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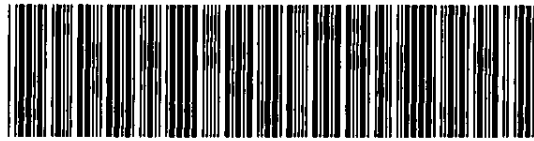
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DANIEL J. WEBSTER, P.A.

Attorney at Law

444 Seabreeze Boulevard
Suite 360
Daytona Beach, Florida 32118
Telephone: 386/258-1222
Facsimile: 386/255-8521
E-Mail: dan@websterpa.com

Daniel J. Webster, Ext. 30
Legal Secretary,
Patricia S. Brown, Ext. 31

Legal Assistants:
Christa L. Edwards, Ext. 32
Tracey A. Dark, Ext. 33

March 30, 2010

Department of State
Division of Corporations
Corporate Filings
P.O. Box 6327
Tallahassee, Florida 32314

**Re: Articles of Incorporation of Suwannee Landing
Owners Association, Inc.**

Dear Sir or Madam:

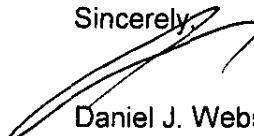
Please find enclosed:

1. Original Articles of Incorporation of Suwannee Landing Owners Association, Inc.
2. Our Firm's check, made payable to the "Florida Department of State," in the amount of \$78.75 (\$35.00 for filing the Articles of Incorporation, \$35.00 for the registered agent designation, and \$8.75 for the certified copy of Articles of Incorporation).

The Articles of Incorporation are delivered to the Florida Department of State for filing, in accordance with the Florida Business Corporation Act. Once the Articles have been filed, please issue and forward to my office a certificate of incorporation effective as of the date shown in the Articles, along with a certified copy of the Articles of Incorporation, in the enclosed self-addressed stamped envelope.

Thank you for your assistance in this matter. Should you have any questions, please do not hesitate to contact my office.

Sincerely,



Daniel J. Webster

DJW/cle
Enclosures
c: Fred Treadway

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLES OF INCORPORATION
OF
SUWANNEE LANDING OWNERS ASSOCIATION, INC.**

ARTICLE I – NAME

The name of this corporation shall be **SUWANNEE LANDING OWNERS ASSOCIATION, INC.** The Corporation is referred to hereinafter in these Articles as the "corporation" or the "Master Association."

ARTICLE II – STATUS

This corporation shall at all times be a corporation not-for-profit.

ARTICLE III – DURATION

The term of existence of the corporation shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida and shall exist in perpetuity.

ARTICLE IV – PURPOSE

The corporation is organized for the following purposes:

1. To be and constitute the Master Association to which reference is made in the Master Declaration of Covenants, Conditions, and Restrictions for Suwannee Landing (hereinafter the "Master Declaration") and, where reference is applicable to the Master Association, the association referred to in any applicable governmental order, permit or agreement (hereinafter "Governmental Document"), as amended from time to time, and to perform all obligations and duties of the Master Association, as specified therein, in the Bylaws of this Master Association, and as provided by law.

2. To take title to, operate, administer, manage, lease, and maintain the property, real or personal, tangible or intangible, which is dedicated to or made the responsibility of the Master Association pursuant to the Master Declaration, any duly approved supplement or amendment thereto, duly accepted grant, conveyance or dedication, a plat or a Governmental Document in accordance with the terms of and purposes set forth therein.

ARTICLE V – POWERS

In addition to all powers provided now or hereafter by law, and without limitation to or restriction by the following enumeration of specific powers, the powers of the Master Association include:

1. The Master Association shall have all the common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of these Articles or the Master Declaration.

2. The Master Association shall have all of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set forth in these Articles, the Master Declaration, a Governmental Document, and the Bylaws of this Master Association (all as duly amended or supplemented from time to time), including, without limitation, the following, *provided*, that nothing herein shall limit the Master Declarant's rights or powers:

2.1 *The Association shall operate, maintain and manage the Surface Water or Storm Water Management system(s) in a manner consistent with the requirements of Suwannee River Water Management District ("District") Permit No. ERP05-0617M and applicable District rules, and shall assist in the enforcement of the Declaration of Covenants and Restrictions which related to the Surface Water or Storm Water Management System(s).*

2.2 *The Master Association shall levy and collect adequate assessments against Members for any costs of maintenance and operation of any Surface Water or Stormwater Water Management System(s) for which the Master Association may be responsible. Any such assessments shall be used for the maintenance and repair of the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements.*

2.3 To own, manage, control, operate, maintain, replace, repair, or improve the Airport or any other property for which the Master Association by rule, regulation, Master Declaration, contract, or government permit, has a right or duty to provide such services.

