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April 4, 2002

Division of Corporations
Post Office Box 6327
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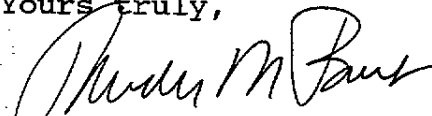
Re: Suwannee River Old Town Owners' Association, Inc.

Gentlemen:

Enclosed please find the original and one (1) copy of the Articles of Incorporation for the above named proposed Florida corporation, together with the Registered Agent Designation. Also enclosed is a check in the amount of \$122.50, representing payment of the following:

Filing Fee	\$ 35.00
Certified Copy	52.50
Registered Agent Designation	<u>35.00</u>
	\$122.50

Yours truly,


Theodore M. Burt

TMB/st

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****122.50 *****78.75

Enclosures: Articles of Incorporation (original and 1 copy)
Check
Registered Agent Designation

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SECRETARY OF STATE
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ARTICLES OF INCORPORATION

OF

SUWANNEE RIVER OLD TOWN OWNER'S ASSOCIATION, INC.

(A Corporation Not for Profit)

By these Articles of Incorporation, the undersigned incorporator forms a corporation not for profit in accordance with Chapter 617, Florida Statutes, and pursuant to the following provisions ("These Articles");

**ARTICLE I
NAME**

The Name of this Corporation shall be **SUWANNEE RIVER OLD TOWN OWNER'S ASSOCIATION, INC.** For convenience the corporation shall be referred to in this instrument as the "Association".

**ARTICLE II
DURATION**

The Association shall exist perpetually unless and until dissolved according to law. Corporate existence of the Association shall commence upon the filing of these Articles with the Florida Department of State.

**ARTICLE III
DEFINITIONS**

The following words shall have the definitions set forth below for the purposes of these Articles:

- 3.1 "Association" shall mean and refer to **SUWANNEE RIVER OLD TOWN OWNER'S ASSOCIATION, INC.**, a Florida corporation not for profit, or its successors or assigns.
- 3.2 "By-Laws" shall mean the By-Laws adopted by the Board of Directors and as amended from time to time.
- 3.3 "Common Areas" shall mean and refer to the platted road right of way as depicted on the plat of **SUWANNEE RIVER OLD TOWN**, title to which shall be vested in the Association and shall include all real property and any improvements located thereon and all personal property, from time to time, owned by and/or intended to be devoted to the use and enjoyment of all Members of the Association and maintained by the Association as common

expense. The Association shall also have ownership rights to the recreational easements, drainage easements, and ingress, egress and public utilities easements as depicted on the Plat of **SUWANNEE RIVER OLD TOWN**. The lots on which said easements are located shall be subject to the rights of all Members of the Association to make use of those easements for the benefit intended.

- 3.4 "The Declarant" shall mean and refer to **HERRING PROPERTIES, L.L.C.**, and its successors and assigns, except that such successors and assigns shall not have any rights or obligations of the Declarant under the Declaration such rights and obligations are specifically set forth in the instrument of succession or assignment, or unless such rights pass by operation of law.
- 3.5 "Declaration" shall mean the Declaration of Restrictions and Maintenance Covenants as recorded in the Public Records of Dixie County, Florida, for **SUWANNEE RIVER OLD TOWN**.
- 3.6 "Lot" shall mean and refer to an individual parcel of property as shown on the site plan for **SUWANNEE RIVER OLD TOWN**.
- 3.7 "The Property" shall mean and refer to the real property described in Exhibit "A" of the Declaration.
- 3.8 "Owner" shall mean and include the Owner of any Lot.
- 3.9 "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article VII of these Articles of Incorporation.

ARTICLE IV PRINCIPAL OFFICE

The principal office of the Association in the State of Florida is located at Post Office Box 985, Highway 19 South, Old Town, Florida 32680. The Board of Directors may from time to time move the principal office to any other address in the State of Florida.

ARTICLE V REGISTERED OFFICE AND AGENT

H. DALE HERRING whose address is Post Office Box 985, Highway 19 South, Old Town, Florida 32680, is hereby appointed the initial registered agent of the Association and the registered office shall be at said address.

