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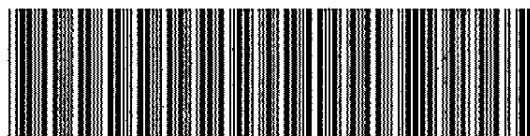
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U.S. DISTRICT COURT
NORTH DAKOTA

Cor. 3-10

BRYANT & HIGBY, CHARTERED
ATTORNEYS AT LAW

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ROWLETT W. BRYANT
CLIFFORD C. HIGBY
CECILIA REDDING BOYD

LYNN C. HIGBY
(1938-1992)

February 10, 2005

Office of the Secretary of State
State of Florida
Corporations Division
P. O. Box 6327
Tallahassee, Florida 32314

Re: New Corporation
Grant's Mill Phase II Owners
Association, Inc.

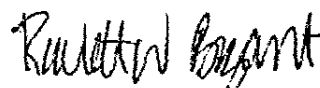
Gentlemen:

Please find enclosed Articles of Incorporation of Grant's Mill Phase II Owners Association, Inc., together with a Registered Agent's Certificate, and our firm check for the filing fee.

I would appreciate your processing this incorporation through your Department and favoring me with a certified copy at your earliest convenience.

Please feel free to call me should you have any question or comment.

Very truly yours,



Rowlett W. Bryant

RWB/mlw
encl.

ARTICLES OF INCORPORATION
OF
GRANT'S MILL PHASE II OWNERS ASSOCIATION, INC.

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ARTICLE 1 - NAME

The name of this non-profit corporation is GRANT'S MILL PHASE II OWNERS ASSOCIATION, INC.

ARTICLE II - PURPOSES

The corporation does not contemplate pecuniary gain or profit, direct or indirect, to its members. The purposes for which it is formed are:

To promote the health, safety and welfare of the Lot Owners of Grant's Mill Phase II, according to the Plat thereof recorded in the office of the Clerk of the Circuit Court of Bay County, Florida, and the preservation of all Common Properties appurtenant to the ownership of a Lot (the "Properties" or "Common Properties"), including:

- A. To own, acquire, operate and maintain for the benefit of Lot Owners, the "Common Properties", together with any buildings or other improvements that may be constructed thereon.
- B. To discharge all obligations of the Declarations of Restrictions, Covenants and Conditions of Grant's Mill.
- C. To enforce any and all covenants, restrictions and conditions of said Declaration.
- D. To take such further actions deemed convenient or desirable to the purposes hereof by the Board.

ARTICLE III - DEFINITIONS

The definition of all terms set forth in the Declaration of Restrictions, Covenants and Conditions of Grant's Mill Phase II are by reference incorporated herein and shall have the meanings as set forth in that document.

Reference to the terms "Member" or "Members" and the percentage of votes required for any action shall in all instances refer to the Lot Owners and the percentage vote of the Lots necessary to take such action.

ARTICLE IV - MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject to the Restrictions, Covenants and Conditions ("Covenants" or "Declaration") to assessment by Grant's Mill Phase II Owners Association, Inc., shall be a member of the Association from the date such member acquires title to or an interest in a Lot, provided, however, that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

ARTICLE V - MEETINGS

The By-Laws shall provide for an annual meeting of members, and may make provision for regular and special meetings of members other than the annual meeting.

ARTICLE VI - TERM

This Corporation shall have perpetual existence.

ARTICLE VII - THE INCORPORATOR

The name and address of the Incorporator of this Corporation is:

Jeffrey D. Gregory

3320 Bradenton Avenue
Panama City, FL 32405

ARTICLE VIII - OFFICERS

The officers shall be a president, a vice president, a secretary and a treasurer, and such other officers as may be determined by the Board of Directors. The president shall be a member of the Board of Directors. The officers shall be chosen by majority vote of the directors. All officers shall hold office at the pleasure of the Board of Directors.

ARTICLE IX - INITIAL OFFICERS

<u>NAME</u>	<u>OFFICE</u>	<u>ADDRESS</u>
Jeffrey D. Gregory	President, Secretary and Treasurer	3320 Bradenton Ave. Panama City, Fl 32405

ARTICLE X - BOARD OF DIRECTORS

The initial Board of Directors shall consist of one Director who shall hold office until the Owners Association ("OA") is turned over to the Lot Owners or until his or her prior resignation. Thereafter, the affairs of the Corporation shall be managed by a Board of not less than three (3) nor more than five (5) Directors, each of whom shall serve for a one-year term and who shall be members of the Association. The Board may be increased in size up to seven (7) members at the discretion of a majority of the initial Board of Directors. However, the Board shall at all times contain an odd number of members. As long as the Developer owns any Lot on the Properties, the Developer shall be entitled to name one member to the Board of Directors, who cannot be removed except by consent of the Developer.

The name and address of the person who is to act as the initial Director until his or her resignation or the election of his or her successor is:

<u>NAME</u>	<u>ADDRESS</u>
Jeffrey D. Gregory	3320 Bradenton Ave. Panama City, Fl 32405

**ARTICLE XI - INITIAL REGISTERED OFFICE,
ADDRESS AND NAME OF REGISTERED AGENT**

The initial registered office of this Corporation shall be 1233 Huntington Ridge Road, Lynn Haven, Florida 32444, with the privilege of having its office and branch offices at other places within or without the state of Florida. The initial registered agent at that address shall be Ron Putman.

ARTICLE XII - INDEMNIFICATION

1. **Indemnity.** The Association shall indemnify any person who was or is a part or is threatened to be made a part to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith, nor in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner in which he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

2. **Expenses.** To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1 above, or in defense of any claim, issue or matter therein, he shall be indemnified

against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

3. **Advanced.** Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the affected director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article XII.

