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November 24, 1998

Secretary of State
Division of Corporations
Post Office Box 6327
Tallahassee, FL 32314

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****122.50 *****78.75

Re: GOLF PARK PROPERTY OWNERS ASSOCIATION, INC.

Enclosed please find original and one copy of Articles of Incorporation of GOLF PARK PROPERTY OWNERS ASSOCIATION, INC. and check payable to the Department of State in the amount of \$122.50, representing the filing fee (\$35.00), Resident Agent Certificate (\$35.00) and one certified copy (\$52.50).

I would appreciate your filing the above immediately upon receipt and returning the enclosed copy to me as a certified copy after the original is filed.

Yours very truly,

John P. McKeever

JPM:mkw

Enclosures

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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**ARTICLES OF INCORPORATION OF GOLF PARK
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 1.00
NAME**

1.01 The name of the corporation is GOLF PARK PROPERTY OWNERS ASSOCIATION, INC.

**ARTICLE 2.00
INITIAL PRINCIPAL OFFICE**

2.01 The initial principal office of the Corporation is C/O Patillo & McKeever, 2100 S.E. 17th Street, Suite 300, Ocala, FL 34471.

**ARTICLE 3.00
REGISTERED AGENT**

3.01 The name of the registered agent is IBC Fiduciary Inc. and the address of the registered office is 100 S.E. 2nd Street, Suite 2315-A, Miami, Florida 33131

**ARTICLE 4.00
DEFINITIONS**

All definitions contained in the Declaration of Protective Covenants, Restrictions, Easements, Property Owner Responsibilities, Mandatory Property Owner's Association Membership, Assessment Provisions and Lien Rights (the "Declaration") are incorporated herein by reference and made a part hereof.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE 5.00

PURPOSE

5.01 **PURPOSE:** The primary purpose of the Association is to create an entity to organize recreational, social, and cultural activities for Lot Owners within Property, and such additional property as may be subjected to the Declaration by an instrument recorded in the Public Records of Marion County, Florida; to provide a forum for discussion and communication among Owners of Property; and to facilitate and assure the maintenance of Common Areas located within Property, including but not limited to unpaved portions of public rights-of-way 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 6.00

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, recreational or cultural activities in which its membership is interested.

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 any 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 attainment of any of its purposes or functions or for the improvement, maintenance and upkeep of Common Areas, unpaved portions of public rights of way, and drainage easements located within Property.

6.07 To manage, control, operate, maintain, repair, and improve Common Areas and drainage easements located within Property.

6.08 To enforce covenants, conditions, or restrictions affecting 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 public or private entity or agency.

6.10 To operate, maintain, and manage the Surface Water or Storm Water Management Systems located within Property in a manner consistent with the requirements of the St. John's River 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 all authorized activities including the Surface Water or Storm Water Management systems located within Property.

ARTICLE 7.00 MEMBERSHIP

7.01 MEMBERSHIP IS MANDATORY. Declarant, and every Owner as defined in the Declaration must be a Member of the Association. Except for the Declarant, 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 the Declaration,

these Articles, and such Bylaws and operating procedures as may be promulgated by the Association from time to time.

7.02 **CLASSES OF MEMBERSHIP.** The Association shall have two (2) Classes of Membership: The Class "A" Members shall be the owners of Lots in Golf Park except the Developer. The Developer shall be the Class "B" Member. The Class B membership shall terminate when Developer ceases to own any lot subject to the Declaration.

ARTICLE 8.00 VOTING RIGHTS

8.01 The voting rights in the Association shall be as follows:

Each Class A Member shall be entitled to one (1) vote for each lot owned upon which assessment are charged.

The Class B Member shall be entitled to four (4) votes for each lot for which Developer holds record or beneficial title.

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 one 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.

ARTICLE 9.00 BOARD OF DIRECTORS

9.01 The affairs of the Association shall be managed by a Board of Directors consisting of not less than THREE (3) nor more than FIVE (5) persons who need not be a lot owner or 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 FIVE (5) Directors by a majority vote of the Board.

9.02 The first election of the Board shall be held within THIRTY (30) days after

January 1, 2000, 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. Directors shall be elected by majority vote of the Members.

9.03 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 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	FAX
9.03.01	Lucius Smejda President & Secretary	100 S.E. 2nd Street Suite 2315-A Miami, FL 33131	(305) 358-4441	(305) 358-1144
9.03.02	Michelle Mousin Treasurer	101 N.E. 1st Avenue Ocala, FL 34470	(352) 629-6101	(352) 629-7204
9.03.03	Jeanie Henley Vice President & Asst. Secretary	444 Brickell Avenue Suite 51-246 Miami, FL 33131	(305) 371-4604	(305) 371-4505

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 TWO (2) 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 or improve, and for the express purpose of maintaining or improving Common 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.

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 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.

The Board may, in their complete and sole discretion, propose a special assessment against specific Lots for one time and/or extraordinary expenses associated with the construction or maintenance of improvements not common to the entire subdivision. The Board shall give each Member of said specific lots a 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 the same day or greater than THIRTY (30) 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 Owners within Property who are assessed. Special assessments shall require a vote of a majority of Owners of Lots adjoining or directly benefiting from improvements.

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 assessment is made whether made on that date or at a later date.

