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FLORIDA PROFIT/NON PROFIT CORPORATION
SOUTHBRANCH CROSSING NEIGHBORHOOD ASSOCIATION, INC.

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**ARTICLES OF INCORPORATION OF
SOUTHBRANCH CROSSING NEIGHBORHOOD ASSOCIATION, INC.**

The undersigned incorporator hereby acknowledges and adopts these Articles of Incorporation ("Articles") for the purpose of forming a corporation not for profit under the laws or the State of Florida.

**ARTICLE I
DEFINITIONS**

Section 1. Declaration. "Declaration" shall mean and refer to the Declaration of Covenants, Restrictions, Easements, Charges and Liens for Southbranch Crossing recorded or to be recorded by Declarant in the Marion County public records, as amended and supplemented from time to time.

Section 2. Other Terms. Unless expressly provided herein to the contrary, all capitalized terms used in these Articles shall have the meanings assigned to those terms by the Declaration.

**ARTICLE II
NAME**

The name of the corporation is Southbranch Crossing Neighborhood Association, Inc. For convenience, the corporation shall be referred to herein as "Southbranch Crossing Neighborhood Association".

**ARTICLE III
COMMENCEMENT, DURATION AND TERMINATION**

Southbranch Crossing Neighborhood Association shall commence existence upon the filing of these Articles with the Florida Department of State. The corporation shall have perpetual existence.

In the event of the termination, dissolution or final liquidation of Southbranch Crossing Neighborhood Association, then prior to such termination, dissolution or liquidation the control or right of access to the property containing any portions of the Surface Water Management System Facilities that are the responsibility of Southbranch Crossing Neighborhood Association shall be conveyed or dedicated to an appropriate governmental unit or public utility and, if not accepted, then the control or right of access to the said property and the Surface Water Management System Facilities located therein shall be conveyed to a non-profit corporation similar to Southbranch Crossing Neighborhood Association.

ARTICLE IV
PRINCIPAL OFFICE AND MAILING ADDRESS

The initial principal office and mailing address of Southbranch Crossing Neighborhood Association is 8445 SW 80th Street, Ocala, FL 34481. The Board may change the principal office and/or mailing address of Southbranch Crossing Neighborhood Association at any time and from time to time without amending these Articles.

ARTICLE V
REGISTERED OFFICE AND REGISTERED AGENT

The initial Registered Agent of the Association shall be STEARNS WEAVER MILLER WEISSLER ALHADEFF & SITTERSON, P.A. C/O REGGIE BOUTHILLIER, ESQ., whose street address is 106 E. College Avenue, Suite 700, Tallahassee, Florida 32301. The Board may change the principal office and/or registered agent of Southbranch Crossing Neighborhood Association at any time and from time to time without amending these Articles.

ARTICLE VI
PURPOSE

The purpose for which Southbranch Crossing Neighborhood Association is organized is to carry out the duties and exercise the powers imposed or conferred upon Southbranch Crossing Neighborhood Association pursuant to the Declaration.

ARTICLE VII
POWERS AND AUTHORITY

Section 1. Generally. Southbranch Crossing Neighborhood Association shall have all the common law and statutory powers and authority of a corporation not for profit organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Governing Documents. Southbranch Crossing Neighborhood Association shall also have the power to do any and all lawful things which may be authorized, assigned, required or permitted to be done by the Governing Documents and to do and perform any and all acts which may be necessary or proper for, or incidental to the carrying out of any of the duties or the exercise of any of the powers of Southbranch Crossing Neighborhood Association for the benefit of the Members and for the maintenance, administration and improvement of the Common Properties.

Section 2. Certain Express Powers. Without the generality of Section 1 above, Southbranch Crossing Neighborhood Association shall have the following express powers and authority: (a) to acquire, own, operate, mortgage, encumber, convey, lease and exchange property of any and all types and uses; (b) to operate and maintain the Surface Water Management System Facilities (in the event not performed by the Master Association), including but not limited to all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas; (c) to promulgate and enforce rules and regulations; (d) to

levy and collect Assessments against the Owners and their Residential Units; (e) to sue and be sued; (f) to contract for services to provide for operation and maintenance of the Surface Water Management System Facilities (to the extent not performed by the Master Association); (g) to accept forms of surety related to the construction of improvements for Southbranch Crossing and to enforce the terms thereof; and (h) to take any other action necessary or desirable to carry out any purpose for which Southbranch Crossing Neighborhood Association has been organized.