ARTICLE VI
PURPOSE AND POWERS OF THE ASSOCIATION

The Association is formed to provide for, among other things, the improvement, maintenance, operation, care, preservation, and architectural control of The Property and Common Area, ingress, egress, and public utilities easements, recreational easements, drainage easements, including but without limitation, lakes, ditches, canals, retention or detention areas, drainage, other surface water management works, and preservation or conservation areas, wetlands and wetland mitigation areas which are owned by the Association or the Owners in common and to promote the recreation, health, safety and welfare of the Owners. The Association shall have all the powers of a nonprofit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in these Articles, the By-Laws, or the Declaration. The Association shall have the power and duty to do any and all lawful things which may be authorized, assigned, required or permitted to be done by the Declaration, these Articles and By-Laws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the maintenance. Administration and improvement of the Property and Common Area within its jurisdiction. These powers shall include but not be limited to the following:

- (a) To fix, make, and collect assessments against Owners as set forth in the Declaration;
- (b) To borrow money for the benefit of the Association;
- (c) To use and expend the proceeds of assessments and borrowings in a manner consistent with the purpose for which this Association is formed to pay debts and obligation of the Association;
- (d) Review plans and specifications for proposed improvements and whether they comply with the Declaration of Restrictions and Maintenance Covenants for **SUWANNEE RIVER OLD TOWN OWNERS' ASSOCIATION**.
- (e) To maintain, repair, replace, operate and care for real and personal property, including but without limitation, the entrance to the Property, and related systems, all lakes, ditches, canals, retention or detention areas, drainage, other surface water management works, and preservation of conservation areas, wetlands and wetland mitigation areas which are owned by the Association or the Owners in common in a manner consistent with the permit issued by the Suwannee River Water Management

District and the operation and maintenance plan attached thereto;

- (f) To purchase and maintain insurance in amounts determined by the Board of Directors of the Association;
- (g) To make, amend, impose and enforce by any lawful means, reasonable rules and regulations of the use of the common areas and association property;
- (h) To contract for services with others;
- (i) To do and perform anything required by these Articles, the By-Laws or the Declaration to be done by the Owner, but if not done by the Owner in a timely manner, at the expense of the Owner, as provided for in Article VI of the Declaration;
- (j) To do and perform any obligations imposed upon the Association by the Declaration or by any permit or authorization from any local, regional, state or the federal government and to enforce by any legal means the provisions of these Articles, the By-Laws and the Declaration.

The Association shall not pay dividends and no part of any income of the Association shall be distributed to its Members Directors or Officers.

The foregoing specific duties and responsibilities are not construed in any way as limiting the powers of the Association. Rather, the Association will have and exercise all the powers conferred upon associations so formed.

ARTICLE VII MEMBERSHIP

Each Owner, including the Declarant, shall be a member of the Association as provided in the Declaration. The Association membership of each Owner shall be appurtenant to the Lot giving rise to such membership, shall not be separated from the ownership, and shall not be transferred except upon the transfer of title to said Lot, and then only to the transferee of said title thereto. Any transfer of title to a Lot shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof.

ARTICLE VIII VOTING RIGHTS

8.1 Voting Rights. The Association shall have two (2) classes of voting membership:

a. Class "A". Class "A" Members shall be all Owners of Lots with the exception of the Declarant. Each Class "A" Member shall be entitled on all issues to one (1) vote for each Lot it owns on which no residence is built and two (2) votes for each Lot it owns on which a completed residence has been built.

b. Class "B". The Class "B" Members shall be the Declarant and any successor of the Declarant who takes title to and to whom Declarant assigns in writing one or more of the Class "B" votes. Upon the execution of this Declaration, the Class "B" Members shall be entitled to ninety-eight (98) votes. Thereafter, the number of Class "B" votes shall be reduced by two (2) votes each time a Lot is conveyed from Declarant to an Owner. The Class "B" membership shall terminate and become converted to Class "A" membership upon the happening of the earlier of the following:

- (1) When the total outstanding Class "A" votes in the Association equal the total outstanding Class "B" votes; or
- (2) Eight (8) years from the date of recording of the Declaration; or
- (3) When, in its discretion, the Declarant so determines; or
- (4) When Declarant no longer owns any portion of the Property.