If the assessments or other charges are not paid within TEN (10) days after due date, a late charge of FIVE (5%) PERCENT of the amount of such unpaid installment shall be imposed (provided that only one late charge may be imposed on any one unpaid installment and if such installment is not paid the installment and the late charge shall accrue interest as provided herein, but shall not be subject to additional late charges, provided, that each other installment or other charge thereafter coming due shall be subject to one late charge each as aforesaid) and become immediately due and payable in full. All such sums shall bear interest from the dates when due until paid at EIGHTEEN (18%) percent per annum compounded annually, and the Association may bring an action at law against the Owner(s) personally obligated to pay the same, may record a claim of lien (as evidence of its lien rights) against the lot on which the assessments, charges, and late charges are unpaid, may foreclose the lien against the lot on which the assessments, charges, and late charges are unpaid, or may pursue one or more of such remedies at the same time or successively. Attorneys' fees and costs actually incurred in preparing and filing the claim of lien and the complaint, if any, and prosecuting same shall be added to the amount of such assessments, charges, late charges and interest. In the event a judgment is obtained, such judgment shall include all such sums as above provided and attorneys' fees actually incurred together with all costs of the action, through all applicable appellate levels. 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 purchase at a sale in foreclosure of any such mortgage or any such mortgages 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 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 St. John's River Water Management District prior to such termination, dissolution, or liquidation.

ARTICLE 12.00
DURATION

The corporation shall exist perpetually.

ARTICLE 13.00
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 FIFTY-ONE PERCENT (51%) of the Members in attendance, in person, or by proxy, entitled to vote, including both Class "A" and Class "B" members. Notwithstanding the foregoing, as long as Declarant owns any lot, no amendment shall be permitted without the written consent of Declarant.

ARTICLE 14.00 SUBSCRIBERS

The name and street address of the subscriber and incorporator to these Articles is Lucius Smejda 100 S.E. 2nd Street, Suite 2315-A, Miami, FL 33131

ARTICLE 15.00 OFFICERS

The Board shall elect or appoint the officers, which may include among others the President, one Vice-President, Secretary, and Treasurer.

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

NAME	ADDRESS	PHONE	FAX
Lucius Smejda President & Secretary	100 S.E. 2nd Street Suite 2315-A Miami, FL 33131	(305) 358-4441	(305)358-1144
Michelle Mousin	101 N.E. 1st Avenue	(352) 629-6101	(352)629-7204

Treasurer Ocala, FL 34470

Jeanie Henley 444 Brickell Avenue (305) 371-4604 (305)371-4505
Vice-President Suite 51-246
& Asst. Sec'y Miami, FL 33131

ARTICLE 16.00
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 the Bylaws shall be binding on all Members.

ARTICLE 17.00
INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association shall and does hereby indemnify and hold harmless Declarant, 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 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, Director, or Officer may be entitled. Yet, such indemnification will not apply if any of the foregoing have acted in a wanton, willful or reckless manner.

ARTICLE 18.00
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 or 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.

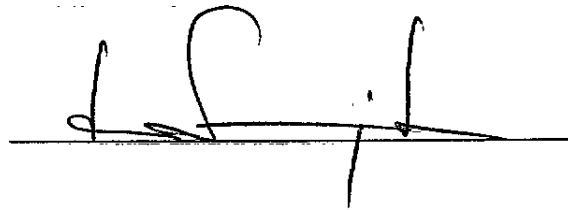
Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

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 10th day of November, 1998.

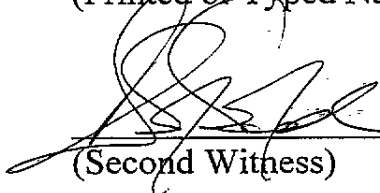
LUCIUS SMEJDA

Signed, sealed and
delivered in our presence:

Elena Carbayo
(SEAL)
(First Witness)



ELENA CARBAYO
(Printed or Typed Name)

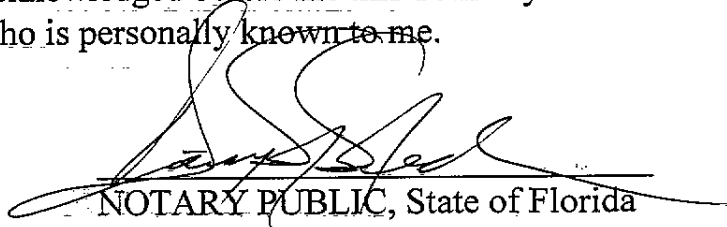


(Second Witness)

DAISY M. MEDINA
(Printed or Typed Name)

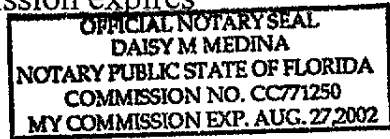
State of FLORIDA
County of DADE

The foregoing instrument was acknowledged before me this 10th day of November, 1998, by LUCIUS SMEJDA, who is personally known to me.



NOTARY PUBLIC, State of Florida

My commission expires



CERTIFICATE OF DESIGNATION
REGISTERED AGENT/REGISTERED OFFICE

Pursuant to the provisions of Section 607.0501 and 617.0501, Florida Statutes, the undersigned corporation, organized under the laws of the State of Florida, submits the following statement in designating the registered office/registered agent, in the State of Florida.

1. The name of the corporation is: **GOLF PARK PROPERTY OWNERS ASSOCIATION, INC.**

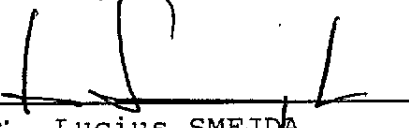
2. The name and address of the registered agent and office is:

IBC Fiduciary, Inc.
100 SE 2nd Street, Suite 2315-A
Miami, Florida 33131

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE 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.

IBC FIDUCIARY, INC.

By: 
Print Name: Lucius SMEJDA
 Vice President

DATE: November 10, 1998