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STATE OF ALABAMA

COUNTY OF SHELBY

**ARTICLES OF ORGANIZATION
ISLANDS OF LAY, L.L.C.
an Alabama Limited Liability Company**

TO THE HONORABLE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA:

The undersigned, desiring to form a Limited Liability Company pursuant to the Alabama Limited Liability Company Act, as it now exists or may hereafter be amended from time to time (hereinafter referred to as the "Act"), hereby adopts the following Limited Liability Company Articles of Organization:

ARTICLE I - NAME

The name of the limited liability company (hereinafter referred to as the "Company") is "ISLANDS OF LAY, L.L.C."

ARTICLE II - DURATION

The period of duration of the Limited Liability Company is perpetual.

ARTICLE III - PURPOSE

The Company is organized for the following purposes:

- a) To engage generally in acquiring land for development and home building, and the business of buying, selling, improving, building, repairing, remodeling and managing homes, buildings, offices, furniture and property of any and all kinds and characters, and to engage in any activities related or incidental thereto, and to engage in any other business or activities for which a Limited Liability Company

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may be organized under the Alabama Limited Liability Company Act.

- b) To exercise, carry out and enjoy any license, power, authority, concession, right or privilege which any Limited Liability Company may have or grant.
- c) To purchase, or acquire by assignment, transfer or otherwise, and own, develop, construct, lease, operate, manage, encumber, hold, mortgage or otherwise pledge, and sell, exchange, transfer, deal in and in any manner dispose of, investments for the production of income and profit, and real or personal property of any kind, character, class, or type whatsoever, and wherever situated, including, but not limited to, participation and ownership interest in associations, firms, corporations, general and limited partnerships, limited liability companies or partnerships, or other business entities, of any kind or character, and wherever situated.
- d) To manufacture, purchase, or otherwise acquire, and hold, own, mortgage, pledge, sell, transfer, or in any manner dispose of, and to deal and trade in goods, wares, merchandise, and real and personal property of every class and description, wherever situated.
- e) To own and operate mines, plants, factories, mills, warehouses, yards, merchandise stores, commissaries and all other installations of whatever character or description, together with the equipment, rolling stock, and other facilities used or useful with or incidental thereto.
- f) To purchase or otherwise acquire, hold, use, sell, assign, lease,

mortgage, or in any manner dispose of, and take, exchange and grant licenses, or other rights therein, in respect of letters patent of the United States or any foreign country, patent rights, licenses and privileges, inventions, improvements, processes, formulae, methods, copyrights, trademarks and trade names, know-how, and trade secrets, relating to or useful in connection with any business, objects or purposes of the Limited Liability Company.

- g) To subscribe for, acquire, hold, sell, assign, transfer, mortgage, pledge, or in any manner dispose of shares of stock, bonds, or other evidences of indebtedness or securities issued or created by any corporation of Alabama or any other state or foreign country and, while the owner thereof, to exercise all the rights, privileges, and powers of ownership, including, but not limited to, the right to vote thereon, to the same extent as a natural person may do, subject to the limitations, if any, on such rights now or hereafter provided by the laws of Alabama.
- h) To enter into, make and perform contracts of every kind for any lawful purpose without limit as to amount, with any person, firm, association, general or limited partnership, limited liability company or partnership, corporation, municipality, country, state, territory, government, subdivision, or body politic.
- i) To acquire the good will, rights, assets and properties, and to undertake the whole or any part of the liabilities, of any person, firm, association, general or limited partnership, limited liability company or

partnership or corporation; to pay for the same in cash or securities of the Limited Liability Company, or otherwise; to own, hold, or in any manner dispose of, the whole or any part of the property so acquired; to conduct, operate, or lease in any lawful manner the whole or any part of the business so acquired and to exercise all powers necessary or convenient in and about the conduct and management of any such business.

- j) To borrow and lend money, without security, or upon the giving or receipt of such security as the Members may deem advisable by way of mortgage, pledge, transfer, assignment, or otherwise, of real and personal property of every nature and description, or by way of guaranty, or otherwise.
- k) To draw, make, accept, endorse, discount, execute, and issue promissory notes, drafts, bills of exchange, warrants, debentures, and other negotiable or transferable instruments.
- l) To purchase, take, redeem, receive, exchange, or otherwise acquire, hold, own, pledge, transfer or otherwise dispose of, at any time or from time to time, any of its bonds, debentures, notes, scrip, or evidences of indebtedness or other securities, and to hold, sell, transfer, or reissue the same.
- m) To act as agent, jobber, broker or Attorney-in-Fact in buying, selling and dealing in real and personal property of every nature and description and leases respecting the same and estates and interests

therein and mortgages and securities thereon, in making and obtaining loans, whether secured by a mortgage of, or security interest in, such property or not, and in supervising, managing and protecting such property and loans and all interest in, and claims affecting, the same.

