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SALTER, FEIBER, MURPHY, HUTSON & MENET, P.A.

ATTORNEYS AT LAW

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*CERTIFIED CIVIL MEDIATOR
**LICENSED IN FLORIDA, ILLINOIS
AND MISSOURI

January 5, 2005

Registration Section
Division of Corporations
Department of State
P.O. Box 6327
Tallahassee, FL 32314

**Re: Woodbury Row Owners Association, Inc.
Articles of Incorporation
Our File #: 02-1235.3**

Dear Sir/Madam:

In reference to the above, you will please find enclosed an original and one (1) copy each of the Articles of Incorporation.

Also enclosed please find this firm's check in the amount of \$78.75 made payable to the Florida Department of State to cover the filing fee and designation of registered agent.

We appreciate your cooperation in this matter. If you require any further information or have any questions, please advise.

Sincerely yours,

SALTER, FEIBER, YENSER,
MURPHY & HUTSON, P.A.


Denise Lowry Hutson

Enclosures

**ARTICLES OF INCORPORATION
OF
WOODBURY ROW OWNERS ASSOCIATION, INC.,
a Florida Non-Profit Corporation**

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

**ARTICLE 1
NAME**

The name of the corporation shall be **WOODBURY ROW OWNERS ASSOCIATION, INC.** For convenience, the corporation shall be referred to in this instrument as the "Association".

**ARTICLE 2
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 3
PRINCIPAL OFFICE**

The principal office of the Association is located at 235 SW 11th Place, Gainesville, Florida 32607.

**ARTICLE 4
REGISTERED OFFICE AND AGENT**

Wells The Losen, whose street address is 235 SW 11th Place, Gainesville, Florida 32607, is hereby appointed the initial registered agent of the Association and the registered office shall be at said address.

**ARTICLE 5
DEFINITIONS**

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

5.1 "**Association**" shall mean and refer to Woodbury Row Owners Association, Inc., a Florida corporation not for profit, or its successors or assigns.

5.2 "Board of Directors" shall mean and refer to the Board of Directors for the Association initially appointed by the Declarant and thereafter by the Unit Owners and given such duties and powers contained herein.

5.3 "Bylaws" shall mean and refer to the Bylaws adopted by the Board of Directors and as amended from time to time.

5.4 "Common Expense" shall mean and refer to all actual and estimated expenses of operating the Association and meeting the costs incurred or to be incurred relative to the performance of the duties of the Association for Monticello, all as may be found to be necessary and appropriate by the Board of Directors of the Association pursuant to the Declaration, the Bylaws and the Articles.

5.5 "Common Property" shall mean and refer to those areas of land, including streets and parking areas, shown on any plot plan, or surveyor's map, intended to be devoted to the common use and enjoyment of the Owners of the Properties, title to which is held by the Association. Common Property shall include all parts of the Properties which are not otherwise designated as Units, including personal property held and maintained for the joint use and enjoyment of all of the Owners.

5.6 "Declarant" shall mean and refer to the Wheelbarrow and the Car, Inc., Inc., a Florida corporation, its successors and assigns. No successor or assignee of the Declarant shall have any rights or obligations of the Declarant hereunder unless such rights and obligations are specifically set forth in the instrument of succession or assignment, or unless such rights pass by operation of law.

5.7 "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for Woodbury Row, including such amendments as from time to time shall be made, as recorded in the Public Records of Alachua County, Florida.

5.8 "Fiscal Year" shall mean a calendar year.

5.9 "Limited Common Property" shall mean and refer to those areas of Common Property appurtenant to a Unit, such as individual patio areas adjacent to individual Units to be used as private patios, privacy walls between Units, any entry porch appurtenances, and areas designated for a Unit's trash receptacle, and which are initially constructed by Declarant before conveyance of title to a Unit by the Declarant has been made, and those areas of unimproved property adjacent to the Units as hereinafter described or as may be shown and designated on a plot plan, or surveyor's map.

5.10 "Member" shall mean and refer to each Owner who is a Member of the Association.

5.11 "Woodbury Row" shall mean and refer to the real property described in *Exhibit A* of the Declaration and the residential community to be developed upon the Property.

5.12 "Owner" shall mean and refer to the record title holder, whether one or more persons or entities, of fee simple title to each Unit included in Woodbury Row (other than the Association);

but, notwithstanding any applicable theory of the law of mortgages, Owner shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure proceeding or a conveyance in lieu of foreclosure. Every Owner shall be treated for all purposes as a single Owner for each Unit owned by it, irrespective of whether such ownership is joint, in common or tenancy by the entirety. In the event any life estate is created with respect to any Unit in Woodbury Row, the Owner of the life estate shall be deemed to be the Owner for purposes of this definition for so long as the life estate shall exist.

