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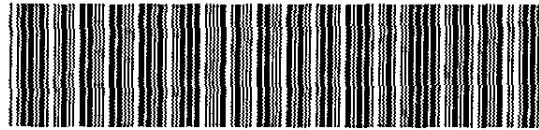
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1.) Creekside of Safety Harbor Lot Owners
(CORPORATE NAME & DOCUMENT #) Association, Inc.

2.) _____
(CORPORATE NAME & DOCUMENT #)

3.) _____
(CORPORATE NAME & DOCUMENT #)

4.) _____
(CORPORATE NAME & DOCUMENT #)

5.) _____
(CORPORATE NAME & DOCUMENT #)

SPECIAL INSTRUCTIONS _____

ARTICLES OF INCORPORATION
of
**CREEKSIDE OF SAFETY HARBOR
LOT OWNERS ASSOCIATION, INC.**

FILED
03 MAR 26 AM 10:53
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In compliance with the requirements of Chapter 617 of the *Florida Statutes*, the undersigned have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit, and do hereby certify:

ARTICLE I.
Definition

For purposes of these Articles of Incorporation, the following terms shall have the following definitions and meanings:

1.1 *Articles* shall mean and be defined as these Articles of Incorporation of Creekside of Safety Harbor Lot Owners Association, Inc., and all amendments thereto and modification thereof which are duly enacted by the Corporation in accordance with the terms hereof.

1.2 *Assessment* shall mean and be defined as any assessment of an Owner and a Lot by the Corporation for Common Expenses and other items pursuant to and for the purposes specified in the Declaration.

1.3 *Bylaws* shall mean and be defined as the Bylaws of Creekside of Safety Harbor Lot Owners Association, Inc., and all amendments thereto or modification thereof which are duly enacted by the Corporation in accordance with the terms thereof.

1.4 *Common Expenses* shall mean and be defined as those costs and expenses of the Corporation more particularly identified and described in the Declaration.

1.5 *Common Property* shall mean and be defined as all real and personal property from time to time owned, operated and/or maintained by the Corporation

for the common use and enjoyment of all owners of any portion of the Subject Property, including, without limitation, all street rights-of-way, lakes, detention areas and wetlands and such other portions of the Subject Property as shall be conveyed to the Corporation by the Developer as more particularly provided in the Declaration.

1.6 *Corporation* shall mean and be defined as Creekside of Safety Harbor Lot Owners Association, Inc., a corporation not for profit organized and existing under the laws of the State of Florida.

1.7 *Declaration* shall mean and be defined as that certain Declaration of Covenants, Conditions and Restrictions for the Subject Property recorded in the Public Records of Pinellas County, Florida, and all amendments and modifications thereto.

1.8 *Developer* shall mean and be defined as Creekside of Safety Harbor, LLC, a Florida limited liability company, and its successors and assigns by merger, consolidated or by purchase of all or substantially all of its assets.

1.9 *Owner* shall mean and be defined as one or more persons or entities who or which are alone or collectively the record owner of fee simple title to any lot, parcel, piece or tract of land within the Subject Property, including the Developer and its successors and assigns, but excluding those having an interest in any such lot, parcel, piece or tract of land merely as security for the payment of a debt or the performance of an obligation.

1.10 *Lot* shall mean and be defined as a separate subdivided or platted lot within the Subject Property which is sold initially by the Developer as such lot is described in the initial instrument of conveyance (including any corrective instruments) by the Developer.

1.11 *Subject Property* shall mean and be defined as the land currently owned by Developer (Lots 1 through 10, Creekside of Safety Harbor, together with the lakes, ponds and wetlands located within the subdivision plat) which has been submitted to the terms of the Declaration, and such additional property owned by Developer, or its successors and assigns, and may, at a later date, be submitted to the terms and conditions of the Declaration.

The remaining definitions contained in the Declaration are hereby specifically incorporated herein by this reference thereto in these Articles, and shall have the same meaning as if set forth fully herein.

ARTICLE II.

Name and Address of Corporation

The name of the corporation shall be CREEKSIDE OF SAFETY HARBOR LOT OWNERS ASSOCIATION, INC., a Florida corporation not for profit, and its mailing address is 3093 46th Avenue North, St. Petersburg, Florida 33714.

ARTICLE III.

