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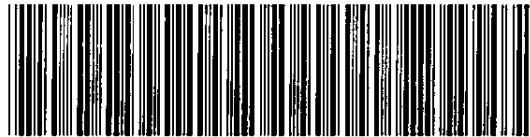
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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

B. McKnight MAR 20 2009

**BRYANT & HIGBY, CHARTERED**  
ATTORNEYS AT LAW

833 HARRISON AVENUE (32401)

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ROWLETT W. BRYANT  
CLIFFORD C. HIGBY  
HALLEY A. STARK

LYNN C. HIGBY  
(1938-1992)

March 18, 2009

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

Re: Filing Articles of Incorporation

Dear Sir or Madam:

Enclosed please find the original and one copy of the **Articles of Incorporation of Woodlawn Village Homeowners Association, Inc.** to be filed with your office. Also enclosed is our firm's check in the amount of \$87.50 to cover the filing fee. Please return a certified copy of the Articles to me together with a certificate of status.

If you have any questions, please do not hesitate to contact me.

Very truly yours,



Wendy A. Davis,  
Legal Assistant to Rowlett W. Bryant

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Enclosures

**ARTICLES OF INCORPORATION  
OF  
WOODLAWN VILLAGE HOMEOWNERS  
ASSOCIATION, INC.**

**ARTICLE 1 - NAME**

The name of this non-profit corporation is **Woodlawn Village Homeowners Association, Inc.** ("Woodlawn").

**ARTICLE II - PURPOSES**

The corporation does not contemplate pecuniary gain or profit, direct or indirect, to its members and is formed for the following purposes:

To promote the health, safety and welfare of the Lot Owners within Woodlawn Village Subdivision and the preservation of all Common Properties appurtenant to the ownership of a Lot including:

- A. The ownership, acquisition, and maintenance of the "Common Properties," and improvements for the benefit of Lot Owners.
- B. The discharge of all obligations of the Declarations of Covenants, Conditions, and Restrictions.
- C. The enforcement of any and all covenants, restrictions and conditions of said Declaration.
- D. The discharge of such further actions deemed convenient or desirable to the purposes hereof by the Board.

**ARTICLE III - DEFINITIONS**

The definition of all terms set forth in the Declaration of Covenants, Conditions, and Restrictions of Woodlawn Village Subdivision are by reference incorporated herein and shall have the meanings as set forth in that document.

Reference to the terms "Member" or "Members" and the percentage of votes required for any action shall in all instances refer to the Lot Owners and the percentage vote of the Lots necessary to take such action, unless it is otherwise provided.

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#### **ARTICLE IV - MEMBERSHIP**

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject to the Declaration of Covenants, Conditions, and Restrictions ("Covenants" or "Declaration") and to assessments by Woodlawn Village Homeowners Association, Inc., shall be a member of the Association from the date such member acquires title to or an interest in a Lot, provided, however, that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

#### **ARTICLE V - MEETINGS**

The By-Laws shall provide for an annual meeting of members, and may make provision for regular and special meetings of members other than the annual meeting.

#### **ARTICLE VI - TERM**

This Corporation shall have perpetual existence.

#### **ARTICLE VII - THE INCORPORATOR**

The name and address of the Incorporator of this Corporation is:

Rowlett W. Bryant	833 Harrison Avenue Panama City, FL 32401
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#### **ARTICLE VIII - OFFICERS**

The officers shall be a president, a vice president, a secretary and a treasurer, and such other officers as may be determined by the Board of Directors. All officers shall be a member of the Board of Directors. The officers shall be chosen by majority vote of the directors. All officers shall hold office at the pleasure of the Board of Directors and all shall serve for a term of one year or until the successor has been appointed and accepted the position. Vacancy in office shall be filled within sixty (60) days of occurrence.

