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FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

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**FLORIDA PROFIT/NON PROFIT CORPORATION
BRIDGEWATER PRESERVE HOMEOWNERS' ASSOCIATION, INC.**

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ARTICLES OF INCORPORATION
OF
BRIDGEWATER PRESERVE HOMEOWNERS' ASSOCIATION, INC.
(A corporation not for profit)

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 PUBLIC RECORDS
 JUPITER, FLORIDA

In compliance with the requirements of Chapter 720, Florida Statutes, the undersigned do hereby make, subscribe and acknowledge that they have voluntarily associated themselves together for the purpose of forming a corporation not for profit under Chapter 720 of the Florida Statutes, as amended, and do hereby certify as follows:

ARTICLE I
NAME

The name of the corporation shall be BRIDGEWATER PRESERVE HOMEOWNERS' ASSOCIATION, INC., hereinafter called the "Association."

ARTICLE II
PRINCIPAL OFFICE

The principal office of the Association shall be located at Bridgewater Preserve Homeowners' Association, Inc., Suite 101, 1090 Jupiter Park Drive, Jupiter, Florida 33458.

ARTICLE III
REGISTERED AGENT AND REGISTERED OFFICE

ROBERT W. SIMMONS, JR. is hereby appointed the initial registered agent of this Association, and his address which is Suite 101, 1090 Jupiter Park Drive, Jupiter, Florida 33458 is designated as the initial registered office of the Association.

ARTICLE IV
PURPOSES

The purposes for which this Corporation is organized are: 1) those purposes as authorized by the Declaration of Covenants and Restrictions for BRIDGEWATER PRESERVE recorded (or to be recorded) in the Public Records of Martin County, Florida, as hereafter amended and/or supplemented from time to time (the "Declaration") in which Bridgewater Ventures, LLC, a Florida limited liability Company is the Declarant; and 2) to preserve and maintain the Common Properties described in the Declaration for the benefit of the Members of the Association. The BRIDGEWATER

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PRESERVE is the land described in the Declaration (the "Property") located in Martin County, Florida. This Association does not contemplate pecuniary gain or profit to the members thereof, will make no distribution of income to its members, Directors, or officers, and the specific purposes for which it is formed are to provide for the maintenance, preservation and architectural control of the Property and to promote the health, safety, and welfare of the residents within the Property.

ARTICLE V
POWERS

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

5.1 The Association shall have all of the common law and statutory powers of a corporation not for profit under Florida law that are not in conflict with the terms of these Articles, the Declaration and the By-Laws as amended from time to time.

5.2 The Association shall have all of the powers and duties set forth in the Florida Not For Profit Corporation Act and as set forth in Florida Statutes 720, as more particularly described in these Articles, the Declaration of Covenants, Restrictions and Reservations and its Exhibits, and all of the powers and duties reasonably necessary to operate the Property pursuant to the Declaration as it may be amended from time to time, including but not limited to the following:

A. To fix, levy, collect and enforce payment by any lawful means all charges or assessments against members to defray the costs, expenses and losses of the Property pursuant to the terms of the Declaration;

B. To use the proceeds of assessments in the exercise of its powers and duties;

C. To acquire (by gift, purchase or otherwise), own, hold, build upon, maintain, repair, replace, operate, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

D. To purchase insurance upon the Property and insurance for the protection of the Association and its members;

E. To reconstruct improvements after casualty and make further improvements to the property;

F. To make and amend reasonable Rules and Regulations and to amend the Declaration and any of its Exhibits respecting the use of the Property; provided, however, that all such amendments to the Rules and Regulations shall be approved by not less than fifty-one (51%) percent of the votes of the entire membership

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of the Board of Directors, before such shall become effective, and all such amendments to the Declaration and any of its Exhibits shall be approved in the manner specified in the Articles of Incorporation, By-Laws and Declaration respectively, before such amendments shall become effective;

G. To enforce by legal means the provisions of the Not For Profit Corporation Act, Florida Statute Chapter 720, the Declaration, these Articles, the By-Laws of the Association, and the Rules and Regulations for the use of the Property;

H. To contract for the management of this Association;

I. To contract for the management or operation of portions of the Common Areas susceptible to separate management or operation, and to lease such portions;

J. To employ personnel to perform the services required for proper operation of the Property;

K. To borrow money, and with the assent of seventy-five percent (75%) of the votes of the entire membership, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

L. To participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Areas provided that such merger, consolidation, or annexations shall have the assent of seventy-five percent (75%) of the votes of the entire membership.

