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FLORIDA PROFIT/NON PROFIT CORPORATION
WARNER CROSSING PROPERTY OWNER'S ASSOCIATION, INC.

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**ARTICLES OF INCORPORATION
OF
WARNER CROSSING PROPERTY OWNER'S ASSOCIATION, INC.
A Corporation Not For Profit**

The undersigned hereby forms a corporation not for profit under Chapter 617, Florida Statutes, and certifies as follows:

ARTICLE I. NAME AND ADDRESS

The name of the corporation shall be Warner Crossing Property Owner's Association, Inc. For convenience, the corporation shall herein be referred to as the "Association." The initial address of the Corporation's principal office shall be 1101 6th Avenue West, Suite 101, Bradenton, Florida 34205.

ARTICLE II. PURPOSE

2.1 Purpose: The purpose for which the Association is organized is to provide an entity for the maintenance, preservation, and management of the lots and common property within Warner Crossing (the "Subdivision"), a commercial subdivision located in the unincorporated area of Manatee County, Florida, same to be in accordance with the "Declaration of Covenants, Conditions and Restrictions for Warner Crossing", herein called the "Covenants", which is to be recorded in the Public Records of Manatee County, Florida, as same may be amended as provided for therein.

2.2 Distribution of Income: The Association shall make no distribution of income to its members, directors, or officers.

ARTICLE III. POWERS

3.1 Common Law and Statutory Powers: The Association shall have all of the common law and statutory powers of a corporation not for profit, which powers are not in conflict with the terms of these Articles of Incorporation, the Covenants, or the purposes of the Association as described in Paragraph 2.1 above.

3.2 Specific Powers. The Association shall have all of the powers and duties set forth in the Covenants, as amended from time to time, except as validly limited by these Articles and by said Covenants, and all of the powers and duties reasonably necessary to own and operate the common property of the Subdivision pursuant to said Covenants and to perform the maintenance, administration, managerial and other functions for the Subdivision as provided in said Covenants, as they may be amended from time to time, including, but not limited to the following:

- (a) To make and collect assessments against members as lot owners to defray the cost of common expenses of the Subdivision as provided in the Covenants.
- (b) To use the proceeds of assessments in the exercise of its powers and duties.
- (c) To accept, hold title to, own, purchase, acquire, replace, improve, manage, maintain and administer the use of the common property of the Subdivision in accordance with the Covenants.
- (d) To purchase insurance upon the common property, and for the protection of the Association and its members.
- (e) To reconstruct improvements to the common property after casualties and further to improve the common property in accordance with the Covenants.
- (f) To adopt and amend reasonable rules and regulations respecting the use of the common property in accordance with the Covenants.
- (g) To enforce by legal means against an Owner as defined in the Covenants, the provisions of the Covenants, the By-Laws of the Association and regulations duly adopted by the Association.

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- (h) To furnish or otherwise provide for private security, fire protection or such other services as the Board of Directors in its discretion determines necessary or appropriate.
- (i) To pay any real and personal property taxes and other charges assessed against the common property unless same are separately assessed to the owners.
- (j) To obtain all required utility and other services for the common property.
- (k) To operate and maintain the surface water management system facilities, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas.
- (l) To exercise such further authority as may be reasonably necessary to carry out each and every of the obligations of the Association set forth in the Covenants, these Articles or the By-Laws.

3.3 Assets Held in Trust: All funds and the title of all properties acquired by the Association and the proceeds thereof shall be held in trust for the members, in accordance with the provisions of the Covenants, these Articles of Incorporation and the By-Laws of the Association. Upon the dissolution or winding up of this Association, its assets remaining after payment, or provision for payment, of all debts and liabilities of the Association shall be distributed pro-rata among all members, or, alternatively, upon the affirmative vote of two thirds (2/3) of the owners of lots in the Subdivision, the assets of the Association may be conveyed or dedicated to (i) a public body willing to accept such assets; or (ii) a not for profit organization located in Manatee County, Florida, or the one closest to the Association, if none are located in Manatee County, having the same or similar purposes; provided that in the event of the dissolution of the Association, the property consisting of the surface water management system of the Subdivision shall be conveyed to an appropriate agency of local government, and if not accepted, the surface water management system shall be dedicated to a similar non-profit corporation.

3.4 Limitation on Exercise of Powers: The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the laws of the State of Florida, the Covenants, these Articles and the By-Laws of the Association.

ARTICLE IV. MEMBERS

4.1 Members: The members of the Association shall consist of all of the record owners of lots in the Subdivision subject to the Covenants and operated hereby.

4.2 Change of Membership: Change of membership in the Association shall be established by the recording in the Public Records of Manatee County, Florida, of a deed or other instrument establishing a change of record title to a lot in the Subdivision. A copy of such instrument shall be delivered to the Association. The owner designated in such instrument shall thereupon become a member of the Association and the membership of the prior owner shall thereupon be terminated, as provided in the By-Laws.

4.3 Limitation on a Transfer of Shares of Assets: The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the member's Lot.