Section 3. Managers, Employees and Professionals. Southbranch Crossing Neighborhood Association may also obtain and pay for the services of any person or entity to manage any of its affairs, to perform any of its duties or exercise any of its prerogatives, Southbranch Crossing Neighborhood Association may employ personnel for such purposes. In addition, Southbranch Crossing Neighborhood Association may engage engineering, architectural, construction, legal, accounting and other consultants whose services are necessary or desirable in connection with the operation of Southbranch Crossing Neighborhood Association and the administration and enforcement of the Governing Documents. All costs and expenses incurred for the employment of any manager, employee or consultant shall be collectible via Assessment.

Section 4. Limitations. The foregoing is subject to the qualifications that the duties, powers and authority of Southbranch Crossing Neighborhood Association shall be limited to Southbranch Crossing Neighborhood Association and the Common Properties associated therewith, and that, in all matters, the powers and authority of Southbranch Crossing Neighborhood Association shall be subject and subordinate to the overriding power and authority or the Master Association, if any, in matters in which the power and authority of the two associations may overlap.

Section 5. No Profits or Distributions. Southbranch Crossing Neighborhood Association does not contemplate pecuniary gain or profit. Southbranch Crossing Neighborhood Association shall not pay dividends and no part of any income of Southbranch Crossing Neighborhood Association shall be distributed to its Members.

ARTICLE VIII **NO IMPLIED AUTHORITY**

No Member or Owner shall have any authority to act for or on behalf of, or to bind, Southbranch Crossing Neighborhood Association by reason of being a Member or Owner.

ARTICLE IX **MEMBERSHIP AND VOTING**

Section 1. Members. Declarant and each Owner of a Residential Unit in Southbranch Crossing Neighborhood Association shall be Members of the Southbranch Crossing Neighborhood Association. Southbranch Crossing Neighborhood Association membership of each Owner (other than Declarant) shall be appurtenant to and may not be separated from the Residential Unit giving rise to such membership, and shall not be transferred except upon the transfer of title to said Residential Unit, and then only to the transferee of title thereto. Any prohibited separate transfer shall be void. Any transfer of title to a Residential Unit in

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Southbranch Crossing Neighborhood Association shall operate automatically to transfer the membership in Southbranch Crossing Neighborhood Association appurtenant thereto to the new Owner of that Residential Unit. Every Owner, including Declarant, shall be treated for all purposes as the owner of a separate membership interest in Southbranch Crossing Neighborhood Association for each Residential Unit (or potential Residential Unit in the case of Declarant) in which they hold the interest required for membership, irrespective of whether such ownership is joint, in common or as tenants by the entirety. Declarant may freely assign, hypothecate and transfer to any other person or entity any of Declarant's membership or voting interest (including but not limited to any one or more of Declarant's Class "B" Member votes or, following conversion, any one or more of Declarant's Class "A" Member votes) Southbranch Crossing Neighborhood Association, and any of its interest, if any, in the funds or other assets of Southbranch Crossing Neighborhood Association by instrument recorded in the Marion County public records.

Section 2. Voting Rights. Southbranch Crossing Neighborhood Association shall have two (2) classes of voting membership:

(a) **Class "A".** Class "A" Members shall be all Owners of Residential Units in Southbranch Crossing, with the exception of the Class B Members for so long as the Class "B" Membership shall exist. Each Class "A" Member shall be entitled to cast one (1) vote for each Residential Unit in which such Member holds the interest required for membership.

(b) **Class "B".** Class "B" Members shall be Declarant and each person or entity, if any, to whom or to which Declarant may assign by instrument recorded in the Marion County public records any one or more of Declarant's Class "B" votes. Initially, Class "B" Members shall be entitled to nine (9) votes for each Residential Unit owned; provided, however, as to land which is annexed or added pursuant to the terms of this Declaration, the Declarant shall be entitled to fourteen (14) votes per acre or fraction thereof contained within such annexed lands until such time as the annexed land is platted, whereupon the Declarant shall be entitled to nine (9) votes per Residential Unit in lieu of the votes per acre.

In addition, the Class "B" membership shall convert to Class "A" membership upon Turnover.

From and after the happening of any one or these events, Declarant shall advise Southbranch Crossing Neighborhood Association membership or the termination and conversion of the Class "B" membership.