Purposes

The Corporation has been created and established for the object and purposes of, and upon transfer by the Developer to the Corporation of the Common Property shall have exclusive jurisdiction (subject to all governmental agencies with jurisdiction over the same) over and the sole responsibility for: (a) the ownership, administration, management, regulation, care, maintenance, repair, restoration, replacement, preservation and protection of the Common Property, and the master surface water management system and its appurtenant easement and facilities; (b) the establishment, levy, imposition, enforcement and collection of all Assessments for which provision is made in the Declaration; (c) the payment of all Common Expenses and other expenses of the Developer as are set forth in the Declaration; and (d) the promotion and advancement of the health, safety and general welfare of the members of the Corporation.

ARTICLE IV.

Duties and Powers

The Corporation shall have all the power and privileges granted to corporations not for profit pursuant to Chapter 617 of the *Florida Statutes*, and upon transfer by the Developer of the Common Property to the Corporation shall also have such duties and powers as are, respectively, imposed and conferred upon the Developer pursuant to the Declaration, including, without limitation, such duties and powers as may be reasonably implied from, necessary for and incidental to the accomplishment of the object and purposes for which it has been created and established.

4.1 ***Duties.*** After transfer by Developer of the Common Property, the Corporation, acting by and through its Board of Directors, shall, in addition to those general and specific duties, responsibilities and obligations imposed upon it by law and

those specified in the Declaration and the Bylaws, have the following specific duties, responsibilities and obligations, to-wit:

(a) To own, hold, control, administer, manage, regulate, care for, maintain, repair, replace, restore, preserve and protect all Common Property, whether real, personal or mixed, including, without limitation, all common streets and roads, sidewalks, walkways, signs, landscaping, landscape irrigation systems, street lighting systems, central security systems and all other common improvements, facilities and appurtenances; subject, at all times, however, to the terms of any document or instrument pursuant to which the Corporation shall acquire title to any Common Property from Developer.

(b) To regulate, inspect, care for, maintain and repair the surface water management system for the Subject Property, and all its appurtenant easements and facilities, subject at all times to the review and regulation of the Southwest Florida Water Management District.

(c) To pay all Common Expenses associated with the ownership, administration, management, regulation, care, maintenance, repair, replacement, restoration, preservations and protection of the Common Property, and the surface water management system, the management and administration of the business and affairs of the Corporation and all of the Common Expenses for which provision is made in the Declaration.

(d) To establish, make, levy, impose, enforce and collect all Assessments from which provision is made in the Declaration or which shall otherwise be necessary to provide and assure the availability of such funds as may be reasonably necessary to pay all Common Expenses or otherwise conduct the business and affairs of the Corporation, including, without limitation, such funds as may be necessary to own, manage, administer, care for, maintain, improve, repair, replace, restore, preserve and protect the common streets and roads and the surface water management system and its appurtenant easements and facilities within and upon the Subject Property.

(e) to provide and perform such other services and tasks, the responsibility for which has been expressly or impliedly delegated to the Developer pursuant to the Declaration.

(f) To provide adequate insurance on and for the Common Property and, consistent with their respective duties, responsibilities and liabilities, for the Corporation and its members, officers and directors.

(g) To preserve, protect, maintain and enhance the appearance and natural beauty of the Common Property and the Subject Property generally.

(h) To advance, promote, enhance and protect the health, safety and general welfare of the members of the Corporation, the Owners of Sites in the Subject Property generally; provided, however, that the Corporation shall be and hereby is specifically prohibited from engaging in any political activity or any other activity whereby its status as a corporation not for profit or its exemption from federal or state income taxation, if any, shall be forfeited or jeopardized.

(i) To assure compliance with and adherence to and otherwise to enforce the provisions of the Declaration.

(j) to operate without profit for the sole and exclusive benefit of its members and the Subject Property community generally.

4.2 Powers. The Corporation, acting by and through its Board of Directors, shall, in addition to those general and specific powers conferred upon it by law and those specified in the Declaration and in its Bylaws, have the following specific powers after transfer to the Corporation of the Common Property, to-wit:

(a) Except as may be limited by the terms of these Articles, the Declaration and the Bylaws of the Corporation to acquire, own, hold, control, administer, manage, regulate, care for, maintain, repair, replace, restore, preserve, protect, buy, sell, lease, transfer, convey, encumber or otherwise deal in or with real or personal property (or any interest therein, including easements) which is, or upon its acquisition by the Corporation shall thereupon become, Common Property as defined in the Declaration.