From and after the happening of any one of these events, the Declarant shall call a meeting as provided in the By-Laws for special meetings to advise the Association membership of the termination of the Class "B" status. In addition, the Declarant, prior to relinquishing control of the Association or otherwise allowing control to transfer to the Directors of the Association through the termination of Class "B" membership, shall provide at least thirty (30) days written notice to the Suwannee River Water Management District that all terms and conditions placed upon the Declarant by permits or authorizations from the Suwannee River Water Management District have been satisfied in full and that transfer is proposed to occur on a specific date.

The Class "B" Members shall cast on all issues their votes as they among themselves determine. It shall be permitted for the Declarant to retain and cast all Class "B" votes.

8.2 Multiple Owners. Each vote in the Association must be cast by a single vote, and fractional votes shall not be allowed unless in a Class "B" vote. In the event that joint or multiple votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner or Owners cast a vote on behalf

of a particular Lot, it shall thereafter be conclusively presumed for all purposes that he/she was, or they were, acting with the authority and consent of all the Owners thereof.

ARTICLE IX BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of not less than three (3), nor more than five (5), Directors who need not be Members. The initial board shall be comprised of three (3) persons. Anything in these Articles to the contrary notwithstanding, until such time as the Declarant has conveyed to purchasers not affiliated with the Declarant all Lots, or as such earlier date as may be selected by the Declarant, the Declarant shall be entitled to designate the Board of Director of the Association. The names and addresses of persons who are to act in the capacity of Director until appointment or election of their successors pursuant to these Articles are:

<u>NAME</u>	<u>ADDRESS</u>
H. Dale Herring	PO Box 985 Highway 19 South Old Town, FL 32680
Kimberly A. Carpenter	PO Box 985 Highway 19 South Old Town, FL 32680
Lois D. Litchfield	PO Box 777 Cooper Road Old Town, FL 32680

Once the Declarant relinquishes its right to appoint the Board of Directors, the Members shall elect Directors for staggered terms of two (2) years each. The initial elected Directors shall randomly be divided into two (2) categories, one category comprising one (1) newly elected Director who shall serve for an initial term of one (1) year, and the secondary category comprising the remaining newly elected Directors who shall serve for an initial term of two (2) years. All Directors elected after the initial Directors shall serve for terms of two years each. In the event that the number of Directors comprising the Board of Directors shall exceed three (3), such change in number shall be implemented in such a manner as to have as nearly equal in number as possible the number of Directors whose terms expire in any given year. The Directors shall be either (1) member of the Association, or two (2) Officers, Directors, representatives or employees of the Declarant or a corporate member of the Association.

Notwithstanding the other provisions contained in these Articles to the contrary, **H. DALE HERRING**, or his successors in interest ("Developer"), shall be entitled to designate the Board of Directors until the Developer relinquishes that right or ceases to be the owner of any lot. The Developer, prior to relinquishing control of the association or otherwise allowing control to transfer to the directors of the association, shall provide at least thirty (30) days written notice to the Suwannee River Water Management District that all terms and conditions placed upon the Developer by permits or authorizations from the Suwannee River Water Management District have been satisfied in full and that transfer is proposed to occur on a specific date.

**ARTICLE X
MANAGEMENT OF CORPORATE AFFAIRS**

(A) 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 the first meeting, and they shall serve at the pleasure of the Board of Directors. The names and addresses of the Officers who shall serve until their successors are designated by the Board of Directors as follows:

OFFICE	NAME	ADDRESS
President	H. Dale Herring	PO Box 985 Old Town, FL 32680
Vice President/ Secretary	Kimberly Carpenter	PO Box 985 Old Town, FL 32680
Vice President/ Treasurer	Lois D. Litchfield	PO Box 777 Old Town, FL 32680

(B) "Control by Developer": Notwithstanding the other provisions contained in these Articles to the contrary, **SUWANNEE RIVER OLD TOWN OWNERS' ASSOCIATION, INC.** shall control the affairs and operations of the Association as they relate to **SUWANNEE RIVER OLD TOWN OWNERS' ASSOCIATION, INC.** until such time as the Developer no longer retains title to any lots in the subdivision. Prior to relinquishing control of **SUWANNEE RIVER OLD TOWN OWNERS' ASSOCIATION, INC.**, the Developer shall provide at least thirty (30) days written notice to the Suwannee River Water Management District that all terms and conditions placed upon developer by permits or authorizations from the Suwannee River Water Management District have been satisfied in full and that transfer is proposed to occur on a specific date.

