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**ARTICLES OF INCORPORATION  
OF DREAMFIELDS EQUESTRIAN  
COMMUNITY HOMEOWNERS'  
ASSOCIATION, INC.**

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**ARTICLES OF INCORPORATION  
OF  
DREAMFIELDS EQUESTRIAN COMMUNITY  
HOMEOWNERS' ASSOCIATION, INC.**

In compliance with the laws of the State of Florida, the undersigned do hereby voluntarily associate for the purpose of forming a corporation not-for-profit for the purposes and with powers set forth herein. All capitalized terms set forth herein, to the extent not defined herein, shall have the meanings set forth in the Declaration of Restrictions and Protective Covenants for the Dreamfields Equestrian Community recorded or to be recorded in the current public records of Putnam County, Florida, as it may be modified and supplemented from time to time ("Declaration").

**ARTICLE I**

**NAME**

The name of the corporation is DREAMFIELDS EQUESTRIAN COMMUNITY HOMEOWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association."

**ARTICLE II**

**REGISTERED AGENT AND OFFICE**

The name and address of the initial Registered Agent of the Association is:

B&C Corporate Services of Central Florida, Inc.  
390 North Orange Avenue, Suite 1100  
Orlando, Florida 32801  
Telephone: 407-839-4200  
Fax: 407-425-8377

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**ARTICLE III**

**PRINCIPAL OFFICE**

The initial street and mailing address of the principal office of the Association is 424 West Mountain Road, Ridgefield, Connecticut 06877; however, the Association may maintain offices and transact business in such places, within or without the State of Florida, as may from time to time be designated by the Board of Directors.

**ARTICLE IV**

**PURPOSE AND POWERS**

The Association does not contemplate pecuniary gain or profit to its Members. The specific purposes for which it is formed are to operate as a corporation-not-for-profit pursuant to

Chapter 617, Florida Statutes and to operate as a Homeowners' Association pursuant to Chapter 720, Florida Statutes, in order to provide for the maintenance, preservation and architectural control of all Improvements on the Subject Property and the Common Area, all within that certain tract of land described in the Declaration, as such is supplemented from time to time, all for the mutual advantage and benefit of the Members of this Association, who shall be the Owners of the Lots. For such purposes, the Association shall have and exercise the following authority and powers:

A. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration, as the same may be amended from time to time as therein provided, as well as in the provisions of these Articles and the Bylaws. The Declaration is incorporated herein by this reference as if set forth in detail.

B. To fix, levy, collect and by any lawful means enforce payment of all Assessments pursuant to the terms of the Declaration, and to pay all expenses in connection therewith, and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association.

C. To acquire, by gift, purchase or otherwise, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property or any improvements thereon in connection with the affairs of the Association.

D. To borrow money and to mortgage, pledge or hypothecate any and all of the Association's real or personal property as security for money borrowed or debts incurred.

E. To dedicate, sell or transfer all or any part of the Common Area to any public agency, authority or utility.

F. To participate in mergers and consolidations with other nonprofit corporations organized for the same purposes.

G. To make, establish and amend reasonable rules and regulations governing the use of the Lots and Common Area.

H. To operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the St. Johns River Water Management District permit no. 4-107-89303-1 requirements and applicable District rules, and assist in the enforcement of the Declaration provisions that relate to the surface water or stormwater management system.

I. To levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.

J. To employ personnel, agents or independent contractors to perform the services required for the proper operation of the Common Area, including the power to contract for such services.

K. To exercise architectural control over Improvements within the Subject Property pursuant to the rights granted to the Association in the Declaration.

L. To sue and be sued, in accordance with Florida law.

M. To have and to exercise any and all powers, rights and privileges which a corporation organized under the laws of the State of Florida may now or hereafter have or exercise.

All of the Association's assets and earnings shall be used exclusively for the purposes set forth herein and in accordance with Section 528 of the Internal Revenue Code of 1986, as amended ("Code"), and no part of the assets of this Association shall inure to the benefit of any individual Member or any other person. The Association may, however, reimburse its Members for actual expenses incurred for or on behalf of the Association, and may pay compensation in a reasonable amount to its Members for actual services rendered to the Association, as permitted by Section 528 of the Code, other applicable provisions of the Code, and federal and state law. In addition, the Board of Directors shall have the right to exercise the powers and duties set forth in the Bylaws.

## ARTICLE V

### MEMBERSHIP

A. Every Owner shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment by the Association.

B. The transfer of the membership of any Owner shall be established by the recording in the public records of Putnam County of a deed or other instrument establishing a transfer of record title to any Lots for which membership has already been established. Upon such recordation the membership interest of the transferor shall immediately terminate. Notwithstanding the foregoing, the Association shall not be obligated to recognize such a transfer of membership until such time as the Association receives a copy of the deed or other instrument establishing the transfer of ownership of the Lot. It shall be the responsibility and obligation of the former and new Owner of the Lot to provide such copy to the Association.

