

**ARTICLES OF INCORPORATION OF
TUPELO PLANTATION OWNERS' ASSOCIATION, INC.
A CORPORATION NOT FOR PROFIT**

FILED
2008 APR 19 PM 12:33
CLERK OF STATE
TALLAHASSEE, FLORIDA

The undersigned hereby makes and files these Articles of Incorporation:

**ARTICLE I
NAME AND PRINCIPAL OFFICE**

The name of the corporation is TUPELO PLANTATION OWNERS' ASSOCIATION, INC.

For convenience the corporation shall be referred to in these Articles as the "Association."

The initial principal office of the Association shall be located at 9428 BAYMEADOWS RD., SUITE 112, JACKSONVILLE, FL 32256.

**ARTICLE II
DURATION**

The existence of the Association shall commence with the filing of these Articles of Incorporation with the Florida Department of State. The period of duration of the Association is perpetual.

**ARTICLE III
PURPOSE**

The Association is organized under Chapter 617, Florida Statutes (2005) as a not-for-profit corporation for the purpose of providing a structured association of property owners as the management entity responsible for the operation of the community of TUPELO PLANTATION, in accordance with the plat(s) thereof, the "Declaration of Covenants, Easements, Conditions and Restrictions, Tupelo Plantation" (as recorded, and all duly adopted and recorded amendments, supplements, and recorded exhibits thereto), these Articles of Incorporation (and any duly adopted amendments hereto), and the Bylaws of the Association (and any duly adopted amendments thereto), in which community the membership of property owners or their agents in the Association is a mandatory condition of ownership. The responsibilities, powers and purposes of the Association include, but are not limited to, the following:

1. To provide for maintenance of areas and structures as may be placed under the jurisdiction of the Association by means of the Declaration of Covenants, Easements, Conditions and Restrictions, or otherwise by grant, permit, license or easement; and
2. To regulate the use of areas and structures as may be placed under the jurisdiction of the Association by means of the Declaration of Covenants, Easements, Conditions and Restrictions, or otherwise by grant, permit, license or easement; and
3. To promote the health, safety and welfare of the owners of property located within Tupelo Plantation; and

4. To enforce the provisions of the Declaration of Covenants, Easements, Conditions and Restrictions, which the Association has the responsibility to enforce; and
5. To operate and maintain the conservation areas, common areas, stormwater management system(s) and permit(s) of or relating to Tupelo Plantation; and
6. To establish rules and regulations for the community of Tupelo Plantation; and
7. To contract for services and/or provide services to or for the use and benefit of the operation and maintenance of the community of Tupelo Plantation; and
8. To operate, maintain and manage the private roadways within Tupelo Plantation in a manner and to a level of maintenance and repair consistent with Nassau County Ordinance 2005-47, the Tupelo Plantation Planned Unit Development ("PUD"), so that the private roadways serve as a safe and efficient way of passage for vehicles utilized by Members of the Association, their tenants, guests and invitees and by those engaged in emergency and essential public services, including but not limited to fire, rescue, police, emergency medical, garbage and waste collection, and utility services, the Association shall levy and collect adequate uniform assessments against members of the Association for the costs associated with maintenance, repair and renovation of the roadways in the PUD; and
9. To operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the St. Johns River Water Management District permit requirements and applicable District rules, and assist in the enforcement of the Declaration of Covenants, Easements, Conditions and Restrictions which relate to the surface water or stormwater management system. The Association shall levy and collect adequate uniform assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system; and
10. To assure, prior to any event of termination, dissolution or final liquidation of the Association, that the responsibility for the operation and maintenance of the surface water or stormwater management system is properly transferred to and accepted for maintenance and management by an entity with jurisdiction over Tupelo Plantation which would comply with Section 40C-42.027, F.A.C. (2005) and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

ARTICLE IV POWERS AND DUTIES

The Association shall have and exercise all rights and powers conferred upon corporations under the laws of the State of Florida consistent with applicable law, by these Articles of Incorporation, and the Declaration of Covenants, Easements, Conditions and Restrictions. The Association shall also have all of the powers and authority reasonably necessary or appropriate to carry out duties imposed upon it by the Declaration of Covenants, Easements, Conditions and Restrictions, including, but not limited to, the following:

1. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as defined in the Declaration of Covenants, Easements, Conditions and Restrictions;

