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APPROVED
AND
FILED

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

ATTORNEYS AT LAW

JAMES G. FEIBER, JR.*
DENISE LOWRY HUTSON
DAVID E. MENET
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JAMES D. SALTER
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GAINESVILLE, FLORIDA 32605

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February 28, 2007

*CERTIFIED CIVIL MEDIATOR

WWW.SALTERLAW.NET

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

RE: 41 COMMERCE PARK OWNERS'S ASSOCIATION, INC.
Our File No.: 06-1871.4

Dear Sir/Madam:

Enclosed please find an original and one (1) copy of the Articles of Incorporation for the above referenced corporation.

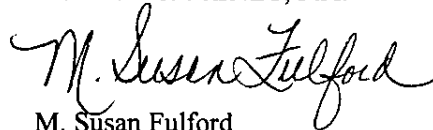
Also enclosed please find office check #31172 in the amount of \$78.75 for the following:

Filing Fee	\$35.00
Registered Agent Designation	35.00
Certified Copy of Articles	<u>8.75</u>
	\$78.75

Please return the appropriate copy to our office at your earliest convenience.

Thank you and if you require any further information or have any questions, please do not hesitate to call.

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



M. Susan Fulford
Legal Assistant to Ms. Murphy

/msf
Enclosures

ARTICLES OF INCORPORATION
OF
41 COMMERCE PARK OWNER'S ASSOCIATION, INC.

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 I
NAME

The name of the corporation shall be 41 COMMERCE PARK OWNER'S ASSOCIATION, INC.

ARTICLE II
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 III
DEFINITIONS

3.1 "Assessments" shall mean and refer to assessments from time to time levied by the Association for Common Expenses when authorized by the Declaration or by the Board of Directors.

3.2 "Association" shall mean and refer to 41 COMMERCE PARK OWNER'S ASSOCIATION, INC., a Florida Not-for-Profit corporation, its successors or assigns.

3.3 "Board of Directors" shall mean and refer to the Board of Directors initially appointed by the Declarant and thereafter elected by the Owners of Lots in 41 Commerce Park and given such duties and powers contained in the Declaration.

3.4 "Common Expenses" shall mean and refer to the 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, including without limitation, the costs incurred for operation, maintenance and improvement of any Common Property, including any reserves established by the Association, all as may be found to be necessary and appropriate by the Board of Directors pursuant to the Declaration, the Bylaws and these Articles.

3.5 "Common Property" shall mean and refer to those tracts of land deeded to the Association and/or designated on the Plat as Common Area Open Space, Landscape Buffers,

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Public Utility Easement, Drainage Easement, Easement and Common Area, Wall and Public Utility Easement and Common Area, Surface Water or Stormwater Management Systems and Common Area or similar designations. All Declarant installed walls and fences shall be considered Common Property. The roadways within 41 Commerce Park will be dedicated to the City of Newberry. The term "Common Property" also includes any personal property appurtenant to any real property owned by the Association or acquired by the Association if the personal property is designated as such in the bill of sale or other instrument conveying such property.

3.6 "Declarant" shall mean and refer to SELECT COMMUNITIES, INC., a Florida corporation, its successors and assigns. The rights of Declarant under the Declaration may be separated and assigned to different parties, and, if so assigned, each assignee will be considered the "Declarant" as to the specific rights so assigned. 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. Declarant may also be an Owner. Declarant may collaterally assign its rights as Declarant by mortgage or other instrument, and such assignees may elect either to exercise the assigned rights or to designate another party to exercise such rights if such assignees succeed to Declarant's interest in 41 Commerce Park.

3.7 The "Declaration" shall refer to the Declaration of Covenants, Conditions and Restrictions for 41 Commerce Park as recorded in the Public Records of Alachua County, Florida, and as amended from time to time.

3.8 "Drainage System": All drainage rights-of-way, lakes, ponds, water management tracts, drainage facilities, conservation districts, conservation areas, and buffer zones as shown on the Plat, or as otherwise provided for in the development of 41 Commerce Park. The Drainage System, Surface Water or Stormwater Management Systems and all open spaces (as shown on the Plat) will be owned by the Association. "Drainage System" also means a system designed and constructed or implemented to control discharges which are necessitated by rainfall events incorporating methods to (i) collect, convey, store, absorb, inhibit, treat, use, or reuse water; (ii) prevent or reduce flooding, overdrainage, environmental degradation, and water pollution, or (iii) otherwise affect the quantity and quality of discharges from the system as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42 of the Florida Administrative Code.

