

State of Florida

301000



Department of State

I certify from the records of this office that DEER CREEK GOLF AND TENNIS RV RESORT, PHASE TWO, A FLORIDA COOPERATIVE CORPORATION is a corporation organized under the laws of the State of Florida, filed on July 31, 2006.

The document number of this corporation is N06000008091.

I further certify that said corporation has paid all fees due this office through December 31, 2006, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
First day of August, 2006



CR2EO22 (01-06)

Sue M. Cobb
Sue M. Cobb
Secretary of State

**ARTICLES OF INCORPORATION
OF
DEER CREEK GOLF AND TENNIS RV RESORT, PHASE TWO
A FLORIDA COOPERATIVE CORPORATION**

The undersigned, desiring to form a corporation not-for-profit in accordance with the laws of the State of Florida, in compliance with the requirements of Chapters 617 and 719, Florida Statutes, does hereby certify the following:

**ARTICLE I
NAME AND PRINCIPAL OFFICE**

1. The name of this corporation is DEER CREEK GOLF AND TENNIS RV RESORT, PHASE TWO, A FLORIDA COOPERATIVE CORPORATION (the "Corporation").
2. The principal office and mailing address of the Corporation is 500 South Florida Avenue, Suite 700, Lakeland, Florida 33801.

**ARTICLE II
REGISTERED OFFICE AND AGENT**

The name of the corporation's initial registered agent and street address of the office of the initial registered agent shall be:

PETER A. MCFARLANE, ESQ.
500 South Florida Avenue, Suite 600
Lakeland, Florida 33801

**ARTICLE III
PURPOSE AND POWERS**

The general purpose for which the Corporation is organized is to engage in, conduct and carry on the business of operation of a cooperative recreational vehicle resort association, and to own real property comprising a residential development known as Deer Creek Golf and Tennis RV Resort, Regal Ridge, which property is further described in **Exhibit "A"** of the Declaration of Master Form Occupancy Agreement (the "Cooperative"). All capitalized terms used in these Articles of Incorporation, if not defined herein, shall have the meanings ascribed to such terms that are contained in Chapter 719, Florida Statutes, as enacted upon the date of filing hereof (the "Cooperative Act"), the Declaration of Master Form Occupancy Agreement ("Master Occupancy Agreement"), or the Bylaws for the Cooperative ("Bylaws"), and such meanings are incorporated into these Articles of Incorporation by references as if set forth herein. "Developer" means Deer Creek, Ltd., a Florida limited partnership, and its successors and/or assigns.

The Corporation has the power to own, manage, and maintain the Cooperative on behalf of the Cooperative Shareowners (hereinafter defined) in compliance with the powers and duties

set forth in Chapter 719, Florida Statutes and to engage in activities which are necessary, suitable or convenient for the accomplishment of that purpose, or which are incidental thereto or connected therewith.

In addition, the Corporation shall also have all the following powers:

1. Exercise all of the powers and privileges specified in Chapter 719, and Sections 617.0302 and 617.0303, Florida Statutes;
2. Promote the health, safety and general welfare of the residents of the Cooperative;
3. Fix, levy, collect and enforce payment by any lawful means all charges or assessments, rents, maintenance fees, shareowner fees and liens, if any, relating to ownership in the Cooperative and pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of this Corporation, including all license fees, taxes, or governmental charges levied or imposed against the real or personal property of this Corporation;
4. Acquire, either by gift, purchase or otherwise, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer or otherwise dispose of real or personal property in connection with the affairs of this Corporation;
5. Borrow money, mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
6. Dedicate, sell or transfer in fee simple all or any part of this Corporation's property to any public bodies or governmental agencies or authorities or public or private utility companies;
7. Grant easements as to any common areas within the Cooperative property to public and private utility companies and to public bodies or governmental agencies or other entities or persons, without cost or charge, where convenient, desirable or necessary in connection with the development of the property owned by the Corporation and the providing of utility, drainage and other services thereto;
8. From time to time adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the property owned by the Corporation;
9. Contract for the maintenance and management of the property owned by the Corporation and authorize a management agent to assist the Corporation in carrying out its powers and duties and employ personnel necessary to fulfill the Corporation's duties;
10. Use the proceeds of assessments in the exercise of its powers and duties;

11. Maintain, repair, replace and operate the property owned by the Corporation;
12. Purchase insurance upon the property owned by the Corporation and insurance for the protection of the Corporation;
13. Reconstruct improvements after casualty and further improve the property owned by the Corporation.