ARTICLE XI INDEMNIFICATION

11.1 Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonable incurred by or imposed upon him in connection with any proceeding whether civil, criminal, administrative or investigative, or any settlement of any proceeding, or any appeal from such 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, or having served at the Association's request as a Director or Officer of any other corporation, whether or not he is a Director or Officer at the time such expenses are incurred, regardless of by whom the proceeding was brought, except in relation as to matters as to which any such Director or Officer shall be adjudged liable for gross negligence or willful misconduct, provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and exclusive of all other rights to which such Director or Officer may be entitled.

11.2 Expenses incurred in defending a suit or proceeding whether civil, criminal, administrative or investigative may be paid by the Association in advance of the final disposition of such action, suit or proceeding if authorized by all of the non-interested Directors upon receipt of an undertaking by or on behalf of the Director or Officer to repay such amount if it shall ultimately be determined that he is not to be indemnified by the Association as authorized by these Articles.

11.3 The Association shall have the power to purchase at its expense and maintain insurance on behalf of any person who is or was a Director or Officer of the Association, or is or was serving at the request of the Association as a Director or Officer of another association, 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 these Articles.

ARTICLE XII BY-LAWS

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

**ARTICLE XIII
AMENDMENTS**

Amendments to these Articles of Incorporation shall be made in the following manner:

13.1 Resolution: The Board of Directors shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the annual or special meeting.

13.2 Notice: Within the time and in the manner provided in the By-Laws for the giving of notice of meetings of Members, written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record entitled to vote thereon. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

13.3 Vote: At such meeting, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of all Members entitled to vote thereon.

13.4 Multiple Amendments: Any number of amendments may be submitted to the Members and voted upon by them at one meeting.

13.5 Agreement: If all of the Directors and all of the Members eligible to vote sign a written statement manifesting their intention that an amendment to these Articles be adopted, then the amendment shall thereby be adopted as though subsections 13.1 through 13.3 had been satisfied.

13.6 Action Without Directors: The Members may amend these Articles without the act of the Directors at a meeting for which the notice of the changes to be made was given.

13.7. Limitations: No amendment shall make any changes in the qualifications for Members nor the voting rights of Members without approval in writing of all members. No amendment shall be made that is in conflict with the Declaration. So long as the Declarant shall own any of the Property, no Declarant related amendment shall be made to the Declaration, or to the Articles or the By-Laws of the Association unless such amendment is first approved in writing by the Declarant. Without limitation, an amendment shall be deemed to be Declarant-related if it does any of the following:

a. Directly or indirectly by its provisions or in practical application relate to the Declarant in a manner different from the manner in which it relates to other Owners;

b. Modifies the definitions provided for by Article I of the Declaration in a manner which alters the Declarant's rights or status;

c. Modifies or repeals any provision of Article II or the Declaration;

d. Alters the character and rights of membership as provided for by Article IV of the Declaration or affects or modifies in any manner whatsoever the rights of the Declarant as a Member of the Association;

e. Alters any previously recorded or written agreement with any public or quasi-public agencies, utility company, political subdivision, public authorities or other similar agencies or bodies, respecting zoning, streets, roads, drives, easements or facilities;

f. Denies the right of the Declarant to convey Common Area to the Association;

g. Modifies the basis or manner of assessment as applicable to the Declarant or any lands owned by the Declarant;

h. Alters or repeals any of the Declarant's rights or any provision applicable to the Declarant's rights as provided for by any such provision of the Declaration.

