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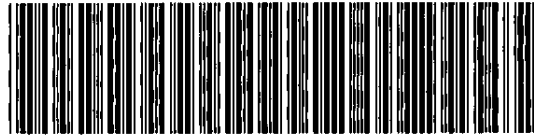
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T. Bureh MAR 31 2008

CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

*The Ranch Property Owners
Association, Inc.*

Signature _____

Requested by: *WC*

Name _____

Date *3/28*

Time *02:00*

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☒ Art of Inc. File _____

_____ LTD Partnership File _____

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_____ Trade/Service Mark _____

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_____ RA Resignation _____

_____ Dissolution / Withdrawal _____

_____ Annual Report / Reinstatement _____

☒ Cert. Copy _____

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_____ Certificate of Good Standing _____

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLES OF INCORPORATION
OF
THE RANCH
PROPERTY OWNERS' ASSOCIATION, INC.**

The undersigned incorporator hereby forms a not-for-profit corporation under Chapter 617 of the laws of the State of Florida. The said entity shall function pursuant to and have the powers delineated in the provisions of Chapters 607, 617, and 720, respectively, of the *Florida Statutes* and pursuant to general law.

ARTICLE I. NAME

The name of the corporation shall be as follows:

THE RANCH PROPERTY OWNERS' ASSOCIATION, INC.

The principal place of business of this corporation (hereinafter referred to as either the "corporation" or as the "Association") shall be 6020 - 5th Street, S.W., Vero Beach, Florida 32968, and the mailing address shall be the same.

ARTICLE II. PURPOSE OF POWERS

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation, and architectural control of the Lots and Common Area within that certain tract of property described as:

See EXHIBIT "A" attached hereto and incorporated herein by reference;

and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association and for this purpose to:

(a) 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 of Covenants, Conditions, and Restrictions for Old Florida Ranch, also known as The Ranch (hereinafter

referred to as the "Declaration") applicable to the property and to be recorded in the Office of the Clerk of the Circuit Court of Okeechobee 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 herein in full, including as periodically modified and amended; such powers include the authority to adopt rules and regulations, to file suit and be sued, and to contract for necessary services for the benefit of the Association;

(b) fix, levy, assess, collect, and enforce payment by any 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, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) 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;

(d) borrow money, and with the asset of two-thirds (2/3rds) of the voting interests of the members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the two-thirds (2/3rds) of the voting interests of the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3rds) of the voting interests of the members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other not-for-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3rds) of the voting interests of the members;

(g) have and exercise any and all powers, rights, and privileges that a corporation organized under Chapter 607, Chapter 617, and Chapter 720, respectively, *Florida Statutes*, by law may now or thereafter have or exercise, including but not limited to all of the powers set forth in Section 617.0302, *Florida Statutes*; and

(h) the Association shall 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 requirements and applicable District rules, and shall assist in the enforcement of the Declaration, which pertain to the surface water or stormwater management system.

Further powers are detailed below in these Articles.

In addition, 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.

ARTICLE III. MEMBERSHIP

Every person or entity, who is a record owner of a fee or undivided fee interest of any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, 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 which is subject to assessment by the Association.

ARTICLE IV. ADDRESS

The street address of the initial registered office of the corporation shall be 5070 North Highway A-1-A, Suite 200, Vero Beach, Florida 32963, and the name of the initial registered agent of the corporation at that address is THOMAS W. TIERNEY.

ARTICLE V. TERM OF EXISTENCE

This corporation shall be deemed to exist and its operation commenced upon the filing of these Articles of Incorporation with the Secretary of State of the State of Florida, Tallahassee, Florida. This corporation is to exist perpetually.

ARTICLE VI. VOTING RIGHTS

The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant, as defined in the Declaration, and shall be entitled to 9 votes for each Lot owned.

ARTICLE VII. DISSOLUTION

The Association may be dissolved with the assent given in writing and executed by not less than eighty (80.0%) percent of the voting interests of the members. Upon dissolution of the Association, other than incident to a merger or consolidation, 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. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any not-for-profit corporation, association, trust or other organization to be devoted to such similar purposes.

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 that 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.