2.4 To perform any act required or contemplated to be performed by the Master Association under the Master Declaration or a Governmental Document, and to do all acts necessary, appropriate, or advisable in carrying out any purpose of the Master Association, alone or in association with any other association, corporation, or other entity or agency, public or private.

2.5 To make, levy and collect assessments or other charges to be levied against the Lots and to use and expend the proceeds of such assessments in the exercise of the powers and duties of the Master Association.

2.6 To own, manage, control, operate, maintain, replace, repair, or improve the Common Area or any other property for which the Master Association by rule, regulation, Master Declaration, contract, or government permit, has a right or duty to provide such services.

2.7 To enforce the Master Declaration as amended or supplemented to the extent authorized to do so under the Master Declaration or Bylaws.

2.8 To construct improvements in the Common Area in accordance with the Master Declaration, and obtain any necessary governmental permits and approvals.

2.9 To engage in activities which foster the common interests of Members.

2.10 To make, establish, amend, and enforce *reasonable* rules, policies, and regulations governing the use of the Property and other assets of the Master Association.

2.11 To buy or otherwise acquire, sell, dispose of, mortgage, encumber, exchange, lease, hold, use, hypothecate, dedicate, convey, operate, and otherwise deal in and with real, personal, and mixed property of all kinds and any right or interest therein for any purpose of the Master Association.

2.12 To borrow money to acquire real property and construct improvements thereon, and to mortgage such real property and improvements as security for the debt.

2.13 To borrow money for any Master Association purpose.

2.14 To enter into, make, perform, or enforce contracts of every kind and description, including service contracts which provide for the maintenance, operation and management of the Property, including contracts to employ personnel, retain independent contractors or professionals, and contracts for professional management and the delegation of certain powers and duties of the Master Association to such professional management.

2.15 To dedicate, sell, transfer, or grant easements in, all or any part of the Common Area and Airport to any public agency, authority, community development district, or utility.

2.16 To make improvements and expend monies on lands not owned by the Master Association, and lands geographically located within the boundaries of the Property, for the primary benefit of the members of the Master Association.

2.17 To participate in mergers and consolidations with other non-profit property owner associations.

ARTICLE VI – MEMBERS

1. The Master Association shall be a membership corporation without certificates or shares of stock. There shall be no cumulative voting.

2. The Owner of each Lot subject to the Master Declaration, and the Master Declarant, shall be a member of the Master Association and shall be entitled to vote, except that there shall be no vote for any Lot owned by the Master Association.

3. The Master Association shall have three (3) classes of voting membership, as follows:

3.1 **Members Other Than Master Developer (Class A and Class B).** Each Class A Lot and each Class B Lot shall be entitled to the number of votes per lot as specified in a supplement to the Master Declaration. Upon the recordation of the deed to a Lot, the Owner of the Lot shall automatically become either a Class A Member or a Class B Member as determined by the Lot type on the Subdivision Plat or within a Supplement. To assure receipt of notices and the right to vote, each Owner shall immediately furnish a copy of the Owner's recorded deed to the Master Association and any Subassociations in which the Owner is a member. When more

than one (1) person holds the ownership interest in any Lot all such Owners shall be Class A Members or Class B Members and the vote(s) appurtenant to their Lot shall be cast with respect to any Lot. No fractional votes may be cast. The vote(s) of a corporate Owner shall be cast by an officer of the corporation. If an Owner of a Lot acquires a portion of an adjacent Lot, except as approved in writing by the Master Association, the vote for such adjacent Lot shall be appurtenant to the portion of the Lot which has the greater or greatest square footage of the re-subdivided Lot.

3.2 Master Developer (Class C). Master Developer shall be entitled to cast twice the total number of votes that the total number of Class A and Class B Members are entitled to cast until Turnover at which time Master Developer shall have one vote for each Lot it owns. Master Developer shall have the right in its sole discretion to cast its own votes in any manner that it desires. The Class C Membership shall cease and terminate upon the earlier of (a) the conveyance of Master Developer of 90% of the Lots in all phases or units of the Suwannee Landing that will ultimately be operated by the Master Association after deletion of any Withdrawn Property, or (b) the voluntary termination by Master Developer of its Class C Membership. From and after the happening of the earlier of these events, the Class C Member shall be deemed to be a Class A Member or Class B Member as determined by Lot Type and shall have the same votes as any other Member for each Lot the Master Developer owns. As long as the Master Developer owns at least five (5%) percent of Lots or parcels in all phases of the proposed Suwannee Landing community which are held for sale in the ordinary course of business, Master Developer shall have the right but not the obligation to appoint one Director.

