

1-10-96

N960000000188

CORPORATE

CORPORATION INFORMATION SERVICES

(Requestor's Name)

1201 Hays Street

(Address)

(904)

Tallahassee, FL 32301 222-9171

(City, State, Zip)

(Phone #)

800001684488

OFFICE USE ONLY

CIS Acct. # 91434

CIS Order # _____

AUTHORIZATION #072100000032

Patricia P. #1/22.50

CORPORATION NAME(S) & DOCUMENT NUMBER(S) (if known):

1. DAKLEIGH RESIDENTS ASSOCIATION, INC.

(Corporation Name)

(Document #)

2. _____
(Corporation Name) (Document #)

3. _____
(Corporation Name) (Document #)

4. _____
(Corporation Name) (Document #)

☒ Walk in ☐ Pick up time _____

☒ Certified Copy

☐ Mail out ☐ Will wait ☐ Photocopy

☐ Certificate of Status

NEW FILINGS

☒ Profit
☒ NonProfit
☐ Limited Liability
☐ Domestication
☐ Other

AMENDMENTS

☐ Amendment
☐ Resignation of R.A., Officer/Director
☐ Change of Registered Agent
☐ Dissolution/Withdrawal
☐ Merger

OTHER FILINGS

☐ Annual Report
☐ Fictitious Name
☐ Name Reservation

REGISTRATION/
QUALIFICATION

☐ Foreign
☐ Limited Partnership
☐ Reinstatement
☐ Trademark
☐ Other

RECEIVED

05 JAN 10 AM 11:09

OFFICE OF CORPORATION

FILED

05 JAN 10 PM 3:51

STATE OF FLORIDA

Examiner's Initials

SAB
1/10/96

FILED

95 JAN 10 PM 3:51

RECEIVED
CLERK OF DISTRICT COURT
JAN 10 1995
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF
OAKLEIGH RESIDENTS ASSOCIATION, INC.

By these Articles of Incorporation, the undersigned Subscriber forms a corporation not for profit in accordance with Chapter 617, Florida Statutes, and pursuant to the following provisions ("these Articles");

ARTICLE I

NAME

The name of the corporation shall be OAKLEIGH RESIDENTS ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association."

ARTICLE II

EXISTENCE AND DURATION

The Association shall exist perpetually unless and until dissolved according to law. Corporate existence of the Association shall commence upon the filing of these Articles with the Florida Department of State.

ARTICLE III

DEFINITIONS

The following words shall have the definitions set forth below for purposes of these Articles:

a. "Additional Property" shall mean and refer to those real properties, together with any improvements thereon, other than the Oakleigh Phase I Property, which are made subject to this Master Declaration under the provisions of Article II hereof.

b. "Association" shall mean and refer to Oakleigh Residents Association, Inc., a Florida corporation not for profit, or its successors and assigns.

c. "Common Expenses" shall mean and refer to the actual and estimated expenses of operating the Association and meeting the costs incurred or to be incurred relative to the performance of the duties of the Association, including without limitation, the costs incurred for operation, maintenance and improvement of any landscape and drainage easements or buffer areas as shown on the Plat(s) of the Properties, all as may be found to be necessary and appropriate by the Board of Directors of the Association pursuant to the Master Declaration, the By-Laws, and the Articles of Incorporation of the Association.

d. "Declarant" shall mean and refer to LEWIS BROWN, JR. and his heirs or assigns. No successor or assignee of the Declarant shall have any rights or obligations of the Declarant hereunder

unless such rights and obligations are specifically set forth in the instrument of succession or assignment, or unless such rights pass by operation of law.

c. "Lot" shall mean a Lot (zoned for a single family residence) shown on any Subdivision Plat of land within the Properties.

f. "Master Declaration" shall mean and refer to the Oakleigh Master Declaration of Covenants, Conditions and Restrictions.

g. "Member" shall mean and refer to each Owner who is a Member of the Association.

h. "Owner" shall mean and refer to the record holder, whether one or more persons or entities, of fee simple title to each Lot included in the Properties, (other than the Association), or included in Additional Properties; but, notwithstanding any applicable theory of law of mortgages, Owner shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure proceeding or a conveyance in lieu of foreclosure. Every Owner shall be treated for all purposes as a single Owner for each Lot owned by it, irrespective of whether such ownership is joint, in common or tenancy by the entirety.