ARTICLE VIII. BOARD OF DIRECTORS

This corporation initially shall have two (2) directors. The names and street addresses of the initial directors are as follows:

DOLF KAHLE - Director
6020 - 5th Street, S.W.
Vero Beach, Florida 32968

GEORGE A. KAHLE - Director
6020 - 5th Street, S.W.
Vero Beach, Florida 32968

The manner in which the directors shall be elected shall be as specified and set forth in the By-Laws adopted by the corporation.

ARTICLE IX. AMENDMENTS

Amendment of these Articles shall require the assent of seventy-five (75%) percent of the voting interests of the members. The right to amend the By-Laws shall be vested in the members as set forth therein. Any amendment affecting the Surface Water Management System or any other system or plan permitted or approved by either the St. Johns River Water Management District or Okeechobee County shall have been first approved by the party exercising jurisdiction over the system or plan.

In specific instances, as more particularly described in the Declaration, consent to and joinder by Okeechobee County, Florida, is required as to certain proposed

amendments to the Declaration. Such provisions shall control over contrary provisions in these Articles, and no amendment shall be effected to these Articles as would have the effect, directly or indirectly, of avoiding or subverting those requirements of the Declaration.

ARTICLE X. SJRWMD REQUIREMENTS

Definitions. When used in these Articles in this Section the following terms shall have or shall have had the following meanings:

(a) "SJRWMD" or "District" means and has meant throughout these Articles, where previously used, the St. Johns River Water Management District, or its successor entity.

(b) "Surface Water Management System" means the Surface Water Management System or Storm Water Management System for the Property constructed pursuant to the SJRWMD permit which Surface Water Management System constitutes a part of the Common Areas. The Association owns or shall own the Common Area and owns the Surface Water Management System and hereby accepts responsibility for the operation and maintenance of the Surface Water Management System described in the SJRWMD application and the SJRWMD Permit.

(c) Surface Water Management System Easements. The Declarant hereby reserves unto Declarant and grants to the Association, subject to the terms and conditions of these Articles, a non-exclusive easement burdening the areas of the Property designated on the Plat (and associated control structures), said areas being for the purpose of the Association effectively maintaining and operating the Surface Water Management System in accordance with the SJRWMD Permit. Declarant reserves, both for Declarant, and for the Owners collectively, and for the Association, the right to grant additional non-exclusive easements over, under, across and through the Common Area, provided that such additional easement grants do not interfere with the effective maintenance and operation of the Surface Water Management System.

(d) Operation and Maintenance of Surface Water Management System. It is the responsibility of the Association to operate and maintain the Surface Water Management System. The Association shall effectively operate and maintain the Surface Water Management System in accordance with the SJRWMD Permit.

(e) Amendment of Declaration. Notwithstanding Article XI of these Articles, or any other amendment provision, any amendment (including a termination) of these Articles that would directly and adversely affect the operation and maintenance of the Surface Water Management System in a material respect must have the prior approval of the SJRWMD. Any amendment proposed to these Articles that would affect the Surface Water Management System, conservation areas, or water management portions of common areas shall be submitted to SJRWMD for review prior to finalization of the amendment. SJRWMD shall determine if the proposed amendment will require a modification of the environmental resource or Surface Water Management Permit. If a permit modification is

necessary, the modification must be approved by SJRWMD prior to the amendment of these Articles or its effectiveness.

(f) Disposition. The Association shall not dissolve or dispose of any Common Area or common open space or improvements therein except to an organization concerned with and designed for the continued maintenance in accordance with the requirements of the original development approval.

(g) Enforcement. SJRWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in these Articles that relate to the maintenance, operation, and repair of the surface water or stormwater management system.

(h) Swale Maintenance. The Developer has constructed a drainage swale upon each lot for the purpose of managing and containing the flow of excess surface water, if any, found upon such lot from time to time. Each lot owner, including builders, shall be responsible for the maintenance, operation, and repair of the swales on the lot. Maintenance, operation, and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance, or other stormwater management capabilities as permitted by SJRWMD. Filling, excavating, constructing fences, or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the drainage swale shall be authorized and any damage to any drainage swale, whether caused by natural or human-induced phenomena, shall be repaired and the drainage swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the drainage swale is located.

(i) Alteration of Drainage Flow. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of SJRWMD.

