

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of SETTLER'S LANDING HOMEOWNERS ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on May 26, 1987, as shown by the records of this office.

The document number of this corporation is N20826.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
28th day of May, 1987.



CR2E022 (10-85)

George Firestone
Secretary of State

ARTICLES OF INCORPORATION
OF
SETTLER'S LANDING HOMEOWNERS ASSOCIATION, INC.
a Corporation Not For Profit

FILED

MAY 26 2012 05

In compliance with the requirements of Chapters 607 and 617 of the Florida Statutes, the undersigned, a resident of Florida of full age has this day formed the corporation hereinafter described and hereby certifies:

I. NAME

The name of the corporation shall be SETTLER'S LANDING HOMEOWNERS ASSOCIATION, INC.

II. PRINCIPAL OFFICE

The principal office of the Association shall be located in Florida, but the Association may maintain office and transact business in such places, within or without the State of Florida, as may from time to time be designated by the Board of Directors.

III. REGISTERED AGENT

Linda Connor Kane, whose address is 2000 Independent Square, Jacksonville, Florida 32202, is hereby appointed initial registered agent of the Association.

IV. PURPOSE

The purposes and objects of the Association shall be to provide for maintenance, preservation and architectural control of all the land contained within the plat of Settler's Landing Unit One and Settler's Landing Unit Two ("Property") recorded in Plat Book 41, pages 65-65D, and Plat Book 43, page 2 et. seq., respectively, of the current public records of Duval County, Florida ("County"). The Association shall perform the acts and duties incident to the operation and management of the Association in accordance with the provisions of these Articles of Incorporation, the Bylaws of the Association which will be adopted ("Bylaws") pursuant hereto Settler's Landing Declaration of Covenants, Conditions and Restrictions ("Declaration") which will be recorded in the public records of the County, as such description may be amended from time to time, together with the improvements situated thereon and to own, operate, encumber, lease, manage, sell, convey, exchange and otherwise deal with the said lands subjected to the Declaration, the improvements thereon and such other property, real and/or personal, as may be or become part of the Subdivision to the extent necessary or convenient in the administration of the Subdivision as provided for in the Declaration. The Association shall be conducted as a nonprofit organization for the benefit of its members, which does not contemplate gain or profit to members thereof.

V. POWERS

The Association shall have the following powers:

A. All of the powers and privileges granted to

corporations not for profit under the law pursuant to which this corporation is chartered.

B. All of the powers reasonably necessary to implement and effectuate the purposes of the Association, including, without limitation, the power, authority and right to:

1. Make, establish and amend reasonable rules and regulations governing use of the Lots, Common Area, and Maintenance Areas in and of the Property, as such terms will be defined in the Declaration.

2. Levy and collect Assessments against members of the Association to defray the common expenses of the Property as will be provided in the Declaration and the Bylaws including the right to levy and collect Assessments for the purpose of acquiring, owning, holding, operating, leasing, encumbering, selling, conveying, exchanging, managing and otherwise dealing with the Common Area and Maintenance Areas, which may be necessary or convenient in the operation and management of the Property and accomplishing the purposes set forth in the Declaration. In addition, the Association may collect and enforce payment thereof by any lawful means.

3. Maintain, repair, replace, operate and manage the Common Area, including the right to reconstruct improvements after casualty and to further improve and add to the Common Area.

4. Contract for the management of the Property and, in connection therewith, to delegate any and/or all of the powers and duties of the Association to the extent and in the manner permitted by the Declaration and the Bylaws.

5. Employ personnel to perform the services required for proper operation of the Property.

6. Enforce the provisions of these Articles of Incorporation, the Declaration, the Bylaws, and all rules and regulations governing use of the Property, Common Area, and Maintenance Areas which may hereafter be established.

7. Acquire (by gift or purchase), own, hold, operate, lease, sell, trade and mortgage both real and personal property in connection with affairs of the Association, provided that any mortgaging of the Common Area shall require approval of 2/3 of the votes of each class of membership.

8. Purchase insurance upon the Common Area and insurance or fidelity bonds for the protection of the Association, its officers, directors and members and any other person responsible for the handling of Association funds.

9. Exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Association in the Declaration.

10. Grant permits, licenses and easements over the Common Area for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Subdivision. Such permits, licenses or easements may be granted by the Board and shall not constitute a dedication, sale or transfer as described in subparagraph 12.

11. 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.

12. 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. Subsequent to the termination of the Class B Membership, no such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of the members, agreeing to such dedication, sale or transfer. The grant of such easement may be executed by the Class B member prior to the termination of the Class B Membership without further consent of Owners or their mortgagees

13. Acquire, own, hold, operate, lease, encumber, convey, exchange, manage, and otherwise trade or deal with property, real and personal, as may be necessary or convenient in the operation and management of the Association.

14. Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property, provided that any such merger, consolidation or annexation to be undertaken after termination of the Class B Membership shall have the assent of two-thirds (2/3) of the members. For so long as there is a Class B Membership, the Class B Member shall be entitled to annex property in accordance with the Declaration without further consent of Owners or their mortgagees.

C. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and the Declaration and Bylaws.

VI. MEMBERS

The qualifications of members, manner of their admission to and termination of membership shall be as follows:

A. The owners of all Lots shall be members of the Association, and no other persons or entities shall be entitled to membership.

B. Membership shall be established by the acquisition of a fee title to a Lot in the Subdivision, or by acquisition of a fee ownership interest therein, by voluntary conveyance or operation of law, and the membership of any person or entity shall be automatically terminated when such person or entity is divested of all title or his entire fee ownership in such Lot; provided, that nothing herein contained shall be construed as terminating the membership of any person or entity owning fee title to or a fee ownership interest in two or more Lots at any time while such person or entity shall retain fee title to or a fee ownership interest in any Lot.

C. The interest 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 Lot(s) owned by such member. The funds and assets of the Association shall be expended, held or used only for the benefit of the membership and for the purposes authorized herein, in the Declaration, and in the Bylaws.

VII. VOTING RIGHTS

The Association shall have two classes of voting membership:

A. Class A. Class A members shall be all Owners, with the exception of the Developer, 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 Votes 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.

B. Class B. The Class B Member shall be Coppenbarger Homes, Inc. ("Developer") who shall be initially entitled to votes equal to the number of lots subject to the Declaration plus one. The total number of votes of the Class B Member shall be increased at the time of annexation of Future Development Property to a number equal to the number of Lots included in the Declaration and the number of lots contained within the plat of the Future Development Property annexed thereto. The total number of votes of the Class B Member shall increase as herein set forth each time a portion of the Future Development Property is annexed as provided in this Declaration. Class B Membership shall terminate upon the happening of one of the following events, whichever first occurs:

(1) When the Developer has conveyed one hundred percent (100%) of the Lots located on the Property and Future Development Property.

(2) December 31, 1995

(3) At such earlier date as Declarant in its sole discretion may determine.

C. When a Lot is owned by more than one person, all such persons shall be Members. The Vote of such Lot shall be exercised as the Owners determine but in no event shall more than one vote be cast with respect to any Lot.

VIII. EXISTENCE

The Association shall have perpetual existence.

IX. MANAGEMENT

The affairs of the Association shall be managed by the President of the Association assisted by the Vice President, Secretary and Treasurer and, if any, the Assistant Secretaries and Assistant Treasurers, who shall perform the duties of such offices customarily performed by like officers of the corporations in the State of Florida subject to the directions of the Board of Directors.

Officers of the Association may be compensated in the manner to be provided in the Bylaws. The Board of Directors or the President with the approval of the Board of Directors, may employ a managing agent, agency, and/or other managerial and supervisory personnel or entity to administer or assist in the administration of the operation and management of the Subdivision and the affairs of the Association, any and all such persons and/or entity or entities may be so employed without regard to whether any such person or entity is a member of the Association or a Director or officer of the Association, as the case may be.

X. BOARD OF DIRECTORS

The number of members of the first Board of Directors shall be three (3). The number of members of succeeding Board of Directors shall be as provided in the Bylaws.

XI. OFFICERS

Subsequent to their election each year, the Board of Directors shall elect a President, Secretary, Treasurer and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall deem advisable from time to time. The President shall be elected from the membership of the Board of Directors, but no other officer need be a Director. The same person may hold the office of Secretary and Treasurer or Assistant Secretary and Assistant Treasurer, but no other person may hold more than one office simultaneously.

XII. FIRST BOARD OF DIRECTORS

The names and addresses of the members of the first Board of Directors who, subject to the provisions of the laws of Florida, these Articles of Incorporation and Bylaws, shall hold office for the first year of the Association's corporate existence, and thereafter until their successors are selected and have qualified, are as follows:

Ron D. Coppenbarger	3033 Hartley Road, Suite 3
Ida-Lou Stephens	Jacksonville, FL 32223
Brenda Jacobs	

XIII. SUBSCRIBER

The name of the Subscriber, and the Subscriber's address is:

Linda Connor Kane
2000 Independent Square
Jacksonville, Florida 32202

XIV. FIRST OFFICERS

The officers of the Corporation, who shall hold office until their successors are elected pursuant to these Articles of Incorporation and the Bylaws, and have qualified, shall be as follows:

President:	Ron D. Coppenbarger
Vice President:	Brenda Jacobs
Secretary/Treasurer:	Ida-Lou Stephens

XV. BYLAWS

The original Bylaws of the Association shall be adopted by a majority vote of the Directors to these Articles of Incorporation at a meeting at which a majority of the Directors are present, and, thereafter, the Bylaws may be altered or rescinded by approval of a majority of votes of each class of members cast at a meeting at which a quorum is present in person or by party or by an instrument signed by the persons representing a majority of all the votes.

