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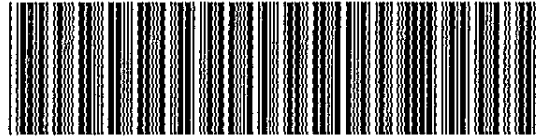
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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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Amend & Revoke NR  
#Cert copy 8-12-03

# DAVID L. MACKAY ATTORNEY, P. A.

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Mailing Address:  
Post Office Box 206  
Ocala, Florida 34478-0206

Physical Address:  
2801 Southwest College Road, Suite #9  
Ocala, Florida 34474

Telephone: (352) 237-3800  
Facsimile: (352) 237-0299  
E-mail: mrocala@worldnet.att.net

July 24, 2003

**VIA UNITED PARCEL SERVICE**  
**OVERNIGHT DELIVERY**

Secretary of State  
Division of Corporations  
409 East Gaines Street  
Tallahassee, Florida 32399

Re: Hunt Club at Fox Point Owners Association, Inc.

Gentlemen:

Enclosed is the original and one copy of Amended and Restated Articles of Incorporation for the above-captioned Florida corporation, together with my check in the amount of \$44.75, covering the filing fee and the cost for a certified copy of the Amended and Restated Articles of Incorporation. Please acknowledge receipt and filing of the Amended and Restated Articles by returning the certified copy of the Amended and Restated Articles of Incorporation to me at the above address.

Thank you for your attention to this matter.

Very truly yours,

  
DAVID L. MacKAY

DLM/jf

Enclosures



FLORIDA DEPARTMENT OF STATE

Glenda E. Hood  
Secretary of State

July 31, 2003

DAVID MACKAY  
P.O. BOX 206  
OCALA, FL 34478-0206

SUBJECT: HUNT CLUB AT FOX POINT OWNERS ASSOCIATION, INC.  
Ref. Number: N03000006052

We have received your document for HUNT CLUB AT FOX POINT OWNERS ASSOCIATION, INC. and your check(s) totaling \$44.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

The current name of the entity is as referenced above. Please correct your document accordingly.

The name of the entity must be identical throughout the document.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6916.

Carol Mustain  
Document Specialist

Letter Number: 803A00044175

**AMENDED AND RESTATED**  
**ARTICLES OF INCORPORATION**  
**OF**  
**HUNT CLUB at FOX POINT OWNERS ASSOCIATION, INC.**

FILED  
03 AUG 12 PM 1:40  
CLERK OF STATE  
TALLAHASSEE, FLORIDA

**ARTICLE ONE**  
**NAME**

The name of the corporation is The Hunt Club at Fox Point Owner's Association, Inc.

**ARTICLE TWO**  
**DURATION**

The corporation shall have perpetual duration.

**ARTICLE THREE**  
**PURPOSES AND POWERS**

1. The corporation does not contemplate pecuniary gain or profit, direct or indirect, to its members. In way of explanation and not of limitation, the purposes for which it is formed are:

A. To be and constitute the Association to which reference is made in the Protective Covenants of The Hunt Club at Fox Point (hereinafter "Protective Covenants"), as recorded in Official Records Book 3476, Pages 421 through 437, of the Public Records of Marion County, Florida, establishing a plan of development. To perform all obligations and duties of the Association and to exercise all rights and powers of the Association, as specified in the Protective Covenants, in the Bylaws, and as provided by law.

B. To provide an entity for the furtherance of the interests of the Owners of Lots in the development.

2. In furtherance of its purpose, the corporation shall have the following powers, which, unless indicated otherwise by the Protective Covenants or Bylaws, may be exercised by the Board of Directors:

A. All of the powers conferred upon corporations not for profit by common law and the statutes of the State of Florida in effect from time to time.

B. All of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in these Articles, the Bylaws, or the Protective Covenants, including without limitation, the following:

(1) To fix and to collect assessments or other charges to be levied equally against the Lots;

(2) To manage, control, operate, maintain, repair, and improve Common Property and facilities and property subsequently acquired by the corporation, or any property owned by another, for which the corporation by rule, regulation, Protective Covenants, or contract has a right or duty to provide such services;

(3) To enforce covenants, conditions, or restrictions affecting any property to the extent the Association may be authorized to do so under any Protective Covenants, these Articles, the Bylaws;

(4) To adopt rules and regulations with respect to use of Common Areas and other facilities of the Association, including the right to suspend usage and assess fines as allowed by law for violation of the adopted rules and regulations;

(5) To suspend voting rights of members upon nonpayment of any properly implemented assessments;

(6) To engage in activities that will actively foster, promote, and advance the common interests of all Owners of Lots in the development;

(7) To buy or otherwise acquire, sell, or otherwise dispose of, mortgage or otherwise encumber, exchange, lease, hold, use, operate, and otherwise deal in and with real, personal, and mixed property of all kinds and any right or interest therein for any purpose of the corporation, including the ability to make capital improvements over and above items of necessary maintenance, repair, and replacement of existing improvements;

(8) To borrow money for any purpose, subject to limitations contained in the Bylaws, including the ability to make capital improvements over and above items of necessary maintenance, repair, and replacement of existing improvements;

(9) To enter into, make, perform, or enforce contracts of every kind and description; and to do all other acts necessary, appropriate, or advisable in carrying out any purpose of the Association with or in association with any corporation or other entity or agency, public or private;

(10) To act as agent, trustee, or other representative of other corporations, firms, or individuals; and as such to advance the business or ownership interests of such corporation, firms, or individuals;

(11) To adopt, alter, and amend or repeal such Bylaws as may be necessary or desirable for the proper management of the affairs of the Association; provided, however, that such Bylaws may not be inconsistent with or contrary to any provision of the Protective Covenants;

(12) To provide any and all supplemental municipal services for the benefit of the Lots as may be necessary or proper.

3. The foregoing enumeration of purposes and powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or hereafter be allowed or permitted by law; and the powers specified in each of the sub-paragraphs of this Article Three are independent powers, not to be restricted by reference to or inference from the terms of any other sub-paragraph or provision of this Article Three.

#### ARTICLE FOUR MEMBERSHIP

1. The corporation shall be a membership corporation without certificates or shares of stock.

2. The corporation shall have two classes of membership; Class "A" and Class "B", as follows:

A. Class "A". Class "A" members shall be those owners as defined in the Protective Covenants with the exception of the Developer or its successor in title. Class "A" members shall be entitled to one vote for each lot in which they hold the interest required for membership;

B. Class "B". Class "B" members shall be the Developer or its successor in title. The Class "B" member shall be entitled to two votes for each lot in which it holds the interest required for membership provided the Class "B" membership shall cease and become converted to Class "A" membership on the happening of any of the following events, whichever occurs earlier:

(1) When the Developer or its successor in title no longer owns any property in the development; or

(2) When in its sole discretion the Developer so determines.

(3) As provided by law, when the Developer is otherwise required to turn over control of the Association to the Owners other than Developer. From and after the happening of those events, whichever occurs earlier, the Class "B" member shall be deemed to be a Class "A" member entitled to one vote for each lot in which it holds the interest required for membership.

#### ARTICLE FIVE BOARD OF DIRECTORS

1. The business and affairs of the corporation shall be conducted, managed, and controlled by a Board of Directors. The Board shall consist of not less than three, nor more than nine members; the specific number to be set from time to time as provided in the Bylaws.

2. The Board of Directors, who shall serve until the next appointment or election of directors, are as follows:

Greg Lawroski  
6144 Southwest State Road 200,  
Ocala, Florida 34476  
James E. Sanborn  
10907 Southwest 58<sup>th</sup> Avenue Road  
Ocala, Florida 34476

Michael R. Farina  
Five Cold Hill Road South, Suite 3  
Mendham, New Jersey 07945

The Class "B" member shall appoint all directors, who shall serve at the pleasure of the Class "B" member until the date that is three months after ninety percent (90%) of the Lots have been conveyed to Class "A" members, at which date a special election of Directors shall be held. At the special election of Directors, the Class "A" members (not including any builders, contractors, or others who purchase a Lot for the purpose of constructing improvements thereon for resale) shall be entitled to elect at least a majority of the Directors. The Class "B" member shall be allowed to vote all of its votes, except that the Class "B" member shall not vote for the purpose of reacquiring control of the Association or for selection of the majority of the Directors of the Association.

#### ARTICLE SIX INDEMNIFICATION AND RELATED MATTERS

1. Power to Indemnify -- Third Party Actions. The corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the corporation) by reason of the fact that he is or was a director, officer, employee, or agent of the corporation against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding if he acted in good faith and in a manner he reasonably believed to be in good faith and in a manner he reasonably believed to be in the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceedings by judgment, order, settlement, 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 the best interests of the corporation, and, with respect to any criminal action or proceedings, had reasonable cause to believe that his conduct was unlawful.

2. Power to Indemnify -- Action Brought in the Right of the Corporation. The Corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the corporation 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 corporation, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement or such action or suit if he acted in good faith and in a manner he reasonably believed to be in the best interests of the corporation and except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the corporation unless and only to the extent that the Court in which such action or suit was brought 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.

3. Right to Indemnification. To the extent that a director, officer, employee, or agent of the corporation has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in paragraphs 1 and 2 of this Article, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

4. Determination of Entitlement to Indemnification. Any indemnification under paragraphs 1 and 2 of this Article, unless ordered by a Court, shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee, or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in paragraphs 1 and 2 of this Article. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit, or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable, if a quorum of disinterested directors so direct, by independent legal counsel in a written opinion, or (3) by the members of the corporation.

5. Advancement of Expenses. Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the corporation in advance of the final disposition of such action, suit, or proceeding as authorized in the manner provided in paragraph 4 of this Article upon receipt of any undertaking by or on behalf of the director, officer, employee, or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the corporation as authorized in this Article.

6. Savings Clause. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any bylaw, agreement, vote of the members of the corporation or disinterested directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office such as director, officer, committee member, employee, or agent, and shall continue as to a person who has ceased to be a director, officer, committee member, employee, or agent, and shall inure to the benefit of the heirs, executors, and administrators of such a person.

7. Insurance. The corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the corporation, 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 corporation would have the power to indemnify him against such liability under the provisions of this Article.

## ARTICLE SEVEN DISSOLUTION

The corporation may be dissolved only as provided in the Protective Covenants, Bylaws and by the laws of the State of Florida provided, however, that if the Association is dissolved, all of the Lot Owners shall be jointly and severally responsible for operation and maintenance of the surface water management facilities as presently or hereafter constructed in the Subdivision in



accordance with the requirements of the Environmental Resource Permit issued for The Hunt Club at Fox Point, unless a successor or alternate entity assumes responsibility for such facilities as allowed by the Rules of the Southwest Florida Water Management District.

#### ARTICLE EIGHT AMENDMENTS

1. These Articles may be amended as provided by Section 617.1002, Florida Statutes, provided no amendment shall be in conflict with the Protective Covenants and provided further no amendment shall be effective to impair or dilute any rights of members that are governed by such Protective Covenants.

2. The Bylaws of The Hunt Club at Fox Point Owner's Association, Inc., may be made, altered, or rescinded by the members of the Association consistent with the current Article Six, Section 5 of said Bylaws, which reads as follows:

These Bylaws may be amended by the members of the Association at any meeting duly called for the purpose, by the affirmative vote, in person or by proxy, of a majority of all members of the Association entitled to vote, including both Class "A" members and Class "B" members. Notice of such meeting shall be given to all members in accordance with these Bylaws and shall include a copy of the proposed amendments. Notwithstanding the foregoing, those provisions of these Bylaws which are governed by said Protective Covenants or by Florida law may not be amended, repealed, or altered except as provided in said Protective Covenants, or by applicable law. No amendment to these Bylaws shall alter, modify, or rescind any right, title, interest, or privilege herein granted or accorded to the holder of any mortgage affecting any lot unless written notice of any meeting called for the purpose of amending these Bylaws shall be sent to the holders of any and all first mortgages affecting any of the lots, not less than thirty (30) days in advance of the meeting, setting forth the purpose of the meeting.

#### ARTICLE NINE REGISTERED AGENT AND OFFICE

The registered office of the corporation is 6144 Southwest State Road 200, Ocala, Florida; 34476, and the registered agent at 6144 Southwest State Road 200, Ocala, Florida, 34476 is Greg Lawroski, who signed these Amended and Restated Articles of Incorporation to indicate his acceptance and agreement to act in this capacity as contemplated by 607.164, Florida Statutes.

#### ACCEPTANCE

I HEREBY ACCEPT the appointment as Registered Agent of **THE HUNT CLUB at FOX POINT OWNERS ASSOCIATION, INC.** and agree to act in that capacity.

*Greg Lawroski*  
GREG LAWROSKI, Registered Agent

ARTICLE TEN  
INCORPORATOR

The name and address of the incorporator of the corporation is as follows: Westwood Partnership, LLP, 5655 Southwest Evans Drive, Stuart, Florida 34997.

ARTICLE ELEVEN  
PRINCIPAL OFFICE

The corporation's principal office is located at Westwood Partnership, LLP, 5655 Southwest Evans Drive, Stuart, Florida 34997; and the corporation's mailing address is Westwood Partnership, LLP, 5655 Southwest Evans Drive, Stuart, Florida 34997.

The foregoing Amended and Restated Articles of Incorporation of The Hunt Club at Fox Point Owners Association, Inc. were duly adopted by the Board of Directors and Members on July 18, 2003.

The Hunt Club at Fox Point Owners Association, Inc.

By: *Greg Lawroski Pres.*  
GREG LAWROSKI, President

Dated: July 18, 2003

STATE OF FLORIDA  
COUNTY OF MARION

Sworn to (or affirmed) and subscribed before me in the state and county aforesaid this 18<sup>th</sup> day of July, 2003, by **GREG LAWROSKI**, as President of The Hunt Club at Fox Point Owners Association, Inc., a Florida Not-for-profit corporation.

*David L. Mackay*  
(Signature, Notary Public, State of Florida)  
(Print, Type or Stamp Commissioned  
Name of Notary Public)



David L. Mackay  
MY COMMISSION # CC977434 EXPIRES  
October 24, 2004  
BONDED THRU TROY FAIN INSURANCE, INC.

Personally Known X OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_