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Hankin, Persson, Davis & Darnell

Attorneys and Counselors At Law
A Partnership of Professional Associations
2033 Main Street, Suite 400
Sarasota, Florida 34237
Telephone (941) 365-4950
Facsimile (941) 365-3259

Lawrence M. Hankin
David P. Persson
David D. Davis
Robert W. Darnell*
Andrew H. Cohen

*Board Certified Wills, Trusts & Estates

June 28, 1999

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Department of State
Divisions of Corporations
Corporate Records Bureau
Post Office Box 6327
Tallahassee, FL 32301

Re: Bobcat Trail Community Development District, Inc.

Gentlemen:

Enclosed are an original and one copy of Articles of Incorporation for the above-named corporation. In addition, a check in the sum of \$122.50 is enclosed which represents the following fees:

Filing Fee	\$ 35.00
Certified Copy	\$ 52.50
Registered Agent Fee	\$ 35.00

Please file the original of the Articles of Incorporation and return a certified copy to the undersigned.

Sincerely,


David P. Persson

DPP:awg
Enclosures

09 JUN 30 AM 10:38
SECRETARY OF STATE
TALLAHASSEE FLORIDA

FILED

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ARTICLES OF INCORPORATION OF
BOBCAT TRAIL COMMUNITY DEVELOPMENT DISTRICT, INC.

a corporation
under the laws of the State of Florida

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SECRETARY OF STATE
TALLAHASSEE FLORIDA

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The undersigned hereby associate themselves for the purpose of forming a corporation not for profit under and in accordance with the laws of the State of Florida, and agree as follows:

ARTICLE 1.

Association Name, Principal Office, Address
and Registered Agent Identity

1.1) Name. The name of the corporation shall be BOBCAT TRAIL COMMUNITY DEVELOPMENT DISTRICT, INC., a not for profit corporation. (The corporation shall be referred to in these Articles as the "Association".) The street address and mailing address of the initial principal office of the Association shall be 1950 Toledo Blade Boulevard, PO Box 7098, North Port, Florida 34287.

1.2) Address and Registered Agent. The street address of the initial registered office of the Association is 2033 Main Street, Suite 400, Sarasota, Florida 34237. The name of the Association's initial registered agent at such address is David P. Persson, Esq.

ARTICLE 2.

Purpose

2.1) Purpose. The purpose for which the Association is organized is :

A. To promote the health, safety and social welfare of the owners of property located within Bobcat Trail.

B. To maintain and replace landscaping and to maintain and repair sidewalks and bicycle paths, structures and other improvements, if any, located in the neighborhood common areas of Bobcat Trail.

C. To provide such services as may be deemed necessary or desirable by the Board of Directors of Association and to acquire the capital improvements and equipment related thereto.

D. To purchase, acquire, replace, improve, maintain and repair such buildings, structures, and equipment related to the health, safety and social welfare of the

members of the Association, as the Board of Directors of Association, in its discretion determines to be necessary or desirable.

E. To carry out all of the duties and obligations assigned to it as a neighborhood property owner's association under the terms of the Declarations of Restrictions applicable to Bobcat Trail.

2.2) Distribution of Income. The Association shall make no distribution of income to and no dividend shall be paid to its members, directors, or officers.

2.3) No Shares of Stock. The Association shall not have or issue shares of stock.

ARTICLE 3. Powers

3.1) Common Law and Statutory Powers. The Association shall have all of the common-law and statutory powers of a corporation not for profit under Florida law not in conflict with the terms of these Articles of Incorporation.

3.2) Specific Powers. The specific powers that the Association shall have are as follows:

(a) To make and collect assessments (regular, special and emergency) against members to defray the costs, expenses and losses incurred in the management, maintenance, operation, repair and replacement of the property and facilities serving the Association Property, if any.

(b) To use the proceeds of assessments in the exercise of its powers and duties.

(c) To place liens against any property in Bobcat Trail for delinquent and unpaid assessments and to bring suit for the foreclosure of such liens or to otherwise enforce the collection of such assessments for the purpose of obtaining revenue in order to carry out the purposes and objectives of the Association. The Association shall be entitled to all attorney fees and costs expended in collecting any delinquent and unpaid assessments.

(d) To charge interest and late charges on delinquent or past due assessments and to accelerate the assessments of a parcel owner delinquent in payment of any installment of assessments for Common Expenses.

(e) To charge a use fee against property owners in the Association for the use of designated Association Property, if any, or certain designated portions of the Common Elements.

(f) To acquire, own, maintain, manage, repair, replace and operate the Association Property and all other property, improvements and facilities serving the Association or its respective members, whether located within or without the Association, including the maintenance, repair and replacement of drainage facilities serving the parcel owners and the Association Property, if any.