XVI. INDEMNIFICATION

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any 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, 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 any claims for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in 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.

XVII. AMENDMENTS

An amendment or amendments to these Articles of Incorporation may be proposed by the Board of Directors of the Association acting upon a vote of the majority of the Directors or by the members of the Association owning ten percent (10%) of the Votes, whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to these Articles of Incorporation being proposed by the Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association or the acting chief executive officer in the absence of the President, who shall thereupon call a special meeting of the members of the Association for a date not sooner than thirty (30) days or later than sixty (60) days from the receipt by him of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each member written notice of such meeting stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form, including time, date and place of meeting and the text of the proposed amendment to the Articles. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at his Post Office address as it appears on the records of the Association, with postage thereon prepaid. At such meeting or by written approval the amendment or amendments proposed must be approved by an affirmative vote of the members owning not less than two thirds (2/3) of the Votes of each class of membership and upon the termination of the Class B membership upon the assent of the majority of the Votes of all members in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of these Articles of Incorporation shall be transcribed and certified in such form as may be necessary to file the same in the office of the Secretary of State of the State of Florida.

XVIII. FIDELITY BONDING

Upon the termination of the Class B Membership, in addition to the indemnification provisions hereof, the Association shall obtain and maintain blanket fidelity bonds on each director, officer and employee of the Association and of any management firm. The total amount of fidelity bond coverage shall be based upon the best business judgment of the Board of Directors and shall not be less than the estimated maximum funds including

reserve funds, in the custody of the Association or management firm, as the case may be, at any given time during the term of each bond.

The fidelity bond shall name the Association as an obligee and shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions. The premiums on all bonds shall be paid by the Association as a common expense (except for the premiums on fidelity bonds maintained by the management firm, if any). The bonds shall provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least 10 days prior written notice to the Association.

XIX. DISSOLUTION

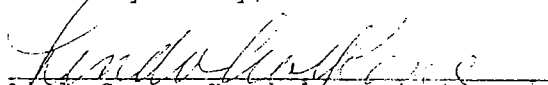
The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the votes of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created including without limitation obtaining the approval of the St. Johns Water Management District or its successors or assigns to the transfer of the maintenance obligation of the Association for any drainage facilities for the Property. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

XX. MISCELLANEOUS

A. All terms used herein shall have the same meaning as set forth in the Declaration.

B. In the event of conflict between the provisions of these Articles and the Declaration, the provisions of the Declaration shall prevail; in the event of conflict between these Articles and the Bylaws the provisions of these Articles shall prevail.

IN WITNESS WHEREOF, the Subscriber hereto has hereunto set his/her hand and seal this 20th day of May, 1987.


Linda Connor Kane

STATE OF FLORIDA

COUNTY OF DUVAL

I HEREBY CERTIFY that on this 20th day of May, 1987 before me, the undersigned authority, personally appeared Linda Connor Kane, to me known to be the person who executed the foregoing Articles of Incorporation, and acknowledged the execution of such instrument for the uses and purposes therein expressed.


NOTARY PUBLIC, State of Florida
at Large

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires: 11/11/88

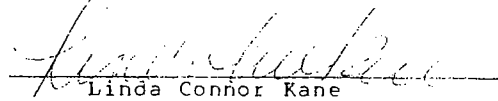
LCKARTSL

CERTIFICATE OF DESIGNATED PLACE OF BUSINESS OR DOMICILE
FOR THE SERVICE OF PROCESS WITHIN FLORIDA, NAMING AGENT
UPON WHOM PROCESS MAY BE SERVED

IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE
FOLLOWING IS SUBMITTED:

SETTLER'S LANDING HOMEOWNERS ASSOCIATION, INC., DESIRING
TO ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA WITH
ITS PRINCIPAL PLACE OF BUSINESS AT CITY OF JACKSONVILLE, COUNTY OF
DUVAL, FLORIDA, HAS NAMED LINDA CONNOR KANE LOCATED AT 2000 INDE-
PENDENT DRIVE, JACKSONVILLE, FLORIDA 32202, AS ITS AGENT TO ACCEPT
SERVICE OF PROCESS WITHIN FLORIDA.

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE
ABOVE STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFI-
CATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE
TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE
PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.


Linda Connor Kane

Dated: May 20, 1987

FILED
MAY 25 1987
CLERK OF COURT
JACKSONVILLE, FLORIDA