

**ARTICLES OF INCORPORATION
OF
PEYTON'S PRESERVE
HOMEOWNERS ASSOCIATION, INC.**

In compliance with the requirements of Chapter 617, Florida Statutes (2018), the undersigned, who is a resident of Alachua County, Florida and who is of full age, has this day agreed to form a corporation not for profit and does hereby certify:

ARTICLE I

The name of the corporation is **PEYTON'S PRESERVE HOMEOWNERS ASSOCIATION, INC.** hereafter called the "Association."

ARTICLE II

The initial principal office and mailing address of the corporation is located at 11787 NW 61st Terrace, Alachua, FL 32615.

ARTICLE III

Britton A. Jones, whose address is 11787 NW 61st Terrace, Alachua, FL 32615, is hereby appointed the initial registered agent of this corporation.

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

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purpose for which it is formed is to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within that certain tract of property described as:

The Recreation Area, Drainage Easement and Common Area, together with Lots One (1) through Thirty-four (34) of PEYTON'S PRESERVE, as per Plat thereof recorded in Plat Book 36, Page 7, of the Public Records of Alachua County, Florida

and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Clerk of the Court of Alachua 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;

(b) 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. 233678-1 requirements and applicable District rules and shall assist in the enforcement of the restrictions and covenants contained herein.

(c) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(d) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(e) borrow money, and with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(f) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(g) participate in mergers and consolidations with other non-profit corporations organized for the same purpose or annex additional residential property and Common Area, provided that such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

ARTICLE V MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest on any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separate from ownership of any Lot, which is subject to assessment by the Association.

ARTICLE VI VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B members shall be the Declarant and shall be entitled to three (3) votes for each Lot owned.

Members other than the developer are entitled to elect at least a majority of the members of the board of directors of the homeowners' association when the earlier of the following events occurs:

(a) Three months after 90 percent of the parcels in all phases of the community that will ultimately be operated by the homeowners' association have been conveyed to members;

(b) Such other percentage of the parcels has been conveyed to members, or such other date or event has occurred, as is set forth in the governing documents in order to comply with the requirements of any governmentally chartered entity with regard to the mortgage financing of parcels;

(c) Upon the developer abandoning or deserting its responsibility to maintain and complete the amenities or infrastructure as disclosed in the governing documents. There is a rebuttable presumption

that the developer has abandoned and deserted the property if the developer has unpaid assessments or guaranteed amounts under s. 720.308 for a period of more than 2 years;

(d) Upon the developer filing a petition seeking protection under chapter 7 of the federal Bankruptcy Code;

(e) Upon the developer losing title to the property through a foreclosure action or the transfer of a deed in lieu of foreclosure, unless the successor owner has accepted an assignment of developer rights and responsibilities first arising after the date of such assignment; or

(f) Upon a receiver for the developer being appointed by a circuit court and not being discharged within 30 days after such appointment, unless the court determines within 30 days after such appointment that transfer of control would be detrimental to the association or its members. For purposes of this section, the term "members other than the developer" shall not include builders, contractors, or others who purchase a parcel for the purpose of constructing improvements thereon for resale.

Members other than the developer are entitled to elect at least one member of the board of directors of the homeowners' association if 50 percent of the parcels in all phases of the community which will ultimately be operated by the association have been conveyed to members.

The developer is entitled to elect at least one member of the board of directors of the homeowners' association as long as the developer holds for sale in the ordinary course of business at least 5 percent of the parcels in all phases of the community. After the developer relinquishes control of the homeowners' association, the developer may exercise the right to vote any developer-owned voting interests in the same manner as any other member, except for purposes of reacquiring control of the homeowners' association or selecting the majority of the members of the board of directors.

Notwithstanding the other provisions contained in these Articles to the contrary, Duration Builders, Inc. (hereinafter "Developer"), or the Developer's successor(s) in interest, shall, prior to relinquishing control of the Association or otherwise allowing control to transfer to the directors of the Association, provide at least thirty (30) days prior written notice to the Suwannee River Water Management District that all terms and conditions placed on the Developer by permits or authorizations from the Suwannee River Water Management District have been satisfied in full and that transfer of control of the Association from the Developer to an approved operation and maintenance entity is proposed to occur on a specific date.