5.3 All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration, the Articles of Incorporation, and the By-Laws.

5.4 The powers of the Corporation shall be subject to and shall be exercised in accordance with the provisions of the Declaration and the By-Laws.

ARTICLE VI
MEMBERS

6.1 The Members of the Association shall consist of only those persons who are record owners of Lots in the Property. Members shall also include the spouse of any person owning title in their own name; the trustees of any trust which is a record owner of a Lot; the President of any corporation which is an owner of a Lot; the Managing Member if any limited liability company which is the owner of a Lot; and the general partner (only one general partner) of a general or limited partnership which is the owner of a Lot, however, only one such Member shall have the right to vote pursuant to the Declaration of Covenants, Restrictions and Reservations for the

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BRIDGEWATER PRESERVE acknowledge that they have voluntarily associated themselves together for the purpose of forming a corporation not for profit under Chapter 720 of the Florida Statutes, as amended, and do hereby certify as follows:

6.2 A change of membership in the Association shall be established by recording in the Public Records of Martin County, Florida, a deed or other instrument of like style and form and the delivery to the Association of a copy of such instrument. The owners designated by such instrument thus become members of the Association and the membership of the prior owner is terminated.

6.3 Membership shall be appurtenant to and may not be separated from ownership of any Owner which is subject to assessment by the Association.

ARTICLE VII VOTING RIGHTS

The Owner of a Lot shall be entitled to the number of votes as described in the Declaration.

ARTICLE VIII DIRECTORS

8.1 The affairs of the Association shall be managed by a Board of Directors consisting of not less than three (3) Directors nor more than seven (7) Directors, who must be members of the Association, except that the Developer-elected Directors need not be members of the Association. The number of Directors may be changed as described in the By-Laws of the Association.

8.2 Directors of the Association shall be elected at the annual meeting of the members, in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

8.3 The first election of Directors after the initial Directors shall not be held until the earlier of the following:

8.3.1 Three months after 90% of the Lots that will be operated by the Association have been conveyed to Members other than the Developer. For purposes of this section the term "Members other than the Developer" shall not include builders, contractors, or others who purchase a parcel for the purpose of constructing improvements thereon for resale.

Thereafter the Board of Directors shall be elected by all Owners, with each Owner having the same number of votes, as described in the Declaration.

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The Developer shall be entitled to elect at least one member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Lots within the Property. After the Developer relinquishes control of the Association, the Developer may exercise the right to vote any Developer owned voting interest in the same manner as any other member, except for purposes of re-acquiring control of the Association or selecting the majority of the members of the Board of Directors.

8.4 The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified or until they are removed, are as follows:

<u>Name</u>	<u>Address</u>
Robert W. Simmons, Jr.	Suite 101, 1090 Jupiter Park Drive Jupiter, Florida 33458
Lauren R. Simmons	Suite 101, 1090 Jupiter Park Drive Jupiter, Florida 33458
Donnie Holcomb	c/o Seneca Industries 430 Harper Park Drive Beckley, West Virginia 25801

8.5 Directors shall be elected for one (1) year terms until the next Annual Meeting of Members of the Association, except the Directors elected by the Developer, who shall serve until the Developer no longer owns any interest in any Lot.

ARTICLE IX OFFICERS

The affairs of the Association shall be administered by the officers designated in the By-Laws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The names of the officers who shall serve until their successors are designated by the Board of Directors following the first annual meeting of the members are as follows:

Robert W. Simmons, Jr.	PRESIDENT/TREASURER
Donnie Holcomb	VICE PRESIDENT
Lauren Simmons	SECRETARY

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ARTICLE X
INDEMNIFICATION

10.1 To the maximum extent permitted by Florida law: The Association shall indemnify any person who was or is a party to any proceeding (other than an action by, or in the right of, the Association) by reason of the fact that he is or was a director, officer, employee or agent (each, an "Indemnitee") of the Association, against liability incurred in connection with such proceeding, including any appeal thereof, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any proceeding by judgment, order, settlement, or 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 which he reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

10.2 The Association shall indemnify any person, who was or is a party to any proceeding by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee, or agent of the Association against expenses and amounts paid in settlement not exceeding, in the judgment of the board of directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof. Such indemnification shall be authorized if such person acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, except that no indemnification shall be made under this subsection in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable unless, and only to the extent that, the court in which such proceeding was brought, or any other court of competent jurisdiction, shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

10.3 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 proceeding referred to in Sections 10.1 and 10.2 above, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses actually and reasonably incurred by him in connection therewith.

