

CAPITAL CONNECTION, INC.

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

N97000000445

Black Bear Ranch Property
Owners Association, Inc.

Signature _____

Requested by: _____

Name _____

Date _____

Time _____

Walk-In _____

Will Pick Up _____

☒ Art of Inc. **000002411280-7**
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LTD Partnership File *****70.00 *****70.00
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Dissolution / Withdrawal _____
Annual Report / Reinstatement _____
Cert. Copy _____
☒ Photo Copy _____
Certificate of Good Standing _____
Certificate of Status _____
Certificate of Fictitious Name _____
Corp Record Search _____
Officer Search _____
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98 JAN 26 PM 3:41

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DIVISION OF CORPORATIONS

RP
01-26-98



FLORIDA DEPARTMENT OF STATE

Sandra B. Mortham
Secretary of State

January 26, 1998

CAPITAL CONNECTION, INC.
417 E. VIRGINIA ST.
STE. 1
TALLAHASSEE, FL 32301

SUBJECT: BLACK BEAR RANCH PROPERTY OWNERS ASSOCIATION, INC.
Ref. Number: W98000001746

We have received your document for BLACK BEAR RANCH PROPERTY OWNERS ASSOCIATION, INC. and your check(s) totaling \$70.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

You must list the corporation's principal office and/or a mailing address in the document.

Please return the original and one copy of your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6929.

Randall Purintun
Document Specialist

Letter Number: 498A00004178

ARTICLES OF INCORPORATION
OF

FILED
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BLACK BEAR RANCH PROPERTY OWNERS ASSOCIATION, INC.,

A Florida Corporation Not-for-Profit

In compliance with the provisions of Chapter 617, Florida Statutes, the undersigned, for the purpose of forming a corporation not-for-profit, does hereby make, subscribe, acknowledge and file in the Office of the Secretary of State of the State of Florida as the Articles of Incorporation of Black Bear Ranch Property Owners Association, Inc., a Florida corporation not-for-profit, the following, to wit:

ARTICLE I

DEFINITIONS

For purposes of these Articles of Incorporation, the following terms shall have the following definitions and meanings, to wit:

1.1 "Articles" shall mean and be defined as these Articles of Incorporation of Black Bear Ranch Property Owners Association, Inc., together with all amendments thereto and modifications thereof.

1.2 "Assessment" shall mean and be defined as any assessment of an Owner and a Lot by the Association for Common Expenses and other items pursuant to and for the purposes specified in the Declaration.

1.3 "Association" shall mean and be defined as this corporation, Black Bear Ranch Property Owners Association, Inc., a corporation not-for-profit organized and existing under the laws of the State of Florida.

1.4 "By-Laws" shall mean and be defined as the By-Laws of the Association, together with all amendments thereto and modifications thereof.

1.5 "Common Expenses" shall mean and be defined as those costs and expenses of the Association for the purposes provided by the Declaration.

1.6 "Common Property" shall mean and be defined as all real and personal property from time to time owned by the Association for the common use, enjoyment and benefit of all owners, including, without limitation, such portions of the Subject Property that are conveyed

to the Association by the Developer.

1.7 "Developer" shall mean and be defined as ATLANTIC LAND CONSULTANTS, INC. including their successors and assigns by merger, consolidation or by purchase of all or substantially all of its assets.

1.8 "Black Bear Ranch Community" shall mean and be defined as the single-family residential community planned for and developed on the Subject Property as reflected on the Plat, including all Residential Property and easements.

1.9 "Lot" shall mean and be defined as a separate single-family residential building site within the Subject Property.

1.10 "Lot Owner" shall mean and be defined as one or more persons or entities who or which are, alone or collectively, the record owner of title to any lot, parcel, piece or tract of land within Black Bear Ranch Community, including the Developer and its successors and assigns, but excluding those having an interest in any such lot, parcel, piece or tract of land merely as security for the payment of a debt or the performance of an obligation.

