95	1
334	0.557%	102	1
341	0.515%	96	1
342	0.515%	97	1
343	0.557%	81	1
344	0.557%	113	1
411	0.515%	167	1
412	0.515%	66	1
413	0.515%	160	1
414	0.515%	170	1
415	0.515%	159	1
416	0.515%	158	1



UNIT #	% OF OWNERSHIP OF COMMON ELEMENTS ALLOCATED INTEREST	LIMITED COMMON ELEMENT PARKING SPACE(S) ASSIGNMENT	VOTE
421	0.515%	187	1
422	0.515%	67	1
423	0.515%	153	1
424	0.515%	165	1
425	0.515%	171	1
426	0.515%	62; 154	1
431	0.515%	172	1
432	0.557%	162	1
433	0.557%	157	1
434	0.515%	186	1
435	0.515%	161	1
436	0.515%	57	1
441	0.515%	169	1
442	0.557%	163	1
443	0.557%	61; 156	1
444	0.515%	168	1
445	0.515%	164	1
446	0.515%	59	1
511	0.696%	43	1
512	0.696%	41	1
513	0.696%	56	1
514	0.696%	46	1
515	0.696%	38	1
516	0.696%	53	1
521	0.696%	45; 416	1
522	0.696%	44	1
523	0.696%	50	1
524	0.696%	33	1
525	0.696%	40	1
526	0.696%	54	1
531	0.696%	36	1
532	0.696%	52	1
533	0.696%	72	1
534	0.696%	47	1
535	0.738%	37	1
536	0.736%	70	1
541	0.696%		1
542	0.696%		1
543	0.696%	71	1
544	0.696%	42	1

UNIT #	% OF OWNERSHIP OF COMMON ELEMENTS ALLOCATED INTEREST	LIMITED COMMON ELEMENT PARKING SPACE(S) ASSIGNMENT	VOTE
545	0.738%		1
546	0.736%		1
611	0.696%	262	1
612	0.696%	195	1
613	0.696%	285	1
614	0.696%	372	1
621	0.736%	260	1
622	0.696%	201	1
623	0.736%	366	1
624	0.696%	371	1
631	0.736%	197	1
632	0.696%	196	1
633	0.736%	369	1
634	0.696%	370	1
641	0.736%	198	1
642	0.696%		1
643	0.736%	373	1
644	0.696%		1
711	0.696%	331	1
712	0.696%	298	1
713	0.696%	294	1
714	0.696%	344	1
715	0.696%	295	1
716	0.696%	363	1
721	0.736%	304	1
722	0.738%	293	1
723	0.696%	284	1
724	0.696%	345	1
725	0.696%	296	1
726	0.696%	364	1
731	0.736%	303	1
732	0.738%	290	1
733	0.696%	286	1
734	0.696%	346	1
735	0.696%	355	1
736	0.696%	365	1
741	0.736%	300	1
742	0.738%	301	1
743	0.696%	287	1
744	0.696%	299	1

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UNIT #	% OF OWNERSHIP OF COMMON ELEMENTS ALLOCATED INTEREST	LIMITED COMMON ELEMENTS PARKING SPACE(S) ASSIGNMENT	VOTE
745	0.696%	291	1
746	0.696%	292	1
811	0.696%	233	1
812	0.696%	234	1
813	0.696%	311	1
814	0.696%	312	1
815	0.696%	323	1
816	0.696%	322	1
821	0.696%	306	1
822	0.736%	307	1
823	0.696%	313	1
824	0.738%	317	1
825	0.696%	324	1
831	0.696%	309	1
832	0.736%	832	1
833	0.696%	314	1
834	0.738%	315	1
835	0.696%	326	1
836	0.696%	320	1
841	0.696%	308	1
842	0.736%	318	1
843	0.696%	321	1
844	0.738%	316	1
845	0.696%	325	1
846	0.696%	319	1
911	0.863%	335; 374	1
912	0.835%		1
913	0.835%		1
914	0.835%	338; 342	1
915	0.835%		1
916	0.863%	340; 341	1
1011	0.863%	403; 404	1
1012	0.835%	402; 405	1
1013	0.835%	400; 401	1
1014	0.863%		1
<b>TOTAL</b>	<b>100.00%</b>		<b>148</b>