i. "Oakleigh Phase I Property" shall mean and refer to the real property described on Exhibit "A" attached to the Master Declaration.

j. "The Properties" shall mean and refer to the Oakleigh Phase I Property, together with such Additional Properties as may be annexed thereto, and submitted hereunder from time to time under the provisions of Article II hereof, if and when annexed.

k. "Supplemental Declaration" shall mean and refer to any declaration of covenants and restrictions executed by the Declarant, and by the owner of the affected lands if same are not owned by Declarant, which extends the provisions of the Master Declaration to Additional Property.

l. "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

ARTICLE IV

PRINCIPAL OFFICE

The principal office of the Association is located at 4020 Newberry Road, Suite 500, Gainesville, Florida 32607.

ARTICLE V

REGISTERED OFFICE AND AGENT

Lewis Brown, Jr. whose street address is 4020 Newberry Road, Suite 500, Gainesville, Florida 32607 is hereby appointed the initial registered agent of the Association and the registered office shall be at said address.

ARTICLE VI

PURPOSE AND POWERS OF THE ASSOCIATION

The Association shall not pay dividends and no part of any income of the Association shall be distributed to its Members, directors or officers. The Association is formed to provide for, among other things, the improvement, maintenance, preservation and architectural control of The Properties and to promote the recreation, health, safety and welfare of the Owners. The Association shall have all the powers of a nonprofit corporation 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 these Articles, the Bylaws, or the Declaration of Covenants, Conditions and Restrictions of Onkleigh. The Association shall have the power and duty to do any and all lawful things which may be authorized, assigned, required or permitted to be done by the Declaration, these Articles and the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the maintenance, administration and improvement of The Properties or easement areas within its jurisdiction. Unless otherwise specifically prohibited, any and all functions, duties and powers of the Association shall be fully transferable, in whole or in part, to any developer, management agent, governmental unit, public body, or similar entity. Any instrument effecting such a transfer shall specify the duration thereof and the means of revocation.

The Association shall operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the Suwannee River Water Management District permit requirements and applicable District rules, and any unit of local government having jurisdiction, and shall assist in the enforcement of the Declaration or Covenants and Restrictions which relate to the surface water or stormwater management system.

The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.

ARTICLE VII

MEMBERSHIP

Each Owner, including the Declarant, shall be a Member of the Association. Any person or entity who holds any interest merely as a security for the performance of any obligation shall not be a Member. The Association membership of each Owner shall be appurtenant to the Parcel giving rise to such membership, and shall not be transferred except upon the transfer of title to said Parcel and then only to the transferee of title thereto. Any prohibited separate transfer shall be void. Any transfer of title shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof.

ARTICLE VIII

VOTING RIGHTS

8.1 Voting Rights. The Association shall have two (2) classes of voting membership:

a. Class "A". Class "A" Members shall be all Owners of Lots, with the exception of the Declarant. Class "A" Members shall be entitled on all issues to one (1) vote for each Lot in which they hold the interest required for membership.

b. Class "B". The Class "B" Members shall be the Declarant and any successor of the Declarant who takes title to and to whom Declarant assigns in writing one or more of the Class "B" votes. Upon the execution of this Master Declaration, the Class "B" Members shall be entitled to 3 votes for each Lot owned by a Class "B" Member, or an aggregate of 57 votes based upon 19 permitted Lots in the Onkleigh Phase I Property. Thereafter, the number of Class "B" votes shall be reduced by one (1) vote for each Class "A" vote from time to time existing in the Association. No parcel shall be entitled to votes until such time as it is annexed by Supplemental Declaration; and at such time it shall be entitled to Class "B" votes in the same manner as provided herein. The Class "B" membership shall terminate and become converted to Class "A" membership upon the happening of the earlier of the following:

(i) When the total outstanding Class "A" votes in the Association equal the total outstanding Class "B" votes; or

(ii) Four (4) years from the date of recording this Master Declaration, or four (4) years from the date of the last annexation of property, whichever shall occur last.

(iii) When, in its discretion, the Declarant so determines.

From and after the happening of any one of these events, the Declarant shall call a meeting as provided in the Bylaws for special meetings to advise the Association membership of the termination of Class "B" status.