(b) Except as may be limited by the terms of the Declaration, these Articles and Bylaws of the Corporation, to regulate, inspect, care for, maintain and repair the surface water management system for the Subject Property and its appurtenant easements and facilities, and to enter upon any Site or Common Property for the purpose of exercising this power.

(c) To establish, make, levy, impose, enforce and collect all Assessments for which provision is made in the Declaration in accordance with the terms and provisions of the Declaration, these Articles and the Bylaws of the Corporation.

(d) To create, establish, maintain and administer such capital expenditure and other reserve funds or accounts as shall, in the discretion of the Board of Directors, be reasonably necessary to provide and assure the availability of the funds necessary for the care, maintenance, repair, replacement, restoration, preservation and protection of all common streets and roads, and all other Common Property, including all other easements and facilities, and the surface water management system and its appurtenant facilities and easements, and for such other purposes as the Board of Directors of the Corporation, in its reasonable discretion, shall deem necessary or appropriate.

(e) To sue and be sued and to defend any suits.

(f) Subject to the limitations specified in the Bylaws hereof, to borrow such money as may reasonably be required to discharge and perform the duties, responsibilities and obligations imposed upon the Corporation pursuant to the Declaration.

(g) To employ such persons or to contract with such independent contractors or managing agents as shall be reasonably required in order for the Corporation to carry out, perform and discharge all or any part of its duties, obligations and responsibilities pursuant to the Declaration.

(h) To provide and contract for such insurance protection on or for the Corporation and the Common Property and, consistent with their respective duties, responsibilities and liabilities, for the members, officers and Directors of the Corporation.

(i) to take such steps as may be necessary to enforce the provisions of the Declaration, including, without limitation, the employment of counsel and the institution and prosecution of litigation to enforce the provisions of the Declaration including, without limitation, such litigation as may be necessary to collect assessments and foreclose liens for which provisions are made in the Declaration.

(j) To exercise architectural control over all buildings, structures and improvements to be placed or constructed upon any portion of the Subject Property as provided in the Declaration.

(k) In its sole discretion, to establish, promulgate and enforce rules, regulations, bylaws, covenants, restrictions and agreements pertaining to the use of the Common Property and to carry out the purposes of the Corporation.

(l) to provide for the future ownership, administration, management, improvement, maintenance, preservation and protection of all Common Property and the surface water management system and its appurtenant easements and facilities within the Subject Property.

(m) To carry on any and all activities permitted to a corporation not for profit under the laws of the State of Florida as may be helpful or appropriate for the achievement of the foregoing goals and purposes.

ARTICLE V. ***Nonprofit Laws***

No part of the net earnings of the Corporation shall inure to the benefit of any of its members or any other individual. This Corporation shall not carry on any activity for the profit of its members, or distribute any gains, profits, or dividends to any of its members as such, or engage, except to an insubstantial degree, in any activities which are not in furtherance of the specific and primary purpose of this Corporation. The Corporation may, however, provide a rebate of excess fees or assessments to its members. In determining whether there should be a rebate or the amount of any rebate, the amount of earnings is **not** to be taken into account in any manner.

ARTICLE VI. ***Membership***

6.1 ***Membership.*** Every Owner shall automatically and mandatorily be a member of the Corporation upon becoming an Owner. Additionally, the Developer shall automatically and mandatorily be a member of the Corporation. Membership may not be refused, waived or surrendered, but a member's voting rights and use and enjoyment of the Common Property may be regulated or suspended as provided in these Articles, the Bylaws of the Corporation and the Declaration.

6.2 ***Transfer of Membership.*** Membership shall be appurtenant to and may not be separated from the ownership interest of an Owner in a lot, piece, parcel or tract of land within the Subject Property owned by such Owner. The membership of an Owner in the Corporation shall not be transferred, pledge or alienated in any way, except that such membership shall automatically be transferred and assigned to a transferee upon the transfer of the ownership required for membership in the Corporation. The Corporation shall have the right to record any such automatic transfer upon the books and records of the Corporation without any further action or consent by the transferring owner

or any transferee owner. Any attempt to make a prohibited transfer of membership, however, shall be void and of no force and effect and will not be reflected upon the books and records of the Corporation.

6.3 *Members' Rights.* The rights of every member shall be subject to and governed by the terms and provisions not only of these Articles, but, in addition, shall at all times be subject to the terms and provisions of the Declaration and the Bylaws of the Corporation.