ARTICLE VII OFFICERS

The affairs of this Association shall be managed by a President, Vice-president, Secretary, and Treasurer and they shall be elected at the first meeting of the Board of Directors following each annual meeting of the members or as otherwise provided in the By-Laws. until the first election of officers under the Articles of Incorporation, the following shall serve as officers:

President -	Britton A. Jones
Vice-President	Britton A. Jones
Secretary -	Britton A. Jones
Treasurer -	Britton A. Jones

**ARTICLE VIII
SUBSCRIBERS**

The name and address of the subscriber is:

Britton A. Jones, 11787 NW 61st Terrace, Alachua, FL 21615.

**ARTICLE IX
AMENDMENTS**

Amendments of these Articles shall be adopted upon receiving the affirmative vote of a majority of the votes of members entitled to vote thereon, unless any class of members is entitled to vote thereon as a class in which event 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.

**ARTICLE X
BOARD OF DIRECTORS**

The Board of Directors shall be elected as provided for in the By-Laws of the Association. The affairs of this Association shall be managed by a Board of at least three (3) but not more than nine (9) Directors, who need not be members of the Association. The number of Directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

Britton A. Jones, 11787 NW 61st Terrace, Alachua, FL 32615.

The first annual meeting of the members shall elect one director for a term of one year, one director for a term of two years and one director for a term of three years, and at each annual meeting thereafter the members shall elect one director for a term of three years.

**ARTICLE XI
DISSOLUTION**

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. 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 40C-42.027, F.A.C., and be approved by the Suwannee River Water Management District prior to such termination, dissolution or liquidation.

**ARTICLE XII
DURATION**

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

**ARTICLE XIII
AMENDMENTS TO BY-LAWS**

The power to make, alter, and rescind By-Laws shall be vested in the members as provided by the By-Laws. Amendments to these Articles or the By-laws of the Association which directly or indirectly impact operation and maintenance of the surface water or storm water managements system, including but without limitation, all lakes, ditches, canals, retention or detention areas, drainage, other surface water management works, preservation areas, conservation areas, wetlands and wetland mitigation areas

which are owned by the Association or the owners in common, may be made only after written approval by the Suwannee River Water Management District. Such Approval shall be in the form or modification to any and all permits issued by the Suwannee River Water Management District under the lawfully adopted rules of the in effect at the time of application for such modification. Amendments to the Articles or the Bylaw, which do not impact operation or maintenance of the system may be made without authorization of the Suwannee River Water Management District; however, copies of any such amendments shall be forwarded to the Suwannee River Water Management District within thirty (30) days of approval.

**ARTICLE XIV
SURFACE WATER MANAGEMENT SYSTEM**

The Association shall operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the applicable Suwannee River Water Management District permit 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 assessments shall be used 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.

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.

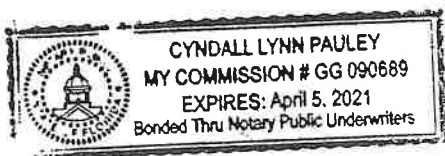
IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, I, the undersigned, constituting the incorporator of this Association, have executed these Articles of Incorporation this 20th day of December 2019.

PEYTON'S PRESERVE HOMEOWNERS
ASSOCIATION, INC.

by: *Britton A. Jones*
Britton A. Jones, as its president

STATE OF FLORIDA
COUNTY OF ALACHUA

I HEREBY CERTIFY that on this 20th day of December 2019, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Britton A. Jones, the **President of PEYTON'S PRESERVE HOMEOWNERS ASSOCIATION, a Florida corporation**, who executed the foregoing instrument on behalf of said corporation, who acknowledged before me that he executed the same, and who () is personally known to me or who () presented as identification.



Cyndall Lynn Pauley
Notary Public
(NOTARY SEAL)
My Commission Expires: April 5, 2021

**CERTIFICATE DESIGNATING REGISTERED AGENT FOR THE SERVICE OF
PROCESS WITHIN THIS STATE.**

In accordance with Chapter 617.0501, Florida Statutes,

PEYTON'S PRESERVE, HOMEOWNERS ASSOCIATION, INC. desiring to organize under the laws of the State of Florida designates Britton A. Jones whose address is 11787 NW 61st Terrace, Alachua, FL 32615 as its registered agent to accept service of process within this state.

ACKNOWLEDGMENT

Having been named to accept service of process for **PEYTON'S PRESERVE HOMEOWNERS ASSOCIATION, INC.**, at the address stated above, I hereby agree to be the registered agent for the corporation and agree to maintain an office at the stated address in compliance with § 617.0501, Florida Statutes (2019).

by: 
Britton A. Jones, Registered Agent