4. Class A and Class B Membership in the Master Association shall be established by recording in the Public Records of Suwannee County, Florida, a deed or other instrument establishing record title to a Lot subject to the Master Declaration. As of the moment of recordation, the Owner designated by such instrument thereby becomes a Member of the Master Association, and the membership of the prior Owner is terminated.

5. The interest of a Member in the funds and assets of the Master association cannot be assigned, hypothecated, or transferred in any manner, except as an appurtenance to the Lot. Said interest is not subject to anticipation, alienation, or the claims of any creditor, or any spouse for alimony or support, or others, or to legal process, and may not be voluntarily or involuntarily alienated or encumbered, or reached by any legal or equitable or other process including bankruptcy in satisfaction of any debt or liability, except as an appurtenance to the Lot.

ARTICLE VII – BOARD OF DIRECTORS

The Master Association shall be managed under the direction of a Board of Directors. The Master Association shall have three (3) directors initially. The number of Directors may be either increased or decreased from time to time by the Bylaws, but may never be less than the minimum required by statute. Directors need not be Member of the Master Association. Directors shall serve the terms set forth in the Bylaws, which may provide for staggered terms. The Directors may have the emergency powers enumerated in the Bylaws. The persons whose names appear below are the initial Directors of the Master Association to serve until their successors are elected or designated and shall qualify:

NAME	ADDRESS
Fred Treadway	16225 45 th Road Wellborn, Florida 32094

ARTICLE VIII – OFFICERS

The business of the Master Association shall be managed by officers, the nature, number, and duties of which shall be as determined from time to time by the Bylaws. The persons whose names appear below are appointed Officers of the Master Association to serve until the first election of officers by the Board of Directors and until their successors are appointed or elected and shall qualify:

President:	Fred Treadway
------------	---------------

ARTICLE IX - AIRPORT

9.1 **In General.** The Suwannee Landing is a predominantly residential development designed and intended to serve the aviation community to allow aircraft owners or operators to fly in and out of their residential community and keep their aircraft at or near their homes. All owner's guests, invitees, and licensees into the Suwannee Landing acknowledge that this is an aviation community and accept the burdens and risks associated therewith.

9.2 **Continuity of Airport.** Except as required by law or governmental regulation, there shall be no limitation of the use of the Airport, nor shall the maintenance or repair of the airport be discontinued or suspended, without the affirmative vote of ninety percent (90%) of Members of all classes.

9.3 **Private Airport.** The Airport is a private airport not a public airport and as such is not open to members of the public. A Member or their tenant (meaning a person who rents or leases property at the Suwannee Landing from a Member) are permitted to make specific oral or written offers to allow specific persons to visit the airport. The Master Association is expressly authorized to adopt an invitee policy which regulates invitations and restricts the public so as to comply with any laws or regulations governing private airports.

9.4 **Ground Traffic Rules and Regulations.** Notwithstanding anything contained in here to the contrary, the Master Association shall have the authority to adopt reasonable rules and regulations governing ground traffic of aircraft or any other vehicles on the runway, any taxiways or as otherwise within the Suwannee Landing and restrict flight paths of rotorcraft. No aerobatic, parachuting, gliders, hot air balloons, or remote controlled aircraft shall be permitted to operate out of, over, or land upon any portion of the Suwannee Landing without prior express approval of the Master Association and only for very limited and controlled purposes and events. The Master Association shall have the right to totally restrict such activities. The Master Association shall also have the authority to regulate reasonable hours or rules regulating the maintenance, repair or servicing of aircraft not directly related to an immediate take off or landing.

9.5 **Miscellaneous Provisions.** Notwithstanding anything contained in here to the contrary, the Master Developer by the Supplement for each Neighborhood or Additional Lands, shall have the right to impose weight restrictions on taxiways and designate run-up areas for aircraft.

ARTICLE X - INITIAL PRINCIPAL OFFICE

The initial principal office and mailing address of the corporation shall be 16225 45th Road, Wellborn, Florida 32094.