6.4 *Voting Rights.* An Owner's right to vote shall vest immediately upon such Owner's qualification for membership as provided in the Bylaws. All voting rights of a member shall be exercised in accordance with and subject to the restrictions and limitations provided in these Articles, the Bylaws and Rules of the Corporation and the Declaration.

6.5 *Classes of Voting Membership; Number of Votes.* The corporation shall have two (2) classes of voting membership, as follows:

(a) *Class A.* Class A members shall be all Owner of Lots, with the exception of the Developer, until Class B membership has been converted to Class A Membership, as provided in subparagraph (b) of this Article VI, and after such conversion all Owners of Lots shall be Class A members. Class A members shall be nonvoting members until such time as Class B membership shall have been converted to Class A membership; thereupon and thereafter, Class A members shall be entitled to one (1) vote for each lot within the subdivision in which they hold the ownership interest required for membership. When one or more person or entity holds the ownership interest required for membership, each such person or entity shall be a member, but the single vote of such members with respect to the lot owned by them shall be exercised as they, among themselves, determine. The Corporation may, but shall not be obligated to, recognize the vote or written assent of any co-owner who or which is designated by all co-owners entitled to cast the vote attributable to the lot owned by such co-owners, provided that such written designation shall be delivered to the Corporation not less than twenty-four (24) hours prior to the taking of the particular vote in question.

(b) *Class B.* The Class B member shall be the Developer. The Class B member shall be the sole voting member until such time as Class B membership ceases and converts to Class A membership pursuant to this subparagraph (b). Class B membership shall cease and be converted to Class A membership upon the earlier to occur of the following events: (1) the assignment by Developer to the Corporation of all of

Developer's rights, powers, duties and obligations under the Declaration; or (2) the transfer and conveyance by Developer of all lands owned by Developer in the Subject Property (other than the Common Property), to any person or persons other than a successor developer who assumes all obligations of Developer under the provisions of the Declaration; or (3) six (6) months after ninety percent (90%) of the Lots have been conveyed by Developer to Owners other than the Developer by deed or otherwise.

6.6 Approval by Members. Unless elsewhere otherwise specifically provided in these Articles or the Bylaws of the Corporation or the Declaration, any provision of these Articles which requires the approval of a majority or other specified fraction or percentage of the voting power of the Corporation or any class or classes of membership therein shall be deemed satisfied by either, both or a combination of the following:

(a) The vote in person or by proxy of the majority or other specified fraction or percentage of the membership entitled to vote, at a meeting duly called and noticed pursuant to the provisions of the Bylaws of the Corporation dealing with annual or special meetings of the members.

(b) Written consents signed by the majority or other specified fraction or percentage of the members entitled to vote.

ARTICLE VII.

Board of Directors

7.1 Number. The Corporation shall be managed and governed by a Board of Directors consisting of not less than three (3) nor more than nine (9) directors, but which shall always be an odd number. The number of directors may be either increased or decreased from time to time as provided by the Bylaws of the Corporation, but shall never be less than three (3). In the absences of such determination, there shall be three (3) directors. The manner in which directors are elected or appointed shall be as stated in the Bylaws of the Corporation

7.2 Duties and Powers. All of the duties and powers of the Corporation existing under Chapter 617 of the *Florida Statutes*, the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject to approval by the members only when specifically required. Directors may be removed and vacancies of the Board shall be filled in the manner provided by the Bylaws.

7.3 *Federal Income Tax Election.* The authority of the directors of the Corporation shall include, but not be limited to, the power to cause the Corporation to make the annual election with respect to the Corporation's federal income tax treatment under Section 528 of the Internal Revenue Code of 1954, as amended from time to time.

7.4 *Initial Directors.* The names and addresses of the directors who shall hold office until their successors are elected or appointed, or until removed, are as follows:

<u>Name</u>	<u>Address</u>
Grady C. Pridgen, III	3093 46 th Avenue North St. Petersburg, FL 33714
William J. Meyer	1726 M Street NW, Suite 802 Washington, DC 20036
Sean C. Pridgen	3093 46 th Avenue North St. Petersburg, FL 33714

ARTICLE VII. *Officers*

The officers of the Corporation shall be a President, Vice President, Secretary, Treasurer and such other officers as the Board of Directors may from time to time by resolution create. The officers shall serve at the pleasure of the Board of Directors, and the Bylaws may provide for the removal from office of officers and for filling vacancies. The duties of the officers shall be as set forth in the Bylaws. The names of officers who shall serve until their successors are designated by the Board are as follows:

<u>Name</u>	<u>Title</u>	<u>Address</u>
Grady C. Pridgen, III	President	3093 46 th Avenue North St. Petersburg, FL 33714
William J. Meyer	Secretary/ Treasurer	1026 M Street NW, Suite 802 Washington, DC 20036

ARTICLE IX.

