

**CAPITAL CONNECTION, INC.**

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32302  
 (850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

**N97000006548**

Long Pond Plantation,  
 Unit Two, Property  
 Owners Association,  
 Inc.

800002352669--3  
 -11/20/97-01025-008  
 \*\*\*\*175.00 \*\*\*\*175.00

- Art of Inc. File \_\_\_\_\_
- LTD Partnership File \_\_\_\_\_
- Foreign Corp. File \_\_\_\_\_
- L.C. File \_\_\_\_\_
- Fictitious Name File \_\_\_\_\_
- Trade/Service Mark \_\_\_\_\_
- Merger File \_\_\_\_\_
- Art. of Amend. File \_\_\_\_\_
- RA Resignation \_\_\_\_\_
- Dissolution / Withdrawal \_\_\_\_\_
- Annual Report / Reinstatement \_\_\_\_\_
- Cert. Copy **X 2** \_\_\_\_\_
- Photo Copy \_\_\_\_\_
- Certificate of Good Standing \_\_\_\_\_
- Certificate of Status \_\_\_\_\_
- Certificate of Fictitious Name \_\_\_\_\_
- Corp Record Search \_\_\_\_\_
- Officer Search \_\_\_\_\_
- Fictitious Search \_\_\_\_\_
- Fictitious Owner Search \_\_\_\_\_
- Vehicle Search \_\_\_\_\_
- Driving Record \_\_\_\_\_
- UCC I or 3 File \_\_\_\_\_
- UCC II Search \_\_\_\_\_
- UCC II Retrieval \_\_\_\_\_
- Courier \_\_\_\_\_

FILED  
 97 NOV 20 PM 3:39  
 SECRETARY OF STATE  
 TALLAHASSEE, FLORIDA

RECEIVED  
 97 NOV 20 AM 10:27  
 SECRETARY OF STATE  
 TALLAHASSEE, FLORIDA

*97 11-20-97*

\* Please provide us  
 with two certified  
 copies.  
 Thank  
 you.

Signature \_\_\_\_\_

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Requested by RS      Date 11/20      Time 9:18

Name \_\_\_\_\_      Will Pick Up \_\_\_\_\_

Walk-In \_\_\_\_\_

This instrument was prepared by: JAMES S. QUINCEY  
111 S.E. 1st Avenue  
Gainesville, FL 32601

FILED  
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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

## ARTICLES OF INCORPORATION OF LONG POND PLANTATION, UNIT TWO, PROPERTY OWNERS ASSOCIATION, INC.

In compliance with the requirements of the laws of the State of Florida, the undersigned hereby forms a corporation not for profit under Chapter 617, Florida Statutes, 1995, as amended, and does hereby certify:

### ARTICLE 1.0 NAME

The name of the corporation is LONG POND PLANTATION, UNIT TWO, PROPERTY OWNERS ASSOCIATION, INC.

### ARTICLE 2.0 INITIAL PRINCIPAL OFFICE

The initial principal office of the Corporation is 111 S.E. 1st Avenue, Gainesville, Florida 32601.

### ARTICLE 3.0 REGISTERED AGENT

The name of the registered agent is JAMES S. QUINCEY and the address of the registered office is 111 S.E. 1st Avenue, Gainesville, Florida 32601.

### ARTICLE 4.0 DEFINITIONS

All definitions in the Declaration of Protective Covenants and Restrictions for LONG POND PLANTATION, UNIT TWO, as recorded in the Public Records of Marion County, Florida, are incorporated herein and by reference made a part hereof. The following words when used in the Declaration or any amendment thereto (unless the context shall prohibit) shall have the following meanings:

- 4.01 ARB OR ARCHITECTURAL REVIEW BOARD** shall mean and refer to that permanent committee of the Association created for the purpose of establishing and enforcing criteria for the construction of Improvements on the Property.
- 4.02 ARTICLES OR ARTICLES OF INCORPORATION** shall mean and refer to the ARTICLES OF INCORPORATION OF LONG POND PLANTATION, UNIT TWO, PROPERTY OWNERS ASSOCIATION, INC. as they may exist from time to time.
- 4.03 ASSESSMENT** shall mean and refer to those charges made by the Association from time to time against each Lot within the Property for the purposes, and subject to the terms, set forth herein.
- 4.04 ASSOCIATION** shall mean and refer to the LONG POND PLANTATION, UNIT TWO, PROPERTY OWNERS ASSOCIATION, INC. its successors and assigns.
- 4.05 BOARD OR BOARD OF DIRECTORS** shall mean and refer to the Board of Directors of the Association.
- 4.06 BYLAWS** shall mean and refer to the BYLAWS OF LONG POND PLANTATION, UNIT TWO, PROPERTY OWNERS ASSOCIATION, INC. as they may exist from time to time.
- 4.07 COMMON AREA OR COMMON AREAS** shall mean and refer to those area(s) of land:
- 4.07.01** Included within the recorded plat of the Property or any additions to the Property which are conveyed to the Association for the use of the Association and its Members;
- 4.07.02** Intended to be used and enjoyed by Lot Owners of the Property and additions to the Property, which include without limitation any private roads, drainage areas, easements for roads, walkways, parking areas, utility easements, and all Improvements now or hereafter constructed thereon, including without limitation, streets and lighting systems, (except for lights on any Lot, the operation, maintenance, and utility cost of which shall be the responsibility of the Lot Owner);

**4.07.03** Subject to easements in favor of the Association; and

**4.07.04** Included within the Surface Water or Storm Management System.

**4.08 DECLARANT OR DEVELOPER** shall mean and refer to ALAMAR PARTNERS, a Florida General Partnership, by JAMES S. QUINCEY, Partner.

**4.09 DECLARATION** shall mean and refer to the DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS, EASEMENTS, PROPERTY OWNER RESPONSIBILITIES, MANDATORY PROPERTY OWNERS ASSOCIATION MEMBERSHIP, ASSESSMENT PROVISIONS, AND LIEN RIGHTS for LONG POND PLANTATION, UNIT TWO, as it may be subsequently amended or exist from time to time.

**4.10 DWELLING:** shall mean and refer to a single family dwelling located on a Lot. This includes Conventional Manufactured Homes.

**4.11 IMPROVEMENTS** shall mean and refer to all structures of any kind, including without limitation, any building, wall, fence, sign, paving, grading, driveway, planting, landscaping, landscape devise or object, or any and all types of structures or improvements, whether or not the purpose thereof is purely decorative or otherwise, and any and all additions, alterations, modifications, or changes thereto.

**4.12 INSTITUTIONAL MORTGAGE OR MORTGAGEE** shall mean and refer to any bank, bank holding company, trust company or subsidiary thereof, savings and loan association, savings bank, federal national mortgage association, insurance company, union pension fund, mortgage company, an agency of the United States government, or Declarant which holds a first mortgage of public record on any parcel, and the holder of any mortgage of public record given or assumed by Declarant, whether a first mortgage or otherwise, and their successors and assigns.

**4.13 LOT** shall mean and refer to any platted residential lot shown on the recorded subdivision plat of the Property.

**4.14 MEMBER** shall mean and refer to a member of the Association. Association Membership is mandatory by ALL Lot Owners of Long Pond Plantation, Unit Two.

**4.15 OWNER OR OWNERS** shall mean and refer to the record owner, whether one or more persons or entities, of the fee or undivided fee interest in any Lot located within Property, including Declarant, but shall not mean or refer to any Mortgagee unless and until Mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

**4.16 RULES AND REGULATIONS** shall mean and refer to any and all rules and regulations duly promulgated by the Association pursuant to the terms of the Articles and Bylaws.

**4.17 PROPERTY** shall mean and refer to all property included within LONG POND PLANTATION, UNIT TWO, according to the plat thereof recorded or to be recorded in the Public Records of Marion County, Florida and offsite drainage easements or drainage releases.

#### **ARTICLE 5.0**

##### **PURPOSE**

**5.01 PURPOSE:** The primary purpose of the Association is to create an entity to organize the recreational, social, and cultural activities desired by the Lot Owners within the Property, and such additional property may be subjected to the Declaration by instrument recorded in the Public Records of Marion County, Florida; to provide a forum for discussion and communication among the Owners of the Property; and to facilitate and assure the maintenance of the Common Areas located within the Property, but not limited to the roadways and drainage facilities.

**5.02 NONPROFIT CHARACTER OF ASSOCIATION:** The Association does not contemplate pecuniary gain or profit, direct or indirect, to its Members. The Association shall make no distributions of income to its Members, Directors, or Officers.

#### **ARTICLE 6.0**

##### **POWERS**

The Association shall have all the powers and duties reasonably necessary to operate and maintain the Association including the following:

**6.01** To meet for the purpose of ascertaining the social activities in which its membership is interested in participating.

**6.02** To provide for the election of representatives, as provided in the Bylaws for the purpose of eliciting the desires of the membership for social, recreational, and cultural activities and communicating those desires to the Board.