2. To impose fines, restrictions or sanctions upon Members consistent with applicable laws and the Bylaws;
3. To fix, levy, collect and enforce payment by any lawful means, of all charges or assessments and assessment liens pursuant to the terms of the Declaration of Covenants, Easements, Conditions and Restrictions;
4. To pay all expenses in the collection of assessments 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.
5. To acquire (by gift, purchase or lease), to own, hold, improve, insure, build upon, operate, maintain, replace and to repair, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association, and to contract improvements and to repair, remodel and demolish the same, on any property that is owned or leased by the Association.
6. To borrow money, and with the consent of fifty-one percent (51%) of the voting interests of each class of members, mortgage, pledge, deed and trust, or hypothecate any or all of its real or personal property, including any lien rights it may have, as security for money borrowed or debts incurred.
7. To participate in mergers and consolidations with other not-for-profit corporations organized for the same or similar purposes or to annex additional property, provided that such mergers, consolidation or organization shall have the consent of two-thirds (2/3^{rds}) of the voting interests of the Class A Members and the unanimous (100%) consent of the Class B Member(s).
8. To make and amend reasonable Bylaws for the management of the Association, and establish rules and regulations respecting the use of any property or facilities over which the Association may have control, or jurisdiction for administrative responsibilities and compliances, and to provide for fines, penalties, sanctions or other appropriate relief for the violation of any breach of such Bylaws or regulation(s).
9. To contract for the maintenance of such facilities, and other areas and improvements as may be placed under the jurisdiction of the Association, either by the Declaration of Covenants, Easements, Conditions and Restrictions or by resolution adopted by the Association's Board of Directors.
10. To levy and collect adequate uniform assessments for the costs, actual and/or projected, associated with maintenance, repair and renovation of roadways in or appurtenant to Tupelo Plantation as specified in the PUD.
11. To be responsible for the maintenance, operation and repair of the surface water or stormwater management system. "Surface water or stormwater management system" means 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. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the surface water or stormwater management

system shall be as permitted or, if modified, as approved by the St. Johns River Water Management District.

12. To enter into contracts and permits for the management of Tupelo Plantation common areas and open space for the purpose of preventing or minimizing the risk of damage by wildfire(s), and the power to engage in emergency measures as and when necessary to limit or control the spread or damaging effects of a wildfire.
13. To employ such legal counsel, accountants and other agents or employees as may be deemed necessary for the protection and furtherance of the interest(s) of the Association and of its Members and to carry out the purposes of the Association.

ARTICLE V PROHIBITION AGAINST DISTRIBUTION OF INCOME

The purpose of the Association and the powers and duties of the Association are specifically limited and constrained so that those powers and purposes will not include or permit pecuniary gain or profit, nor distribution of the income of the Association to its members, officers or directors. Nothing in this Article shall prohibit the Association from reimbursing its directors or officers for reasonable expenses reasonably incurred in service to the Association.

ARTICLE VI MEMBERSHIP

Every person or entity who is the record Owner of a Lot in Tupelo Plantation, as defined in the Declaration of Covenants, Easements, Conditions and Restrictions, shall be a Member of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of the Lot. Membership rights and duties shall be subject to and controlled by the Declaration of Covenants, Easements, Conditions and Restrictions, which is in the form of a covenant running with the land. The Developer, TUPELO PLANTATION DEVELOPERS, LLC, a Florida limited liability company, and/or its designated successors, shall also be a Member.

ARTICLE VII VOTING RIGHTS

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

CLASS A: Class A Members shall be all of Owners of Lots within Tupelo Plantation other than Class B Members. Within Class A Membership there will be one (1) vote allocated to each Lot. When more than one (1) person holds an interest in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot. The Bylaws may establish procedures for voting when title to a Lot is held in the name of a corporation or more than one (1) person or entity.

CLASS B: The Class B Member consists solely of the Developer, its business successors and its assigns. The Class B Member may appoint the initial members of the Board of Directors, and may appoint a majority of the members of the Board of Directors during the Developer Control Period, as defined in the Declaration of Covenants, Easements, Conditions and Restrictions and in, and in accordance with procedures specified in, the Bylaws of the Association. The Class B Member has and is awarded 144 votes as a Member at and upon the creation of the Association, corresponding to votes equal to twice the number of Lots authorized under the PUD for Tupelo Plantation Phases 1, 2 and 3. If Tupelo Plantation is enlarged or amended by additional phases, then upon such amendment, the Class B Member shall be awarded additional votes equal to twice the number of Lots within such additional phases(s) of Tupelo Plantation. The number of Class B votes may increase with the addition of Lots in phases subsequent to Phase 3 of Tupelo Plantation, but the number of Class B votes does not decrease upon, or by reason of, the sale of a Lot or Lots by the Developer. The Class B membership shall terminate and be cancelled thirty (30) days after the expiration of the Developer Control Period. Upon termination of the Class B Membership, the Developer shall be a Class A Member, entitled and obligated to all rights and duties thereto, for each Lot within Tupelo Plantation which it owns.

ARTICLE VIII DIRECTORS

The affairs of the Association shall be managed by a Board of Directors, who need not be Members of the Association. The initial Board of Directors shall consist of three (3) directors.