- n) To enter into, make, perform, and/or cancel and rescind any plan, program or contract for the assistance and welfare of its employees, or for any lawful arrangement for sharing profits or providing pensions for its employees.
- o) To enter into any legal arrangements for sharing of profits, reciprocal concessions, or cooperation, as general or limited partner, joint venturer, or otherwise, with any person, general or limited partnership, Limited Liability Company or partnership, corporation, association, combination, organization, entity or other body whatsoever, domestic or foreign, carrying on or proposing to carry on, any business which this Limited Liability Company is authorized to carry on, or any business or transaction deemed necessary, convenient or incidental to carrying out any of the objects of the Limited Liability Company.
- p) To have one or more offices to carry on all of its operations and business without restriction or limit as to amount, in any of the states, districts, territories, or possessions of the United States, and in any and all foreign countries, subject to the laws of such state, district, territory, possession, colony, or country.

q) To endorse, or otherwise guarantee, or become a surety with respect to, or obligate itself for, or without becoming liable therefore, nevertheless, to pledge or mortgage all or any part of its properties to secure the payment of the principal of, and interest on, or either thereof, any bonds, including construction or performance bonds, stock, dividends, securities, interest, debentures, notes, contracts, or other obligations or evidences of indebtedness, or the performance of any contract, lease, construction, performance or other bond, stock, dividend, security, interest, debenture, note, mortgage, or obligation of any corporation or association, domestic or foreign, or of any firm, general or limited partnership, Limited Liability Company or partnership, joint venture, natural person or other entity whatsoever, in which the Limited Liability Company may have a lawful interest, or on account of, or with respect to, any transaction in which the Limited Liability Company shall receive any lawful consideration, advantage or benefit, on any account whatsoever. The Limited Liability Company shall be deemed to have a lawful interest in any firm, general or limited partnership, Limited Liability Company or partnership, joint venture, natural person corporation or association (A) which is a member of the Limited Liability Company, or (B) which owns stock in a corporation which is a member of the Limited Liability Company, or (C) in which the Limited Liability Company owns stock, or (D) in which any one or more members of the Limited Liability Company also own stock or

similar equity interests, or (E) which or who has entered into any contractual arrangement pursuant to which any such corporation or person undertakes corresponding or like obligations of endorsement, guarantee, or suretyship, with respect to all or any such obligations or evidences of indebtedness or contracts of the Limited Liability Company, or which may engage with the Limited Liability Company in the conduct of any joint venture or enterprise, or in the use of common facilities or services.

- r) To carry on any other business and do any and all acts which are deemed necessary or proper in furtherance of, or in connection with, the foregoing or the Company's specific or general purposes or any other purpose which the Manager and Members may deem to be to the Company's advantage, either as principals or as agents, and to do every act (or acts), which is (or are) in any way related or connected to the Company's specific or general purposes.
- s) To do any and all of the things herein set out and such other things as are incidental or conducive to the attainment of the objects and purposes of the Limited Liability Company to the same extent as natural persons might or could do and in any part of the world, as principal, factor, agent, contractor, or otherwise, either alone or in conjunction with any person, firm, association, general or limited partnership, Limited Liability Company or partnership, corporation or any entity of whatsoever kind or character, and to do any and all such

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acts and things and to exercise any and all such powers to the full extent authorized or permitted to a Limited Liability Company under any laws that may be now or hereafter applicable or available to the Limited Liability Company.

The specific powers listed above, and the foregoing clauses and each phrase thereof, shall be construed as objects and purposes of the Limited Liability Company, as well as powers, and provisions for the regulation of the business and the conduct of the affairs of the Limited Liability Company by law. It is hereby expressly provided that the foregoing specific enumeration of objects and purposes shall not be deemed or held to limit or restrict in any manner whatsoever the Company's general powers, and the exercise and use thereof, otherwise conferred or granted by law.

ARTICLE IV - INITIAL REGISTERED OFFICE AND AGENT

The initial registered office of the Company shall be 1 Lake Forrest Lane, Wilsonville, Alabama 35186. The mailing address of the initial registered office shall be the same. The name of the initial registered agent at such address is James R. Payton.

ARTICLE V - INITIAL MEMBERS

The name and address of the initial Member of the Company is listed below:

NAME

JAMES R. PAYTON

ADDRESS

1 Lake Forest Lane
Wilsonville, AL 35186

ARTICLE VI - ADMISSION OF ADDITIONAL MEMBERS

The Member of the Company shall have the right to admit additional Members.