5.13 "Property or Properties" shall mean and refer to all such existing property as described on *Exhibit A* of the Declaration, as the Property subject to this Declaration and any subsequent amendments thereto.

5.14 "Unit" shall mean and refer to each separately described portion of the Property which is intended to be occupied as a single family residence or household, including without limitation, each residential parcel (together with the residence, if any, constructed thereon), attached dwelling, townhouse and any other form of residential occupancy or ownership now existing or hereafter created. Unit shall include in its meaning any interest in real property appurtenant to the ownership of the Unit.

ARTICLE 6

PURPOSE AND POWERS OF THE ASSOCIATION

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 Association is formed to provide for, among other things, the improvement, maintenance, preservation and architectural control of the Property 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 Bylaws, 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 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 the Property or Common Property within its jurisdiction. Unless otherwise specifically prohibited, any and all functions, duties and powers of the Association shall be fully transferrable, in whole or in part, to any developer, management agent, governmental unit, public body, or similar entity. Any instrument effecting such a transfer shall specify the duration thereof and the means of revocation.

ARTICLE 7

MEMBERSHIP

Each Owner, including the Declarant, 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 Unit giving rise

to such membership, and shall not be transferred except upon the transfer of title to said Unit 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 8 **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, with the exception of the Declarant. Class A Members shall be entitled on all issues to one (1) vote for each Unit in which they hold the interest required for membership. Notwithstanding the above, Unit 8 shall be entitled to two (2) votes.

b. **Class B.** Class B Members shall be the Declarant, which shall be entitled to three (3) votes for each Unit owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- (1) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (2) When, in its discretion, the Declarant so determines; or
- (3) 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 Bylaws for special meetings to advise the Association membership of the termination of Class B status. 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 to cast all Class B votes.

8.2 The Declarant Veto Power. From and after the termination of the Class B membership, the Declarant shall have a veto power over all actions of the Association and the Board of Directors of the Association. This power shall expire when the Class A Members, other than that held by the Declarant or its assigns, equals ninety percent (90%) of the total membership vote (regardless of class distinction) of the Association. The veto shall be exercised as follows.

No action authorized by the Association or the Board of Directors shall become effective, nor shall any action, policy or program be implemented, until and unless:

a. The Declarant shall have been given written notice of each meeting of the Members and of the Board of Directors by certified mail, return receipt requested or by personal delivery, at the address it has registered from time to time with the Secretary of the Association, which notice otherwise complies with the terms of the Bylaws as to regular and special meetings of

the Members and Board of Directors, and which notice shall set forth with reasonable particularity the agenda to be followed at said meeting; and

b. The Declarant shall have been given the opportunity at each such meeting, if Declarant so desires, to join in, or to have its representatives or agents join in, discussion of any prospective action, policy, or program to be implemented by the Board or the Association. The Declarant and its representatives or agents may make its concerns and suggestions known to the Members of the Association or of the Board. At such meeting the Declarant shall have, and is hereby granted, a veto power over any such action, policy or program authorized by the Board of Directors, the Association officers, or Association membership, and to be taken by said Board, the officers or agents of the Association, or any individual Member of the Association (if Association or Board approval is necessary for said Member's action). Except as set forth in subsection (c) below, the Declarant veto must be exercised by the Declarant, its representatives, or agents at or before the meeting to consider proposed action. The veto power shall not include the authority to require any affirmative action on behalf of the Board or the Association; and

c. If any action, policy or program is to be implemented by prior consent without the formality of a meeting, then the Declarant shall be provided a written notice and description of the proposed action, policy or program at least ten (10) days in advance of such implementation, and the Declarant shall have ten (10) days after receipt of such notice to exercise its veto.

8.3 Multiple Owners. Each vote in the Association must be cast as a single vote, and fractional votes shall not be allowed. In the event that joint or multiple Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner or Owners casts a vote on behalf of a particular Unit, it shall thereafter be conclusively presumed for all purposes that he or she was, or they were, acting with the authority and consent of all other Owners thereof. In the event more than the appropriate number of votes is cast for a particular Unit, none of said votes shall be counted and said votes shall be deemed void.