ARTICLE XI - INITIAL REGISTERED OFFICE AND AGENT

The initial registered agent of this corporation shall be Daniel J. Webster, whose address is 444 Seabreeze Boulevard, Suite 360, Daytona Beach, Florida 32118, and the street address of the initial registered office of this corporation shall be the same.

ARTICLE XII - INDEMNIFICATION

Without limiting applicable general law, the Master Association shall indemnify every officer, director, and master architectural review committee (MARC) member against any and all expenses, including trial and appellate attorney's fees and costs, reasonably incurred by or imposed upon any such officer, director or MARC member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which they are made a party by reason of being or having been such an officer, director, or MARC member, whether or not said individual still holds such capacity at the time such claim is made or expenses incurred. The officers, directors and MARC members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful malfeasance, misconduct, or bad faith. The officers, directors and MARC members shall have no personal liability with respect to a mistake of judgment, or any contract or other commitment made by them, in good faith, on behalf of the Master Association (except to the extent that such officers, directors or MARC members may also be Members of the Master Association), and the Master Association shall indemnify and forever hold each such officer, director or MARC member free and harmless (including attorney's fees and court costs) against any and all liability to others on account of any such mistake of judgment, contract or commitment, whether or not said individual is still in such capacity at the time such claim is made or expenses incurred. Any right to indemnification to which any

officer, director or MARC member, or former officer, director or MARC member, may be entitled by common law, statute or otherwise. The Master Association shall as a common expense maintain adequate insurance for this purpose, if such insurance is available for a reasonable price. Notwithstanding anything contained herein to the contrary, in instances where an officer, director, or MARC member admits or is adjudged guilty of willful malfeasance in the performance of his or her duties, the indemnification provisions contained herein shall not apply. In suits where willful malfeasance is alleged as a cause of action and the suit is proposed to be settled, the indemnification provisions set forth herein shall not be automatic and shall apply only when the Board of Directors approves their application to the settlement.

ARTICLE XIII – INCORPORATOR

The name and street address of the Incorporator of this Master Association is as follows:

Name	Address
Fred Treadway	16225 45 th Road Wellborn, Florida 32094

ARTICLE XIV – BYLAWS

The power to adopt, alter, amend or repeal Bylaws shall be as set forth in the Bylaws. Nothing herein or in the Bylaws shall limit the power of the Board of Directors to adopt Bylaws which make provision for managing the Master Association during an emergency in accordance with the provisions for same in the Florida Statutes.

ARTICLE XV – AMENDMENT

1. These Articles may be amended by the following methods:

1.1 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 be either the Annual Meeting or a Special Meeting. Any number of proposed amendments, may be submitted to the Members and voted upon by them at one meeting. The proposed amendment(s) shall be adopted upon receiving the affirmative vote of at least two-thirds (2/3) of all votes present at the meeting and entitled to vote thereon.

1.2 An amendment may be adopted by a written statement in lieu of a meeting, signed by all Directors, all Members entitled to vote at meetings of the Members, and Master Declarant setting forth their intention that an amendment to these articles be adopted.

2. No amendment shall be in conflict with the Master Declaration.

3. There shall be no amendment to these Articles which in the judgment of the Master Declarant might abridge, impair dilute, amend or alter the rights of the Master Declarant.

ARTICLE XVI – DEFINITIONS

All capitalized terms which are defined in the Master Declaration of Covenants, Conditions, and Restrictions for Suwannee Landing are used herein with the same intended meaning as defined in said Master Declaration.

ARTICLE XVII – GENERAL

1. The Master Association shall make no distributions of income to its directors or officers, except to the extent that any of them are Owners when a distribution is made to all Owners, or for the purpose of reimbursing actual expenses. This shall not prohibit the payment of a salary to an officer as may be provided from time to time in the Bylaws.

2. The Master Association is a Homeowners Association as defined in Florida Statute, Chapter 720, and not a cooperative association or condominium association.

3. These Articles are written in American English, and American English shall be the language employed to construe these Articles and resolve any conflict or unclarity herein.

4. The headings above the various Articles herein are to make it easier to locate the subject matter covered by various provisions, and are not to be used in construing these articles or ascertaining the intentions of the parties.

