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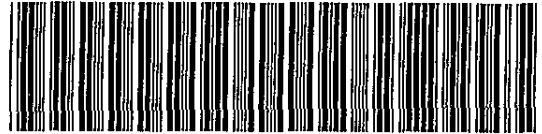
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TALLAHASSEE, FLORIDA

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LAW OFFICE

CARPENTER & PARRISH, P.A.

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RONALD A. CARPENTER

SHARON D. PARRISH

December 10, 2002

Department of State
Division of Corporations
409 E. Gaines Street
Tallahassee, FL 32399

Re: Articles of Incorporation for:
Mill Creek Rural Agricultural Subdivision, Unit 1 Owners' Association, Inc.
Mill Creek Rural Agricultural Subdivision, Unit 2 Owners' Association, Inc.

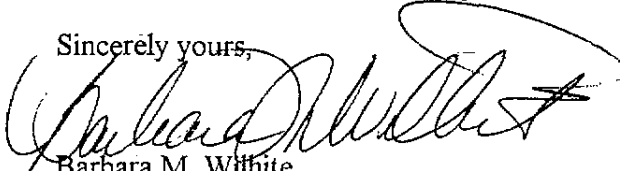
Ladies and Gentlemen:

Please find enclosed with this letter the original Articles of Incorporation for the above referenced corporations, along with our check in the amount of \$157.50 for the following charges for **each** corporation:

Filing fee:	\$35.00
Designation of RA	35.00
Certified copy	8.75
	<u>\$78.75</u>

Please return the certified copies to my address at your earliest convenience. Your assistance in this matter is greatly appreciated.

Sincerely yours,


Barbara M. Wilhite,
Assistant to Ronald A. Carpenter

/bw
Enclosures

ARTICLES OF INCORPORATION
of
MILL CREEK RURAL AGRICULTURAL SUBDIVISION, UNIT 2
OWNERS' ASSOCIATION, INC.

By these Articles of Incorporation, the undersigned Subscriber forms a corporation not for profit in accordance with Chapters 617 and 720, *Florida Statutes*, and pursuant to the following provisions ("these Articles");

ARTICLE I
NAME

The name of the corporation shall be **MILL CREEK RURAL AGRICULTURAL SUBDIVISION, UNIT 2 OWNERS' 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
SUBSCRIBER

The name and address of the Subscribers to these Articles of Incorporation is:

<u>Name</u>	<u>Address</u>
WINSTON RUSHING	P. O. Box 1252, Alachua, FL 32616
DOROTHY RUSHING	P. O. Box 1252, Alachua, FL 32616

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TALLAHASSEE, FLORIDA

ARTICLE IV
PRINCIPAL OFFICE

The principal office of the Association is located at 21901 NW CR 241, Alachua, FL 32615

ARTICLE V
REGISTERED OFFICE AND AGENT

WINSTON RUSHING, whose address is 21901 NW CR 241, Alachua, FL 32615, 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 management, improvement, maintenance, operation and care of all all ditches, retention or detention areas, drainage systems, all Surface Water and Stormwater Management Systems, and preservation or conservation areas, wetlands

and wetland mitigation areas which are controlled by the Association. 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 or the Bylaws of this Association. 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 these Articles and the Bylaws, 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 all Common Property and Surface Water or Stormwater Management Systems within its jurisdiction. The Association shall not pay dividends and no part of any income of the Association shall be distributed to its Members, directors or officers.

6.1 To fix and make assessments to the Owners of the Real Property, and collect the assessment, as well as any cost of collection including but not limited to reasonable attorneys' fees, by any lawful means.

6.2 To borrow money if needed to carry out the purpose and works of the Association.

6.3 To use and expend the proceeds of assessments and borrowings in a manner consistent with the purposes for which this Association is formed, i.e. to pay debts and obligations of the Association.

6.4 To maintain, repair, replace, operate, and care for real and personal property, including but without limitation all ditches, retention or detention areas, drainage other surfacewater management works, and preservation or conservation areas, wetlands, and wetland mitigation areas which are owned or controlled by the Association or the owners in common in a manner consistent with the permit issued by the Suwannee River Water Management District and/or local government jurisdiction and the operation and maintenance plan attached thereto.

6.5 Purchase and maintain property and/or liability insurance if deemed necessary or desirable by the Directors of the Association.

6.6 To make, amend, impose and enforce by any lawful means, reasonable rules and regulations of the Association property, subject to approval of the Suwannee River Water Management District and/or local government jurisdiction if said approval is so required.

6.7 To do and perform any obligations imposed upon the Association by the Declaration or by any permit or authorization from any unit of local, regional, state, or the federal government and to enforce by any legal means the provisions of these Articles, the Bylaws and the Declaration.

6.8 To do and perform anything required by these Articles, the By-Laws, or the Declaration to be done by a lot owner, but if not done by the lot owner in a timely manner, at the expense of such owner.

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 Declarants, WINSTON RUSHING and DOROTHY RUSHING, shall be a member of the Association. Any person or entity who holds any interest merely as a security for the performance of any obligation shall not be a Member. The Association membership of each Owner shall be appurtenant to the Real Property giving rise to such membership, and shall not be transferred except upon the transfer of title to said Real Property and then only to the transferee of title thereto. Any prohibited separate transfer shall be void. Any transfer of title shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof.

ARTICLE VIII
VOTING RIGHTS

Members shall be all Owners of Lots, including the Declarants. Members shall be entitled on all issues to one (1) vote for each Lot in which they hold the interest required for membership.