10.4 Any indemnification under Sections 10.1 and 10.2, unless pursuant to a determination by a court, shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee, or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in Sections 10.1 or 10.2. Such determination shall be made:

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(a) By the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such proceeding;

(b) If such a quorum is not obtainable or, even if obtainable, by majority vote of a Committee duly designated by the Board of Directors (in which directions who are parties may participate) consisting solely of two (2) or more Directors not at the time parties to the proceeding;

(c) By independent legal counsel:

(i) selected by the Board of Directors prescribed in paragraph (a) or the committee prescribed in paragraph (b); or

(ii) if a quorum of the Directors cannot be obtained for paragraph (a) and the Committee cannot be designated under paragraph (b), selected by majority vote of the full Board of Directors (in which Directors who are parties may participate); or

(iii) By a majority of the voting interests of the Members of the Association who were not parties to such proceeding.

10.5 Evaluation of the reasonableness of expenses and authorization of indemnification shall be made in the same manner as the determination that indemnification is permissible. However, if the determination of permissibility is made by independent legal counsel, persons specified by Section 10.4(c) shall evaluate the reasonableness of expenses and may authorize indemnification.

10.6 Expenses incurred by an officer or director in defending a civil or criminal proceeding may be paid by the Association in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if he is ultimately found not to be entitled to indemnification by the Association pursuant to this section. Expenses incurred by other employees and agents may be paid in advance upon such terms or conditions that the Board of Directors deems appropriate.

10.7 The indemnification and advancement of expenses provided pursuant to this Section are not exclusive, and the Association may make any other or future indemnification or advancement of expenses of any of its directors, officers, employees, or agents, under any By Law, agreement, vote of shareholders or disinterested directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. However, indemnification or advancement of expenses shall not be made to or on behalf of any director, officer, employee, or agent if a judgment or other final adjudication establishes that his actions, or omissions to act, were material to the cause so adjudicated and constitute:

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(a) A violation of the criminal law, unless the director, officer, employee, or agent had reasonable cause to believe his conduct was lawful or had no reasonable cause to believe his conduct was unlawful;

(b) A transaction from which the director, officer, employee, or agent derived an improper personal benefit; or

(c) Willful misconduct or a conscious disregard for the best interests of the Association in a proceeding by or in the right of the Association to procure a judgment in its favor or in a proceeding by or in the right of the Members of the Association.

Indemnification and advancement of expenses as provided in this section shall continue as, unless otherwise when authorized or ratified, to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person, unless otherwise provided when authorized or ratified.

Notwithstanding the failure of the Association to provide indemnification, and despite any contrary determination of the Board or of the Members in the specific case, a proceeding may apply for indemnification or advancement of expenses, or both, to the court conducting the proceeding, to the circuit court, or to another court of competent jurisdiction. On receipt of an application, the court, after giving any notice that it considers necessary, may order indemnification and advancement of expenses, including expenses incurred in seeking court-ordered indemnification or advancement of expenses, if it determines that:

(a) The director, officer, employee, or agent is entitled to mandatory indemnification under Section 10.3, in which case the court shall also order the Association to pay the director reasonable expenses incurred in obtaining court-ordered indemnification or advancement of expenses;

(b) The director, officer, employee, or agent is entitled to indemnification or advancement of expenses, or both, by virtue of the exercise by the Association of its power pursuant to Section 10.7; or

(c) The director, officer, employee, or agent is fairly and reasonably entitled to indemnification or advancement of expenses, or both, in view of all the relevant circumstances, regardless of whether such person met the standard of conduct set forth in Section 10.1 or Section 10.2 unless (i) 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 or acted in a manner he reasonably believed to be not in, or 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 (ii) such court further specifically determines that indemnification should be denied. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall

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not, of itself, create a presumption that the person did not act in good faith or did act in a manner which he reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

For purposes of this Article X, the term "expenses" shall be deemed to include attorneys' fees, including those for any appeals, the term "liability" shall be deemed to include obligations to pay a judgment, settlement, penalty, fine, and expenses actually and reasonably incurred with respect to a proceeding, the term "proceeding" shall be deemed to include any threatened, pending, or completed action, suit, or other type of proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal; and the term "agent" shall be deemed to include a volunteer, the term "serving at the request of the Association" shall be deemed to include any service as a director, officer, employee or agent of the Association that imposes duties on such persons.