1.11 "Plat" shall mean and be defined as the easement and lot layout of Black Bear Ranch Community, an unrecorded subdivision, as recorded in Official Records Book _____, at Page _____ inclusive, of the Public Records of Volusia County, Florida.

1.12 "Subject Property" shall mean and be defined as the land comprising Black Bear Ranch Community as described on Exhibit "A" attached to these Articles and the "Moore parcels" adjoining the Black Bear Ranch Community as described on Exhibit "B" attached and incorporated into these Articles by reference. The requirement for maintenance of the road easements provided shall apply to both parcels or their successors.

1.13 "Moore Parcels" shall mean those parcels currently owned by RAYMOND AND TONYA MOORE that adjoin the Black Bear Ranch residential community as described on Exhibit "B" attached hereto that will utilize the access easements as recorded in Official Records Book _____, at Page _____ inclusive, of the Public Records of Volusia County, Florida.

1.13 Other Definitions. Other definitions contained in the Declaration are hereby specifically incorporated into these Articles by this reference thereto and shall have the same meanings as if such definitions were fully set forth herein verbatim.

ARTICLE II

NAME OF ASSOCIATION

The name of the Association shall be Black Bear Ranch Property Owners Association, Inc.

ARTICLE III

OBJECTS AND PURPOSES

The Association has been created and established for the objects and purposes of and shall have exclusive jurisdiction over and the sole responsibility for the ownership, administration, management, operation, regulation, care, maintenance, repair, restoration, replacement, preservation and protection of the Common Property specifically the access easement and road construction thereon; the establishment, levy, imposition, enforcement and collection of all Assessments for which provision is made in the Declaration; the payment of all Common Expenses as defined in the Declaration; and the promotion and advancement of the health, safety and general welfare of the members of the Association; as provided in the Declaration and in these Articles, the By-Laws of the Association, and all having to do with and being related to the maintenance of easements provided service within the Black Bear Ranch Community.

ARTICLE IV

DUTIES AND POWERS

4.1 Duties and Powers, Generally. Except as may be limited in these Articles, the Association shall have all duties, powers, rights and privileges as are, respectively, imposed and conferred upon corporations not-for-profit pursuant to the provisions of Chapter 617, Florida Statutes, and shall also have such duties and powers as are, respectively, imposed and conferred upon it pursuant to the Declaration, including, without limitation, such duties and powers as may be reasonably implied from, necessary for and incidental to the accomplishment of the objects and purposes for which the Association has been created and established.

4.2 Duties of the Association. The Association, acting by and through its Board of Directors, shall, in addition to those general and specific duties, responsibilities and obligations imposed upon it by law and those specified in the Declaration and the By-Laws, have the following specific duties, responsibilities and obligations, to wit:

4.2.1 Ownership and Management of Common Property. To own, hold, control, administer, manage, operate, regulate, care for, maintain, repair, replace, restore,

preserve and protect all Common Streets and Roads and Easements utilized for access and ingress to the property. The Association specifically has no obligation to maintain, manage, administrate, regulate or care for any easements other than those utilized for access and ingress, including, but not limited to, utility easements.

4.2.2 Payment of Common Expenses. To pay all Common Expenses associated with the ownership, administration, management, operation, regulation, care, maintenance, repair, replacement, restoration, preservation and protection of the Common Property, including, without limitation, the Common Streets and Roads and Easements utilized for access and ingress to the property. The Association specifically has no obligation to maintain, manage, administrate, regulate or care for any easements other than those utilized for access and ingress, including, but not limited to, utility easements. The amount of annual assessment upon any lot within the Moore parcel shall not exceed \$150 per year. In the event of subdivision of any lot currently existing within the Moore parcel, each new lot shall also be assessed \$150 per lot.

