

EXHIBIT "B"

**ARTICLES OF INCORPORATION
OF
FLETCHER PARK OWNER'S ASSOCIATION, INC.**

By these Articles of Incorporation, the undersigned Subscriber forms a corporation not for profit in accordance with Chapter 617, *Florida Statutes*, and pursuant to the following provisions ("these Articles");

**ARTICLE I
NAME**

The name of the corporation shall be **FLETCHER PARK OWNER'S ASSOCIATION, INC.** For convenience, the corporation shall be referred to in this instrument as the "Association."

**ARTICLE II
DURATION**

The Association shall exist perpetually. Corporate existence of the Association shall commence upon the filing of these Articles with the Florida Department of State.

**ARTICLE III
DEFINITIONS**

The following words shall have the definitions set forth below for purposes of these Articles:

- a. "Additional Property" shall mean and refer to those real properties, together with any improvements thereon, other than the current Property, which are made subject to these Master Declaration under the provisions of Article II thereof.
- b. "Association" shall mean and refer to the Fletcher Park Owner's Association, Inc., a Florida corporation not for profit, or its successors and assigns.
- c. "Common Expenses" shall mean and refer to the actual and estimated expenses of operating the Association and meeting the costs incurred or to be incurred relative to the performance of the duties of the Association, including without limitation, the costs incurred for operation, maintenance and improvement of any Common Property, and including any reserves established by the Association, all as may be found to be necessary and appropriate by the Board of Directors of the Association pursuant to the Master Declaration, the By-Laws, and these Articles of Incorporation of the Association.

d. **"Common Property"** shall mean and refer to all real property and any improvements located thereon, and all personal property, from time to time intended to be devoted to the use and enjoyment of all Members of the Association and maintained by the Association at Common Expense. "Common Property" includes, without limitation, any platted parcel which is part of The Properties and which is designated on the plat for ownership and maintenance by the Association.

e. **"The Declarant"** shall mean and refer to Legacy Property Development, Inc., a Florida corporation, its successors and assigns. No successor or assignee of the Declarant shall have any rights or obligations of the Declarant hereunder unless such rights and obligations are specifically set forth in the instrument of succession or assignment, or unless such rights pass by operation of law.

f. **"Master Declaration"** shall mean and refer to the Master Declaration of Covenants, Conditions and Restrictions for Fletcher Park executed on _____, 2005, and recorded in the Public Records of Alachua County, Florida and as amended from time to time.

g. **"Member"** shall mean and refer to each Owner who is a Member of the Association as provided in Article III, Section 2 of the Master Declaration, and also to each Owner which may also be a member of said Association created pursuant to the terms of any Supplemental Declaration.

h. **"Owner"** shall mean and refer to the record holder, whether one or more persons or entities, of fee simple title to each Parcel included in The Properties (other than the Association); but, notwithstanding any applicable theory of law of mortgages, Owner shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure proceeding or a conveyance in lieu of foreclosure. Every Owner shall be treated for all purposes as a single Owner for each Parcel owned by it, irrespective of whether such ownership is joint, in common or tenancy by the entirety. In the event any life estate is created with respect to any Parcel in The Properties, the Owner of the life estate shall be deemed to be the Owner for purposes of this definition for so long as the life estate shall exist.

i. **"Parcel"** shall mean and refer to each Lot and/or Residential Unit from time to time subject to the terms of the Master Declaration.

j. **"The Property"** shall mean and refer to the entire Property and any additional properties annexed thereto in the future.

k. **"Residential Unit"** shall mean and refer to each separately described portion of The Properties which is intended to be occupied as a single family residence or household, including without limitation each residential lot (together with the residence, if any, constructed thereon), condominium unit, zero lot line dwelling, attached and detached dwelling, patio home, townhouse and any other form of residential occupancy or ownership now existing or hereafter

created. "Residential Unit" shall include in its meaning any interest in real property appurtenant to the ownership of the Residential Unit.

l. "Supplemental Declaration" shall mean and refer to any declaration of covenants and restrictions executed by the Declarant, and by the owner of the affected lands if same are not owned by Declarant, which extends the provisions of the Master Declaration to Additional Property.

m. "Surface Water or Stormwater Management System" shall mean a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

ARTICLE IV **PRINCIPAL OFFICE**

The principal office of the Association is located at 14029 W. Newberry Road, Newberry, FL 32669.

