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2008 MAR 21 P 2:33

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

80-18-5
CC

SLOTT, BARKER & NUSSBAUM

ATTORNEYS AT LAW

A PARTNERSHIP OF PROFESSIONAL ASSOCIATIONS

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** BOARD CERTIFIED REAL ESTATE LAWYER

March 20, 2008

Department of State
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

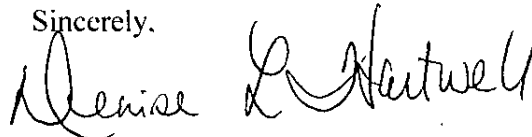
Re: Imeson East Drainage Basin
Articles of Incorporation

Ladies and Gentlemen:

Two original Articles of Incorporation of Imeson East Drainage Basin Corporation together with our company check number 09793 in the amount of \$78.75 for filing fees; registered agent designation and certification of the documents are enclosed.

If there are any questions concerning this matter, please call me at 904-353-0033 ext 17.

Sincerely,



Denise L. Hartwell

/DLH
Enclosures

**ARTICLES OF INCORPORATION
OF
IMESON EAST DRAINAGE BASIN CORPORATION**

By these Articles of Incorporation, the undersigned Subscriber forms a not for profit corporation in accordance with Chapter 617 of the Florida Statutes and says:

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TALLAHASSEE, FLORIDA

**ARTICLE 1
NAME AND PRINCIPAL PLACE OF BUSINESS**

1.1 Name. The name of the corporation is **Imeson East Drainage Basin Corporation** (the "Association"). The initial principal place of business, and the mailing address, of the Association is 3600 Vineland Road, Suite 101, Orlando, FL 32811.

**ARTICLE 2
REGISTERED OFFICE AND REGISTERED AGENT**

2.1 Registered Agent. The street address of the initial registered office of the Association is Slott, Barker & Nussbaum, 334 East Duval St., Jacksonville, FL 32202. The name of the registered agent at such address is Earl M. Barker, Jr.

**ARTICLE 3
PURPOSE**

3.1 Purpose. The Association is organized to provide for the maintenance and operation of certain real property of the Association, to perform the functions and duties delegated to it in the Declaration of Covenants, Conditions and Restrictions of Imeson East Drainage Basin as recorded or to be recorded in the Public Records of Duval County, Florida, as from time to time supplemented, replaced, restated or amended (the "Declaration"), and to conduct such other activities as may be authorized by law for not for profit corporations in the State of Florida as deemed necessary, appropriate or convenient by the Association. Except as otherwise defined in these Articles, capitalized terms have the meanings set forth in the Declaration.

3.2 Surface Water Management. **The Association shall operate, maintain and manage the Surface Water or Stormwater Management System in a manner consistent with the St. Johns River Water Management District Permit No. 4-031-17189-10 requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein.** The Association, also, shall enforce or assist in the enforcement of the provisions of the Declaration relating to the Surface Water or Stormwater Management System as necessary, appropriate or convenient and consistent with its purpose, rights and duties in accordance with the Declaration and reasonable sound practice and

3.3 Assessments. **The Association shall 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.**

3.4 Not for Profit Character of Association. The Association shall not pursue any act or acts, purpose or purposes for its pecuniary profit, but such prohibition shall not limit the authority of the Association to accumulate reasonable reserves for the accomplishment of its not for profit purposes. No part of the net earnings of the Association shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the Association shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes of the Association as set forth in these Articles, the Bylaws and the Declaration. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Association shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

ARTICLE 4 POWERS

4.1 Common Law and Statutory Powers. To the extent not prohibited or withdrawn by or inconsistent with these Articles, the Association shall have all of the common law and statutory powers of a Florida corporation not for profit. All such powers shall be exercised in a manner consistent from time to time with the Bylaws.

4.2 Powers in the Covenants. Where not prohibited by law, the Association shall have all of the powers and duties set forth in the Declaration, as amended, reasonably necessary to carry out its duties, including but not limited to the following.