4.2.3 Levy and Collection of Assessments. To establish, make, levy, impose, enforce and collect all Assessments for which provision is made in the Declaration or which shall otherwise be necessary to provide and assure the availability of such funds as may be reasonably necessary to pay all Common Expenses or otherwise conduct the business and affairs of the Association, including, without limitation, such funds as may be necessary to own, manage, administer, operate, care for, maintain, improve, repair, replace, restore, preserve and protect the Common Streets and Roads and Easements.

4.2.4 Consider Membership Applications. To consider and approve or disapprove applications for membership in the Association in accordance with the terms of the Declaration, these Articles and the By-Laws of the Association.

4.2.5 Enforcement of Declaration. To assure compliance with and adherence to and otherwise to enforce the provisions of the Declaration.

4.2.6 Operate Without Profit. To operate without profit for the sole and exclusive benefit of its members and the Black Bear Ranch Community generally.

4.3 Powers of Association. The Association, acting by and through its Board of Directors, shall, in addition to those general and specific powers conferred upon it by law and those powers specified in the Declaration and the By-Laws, have the following specific powers, to wit:

4.3.1 Own and Deal With Common Property. Except as may be limited by the terms of the Declaration, these Articles and the By-Laws of the Association, to acquire, own, hold, control, administer, manage, operate, regulate, care for, maintain, repair, replace, restore, preserve, protect, buy, sell, lease, transfer, convey, encumber or otherwise deal in or with real or personal property (or any interest therein, including

easements) which is, or upon its acquisition by the Association shall thereupon become, Common Property as defined in these Articles and in the Declaration.

4.3.2 Levy and Collect Assessments. To establish, make, levy, impose, enforce and collect all Assessments and impose, foreclose and otherwise enforce all liens for Assessments for which provision is made in the Declaration in accordance with the terms and provisions of these Articles and the By-Laws of the Association.

4.3.3 Establish Reserves. To create, establish, maintain and administer such capital expenditure and other reserve funds or accounts as shall, in the discretion of the Board of Directors, be reasonably necessary to provide and assure the availability of the funds necessary for the care, maintenance, repair, replacement, restoration, preservation and protection of all Common Streets and Roads, and all other Common Property and for such other purposes as its Board of Directors, in its reasonable discretion, shall deem necessary or appropriate.

4.3.4 Sue and Be Sued. To sue and be sued and to defend any suits.

4.3.5 Employ and Contract. To employ such persons or to contract with such independent contractors or managing agents as shall be reasonably required in order for the Association to carry out, perform and discharge all or any part of its duties, obligations and responsibilities pursuant to the Declaration and these Articles; provided, however, that any such employment contract or contract with any independent contractor or managing agent for a term of more than one (1) year shall, by its express terms, be terminable: (a) for cause at any time on not more than thirty (30) days' written notice by the Association; and (b) without cause at any time after one (1) year on not more than sixty (60) days' written notice by either party, and, provided further, that any such contracts shall otherwise be subject to the provisions of Section 4.4 of these Articles.

4.3.6 Enforce Declaration. To take such steps as may be necessary to enforce the provisions of the Declaration, including, without limitation, the employment of counsel and the institution and prosecution of litigation to enforce the provisions of the Declaration, including, without limitation, such litigation as may be necessary to collect assessments and foreclose liens for which provisions are made in the Declaration.

4.3.7 Establish and Enforce Rules and Regulations. To make, establish, promulgate and publish, and to enforce, such rules and regulations for the protection and governing the use of the Common Property as the Board of Directors deems to be in the best interest of the Association and its members.

4.3.8 Other Activities. To engage in any and all other activities permitted to be engaged in by a corporation not-for-profit under the laws of the State of Florida as may be necessary or appropriate for the achievement of the objects and purposes for which

the Association has been created, formed and established.

