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ROSANNE P. PERRINE

May 27, 1999

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-06/01/99--01134--005  
\*\*\*\*\*78.75 \*\*\*\*\*78.75

Division of Corporations  
Department of State  
P. O. Box 6327  
Tallahassee, FL 32314

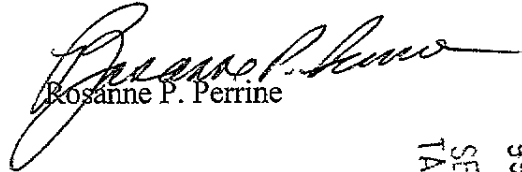
**RE: Sandy Oaks Homeowners Association, Inc.**

Dear Sir or Madam:

Enclosed please find the original and one copy of the executed Articles Incorporation of Sandy Oaks Homeowners Association, Inc. Also enclosed is our firm check in the amount of \$78.75 to cover the cost of filing and a Certificate of Status. The designation of Registered Agent and acceptance thereof are incorporated into the Articles of Incorporation.

Thank you for your assistance in this matter.

Sincerely,

  
Rosanne P. Perrine


RPP/lg  
Enclosures

45239

Rosanne GAVE  
AUTHORIZATION BY PHONE TO  
CORRECT Amicus  
DATE 6/7/99  
DOC. EXAM hmi

FILED  
99 JUN -1 AM 8:41  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

6/15/99

  
6/8/99

**ARTICLES OF INCORPORATION  
OF  
SANDY'S BLUFF HOMEOWNERS' ASSOCIATION, INC.**

FILED  
JUN - 1 AM 8:41  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

THE UNDERSIGNED hereby associate themselves for the purpose of forming a corporation not for profit under and pursuant to Chapter 617, Florida Statutes, and do certify as follows:

**ARTICLE I  
NAME**

The name of this corporation is Sandy's Bluff Homeowners' Association, Inc. The corporation is referred to herein as the "Association."

**ARTICLE II  
DEFINITIONS**

- (a) "Association" shall mean and refer to Sandy's Bluff Homeowners' Association, Inc., a corporation not for profit.
- (b) "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, Restrictions and Easements for Sandy's Bluff, as is recorded in the public records of Duval County, Florida, as the same may be amended from time to time. Any terms used, but not defined, herein shall have the meaning ascribed to them in the Declaration.
- (c) "Developer" shall mean and refer to GreenTree Investment Corp., and its successors or assigns.
- (d) "Owner" or "Member" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or parcel which is a part of the Property subject to the Declaration, including contract sellers (but not contract purchasers) and Developer.
- (e) "Properties" or "Property" shall mean and refer to that certain real property located in Duval County, Florida, which is subject to the Declaration of Covenants, Conditions, Restrictions and Easements for Sandy's Bluff, to be recorded in the public records of Duval County, Florida.
- (f) "Lot" shall mean and refer to any parcel of the Property intended to contain one (1) residence.
- (g) "Common Area" shall mean and refer to all real and/or personal property which the Association and/or the Developer owns and holds for the common use and enjoyment of the members of the Association, their tenants and business invitees.

ARTICLE III  
PRINCIPAL OFFICE AND AGENT

The street address of the principal office of the Association is 6273 Rivulet Road, Jacksonville, Florida 32258. The initial resident agent of the Association shall be C. Guy Bond, Esquire, whose address is 3010 South Third Street, Jacksonville Beach, Florida 32250.

ARTICLE IV  
PURPOSES AND POWERS

The Association is a corporation not for profit. No part of its net earnings shall inure to the benefit of any private shareholder or member.

The purposes for which the Association is organized are as follows:

- (a) To establish, maintain, operate and provide all community services of every kind and nature required or desired by the Members, including without limitation, those services and functions described in the Declaration.
- (b) To provide for the enforcement of the Declaration.
- (c) To engage in such other activities as may be to the mutual benefit of the Members and the Owners of portions of the Property.
- (d) To own, operate and manage properties conveyed to it in accordance with the Declaration.
- (e) To operate, maintain and manage the surface water or storm water management system(s) in a manner consistent with St. Johns River Water Management District permit requirements and applicable District rules, and assist in the enforcement of the restrictions and covenants contained herein.
- (f) To do such other things as may be necessary and proper to carry out and accomplish the above purposes.