ARTICLE V **REGISTERED OFFICE AND AGENT**

GEORGE E. FLETCHER whose address is 1223 NW 114th Drive, Gainesville, Florida 32606 is hereby appointed the initial registered agent of the Association and the registered office shall be at said address.

ARTICLE VI **PURPOSE AND POWERS OF THE ASSOCIATION**

The Association is formed to provide for, among other things, the management, improvement, maintenance, operation and care of all Common Property now owned or hereafter acquired by the Association, and all ditches, retention or detention areas, drainage systems, all Surface Water and Stormwater Management Systems, and preservation or conservation areas, wetlands and wetland mitigation areas which are controlled by the Association. The Association shall have all the powers of a nonprofit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in these Articles or the Bylaws of this Association. The Association shall have the power and duty to do any and all lawful things which may be authorized, assigned, required or permitted to be done by the these Articles and the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the maintenance, administration and improvement of all Common Property and Surface Water or Stormwater Management Systems within its jurisdiction. The Association shall not pay dividends and no part of any income of the Association shall be distributed to its Members, directors or officers.

6.1 To fix and make assessments to the Owners of the Real Property, and collect the assessments, as well as any cost of collection including but not limited to reasonable attorneys' fees, by any lawful means.

6.2 To borrow money if needed to carry out the purpose and works of the Association.

6.3 To use and expend the proceeds of assessments and borrowings in a manner consistent with the purposes for which this Association is formed, i.e. to pay debts and obligations of the Association.

6.4 To maintain, repair, replace, operate, and care for real and personal property, including but without limitation all ditches, retention or detention areas, drainage other surface water 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 in a manner consistent with the permit issued by the Suwannee River Water Management District and/or local government jurisdiction and the operation and maintenance plan attached thereto.

6.5 Purchase and maintain property and/or liability insurance if deemed necessary or desirable by the Directors of the Association.

6.6 To make, amend, impose and enforce by any lawful means, reasonable rules and regulations of the Association property, subject to approval of the Suwannee River Water Management District and/or local government jurisdiction if said approval is so required.

6.7 To do and perform any obligations imposed upon the Association by the Declaration or by any permit or authorization from any unit of local, regional, state, or the federal government and to enforce by any legal means the provisions of these Articles, the Bylaws and the Declaration.

6.8 To do and perform anything required by these Articles, the By-Laws, or the Declaration to be done by a lot owner, but if not done by the lot owner in a timely manner, at the expense of such owner.

6.9 The Association shall operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the Suwannee River Water Management District Permit No. 42-001-71000-1 requirements and applicable District rules, and shall assist in the enforcement of the Declaration of Covenants and Restrictions which relate to the surface water or stormwater management system.

The Association shall 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.

The foregoing specific duties and responsibilities are not construed in any way as limiting the powers of the Association. Rather, the Association will have and exercise all the powers conferred upon Associations so formed.

ARTICLE VII
MEMBERSHIP

Each Owner, including the Declarant, shall be a Member of the Association. Any person or entity who holds any interest merely as a security for the performance of any obligation shall not be a Member. The Association membership of each Owner shall be appurtenant to the Parcel giving rise to such membership, and shall not be transferred except upon the transfer of title to said Parcel and then only to the transferee of title thereto. Any prohibited separate transfer shall be void. Any transfer of title shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof.