4.4 Limitation on Powers. In addition to such other restrictions or limitations on the powers of the Association as may be imposed by law, elsewhere in these Articles, in the By-Laws of the Association or in the Declaration, and without limiting the generality of any thereof, the Association shall be prohibited from taking any of the following actions without the prior approval of a majority of the total voting power of the Association, to wit:

4.4.1 Contracts for a Term in Excess of One Year. The entry into any employment contracts or other contracts for the delivery of services or materials to the Association having a term in excess of one (1) year, except in the case of prepaid insurance, casualty or liability contracts or policies for not more than three (3) years' duration; provided, however, that the applicable contract or policy provides for and permits short rate cancellation by the insured.

4.4.2 Sale or Transfer of Real Property. In no event shall the Association be entitled or empowered to sell, convey or transfer any real property constituting common Property transferred and conveyed by the Developer to the Association pursuant to the provisions of the Declaration without first receiving the prior written consent of the Developer.

ARTICLE V

MEMBERSHIP

5.1 Membership. Every Lot Owner who or which has been approved by the Association for membership in the Association in accordance with the provisions of these Articles and Declaration shall automatically and mandatorily be a member of the Association upon becoming an Owner.

5.2 Transfer of Membership. Membership in the Association shall be appurtenant to and may not be separated from the ownership interest a Lot Owner in the lot, piece, parcel or tract of land within the Subject Property owned by such Lot Owner. The membership of a Lot Owner in the Association shall not be transferred, pledged or alienated in any way, except that such membership shall automatically be transferred and assigned to a transferee approved by the Association for membership upon the transfer of the ownership interest required for membership in the Association. The Association shall have the right to record any such automatic transfer upon the books and records of the Association without any further action or consent by the transferring Owner or any transferee Owner. Any attempt to make a prohibited transfer of membership, however, shall be void and of no force and effect and will not be reflected upon the books and records of the Association.

5.3 Members' Rights. The rights of every member of the Association shall be subject to and governed by the terms and provisions not only of the Declaration and these Articles, but, in addition, shall at all times be subject to the terms and provisions of the By-Laws and Rules and Regulations of the Association.

ARTICLE VI

VOTING RIGHTS

6.1 Vesting of Voting Rights. An Owner's right to vote shall vest immediately upon such Owner's qualification for membership as provided in these Articles, the By-Laws and the Declaration. All voting rights of a member shall be exercised in accordance with and subject to the restrictions and limitations provided in the Declaration, these Articles, the By-Laws and the Rules and Regulations of the Association.

6.2 Approval by Members. Unless elsewhere otherwise specifically provided in the Declaration, these Articles or the By-Laws, any provision of the Declaration, these Articles or the By-Laws which requires the vote or approval of a majority or other specified fraction or percentage of the total voting power of the Association or any class or classes of membership therein shall be deemed satisfied by either, both or a combination of the following:

6.2.1 Vote. The vote in person or by proxy of the majority or other specified fraction or percentage of the membership at a meeting duly called and noticed pursuant to the provisions of the By-Laws of the Association dealing with annual or special meetings of the members of the Association.

6.2.2 Written Consent. Written consents signed by the majority or other specified fraction or percentage of members of the Association.

6.3 Lot Owners. A "Lot Owner" is entitled to one vote for every "lot" owned within the Black Bear Ranch Community.

ARTICLE VII

BOARD OF DIRECTORS

7.1 Purpose. The property, business and affairs of the Association shall be managed and governed by a Board of Directors.

7.2 Number. The number of directors on the Board of Directors from time to time shall never be less than three (3) nor more than twelve (12). The number of directors shall be determined from time to time by the Board of Directors, but shall always be an odd number. The number of directors may be increased or decreased by the Board of Directors from time to

time as provided in the By-Laws of the Association, but shall never be less than three (3). In the absence of a determination by the Board of Directors of the number of directors on the Board from time to time, there shall be three (3) directors.

7.3 Qualification. Except for the initial directors designated in Section 7.6 of these Articles and any directors thereafter from time to time appointed or elected by the Developer, all directors of the Association must be members of the Association.

7.4 Term of Office. The term of office of the directors of the Association shall be three (3) years or as otherwise specified in the By-Laws.