(g) To purchase insurance upon the Association Property, if any, and insurance for the protection of the Association and its members.

(h) To make and amend reasonable Rules and Regulations respecting the use and occupancy of the Association property and the residences thereon, for the health, comfort, safety and welfare of the parcel owners. All such Rules and Regulations and amendments thereto shall be approved by the Board of Directors of the Association.

(i) To enforce by legal means the provisions of these Articles of Incorporation, the Bylaws of the Association and the Rules and Regulations for use of the Association Property, if any.

(j) To contract for the management or operation of all the portions of the Common Elements and Association Property, if any, susceptible to separate management or operation.

(k) To employ personnel to perform the services required for proper management, maintenance and operation of the Association Property, if any.

(l) To acquire or enter into agreements whereby it acquires leaseholds, memberships or other possessory or use interests in real and personal property, including, but not limited to, country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the Association, intended to provide for the enjoyment, recreation or other use or benefit of the parcel owners, to declare expenses in connection therewith to be Common Expenses, and to adopt covenants and restrictions relating to the use thereof and to operate under a fictitious name.

(m) To purchase and own homes in the Association, and to acquire and hold, lease, mortgage and convey the same, subject however, to the provisions of the Bylaws of the Association relative thereto.

(n) To obtain loans to provide funds for operating, maintaining, repairing, replacing and improving the Association Property, if any, and to pledge the income of the Association from assessments against homeowners as security for such loans.

(o) To pay all taxes and other charges or assessments, if any, levied against property owned, leased or used by the Association.

3.3) Assets Held in Trust. All funds and properties acquired by the Association and the proceeds thereof shall be held in trust for the members in accordance with the provisions of these Articles of Incorporation and the Bylaws of the Association.

3.4) Limitation on Exercise of Powers. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Bylaws of the Association and the laws of the State of Florida.

3.5) Transfer of Powers. Notwithstanding anything to the contrary, the Association has the power to delegate any of its rights, duties, and responsibilities (to the extent allowable under applicable law) to the Bobcat Trail Community Development District. Should the transfer occur, and the Community Development District (CDD) accept the transfer, the CDD will be governed by the laws applicable to community development districts including but not limited to Chapter 190, Florida Statutes. To the extent there is a conflict between these provisions or provisions of the Bylaws and the laws applicable to community development districts, the laws applicable to community development districts will take precedence and govern.

ARTICLE 4. Members

4.1) Members.

The members of the Association shall consist of all of the record owners of lots located in Bobcat Trail and all such lot owners shall be members of the Association. There shall be two classes of such members, as follows:

1. Class A Member. Class A members shall be all lot owners in Bobcat Trail, other than Class B members. Owners of such lots shall automatically become Class A members upon taking title to a lot in Bobcat Trail. Applicants for membership shall be of good moral character and shall otherwise fully comply with such other qualifications as may be prescribed in the Bylaws of the Association or in Rules and Regulations adopted by the Board of Directors.

2. Class B Member. Class B members shall be Developer, or its successor, designee or assignee, if such membership is specifically assigned.

4.2) Termination and Change of Membership. Membership of any Class A member in the Association shall terminate automatically and immediately as a member's vested present interest in the title to a lot terminates. The membership of the Class B member in the Association shall continue until such time as said member, in its sole discretion, submits its resignation as such Class B member or, in lieu thereof, elects to become a Class A member while it still owns a lot in Bobcat Trail.

4.3) Limitation on Transfer of Shares of Assets. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the property which is the basis of the membership in the Association.

4.4) Voting.

A. Each member shall be entitled to one (1) vote (one Voting Interest) for each lot in which such member holds a fee simple ownership, which shall be cast by the applicable parcel owner as a member of the Association. When more than one person holds such interest in any one lot or dwelling unit, all such persons shall be members of the Association, but the total vote of such co-owners shall be the same as if said lot or dwelling unit was in single ownership. Any member holding title to a fractional portion of a lot shall not be entitled to a fractional vote therefor. The affirmative vote of the owners of a majority of the lots represented at any meeting of the members duly called and at which a quorum is present, shall be binding upon the members.

B. The Developer shall have the right to appoint a majority of the Board of Directors of the Association so long as it owns at least one lot in Bobcat Trail.

ARTICLE 5.

Board of Directors

5.1) Board of Directors. The affairs of the Association shall be managed by the Board of Directors consisting of the number of Directors determined by the Bylaws, but not less than three (3) Directors, and in the absence of such determination shall consist of three (3) Directors. Directors, except those persons named as the members of the First Board of Directors and those persons designated by the Developer, if any, to replace such persons, shall be members of or officers of corporate members of the Association.

5.2) Election of Directors. The Directors of the Association shall be elected at the annual meeting of the members by plurality vote and in the manner determined by the Bylaws of the Association, Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws of the Association.