Section 3. Multiple Owners. Each vote in Southbranch Crossing Neighborhood Association must be cast as a single vote, and fractional votes shall not be allowed. In the event that joint or multiple Owners of any Residential Unit are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner casts a vote on behalf of a particular Residential Unit, it shall be conclusively presumed for all purposes that such Owner was acting with the authority and consent of all other Owners of that Residential Unit. In the event more than one vote is cast for any Residential Unit, none of the votes for that Residential Unit shall be counted.

Section 4. Quorum. The holders of thirty percent (30%) of the voting interests in Southbranch Crossing Neighborhood Association, represented in person or by proxy, shall constitute a quorum at meetings of the Member of the Southbranch Crossing Neighborhood Association.

Section 5. Declarant Veto Power. Until Turnover or December 31, 2075, whichever occurs first, Declarant shall have the power and authority to veto any and all decisions, actions, policies and programs of Southbranch Crossing Neighborhood Association and the Board. Declarant shall be provided written notice of each meeting of the Board or the Members at which any decision, action, policy or program will be considered, which notice shall be sent or delivered not less than ten (10) days prior to such meeting by certified mail, return receipt requested, next business day commercial courier service or personal delivery, and which notice shall set forth with reasonable particularity the agenda to be followed at that meeting. Declarant shall be given the opportunity at the meeting to have its representatives join in the discussion of the proposed decision, action, policy or program of Southbranch Crossing Neighborhood Association or the Board. Except as provided below, Declarant's veto must be exercised by Declarant within twenty-one (21) days after the meeting at which the decision, action, policy or program is voted upon or adopted. If any decision, action, policy or program is to be implemented or take effect without the formality of a meeting, then Declarant shall be provided written notice and description of the proposed decision, action, policy or program at least twenty-one (21) days in advance of the implementation or taking effect thereof, and Declarant shall have twenty-one (21) days after receipt of such notice and description to exercise its veto. No decision, action, policy or program of Southbranch Crossing Neighborhood Association or the Board shall be implemented or take effect unless and until all of the foregoing requirements are satisfied and only if Declarant does not exercise Declarant's veto power. If Declarant vetoes the proposed decision, action, policy or program of Southbranch Crossing Neighborhood Association or the Board, then the vetoed decision, action, policy or program shall not be implemented or take effect. Declarant's veto power does not include the power to require any affirmative action on the part of Southbranch Crossing Neighborhood Association or the Board.

ARTICLE X **GOVERNANCE**

Section 1. Generally. The Board and such officers as the Board may appoint shall conduct the affairs of Southbranch Crossing Neighborhood Association in accordance with the Governing Documents.

Section 2. Qualifications. Each office and each director must be either an Owner or an officer, director, employee or appointee or Declarant or the Management Company.

Section 3. Board of Directors. Southbranch Crossing Neighborhood Association shall be governed by a Board consisting of no less than three (3) and no more than five (5) members. Initially, the Board shall consist of three (3) members, with the number thereafter to be determined by the members of the Board; provided, however, that there shall always be an odd

number of directorships created and no director's term shall be shortened by reason of a resolution reducing the number of directors. At the discretion of the Board, the terms of the directors may be staggered.

The names and address of the members of the first Board of Directors who shall serve until their successors are appointed by Declarant or elected by the Members and have taken office are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Kenneth D. Colen	8445 SW 80 th Street Ocala, FL 34481
C. Guy Woolbright	8445 SW 80 th Street Ocala, FL 34481
Robert Stepp	8445 SW 80 th Street Ocala, FL 34481

Anything in this Articles to the contrary notwithstanding, Declarant shall be entitled to appoint all members of the Board until fifty percent (50%) of all the Lots ultimately planned for Southbranch Crossing are conveyed to Owners other than Declarant following which, pursuant to Section 720.307(2), Florida Statutes (2024), Owners other than Declarant are entitled to elect one (1) member of the Board (the "Pre-Turnover Director"), provided the Owners exercise such right. In the event the Owners do not exercise the right to elect the Pre-Turnover Director, then a vacancy on the Board shall occur and the remaining members of the Board may fill such vacancy. Transition of operation of the Association from the Declarant to Owners shall occur within three (3) months of the occurrence of the following events, whichever occurs first ("Turnover"):

(a) When ninety percent (90%) of all Residential Units ultimately planned for Southbranch Crossing Property have been conveyed to Owners other than Declarant;

(b) At such earlier date as may be selected by Declarant, in its sole and absolute discretion; or

(c) As otherwise required by Section 720.307, Florida Statutes (2024).