#### **ARTICLE IX - INITIAL OFFICERS**

<u>NAME</u>	<u>OFFICE</u>	<u>ADDRESS</u>
Chris McCall	President	2104 Thomas Drive Panama City Beach, FL 32408

Raleigh P. Sale	Vice-President	2104 Thomas Drive Panama City Beach, FL 32408
Rowlett W. Bryant	Secretary/Treasurer	833 Harrison Avenue Panama City, FL 32401

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

The initial Board of Directors shall consist of one (1) Director. The affairs of the Corporation shall be managed by a Board of not less than one (1) nor more than five (5) Directors, each of whom shall serve for a one-year term. All Directors must be members of the Association. Upon turnover of the Association to the Lot Owners, the Board of Directors shall be elected in accordance with the By-Laws. The Board shall at all times consist of an odd number of members.

The names and addresses of the persons who shall serve as the initial Directors until his or her resignation or the election of his or her successor is:

<u>NAME</u>	<u>ADDRESS</u>
Chris McCall	2104 Thomas Drive Panama City Beach, FL 32408
Raleigh P. Sale	2104 Thomas Drive Panama City Beach, FL 32408
Rowlett W. Bryant	833 Harrison Avenue Panama City, FL 32401

## **ARTICLE XI - INITIAL REGISTERED OFFICE, ADDRESS AND NAME OF REGISTERED AGENT**

The initial principal office of this Corporation shall be 833 Harrison Avenue, Panama City, Florida, 32401, with the privilege of having its office and branch offices at other places within or without the state of Florida. The initial registered agent shall be Rowlett W. Bryant, attorney at law, 833 Harrison Avenue, Panama City, Florida 32401.

## **ARTICLE XII - INDEMNIFICATION**

1. **Indemnity.** The Association shall indemnify any person who was or is a part or is threatened to be made a part to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by

reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith, nor in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) the court hearing the matter further rules that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner in which he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

2. **Expenses.** To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

3. **Advanced.** Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an agreement by or on behalf of the affected director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized in this Article XII.

4. **Miscellaneous.** The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-law, agreement, vote of members or otherwise, and shall continue in favor of a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

5. **Insurance.** The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving, at the request of the Association, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, to protect such person against any liability asserted against him or incurred by him in any such capacity, or arising out of his status in such a capacity, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

6. **Amendment.** Anything to the contrary notwithstanding, the provisions of this Article XII may not be amended without the prior written consent of all

persons whose interest would be adversely affected by such amendment.

### **ARTICLE XIII - BY-LAWS**

These By-Laws of the Association shall be adopted by the initial Board of Directors and may be altered, amended or rescinded by the Directors or the Members in the manner provided in the By-Laws and the Declaration of Covenants, Conditions, and Restrictions.

### **ARTICLE XIV - VOTING RIGHTS**

A. The membership shall consist of those Lot Owners as defined in Article IV hereof, with the exception of the Declarant. A Member shall be entitled to one vote for each Lot in which he holds an interest required for membership by Article III. When more than one person holds such interest in any Lot, all such persons shall be Members and the vote for such Lot shall be divided among them fractionally as their interest appears on the deed of conveyance. Each Lot shall be entitled to only one vote. All owners of a lot must vote and if the vote is not unanimous, the vote shall not count.

B. The Declarant shall serve as the Owners Association until the Owners Association is turned over to the Members or until the occurrence of one of the following events:

1. The passage of one hundred twenty (120) days after ninety percent (90%) of Lots have been conveyed to others; or
2. Relinquishment of all rights of the Declarant to act in the capacity of the Owners Association.

C. Upon the happening of either of the above events, a meeting of Members shall be called for the purpose of electing directors. The existing officers and directors of the Developer shall be deemed to have resigned from the Owners Association as of the date of such meeting, and the Members shall elect their own directors and assume control of the Corporation. The turnover meeting must be preceded by thirty (30) days written notice.

### **ARTICLE XV - ASSIGNMENT**

No right to any funds or assets of the Association can be assigned, hypothecated or transferred except as an appurtenant right to the ownership of a Lot or an interest therein or by dissolution of the Corporation.