7.5 Election of Directors. Subject to the terms and provisions of Sections 7.7 and 7.8 of these Articles, the directors of the Association shall be elected by majority vote of the members of the Association in accordance with these Articles and the By-Laws of the Association at the regular annual meeting of the members of the Association or at a special meeting of the members of the Association duly called for such purpose.

7.6 Initial Board of Directors. The Board of Directors shall initially consist of three (3) directors. The names and addresses of the members of the initial Board of Directors who shall hold office and serve until their successors are elected or appointed or until they are removed in accordance with these Articles and the By-Laws of the Association are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Jeffrey L. Forbes	1955 S. Woodland Boulevard DeLand, FL 32720
Christopher Forbes	1955 S. Woodland Boulevard DeLand, FL 32720
Karen Neilson	1955 S. Woodland Boulevard DeLand, FL 32720

7.7 Duties and Powers. All of the duties and powers of the Association existing under and pursuant to Chapter 617, Florida Statutes, the Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board of Directors, subject to approval by the members of the Association only when specifically required.

7.8 Removal. Directors may be removed and vacancies on or in the Board of Directors shall be filled in the manner provided in the By-Laws.

ARTICLE VIII

OFFICERS

8.1 Officers, Generally. The affairs of the Association shall be administered by a President, Vice President, Secretary, Treasurer and such other officers as the Board of Directors may from time to time by resolution create. The offices of Vice President, Secretary and Treasurer or any other offices may be combined from time to time by the Board of Directors in its discretion, except that the office of President shall not be combined with any other office.

8.2 Election. Except as hereinafter provided with respect to the initial officers of the Association, the officers of the Association shall be elected by the Directors of the Association from among themselves at a meeting of the directors held immediately following the termination of the annual meeting of members at which the directors are elected.

8.3 Term. All officers of the Association shall hold office for a term of one (1) year or until their successors are elected, but may be removed from office by the Board of Directors, with or without cause, at any time.

8.4 Duties of Officers. The duties of the officers shall be as set forth in the By-Laws of the Association.

8.5 Initial Officers. The names, titles and addresses of the initial officers of the Association who shall hold office and serve until their successors are elected are as follows:

<u>OFFICE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	Jeffry L. Forbes	1955 S. Woodland Boulevard DeLand, FL 32720
Vice President	Christopher Forbes	1955 S. Woodland Boulevard DeLand, FL 32720
Secretary/Treasurer	Karen Neilson	1955 S. Woodland Boulevard DeLand, FL 32720

8.6 Vacancy Before First Meeting. In the event of a vacancy in any office of the Association prior to the first annual meeting of the members of the Association, such vacancy shall be filled by an individual appointed by the Developer.

ARTICLE IX

TRANSACTIONS IN WHICH OFFICERS OR DIRECTORS ARE INTERESTED

9.1 Contracts Valid. All contracts or transactions between the Association and any other individual, corporation, partnership, association or other organization or entity in which one or more of the officers or directors of the Association are officers or directors, or has a direct or indirect financial interest, including the Developer and any affiliate of the Developer, shall be as valid as if the same were engaged in or entered into by or with a disinterested party. No such contract or transaction shall be invalid, void or voidable solely for this reason, or solely because the officer or director is present at or participates in the meeting of the Board of Directors which authorized the contract or transaction, or solely because the vote of said officer or director is counted for such purpose. No officer or director of the Association shall incur liability by reason of the fact that said officer or director may be interested in any such contract or transaction.

9.2 Interested Directors Counted in Quorum. Interested directors may be counted in determining the presence of a quorum at any meeting of the Board of Directors at which a contract or transaction in which such director may be interested is authorized.

9.3 Duty to Disclose. Notwithstanding the foregoing, any officer or director of the Association shall have a duty to disclose to the Board of Directors of the Association that such officer or director is also an officer or director of or otherwise has a financial interest, direct or indirect, in any individual or business organization or entity with which the Association proposed to contract or otherwise transact business. Such disclosure shall be reflected in the minutes of the meeting at which any vote is taken on a proposed contract or business transaction with any individual or business organization or entity in which an officer or director of the Association has any interest.