The number of directors may be increased by the Bylaws, but shall never be less than three (3) directors. The names and addresses of the persons who are to initially act in the capacity of directors until the selection of their successors are:

Thomas Beeckler
9428 Baymeadows Road, Suite 112
Jacksonville, Florida 32256

Bill Schroeder
9428 Baymeadows Road, Suite 112
Jacksonville, Florida 32256

Brian Brown
9428 Baymeadows Road, Suite 112
Jacksonville, Florida 32256

At such times as fifty percent (50%) of the Lots that are developed within Tupelo Plantation by Developer have been conveyed to Owners (as defined in the Declaration of Covenants, Easements, Restrictions and Conditions), the Board shall be expanded to five (5) members. Two (2) of the directors must be elected from among the Class A membership composed of owner(s) of Lot(s) other than the Developer. The Board of Directors will be

elected by a vote of the Members without regard to classes. Directors will be elected based on a majority of the votes cast at the annual meeting of Members.

Unless contrary provisions are made by law, each director's term of office shall be for one (1) year, provided that all directors shall continue in office until their successors are duly elected and installed. There shall be at each annual meeting of the Association an election of directors. Directors may serve successive annual terms without limitation.

A majority of the directors currently serving as such shall constitute a quorum at meetings of the Board. The decision of a majority of the directors present at a meeting at which a quorum is present shall be sufficient to authorize any action on behalf of the Board. Each director shall be entitled to one (1) vote on every matter presented to the Board.

Any meeting of the Board of Directors of the Association may be held within or outside of the State of Florida.

The Board of Directors may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may hear each other during the meeting.

The Board of Directors may adopt emergency bylaws and exercise, or authorize the exercise of such emergency powers as may be specified in such emergency bylaws, to manage the Association in the event of catastrophic event(s).

ARTICLE IX DISSOLUTION

The Association may only be dissolved with the assent given in writing and signed by the affirmative vote of not less than ninety-five percent (95%) of the votes of the Class A Members of the Association, together with one-hundred percent (100%) of the votes of the Class B Member(s) of the Association. No voluntary dissolution or liquidation of the Association may be undertaken unless and until the responsibility for the operation and maintenance of the surface water or stormwater management system is properly transferred to and accepted for maintenance and management by an entity with jurisdiction over Tupelo Plantation which would comply with Section 40C-42.027, F.A.C. (2005) and be approved by the St. Johns River Water Management District.

ARTICLE X INDEMNIFICATION

Every director and every officer of the Association, unless disqualified by reason of Section 617.0831 Florida Statutes (2005) or by otherwise applicable law, shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him or her in connection with any proceeding or any settlement of any proceeding to which he or she may be a part or in which he or she may become involved by reason of his or her being or having been a director or officer of the Association, whether or not he or she is a

director or officer at the time such expenses are incurred, except when the director or officer is guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE XI BYLAWS

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded by the Board of Directors and by the members in the manner provided by the Bylaws.

ARTICLE XII AMENDMENTS

Amendments to these Articles may be made and adopted upon the following conditions:

1. A resolution of the Board of Directors shall specify the form of the proposed amendment and notice of the consideration and vote for or against the proposed amendment shall be included in the notice of the members' meeting which shall consider the amendment. The meeting may be the annual meeting or a special meeting.
2. There is an affirmative vote of seventy-five (75%) of the votes of the Class A Members, together with one-hundred percent (100%) of the votes of the Class B Member(s) of the Association.
3. Any proposal to amend the class or subclass membership structure and voting by subclasses to elect directors shall require the affirmative vote of ninety (90%) of the votes of the Class A Members, and one-hundred (100%) of the votes of the Class B Member(s).

ARTICLE XIII INCORPORATOR

The name and address of the subscribing incorporator to the Articles of Incorporation is:

James L. Shroads
Attorney At Law
914 Atlantic Avenue, Suite 2E
Fernandina Beach, Florida 32034

ARTICLE XIV
REGISTERED OFFICE

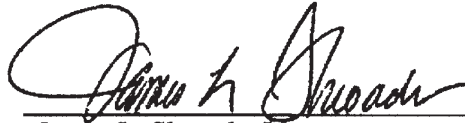
The address of the Association's initial registered office is:

914 Atlantic Avenue, Suite 2E
Fernandina Beach, Florida 32034

The name of the Association's initial registered agent at the above address is:

James L. Shroads, Attorney At Law

WHEREFORE, the incorporator has caused these presents to be executed this 17th
day of APRIL, 2006.


James L. Shroads, Incorporator

DESIGNATION AND ACCEPTANCE OF REGISTERED AGENT

Corporation: Tupelo Plantation Owners' Association, Inc.,
a Florida not-for-profit corporation

Principal Office: 9428 Baymeadows Road, Suite 112
Jacksonville, FL 32256

Registered Office: 914 Atlantic Avenue, Suite 2E
Fernandina Beach, FL 32034

Having been named to accept service of process for Tupelo Plantation Owners' Association, Inc.,
at the registered office designated in the Articles of Incorporation, the undersigned is familiar
with and accepts the obligations of that position.


James L. Shroads

Date: April 17, 2006