ARTICLE VIII
VOTING RIGHTS

8.1 The Association shall have two (2) classes of voting membership:

a. **Class "A"**. Class "A" Members shall be all Owners of Residential Units, with the exception of the Declarant. Class "A" Members shall be entitled on all issues to one (1) vote for each Residential Unit in which they hold the interest required for membership.

b. **Class "B"**. The Class "B" Members shall be the Declarant and any successor of the Declarant who takes title to and to whom Declarant assigns in writing one or more of the Class "B" votes. Upon the execution of this Master Declaration, the Class "B" Members shall be entitled to 10 votes for each Residential Unit owned by a Class "B" Member, or an aggregate of 580 votes based upon 58 permitted Residential Units in the Phase One Property. Thereafter, the number of Class "B" votes shall be reduced by one (1) vote for each Class "A" vote from time to time existing in the Association. No parcel shall be entitled to votes until such time as it is annexed by Supplemental Declaration; and at such time it shall be entitled to Class "B" votes in the same manner as provided herein. The Class "B" membership shall terminate and become converted to Class "A" membership upon the happening of the earlier of the following:

(i) When the total outstanding Class "A" votes in the Association equal the total outstanding Class "B" votes; or

(ii) Four (4) years from the date of recording this Master Declaration, or four (4) years from the date of the last annexation of property, whichever shall occur last.

(iii) When, in its discretion, the Declarant so determines.

From and after the happening of any one of these events, the Declarant shall call a meeting as provided in the Bylaws for special meetings to advise the Association membership of the termination of Class "B" status.

The Class "B" Members shall cast on all issues their votes as they among themselves determine. It shall be permitted for the Declarant to retain and to cast all Class "B" votes.

8.2 From and after the termination of the Class "B" membership the Declarant shall have a veto power over all actions of the Association and the Board of Directors of the Association. This power shall expire when the Class "A" votes, other than those held by the Declarant, equal ninety percent (90%) of the total membership vote (regardless of class distinction) of the Association, or four (4) years after submission of the last Property subject to this Declaration, whichever occurs first.

No action authorized by the Association or the Board of Directors shall become effective, nor shall any action, policy or program be implemented, until and unless:

a. The Declarant shall have been given written notice of each meeting of the Members and of the Board of Directors by certified mail, return receipt requested or by personal delivery, at the address it has registered from time to time with the Secretary of the Association, which notice otherwise complies with the terms of the Bylaws as to regular and special meetings of the Members and Board of Directors, and which notice shall set forth with reasonable particularity the agenda to be followed at said meeting; and

b. The Declarant shall have been given the opportunity at each such meeting, if Declarant so desires, to join in, or to have its representatives or agents join in, discussion of any prospective action, policy, or program to be implemented by the Board or the Association. The Declarant and its representatives or agents may make its concerns and suggestions known to the Members of the Association or of the Board. At such meeting the Declarant shall have, and is hereby granted, a veto power over any such action, policy or program authorized by the Board of Directors, the Association officers, or Association membership, and to be taken by said Board, the officers or agents of the Association, or any individual Member of the Association (if Association or Board approval is necessary for said Member's action). Except as set forth in subsection (c) below, the Declarant veto must be exercised by the Declarant, its representatives, or agents at or before the meeting to consider proposed action. The veto power shall not include the authority to require any affirmative action on behalf of the Board or the Association; and

c. If any action, policy or program is to be implemented by prior consent without the formality of a meeting, then the Declarant shall be provided a written notice and description of the proposed action, policy or program at least ten (10) days in advance of such implementation, and the Declarant shall have ten (10) day after receipt of such notice to exercise its veto.

8.3 Each vote in the Association must be cast as a single vote, and fractional votes shall not be allowed. In the event that joint or multiple Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner or Owners cast a vote on behalf of a particular Parcel, it shall thereafter be conclusively presumed for all purposes that he/she was, or they were, acting with the authority and consent of all other Owners thereof. In the event more than the appropriate number of votes are cast for a particular Parcel, none of said votes shall be counted and said votes shall be deemed void.