- (a) To make, collect and enforce initial, regular and special assessments against Lot Owners to defray costs, expenses and losses of the Association incident to the conduct of the business of the Association as authorized by the Declaration.
- (b) To use the proceeds of assessments in the exercise of its powers and duties,
- (c) **The assessments shall be used for the maintenance and repair of the Surface Water or Stormwater Management System including but not limited to work within retention areas, drainage structures and drainage easements.**
- (d) To maintain, repair, replace and operate those portions of the Properties or other areas as provided in the Declaration.
- (e) To maintain, operate, and repair the Surface Water or Stormwater Management System (as defined in the Declaration).
- (f) To purchase insurance for the protection of the Association and its Members as defined in the Declaration as well as liability insurance for the protection of the officers and Directors of the Association.
- (g) To make and amend reasonable rules and regulations respecting the use of the Properties.
- (h) To enforce the Declaration, these Articles, the Bylaws of the Association and the reasonable rules and regulations that it promulgates for the use of the Property, including but not limited to enforcement by suit at law or in equity.
- (i) To contract for the management and maintenance of the Common Areas and when necessary, the Lots, and to authorize the management agent, if any, to assist the Association in carrying out its powers and duties by performing such functions as the Association may direct. At all times the Association shall retain the responsibility, powers and duties set out herein, in the Declaration and in the Bylaws.
- (j) To employ personnel to perform the services required for proper operation and maintenance of the Property, the Lots and the Association, and to supervise all such employees.
- (k) To dedicate or transfer all or any part of the Properties to any public agency, authority, or utility. No such dedication or transfer shall be effective until ratified by two-thirds (2/3) of each class of Members, either by written instrument or by affirmative vote taken and recorded at a regularly constituted meeting of Members.

- (l) To participate in mergers and consolidations with other not for profit corporations organized for the same or similar purposes as the Association or to annex additional residential property and Common Areas, provided that any such merger, consolidation, or annexation shall be ratified by two-thirds (2/3) of each class of Members, either by written instrument or by affirmative vote taken and recorded at a regularly constituted meeting of Members.
- (m) To borrow money and, when ratified by two-thirds (2/3) of each class of Members, either by written instrument or by affirmative vote taken and recorded at a regularly constituted meeting of Members, to mortgage, pledge, deed in trust or hypothecate any or all or its real or personal property as security for repayment of the same.
- (n) 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 in connection with the affairs of the Association.

ARTICLE 5 MEMBERS

5.1 Members. The Declarant and all Owners of a Lot (as defined in the Declaration) shall be Members of the Association, provided that any person or entity who holds an interest in a Lot merely as security for the performance of any obligation shall not be a Member, unless they have obtained record title to the Lot by foreclosure or deed in lieu of foreclosure.

5.2 Change of Membership. Each person or entity that acquires an interest as an Owner of a Lot by deed, will, assignment or succession, voluntary or involuntary, by operation of law or otherwise, shall become a Member of the Association upon acquisition of such interest, provided that any person or entity that acquires, takes or holds an interest in a Lot merely as security for the performance of any obligation shall not be a Member, unless such person or entity thereafter takes title to a Lot by foreclosure or deed in lieu of foreclosure. Change of membership in the Association shall be established by proof of execution, delivery and acceptance of an instrument of conveyance that is enforceable against the transferor under Florida law or by proof of recording an instrument of conveyance or memorandum thereof in the Public Records of Osceola County, Florida. The Owner designated by such an instrument shall become a Member of the Association and the membership of the prior owner shall be terminated, subject however to performance by such prior owner of all obligations of such Owner to the Association to the date of termination, including but not limited to payment of assessments. All Owners of a Lot, if more than one, become jointly and severally liable to the Association for payment of assessments and performance of the duties imposed upon Owners by the Declaration, these Articles and the Bylaws. A new Owner shall notify the Association of the receipt or the recording of a deed or other instrument establishing record title and shall furnish a certified copy of such instrument to the Association if required by the Association.

5.3 Membership Rights Appurtenant to Lot Ownership. The rights of a Member in the Association and the share of a Member in the funds and assets of the Association, whether or not distributable, shall not be assigned, hypothecated or transferred in any manner, except as an appurtenance to a Lot. Any attempted assignment or transfer of such an interest in violation of this prohibition shall be void and shall not be recognized by the Association for any purpose except that the acceptance or receipt of such an assignment or transfer shall constitute an agreement by the transferee to assume all financial obligations of the transferor to the Association.

ARTICLE 6 VOTING RIGHTS

The Association shall have two classes of voting membership:

6.1 Class A Members. Class A Members shall consist of all Lot Owners, with the exception of the Declarant. 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. The vote for such Lot shall be cast as they determine, but in no event shall more than one vote be cast with respect to any Lot.

6.2 Class B Member. The Class B Member shall be the Declarant, or its successors and assigns. The Class B Member shall be entitled to three (3) votes for each Lot owned until the Turnover Date, as defined and established in the Declaration (the "Turnover Date"). The Class B Membership shall cease and be converted to Class A Membership and shall be entitled to vote as such on and after the Turnover Date.