5.3) First Election of Directors. At the first annual election to the Board of Directors, the term of office of the elected director receiving the highest plurality of votes shall be established as two (2) years. In addition, the Class B member shall appoint one director to serve for a term of two (2) years and one director to serve as a term of one year. Thereafter, as many directors shall be elected or appointed, as the case may be, as there are regular terms of office of directors expiring at such time, and the term of the directors so elected or appointed at each annual election after the first election shall be for two years expiring at the second annual election following their election, and thereafter until their successors are duly elected and qualified, or until removed from office with or without cause

either (a) if appointed by a Class B member, then at any time the Class B member may determine; or (b) if elected by the Class A members, then upon the affirmative vote of a majority of such members.

5.4) First Board of Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

NAME	ADDRESS
Robert W. Troutt, Director	PO Box 1249, Jonesboro, Arkansas 72403
John Edward Troutt, Director	PO Box 1249, Jonesboro, Arkansas 72403
Kent E. Arnold, Director	PO Box 4093, Jonesboro, Arkansas 72403

ARTICLE 6. Officers

6.1) Officers. The affairs of the Association shall be administered by a President, and Secretary and such other offices as the Board of Directors shall deem appropriate from time to time. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The same person may hold two offices, the duties of which are not incompatible; provided, however, the office of President and Secretary shall not be held by the same person. The names and addresses of the officers who shall serve until their successors are designated and elected by the Board of Directors are as follows:

NAME	OFFICE	ADDRESS
John Edward Troutt	President	PO Box 1249 Jonesboro, Arkansas 72403
Robert W. Troutt	Secretary	PO Box 1249 Jonesboro, Arkansas 72403

The Directors and Officers may lawfully and properly exercise the powers set forth in Article 3, notwithstanding the fact that some or all of them may be directly or indirectly involved in the exercise of such powers and in the negotiation and/or consummation of agreements executed pursuant to such powers.

ARTICLE 7.
Corporate Existence

The Association shall have perpetual existence.

ARTICLE 8.
Indemnification of Directors and Officers

8.1) Indemnity. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceedings, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a director, employee, officer or agent of the Association, against all liabilities and expenses (including attorneys' fees, costs and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceedings, unless (a) a court of competent jurisdiction determined, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he or she did not act in good faith, nor in a manner he or she reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe his or her conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceedings by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

A Director shall not be personally liable for monetary damages to the Association or any other person for any statement, vote, decision, or failure to act, regarding corporate management or policy, unless subsection (1)(a), (1)(b)1., (1)(b)2., (1)(b)3., (1)(b)4., or (1)(b)5. of Section 607.0831, Florida Statutes, as amended, shall be found applicable.

8.2) Expenses. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Article 8.1 above, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorney's fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

8.3) Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceedings upon receipt of an undertaking by or on behalf of the affected director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he or she is not entitled to be indemnified by the Association as authorized in this Article 8.

8.4) Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of members or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

8.5) Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving, at the request of the Association, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of this Article.

8.6) Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article 8 may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

ARTICLE 9.

Bylaws

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

ARTICLE 10.

Amendments

10.1) Amendments. Subject to the provisions of Sections 10.2 and 10.3 of this Article 10, amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

(a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

(b) A resolution for the adoption of a proposed amendment shall be adopted by the Board of Directors setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the members of the Association. Except as elsewhere provided, such approvals must be by not less than two-thirds (2/3) of the entire membership of the Board of Directors and by not less than two-thirds (2/3) of the votes (Voting Interests) of the entire membership. Directors and members not present in person or by proxy at the

meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting.

(c) A copy of each amendment filing shall be certified by the Secretary of State and shall be recorded in the Public Records of Sarasota County, Florida.

10.2) Limitation on Amendments. No amendment shall make any changes in the qualifications for membership nor the voting rights of members, nor make any change in or which deletes or modifies any of the rights of the Developer hereunder without the prior written consent of the Developer or its successor or assigns.

10.3) Initial Amendments May be Made Only by First Board of Directors. Notwithstanding anything herein contained to the contrary, until the first election of directors by the members, amendments to these Articles of Incorporation may be proposed and adopted only by the unanimous action of the First Board of Directors named in these Articles or their replacements.

ARTICLE 11.

Restriction Upon Commencement of Litigation

11.1) Restriction. Notwithstanding anything contained herein, or within the Bylaws of this Association to the contrary, the Association shall be required to obtain the approval of at least eighty percent (80%) of all lot owners prior to the employment of and payment of legal or other fees to persons or entities engaged by the Association for the purposes of suing or making, preparing, or investigating any lawsuit or commencing any lawsuit, other than for the following purposes:

(a) The collection of assessments against members including the preparation and filing of liens for unpaid assessments and the foreclosure of such liens;

(b) The collection of other charges and fees which the members are obligated to pay pursuant to the Articles, and/or the Bylaws and/or Rule and Regulations of this Association;

(c) An emergency where awaiting to obtain the approval of the required number of members would create a substantial risk of irreparable injury to the Association, and/or the Association Property, if any, or any portion thereof.