13.8 Filing: A Copy of each amendment shall be certified by the Secretary of State, State of Florida, and be recorded in the Public Records of Dixie County, Florida.

13.9 Water Management District Requirements: Amendments to these Articles or By-Laws which directly or indirectly impact operation and maintenance of the surface water management system, including but without limitation, all lakes, ditches, canals, retention or detention areas, drainage, other surface water management works, and preservation or conservation areas, wetlands and wetland mitigation areas which are owned by the Association or the Owners in common, may be made after approval by the Suwannee River Water Management District. Such approval shall be in the form of a modification to any and all permits issued by the Suwannee River Water Management District under lawfully adopted rules of the Suwannee River Water Management District in effect at the time of application for such modification. Amendments to the Articles or By-Laws which do not impact operation or maintenance of the system may be made without authorization of the Suwannee River Water Management District; however, copies of any such amendments shall be forwarded to the District within thirty (30) days of approval.

**ARTICLE XIV
INCORPORATOR**

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

NAME

ADDRESS

H. Dale Herring

Post Office Box 985
Highway 19 South
Old Town, Florida 32680

**ARTICLE XV
NONSTOCK CORPORATION**


The Association is organized on a non-stock basis and shall not issue shares of stock evidencing membership in the Association; provided, however, that membership in the Association may be evidenced by a certificate of membership which shall contain a statement that the Association is a corporation not for profit.


**ARTICLE XVI
DISSOLUTION OF ASSOCIATION**

Prior to the dissolution of the Association, all property, interest in property, whether real, personal, or mixed, which is directly or indirectly related to the surface water management system, including but without limitation, all lakes, ditches, canals, retention or detention areas, drainage, other surface water management works, and preservation or conservation areas, wetland, and wetland mitigation areas which are owned by the association or the Owners in common, will be dedicated to and accepted for maintenance by the appropriate unit of government or otherwise transferred to and accepted for maintenance by an approved entity. Dedication or approval must be authorized by the Suwannee River Management District through modification of any and all permits or authorizations issued by the Suwannee River Water Management District. Such modification shall be made under the Suwannee River Water Management District in effect at the time of application for such modification.

IN WITNESS WHEREOF, the undersigned Incorporator have caused these presents to be executed as of the 4th day of April, 2002..


Witness


H. DALE HERRING,
Incorporator


Witness

STATE OF FLORIDA
COUNTY OF Gadsden

The foregoing Articles of Incorporation were acknowledged before me this 4th day of April, 2002, by H. DALE HERRING, who is personally known to me.

Theodore M. Burt
Notary Public
My Commission Expires:

9536-002st



**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR
THE SERVICE OF PROCESS WITHIN THE STATE, NAMING AGENT
UPON WHOM PROCESS MAY BE SERVED AND NAMES AND ADDRESSES
OF THE OFFICERS AND DIRECTORS.**

The following is submitted in compliance with Chapter 617.023,
F.S.:


SUWANNEE RIVER OLD TOWN OWNER'S ASSOCIATION, INC., a Corporation Not for Profit, organized under the laws of the State of Florida with its principal office at: Post Office Box 985, Highway 19 South, Old Town, Florida 32680, has named **H. DALE HERRING**, located at Post Office Box 985, Highway 19 South, Old Town, Florida 32680, as its agent to accept service of process within the State.

NEWLY ELECTED OFFICERS:


<u>NAME AND TITLE</u>	<u>ADDRESS</u>
President H. Dale Herring	PO Box 985, Old Town, FL
Vice-President/Secretary Kimberly A. Carpenter	PO Box 985, Old Town, FL
Vice-President/Treasurer Lois D. Litchfield	PO Box 777, Old Town, FL

NEWLY APPOINTED DIRECTORS:

<u>NAME</u>	<u>ADDRESS</u>
H. Dale Herring	PO Box 985, Old Town, FL
Kimberly A. Carpenter	PO Box 985, Old Town, FL
Lois D. Litchfield	PO Box 777, Old Town, FL


(Corporate Officer)

I agree as registered Agent to accept service of process; to keep the office open during prescribed hours; to post my name in some conspicuous place in the office as required by law.


H. DALE HERRING
Registered Agent