C. The interest of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the Lot owned by such Member.

## ARTICLE VI

### VOTING RIGHTS

The Association shall have two (2) classes of voting Members, as follows:

A. Class A. Class A Members shall be all Owners, with the exception of Developer while the Class B Membership exists. Class A Members shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members; however, the vote for such Lot shall be exercised as they shall determine among themselves, but in no event shall more than one vote be cast with respect to any Lot. Until Turnover (as defined below in Article VI Paragraph B), the Class B Member shall have the sole voting rights; after Turnover, the Class A Members may vote for the Board of Directors and to approve or disapprove all matters requiring a vote of the Members of the Association.

B. Class B. The Class B Member shall be Developer and shall be entitled to the sole right to vote in Association matters until the occurrence of the earlier of the following events ("Turnover"):

1. Three months after ninety percent (90%) of the Lots in the Property that will ultimately be operated by the Association have been conveyed to Class A Members;

2. On August 1, 2008; or

3. Such earlier date as Developer, in its sole discretion, may determine to convert the Class B membership to Class A by written notice to the Association.

C. Upon Turnover, Members other than the Developer are entitled to elect at least a majority of the members of the Board of Directors of the Association. For purposes of this Article VI, the phrase "Members other than the Developer" shall not include builders, contractors, or others who purchase a Lot for the purpose of constructing improvements thereon for resale.

D. The Developer is entitled to elect at least one member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Lots in all phases of the Property. After the Developer relinquishes control of the Association the Developer may exercise the right to vote any Developer-owned voting interests in the same manner as any other Member, except for purposes of reacquiring control of the Association or selecting the majority of the members of the Board of Directors.

## ARTICLE VII

### BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors, who shall be Members of the Association, provided, however, that until Turnover, the Directors need not be Members of the Association. The number of Directors of the Association shall be not less than three (3) nor more than seven (7). The names and addresses of the persons who are to act in the initial capacity of Directors until the selection and qualification of their successors are:

Name and Address

Stuart Longman	424 West Mountain Road Ridgefield, CT 06877
Peter Lynch	424 West Mountain Road Ridgefield, CT 06877
Arthur Steinberg	424 West Mountain Road Ridgefield, CT 06877

Until Turnover, the Board shall consist of Directors appointed by the Class B Member who shall serve until the Class B Member no longer has the right to appoint any Directors.

At the first meeting after Turnover, the Class A Members shall elect the Directors to be elected by the Class A Members as set forth in the Bylaws.

**ARTICLE VIII**

**TERM OF EXISTENCE**

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

**ARTICLE IX**

**DISSOLUTION MERGER AND CONSOLIDATION**

A. Dissolution. The Association may be dissolved in accordance with the procedure set forth in the Bylaws. Upon dissolution of the Association, other than incident to a merger or consolidation and except as provided below in this Article IX Paragraph A, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created, or for the general welfare of the residents of the county in which the subject Property is located. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to similar purposes or as otherwise permitted by law. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns river Water Management District prior to such termination, dissolution or liquidation.



**B. Merger and Consolidation.**

1. By Developer. Developer shall have the right, but not the obligation, until Turnover, from time to time, within its sole discretion, to merge or consolidate this Association with any other property owners association.

2. By Owners. After Turnover, the Association may be merged with another association with the approval required in the Bylaws.

3. Effect. Upon a merger or consolidation of the Association with another property owners association, the Association's Common Area, rights and obligations may, by operation of law, be transferred to the surviving or consolidated association, or alternatively, the Property, rights and obligations of another property owners association may, by operation of law, be added to the Common Area, rights and obligations of the Association, as a surviving corporation pursuant to a merger. To the greatest extent practicable, the surviving or consolidated property owners association shall administer the covenants, conditions, easements and restrictions established by the Declaration within the Property, together with any surviving covenants and restrictions established upon any other properties as one scheme, but with such differences in the method or level of Assessments to be levied upon the Property and the other properties as may be appropriate, taking into account the different nature or amount of services to be rendered to the owners thereof by the surviving or consolidated association. No such merger or consolidation, however, shall effect any revocation, change, or addition to the covenants established by the Declaration, except as expressly adopted in accordance with the terms hereof

**ARTICLE X**

**OFFICERS**

Subject to the direction of the Board of Directors, the affairs of this Association shall be administered by its officers, as designated in the Bylaws of this Association. Said officers shall be elected annually by 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:

Name, Title and Address

President/Secretary/ Treasurer	Stuart Longman	424 West Mountain Road Ridgefield, CT 06877
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**ARTICLE XI**

**BYLAWS**

The Bylaws of this Association shall be adopted by the first Board of Directors, which Bylaws may be altered, amended, modified or appealed in the manner set forth in the Bylaws.