**6.03** To exercise all powers and privileges and to perform all duties and obligations of the Association as set forth in the Declaration as recorded in the Public Records of Marion County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length.

**6.04** To promulgate or enforce rules, regulations, bylaws, covenants, restrictions, or agreements to effectuate all of the purposes for which the Association is organized.

**6.05** To have and to exercise any and all powers, rights, and privileges which a nonprofit corporation organized under the laws of the State of Florida may now or hereafter have or exercise.

6.06 To establish, collect, and disburse assessments to be used for the maintenance and upkeep of the Common Areas, roadways, and drainage areas located within or utilized by the Property.

6.07 To manage, control, operate, maintain, repair, and improve the Common Areas and the drainage areas located within the Property, or upon any property owned by another third party for which the Association by rule, regulations, declaration, easement, contract, or drainage release has a right or duty to provide such services.

6.08 To enforce covenants, conditions, or restrictions affecting the Property to the extent the Association may be authorized to do so under any Declaration or Bylaws.

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

6.10 To operate, maintain, and manage the Surface Water or Storm Water Management Systems located in or utilized by Property in a manner consistent with the requirements of the Southwest Florida Water Management District rules and regulations, and to assist in the enforcement of the restrictions and covenants contained therein.

6.11 To levy and collect adequate assessments against Members and Lots for the cost of maintenance and operation of the Surface Water or Storm Water Management Systems located within or utilized by the Property.

#### ARTICLE 7.0 MEMBERSHIP

**MEMBERSHIP IS MANDATORY:** Developer and every Owner as defined in the Declaration Must be a Member of the Association. Except for the Developer, membership shall be appurtenant to and may not be separated from ownership of any Lot. All Members agree to be bound by the terms and provisions of these Articles and such Bylaws and operating procedures as may be promulgated by the Association from time to time.

#### ARTICLE 8.0 VOTING RIGHTS

The voting rights in the Association shall be as follows:

All Lot Owners shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot all such persons shall be Members, but in no event shall more than one vote be cast with respect to any Lot. In the event all Owners of a Lot cannot agree on any vote, no vote shall be cast for such Lot, provided, however, that the Association may conclusively rely on the vote cast by any of the Owners of a Lot as being authorized by all Owners unless the Association has been notified in writing to the contrary by one of such Owners. **WITH REGARD TO VOTING FOR ASSESSMENTS FOR PRIVATE ROAD IMPROVEMENTS OR MAINTENANCE, OWNERS OWNING A LOT ON THE ROAD TO BE IMPROVED OR MAINTAINED SHALL BE ENTITLED TO VOTE ON SUCH ASSESSMENT AND THE VOTE OF A MAJORITY OF THE OWNERS OF LOTS ADJACENT TO SAID ROAD SHALL CONTROL.**

#### ARTICLE 9.0 BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of Directors consisting of not less than THREE (3) nor more than SEVEN (7) persons who need not be Members of the Association. The first Board shall consist of THREE (3) Directors. Thereafter, the number of Directors may be increased to a maximum of SEVEN (7) by a majority vote of the Board.

The first election of the Board shall be held within THIRTY (30) days after January 1, 1998, at a meeting of the Members called for that purpose. THREE (3) Directors shall be elected at this first election, one for a term of ONE (1) year, one for a term of TWO (2) years, and one for a term of THREE (3) years. Said Board shall also determine the term for each new directorship so created. At each annual meeting thereafter, a number of Directors equal to that of those whose terms have expired shall be elected for a term of THREE (3) years. At the expiration of any term, any Director may be reelected for an additional consecutive term. The Directors shall be elected by majority vote of the Members present at an Association meeting.

The Directors named in these Articles shall serve until the first election of the Board, and any vacancies in their number occurring before the first election shall be filled by the remaining Board. The names and addresses of the Members of the first Board who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

NAME	ADDRESS	PHONE
James S. Quincey	111 S.E. 1st Avenue Gainesville, FL 32601	(352) 376-4694
E. Travis York	4020 S.W. 78th Street Gainesville, FL 32608	(352) 392-6545
Charles O. Pinkoson	3945 N.W. 30th Place Gainesville, FL 32606	(352) 372-2115

At any time a Lot in the Property is owned by Declarant (or its specific assignee of the right granted herein), Declarant shall be entitled to appoint ONE (1) Member of the Board, the balance of the Board to be elected as noted above.