Any such approval shall be obtained at a meeting duly called and the notice for which shall specifically state its purpose.

ARTICLE 12.
Registered Office

The registered office of the Association shall be located at 2033 Main Street, Suite 400, Sarasota, Florida 34237, Sarasota County, Florida but the Association may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

ARTICLE 13.
Budget and Expenditures

The Board of Directors shall annually adopt a budget for the operation of the Association for the ensuing year and for the purpose of levying assessments against all assessable property in Bobcat Trail, which budget shall be conclusive and binding upon all persons; provided, however, that the Board of Directors, may thereafter at any time approve or ratify variations from such budget in respect of expenditures.

ARTICLE 14.
Assessments

The Association will obtain funds with which to operate by means of dues and/or assessment of its members in accordance with the provisions of the Master Declaration of Protective Covenants of Bobcat Trail Community Development District, Inc., as the same may be supplemented by the provisions of these Articles and the Bylaws of the Association relating thereto. In order to enforce collection of said dues and assessments, the Association shall have the powers described above in Article 3, Section 3.2(c), the enforcement powers more particularly described in the Bylaws of the Association and in the Master Declaration of Protective Covenants as well as all powers prescribed pursuant to the laws of the State of Florida.

ARTICLE 15.
Dissolution of the Association

The Association may be dissolved upon a resolution to that effect approved by two-thirds (2/3) of the members of the Board of Directors.

15.1) Distribution of Assets. Upon dissolution of the Association, all of its assets remaining after making provision for payment of creditors and all costs and expenses of such dissolution shall be distributed in the following manner:

(a) Real property contributed to the Association without the receipt of other than nominal consideration by the Class B member (or its predecessor in interest) shall be returned to the Class B member (whether or not a Class B member at the time of such dissolution), unless it refuses to accept the conveyance (in whole or in part).

(b) Dedication to any applicable municipal or other governmental authority of any property determined by the Board of Directors of the Association to be appropriate for such dedication and which the authority is willing to accept.

(c) Remaining assets shall be distributed among the members, each member's share of the assets to be determined by multiplying such assets by a fraction, the numerator of which is all amounts assessed by the Association since its organization against the property which is owned by the member at that time, and the denominator of which is the total amount assessed by the Association against all properties which at the time of dissolution are part of Bobcat Trail. The year of dissolution shall count as a whole year for purposes of the preceding fractions.

ARTICLE 16.
Subscribers (Incorporators)

16.1) Names and Addresses. The name and residence address of the subscribers (incorporators) of these Articles of Incorporation are as follows:

NAME

ADDRESS

Kent E. Arnold

PO Box 4093
Jonesboro, Arkansas 72403

IN WITNESS WHEREOF, the subscribers (incorporators) have hereto affixed their signature of this 22 day of June, 1999.

STATE OF ~~FLORIDA~~ ARKANSAS

COUNTY OF ~~SARASOTA~~ CRAIGHEAD

The foregoing instrument was acknowledged before me this 22 day of June, 1999, by Kent Arnold, [☒] who is personally known to me; or [☐] has produced _____ as identification and did not take an oath.

Notary Public Signature

Virginia Shaffer

Name of Acknowledged Printed or Stamped

My Commission Expires: 3/29/2009

**CERTIFICATE DESIGNATING PLACE OF BUSINESS FOR SERVICE
OF PROCESS WITHIN THIS STATE AND NAMING AGENT UPON WHOM
PROCESS MAY BE SERVED**

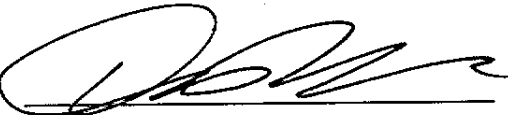
In pursuance of Chapter 48.091, Florida Statutes, the following is submitted in compliance with said Act:

That BOBCAT TRAIL COMMUNITY DEVELOPMENT DISTRICT, INC., desiring to organize under the laws of the State of Florida, with its principal offices at 1950 TOLEDO BLADE BLVD., PO BOX 7098, NORTH PORT, FLORIDA 34287, has named DAVID P. PERSSON, ESQ. , whose office is located at 2033 MAIN STREET, SUITE 402, SARASOTA, FLORIDA 34237, as its agent to accept service of process within the State.

ACKNOWLEDGMENT

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

Dated: 6/16/99

By: 

b:\Articles

FILED
99 JUN 30 AM 10:38
SECRETARY OF STATE
TALLAHASSEE FLORIDA