Association Powers Clarified. Notwithstanding any other term, condition, or provision in these Articles of Incorporation or By-Laws of the Association, the Association shall have and is hereby vested with the following powers, rights, duties, and responsibilities:

- (a) Establish rules and regulations.
- (b) Assess Members and enforce collection of said assessments.
- (c) File suit and be sued.
- (d) Contract for services (if the Association contemplates employing a maintenance or management company) to provide the services for operation and maintenance.
- (e) The Association shall exist in perpetuity; however, if the Association is dissolved, the property consisting of the Surface Water Management System shall be conveyed to an appropriate agency of local government, as

determined by the SJRWMD. If it is not accepted, then the Surface Water Management System must be dedicated to a similar non-profit corporation, as determined and specified by the SJRWMD.

- (f) Operate and maintain the Surface Water Management System.
- (g) Any proposed amendment to the governing documents, which would affect the Surface Water Management System (including environmental conservation areas and the water management portions of the common areas) must be submitted to the District for a determination of whether the amendment necessitates a modification of the Surface Water Management Permit. If a modification is necessary, the District will so advise the permittee.
- (h) If wetland mitigation monitoring will be required and the operational entity will be responsible to carry out this obligation, the Association shall complete the task successfully, including meeting including all conditions associated with mitigation maintenance and monitoring.
- (i) The Surface Water Management Permit and its conditions shall be attached hereto as an exhibit. The Registered Agent for the Association shall maintain copies of all further permitting actions for the benefit of the Association.

Environmental Resource or Surface Water Management Permit Attached. The Environmental Resource or Surface Water Management Permit is made a part of these Articles. Copies of the Permit and any future permit actions of SJRWMD are and shall be maintained by the Registered Agent of the Association for the benefit of the Association.

Conservation Easements. The following activities are prohibited in or on any Conservation Easement described on the Plat:

- (a) Construction or placing of buildings, roads, signs, billboards, or other advertising, utilities, or other structures on or above the ground;
- (b) Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;
- (c) Removal or destruction of trees, shrubs, or other vegetation, except for the removal of exotic vegetation in accordance with a SJRWMD approved maintenance plan;
- (d) Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such a manner as to affect the surface;
- (e) Surface use except for purposes that permit the land or water area to remain

in its natural condition;

- (f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation, including but not limited to, ditching, diking, and fencing;
- (g) Acts or uses detrimental to such aforementioned retention of land or water areas;
- (h) Acts or uses within SJRWMD's regulatory jurisdiction which are detrimental to the preservation of any features or aspects of the Property having historical or archaeological significance.

ARTICLE XI. PRIORITY

In the event of conflict between these Articles of Incorporation and the Declaration, the Declaration shall control. In the event of conflict between these Articles of Incorporation and the By-Laws of the Association, these Articles of Incorporation shall control.

ARTICLE XII. INCORPORATOR

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

ROSSWAY MOORE & TAYLOR
c/o J. Atwood Taylor, III
5070 N. Highway A-1-A, Suite 200
Vero Beach, Florida 32963.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal on this 27th day of March, 2007.


ROSSWAY MOORE & TAYLOR

By:


THOMAS W. TIERNEY

**ACCEPTANCE OF REGISTERED AGENT DESIGNATED
IN ARTICLES OF INCORPORATION**

THOMAS W. TIERNEY, whose address is as follows: 5070 North Highway A-1-A, Suite 200, Vero Beach, Florida 32963, which is the same address as set forth in Article IV hereof, having been designated as the Registered Agent in the above and foregoing Articles, is familiar with and accepts the obligations of the position of Registered Agent under Section 607.0505, *Florida Statutes*, and other applicable law.


THOMAS W. TIERNEY

Date: March 27, 2007

EXHIBIT "A"

PARCEL 1:

THE SOUTH 1/2 OF SECTION 26, TOWNSHIP 32 SOUTH, RANGE 35 EAST LYING SOUTH AND WEST OF STATE ROAD 60, ALL OF SECTION 35, TOWNSHIP 32 SOUTH, RANGE 35 EAST AND THAT PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 32 SOUTH, RANGE 35 EAST LYING SOUTH AND WEST OF STATE ROAD 60, INDIAN RIVER COUNTY, FLORIDA, LESS AND EXCEPT THOSE PORTIONS TAKEN FOR RIGHT-OF-WAY DESCRIBED AS PARCEL NO. 100 IN STIPULATED ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 1340, PAGE 355, OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA.