In furtherance of the aforesaid purposes, the Association shall have all of the powers of a Corporation Not for Profit organized and existing under the laws of the State of Florida, which powers shall include, but are not limited to, the power:

- (a) To make, levy and collect adequate assessments from its Members and to expend the proceeds of such assessments and charges for the benefit of its Members and to 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.

(b) To contract with others to provide the services, benefits and advantages desired.

(c) To enforce or defend by legal action suits on behalf of the Association.

(d) To make, establish and enforce reasonable rules and regulations governing the use of the property owned the Association.

(e) To maintain, repair, replace and operate those portions of the property that the Association has the duty or right to maintain, repair, replace and operate under these Articles and the Bylaws of the Association.

(f) To contract for the management of its property and to delegate to such contractors all powers and duties of the Association.

(g) To employ personnel to perform the services required or authorized by these Articles and by the Bylaws of the Association.

(h) To purchase insurance upon its property for the protection of the Association and its Members.

(i) To reconstruct improvements contracted on its property after casualty or other loss.

(j) To make additional improvements to its property.

(k) To acquire and enter into agreements whereby it acquires leaseholds, memberships or other possessory or use interests in lands or facilities including but not limited to marinas, lakes and other recreational facilities, whether or not contiguous.

(l) To enforce or defend by legal action the provisions of these Articles, the Bylaws of the Association, and the Declaration.

(m) To grant permits, licenses and easements over the Common Areas for the purpose of providing for utilities and/or cable television as the Association deems necessary or convenient.

(n) To use assessments for the maintenance and repair of the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements.

## ARTICLE V MEMBERS

The Members of the Association shall consist of all owners of record title to Lots or parcels, but shall not include mortgagees or other holders of security interests. The first Board of Directors named in these Articles of Incorporation and other Directors selected by the Class B Member regardless of such ownership of real property in the subdivision shall also be Members of the Association until termination of the Class B membership as provided herein.

Membership in the Association cannot be assigned, hypothecated or transferred in any manner except as may be provided in the Bylaws.

The Association shall have two classes of membership: Class A and Class B. Class A Members shall be all persons owning one or more Lots. Class B Members shall be the Developer.

Notwithstanding the other provisions contained in these Articles to the contrary, the Developer, as the Class B member, or its successors in interest, shall exercise all rights and privileges under these Articles until the Class B membership terminates pursuant to these Articles. Developer, prior to relinquishing control of the Association or otherwise allowing control to transfer to the Directors of the Association elected by the Class A members, shall provide at least 30 days written notice to the St. Johns River Water Management District that all terms and conditions placed upon Developer by permits or authorizations from the St. Johns River Water Management District have been satisfied in full and that transfer is proposed to occur on a specific date. Class B membership shall terminate upon the happening of one of the following events, whichever shall first occur:

(a) Three months after ninety percent of the Lots that will ultimately be operated by the Association on the Property, or any part of the Additional Property have been conveyed to Members other than the Developer; or

(b) When Developer, in its sole discretion, determines to terminate its Class B Membership.

Each Lot shall be entitled to one vote. When more than one person holds an ownership interest in any Parcel, the vote for such Lot shall be exercised as the owners of all such interest determine among themselves, but in no event shall more than one vote be cast with respect to each Lot. In the event of a disagreement among such persons and an attempt by two (2) or more of them to cast the vote of such Lot, such vote shall not be recognized, and the Lot shall not be counted for any purpose until such dispute is resolved.

Until the time at which the Class B membership terminates, as provided herein, the Class B Member shall be vested with the sole voting rights in the Association, except on such matters as to which the Declaration, these Articles of Incorporation, or Bylaws of the Association specifically

require a vote of the Class A Members.

#### ARTICLE VI TERM

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. This corporation shall exist perpetually.

#### ARTICLE VII BOARD OF DIRECTORS

The business and affairs of the Association shall be managed by a Board of Directors consisting of not less than one (1) Directors, nor more than nine (9) Directors. The first Board of Directors shall consist of (3) Members. The Board of Directors shall be elected by the members of the Association entitled to vote.

The names and addresses of the first Board of Directors who shall hold office until their successors are elected and have qualified, are as follows:

Johnny L. Dudley  
6273 Rivulet Road  
Jacksonville, FL 32259

Kimber L. Andrews  
6273 Rivulet Road  
Jacksonville, FL 32259

Vance Goode  
6273 Rivulet Road  
Jacksonville, FL 32259

The Directors of the Association shall be elected at the time and in the manner provided for in the Bylaws.