ARTICLE X

INDEMNIFICATION AND RELEASE OF OFFICERS AND DIRECTORS

10.1 Indemnification. Every officer and every director of the Association shall be indemnified by the Association against all expenses and liabilities, including reasonable attorneys' fees, incurred by or imposed upon him or her in connection with any proceeding to which he or she may be a party or in which he or she may become involved by reason of his or her being or having been an officer or a director of the Association, or in connection with or on account of any settlement thereof, whether or not he or she is an officer or a director of the Association at the time that such expenses and liabilities are incurred, except in such cases wherein any such officer or director is judged guilty of willful misfeasance or malfeasance in

the performance of his or her duties; provided, however, that any claim for reimbursement or indemnification hereunder may be settled with the approval of the Board of Directors in the best interest of the Association.

10.2 Right of Indemnification Cumulative, Not Exclusive. The right of indemnification provided by this Article X shall be in addition to and not exclusive of and shall not be deemed to limit, in any way, the powers of the Association to indemnify any officer or director and the right of any officer or director to be indemnified by the Association by or under the common law or statutory laws of the State of Florida, the Declaration, the By-Laws or otherwise.

10.3 Release of Officers and Directors. The resignation or expiration of the term of office of, or the removal or replacement of, a director who has been elected or designated by the Developer, including those directors initially designated in these Articles, and the resignation or expiration of the term of office of or the removal or replacement of an officer of the Association who has been appointed by the initial Board of Directors, including those officers initially designated in these Articles, shall remise, release, acquit, satisfy and forever discharge such director or officer of and from all manner of action and actions, cause and causes of actions, suits, debts, covenants, contracts, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Association or any of its members, other than Developer, had, now have, or which any heir, personal representative, successor or assign of the Association or its members, other than Developer, hereafter can, shall or may have against any such director or officer of the Association for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of such director's or officer's resignation, removal or replacement or the expiration of such director's or officer's term of office.

ARTICLE XI

BY-LAWS

The initial By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the By-Laws. No amendment to the By-Laws shall change the rights and privileges of the Developer without its approval. In the event of any conflict between the provisions of these Articles and the provisions of the By-Laws, the provisions of these Articles shall control.

ARTICLE XII

AMENDMENTS

12.1 Amendments, Generally. These Articles may only be changed, amended, modified or rescinded in the following manner:

12.1.1 Resolution of Board of Directors. The Board of Directors shall initially propose any amendments to these Articles. Any such proposal shall be by resolution duly adopted by the Board of Directors setting forth the specific terms and provisions of the proposed amendment and directing that the proposed amendment be submitted to a vote of the members of the Association at the next annual meeting or at a special meeting of the members of the Association duly called for such purpose.

12.1.2 Notice of Meeting. Written notice setting forth the date and time of the meeting at which the proposed amendment is to be voted upon and also setting forth the specific terms and provisions of the proposed amendment, or a summary of the changes to be effected by the proposed amendment, shall be given in accordance with the provisions of the By-Laws to each member of the Association entitled to vote thereon. Such meeting may not occur less than fifteen (15) days nor more than sixty (60) days from the date of the giving of the notice of the meeting at which the proposed amendment is to be considered and voted upon.

12.1.3 Vote of Members. A vote of the members of the Association entitled to vote thereon shall be taken on the proposed amendment at the meeting of which notice has been given as provided in Section 12.1.2 above. The proposed amendment shall be adopted upon receiving the affirmative vote of three-fourths (3/4ths) of the votes of the members of the Association cast at such meeting, whether in person or by proxy. Any number of amendments may be proposed by the Board of Directors and voted upon by the members of the Association at any one meeting.