ARTICLE IV SHARE OWNERSHIP

1. The Corporation shall be organized on a stock basis and shall issue stock certificates ("Stock Certificates") for each share of stock purchased. One hundred sixty-seven (167) Stock Certificates are authorized to be issued.
2. Every person or entity who has met the qualifications of the Cooperative and has entered into an occupancy agreement ("Occupancy Agreement") with the Corporation for a lot in the Cooperative ("Lot") and who has purchased a Stock Certificate in the Corporation as specifically provided for in the Bylaws shall be a shareowner ("Shareowner") of this Corporation. The foregoing is not intended to include persons or entities that hold an interest in a Stock Certificate merely as security for the performance of an obligation. Ownership of a Stock Certificate and an Occupancy Agreement, as referred to above, shall be the sole qualifications for becoming a Shareowner. When any such Occupancy Agreement is owned of record by two (2) or more persons or other legal entity and such persons also own a Stock Certificate, all such persons or entities shall be considered collectively as a sole Shareowner and shall be entitled to only one (1) collective vote. An occupant of more than one (1) Lot shall be entitled to one (1) share ownership for each Lot and shall be entitled to only one (1) vote for each share ownership. Share ownership shall be appurtenant to and may not be separated from the Occupancy Agreement and Stock Certificate and may be transferred only by the conveyance or other transfer of that Occupancy Agreement and Stock Certificate pursuant to and as determined by the Bylaws. Initially, all Stock Certificates are owned by the Developer who does not have to meet the foregoing qualifications.
3. Change of share ownership in the Corporation shall be established by the issuance of a new Stock Certificate in the Corporation and the issuance of a new or transfer of an existing Occupancy Agreement. The actual Stock Certificate is an essential instrument to a transfer. In order for a transfer to be valid, the transferring Shareowner must produce the Stock Certificate (or post bond if the Stock Certificate is lost or destroyed) and have it transferred on the books of the Corporation. The Corporation, at its sole discretion, may accept an affidavit from the Shareowner, properly witnessed and notarized, to the effect that after diligent search the Shareowner is unable to locate the Stock Certificate and that there are no existing liens or encumbrances on the Certificate. The owner of such Stock Certificate thus becomes a Shareowner of the Corporation and the share ownership of the prior owner is terminated.

4. The share ownership of a Shareowner, and the interest of a Shareowner in the funds and assets of the Corporation, cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his or her Occupancy Agreement and Stock Certificate.

5. The owner of each Stock Certificate shall be entitled to one (1) vote as a Shareowner of the Corporation. The manner of exercising voting rights shall be determined by the Bylaws of the Corporation.

ARTICLE V BOARD OF DIRECTORS

1. The affairs of the Corporation will be managed by a Board consisting of the number of directors determined by the Bylaws, but not less than three (3) directors nor more than five (5), and in the absence of such determination shall consist of three (3) directors. All directors of the Corporation, other than the initial directors, shall be Shareowners of the Corporation.

2. Directors of the Corporation, other than the initial directors, shall be elected at the annual meeting of the Shareowners in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

3. The names and addresses of the Shareowners of the first Board of Directors who shall hold office until their successors are elected and have qualified or until removed are as follows:

| <u>NAME</u> | <u>ADDRESS</u> |
|---------------------|--|
| Lawrence W. Maxwell | 500 South Florida Avenue, Suite 700 Lakeland, Florida 33801 |
| Lawrence T. Maxwell | 500 South Florida Avenue, Suite 700 Lakeland, Florida 33801 |
| William D. Drost | 500 South Florida Avenue, Suite 700 Lakeland, Florida 33801 |

ARTICLE VI OFFICERS

The affairs of the Corporation shall be administered by the officers designated by the Bylaws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the Shareowners of the Corporation and shall serve at the pleasure of the Board of Directors.