## **ARTICLE XVI - QUORUM FOR OTHER ACTIONS**

Except as otherwise provided, the presence at a meeting of one-third (1/3) of the Members who own one-third (1/3) or more of the Lots who are entitled to cast a vote or who appear by proxy shall constitute a quorum for any action governed by the Articles of Incorporation, except where a super-majority vote is required by the Declaration of Covenants, Conditions, and Restrictions of Woodlawn Village Subdivision, or the By-Laws of the Corporation.

## **ARTICLE XVII - DEDICATION OF PROPERTIES OR TRANSFER OF FUNCTION TO PUBLIC AGENCY OR UTILITY**

The Corporation shall have the power to dispose of its real properties only as authorized under the recorded Declaration of Covenants, Conditions, and Restrictions or these By-Laws.

## **ARTICLE XVIII - DISSOLUTION**

The Corporation may be dissolved upon the written assent signed of fifty-one percent (51%) of the Lot Owners entitled to vote, or as otherwise provided in the recorded Declaration of Covenants, Conditions, and Restrictions applicable to the property. Written notice of a proposal to dissolve, setting forth the reasons therefor and the disposition to be made of the assets (which shall be consistent with Article XVIII hereof) shall be mailed to every Lot Owner or posted on the front door of any building or structure on the Lot of an owner at least ninety (90) days in advance of date of the proposed action.

## **ARTICLE XIX - DISPOSITION OF ASSETS UPON DISSOLUTION**

1. Upon dissolution of the Corporation, the assets, both real and personal of the Corporation, shall be dedicated to an appropriate public agency or utility that is or will be devoted to the same or similar purposes as those of the Corporation. In the event that such dedication is refused, such assets shall be granted, conveyed and assigned to any not for profit corporation, association, trust or other organization having the same orientation, with due regard, however, for the practicalities of such a situation.

2. No disposition of the properties of the **Woodlawn Village Homeowners Association, Inc.** shall be effective to divest or diminish any right or title of any member under the recorded Declaration of Covenants, Conditions, and Restrictions and the deeds applicable to The Properties unless made in accordance with the provisions of the Declaration.



## ARTICLE XX - AMENDMENTS

The Declarant may amend these Articles consistent with the provisions of the Declaration until the Owners Association is turned over to its Members.

## ARTICLE XXI - CONFLICT

In the event of any conflict between these Articles and the Declaration of Covenants, Conditions, and Restrictions, the latter shall control, provided such provisions are not contrary to law.

IN WITNESS WHEREOF, the Incorporator has affixed its authorized signature and seal, this 18<sup>th</sup> day of March, 2009.

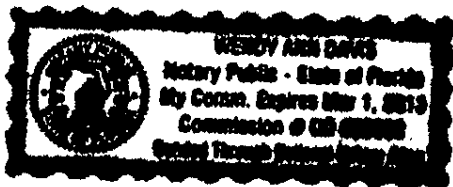
Woodlawn Village Homeowners Association, Inc.

By: Rowlett W. Bryant  
Rowlett W. Bryant

State of Florida

County of Bay

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of March, 2009, by Rowlett W. Bryant of Woodlawn Village Homeowners Association, Inc., who is personally known to me or who has produced \_\_\_\_\_ as identification.



Wendy Ann Davis  
Notary Public  
State of Florida at Large

CERTIFICATE DESIGNATING REGISTERED AGENT

In compliance with Chapter 48.091, Florida Statutes, Woodlawn Village Homeowners Association, Inc., desiring to organize under the laws of the State of Florida, has designated Rowlett W. Bryant, 833 Harrison Avenue, Panama City, Florida, 32401, as its initial registered agent to accept service of process within this state.

  
\_\_\_\_\_  
Rowlett W. Bryant

ACKNOWLEDGMENT

Having been named to accept service of process for the above stated corporation, at the place designated in this certificate, I hereby accept said appointment and agree to comply with the provisions of said act relative to keeping open said office.

  
\_\_\_\_\_  
Rowlett W. Bryant

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