Notwithstanding the other provisions contained in these Articles or the Declaration to the contrary, until the Declarant relinquishes control of the Association or otherwise allows

control to transfer to the directors of the Association, Declarant shall provide at least 30 days written notice to the Suwannee River Water Management District and/or local government jurisdiction that all terms and conditions placed upon the Declarant by permits or authorizations from the Suwannee River Water Management District and/or local government jurisdiction have been satisfied in full and that transfer is proposed to occur on a specific date.

ARTICLE IX **BOARD OF DIRECTORS**

The affairs of the Association shall be managed by a Board of not less than three (3), nor more than nine (9) directors who need not be Members. The initial Board shall be comprised of four (4) persons. Anything in these Articles to the contrary notwithstanding, until such time as the Declarant has conveyed to purchasers not affiliated with the Declarant all lands which are subject to potential annexation pursuant to Article II, Section 2, of the Master Declaration, or at such earlier date as may be selected by the Declarant, the Declarant shall be entitled to designate the Board of Directors of the Association. The names and addresses of persons who are to act in the capacity of director until appointment or election of their successors pursuant to these Articles are:

| <u>Name</u> | <u>Address</u> |
|--------------------|--|
| George E. Fletcher | 1223 NW 114th Drive, Gainesville, FL 32606 |
| Gloria W. Fletcher | 1223 NW 114th Drive, Gainesville, FL 32606 |
| Cheryl Hartley | 14029 W. Newberry Road, Newberry, FL 32669 |
| Deborah Diamond | 14029 W. Newberry Road, Newberry, FL 32669 |

Once the Declarant relinquishes its right to appoint the Board of Directors, the Members shall elect the directors for staggered terms of three (3) years each. To create the staggered terms, one post shall become vacant in one (1) year and a successor director shall be elected. The second post shall be deemed vacant at the end of the second year, and a successor director shall be elected. The third post shall be deemed vacant at the end of the third year, and a successor director shall be elected. All successor directors shall serve for terms of three (3) years each. In the event that the number of people comprising the Board of Directors is changed, such change in number shall be implemented in such a manner as to have as nearly equal in number as possible the number of directors whose terms expire in any given year.

ARTICLE X **OFFICERS**

The affairs of the Association shall be administered by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at the first meeting, and they shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

| <u>Office</u> | <u>Name</u> | <u>Address</u> |
|---------------------|--------------------|--|
| President | George L. Fletcher | 1223 NW 114th Drive Gainesville, FL 32606 |
| Secretary/Treasurer | Gloria W. Fletcher | 1223 NW 114th Drive Gainesville, FL 32606 |
| Vice President | Cheryl Hartley | 14029 W. Newberry Road Newberry, FL 32669 |
| Vice President | Deborah Diamond | 14029 W. Newberry Road Newberry, FL 32669 |

ARTICLE XI
INDEMNIFICATION

11.1 Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding whether civil, criminal, administrative or investigative, or any settlement of any proceeding, or any appeal from such proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, or having served at the Association's request as a director or officer of any other corporation, whether or not he is a director or officer at the time such expenses are incurred, regardless of by whom the proceeding was brought, except in relation to matters as to which any such director or officer shall be adjudged liable for gross negligence or willful misconduct, provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors of the Association 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.

11.2 Expenses incurred in defending a suit or proceeding whether civil, criminal, administrative or investigative may be paid by the Association in advance of the final disposition of such action, suit or proceeding if authorized by all of the non-interested directors upon receipt of an undertaking by or on behalf of the director or officer to repay such amount if it shall ultimately be determined that he is not to be indemnified by the Association as authorized by these articles of Incorporation.

11.3 The Association shall have the power to purchase at its expense and maintain insurance on behalf of any person who is or was a director or officer of the Association, or is or was serving at the request of the Association as a director or officer of another association, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of these Articles.