#### **ARTICLE 10.0 ASSESSMENTS**

The Board is required to establish a proposed annual assessment to be levied against each Lot sufficient to maintain, extend or improve, and for the express purpose of maintaining, extending, or improving the driveway Common Areas, and any other areas which are maintained or partially maintained by the Association, including any Surface Water or Storm Water Management Systems and further for the express purpose, if otherwise approved by the Board, for providing insurance for the common areas, and for providing for the payment of other expenses and costs common to the subdivision. Assessments for road maintenance and improvements shall be made separately for each road so that Owners of Lots adjoining each road shall pay for the cost of maintaining the road adjoining their respective Lot(s).

Notice of the proposed annual assessment for each calendar year shall be provided by the Association to all Members not less than THIRTY (30) days prior to an annual meeting of the Members. Said notice shall include the time and place for the proposed annual meeting, which shall be in Marion County, Florida. At the annual meeting a proposed annual assessment, or any revised annual assessment provided that its total amount is not greater than the original proposed annual assessment included in the original notice to the Members, may be adopted by the affirmative vote of at least a majority of the Owners within the Property. The assessment so established may be levied and collected annually, quarterly or monthly at the sole discretion of the Board. If, after the first annual assessment is adopted, a revised annual budget is either not adopted or is not proposed at any annual meeting of the Members, then the annual assessment for the following year shall be deemed automatically to be equal to and not greater than the prior year's annual assessment. Assessments for improvements or road maintenance shall require a vote of a majority of Owners of Lots adjoining said road.

The Board may, in their complete and sole discretion, propose a special assessment against the Lots for one time and / or extraordinary expenses associated with the maintenance, extension, or improvements of the private roadways or such other expenses common to the subdivision. The Board shall give each Member notification of the proposed special assessment, and the time and location for the meeting of the Members for consideration of the special assessment, which shall be in Marion County, Florida and not less than THIRTY (30) days or greater than SIXTY (60) days prior to the scheduled special meeting of the Members. At the special meeting, the special assessment, or any revised special assessment provided that the total amount is not greater than the proposed special assessment included in the notice to the Members, may be adopted by an affirmative vote of at least a majority of the Owners within the Property. Special assessments for road improvements or maintenance shall require a vote of a majority of Owners of Lots adjoining said road.

The Board shall establish a separate interest bearing account for the deposit of all funds collected pursuant to this Article and shall not place any other funds, regardless of source, in said account. All funds so deposited shall be disbursed for the purposes herein set forth and for no other purpose. The Board shall keep separate records of all assessments made and collected pursuant to this Article, and all monies deposited into and disbursed from the account referred to above and shall make said records available at reasonable hours and in a reasonable manner, to any Member requesting access to same.

All sums assessed against a Lot pursuant to this Article, together with interest at the legal rate of EIGHTEEN PERCENT (18%), costs and reasonable attorneys fees shall be secured by a lien on such Lot and against said Owner in favor of the Association. The lien for annual assessments shall attach as of 12:01 a.m. on January 1st of the year for which each assessment is made whether made on that date or at a later date.

Any assessment not paid within SIXTY (60) days after the due date shall bear interest from the due date. Further, any assessment not paid within SIXTY (60) days from the due date shall entitle the Association to file a lien in the amount of the assessment, including any subsequent unpaid assessments, upon the public records of Marion County, Florida setting forth the amount of the lien, including any subsequent assessments, and describing the Lots encumbered thereby. Further, the Association may bring an action at law against the Owner of the Lot for whom such an assessment has not been paid to personally obligate the Owner to pay the lien or to foreclose the lien against the Lot upon which the assessment was made. No Owner may waive or otherwise escape liability for the assessment provided for herein by non use of the common area or abandonment of such Owner's Lot. Any such lien filed by the Association shall be superior to all other liens and encumbrances on the Lot except only for liens for ad valorem taxes or other governmental liens given priority by federal or state statute and liens for sums unpaid on a bona fide third party first mortgage encumbering the Lot and recorded on the public records of Marion County, Florida and the purchaser at a sale in foreclosure of any such mortgages or any such mortgagee that accepts a deed in lieu of foreclosure shall take title free and clear of any assessment lien which attached subsequent to the recording of such mortgage and prior to the date of such acquisition of title.

#### **ARTICLE 11.0 DISSOLUTION**

In the event of the dissolution of the Association, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that acceptance of such dedication is refused, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be used for such similar purposes.