ARTICLE VII - DISSOLUTION

The Company shall dissolve when there is no remaining Member in the Company unless either:

- a) the holders of all of the financial rights, as defined in the Act in the Company agree in writing, within ninety (90) days after the cessation of membership of the last Member, to continue the legal existence and business of the Company and to appoint one or more Members, or
- b) the legal existence and business of the Company is continued, and one or more new Members are appointed, in the manner stated in the Operating Agreement.

ARTICLE VIII - MANAGEMENT

The Company shall be managed by a Manager. The Manager will be JAMES R. PAYTON, (whose address is above) until she resigns or is removed by operation of law or by the Members according to the terms of the Company's Operating Agreement.

ARTICLE IX - LIABILITIES OF MEMBERS

Members of the Company shall not be liable under any judgment, decree or order of a court, or in any other manner, for a debt, obligation or liability of the Company.



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ARTICLE X - INDEMNIFICATION

(a) Each Person who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending, or completed action, lawsuit or proceeding, whether civil, criminal, administrative, arbitative or investigative (hereinafter referred to as a "Proceeding"), or any appeal in such a Proceeding or any inquiry or investigation that could lead to such a Proceeding, by reason of the fact that he, or a Person of whom he is the legal representative, is or was a Company Manager or while a Company Manager is or was serving at the request of the Company as a Manager, director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise shall be indemnified by the Company to the fullest extent permitted by the Act as the same exists or may hereafter be amended (but, in the case of any such amendment, to the extent that such amendment permits the Company to provide broader indemnification rights than the Act permitted the Company to provide prior to such amendment) against judgment, penalties (including excise and similar taxes and punitive damages), fines, settlements, and reasonable expenses (including, without limitation, attorneys' fees) actually incurred by such Person in connection with such Proceeding, and indemnification under this Section shall continue as to a Person who has ceased to serve in the capacity which initially entitled such Person to indemnity hereunder. The rights granted pursuant to this Section shall be deemed contract rights, and no amendment,

modification or repeal of this Section shall have the effect of limiting or denying any such rights with respect to actions taken or Proceedings arising prior to any such amendment, modification or repeal. The indemnification provided in this Section expressly may involve indemnification for negligence or strict liability.

(b) The right to indemnification conferred in this Section shall include the right to be paid or reimbursed by the Company the reasonable expenses incurred by a Person of the type entitled to be indemnified under the first paragraph of this Article X above who was, is or is threatened to be named defendant or respondent in a Proceeding in advance of the final disposition of the Proceeding and without any determination as to the Person's ultimate entitlement to indemnification; provided, however, that the payment of such expenses incurred by any such Person, in advance of the final disposition of a Proceeding, shall be made only upon delivery to the Company of a written affirmation by the Manager of his good faith belief that he has met the standard of conduct necessary for indemnification under this Section and a written undertaking, by or on behalf of such Person, to repay all amounts so advanced if it shall ultimately be determined that such indemnified Person is not entitled to be indemnified under this Section or otherwise.

(c) The Company, by adoption of a Manager's resolution, may indemnify and advance expenses to a Company officer, employee, agent, or Member to the same extent and subject to the same conditions under which it may indemnify and advance expenses to the Manager under this Section; and, the Company may indemnify and advance expenses to Persons who are not or were

not Company Managers, officers, employees, agents, or Members but who are or were serving at the Company's request as a Manager, director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in such a capacity or arising out of his status as such a Person to the same extent that it may indemnify and advance expenses to Managers under this Section.

(d) The right to indemnification and the advancement and payment of expenses conferred in this Section shall not be exclusive of any other right which a Manager or other Person indemnified pursuant to the third Paragraph of this Article X above may have or hereafter acquire under any law (common or statutory), provision of the Articles of Organization or Operating Agreement, vote of Members or disinterested Managers or otherwise. The Company may purchase and maintain insurance, at its expense, to protect itself and any Person who is or was serving as a Company Manager, officer, employee, or agent or is or was serving at the Company's request as a Manager, director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise against any expense, liability, or loss, whether or not the Company would have the power to indemnify such Person against such expense, liability, or loss under this Section.



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ARTICLE XI - AMENDMENTS

Any amendment to these Articles of Organization shall require unanimous approval of the Members.

ARTICLE XII - EXECUTION AND DATE

These Articles of Organization are executed by and on behalf of the initial Member as of the 1st day of DECEMBER, 2006.

MEMBER:



JAMES R. PAYTON
Manager and Initial Member

STATE OF ALABAMA

Autauga COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that JAMES R. PAYTON, whose name is signed to the foregoing document, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the Articles of Organization, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 1st day of DECEMBER, 2006.



NOTARY PUBLIC
My Commission expires: 2/4/07.