#### ARTICLE VIII OFFICERS

The officers of the Association shall consist of a President, one or more Vice Presidents, a Secretary and a Treasurer. The officers in the Association shall be elected by a majority vote of the Board of Directors of the Association and shall hold office at the pleasure of the Board. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary. The initial officers are:

President/Treasurer  
Vice President/Secretary

Johnny L. Dudley  
Kimber L. Andrews

## ARTICLE IX INDEMNIFICATION

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees reasonably incurred or imposed upon him in connection with any proceeding to which he may be party, or in which he may become involved, by reason of his being or having been a Director or officer of the Association, of any settlement thereof, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of directors 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.

## ARTICLE X DISPOSITION OF ASSETS UPON DISSOLUTION

No Member, Director, or Officer of the Association or other private individual shall be entitled to share in the distribution of any of the corporate assets upon dissolution of the Association. Unless agreed to the contrary by seventy-five percent (75%) of each and every class of membership, upon dissolution of the Association, the assets of the Association shall be dedicated, granted, conveyed and assigned to an appropriate public body, agency or agencies, utility or utilities or any one or more of them or any one or more non-profit corporations, associations, trusts or other organizations to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. No disposition of the Association's assets shall be effective to divest or diminish any right or title of any Member vested in him under recorded covenants and restrictions applicable to such assets unless made in accordance with the provisions of such covenants and restrictions.

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 40B-4.2035, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

Such dedication or approval must be authorized by the St. Johns River Water Management District through modification of any and all permits or authorizations issued by the St. Johns River Water Management District. Such modification shall be made under the lawfully adopted rules of the St. Johns River Water Management District in effect at the time of application for such modification."

ARTICLE XI  
AMENDMENT OF ARTICLES

These Articles may be amended at any time by an affirmative vote of two-thirds (2/3) or more of the Members of the Association entitled to vote in accordance with the limitations set forth in Article V of these Articles. Amendments 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 surface water or stormwater 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 St. Johns River Water Management District. Such approval shall be in the form of a modification to any and all permits issued by the St. Johns River Water Management District under the lawfully adopted rules of the St. Johns River Water Management District in effect at the time of application for such modification. Amendments to these Articles or the Bylaws which do not impact operation or maintenance of the system may be made without authorization of the St. Johns River Water Management District; however, copies of any such amendments shall be forwarded to the District within 30 days of approval.

ARTICLE XII  
BYLAWS

The Association's Bylaws initially will be adopted by the Board of Directors. Thereafter, until the time at which the Class B membership terminates and the Class A membership is entitled to vote as provided in Article V of these Articles, the Bylaws may be amended upon a majority vote of the Board of Directors. After such time as Class A members shall be entitled to vote, these Bylaws may be amended by two-thirds (2/3) of the Members entitled to vote.


ARTICLE XIII  
INCORPORATOR

The name and address of the incorporator of these Articles of Incorporation is:

C. Guy Bond, Esq.  
3010 South Third Street  
Jacksonville Beach, FL 32250



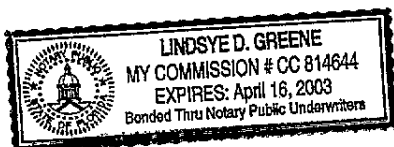
IN WITNESS WHEREOF, the subscribing incorporator has hereunto set his hand and seal and caused these Articles of Incorporation to be executed this \_\_\_\_\_ day of May, 1999.

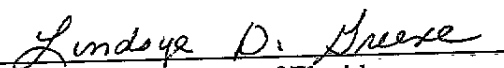
  
C. Guy Bond

STATE OF FLORIDA  
COUNTY OF DUVAL

Before me, the undersigned Notary Public, in and for said County and State, personally appeared C. Guy Bond, personally known to me, who, after first duly sworn, deposed under oath and said that the foregoing Articles of Incorporation were prepared under his direction and that he had knowledge of the facts stated therein, that said facts are true, and that he executed the same freely and voluntarily and for the purposes stated therein.

Given under my hand and official seal, this 26<sup>th</sup> day of May, 1999.



  
Notary Public, State of Florida  
My Commission expires:

☒ Personally known to me, OR  
☐ Produced drivers license as identification  
☐ Produced other identification

ACKNOWLEDGMENT

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

  
C. Guy Bond