4.4 Voting: Subject to the provisions of the Covenants and Bylaws, the owner of each lot shall be entitled to votes as a member of the Association, provided, however, that the Developer shall, during development, be entitled to the number of votes as provided in the Covenants, which votes may be apportioned to Successor Developers or Partial Successor Developers as provided and defined in the Covenants. The manner of exercising voting rights shall be determined by the By-Laws of the Association.

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ARTICLE V. DIRECTORS

5.1 Board of Directors: The affairs of the Association shall be managed by a Board of Directors consisting of an odd number of members determined from time to time in accordance with the By-Laws. In no event shall the Board of Directors consist of fewer than three (3) Directors nor more than seven (7) Directors. Directors shall be members of the Association except as otherwise provided.

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

5.3 First Board of Directors: The names and addresses of the initial Board of Directors, who have been selected by the Developer and who shall serve until their successors are elected and have qualified or until they resign or are removed, are as follows:

William M. Blalock
1101 6th Avenue West, Ste. 101
Bradenton, FL 34205

Dan S. Blalock, Jr.
1101 6th Avenue West, Ste. 101
Bradenton, FL 34205

Shana R. Maguire
1101 6th Avenue West, Ste. 101
Bradenton, FL 34205

The initial Directors designated by Developer herein, and any Directors subsequently designated or appointed or elected by Developer need not be members of the Association. All other Board members shall be members of the Association.

ARTICLE VI. OFFICERS

6.1 Officers: The affairs of the Association shall be administered by a President, Vice President, Secretary, Treasurer and such other officers as may from time to time be created by the Board of Directors as permitted by the By-Laws. Officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the Association and shall serve at the pleasure of the Board. Offices may be combined as provided in the By-Laws. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President/Treasurer: William M. Blalock
1101 6th Avenue West, Ste. 101
Bradenton, FL 34205

Vice President/Secretary: Dan S. Blalock, Jr.
1101 6th Avenue West, Ste. 101
Bradenton, FL 34205

ARTICLE VII. INDEMNIFICATION

7.1 Indemnification: Every director and every officer of the Association shall be indemnified by the Association against all expense and liabilities, including legal fees, reasonably incurred by, or imposed upon him in connection with any proceeding or the settlement of any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except when the Director or officer is adjudged guilty of willful and wanton misfeasance or malfeasance in the performance of his duties; provided that in the event of a

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settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

7.2 Insurance: The Board of Directors of the Association may purchase liability insurance to insure all directors, officers or agents, past and present, against all expenses and liabilities as set forth above. The premiums for such insurance shall be paid by the members of the Association as part of the common expenses.

ARTICLE VIII. BY-LAWS

8.1 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 a majority of the Board, except as otherwise may be provided by the By-Laws and the Covenants.

ARTICLE IX. AMENDMENTS

9.1 Amendments: These Articles may be altered, amended or modified upon the affirmative vote of the owners of two thirds (2/3) of the lots in the Subdivision. Provided, however, that these Articles may be altered, amended or modified by Developer, or its Successor as such Developer, during the time that Developer has the right to and does control the Association in accordance with the Covenants. Amendments may be proposed by resolution of the Board of Directors or by the owners of any three lots. Provided, however, that no amendment affecting the Developer, or its successors or assigns as the Developer of the Subdivision, as defined in the Covenants, shall be effective without the prior written consent of the Developer, its successors or assigns as such Developer. Provided, further, that no amendment shall make any change in the qualification for membership nor the voting rights of members without the approval of all members. No amendment shall be made which is in conflict with the Covenants.

ARTICLE X. EXISTENCE

10.1 Term: The term of the Association shall be perpetual; provided, however, in the event that the Association is ever dissolved, the control or right of access to the Subdivision property containing the surface water management system facilities shall be conveyed or dedicated to an appropriate governmental unit or public utility and that if not accepted, then the surface water management system facilities shall be conveyed to a non-profit corporation similar to the Association.

ARTICLE XI. INCORPORATOR

11.1 Incorporator: The name and address of the incorporator of this Corporation is as follows:
William C. Robinson, Jr., 802 11th Street West, Bradenton, Florida 34205.

ARTICLE XII. REGISTERED OFFICE AND AGENT

12.1 Registered Office and Agent: The Association hereby appoints Wyman, Green & Blalock Real Estate, Inc., a Florida corporation whose address is 1101 6th Avenue West, Suite 101, Bradenton, Florida 34205, as its Resident Agent under the Laws of Florida. By affixing its signature hereto, the said Wyman, Green & Blalock Real Estate, Inc., a Florida corporation does hereby accept said designation and appointment, and the office of the Association shall be at said address.

IN WITNESS WHEREOF, the incorporator has caused these Articles to be executed in its name by an officer thereunto duly authorized this 15th day of September, 2007.

 (SEAL)
William C. Robinson, Jr., Incorporator


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ACCEPTANCE BY REGISTERED AGENT

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this certificate, the undersigned hereby accepts the appointment as registered agent and agrees to act in this capacity. The undersigned further agrees to comply with the provisions of all statutes relating to the proper and complete performance of its duties, and is familiar with and accepts the obligations of its position as registered agent.

WYMAN, GREEN & BLALOCK REAL ESTATE, INC., a
Florida corporation

By: 
Print Name: William A. Blalock
Its: PRESIDENT

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