The Class "B" Members shall cast on all issues their votes as they among themselves determine. It shall be permitted for the Declarant to retain and to cast all Class "B" votes.

8.2. The Declarant Veto Power.

From and after the termination of the Class "B" membership the Declarant shall have a veto power over all actions of the Association and the Board of Directors of the Association. This power shall expire when the Class "A", other than those held by the Declarant, equals ninety percent (90%) of the total membership vote (regardless of class distinction) of the Association, or four (4) years after all Class "B" membership terminates, whichever occurs first.

No action authorized by the Association or the Board of Directors shall become effective, nor shall any action, policy or program be implemented, until and unless:

a. The Declarant shall have been given written notice of each meeting of the Members and of the Board of Directors by certified mail, return receipt requested or by personal delivery, at the address it has registered from time to time with the Secretary of the Association, which notice otherwise complies with the terms of the Bylaws as to regular and special meetings of the Members and Board of Directors, and which notice shall set forth with reasonable particularity the agenda to be followed at said meeting; and

b. The Declarant shall have been given the opportunity at each such meeting, if Declarant so desires, to join in, or to have its representatives or agents join in, discussion of any prospective action, policy, or program to be implemented by the Board or the Association. The Declarant and its representatives or agents may make its concerns and suggestions known to the Members of the

Association or of the Board. At such meeting the Declarant shall have, and is hereby granted, a veto power over any such action, policy or program authorized by the Board of Directors, the Association officers, or Association membership, and to be taken by said Board, the officers or agents of the Association, or any individual Member of the Association (if Association or Board approval is necessary for said Member's action). Except as set forth in subsection (c) below, the Declarant veto must be exercised by the Declarant, its representatives, or agents at or before the meeting to consider proposed action. The veto power shall not include the authority to require any affirmative action on behalf of the Board or the Association; and

c. If any action, policy or program is to be implemented by prior consent without the formality of a meeting, then the Declarant shall be provided a written notice and description of the proposed action, policy or program at least ten (10) days in advance of such implementation, and the Declarant shall have ten (10) day after receipt of such notice to exercise its veto.

8.3. Multiple Owners. Each vote in the Association must be cast as a single vote, and fractional votes shall not be allowed. In the event that joint or multiple Owners 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 or Owners cast a vote on behalf of a particular Lot, it shall thereafter be conclusively presumed for all purposes that he/she was, or they were, acting with the authority and consent of all other Owners thereof. In the event more than the appropriate number of votes are cast for a particular Lot, none of said votes shall be counted and said votes shall be deemed void.

ARTICLE IX

BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of not less than three (3), nor more than seven (7) directors who need not be Members. The initial Board shall be comprised of three (3) people. Anything in these Articles to the contrary notwithstanding, until such time as the Declarant has conveyed to purchasers not affiliated with the Declarant all lands within The Properties, or at such earlier date as may be selected by the Declarant, the Declarant shall be entitled to designate the Board of Directors of the Association. The names and addresses of persons who are to act in the capacity of director until appointment or election of their successors pursuant to these Articles are:

<u>Name</u>	<u>Address</u>
Lewis Brown, Jr.	4020 Newberry Rd.#500, Gainesville, FL 32607
Patricia Brown	4020 Newberry Rd.#500, Gainesville, FL 32607
Christopher Brown	4020 Newberry Rd.#500, Gainesville, FL 32607

Once the Declarant relinquishes his right to appoint the Board of Directors, the Members shall elect the directors for staggered terms of three (3) years each. To create the staggered terms, one post shall become vacant in one (1) year and a successor director shall be elected. The second post shall be deemed vacant at the end of the second year, and a successor director shall be elected. The third post shall be deemed vacant at the end of the third year, and a successor director shall be elected. All successor

directors shall serve for terms of three (3) years each. In the event that the number of people comprising the Board of Directors is changed, such change in number shall be implemented in such a manner as to have as nearly equal in number as possible the number of directors whose terms expire in any given year.