## ARTICLE XII

### AMENDMENTS

Until Turnover, Developer reserves the exclusive right to amend or repeal any of the provisions of these Articles of Incorporation or any amendments hereto without the consent of any Class A Member or Institutional Lender. Thereafter, the Association shall have the right to amend or repeal any of the provisions contained in these Articles or any amendments hereto, provided, however, that any such amendment shall be in accordance with the procedure set forth in the Bylaws and provided, further, that no amendment shall conflict with any provisions of the Declaration. After Turnover, the consent of any Institutional Lenders shall be required for any amendment to these Articles that impairs the rights, priorities, remedies or interest of such Institutional Lenders, and such consent shall be obtained in accordance with the terms and conditions, and subject to the time limitations, set forth in the Declaration. Amendments to these Articles shall be filed with the Secretary of State and recorded in the public records of Putnam County.

## ARTICLE XIII

### INDEMNIFICATION

A. The Association shall indemnify any director, officer, employee or agent or member of any committee thereof (each an "Indemnatee") who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, employee, officer, or agent of the Association, against expenses (including attorneys' fees and appellate 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 reasonably believed to be in, or not opposed to, the best interest of the Association. With respect to any criminal action or proceeding, said Indemnatee shall be indemnified by the Association provided he had no reasonable cause to believe his conduct was unlawful; however, no indemnification shall be made in respect to any claim, issue or matter as to which such Indemnatee shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the Association unless and only to the extent that the court in which such action or suit was brought shall determine that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and 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 or not opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

B. To the extent that an Indemnatee has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Paragraph A above, or in defense of any

claim, issue or matter therein he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

C. Any such indemnification (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Indemnatee is proper under the circumstances because he has met the applicable standard of conduct set forth in Paragraph A above. Such determination shall be made (a) 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 if such quorum is not obtainable, or, even if unobtainable, a quorum of disinterested directors so directs, by independent legal counsel in written opinion, or (c) by a majority vote of the voting interests of the Members.

D. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the Indemnatee to repay such amount, unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article XIII, in which event the Indemnatee shall not be required to repay such amount.

E. The indemnification provided by this Article XIII shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any Bylaw, agreement, vote of members or otherwise, and, as to action taken in an official capacity while holding office, this indemnification shall continue as to an Indemnatee who has ceased to be a director, officer, employee, agent, or committee member and shall inure to the benefit of the heirs, executors and administrators of such Indemnatee person.

F. The Association shall have the power to purchase and maintain insurance on behalf of any Indemnatee or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, test or other enterprise, against any liability asserted against him and incurred by him in such capacity, as 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 this Article XIII.

#### ARTICLE XIV

#### INCORPORATOR


The name and address of the Incorporator of the corporation is:

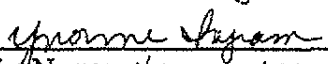
Stuart Longman

424 West Mountain Road  
Ridgefield, CT 06877

IN WITNESS WHEREOF, for the purpose of forming this Association under the laws of the State of Florida, the undersigned has executed these Articles of Incorporation this 16 day of April, 2006.

Signed, sealed and delivered in the presence of:


  
Print Name: Margaret Stone

  
Print Name: Yvonne Ingram

  
Stuart Longman, Incorporator

STATE OF CT  
COUNTY OF Fairfield

The foregoing instrument was acknowledged before me this 16 day of April, 2006, by Stuart Longman, who is personally known to me or has produced Stuart Longman CTDL as identification.

  
Notary Public, State of CT  
Print Name: Margaret Stone  
My Commission Expires: 1-31-10  
Commission Number: \_\_\_\_\_


*My Commission Expires*  
*Jan. 31, 2010*

**CERTIFICATE OF DESIGNATION OF PLACE OF BUSINESS  
OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN FLORIDA  
ON WHOM PROCESS MAY BE SERVED**

In compliance with Section 48.091, Florida Statutes, the following is submitted:

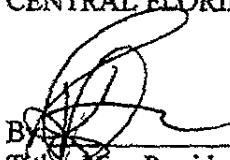
Dreamfields Equestrian Community Homeowners' Association, Inc., desiring to organize or qualify under the laws of the State of Florida, with its principal place of business in the City of Ridgefield, State of Connecticut, has named B&C Corporate Services of Central Florida, Inc., whose address is 390 North Orange Avenue, Suite 1100, Orlando, Florida 32801 as its agent to accept service of process within Florida.

DREAMFIELDS EQUESTRIAN  
COMMUNITY HOMEOWNERS'  
ASSOCIATION, INC.

By:   
Name: Stuart Longman  
Title: President  
Date: 4/6/06

Having been named to accept service of process for the above stated corporation, at the place designated in the certificate, I agree to act in this capacity and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

B&C CORPORATE SERVICES OF  
CENTRAL FLORIDA, INC.

By:   
Title: Vice President  
Date: April 6, 2006

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