LESS AND EXCEPT

A PORTION OF THE SOUTH ONE-HALF (1/2) OF SECTION 26, TOWNSHIP 32 SOUTH, RANGE 35 EAST, LYING SOUTH AND WEST OF STATE ROAD 60, AND A PORTION OF SECTION 35, TOWNSHIP 32 SOUTH, RANGE 35 EAST, LESS AND EXCEPT THOSE PORTIONS TAKEN FOR RIGHT-OF-WAY IN STIPULATED ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 1340, PAGE 355, OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 35, TOWNSHIP 32 SOUTH1 RANGE 35 EAST, RUN NORTH 89°03'04" EAST, ALONG THE SOUTH LINE OF SECTION 26, TOWNSHIP 32 SOUTH, RANGE 35 EAST, ALSO BEING THE NORTH LINE OF SAID SECTION 35, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING;

FROM SAID POINT OF BEGINNING, RUN NORTH 00°35'43" WEST, ALONG A LINE LYING 200 FEET EASTERLY OF AND PARALLEL WITH THE WEST LINE OF AFOREMENTIONED SECTION 26, A DISTANCE OF 1552.28 FEET TO A POINT; THENCE RUN NORTH 89°03'04" EAST, PARALLEL WITH THE SOUTH LINE OF SAID SECTION 26, A DISTANCE OF 2438.27 FEET; THENCE RUN SOUTH 01°20'10" EAST ALONG THE EAST LINE OF THE SOUTHWEST ONE-QUARTER (1/4) OF SECTION 26, TOWNSHIP 32 SOUTH, RANGE 35 EAST, A DISTANCE OF 1552.28 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER (1/4) OF AFOREMENTIONED SECTION 35; THENCE RUN SOUTH 00°43'11" EAST, ALONG THE EAST LINE OF SAID NORTHWEST ONE-QUARTER (1/4), A DISTANCE OF 1331.60 FEET; THENCE RUN NORTH 89°08'38" EAST, ALONG THE SOUTH LINE OF THE NORTH ONE-HALF (1/2) OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 35, A DISTANCE OF 2201.09 FEET TO A POINT LYING APPROXIMATELY 10 FEET, MORE OR LESS, EASTERLY OF AN EXISTING FENCE LINE; THENCE RUN THE FOLLOWING TWO COURSES AND DISTANCES ALONG SAID LINE LYING 10 FEET, MORE OR LESS, EASTERLY OF AND PARALLEL WITH SAID FENCE LINE; (1) SOUTH 01°06'32" WEST, A DISTANCE OF 2420.80 FEET; (2) THENCE RUN SOUTH 08°05'13" EAST, A DISTANCE OF 1067.67 FEET, TO THE NORTH RIGHT-OF-WAY LINE OF A FLORIDA POWER AND LIGHT EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 631, PAGE 256, PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA; THENCE RUN SOUTH 89°43'17" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 149.72 FEET TO A POINT OF INTERSECTION; THENCE

RUN NORTH 57°46'36" WEST, CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 5467.52 FEET, TO A POINT LYING 200 FEET EAST OF AND NORMAL TO THE WEST LINE OF AFOREMENTIONED SECTION 35; THENCE RUN NORTH 00°35'39" WEST ALONG SAID LINE LYING 200 FEET EASTERLY OF AND PARALLEL WITH SAID WEST LINE, A DISTANCE OF 1818.48 FEET TO THE AFOREMENTIONED NORTH LINE OF SECTION 35 AND THE POINT OF BEGINNING.

LESS AND EXCEPT THAT CERTAIN PARCEL OF LAND BEING CONVEYED TO SAMUEL A. BLOCK, AS TRUSTEE OF LAND TRUST NUMBER 00740-00-1 DATED AUGUST 3, 1992, BY WARRANTY DEED, RECORDED IN OFFICIAL RECORDS BOOK 2043, PAGE 2343, PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA.

PARCEL 2:

ALL OF SECTIONS 1, 2, 11, 12 AND 13, TOWNSHIP 33 SOUTH, RANGE 35 EAST, OKEECHOBEE COUNTY, FLORIDA.