4. **Miscellaneous.** The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-law, agreement, vote of members or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

5. **Insurance.** The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving, at the request of the Association, as a director, officer, employee or agent of another incorporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

6. **Amendment.** Anything to the contrary notwithstanding, the provisions of this Article XI may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

ARTICLE XIII - BY-LAWS

The First By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded by the Directors, the Members and the Developer in the manner provided in the By-Laws and the Declaration of Restrictions, Covenants and Conditions.

ARTICLE XIV - VOTING RIGHTS

A. The membership shall consist of those Lot Owners as defined in Article IV, with the exception of the Developer. A Member shall be entitled to one vote for each Lot in which he holds an interest required for membership by Article III. When more than one person holds such interest or interests in any Lot, all such persons shall be Members and the vote for such Lot shall be divided among them fractionally as their interest appears on the deed of conveyance but each Lot shall be entitled to only one vote.

B. The Developer shall serve as the Owners Association until the Owners Association is turned over to the Members or until the occurrence of one of the following events:

Within one hundred twenty (120) days after 90% of the total Lots have been conveyed to others or relinquishment of all rights of the Developer to act in the capacity of the Owners Association.

Likewise, upon the happening of either of these event or at such earlier date as the Developer may determine, a meeting of Members shall be called for the purpose of electing officers and directors. The existing officers and directors of the Developer shall be deemed to have resigned from the Owners Association as of the date of such meeting, and the Members shall elect their own officers and directors and assume control of the Corporation. After conversion, the Developer shall be entitled to vote only on those lot(s) on which the Developer is paying assessments pursuant to the Covenants and Restrictions.

ARTICLE XV - ASSIGNMENT

No right to any funds or assets of the Association can be assigned, hypothecated or transferred except as an appurtenant right to a Lot or by dissolution of the Corporation..

ARTICLE XVI - QUORUM FOR OTHER ACTIONS

Except as otherwise provided, the presence at a meeting of one-third (1/3) of the Members who own one-third (1/3) or more of the Lots who are entitled to cast a vote or who appear

by proxy shall constitute a quorum for any action governed by the Articles of Incorporation, except where a super-majority vote is required by the Declaration of Restrictions, Covenants and Conditions of Grant's Mill Phase II, or the By-Laws of the Corporation.

ARTICLE XVII - DEDICATION OF PROPERTIES OR TRANSFER OF FUNCTION TO PUBLIC AGENCY OR UTILITY

The Corporation shall have the power to dispose of its real properties only as authorized under the recorded Restrictions, Covenants and Conditions applicable to said properties.

ARTICLE XVIII - DISSOLUTION

The Corporation may be dissolved only with the assent given in writing and signed by fifty-one percent (51%) of the Lot Owners entitled to vote, except as otherwise provided in the recorded Restrictions, Covenants and Conditions applicable to the properties. Written notice of a proposal to dissolve, setting forth the reasons therefor and the disposition to be made of the assets (which shall be consistent with Article XIX hereof) shall be mailed to every Lot Owner or posted on the front door of the residences on the Lots that are owner-occupied at least ninety (90) days in advance of any action taken. As long as the Developer owns a lot, a dissolution of the Corporation shall require the written consent of the Developer.

ARTICLE XIX - DISPOSITION OF ASSETS UPON DISSOLUTION

Upon dissolution of the Corporation, the assets, both real and personal of the Corporation, shall be dedicated to an appropriate public agency or utility that is or will be devoted to the same or similar purposes as those of the Corporation. In the event that such dedication is refused, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization having the same orientation, with due regard, however, for the practicalities of such a situation.

No disposition of GRANT'S MILL PHASE II OWNERS ASSOCIATION, INC. properties shall be effective to divest or diminish any right or title of any member that is vested in him or her under the recorded Restrictions, Covenants and Conditions and the deeds applicable to The Properties unless made in accordance with the provisions of such document.

ARTICLE XX - AMENDMENTS

The Developer may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Developer alone until the Owners Association is turned over to its Members.

ARTICLE XXI - CONFLICT

In the event of any conflict between these Articles and the Declaration of Restrictions, Covenants and Conditions, the latter shall control, provided such provisions are not contrary to law.

IN WITNESS WHEREOF, the Incorporator has affixed its authorized signature and seal, this 28th day of February, 2005.


Jeffrey D. Gregory

STATE OF FLORIDA)

COUNTY OF BAY)

THE FOREGOING INSTRUMENT was acknowledged before me this 28th day of February, 2005, by Jeffrey D.

Gregory, who is personally known to me or who has produced
_____ as identification.

Mary Lou Wilson
NOTARY PUBLIC
State of Florida at Large



Mary Lou Wilson
MY COM. NO. 113306 EXPIRES
July 1, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

CERTIFICATE DESIGNATING PLACE OF BUSINESS
OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN
THIS STATE, NAMING AGENT UPON WHOM SERVICE MAY BE SERVED

IN PURSUANCE OF Chapter 620.105, Florida Statutes, the following is submitted in compliance with said Act:

First, that GRANT'S MILL PHASE II OWNERS ASSOCIATION, INC., a corporation not-for-profit, desiring to organize or qualify under the laws of the State of Florida, with its principal place of business at 1233 Huntington Ridge Road, Lynn Haven, Florida, 32444, has named Ron Putman at that address as its agent for service of process within this state.

ACKNOWLEDGMENT

Having been named to accept service of process for the above stated corporation at the place designated in this Certificate, I hereby accept to act in this capacity, and agree to comply with the provisions of all statutes relative to keeping open said office and the proper and complete performance of my duties.

DATED this 14TH day of Feb, 2005.

Ron Putman

Ron Putman

FILED
05 MAR -2 PM 4:
CLERK OF DISTRICT COURT