ARTICLE XII
BYLAWS

The Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the Bylaws. Should a conflict exist or arise between any of the provisions of the Articles of Incorporation and the provisions of the Bylaws, the provisions of the Articles of Incorporation shall control.

ARTICLE XIII
ADDITIONAL PROPERTY

Additional Property may be added from time to time to The Properties in accordance with the Master Declaration. When made, the additions shall extend the jurisdiction, functions, duties and membership of the Association to such Additional Property as may be contemplated by the Master Declaration.

The Association and each Member must accept as Members the Owners of all Parcels where the instrument hereafter annexing Additional Property to the jurisdiction of the Association provides that the Owners of the Parcels located therein are intended to be Members of the Association and that the Association is intended to have jurisdiction over them.

ARTICLE XIV
AMENDMENTS

Until such time as Members own ninety percent (90%) of the Properties, the Board of Directors may amend these Articles by adopting a resolution setting forth the amendment, without any vote of the Members, certifying the amendment to the Secretary of the State of Florida, and recording the amendment in the Public Records of Alachua County, Florida. At such time as Members own ninety percent (90%) of the Properties, amendments to these Bylaws shall be proposed and adopted in the following manner:

14.1 The Board of Directors shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the annual or a special meeting.

14.2 Within the time and in the manner provided in the Bylaws for the giving of notice of meetings of Members, written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record entitled to vote thereon. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

14.3 At such meeting, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving both the affirmative vote of a majority of the votes of Members of each class entitled to vote thereon as a class and the affirmative vote of a majority of the votes of all Members entitled to vote thereon.

14.4 Any number of amendments may be submitted to the Members and voted upon by them at one meeting.

14.5 If all of the Directors and all of the Members eligible to vote sign a written statement manifesting their intention that an amendment to these Articles be adopted, then the amendment shall thereby be adopted as though subsections 14.1 through 14.3 had been satisfied.

14.6 The Members may amend these Articles without an act of the Directors at a meeting for which notice of the changes to be made is given.

14.7 No amendment shall make any changes in the qualifications for Members nor the voting rights of Members without approval in writing by all Members. No amendment shall be made that is in conflict with the Master Declaration. So long as the Declarant shall own any lands within The Properties; no Declarant related amendment shall be made to the Master Declaration, any Supplemental Declaration, or to the Articles or Bylaws of the Association unless such amendment is first approved in writing by the Declarant. Any amendment shall be deemed to be Declarant related if it does any of the following:

- a. Directly or indirectly by its provisions or in practical application relates to the Declarant in a manner different from the manner in which it relates to other Owners;
- b. Modifies the definitions provided for by Article I of the Master Declaration in a manner which alters the Declarant's rights or status;
- c. Modifies or repeals any provision of Article II of the Master Declaration;
- d. Alters the character and rights or membership as provided for by Article III of the Master Declaration or affects or modifies in any manner whatsoever the rights of Declarant as a Member of the Association;
- e. Alters any previously recorded or written agreement with any public or quasi-public agencies, utility company, political subdivision, public authorities or other similar agencies or bodies, respecting zoning, streets, roads, drives, easements or facilities;
- f. Denies the right of the Declarant to convey to the Association Common Property;
- g. Modifies the basis or manner of assessment as applicable to the Declarant or any lands owned by the Declarant;
- h. Alters or repeals any of the Declarant's rights or any provision applicable to the Declarant's right as provided for by any such provision of the Master Declaration or any Supplemental Declaration.