12.2 Written Consent. Notwithstanding anything to the contrary set forth in this Article XII, if a majority of the directors and such number of the members of the Association as eligible to vote and cast two-thirds (2/3rds) of the total voting power of the Association sign a written statement manifesting their intention that an amendment to these Articles be adopted, then the amendment shall thereby be adopted as though the requirements of Section 12.1 of these Articles had been satisfied.

12.3 Articles of Amendment. Upon the approval of an amendment to these Articles in accordance with the provisions of this Article XII, the officers of the Association shall cause Articles of Amendment to be executed and delivered to the Office of the Secretary of State of the State of Florida as provided by law.

12.4 Limitations on Amendments. Notwithstanding anything to the contrary set forth

in the Declaration, these Articles or the By-Laws of the Association, these Articles may not be changed, amended, modified or rescinded in any fashion or respect which would result in any change, amendment, modification, diminution or elimination of or otherwise affect the rights, privileges of or benefits accruing hereunder to either the Developer, the County, the St. Johns River Water Management District or any successor in title without first receiving the prior written consent and approval of the Developer and such other of these parties as may be or whose rights, privileges, benefit or interest may be adversely or otherwise affected by any such amendment to these Articles.

ARTICLE XIII

DURATION

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

ARTICLE XIV

NON-PROFIT STATUS

No part of the net earnings of the Association shall inure to the benefit of any of its members or any other individual. Accordingly, the Association shall not carry on any activity for the profit of its members, or distribute any gains, profits or dividends to any of its members as such, or engage, except to an insubstantial degree, in any activities which are not in furtherance of the specific and primary objects and purposes of the Association. The Association may, however, provide a rebate, reimbursement or refund of excess membership dues, fees or Assessments to its members. In determining whether there should be any such rebate, reimbursement or refund or the amount of any such rebate, reimbursement or refund, the earnings of the Association are not to be taken into account in any manner.

ARTICLE XV

REGISTERED OFFICE AND AGENT

The name of the registered agent and the address of the office of the Association are as follows:

NAME

Glenn D. Storch, Esquire

ADDRESS

Storch, Hansen & Morris, P.A.
1620 S. Clyde Morris Blvd., Ste. 300
Daytona Beach, FL 32119

The principal office of the corporation shall be:
1955 S. Woodland Blvd.
DeLand, FL 32720

ARTICLE XVI

INCORPORATOR

The name and address of the incorporator of these Articles of Incorporation are Jeffry Forbes, 1955 S. Woodland Boulevard, DeLand, FL 32720.

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation this 23rd day of January, 1998.

Jeffry L. Forbes
JEFFRY L. FORBES

STATE OF FLORIDA
COUNTY OF VOLUSIA ss.:

The foregoing instrument was acknowledged before me this 23rd day of ~~December~~ January, 1998, by JEFFRY L. FORBES who is personally known to me or who has produced _____ as identification and who did not take an oath.

Diana L. Barcomb

Notary Public
State of Florida at Large
My Commission No. CC 525306
Expires: 2/21/2000



CERTIFICATE OF DESIGNATION
REGISTERED AGENT/REGISTERED OFFICE

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

1. The name of the corporation is:

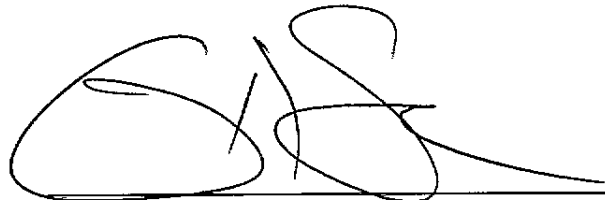
BLACK BEAR RANCH PROPERTY OWNERS ASSOCIATION, INC.

2. The name and address of the registered agent and registered office is:

**Glenn D. Storch, Esquire
Storch, Hansen & Morris, P.A.
1620 S. Clyde Morris Blvd., Ste. 300
Daytona Beach, FL 32119**

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HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE-STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.


GLENN D. STORCH, Esquire