ARTICLE X

OFFICERS

The affairs of the Association shall be administered by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at the first meeting, and they shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>Office</u>	<u>Name</u>	<u>Address</u>
President	Lewis Brown, Jr.	4020 Newberry Rd.#500, Gainesville, FL 32607
Secretary/Treasurer	Patricia Brown	4020 Newberry Rd.#500, Gainesville, FL 32607

ARTICLE XI

INDEMNIFICATION

11.1 Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding whether civil, criminal, administrative or investigative, or any settlement of any proceeding, or any appeal from such proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, or having served at the Association's request as a director or officer of any other corporation, whether or not he is a director or officer at the time such expenses are incurred, regardless of by whom the proceeding was brought, except in relation to matters as to which any such director or officer shall be adjudged liable for gross negligence or willful misconduct, provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

11.2 Expenses incurred in defending a suit or proceeding whether civil, criminal, administrative or investigative may be paid by the Association in advance of the final disposition of such action, suit or proceeding if authorized by all of the non-interested directors upon receipt of an undertaking by or on behalf of the director or officer to repay such amount if it shall ultimately be determined that he is not to be indemnified by the Association as authorized by these articles of Incorporation.

11.3 The Association shall have the power to purchase at its expense and maintain insurance on behalf of any person who is or was a director or officer of the Association, or is or was serving at the request of the Association as a director or officer of another association, against any liability asserted

against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of these Articles.

ARTICLE XII

BYLAWS

The Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the Bylaws.

ARTICLE XIII

AMENDMENTS

Amendments to these Articles of Incorporation shall be made in the following manner:

13.1 Resolution. The Board of Directors 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 or a special meeting.

13.2 Notice. Within the time and in the manner provided in the Bylaws for the giving of notice of meetings of Members, written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record entitled to vote thereon. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

13.3 Vote. At such meeting, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving both the affirmative vote of a majority of the votes of Members of each class entitled to vote thereon as a class and the affirmative vote of a majority of the votes of all Members entitled to vote thereon.

13.4 Multiple Amendments. Any number of amendments may be submitted to the Members and voted upon by them at one meeting.

13.5 Agreement. If all of the Directors and all of the Members eligible to vote sign a written statement manifesting their intention that an amendment to these Articles be adopted, then the amendment shall thereby be adopted as though subsections 13.1 through 13.3 had been satisfied.

13.6 Action Without Directors. The Members may amend these Articles without an act of the Directors at a meeting for which notice of the changes to be made is given.

13.7 Limitations. No amendment shall make any changes in the qualifications for Members nor the voting rights of Members without approval in writing by all Members. No amendment shall be made that is in conflict with the Declaration. No amendment shall be inconsistent with the requirements of any governmental body having jurisdiction, and any amendments which directly or indirectly impact operation and maintenance of the surface water management system shall require the approval of the Suwannee River Water Management District. So long as the Declarant shall own any lands within The Properties, no Declarant related amendment shall be made to the Declaration, or to the Articles or Bylaws of the

Association unless such amendment is first approved in writing by the Declarant. Any amendment shall be deemed to be Declarant related if it does any of the following:

- a. Directly or indirectly by its provisions or in practical application relates to the Declarant in a manner different from the manner in which it relates to other Owners;
- b. Modifies the definitions provided for by Article I of the Declaration in a manner which alters the Declarant's rights or status;
- c. Modifies or repeals any provision of Article II of the Declaration;
- d. Alters the character and rights or membership as provided for by Article III of the Declaration or affects or modifies in any manner whatsoever the rights of Declarant as a Member of the Association;
- e. Alters any previously recorded or written agreement with any public or quasi-public agencies, utility company, political subdivision, public authorities or other similar agencies or bodies, respecting zoning, streets, roads, drives, easements or facilities;
- f. Denies the right of the Declarant to convey to the Association Common Property;
- g. Modifies the basis or manner of assessment as applicable to the Declarant or any lands owned by the Declarant;
- h. Alters or repeals any of the Declarant's rights or any provision applicable to the Declarant's right as provided for by any such provision of the Declaration.

13.8 Filing. A copy of each amendment shall be certified by the Secretary of State, State of Florida, and be recorded in the Public Records of Alachua County, Florida.

ARTICLE XIV

SUBSCRIBERS

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

<u>Name</u>	<u>Address</u>
Lewis Brown, Jr.	4020 Newberry Rd. #500, Gainesville, FL 32607

ARTICLE XV

NON-STOCK CORPORATION

The Association is organized on a non-stock basis and shall not issue shares of stock evidencing membership in the Association; provided, however, that membership in the Association may be evidenced by a certificate of membership which shall contain a statement that the Association is a corporation not for profit.

ARTICLE XVI

REGULATORY COMPLIANCE

The Association in addition to the foregoing obligations, rights and duties, has been formed to comply with obligations imposed by permits, regulations, authorizations, etc. of regulatory bodies having jurisdiction over the common properties. To that end the following are made a part of these Articles of Incorporation:

16.1 The Association is organized for the purpose of management, maintenance, operation and care of real and personal property, including but without limitation, all lakes, ditches, canals, retention or detention areas, drainage, other surfacewater management works, and preservation or conservation areas, wetlands and wetland mitigation areas which are owned or controlled by the Association or the Owners in Common.

a. To maintain, repair, replace, operate, and care for real and personal property, including but without limitation, all lakes, ditches, canals, retention or detention areas, drainage, other surfacewater management works, and preservation or conservation areas, wetlands, and wetland mitigation areas which are owned or controlled by the Association or the Owners in Common in a manner consistent with the permit issued by the Suwannee River Water Management District, the Operation and Maintenance Plan (Exhibit "B" to the Master Declaration), and any unit of local government having jurisdiction.

b. To do and perform any obligations imposed upon the Association by the Declaration or by any permit or authorization from any unit of local, regional, state, or federal government and to enforce by any legal means the provisions of these Articles, the Bylaws and the Declaration.

16.2 Notwithstanding the other provisions contained in the Articles to the contrary, LEWIS BROWN, JR., or his successors in interest, until the developer relinquishes that right or ceases to be the owner, agrees that it shall, prior to relinquishing control of the Association or otherwise allowing control to transfer to the Directors of the Association, shall provide at least 30 days written notice to the Suwannee River Water Management District, and any unit of local government having jurisdiction, that all terms and conditions placed upon the developer by permits or authorizations from the Suwannee River Water Management District have been satisfied in full and that transfer is proposed to occur on a specific date.

16.3 The Bylaws will be adopted and may be amended by the Directors or members, consistent with these Articles and the Declaration. Amendments to the Articles or Bylaws which directly or indirectly impact operation and maintenance of the surfacewater management system, including but without limitation, all lakes, ditches, canals, retention or detention areas, drainage, other surfacewater management works, and preservation or conservation areas, wetlands and wetland mitigation areas which are owned or controlled by the Association or the Owners in Common, may be made after approval by the Suwannee River Water Management District and any unit of local government having jurisdiction. Such approval shall be in the form of a modification to any and all permits issued by the Suwannee River Water Management District under the lawfully adopted rules of the Suwannee River Water Management District in effect at the time of application for such modification, and approval by any unit of local government having jurisdiction. Amendments to the Articles or the Bylaws which do not impact operation or maintenance of the system may be made without authorization of the Suwannee River Water Management District and without the approval of any unit of local government having jurisdiction; however, copies of any such amendments shall be forwarded to the District and to any unit of local government having jurisdiction, within 30 days of approval.

18.4 In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the Suwannee River Water Management District and any unit of local government having jurisdiction, prior to such termination, dissolution or liquidation.

IN WITNESS WHEREOF, the undersigned Subscribers have caused these presents to be executed as of the 17 day of October, 1995.

Signed, sealed and delivered
in the presence of:

Guerra A. Blanchet
GUERRA A. BLANCHET

Shari Usery
Shari Usery

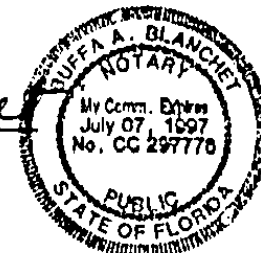
Lewis Brown, Jr.
LEWIS BROWN, JR.

STATE OF FLORIDA
COUNTY OF ALACHUA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared LEWIS BROWN, JR., to me well known to be the subscriber described in the foregoing Articles of Incorporation, and he acknowledged the execution of the said Articles of Incorporation for the purposes therein expressed, and did not take an oath.

October WITNESS my hand and official seal in the County and State last aforesaid on this 17 day of October, 1995.

Guerra A. Blanchet
Notary Public State of Florida
My Commission Expires:



(Seal)

ACKNOWLEDGMENT:

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

Lewis Brown, Jr.
LEWIS BROWN, JR., Registered Agent

FILED
JAN 10 PM 3:51
CLERK OF DISTRICT COURT
STATE OF FLORIDA