ARTICLE 9 **BOARD OF DIRECTORS**

The affairs of the Association shall be managed by a Board of Directors 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 Units 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>
Reid R. Fogler	P.O. Box 1309 Gainesville, Florida 32602

Wells the Losen

P.O. Box 1309
Gainesville, Florida 32602

Stacey G. Fogler

P.O. Box 1309
Gainesville, FL 32602

Once the Declarant relinquishes its right to appoint the Board of Directors, the Members shall elect the Directors for staggered terms of three (3) years each. To create the staggered terms, one post shall become vacant in one (1) year and a successor director shall be elected. The second post shall be deemed vacant at the end of the second year, and a successor director shall be elected. The third post shall be deemed vacant at the end of the third year, and a successor director shall be elected. All successor directors shall serve for terms of three (3) years each. In the event that the number of people comprising the Board of Directors is changed, 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 required to be either: (1) Members of the Association, or (2) officers, directors, representatives or employees of the Declarant or a corporate member of the Association.

ARTICLE 10 **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 and Address</u>
President	Reid R. Fogler P.O. Box 1309 Gainesville, Florida 32607
Secretary/Treasurer Vice-President	Wells The Losen P.O. Box 1309 Gainesville, Florida 32602

ARTICLE 11 **INDEMNIFICATION**

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' and paralegals' fees, reasonably incurred by or imposed upon said director or officer 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 the director or officer may be a party or in which the director or officer may become involved by reason of 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 the director or officer 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 not exclusive of all other rights to which such director or officer may be entitled.

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 the director or officer is not to be indemnified by the Association as authorized by these Articles of Incorporation.

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 the director or officer and incurred by said director or officer in any such capacity, or arising out of their status as such, whether or not the Association would have the power to indemnify the director or officer against such liability under the provisions of these Articles.

ARTICLE 12 **BYLAWS**

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

ARTICLE 13 **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 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. No amendment requiring FHA or VA approval shall become effective until such approval is obtained.

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 adopted as though subsections 12.1 through 12.3 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. No amendment shall be inconsistent with the requirements of any governmental body having jurisdiction. As 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 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 1 of the Declaration in a manner which alters the Declarant's rights or status;
- c. Modifies or repeals any provision of Article 2 of the Declaration;
- d. Modifies or repeals any provision of Article 3 of the Declaration;
- e. Alters the character and rights or membership as provided for by Article 4 of the Declaration or affects or modifies in any manner whatsoever the rights of the Declarant as a Member of the Association;
- f. 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 with respect to zoning, streets, roads, sidewalks, drives, easements or facilities;
- g. Denies the right of the Declarant to convey Common Property to the Association;
- h. Modifies the basis or manner of assessment as applicable to the Declarant or any lands owned by the Declarant; and
- i. Alters or repeals any of the Declarant's rights or any provision applicable to the Declarant's right as provided for by any such provisions of the Declaration.

13.8 Filing. A copy of each amendment shall be certified by the Secretary of State of the State of Florida.

ARTICLE 14
SUBSCRIBERS

The name and address of the Subscriber to these Articles of Incorporation are as follows:


<u>Name</u>	<u>Address</u>
Wells The Losen	P.O. Box 1309 Gainesville, Florida 32602

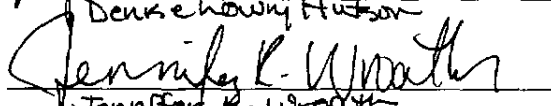
ARTICLE 15
NON-STOCK CORPORATION

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.

IN WITNESS WHEREOF, the undersigned Subscriber has hereto affixed its signature this 30 day of December, 2004.

Signed, sealed and delivered
in our presence as witnesses:



Denise Lowmy Hutson


Jennifer R. Wroath



WELLS THE LOSEN

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 **WELLS THE LOSEN**, to me well known to be the Subscriber described in the foregoing Articles of Incorporation, and he acknowledged the execution of the said Articles of Incorporation for the purposes therein expressed, and did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid on this 30 day of December, 2004.

(Seal)



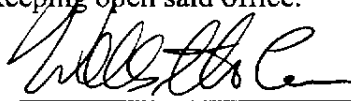
Denise L. Hutson
Commission # DD171511
Expires Dec. 12, 2006
Notary Public
Notary Public, State of Florida



Notary Public, State of Florida

ACCEPTANCE OF APPOINTMENT AS REGISTERED AGENT

Having been named to accept service of process for the above state corporation, at place designated in these Articles of Incorporation, I hereby accept to act in this capacity, and agree to comply with the provisions of said Act relative to keeping open said office.



Wells The Losen, Reg. Agent

FILED

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ALL AMERICAN SECURITIES
CORPORATION