For purposes of this paragraph, the term "Owners other than Declarant" shall not include builders, contractors, or others who purchase a Residential Unit for the purpose of constructing improvements thereon for resale. After Declarant relinquishes control of the Board, Declarant may exercise the right to vote any Declarant-owned voting interests in the same manner as any other Member, except for purposes of reacquiring control of Southbranch Crossing Neighborhood Association or selecting the majority of the members of the Board.

Any director to be appointed to fill a vacancy in the Board as to which Declarant has the power of appointment, and each new directorship created by reason of an increase in the size of the Board as to which Declarant has the power of appointment, shall be appointed by Declarant. Otherwise, any vacancy occurring in the Board and any directorship to be filled by reason of an increase in the size of the Board may be filled by the affirmative vote of a majority of the current directors, though less than a quorum of the Board, or may be filled by an election at an annual or special meeting of the Members called for that purpose. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office, or until the next election of one or more directors by Members if the vacancy is caused by an increase in the number of directors.

ARTICLE XI **OFFICERS**

Subject to the direction and higher authority of the Board, the day-to-day affairs of Southbranch Crossing Neighborhood Association shall be administered by the officers of Southbranch Crossing Neighborhood Association appointed from time to time by the Board. The officers shall include a Chairman of the Board, a President, one or more Vice Presidents, a Secretary and a Treasurer, and may also include such other officers as may be appointed from time to time by the Board. The officers shall be appointed by the Board and they shall serve at the pleasure of the Board. The officers who shall serve until their successors are appointed by the Board and have taken office are as follows:

<u>OFFICE</u>	<u>NAME AND ADDRESS</u>
Chairman and President	Kenneth D. Colen 8445 SW 80 th Street Ocala, FL 34481
Vice Chairman/Vice President	C. Guy Woolbright 8445 SW 80 th Street Ocala, FL 34481
Secretary and Treasurer	Robert Stepp 8445 SW 80 th Street Ocala, FL 34481

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ARTICLE XII **BYLAWS**

The Bylaws of Southbranch Crossing Neighborhood Association shall be adopted by the initial Board of Directors and may be amended in the manner provided in the Bylaws.

ARTICLE XIII **EXCULPATION AND INDEMNIFICATION**

All agreements entered into by the directors and officers of Southbranch Crossing Neighborhood Association on behalf of and with the authority of Southbranch Crossing Neighborhood Association shall be deemed executed by them as agent for Southbranch Crossing Neighborhood Association and Southbranch Crossing Neighborhood Association shall indemnify and hold them harmless from and against all contractual liabilities to others arising out of such agreements.

Except to the extent a director or officer has knowledge concerning a matter in question that makes reliance unwarranted, a director or officer, in discharging his or her duties, may rely on information, opinions, reports or statements, including financial statements and other data, if prepared or presented by: one or more officers or employees of Southbranch Crossing Neighborhood Association whom the director or officers reasonably believes to be reasonable and competent in the manners presented; legal counsel, public accountants or other persons as to matters the director or officer reasonably believes are within the persons' professional or expert competence; or a committee if director or officer reasonably believes the committee merits confidence.

In the absence of bad faith, illegality and gross negligence, no director or officer of Southbranch Crossing Neighborhood Association shall be liable to Southbranch Crossing Neighborhood Association or any Owner for any decision, action or omission made or performed by such director or officer in the course of his or her duties on behalf of Southbranch Crossing Neighborhood Association.

Southbranch Crossing Neighborhood Association shall defend, indemnify and hold harmless any person who is made a party or is threatened to be made a party to any action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a director or officer of Southbranch Crossing Neighborhood Association, but only if and to the extent he or she acted in good faith, without gross negligence and, with respect to any criminal action or proceeding, he or she reasonably believed his or her conduct was lawful. This obligation includes, without limitation, payment of all judgments, fines, penalties, interest, settlement amounts and expenses (including without limitation court costs and reasonable attorney, paralegal and expert fees and disbursements, and all other costs and expenses reasonably incurred in connection with any litigation or administrative, bankruptcy or reorganization proceeding) actually and reasonably incurred by him or her in connection with any such action, suit or proceeding.

The termination of any action, suite, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, not, of itself, create a presumption that the person did not act in good faith, or, with respect to any criminal action or proceeding, that such person did not reasonably believe that his or her conduct was lawful.

Expenses incurred in defending an action, suit or proceeding covered by this article shall be paid by Southbranch Crossing Neighborhood Association as incurred from time to time rather than only after the final disposition of such action, suit or proceeding. Payment of such expenses shall be authorized by the Board in each specific case only after receipt by Southbranch Crossing Neighborhood Association of an undertaking by or on behalf of the director or officer to repay

such amounts if it shall later develop that he or she is not entitled to be defended, indemnified and held harmless by Southbranch Crossing Neighborhood Association.

The defense, indemnification and hold harmless provided by this article shall not be deemed to be exclusive of any other rights to which Southbranch Crossing Neighborhood Association's directors and officers may be entitled under the Governing Documents, any agreement binding on Southbranch Crossing Neighborhood Association, any vote of the Members or disinterested directors, applicable law or otherwise. The rights of defense, indemnification and hold harmless hereunder shall continue as to a person who has ceased to be a director or officer for all actions, events and circumstances taken or occurring while he or she held office and said rights shall inure to the benefit of the personal representative and heirs of any such person.

Southbranch Crossing Neighborhood Association shall have the power, but shall not be obligated, to purchase and maintain as part of the Common Service Fee insurance to provide coverage for any liability asserted against or expense incurred by any director or officer of Southbranch Crossing Neighborhood Association in his or her capacity as such, whether or not Southbranch Crossing Neighborhood Association would have the power to indemnify him or her under this article.

Southbranch Crossing Neighborhood Association shall be only obligated to indemnify a person otherwise entitled to indemnification under this article if and to the extent such person is not indemnified by any insurance maintained by the Southbranch Crossing Neighborhood Association or that person. Accordingly, any person otherwise entitled to indemnification under this article shall first seek indemnification from any insurance maintained by Southbranch Crossing Neighborhood Association or that person before seeking indemnification from Southbranch Crossing Neighborhood Association. If and to the extent any judgment, fine, penalty, interest, settlement amount or expense is paid pursuant to insurance maintained by Southbranch Crossing Neighborhood Association or the person entitled to indemnification, Southbranch Crossing Neighborhood Association shall have no obligation to reimburse the insurance company.

ARTICLE XIV
TRANSACTION IN WHICH DIRECTOR OR OFFICER IS INTERESTED

No contract or transaction between Southbranch Crossing Neighborhood Association and any one or more of its directors or officers, or between Southbranch Crossing Neighborhood Association and any Affiliate or other corporation, partnership, association, or other organization in which one or more of Southbranch Crossing Neighborhood Association's directors or officers are directors or officers, or have a financial interest, shall be invalid, void or voidable solely for such reason, or solely because the director or officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because his, her or their votes are counted for such purpose. No director or officer of Southbranch Crossing Neighborhood Association shall incur liability by reason of the fact that he or she is or may be interested in any such contract or transaction. Interested directors may be counted in

determining the presence of a quorum at a meeting of the Board or of a committee which authorized the contract or transaction.

ARTICLE XV 55 AND OLDER COMMUNITY

Southbranch Crossing Neighborhood Association has been designated as housing for persons fifty-five (55) years of age or older. At least eighty percent (80%) of the Dwellings in the Community must be occupied by at least one person who is fifty-five (55) years of age or older. In order to ensure that the Community qualifies as housing for persons fifty-five (55) years of age or older under the Federal Fair Housing Act (42 U.S.C. 3601, et seq.), satisfies the occupancy and age verification requirements of Rule 100.307 of the U.S. Department of Housing and Urban Development (24 C.F.R. 100.307), and complies with the requirements of the Florida Fair Housing Act (Chapter 760, Florida Statutes) and the rules and regulations of the Florida Commission on Human Relations, a survey of the residents of the Community will be conducted and updated by the Association as and to the extent required by applicable law. Each Occupant shall cooperate with the Association in its efforts to comply with the requirements of the above-mentioned acts and rules and regulations, and with all other applicable laws. Such cooperation shall include (but shall not be limited to) providing to the Association, within 10 days after written request, such information (such as but not limited to identification of whether at least one occupant of the Dwelling is 55 years of age or older and the current age or date of birth of such person) and signed surveys, sworn affidavits, certifications and other reliable, legally sufficient documentation as may be required from time to time by the Association.

Developer and the Association shall have the authority to make any additional capital improvements upon the Common Properties necessary to provide facilities or services specifically designed to meet the requirements of the Fair Housing Act, as amended, and other applicable laws.

No child under the age of seventeen (17) years shall be allowed to reside in any Dwelling in the Community. An Owner who owns and occupies his or her own Residential Unit may permit (1) one minor only to reside in the Dwelling with him or her, but only if the minor is at least seventeen (17) years of age and a member of that Owner's family. The test for residency by minors shall be either (a) residency in any Dwelling for any period exceeding one (1) month, accompanied by enrollment in a public or private school or institution located within Marion County, Florida, (b) residency in any Dwelling for a cumulative period of six (6) months or longer.

Notwithstanding the foregoing, in the event any modification to the Federal Act and the Florida Act which would make less restrictive the requirements for eligibility for the exemption for "housing for older persons" provided by both the Federal and Florida Acts, then, in such event, those less restrictive standards may, in the sole discretion of the Board, be adopted by the Board alone and shall supersede and replace the eighty percent (80%) occupancy standard described herein.

ARTICLE XVI

AMENDMENTS

Section 1. Members. Subject to the limitation set forth in Subsection (c) below, the veto power of the Declarant as set forth in the Declaration and any limitation on amendment imposed by law, these Articles may be amended by the Members in accordance with this section. The Members may change or amend any provision hereof either by written agreement setting forth the amendment and signed by the holders of at least two-thirds (2/3) of the votes of Southbranch Crossing Neighborhood Association (without regard to class), or by causing an amendment resolution to be adopted by the Members by vote at a meeting duly called for that purpose. A proposed amendment may be initiated by Declarant, by the Board or by petition signed by holders of at least ten percent (10%) of the votes in Southbranch Crossing Neighborhood Association.

(a) If a proposed amendment is to be adopted by vote, a written copy of the proposed amendment shall be furnished to each Member at least thirty (30) days but not more than ninety (90) days prior to the meeting to vote on the proposed amendment, and the affirmative vote required for adoption shall be two thirds (2/3) of the votes of those Members (without regard to class) who shall be present in person or by proxy at a meeting duly called for that purpose.

(b) The amendment shall take effect upon the recordation in the Marion County public records of either one of the following, or at any later date specified in the amendment itself; (i) an executed agreement of the Member, as provided above; or (ii) a certified copy of a resolution duly-adopted by vote of the Members, as provided above, and signed by an officer of Southbranch Crossing Neighborhood Association. If applicable, the recorded officer's certificate shall recite that notice was given as required above and said recitation shall be conclusive as to all parties, and all parties of any nature whatsoever shall have full right to rely upon said recitation in such officer's certificate.

(c) For so long as Declarant shall own any portion of Southbranch Crossing Neighborhood Association or shall have the right to annex Additional Property to the Declaration, no Declarant related amendment shall be made to any of the Governing Documents unless such amendment is first approved in writing by Declarant. Any amendment shall be deemed to be Declarant related if it does any of the following: (i) directly or indirectly by its provisions or in practical application relates to Declarant in a manner different from the manner in which it relates to other Owners; (ii) modifies the definitions provided for by Article I of the Declaration in a manner which alters Declarant's rights or status; (iii) modifies or repeals any provision of Article II of the Declaration; (iv) alters the character and rights of membership as provided for by Article IX of these Articles or affects or modifies in any manner whatsoever the rights of Declarant as a Member of Southbranch Crossing Neighborhood Association; (v) alters or conflicts with any agreements between Declarant and any governmental or quasi-governmental authority or utility provider respecting any land use or zoning approval or entitlement, street, easement or facility relating to or serving any of Southbranch Crossing; (vi) denies the right of Declarant to convey to Southbranch Crossing Neighborhood Association any Common Properties; (vii) modifies the basis or manner of assessment or exemption from assessment applicable to Declarant or any lands or improvements owned by Declarant; or (viii) alters or repeals any provision of the Governing Documents pertaining to Declarant's rights.

Section 2. Declarant. For so long as Declarant is entitled to appoint a majority of the members of the Board or Southbranch Crossing Neighborhood Association, Declarant may amend these Articles by an instrument in writing filed in the Marion County public records, without the approval of Southbranch Crossing Neighborhood Association, any Owner or any mortgage holder; provided, however, that: (a) if the proposed amendment by Declarant pursuant to this section would materially and adversely alter or change any Owner's right to the use and enjoyment of that Owner's Residential Unit, the Common Properties as set forth in this Declaration or would adversely affect the marketability of title to any Resident Unit, the amendment shall require the written consent of the Owner holding a majority of the Class "A" votes in Southbranch Crossing Neighborhood Association; and (b) if the proposed amendment by Declarant pursuant to this section would materially and adversely affect the security interest of any lender, the amendment shall require the written consent of the lender so affected by the proposed amendment. Any amendment made pursuant to this section shall be certified by Declarant as having been duly approved by Declarant, and, if required, by the applicable Owner or lender, and shall be effective upon being filed in the Marion County public records, or upon such later date as may be specified in the amendment itself.

Each Owner, by acceptance of a deed or other conveyance to a Residential Unit, and each member, agrees to be bound by such amendments as are permitted by this section and further agrees that, if requested to do so by Declarant, the Owner or Member will consent to the amendment of these Articles if either: (a) the amendment is necessary to bring any provision hereof or thereof into compliance or conformity with the provisions of any applicable governmental statute, rule, or regulations or any judicial determination which shall be in conflict therewith; (b) the amendment is necessary to enable a licensed title insurance company to issue title insurance coverage with respect to any of Southbranch Crossing; (c) the amendment is required by an institutional or governmental lender, purchaser or guarantor of mortgage loans, including, for example, Federal Department of Housing and Urban Development, Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender, purchaser or guarantor to make or purchase mortgage loans on any of Southbranch Crossing; or (d) the amendment is necessary to enable any governmental agency or a licensed private insurance company to insure mortgages on any of Southbranch Crossing.

Section 3. Surface Water Management System Facilities. Any amendment to these Articles that would affect the Surface Water Management System Facilities or the operation and maintenance of the Surface Water Management System Facilities shall have the prior written approval of the District.

Section 4. Recording. A copy of each amendment shall be filed with the Secretary of State in accordance with Florida law and a copy certified by the Secretary of State shall be recorded in the Marion County public records.

Section 5. Limitation. These Articles may not be amended or interpreted so as to conflict with the Declaration. In the event of any such conflict, the provisions of the Declaration shall prevail.

ARTICLE XVII INCONSISTENCY

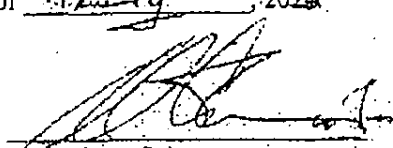
In the event of any inconsistency between the terms and provisions contained in the Declaration and those contained in these Articles of Incorporation, the terms and Provisions of the Declaration shall prevail.

ARTICLE XVII INCORPORATOR

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

Kenneth D. Colen
8445 SW 80th Street
Ocala FL 34481

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, being the Incorporator of this Association, has executed these Articles of Incorporation as of this 12 day of January, 2025.


Kenneth D. Colen

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COUNTY OF ALACHUA

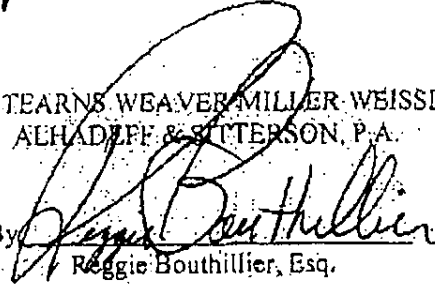
ACCEPTANCE BY REGISTERED AGENT

The undersigned, having been named to accept service of process for the above-stated corporation at the place designated in this certificate, hereby agrees to act in this capacity, and is familiar with, and accepts, the obligations of this position and further agrees to comply with the provisions of all statutes relative to the proper and complete performance of its duties.

Dated this 14th day of January, 2025.

STEARNS WEAVER MILLER WEISSLER
ALHADIEFF & SUTTERSON, P.A.

By


Reggie Bouthillier, Esq.

Registered Office:

106 E. College Avenue, Suite 700
Tallahassee, Florida 32301

Principal Corporation Office:

8445 S.W. 80th Street
Ocala, Florida 34481

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