Anything to the contrary herein notwithstanding, no amendment to the provisions of this Article X shall be applicable as to any party eligible for indemnification hereunder who has not given his prior written consent to such amendment.

The provisions of this Article X shall not be amended.

ARTICLE XI DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than seventy-five percent (75%) of the votes of the entire membership. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets 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 such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to purposes as similar as practically possible to those to which they are required to be devoted by the Association.

ARTICLE XII DURATION

The Association shall exist perpetually.

ARTICLE XIII BY-LAWS

The first By-Laws of the Association shall be adopted by the Board of Directors named herein, and may be altered, amended or rescinded in the manner provided in the By-Laws.

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**ARTICLE XIV
AMENDMENTS**

Amendments to the Articles may be proposed by any member of the Association or the Board of Directors, at a meeting convened in accordance with the By-Laws and except as provided elsewhere, if approved by:

14.1 Until the Time of Turnover, the Declarant, may amend these Articles in Declarant's sole and absolute discretion.

14.2 Not less than sixty-six and two-thirds percent (66 2/3%) of the entire membership of the Board of Directors, and not less than a majority of the votes of the membership of the Association, at a duly called meeting; or

14.3 Not less than sixty-six and two-thirds percent (66 2/3%) of the votes of the entire membership of the Association at a duly called meeting; or

14.4 Until the election of a majority of the Directors by the Members, by a majority of Directors selected by the Developer.

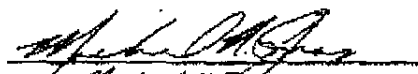
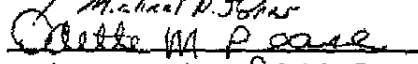
**ARTICLE XV
SUBSCRIBERS**

The name and address of the subscriber to these Articles of Incorporation is as follows:


Robert W. Simmons, Jr.
Bridgewater Preserve Homeowners' Association, Inc.
Suite 101
1090 Jupiter Park Drive
Jupiter, FL 33458

IN WITNESS WHEREOF, the undersigned has subscribed his name to the Articles of Incorporation of the Bridgewater Preserve Homeowners Association, Inc., a corporation not for profit.

WITNESSES:


Michael N. Johns

Odette M. Pease

SUBSCRIBER


Robert W. Simmons, Jr.

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STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority, personally appeared Robert W. Simmons, Jr., to me well known and known to me to be the individual described in and who executed the foregoing Articles of Incorporation, and he acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 23rd day of March, 2008.

Odette M. Pease
Notary Public

My commission expires:



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

IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE
FOLLOWING IS SUBMITTED:

DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE
OF FLORIDA, WITH ITS PRINCIPAL PLACE OF BUSINESS AT CITY OF JUPITER,
STATE OF FLORIDA, HAS NAMED ROBERT W. SIMMONS, JR., LOCATED AT
BRIDGEWATER PRESERVE HOMEOWNERS ASSOCIATION, INC., SUITE 101, 1090
JUPITER PARK DRIVE, JUPITER, PALM BEACH COUNTY, STATE OF FLORIDA
33458, AS ITS AGENT TO ACCEPT SERVICE OF PROCESS WITHIN FLORIDA.

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE
ABOVE STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS
CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER
AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO
THE PROPERTY AND COMPLETE PERFORMANCE OF MY DUTIES.



ROBERT W. SIMMONS, JR.

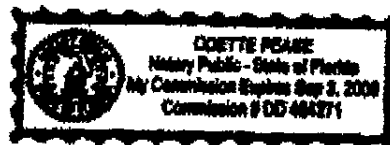
DATED: March 23, 2006

STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority, personally appeared ROBERT W.
SIMMONS, JR., to me well known and known to me to be the individual described in
and who executed the foregoing Certificate of Registered Agent, and he acknowledged
before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 23rd day of March, 2006.


Notary Public
My commission expires:



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CLERK OF CIRCUIT COURT
PALM BEACH COUNTY
FLORIDA

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