14.8 **Further Limitations.** Amendments to these Articles or the Bylaws which directly or indirectly impact operation and maintenance of the Surface Water or Stormwater Management Systems or related systems may be made after approval by the Suwannee River Water Management District and/or local government jurisdiction. Such approval shall be in the form of a modification

to any and all permits issued by the Suwannee River Water Management District and/or local government jurisdiction under the lawful adopted rules of the Suwannee River Water Management District and/or local government jurisdiction in effect at the time of application for such modification. Amendments to the Articles or the Bylaws which do not impact operation or maintenance of the Surface Water or Stormwater Management System or related systems may be made without authorization of the Suwannee River Water Management District and/or local government jurisdiction; however, copies of any such amendments shall be forwarded to the District within 30 days of approval

14.9 A copy of each amendment shall be certified by the Secretary of State, State of Florida, and be recorded in the Public Records of Alachua County, Florida.

ARTICLE XV
SUBSCRIBERS

The name and address of the Subscriber to these Articles of Incorporation is as follows:

George E. Fletcher, 14029 W. Newberry Road, Newberry, FL 32669

ARTICLE XVI
NON-STOCK CORPORATION

The Association is organized on a non-stock basis and shall not issue shares of stock evidencing membership in the Association; provided, however, that membership in the Association may be evidenced by a certificate of membership which shall contain a statement that the Association is a corporation not for profit.

ARTICLE XVII
DISSOLUTION OF ASSOCIATION

Prior to dissolution of this Association, all property, interest in property, whether real, personal, or mixed, which is directly or indirectly related to the surfacewater management system, including but without limitation all Surface Water or Stormwater Management Systems, ditches, retention or detention areas, drainage, other surfacewater management works, and preservation or conservation areas, wetland or wetland mitigation areas which are owned by the Association or controlled by the Association, will be dedicated to and accepted for maintenance by the appropriate unit of government or otherwise transferred to and accepted for maintenance by an approved entity. Dedication or approval must be authorized by the Suwannee River Water Management District and/or local government jurisdiction. Such modification shall be made under the lawfully adopted rules of the Suwannee River Water Management District and/or local government jurisdiction in effect at the time of application for such modification.

ARTICLE XVIII
INITIAL CONTROL BY DEVELOPER; CONDITION PRECEDENT TO
TRANSFER OF CONTROL OF AN OWNER'S ASSOCIATION

Notwithstanding the other provisions contained in these articles to the contrary, LEGACY PROPERTY DEVELOPMENT, INC., a Florida corporation, their successors and assigns in interest ("Declarant"), shall have control of the activities of the Association until the Declarant relinquishes that right or ceases to be the owner of 90% of the parcels within the Development. The Declarant, prior to relinquishing control of the Association or otherwise allowing control to transfer to the directors of the Association, shall provide at least 30 days written notice to the Suwannee River Water Management District and/or local government jurisdiction that all terms and conditions placed upon the Declarant by permits or authorizations from the Suwannee River Water Management District and/or local government jurisdiction have been satisfied in full and that transfer is proposed to occur on a specific date.

IN WITNESS WHEREOF, the undersigned Subscriber has caused these presents to be executed as of the 24th day of February, 2005.

Signed, sealed and delivered in the presence of:

Jeannette Solo-Below

Printed Name: Jeannette Solo-Below

George E. Fletcher

GEORGE E. FLETCHER

Robert Z. Fletcher

Printed Name: Robert Z. Fletcher

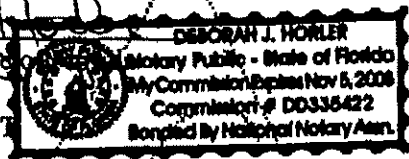
STATE OF FLORIDA
COUNTY OF ALACHUA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **GEORGE E. FLETCHER**, to me known to be the Subscriber described in the foregoing Articles of Incorporation, and he acknowledged and swore to the execution of the said Articles of Incorporation for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid on this 24th day of February, 2005.

Deborah J. Howler

Notary Public - State of Florida



ACCEPTANCE OF REGISTERED AGENT

THE UNDERSIGNED having been named herein to act as Registered Agent for said corporation, herein accepts and agrees to act in this capacity.

George E. Fletcher

GEORGE E. FLETCHER

INSTRUMENT # 2176024
55 PGS