3.9 "Lot" shall mean a Lot as shown on the Plat and the plat for any phase of 41 Commerce Park along with any improvements constructed on the Lot.

3.10 "Owner" shall mean and refer to the record holder, whether one or more persons or entities of fee simple title to a Lot in 41 Commerce Park (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 a foreclosure proceeding or a conveyance in lieu of foreclosure.

3.11 "Plat" shall mean the plat filed for record for 41 Commerce Park recorded in the

Public Records of Alachua County, Florida.

3.12 “41 Commerce Park” shall mean and refer to the real property described in the Plat, together with such additional property as may be annexed thereon from time to time under the provisions of Article II of the Declaration.

3.13 “Surface Water or Stormwater Management System”: A system which is designed and constructed or implemented to control discharges of stormwater runoff which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharge from the system.

ARTICLE IV PRINCIPAL OFFICE

The principal office of the Association is located at 5517 S. W. 69th Terrace, Gainesville, Florida 32608.

ARTICLE V REGISTERED OFFICE AND AGENT

David M. Miller, whose address is 5517 SW 69th Terrace, Gainesville, Florida 32608, is hereby appointed the initial registered agent of the Association, and the registered office shall be at said address.

ARTICLE VI PURPOSE AND POWERS OF THE ASSOCIATION

The Association is formed to provide for, among other things, the management, improvement, maintenance, operation and care of any Common Property, all ditches, retention or detention areas, Drainage System(s), Surface Water or Stormwater Management System(s), common open space easements and preservation or conservation areas, wetlands, and wetland mitigation areas which are controlled by the Association. 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 any Common Property and the Drainage System(s) and Surface Water or Stormwater Management System(s) within its jurisdiction. The Association, and ultimately the Owner of any real property located within the Association, shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system as required by the permit issued by the Suwannee River Water Management District (District) and other applicable District rules. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage,

water storage, conveyance or other surface water or stormwater management capabilities as permitted and/or required by the District and local governing agency. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or, if modified, as approved by the District and local governing agency.

The Association is further organized for the management, maintenance, operation and care of real and personal property, including without limitation the following powers:

- A. To fix and make Assessments and collect the Assessment by any lawful means;
- B. To borrow money as authorized by the Board of Directors for the benefit of the Association;
- C. To use and expend the proceeds of Assessments and borrowings in a manner consistent with the purposes for which the Association is formed;
- D. To review plans and specifications of proposed improvements to determine whether said improvements comply with the Declaration;
- E. To maintain, repair, replace, operate and care for real and personal property, including without limitation, all lakes, ditches, canals, retention or detention areas, drainage, other surface management works and preservation or conservation areas, wetlands and wetland mitigation areas owned or controlled by the Association or the Owners in common in a manner consistent with the permit issued by the Suwannee River Water Management District and the local government jurisdiction and the operation and maintenance plan attached thereto, and shall assist in the enforcement of the provisions in the Declaration which relate to the Drainage System(s);
- F. To operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the Suwannee River Water Management District permit no. ERP 06-0202 and applicable District rules, and shall assist in the enforcement of the Declaration of Covenants and Restrictions which relate to the surface water or stormwater management system;
- G. To levy and collected adequate Assessments against the owners of the Association for the costs of the Association for the costs of maintenance and operation of the surface water or stormwater management system/drainage system;
- H. To purchase and maintain insurance;
- I. To make, amend, impose and enforce by any lawful means reasonable rules and regulations for use of the Common Areas, Association property and Lots;
- J. To contract with others for services;
- K. To do and perform anything required by these Articles, the Bylaws or the

Declaration to be done by an Owner, but if not done by an Owner in a timely manner, at the expense of Owner;

L. To do and perform any obligations imposed upon the Association by the Declaration or by any permit or authorization from any unit of local, regional, state or the federal government and to enforce by any legal means the provisions of these Articles, the Bylaws and the Declaration;

The foregoing specific duties and responsibilities are not to be construed in any way as limiting the powers of the Association. Rather, the Association will have and exercise all the powers conferred upon associations so formed.

