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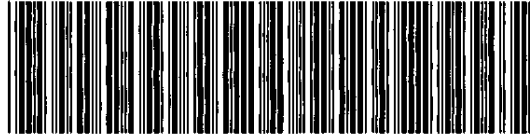
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COVER LETTER

Department of State
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

SUBJECT: Babcock Ranch Residential Association, Inc.

(PROPOSED CORPORATE NAME - MUST INCLUDE SUFFIX)

Enclosed is an original and one (1) copy of the Articles of Incorporation and a check for :

☒ \$70.00
Filing Fee

☐ \$78.75
Filing Fee &
Certificate of
Status

☐ \$78.75
Filing Fee
& Certified Copy

☐ \$87.50
Filing Fee,
Certified Copy
& Certificate

ADDITIONAL COPY REQUIRED

FROM: Jo Anne P. Stubblefield

Name (Printed or typed)

233 Peachtree Street, N.E., Suite 1200

Address

Atlanta, GA 30303

City, State & Zip

404-659-6600

Daytime Telephone number

gspeccr@kitsonpartners.com

E-mail address: (to be used for future annual report notification)

NOTE: Please provide the original and one copy of the articles.

**ARTICLES OF INCORPORATION
OF
BABCOCK RANCH RESIDENTIAL ASSOCIATION, INC.**

The undersigned, acting as incorporator of a corporation under the Florida Not For Profit Corporation Act (the "**Act**"), adopts the following Articles of Incorporation for the corporation:

Article 1. Name. The name of the corporation is Babcock Ranch Residential Association, Inc. For convenience, the corporation shall be referred to in this instrument as the "**Association.**"

Article 2. Principal Office. The initial principal office of the Association is located in Charlotte County, Florida. The street and mailing address of the initial principal office is 11390 Palm Beach Boulevard, Suite 204, Fort Myers, Florida 33905.

Article 3. Duration. The Association shall have perpetual duration, subject to any merger, consolidation or dissolution effected pursuant to Article 10.

Article 4. Definitions. All capitalized terms used herein that are not defined shall have the meaning set forth in the Community Charter for Babcock Ranch Residential Properties, recorded or to be recorded by Babcock Property Holdings, LLC, a Delaware limited liability company ("**Founder**"), in the public records of Charlotte County, Florida, and Lee County, Florida, as appropriate (as such Community Charter may be amended from time to time, the "**Charter**").

Article 5. Purposes. The Association does not contemplate pecuniary gain or benefit, direct or indirect, to its members. By way of explanation and not of limitation, the purposes for which the Association is organized are:

(a) to be and constitute the Association to which reference is made in the Charter, to perform all obligations and duties and to exercise all rights and powers of the Association as specified in the Charter and the other "**Governing Documents**" described therein, and as provided by law; and

(b) to provide an entity for the furtherance of the interests of the owners of real property now and hereafter made subject to the Charter (such real property is referred to in these Articles as the "**Community**").

Article 6. Powers. In furtherance of its purposes, the Association shall have the following powers, which, unless indicated otherwise by the Charter or the Association's by-laws, may be exercised by its Board of Directors:

(a) all of the powers conferred upon corporations not-for-profit by common law and Florida statutes in effect from time to time, including, without limitation, the power to sue and be sued; and

(b) all of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in these Articles, the Charter, and the Association's by-laws, including, without limitation, the following:

(i) to fix, levy, collect, and enforce payment of all charges or assessments authorized by the Charter by any lawful means; to pay all expenses in connection therewith and all administrative and other expenses incident to conducting the business of the Association including all licenses, taxes, or governmental charges levied or imposed against the property of the Association; and to use a portion of the collected assessments for the costs of maintenance, repair, management, and/or operation of the Water Management System described below;

(ii) to manage, control, operate, maintain, repair, and improve the Common Area (as defined in the Charter) and any other property for which the Association has a right or duty to provide such services pursuant to the Charter, other applicable covenants, or any agreement or contract, including the surface water management system facilities serving the property subject to the Charter and all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and associated buffer areas, and wetland mitigation areas which are a part thereof ("**Water Management System**"), except to the extent that maintenance thereof is the responsibility of the Babcock Ranch Community Independent Special District;

(iii) to make and enforce rules and regulations and to enforce covenants, conditions, or restrictions affecting any property to the extent the Association may be authorized to do so under the Charter or By-Laws;

(iv) to engage in activities that will actively foster, promote, and advance the common interests of all owners of property subject to the Charter;

(v) to buy or otherwise acquire, sell or otherwise dispose of, mortgage or otherwise encumber, exchange, lease, hold, use, 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 Association;

(vi) to borrow money for any purpose subject to such limitations as may be set forth in the Charter and the Association's by-laws;

(vii) to enter into, make, perform, and enforce contracts of every kind and description and to do all other acts necessary, appropriate, or advisable in carrying out any purpose of the Association, with or in association with any other association, corporation, or other entity or agency, public or private;

(viii) to act as agent, trustee, or other representative of other corporations, firms, or individuals, and as such to advance the business or ownership interests in such corporations, firms, or individuals;

(ix) to adopt, alter, and amend or repeal such by-laws ("**By-Laws**") as may be necessary or desirable for the proper management of the Association's affairs; provided, any amendment is subject to Voting Delegate approval to the extent required in the By-Laws, and such By-Laws may not be inconsistent with or contrary to any provisions of the Charter; and

(x) to provide any and all supplemental municipal services to the Community as may be necessary or desirable.