Bylaws

The initial Bylaws shall be adopted by the Board and may be altered, amended or rescinded in the manner provided by the Bylaws. No amendment shall change the rights and privileges of the Developer without its consent.

ARTICLE X.

Amendments

Amendments to these Articles may be proposed by the Board of Directors and shall become effective upon the affirmative vote of a majority of the members present and entitled to vote at any regular or special meeting of the Corporation. Any number of amendments may be submitted to the members and voted upon by them at any one meeting. Upon the approval of an amendment to these Articles, Articles of Amendment shall be executed and delivered to the Department of State as provided by law. Notwithstanding anything to the contrary hereinabove, any amendment which would effect the surface water management system at the subdivision, including the water management portions of the Common Areas and environmental conservation areas must first be submitted to the Southwest Florida Water Management District for a determination of whether the amendment necessitates a modification of the surface water management permits.

ARTICLE XI.

Duration

This Corporation shall have perpetual existence, unless dissolved according to law; provided, however, that upon dissolution of this Corporation, all of its assets remaining after payment of all costs and expenses of such dissolution shall be distributed to some organization or organizations qualified as tax exempt under the laws of the United States of America (being also described as exempt under Section 501(C) of the Internal Revenue Code), the selection of the organization to be in the absolute discretion of a majority of the directors of this Corporation. Should no such organization be so designated, then the assets shall be distributed to the State of Florida, or should the State be unable to administer the assets properly, then the assets shall be distributed to the federal government of the United States of America. Notwithstanding the foregoing, if the Corporation is dissolved, the property consisting of the surface water management system

shall be conveyed to an appropriate agency of local government, and if not accepted by such grantee, then the surface water management system shall be dedicated to a not for profit corporation similar to the Corporation.

ARTICLE XII.
Registered Office and Agent

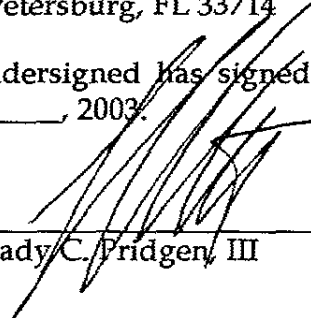
The street address of the initial registered office of the Corporation shall be 3093 46th Avenue North, St. Petersburg, Florida 33714 and the initial registered agent of the Corporation at that address shall be Grady C. Pridgen, III.

ARTICLE XIII.
Incorporator

The name and address of the person signing these Articles are as follows:

<u>Name</u>	<u>Address</u>
Grady C. Pridgen, III	3093 46 th Avenue North St. Petersburg, FL 33714

IN WITNESS WHEREOF, the undersigned has signed these Articles of Incorporation this _____ day of _____, 2003.



Grady C. Pridgen, III

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**CERTIFICATE DESIGNATING REGISTERED AGENT
FOR SERVICE OF PROCESS**

Pursuant to the provisions of Chapters 48 and 617, *Florida Statutes*, the corporation identified below hereby submits the following statement in designation of the Registered Office and Registered Agent in the State of Florida.

CREEKSIDE OF SAFETY HARBOR LOT OWNERS ASSOCIATION, INC., desiring to organize as a corporation under the laws of the State of Florida, with its registered office at 3093 46th Avenue North, St. Petersburg, Florida 33714, has named GRADY C. PRIDGEN, III, located at 3093 46th Avenue North, St. Petersburg, Florida 33714, as its Registered Agent to accept service of process within the State.

ACCEPTANCE

Having been named as Registered Agent for the above stated corporation at the place designated in this Certificate, I hereby acknowledge that I am familiar with the obligations of a registered agent under the laws of the State of Florida and accept to act as Registered Agent for the above stated corporation and agree to comply with the provisions of all laws applicable to the performance of such office.

Grady C. Pridgen, III

Dated: 3/18/03, 2003

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TALLAHASSEE, FLORIDA