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) people. Anything in these Articles to the contrary notwithstanding, until such time as the Declarant has conveyed to purchasers not affiliated with the Declarant all Real Property, or at such earlier date as may be selected by the Declarant, the Declarant shall be entitled to designate the Board of Directors 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>
WINSTON RUSHING	P. O. Box 1252, Alachua, FL 32616
DOROTHY RUSHING	P. O. Box 1252, Alachua, FL 32616
ALAN CAIN	<u>P.O. Box 1988, Alachua, FL 32616</u>

Once the Declarants relinquishes their right to appoint the Board of Directors, the Members shall elect the directors. All successor directors shall serve for terms of one (1) year each, or until his successor shall have been elected and qualified.

Notwithstanding the other provisions contained in these Articles to the contrary, until the Declarant relinquishes control of the Association or otherwise allows control to transfer to the directors of the Association, Declarant shall provide at least 30 days written notice to the Suwannee River Water Management District and/or local government jurisdiction that all terms and conditions placed upon the Declarant by permits or authorizations from the Suwannee River Water Management District and/or local government jurisdiction have been satisfied in full and that transfer is proposed to occur on a specific date.

ARTICLE X
OFFICERS

The affairs of the Association shall be administered by the officers designated in the Bylaws. 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 are as follows:

<u>Office</u>	<u>Name</u>	<u>Address</u>
President	WINSTON RUSHING	P.O. Box 1252, Alachua, FL 32616
Vice President	DOROTHY RUSHING	P.O. Box 1252, Alachua, FL 32616
Sec./Treas.	ALAN CAIN	P.O. Box 1988, Alachua, FL 32616

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, reasonably 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 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 not 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 of Incorporation.

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 **BYLAWS**

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

ARTICLE XIII **AMENDMENTS**

Amendments to these Articles of Incorporation and the Bylaws 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 a special meeting.

13.2 **Notice.** Within the time and in the manner provided in the Bylaws 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 both the affirmative vote of a majority of the votes of Members of each class entitled to vote thereon as a class and 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 an act of the Directors at a meeting for which notice of the changes to be made is 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 by all Members. No amendment shall be made that is in conflict with the Declaration. So long as the Declarant shall own any lands within the Development Plan, no Declarant related amendment shall be made to the Declaration, or to the Articles or Bylaws of the Association unless such amendment is first approved in writing by the Declarant. Any 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 relates 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 of the Declaration;

d. Alters the character and rights or membership as provided for by Article III of the Declaration or affects or modifies in any manner whatsoever the rights of 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 to the Association Common Property;
- 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 right as provided for by any such provision of the Declaration.

13.8 **Further Limitations.** Amendments to these Articles or the Bylaws which directly or indirectly impact operation and maintenance of the Surface Water or Stormwater Management Systems or related systems may be made after approval by the Suwannee River Water Management District and/or local government jurisdiction. Such approval shall be in the form of a modification to any and all permits issued by the Suwannee River Water Management District and/or local government jurisdiction under the lawful adopted rules of the Suwannee River Water Management District and/or local government jurisdiction in effect at the time of application for such modification. Amendments to the Articles or the Bylaws which do not impact operation or maintenance of the Surface Water or Stormwater Management System or related systems may be made without authorization of the Suwannee River Water Management District and/or local government jurisdiction; however, copies of any such amendments shall be forwarded to the District within 30 days of approval

13.9 **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 Alachua County, Florida.

ARTICLE XIV **ASSESSMENTS**

Each Owner shall pay assessments according to the number of Lots owned.

ARTICLE XV **DISSOLUTION OF ASSOCIATION**

Prior to dissolution of this Association, all property, interest in property, whether real, personal, or mixed, which is directly or indirectly related to the surfacewater management system, including but without limitation all Surface Water or Stormwater Management Systems, ditches, retention or detention areas, drainage, other surfacewater management works, and preservation or conservation areas, wetland or wetland mitigation areas which are owned by the Association or controlled by the Association, 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 Water Management District and/or local government jurisdiction. Such modification shall be made under the lawfully adopted rules of the Suwannee River Water Management District and/or local government jurisdiction in effect at the time of application for such modification.

IN WITNESS WHEREOF, the undersigned Subscribers have caused these presents to be executed as of this 22 day of November, 2002.

*Signed, sealed and delivered
in our presence as witnesses:*

Lora T. Holt

Laurel R. [Signature]
Kathy J. [Signature]

C:\Covenants\MillCreek\Article.Inc

Winston Rushing
WINSTON RUSHING



Lora T. Holt
Dorothy Rushing
STATE OF FLORIDA
COUNTY OF ALACHUA

Dorothy Rushing
DOROTHY RUSHING

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **WINSTON RUSHING** to me known to be the subscriber described in the foregoing Articles of Incorporation, and having taken an oath, he acknowledged and swore to the execution of the said Articles of Incorporation for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid on this 22 day of November, 2002.



Lora T. Holt
Notary Public, State of Florida

STATE OF FLORIDA
COUNTY OF ALACHUA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **DOROTHY RUSHING** to me known to be the subscriber described in the foregoing Articles of Incorporation, and having taken an oath, he acknowledged and swore to the execution of the said Articles of Incorporation for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid on this 22 day of November, 2002.

Lora T. Holt
Notary Public, State of Florida

ACCEPTANCE BY REGISTERED AGENT:

The undersigned, having been named to act as Registered Agent for the corporation named herein, acknowledges said appointment and agrees to serve in such capacity and perform the duties associated therewith.



Winston Rushing
WINSTON RUSHING

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA