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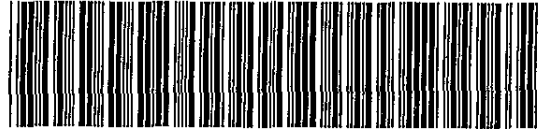
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**FILED**

2004 JUL 22 A 9:12

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

July 21, 2004  
VIA OVERNIGHT DELIVERY

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

RE: RIVERWOOD HOMEOWNERS ASSOCIATION OF SARASOTA, INC.

Dear Sir/Madam:

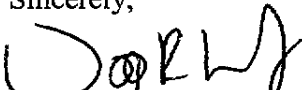
I have enclosed for your review and filing the original and one copy of the Articles of Incorporation for RIVERWOOD HOMEOWNERS ASSOCIATION OF SARASOTA, INC., and a check in the amount of \$78.75 payable to the Florida Department of State for the following:

Filing fee for Articles of Incorporation, F.S.	\$35.00
Filing Fee for Registered Agent	\$35.00
Certificate of Status	<u>8.75</u>
<b>TOTAL:</b>	<b>\$78.75</b>

Please return a copy of the Articles of Incorporation and the original Certificate of Status to 2626 Dick Wilson Drive, Sarasota FL 34240.

Thank you for your prompt attention to this matter.

Sincerely,

  
David R. Winterrowd

Enclosures

**ARTICLES OF INCORPORATION  
OF  
RIVERWOOD HOMEOWNERS ASSOCIATION OF SARASOTA, INC.  
(A Corporation Not For Profit)**

FILED  
2009 JUL 22 A 8 12  
SECRETARY OF STATE  
TALLAHASSEE FLORIDA

In order to form a corporation under and in accordance with the provisions of the laws of the State of Florida for the formation of homeowners' associations, pursuant to F.S. 720, we the undersigned, do hereby associate ourselves together into a corporation for the purposes and with the powers hereinafter set forth, and to accomplish that end we do hereby adopt and set forth these Articles of Incorporation, viz:

**ARTICLE I  
NAME OF CORPORATION**

The name of the corporation shall be:

RIVERWOOD HOMEOWNERS ASSOCIATION OF SARASOTA, INC.

hereinafter in these Articles referred to as the "Association." The principal office and mailing address of the Association shall be 60 Sarasota Center Blvd, Sarasota, FL 34240

**ARTICLE II  
PURPOSES**

The general nature, objects, and purpose of the Association are:

A. To promote the health, safety, and social welfare of the owners of all lots located within Riverwood, a subdivision in Sarasota County, Florida (the "Subdivision"), being developed by Affinity Homes of Sarasota, LLC ("Developer").

B. To maintain all portions of the Subdivision and improvements thereon for which the obligation to maintain and repair has been delegated to the Association by the "Declaration of Maintenance and Restrictions for Riverwood" (the "Declaration"), which is to be recorded in the Public Records of Sarasota County, Florida.

C. To operate without profit and for the sole and exclusive benefit of its members.

**ARTICLE III  
GENERAL POWERS**

The general powers that the Association shall have are as follows:

A. To purchase, own, hold, improve, build upon, operate, maintain, convey, transfer, dedicate for public use, accept, lease, or otherwise acquire title to, and hold, mortgage, rent, sell or otherwise dispose of, any and all real or personal property related to the purposes or activities of the Association. Notwithstanding, once title to the Common Areas becomes vested in the Association,

such Common Areas and the improvements thereon shall not be abandoned, partitioned, alienated, released or transferred, without first obtaining the approval of not less than a majority of the owners and a majority of the first institutional mortgagees. This restriction shall not be applicable to nor prohibit the Association from granting such easements as are necessary or appropriate to serve the owners of the Association.

B. To make, enter into, perform, and carry out contracts of every kind and nature with any person, firm, corporation, or association; and to do any other acts necessary or expedient of carrying on any of the activities of the Association and pursuing any of the objects and purposes set forth in these Articles of Incorporation and not forbidden by the laws of the State of Florida.

C. To establish a budget and to fix regular and special assessments to be levied against all lots which are subject to assessment pursuant to the Declaration and for the purpose of defraying the expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, including a reasonable contingency fund for the ensuing year and a reasonable annual reserve for anticipated major capital repairs, maintenance, improvements, and replacements. To use proceeds of assessments in the exercise of its powers and duties.

D. To place liens against any lot subject to assessment of delinquent and unpaid assessments or charges and to bring suit for the foreclosure of such liens or to otherwise enforce the collection of such assessments and charges for the purpose of obtaining revenue in order to carry out the purposes and objectives of the Association.

E. To hold funds solely and exclusively for the benefit of the members of the Association for the purposes set forth in these Articles of Incorporation.

F. To adopt, promulgate, and enforce rules, regulations, bylaws, covenants, restrictions, and agreements in order to effectuate the purposes for which the Association is organized.

G. To delegate such of the powers of the Association as may be deemed to be in the Association's best interest by the Board of Directors.

H. To charge recipients for services rendered by the Association and to charge use fees for exclusive use of the Common Areas, where such is deemed appropriate by the Board of Directors.

I. To pay all taxes and other charges or assessments, if any, levied against property owned, leased, or used by the Association.

J. To enforce by any and all lawful means the provisions of these Articles of Incorporation, the Bylaws of the Association which may be hereafter adopted, and the terms and provisions of the Declaration of Maintenance and Restrictions.

K. To purchase insurance upon the Association property for the protection of the Association and its members.

L. To reconstruct the Association property and improvements after casualty and to further improve the property, if required.

M. To enter into contracts and agreements for providing services to the Association.

N. To purchase lots in the Association subdivision, to foreclose on Association liens against lots of owners, to convey, lease, mortgage, and improve lots owned by the Association.

O. To operate any storm water management and discharge facility serving the Subdivision. To Operate and maintain common property, specifically the surface water management system as permitted by the Southwest Florida Water Management District, including all lakes, retention areas, water management areas, ditches, culverts, structures and related appurtenances.

P. In general, to have all powers which may be conferred upon a corporation not for profit in accordance with F.S. 617 as amended, except as prohibited herein.

Q. Contract for services, such as, to provide for operation and maintenance if the Association contemplates employing a maintenance company.

R. To dedicate and grant easements for ingress and egress and the installation, maintenance, construction and repair of utilities and facilities, including, but not limited to, electric, power, telephone, cable television and services, governmental purposes, sewer, water, gas, drainage, irrigation, lighting, television transmission, security, garbage and waste removal, emergency services, and the like as it deems to be in the best interest of, and necessary and proper for the owners of the Association.

S. To borrow monies and execute evidences of indebtedness, securing such loans with the assessments of the Association.

#### **ARTICLE IV MEMBERS**

The members of this Association shall consist of all record owners of lots in the Subdivision. Owners of such lots shall automatically become members upon acquisition of the fee simple title to their respective lots.

The membership of any member in the Association shall automatically terminate upon conveyance or other divestment of title to such member's lot, except that nothing herein contained shall be construed as terminating the membership of any member who may own two or more lots so long as such member owns at least one lot.

The interest of a member in the funds and assets of the Association may not be assigned, hypothecated, or transferred in any manner, except as an appurtenance to the lot which is the basis of his membership in the Association.

The Secretary or the Association shall maintain a list of the members of the Association. Whenever any person or entity becomes entitled to membership in the Association, it shall become such party's duty and obligation to so inform the Secretary in writing, giving his name, address and lot number; provided, however, that any notice given to or vote accepted from the prior owner of such lot before receipt of written notification of change of ownership shall be deemed to be properly given or received. The Secretary may, but shall not be required to search the Public Records of Sarasota County or make other inquiry to determine the status and correctness of the list of members of the Association maintained by him and shall be entitled to rely upon the Association's records until notified in writing of any change in ownership.

#### **ARTICLE V VOTING**

Each lot in the Subdivision shall be entitled to one vote in all Association matters submitted to the membership, and the owner of the lot shall be entitled to cast the vote in his discretion. Notwithstanding the foregoing, where Developer has constructed a single dwelling unit on more than one lot, such lots shall be entitled to vote and shall be assessed in like fashion (for example, a unit on one and one-half lots would pay one and one-half assessments and have one and one-half votes in Association matters).

#### **ARTICLE VI BOARD OF DIRECTORS**

A. The affairs of the Association shall be managed by a Board of Directors consisting initially of three (3) Directors. The number of Directors comprising succeeding Boards of Directors shall be as provided from time to time agreed upon by a majority of the members of the Association, but in no event shall there be less than three (3) or more than nine (9) Directors. Additionally, the

Board of Directors shall always consist of an odd number of Directors. The Directors need not be members of the Association or residents of the State of Florida.

B. The Board of Directors shall have all the powers granted to the Association which are not specifically required to be approved by the members of the Association.

C. All Directors shall be appointed by and shall serve at the pleasure of the Developer until the transition of Association control occurs in accordance with the Declaration for Maintenance and Restrictions for Riverwood.

D. All Directors who are not subject to appointment by Developer shall be elected by the members. Elections shall be by plurality vote.

E. Except as hereinafter provided, the term of each elected Director shall expire upon the election of his successor at the next succeeding annual meeting of members. Commencing with the first annual meeting that either follows or constitutes the "turnover" meeting, all Directors elected by the members shall be elected on a staggered two-year-term basis. Accordingly, at such meeting, the two elected Directors receiving the highest number of votes shall serve two-year terms, and the other elected Director shall serve a one-year term. At each annual meeting of members thereafter, Directors shall be elected for two-year terms to fill the vacancies of those Directors whose terms are then expiring. In the event additional Directors are elected at an annual meeting to fill new directorship created by expansion of the Board of Directors shall be elected, in the manner set forth above, for one or two year terms as may be appropriate to make even, or as nearly as even as possible, the number of Directors serving one and two year terms. Each elected Director shall serve until his respective successor has been duly elected and qualified, or until his earlier resignation, removal, or death.

F. Any elected Director may be removed from office with or without cause by majority vote of the members at any special or regular meeting after proper notice of the vote has been served on the members, but not otherwise. Any appointed Director may be removed and replaced with or without cause by Developer, at Developer's sole discretion.

G. The names and addresses of the persons constituting the first Board of Directors are as follows:

David Winterrowd	2626 Dick Wilson Drive Sarasota, FL 34240
Richard Smith	1730 Lighthouse Terrace #14 South Pasadena, FL 33707
Darlene Winterrowd	1730 Lighthouse Terrace #14 South Pasadena, FL 33707

## **ARTICLE VII OFFICERS**

A. The officers of the Association, to be elected by the Board of Directors, shall be President, a Vice President, a Secretary, and a Treasurer, and such other officers as the Board shall deem appropriate from time to time. The President shall be elected from among the membership of the Board of Directors, but not other officer need be a Director. The same person may hold two or more offices, provided, however, that the office of President and Secretary shall not be held by the same person. The affairs of the Association shall be administered by such officers under the direction of the Board of Directors. Officers shall be elected for a term of one year in accordance with the procedure set forth in the Bylaws.

B. The names of the officers who are to manage the affairs of the Association until the first annual meeting of the Board of Directors are as follows:

President                      Darlene Winterrowd

Secretary/Treasurer      Richard Smith

## **ARTICLE VIII CORPORATE EXISTENCE**

The Association shall have perpetual existence.

## **ARTICLE IX BYLAWS**

The Bylaws may be altered, amended or rescinded by a majority vote of the Directors in the manner provided by such Bylaws.

## **ARTICLE X AMENDMENTS TO ARTICLES OF INCORPORATION**

These Articles may be altered, amended, or repealed by the affirmative vote of the Owners of *three-fourths (3/4ths)* of the Lots in Riverwood. No amendment, however, altering the number of votes attributable to any lot pursuant to Article V hereof shall be effective without the prior written consent of the owner of such lot. Moreover, no amendment affecting the rights of Developer shall be effective without the prior written consent of Developer. Notice of the subject matter or proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered. Alternatively, amendments may be approved by the Owners, in writing, without holding a member meeting. A copy of each amendment shall be recorded in Public Records of Sarasota County, Florida. Provided further, that to the maximum extent lawful, Developer may unilaterally amend the Articles prior to transition.



**ARTICLE XI  
REGISTERED OFFICE AND REGISTERED AGENT**

The registered office of the Association shall be at 60 Sarasota Center Blvd, Sarasota, Florida 34240, and the registered agent at such address shall be David Winterrowd. The Association may, however, maintain offices and transact business in such other places within or outside the State of Florida as may from time to time be designated by the Board of Directors.

**ARTICLE XII  
BUDGET AND EXPENDITURES**

The Association shall obtain funds with which to operate by annual assessment, special assessment, fines and other revenue received in compliance with these Articles and Bylaws of its members in accordance with the provisions of the Declaration, as the same may be supplemented by the provisions of the Association's Articles and Bylaws. Accordingly, the Board of Directors shall annual adopt a budget for the operation of the Association for the ensuing fiscal year and for the purpose of levying assessments against all lots subject to assessment, which budget shall be conclusive and binding upon all persons; provided, however, that the Board of Directors may thereafter at any time approve or ratify variations from such budget.

**ARTICLE XIII  
SUBSCRIBERS**

The name and street address of the subscriber of these Articles is as follows:

David Winterrowd	2626 Dick Wilson Drive
	Sarasota, FL 34240

**ARTICLE IX  
INDEMNIFICATION OF OFFICERS AND DIRECTORS**

All officers and Directors shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred in connection with any proceeding (including appellate proceedings) or settlement thereof in which they may become involved by reason of holding such office as provided in the Declaration of Maintenance and Restrictions for Riverwood. The Association may purchase and maintain insurance on behalf of all officers and Directors for any liability asserted against them or incurred by them in their capacity as officers and Directors or arising out of their status as such. This expense shall be deemed a common expense and included in the annual budget.


**ARTICLE XV  
DISSOLUTION OF THE ASSOCIATION**

A. The corporation shall have perpetual existence, but if the Association is dissolved, the property consisting of the surface water management system shall be conveyed to an appropriate agency of local government, and that if not accepted, then the surface water management system shall be dedicated to a similar non-profit corporation.

B. Upon dissolution of the Association, any other assets remaining after provision for payment of creditors and all costs and expenses of such dissolution shall be distributed in the following manner:

- (1) Any property determined by the Board of Directors of the Association to be appropriate for dedication to any applicable municipal or other governmental authority may be dedicated to such authority provided the authority is willing to accept the dedication.
- (2) Except as may be otherwise provided by the terms of the Declaration, all remaining assets, or the proceeds from the sale of such assets, shall be apportioned among the lots in the Subdivision prorated to the number of votes attributable to such lots pursuant to Article VI hereof, and the share of each shall be distributed to the then owners thereof.

  
\_\_\_\_\_  
David Winterrowd  
Registered Agent

  
\_\_\_\_\_  
David Winterrowd  
Incorporator

7-20-04  
Date

7-20-04  
Date

2004 JUL 22 A 9:12  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**FILED**