ARTICLE 7 DIRECTORS

7.1 Size of Board of Directors. A Board of Directors of no less than three (3) or more than five (5) Directors shall manage the business of the Association.

7.2 First Board of Directors. The first election of Directors shall not be held until the Turnover Date. The Directors named in these Articles shall serve until the first election of Directors, or until replaced by the Declarant in its sole discretion. The Declarant shall fill any vacancies in the Board of Directors occurring before the first election of Directors by appointment of a replacement. With the exception of Declarant appointed directors, each Director shall be a Member of the Association. Until the Turnover Date, Directors need not be Members of the Association.

7.3 Composition of the First Board of Directors. The names and addresses of the members of the first Board of Directors, who shall hold office until their successors are elected and have qualified, or until their resignation or removal are as follows:

ARTICLE 8 OFFICERS

8.1 Officers. The officers designated in the Bylaws shall administer the business of the Association. The Board of Directors shall elect the officers at its first meeting and annually thereafter following each annual meeting of the Members of the Association.

ARTICLE 9 INDEMNIFICATION

9.1 Indemnification. Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities including attorney and paralegal fees, reasonably incurred by or imposed upon him in connection with any proceeding whether civil, criminal, administrative or investigative, or any settlement or 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 the party, person or entity by whom the proceeding was brought, except in relation to matters for which any such Director or officer shall have been adjudged liable for gross negligence or willful misconduct in the performance of his duties. 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 in the best interest of the Association or fails to act within thirty (30) days after being notified of the terms of a proposed settlement. 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.

9.2 Expenses. Expenses incurred in defending any action, suit or proceeding whether civil, criminal, administrative or investigative shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the Director or officer to repay such amount if it is ultimately determined that he is not entitled to be indemnified by the Association as authorized by these Articles of Incorporation.

9.3 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director or officer of the Association against any liability asserted against him and incurred in any such capacity or arising out of his status or the performance or claimed performance of duties as officer or director, whether or not the Association would have power to indemnify him against such liability under the provisions of section 9.1 of these Articles of Incorporation. The Association shall purchase liability insurance on behalf of any person who is or was a Director or officer of the Association, insuring against any liability for which the Association is obliged to provide such indemnification.

ARTICLE 10 BY-LAWS

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

ARTICLE 11 AMENDMENTS

11.1 Amendments. Twenty-five percent (25%) of the Members of the Association may propose an amendment to these Articles of Incorporation. No amendment shall be effective until adopted by the affirmative vote of not less than seventy-five percent (75%) of the Members of the Association, evidenced either by written instrument or by affirmative vote taken and recorded at a regularly constituted meeting of Members at which notice was given of the proposed Amendment *in haec verba*.

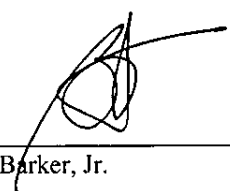
11.2 Declarant Amendment. Any provisions of these Articles of Incorporation to the contrary notwithstanding, until the Turnover Date these Articles of Incorporation may be amended only by written action signed by the Declarant with the joinder of a majority of the members of the Board of Directors of the Association. Any such amendment shall be effective when filed by the Secretary of State of the State of Florida.

ARTICLE 12 DURATION

12.1 Existence and Duration. 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.

12.2 Dissolution. 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 the requirements of Section 40C-42.027, Florida Administrative Code, and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

DATED March 18, 2008.



Earl M. Barker, Jr.


**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE
SERVICE OF PROCESS WITHIN FLORIDA, NAMING AGENT UPON WHOM
PROCESS MAY BE SERVED**

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


First, that Imeson East Drainage Basin Corporation, desiring to organize or qualify under the laws of the State of Florida, with its principal place of business at 3001 Ponce de Leon Boulevard, Suite 200, Coral Gables, Florida 33133, has named Earl M. Barker, Jr., located at Slott & Barker, 334 East Duval Street, Jacksonville, Florida 32202, as its agent to accept service of process within Florida.

**IMESON EAST DRAINAGE BASIN
CORPORATION**

By: _____


Earl M. Barker, Jr.
Its Incorporator

Having been named to accept service of process for the above-stated corporation, at the place designated in this certificate, I hereby 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.



Earl M. Barker, Jr.
Resident Agent

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2008 MAR 21 P 3:01
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TALLAHASSEE, FLORIDA