ARTICLE VII 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 Lot giving rise to such membership and shall not be transferred except upon the transfer of title to said Lot and then only to the transferee of title thereto. Any prohibited separate transfer shall be void. Any transfer of title to a Lot shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof.

ARTICLE VIII BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board, elected as provided for in the Bylaws of the Corporation, with an odd number of not less than three (3) nor more than five (5) directors who must be Members. The initial Board shall be comprised of three (3) people. Notwithstanding the above, until such time as the Declarant has relinquished control of the Association pursuant to the Declaration, the Declarant shall be entitled to designate the Board of Directors. Declarant-appointed directors need not be Members. 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 as follows:

<u>Name</u>	<u>Address</u>
David M. Miller	5517 SW 69 th Terrace Gainesville, FL 32608
Alison L. Cox	5517 SW 69 th Terrace Gainesville, FL 32608
Sara Summerfield	5517 SW 69 th Terrace Gainesville, FL 32608

Once the Declarant relinquishes its right to appoint the Board of Directors, the Members shall elect the directors for terms of two (2) years each, and said Directors shall be Members. 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.

Notwithstanding the other provisions contained in these Articles or the Declaration to the contrary, until the Declarant relinquishes control of the Association or otherwise allows control to transfer to the Directors of the Association, the Declarant shall provide at least thirty (30) days' written notice to the Suwannee River Water Management District and the local government jurisdiction that all terms and conditions placed upon the Declarant by permits or authorizations from the St. Johns River Water Management District and the local government jurisdiction have been satisfied in full, and that transfer is proposed to occur on a specific date.

This provision, requiring notification of transfer of control of the Association, shall not be subject to amendment or deletion.

ARTICLE IX 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</u>	<u>Address</u>
President	David M. Miller	5517 SW 69 th Terrace Gainesville, FL 32608
Vice President	Alison L. Cox	5517 SW 69 th Terrace Gainesville, FL 32608
Secretary/Treasurer	Sara Summerfield	5517 SW 69 th Terrace Gainesville, FL 32608

ARTICLE X INDEMNIFICATION

10.1 Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon a director or officer in connection with any proceeding (including settlement and appeal), whether civil, criminal, administrative or investigative, to which a director or officer may be a party or in which a director or officer may become involved by reason of 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 said director or officer is a director or officer at the time such expenses are incurred, regardless of by whom the proceeding was brought. This indemnification shall not apply to matters as to which any such director or officer shall be adjudged liable for gross negligence or willful misconduct. In the event of a settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

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

10.3 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 who is or was serving at the request of the Association as a director or officer of another association, against any liability asserted against a director or officer and incurred by a director or officer in any such capacity; or arising out of a director or officer status as such, whether or not the Association would have the power to indemnify a director or officer against such liability under the provisions of these Articles.

ARTICLE XI ADOPTION OF BYLAWS; AMENDMENT OF ARTICLES AND BYLAWS PROCEDURE FOR AMENDMENT

11.1 Adoption of Bylaws. Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded consistent with these Articles, the Bylaws and the Declaration.

11.2 Procedure to Amend Articles. Amendments to these Articles of Incorporation shall be made in the following manner:

11.2.1 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.

11.2.2 Notice. Within the time and in the manner provided in the Bylaws for giving 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.

11.2.3 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 a majority of votes of all Members entitled to vote thereon.

11.2.4 Multiple Amendments. Any number of amendments may be submitted to the Members and voted upon by them at one meeting.

11.2.5 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, the amendment shall thereby be adopted as though Subsections 11.2.1 through 11.2.3 had been satisfied.

11.2.6 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.

11.2.7 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 which is in conflict with the Declaration. So long as the Declarant shall own any lands within 41 Commerce Park, no Declarant-related amendment shall be made to the Declaration, 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 I of the Declaration in a manner which alters the Declarant's rights or status;
- c. Modifies or repeals any provision of Article III of the Declaration;
- d. Alters the character and rights of membership as provided for by Article VII of the Declaration or affects or modifies in any manner whatsoever the rights of Declarant as a Member of the Association;
- e. Alters any previously recorded or written agreement with any public or quasi-public agencies, utility companies, political subdivisions, public authorities or other similar agencies or bodies, respecting zoning, streets, roads, drives, easements or facilities;
- f. Denies the right of the Declarant to convey Common Property to the Association;
- g. Modifies the basis or manner of assessment as applicable to the Declarant or any lands owned by the Declarant; or,
- h. Alters or repeals any of the Declarant's rights or any provision applicable to the Declarant's right as provided for by any such provision of the Declaration.