The name and addresses of the initial officers who shall serve until their successors are designated by the Board of Directors, unless they sooner die, resign or are removed, are as follows:

| <u>NAME</u> | <u>OFFICE</u> |
|---------------------|----------------|
| Lawrence T. Maxwell | President |
| Lawrence W. Maxwell | Vice President |
| George J. Bochis | Secretary |
| Benjamin D. E. Falk | Treasurer |

ARTICLE VII INCORPORATOR

The name and address of the person signing these Articles of Incorporation is:

Lawrence T. Maxwell
500 South Florida Avenue, Suite 700
Lakeland, Florida 33801

ARTICLE VIII DISSOLUTION

This Corporation may only be dissolved with the written consent of not less than two-thirds (2/3) of the votes of the Shareowners entitled to vote. Upon dissolution of this Corporation, other than incident to a merger or consolidation, the assets of this Corporation shall be either: (a) dedicated to an appropriate public agency to be used for the purposes similar to those for which this Corporation was created (in which event, if such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes, but in no event shall such assets inure to the benefit of any Shareowner or other private individual); or (b) distributed to the Shareowners under to a plan of distribution created under Chapter 617, Florida Statutes; or (c) as otherwise permitted by law.

ARTICLE IX DURATION

This Corporation shall have perpetual existence, effective upon filing these Articles of Incorporation.

ARTICLE X
BYLAWS

The Bylaws of this Corporation shall be initially adopted by a majority of the Board of Directors. Thereafter, the Bylaws may be altered, amended, or rescinded by a majority of all Shareowners entitled to vote at any regular or special meeting of the share ownership duly called and convened.

ARTICLE XI
AMENDMENT

Any amendment to these Articles shall require the assent of a majority of all Shareowners entitled to vote at any regular or special meeting of the share ownership duly called and convened. If there are no Shareowners, any amendment to these Articles shall required the assent of a majority of the Board of Directors.

ARTICLE XII
INDEMNIFICATION

Every Director and every officer of the Corporation shall be indemnified by the Corporation to the fullest extent of the law against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed on him in connection with any proceeding or settlement of 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 Corporation, whether or not he is a Director or officer at the time such expenses are incurred; provided that in the event of a settlement and reimbursement as being in the best interests of the Corporation, and in the event a Director or officer admits that he is or was adjudged, indemnification provisions of this Article shall not apply. The foregoing right of indemnification shall be in addition to and not exclusive of all of the rights to which such Director or officer may be entitled.

ARTICLE XIII
NON PROFIT STATUS

No part of the earnings of the Corporation shall inure to the benefit of any individual or Shareowner. The Corporation shall not carry on propaganda or otherwise act to influence legislation.

ARTICLE XIV
INFORMAL SHAREOWNER ACTION

The holders of not less than a majority of the issued and outstanding Stock Certificates of the Corporation may act by written agreement without a meeting, as provided in Florida Statutes, Section 617.0701 and the Bylaws.

[SIGNATURES TO FOLLOW ON SUBSEQUENT PAGE]

IN WITNESS WHEREOF, for the purpose of forming this Corporation under the laws of the State of Florida, the undersigned, constituting the subscriber of the Corporation, has executed these Articles of Incorporation this ____ day of _____, 2006.

By: _____
Lawrence T. Maxwell

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledge before me this ____ day of _____, 2006, by _____ as Incorporator, personally known to me, who executed the foregoing Articles of Incorporation and who acknowledged to me that he executed the same freely and voluntarily for the uses and purposes expressed in the Articles of Incorporation.

Print Name _____
Notary Public, State of Florida
My Commission Expires: _____

[NOTARY SEAL]

ACCEPTANCE OF REGISTERED AGENT

Pursuant to Section 617.0501, Florida Statutes, I hereby accept to act as registered agent of DEER CREEK GOLF AND TENNIS RV RESORT, PHASE TWO, a Florida cooperative corporation, and agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties and am familiar with and accept the obligations of Section 607.0505, Florida Statutes.

PETER A. MCFARLANE
Registered Agent