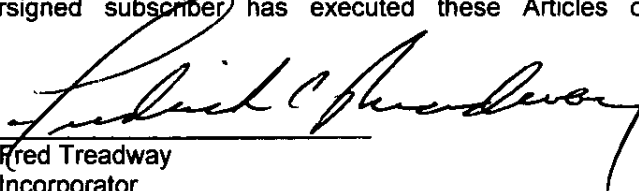
5. The use of the singular includes the plural, and the use of one gender includes the other and the neuter, wherever necessary to effectuate the intent of these Articles.

6. Should any provision of these Articles be, become, or be declared invalid, unenforceable, or illegal, the remaining provisions shall be and continue in full force and effect, and the invalid, unenforceable or illegal provision shall be construed to the maximum extent possible to effectuate its intent and the intent of the rest of the articles. In the event a provision is invalid, illegal, or unenforceable, under law at any given time, it shall not be permanently stricken but rather shall be suspended, and in the event that a later change in the law makes that provision valid, legal or enforceable, then that provision automatically come back into full force and effect contemporaneously with said change in the law.

7. In the event of termination, dissolution or final liquidation of the Master Association, the responsibility for the operation and maintenance of the surface water or storm water management system must be transferred to and accepted by an entity which would comply with sections 40C-42.027, F.A.C., and be approved by the Suwannee River Water Management District prior to such termination, dissolution or liquidation.

8. 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 subscriber has executed these Articles of Incorporation on March 29th 2010.

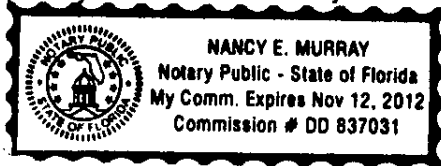

Fred Treadway
Incorporator

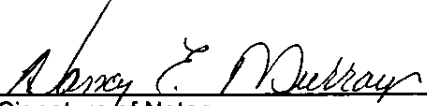
**STATE OF FLORIDA
COUNTY OF SUWANNEE**

I HEREBY CERTIFY that on this day before me personally appeared Fred Treadway (hereinafter "Affiant"), to me personally known to be the person described in and who executed the foregoing Articles of Incorporation, and who being placed under oath swore and acknowledged before me that Affiant executed the same as Affiant's free act and deed for the purposes set forth therein.

IN WITNESS WHEREOF I have set my hand and official seal in the place aforesaid this 29th day of March, 2010.

[Notary Seal must be affixed]




Signature of Notary

NANCY E. MURRAY
Name of Notary (Typed, Printed or Stamped)
Commission Number (if not legible on seal): _____
My commission Expires (if not legible on seal): _____

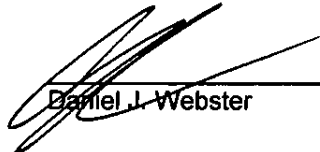
- ☒ Personally Known.
☐ Produced a current Florida driver's license as identification.
☐ Type of Identification Produced _____

ACCEPTANCE OF REGISTERED AGENT

BEFORE ME, the undersigned authority duly authorized in this jurisdiction to administer oaths, this day personally appeared Daniel J. Webster (hereinafter "Affiant") who, after being duly sworn, deposes, makes oath and says:

1. The Affiant accepts the designation as registered agent of Suwannee Landing Master Association, Inc., as set forth herein above;

2. The Affiant's street address as said registered agent is 444 Seabreeze Boulevard, Suite 360, Daytona Beach, Florida 32118.

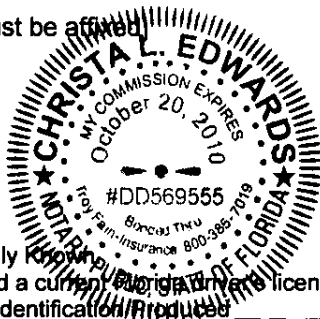

Daniel J. Webster

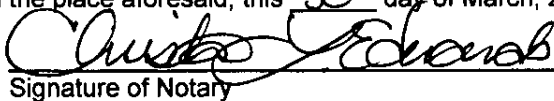
**STATE OF FLORIDA
COUNTY OF VOLUSIA**

BEFORE ME, the undersigned authority, this day, personally appeared Daniel J. Webster, to me personally known to be the person described in and who executed the foregoing instrument and who acknowledged to and before me that she executed said instrument for the purposes therein expressed.

WITNESS MY HAND and official seal in the place aforesaid, this 30th day of March, 2010.

[Notary Seal must be affixed]




Signature of Notary

Christa L. Edwards
Name of notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal): _____

My commission Expires (if not legible on seal): _____

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Personally Known
Produced a current Florida driver's license as identification.
Type of Identification/Production _____

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