11.2.8 Filing. A copy of each amendment shall be certified by the Secretary of State, State of Florida, and be recorded in the Public Records of Alachua County, Florida.

11.3 Amendment Requiring District Approval Anything contained herein to the contrary notwithstanding, amendments to the Articles or Bylaws which directly or indirectly impact operation and maintenance of the surfacewater management system, including but without limitation, all lakes, ditches, canals, retention or detention areas, drainage, other surfacewater management works, preservation or conservation areas, or wetlands and wetland mitigation areas which are owned by the Association or the Owners in common may be made only after approval by the Suwannee River Water Management District and the local government jurisdiction. Such approval shall be in the form of a modification to any and all permits issued by the Suwannee River Water Management District and the local government jurisdiction under the lawfully adopted rules of the Suwannee River Water Management District and the local government jurisdiction in effect at the time of application for such modification. Amendments to the Articles or the Bylaws which do not impact operation or maintenance of the system may be made without authorization of the Suwannee River Water Management District and the local government jurisdiction; however, copies of any such amendments shall be forwarded to the District within thirty (30) days of approval.

ARTICLE XII DISSOLUTION OF ASSOCIATION

Prior to dissolution of the Association, all property, interest in property, whether real, personal, or mixed, which is directly or indirectly related to the surface water and stormwater management system, including but without limitation all Drainage System(s), Surface Water or Stormwater Management system(s), ditches, retention or detention areas, drainage, other surfacewater management works, and preservation or conservation areas, wetland or wetland mitigation areas which are owned by the Association or controlled by the Association will be dedicated to and accepted for maintenance by the appropriate unit of government or otherwise transferred to and accepted for maintenance by an approved entity. Dedication or approval must be authorized by the Suwannee River Water Management District and/or local government jurisdiction in effect at the time of application for such modification.

ARTICLE XIII SUBSCRIBERS

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

<u>Name</u>	<u>Address</u>
David M. Miller	5517 SW 69 th Terrace Gainesville, Florida 32608

ARTICLE XIV 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 addition, the Association shall not pay dividends, and no part of any income of the Association shall be distributed to its Members, directors or officers.

IN WITNESS WHEREOF, the undersigned Subscriber has caused these presents to be executed as of the 22 day of FEBRUARY, 2007.

Signed, sealed and delivered
in the presence of:

Alison L. Cox
Print Name ALISON L. COX
Kelly Watkins
Print Name Kelly Watkins

David M. Miller
David M. Miller

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 22 day of FEBRUARY 2007, by David M. Miller, Subscriber to the Articles of Incorporation. Such person(s):

- (☒) is/are personally known to me.
() produced a current Florida driver's license as identification.
() produced _____ as identification.

(SEAL)



Sara M. Summerfield
Print Name: SARA M. SUMMERFIELD
Notary Public, State of Florida
My Commission Expires: 5/15/08

Serial Number, if any: _____

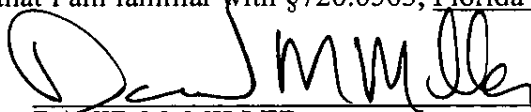
REGISTERED AGENT CERTIFICATE

Pursuant to the Florida Not-For-Profit Corporation Act, the following is submitted in compliance with the statute:

That 41 COMMERCE PARK OWNER'S ASSOCIATION, INC., desiring to organize under the laws of the State of Florida, with its registered office as indicated in the Articles of Incorporation at the City of Gainesville, County of Alachua, State of Florida, has named DAVID M. MILLER as its registered agent to accept service of process and perform such other duties as are required in the State.

ACKNOWLEDGMENT:

Having been named to accept service of process and serve as registered agent for the above-stated corporation at the place designated in this Certificate, the undersigned hereby agrees to act in this capacity and agrees to comply with the provision of the statute relative in keeping open the office and further states that I am familiar with §720.0503, Florida Statutes.


DAVID M. MILLER

DATED: 2/22, 2007.

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AND
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA