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**FLORIDA PROFIT/NON PROFIT CORPORATION**

**GREENBRIER OWNER'S ASSOCIATION, INC.**

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CAPITAL CONNECTION

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March 12, 2008

FLORIDA DEPARTMENT OF STATE

Division of Corporations

YOUR CAPITAL CONNECTION, INC.

SUBJECT: GREENBRIER OWNERS' ASSOCIATION, INC.

REF: W08000013011

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SECRETARY OF STATE  
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**ARTICLES OF INCORPORATION  
OF  
GREENBRIER OWNERS' ASSOCIATION, INC.**

The undersigned, for the purpose of forming a Corporation Not For Profit under Florida Statutes Chapter 617, does hereby make and adopt the following Articles of Incorporation:

**ARTICLE I  
NAME & ADDRESS**

The name of the corporation shall be: Greenbrier Owners' Association, Inc. (hereinafter the "Association").

The principal place of business of this corporation will be 20638 NW 78<sup>th</sup> Avenue, Alachua, Florida 32615.

**ARTICLE II  
TERM OF EXISTENCE**

The Association shall exist perpetually. Corporate existence of the Association shall commence upon the filing of these Articles with the Department of State of the State of Florida.

**ARTICLE III  
DEFINITIONS**

The following words when used in these Articles of Incorporation (unless the context shall prohibit), shall have the following meanings.

(a) Association: "Association" shall mean and refer to GREENBRIER OWNERS' ASSOCIATION, INC, a Florida corporation not for profit, its successors and assigns.

(b) Board: "The Board" shall mean and refer to the Board of Directors for GREENBRIER OWNERS' ASSOCIATION, INC.

(c) "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions for Greenbrier Subdivision, in Alachua County, Florida executed on March 10, 2008 and recorded in the Public Records of Alachua County, Florida, and as amended from time to time.

(d) Developer: "Developer" shall mean and refer to THE GREENBRIER, LLC., its successors and assigns.

(e) District: "District" shall mean the Suwannee River Water Management District, its successors or assigns.

(f) **Drainage easements:** Features or facilities collectively termed "drainage easements" refer to those surface water and stormwater management system components located in the Property, as shown on the plat, site plans or drawings, including, without limitation, ditches, swales, basins, and culverts; and over which every Member of the Association shall have a non-exclusive right and easement for surface water and stormwater management and drainage purposes for the benefit of all the Lots in the Property.

(g) **Lot:** "Lot" shall mean and refer to a platted lot as shown on the plat of GREENBRIER, a platted subdivision located in Alachua County, Florida.

(h) **Member:** "Member" shall mean and refer to each Owner who is a member of the Association.

(i) **Owner:** "Owner" shall mean and refer to the record fee simple title holder to each Lot included in the Subdivision, whether one or more persons or entities, including the Developer; but notwithstanding any applicable theory 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. Every Owner shall be treated for all purposes as a single Owner of their Lot, irrespective of whether such ownership is joint, tenancy in common, or tenancy by entirety. In the event any life estate is created with respect to any Lot in the Subdivision, 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.

(j) **"Property" or "Subdivision":** "Property" or "Subdivision" shall mean and refer to all the platted Lots, drainage easements, open space and conservation management areas, and easements for right of way, and utility easements as shown on the plat of GREENBRIER, together with such additional property as may be annexed thereto as hereinafter provided.

(k) **Right of Way:** "Right of Way" shall mean and refer to the private access road and its appurtenant features and entranceway, including all improvements constructed within the right of way of N. W. County Road 236 for the benefit of the Lot owners, as shown on the plat for the Property over which every Member of the Association shall have a non-exclusive right, and easement of use and enjoyment for ingress, egress for the benefit of all the Lots.

(l) **"Surface water and Stormwater Management System"** means a system which is designed and constructed or implemented to control discharges 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 discharges.

#### ARTICLE IV PURPOSE AND POWERS OF THE ASSOCIATION

The Association is organized for the several purposes of enforcing the Declaration of Covenants, Conditions and Restrictions for GREENBRIER, Alachua County, Florida, (hereinafter "the Declaration"); for adopting and promulgating rules and regulations pertaining to the maintenance, management, operation, care, preservation and architectural control of the Lots, drainage easements, open space and conservation management areas, and easements for right of way, and utility easements in GREENBRIER, and to promote the health, safety and welfare of the Owners. Pursuant to those purposes the Association shall have the following 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 that certain Declaration applicable to the Property and recorded or to be recorded in the Public Records of Alachua County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) To fix, levy, collect, and enforce payment by all lawful means all charges or assessments pursuant to the terms of the Declaration, to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association;

(c) To acquire, own, hold, improve, build upon, operate, maintain, sell, lease, transfer or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) To operate, maintain and manage the surface water or stormwater management system in a manner consistent with Suwannee River Water Management District ("District") Permit No. \_\_\_\_\_ and applicable District rules, and shall assist in the enforcement of the Declaration which relate to the surface water or stormwater management system;

(e) To borrow money if needed to carry out the purpose and works of the Association;

(f) To use and expend the proceeds of assessments and borrowings in a manner consistent with the purposes for which this Association is formed;

(g) To purchase and maintain property and/or liability insurance if deemed necessary or desirable by the Board;

(h) To make, amend, impose, and enforce by any lawful means, reasonable rules and regulations of use of any Lot, drainage easements, open space and conservation management areas, and easements for right of way, and utility easements, subject to approval of the Suwannee River Water Management District and/or local government jurisdiction if said approval is so required;

(i) To contract for services with others;

(j) To do and perform anything required by these Articles, the Bylaws, or the Declaration

to be done by an Owner (as that term is defined in the Declaration), but if not done by the Owner 30 days after notice to the Owner, at the expense of the Owner;

(k) 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;

(l) The Association shall levy and collect adequate assessments against the Members of the Association for the costs of maintenance and operation of the surface water and stormwater management system. Prior to the Developer seeking to transfer the operation and maintenance of the system to the Association, the Developer shall demonstrate to the reasonable satisfaction of the District that over twenty-four (24) consecutive months have passed since the active operation of the Association has commenced. The Developer shall demonstrate the District's satisfaction that the Association is an active ongoing concern, which the Developer shall establish by submitting copies of all minutes of meetings of Members of the Association and/or Board of Directors, with copies of all operation and maintenance expenses incurred, and copies of documentation showing that all assessments that were levied have been collected, and copies of other such documentation as the District may reasonably deem necessary to establish that the Association is an active, functioning and ongoing concern.

The foregoing specific duties and responsibilities are not 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 V MEMBERSHIP AND VOTING**

The Developer and every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers and owners of life estates in a Lot, shall be a Member of the Association.

The foregoing is not intended to include persons or entities who hold an interest as security for the performance of an obligation. The Association membership of each Owner shall be appurtenant to the Lot giving rise to such membership, and shall not be separated from the ownership of a Lot in the Property, except on the transfer of title to said Lot and then only to the transferee of title thereto. Any transfer of title to a Lot shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof. For all Association purposes, each Lot shall be entitled to only one vote, regardless of the number of record owners of that Lot.

#### **ARTICLE VI INITIAL CONTROL BY DEVELOPER**

Notwithstanding the other provisions contained in these Articles to the contrary, The Greenbrier, LLC, a Florida Limited Liability Company, or its successors in interest (the "Developer") shall have the control of the activities of the Association and its affairs until such time

as the Developer relinquishes that right or three (3) months after Ninety Percent (90%) of the Lots within GREENBRIER have been conveyed to persons other than Developer.

The Developer, prior to relinquishing control of the Association or otherwise allowing control to transfer to the directors of the Association, shall provide at least (30) days written notice to the Suwannee River Water Management District that all terms and conditions placed upon the Developer by permits or authorizations from the Suwannee River Water Management District have been satisfied in full and that transfer is proposed to occur on a specific date.

#### **ARTICLE VII SUBSCRIBER**

The name and street address of the Subscribers to these Articles of Incorporation are: Mark P. Sullivan and Nancy J. Sullivan; 20638 NW 78<sup>th</sup> Avenue, Alachua, Florida 32615, as all of the Managing Members of Developer, The Greenbrier, LLC.

#### **ARTICLE VIII AMENDMENTS**

Until such time as the Developer relinquishes control of the Association, the Board may amend these Articles by adopting a resolution setting forth the amendment, without any vote of the Members, certifying the amendment to the Secretary of State for the State of Florida, and recording such amendment in the Public Records of Alachua County, Florida. After such time as the Developer relinquishes control of the Association, amendments to these Articles shall be proposed and adopted in the following procedure:

(a) The Board 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 either be the annual meeting or a special meeting;

(b) Within the time and in the manner provided in the By-Laws for the giving of Notice of meetings of the Members, written notice setting forth the proposed amendment of a summary of the changes to be effected thereby shall be given to each Owner entitled to vote thereon. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of the annual meeting;

(c) 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 the affirmative vote of two-thirds (2/3) majority of the votes entitled to vote thereon.

(d) Any number of amendments may be submitted to the Members and voted upon by them at one meeting;

(e) If all of the Directors and all of the Members eligible to vote sign a written statement manifesting their intent that an amendment to these Articles be adopted, then the amendment shall thereby be adopted as though Article VIII (a) through VIII (c) had been satisfied;

(f) No amendment shall make any changes in the qualifications for Members nor the voting rights of Members without the approval in writing by all Members. No amendment shall be made that is in conflict with the Master Declaration.

(g) Further Limitations on Amendments: Amendments to Articles or Bylaws which directly or indirectly impact operation and maintenance of the surfacewater or stormwater management system, may be made only after approval by the Suwannee River Water Management District. Such approval shall be in the form of a modification to any and all permits issued by the Suwannee River Water Management District under the lawfully adopted rules of the Suwannee River Water Management District 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; however, copies of any such amendments shall be forwarded to the District within 30 days of approval.

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

#### **ARTICLE IX AMENDMENTS TO BY-LAWS**

The power to make, amend, and rescind By-Laws of the Association shall be vested in the Members, as provided by the By-Laws.

#### **ARTICLE X BOARD OF DIRECTORS**

The Board of Directors shall be elected as provided for in the By-Laws of the Association. The affairs of this Association shall be managed by a Board of at least three (3) but not more than six (6) Directors. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

Mark P. Sullivan, 20638 NW 78<sup>th</sup> Avenue, Alachua, Florida 32615  
Nancy J. Sullivan, 20638 NW 78<sup>th</sup> Avenue, Alachua, Florida 32615  
Thomas Sullivan, 20638 NW 78<sup>th</sup> Avenue, Alachua, Florida 32615

The first annual meeting of the members shall elect one director for a term of one year, one director for a term of two years, and one director for a term of three years, and at each annual



meeting thereafter the members shall elect one director for a term of three years.

#### **ARTICLE XI 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. The names and addresses of the persons who shall serve until their successors are designated by the Board of Directors are:

President - Mark P. Sullivan, 20628 NW 78<sup>th</sup> Avenue, Alachua, FL 32615  
Vice President - Nancy J. Sullivan, 20628 NW 78<sup>th</sup> Avenue, Alachua, FL 32615  
Secretary - Thomas Sullivan, 20628 NW 78<sup>th</sup> Avenue, Alachua, FL 32615  
Treasurer - Thomas Sullivan, 20628 NW 78<sup>th</sup> Avenue, Alachua, FL 32615

#### **ARTICLE XII REGISTERED AGENT AND OFFICE**

The address of the initial Registered Office of the Association is 20638 NW 78<sup>th</sup> Avenue, Alachua, Florida 32615, and the name of its initial Registered Agent at that address is Mark P. Sullivan.

#### **ARTICLE XIII INDEMNIFICATION OF OFFICERS AND DIRECTORS**

Each person who has served as an officer or director of the Association shall be indemnified by the Association against liability and against expenses (including attorney's fees) reasonably incurred by him in connection with any action, suit or proceeding by reason of his being or having been an officer or director of the corporation, or any settlement of any proceeding, or any appeal from such proceeding, to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he 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 he shall be finally 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 and not exclusive of all other rights to which such director or officer may be entitled. This right of indemnity shall also inure to the benefit of the person's legal representative or successor. The directors shall have the power to indemnify other employees of the corporation upon the same terms. Each such person, whether officer, director or employee, shall be entitled to the full extent of the indemnification provided pursuant to applicable statutes in the State of Florida for a non for profit corporation such as this Association.

**ARTICLE XIV  
DISSOLUTION OF ASSOCIATION**

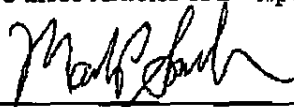
The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the voting interests of the Association.

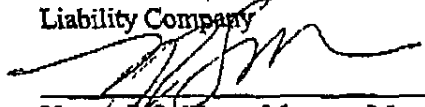
Prior to dissolution of this Association, all property, interest in property, whether real, personal, or mixed, which is directly or indirectly related to the surfacewater or stormwater management systems, including but without limitation, all lakes, ditches, canals, retention or detention areas, drainage, other surface water or stormwater management works, and preservation or conservation areas, wetlands, and wetland mitigation areas which are owned or controlled by the Association or the owners in common, 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 through modification of any and all permits or authorizations issued by the Suwannee River Water Management District. Such modification shall be made under the lawfully adopted rules of the Suwannee River Water Management District in effect at the time of application for such modification.

**ARTICLE XV  
CONFLICTS**

Should a conflict exist or arise between any of the provisions of the Articles of Incorporation and the provisions of the Bylaws, the provisions of the Articles of Incorporation shall control.

IN WITNESS WHEREOF, the undersigned has signed those Articles of Incorporation on the 10<sup>th</sup> day of March, 2008.

  
Mark P. Sullivan, Manager/Member  
The Greenbrier, LLC, a Florida Limited  
Liability Company

  
Nancy J. Sullivan, Manager/Member  
The Greenbrier, LLC, a Florida Limited  
Liability Company

**STATE OF FLORIDA  
COUNTY OF ALACHUA**

**SWORN TO, SUBSCRIBED and ACKNOWLEDGED** before me this 0<sup>th</sup> day of March,

Greenbrier\Articles of Incorp.

2008, by Mark P. Sullivan and Nancy J. Sullivan, who are ☒ personally known to me or who has  
☐ produced their Florida Drivers' Licenses as identification.

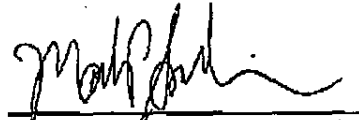
(SEAL)  Marvin W. Bingham, Jr.  
Commission # DD311284  
Expires May 22, 2008  
My commission expires    
NOTARY PUBLIC STATE OF FLORIDA

Print name: MARVIN W. BINGHAM, JR.  
Notary Public, State of Florida

#### ACCEPTANCE OF REGISTERED AGENT

The undersigned hereby accepts appointment as Registered Agent of Greenbrier Owners' Association, Inc., which is contained in the foregoing Articles of Incorporation.

Dated this 10<sup>th</sup> day of March, 2008.



Mark P. Sullivan, Manager/Member  
The Greenbrier, LLC, a Florida Limited  
Liability Company

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