Notwithstanding any other provisions contained within this Article, the Association may be dissolved only as provided in the Declaration, the Bylaws, and the laws of the State of Florida. In the event of termination, dissolution, or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or storm water management systems located within or adjacent to the Property must be transferred to and accepted by an entity which would comply with the provisions of Section 40C-42.027, Florida Administrative Code, and must be approved by the Southwest Florida Water Management District prior to such termination, dissolution, or liquidation.

**ARTICLE 12.0  
DURATION**

The corporation shall exist perpetually.

**ARTICLE 13.0  
AMENDMENTS**

Amendments to the Articles shall be proposed and adopted in the following manner:

**13.01 NOTICE OF AMENDMENT:** Notice of the subject matter of a proposed amendment shall be included in the written notice of any meeting at which a proposed amendment is considered.

**13.02 ADOPTION OF RESOLUTION:** A resolution for the adoption of a proposed amendment may be proposed either by the Board or by TWENTY-FIVE PERCENT (25%) of the Members entitled to vote thereon.

**13.03 ADOPTION OF AMENDMENT:** Adoption of the amendment will require the affirmative vote of SEVENTY-FIVE PERCENT (75%) of the Members entitled to vote thereon.

**ARTICLE 14.0  
SUBSCRIBERS**

The name and street address of the subscriber and incorporator to these Articles is James S. Quincey of 111 S.E. 1st Avenue, Gainesville, FL 32601.

**ARTICLE 15.0  
OFFICERS**

The Board shall elect the President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries, and Assistant Treasurers as the Board shall from time to time determine.

The names and addresses of the Officers who shall serve until their successors are designated by the Board are as follows:

NAME	ADDRESS	OFFICE
James S. Quincey	111 S.E. 1st Avenue Gainesville, FL 32601	President
Charles O. Pinkoson	3945 N.W. 30th Place Gainesville, FL 32606	Vice President
E. Travis York	4020 S.W. 78th Street Gainesville, FL 32608	Secretary / Treasurer

**ARTICLE 16.0  
BYLAWS**

The original Bylaws shall be adopted by a majority vote of the Board. Thereafter, the Bylaws may be amended, altered, or rescinded at a regular or special meeting of the Members by a majority vote of the Members otherwise entitled to vote thereon at a meeting at which a majority of the Members entitled to vote are present in person or by proxy. Any amendments to Bylaws shall be binding on all Members.

**ARTICLE 17.0  
INDEMNIFICATION OF OFFICERS AND DIRECTORS**

The Association shall and does hereby indemnify and hold harmless Declarant, Developer, every Director and every Officer, their heirs, executors, and administrators against all losses, costs, and expenses reasonably incurred in connection with any action, suit, or proceeding to which they may be made a part by reason of their association with the Property or their being or having been a Director or Officer of the Association, including reasonable counsel fees, except as to matters wherein they shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Declarant, Developer, Director, or Officer may be entitled.

**ARTICLE 18.0  
TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED**

No contract or transaction between the Association and one or more of the Directors or Officers, or between the Association and any other corporation, partnership, association, or other organization including without limitation, the Developer, or an affiliate of the Developer, or a corporation in which one or more of its officers or Directors are Officers or Directors of this Association shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board of committee thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purposes. No Director or Officer of the Association shall incur liability by reason of the fact that said Director or Officer 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 of Directors or of a committee which authorized the contract or transaction.

IN WITNESS WHEREOF, for the purposes of forming this Corporation under the laws of the State of Florida, I, the undersigned, constituting the subscriber and incorporator of this Association, have executed these Articles of Incorporation this 17 day of November, 1997.

Signed, sealed and delivered in our presence

Kadie L. Smith  
(First Witness)

James S. Quincey (SEAL)  
JAMES S. QUINCEY  
111 S.E. 1st Avenue  
Gainesville, FL 32601

NADINE L. SMITH  
(Printed or Typed Name)

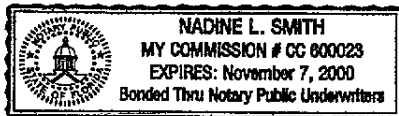
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[Signature]  
(Second Witness)

Kim S. Shelton  
(Printed or Typed Name)

State of FLORIDA  
County of ALACHUA

The foregoing instrument was acknowledged before me this 17th day of November, 1997, by JAMES S. QUINCEY, who is personally known to me.



Kadie L. Smith  
Notary Public, State of Florida  
My commission expires

The foregoing Articles of Incorporation are hereby accepted by James S. Quincey, as Registered Agent.

James S. Quincey  
JAMES S. QUINCEY