The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers that may now or hereafter be allowed or permitted by law; and the powers

specified in each of the paragraphs of this Article are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph or provision of this Article.

Article 7. Members. The Association shall be a membership corporation without certificates or shares of stock. The Owner of each Unit, as those capitalized terms are defined in the Charter, shall be a member of the Association and shall be entitled to a vote for such Unit, subject to the limitations set forth in the Charter and the By-Laws, to be cast by the Voting Delegate representing such Unit except as provided in the Charter and By-Laws. In addition, the Founder shall be a Member and entitled to vote for such period as provided in the Charter, regardless of whether the Founder owns any Unit.

Change of an Owner's membership in the Association shall be established by recording in the Official Records of Charlotte County or Lee County, Florida, as applicable, a deed or other instrument establishing record title to a Unit. Upon such recordation, the Owner designated by such instrument shall become a member of the Association and the membership of the prior Owner shall terminate.

Article 8. Board of Directors. The Association's affairs shall be conducted, managed, and controlled by a Board of Directors consisting of three to seven directors. The Board may delegate its operating authority to such corporations, individuals, and committees as it, in its discretion, may determine.

The initial Board of Directors shall consist of three persons. The names and addresses of the initial directors, who shall serve until their successors are elected and have qualified, or until their resignation or removal, are as follows:

William Vander May	11390 Palm Beach Boulevard, Suite 204, Fort Myers, Florida 33905
Elizabeth Andres	11390 Palm Beach Boulevard, Suite 204, Fort Myers, Florida 33905
Michael Acosta	11390 Palm Beach Boulevard, Suite 204, Fort Myers, Florida 33905

The number of directors, method of election and removal, method of filling vacancies, and term of office of directors shall be as set forth in the By-Laws.

Article 9. Liability and Indemnification of Directors. To the extent consistent with the Florida Not For Profit Corporation Act, as it exists on the date hereof or as it may hereafter be amended, the Association shall indemnify its officers and directors as required by the Charter and By-Laws. No director of the Association, including any director appointed by the Founder, shall be personally liable to the Association or its members for monetary damages for breach of duty of care or other duty as a director, if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe that such action was unlawful. The termination of any such action, suit, or proceeding by judgment, order, settlement, conviction, or a plea of nolo contendere or its equivalent shall not in and of itself create a presumption that the director did not act in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interest of the Association or that he or she had reasonable cause to believe that his or her conduct was unlawful. No amendment to or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any director for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

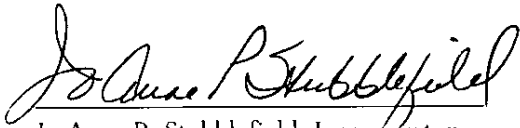
Article 10. Merger, Consolidation or Dissolution. The Association may merge, consolidate, or effect its dissolution only upon a resolution duly adopted by its Board of Directors, with the written consent of the Founder during the Development and Sale Period (as defined in the Charter), and either: (a) the affirmative vote of Voting Delegates entitled to cast at least two-thirds (2/3) of the votes entitled to be cast at a meeting at which a quorum is represented; or (b) the written consent of all Voting Delegates. In the event of termination, dissolution, or final liquidation of the Association, the control or right of access to the property containing any portion of the Water Management System owned by the Association shall be conveyed or dedicated to an appropriate governmental unit or public utility or, if not accepted by a governmental unit or public utility, conveyed to a not for profit corporation similar in nature to the Association, which shall assume the Association's responsibilities with respect to such Water Management System, which entity must be approved by the South Florida Water Management District prior to any such termination, dissolution, or liquidation.

Article 11. Amendments. During the Founder Control Period, these Articles may be amended by the Board of Directors without a vote of the membership. Thereafter, these Articles may be amended only upon a resolution duly adopted by the Board of Directors, with the written consent of the Founder during the Development and Sale Period, and either the affirmative vote or written consent of Voting Delegates entitled to cast at least two-thirds (2/3) of the votes in the Association. Written notice setting forth any proposed amendment or a summary of the changes to be effected by the amendment shall be given to each Voting Delegate entitled to vote on the proposed amendment. No amendment may be in conflict with the Charter, and no amendment shall be effective to impair or dilute any rights of the Members granted under the Charter.

Article 12. Incorporator. The name and address of the incorporator are Jo Anne P. Stubblefield, Hyatt & Stubblefield, P.C., 233 Peachtree Street, N.E., Suite 1200, Atlanta, GA 30303.

Article 13. Registered Agent and Office. The initial registered office of the Association is 4500 PGA Boulevard, Suite 400, Palm Beach Gardens, Florida 33418, and the initial registered agent at such address is George Speer.

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation.


Jo Anne P. Stubblefield, Incorporator

**CERTIFICATE OF DESIGNATION
REGISTERED AGENT/REGISTERED OFFICE**

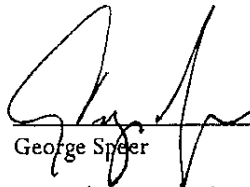
Pursuant to the provisions of Section 617.0501, Florida Statutes, the undersigned corporation, organized under the laws of the State of Florida, submits the following statement in designating the registered office/registered agent, in the State of Florida.

1. The name of the corporation is: Babcock Ranch Residential Association, Inc.
2. The name and address of the registered agent and office is:

George Speer
4500 PGA Boulevard, Suite 400
Palm Beach Gardens, Florida 33418

HAVING BEEN NAMED AS REGISTERED AGENT TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.

Signature


George Speer

Date

6-20-16