

ARTICLES OF INCORPORATION

OF

RIVER RANCH RV RESORT OWNERS ASSOCIATION, INC

We, the undersigned, hereby associate ourselves together for the purpose of forming a non-profit corporation under the Laws of the State of Florida, pursuant to and governed by Florida Statutes 617 et seq. and 720, et seq., and certify as follows:

ARTICLE I

The name of the corporation shall be: RIVER RANCH RV RESORT OWNERS ASSOCIATION, INC.

For convenience, the corporation shall be referred to in this instrument as the Association.

ARTICLE II

The general purpose of the Association will be to own, operate and administer certain real property in Polk County, Florida, for the use and benefit of all Lot Owners in River Ranch RV Resort ("Resort"), including any future phases to be operated by the Association. Such purpose includes to accept ownership of, operate, maintain, and manage the common elements and other Resort property in accordance with duties as set forth in the By-laws of the Association as well as the Declaration of Covenants and Restrictions ("Declaration"). The Association shall have all the rights, privileges, powers, and immunities available to corporations not for profit under the laws of the State of Florida, and the enumeration herein of specific purposes shall not limit the objects or powers of the Association thereunder. Notwithstanding the foregoing, the Association shall exercise only such powers as are in the furtherance of the exempt purposes of organizations as set forth in the Internal Revenue Code and regulations thereunder, as the same now exist or as they may hereinafter be amended from time to time.

ARTICLE III

Members of the Association shall be the record owners of lots in the Resort.

ARTICLE IV

This Association shall have perpetual existence.

A TRUE COPY
CERTIFICATION ON LAST PAGE
RICHARD M. WEISS, CLERK

ARTICLE V

The names and residences of the original subscribers to these Articles of Incorporation are as follows:

NAME	ADDRESS
E. Randall Henderson	2400 Crestmoor Road Nashville, Tennessee
Edgar W. McCauley	1538 West Church Street Newark, Ohio
E. A. Mike Smith	506 Neopolitan Lane Naples, Florida
Ronald W. Petty	2400 Crestmoor Road Nashville, Tennessee

ARTICLE VI

The powers of the Association shall include, but not be limited to the following provisions:

- 6.1 The Association shall have all the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these articles.
- 6.2 The Association shall have all of the powers and duties reasonably necessary for the purposes for which the Association is organized, including to operate the Resort pursuant to the By-laws, Declaration of Covenants and Restrictions, and any exhibits annexed thereto as presently drafted and as they may be amended from time to time, including, but not limited to, the following:
 - (a) Assess. To make, collect and enforce assessments against members as Lot Owners to defray the costs, expenses and losses of the Resort.
 - (b) Disburse. To use the proceeds of assessments in the exercise of its powers and duties.
 - (c) Maintain. To maintain, repair, replace and operate the Resort property, including common elements and including specifically the surface water management system permitted by the South Florida Water Management District, including all lakes, retention areas, culverts and related appurtenances.
 - (d) Insure. To purchase insurance upon the Resort property and insurance for the protection of the Association and its members as Lot Owners, as well as liability insurance for the protection of Directors of the Association.
 - (e) Reconstruct. To reconstruct improvements after casualty and further improve the Resort property, pursuant to the terms of the Declaration of Covenants and Restrictions and By-laws.

- (f) Regulate. To make and amend reasonable rules and regulations respecting the use of the property in the Resort.
- (g) Enforce. To enforce by legal means the provisions of the Declaration of Covenants and Restrictions, these Articles, the By-laws of the Association and any other regulations for the use of the property in the Resort.
- (h) Management Contract. To contract for the management and maintenance of the Resort and to authorize the management agent to assist the Association in carrying out its powers and duties by performing such functions as the collection of assessments, preparation of records, enforcement of rules, and maintenance of the common elements. The Association shall, however retain at all times the powers and duties granted them, including, but not limited to, the making of assessments, promulgation of rules, and execution of contracts on behalf of the Association.
- (i) Employment. To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.
- (j) Payment of Liens. To pay taxes and assessments which are liens against any part of the Resort other than individual lots and appurtenances thereto, and to assess the same against the lots subject to such liens.
- (k) Utilities. To pay the cost of all power, water, and sewer and other utility services rendered to the Resort and not billed to owners of individual lots and to assess the same against the lots.
- (l) Own. To own and convey property in accordance with the Articles, By-laws and Declaration of Covenants and Restrictions of the Association.

6.3 The Association shall have the power to purchase a lot in the Resort and to hold, lease, mortgage and convey the same.

ARTICLE VII

7.1 The affairs of the association shall be managed and governed by a Board of Directors composed of not less than three (3), nor more than the number specified by in the By-laws, and in the exact number of persons as specified in the By-laws. The Directors shall be elected at the annual meeting of the membership, for a term as specified in the By-laws, or until their successors shall be elected and shall qualify. Provisions for such election, and provisions respecting the removal, disqualification and resignation of Directors, and for filling vacancies on the Board of Directors, shall be established by the By-laws.

A TRUE COPY
CERTIFICATION ON LAST PAGE
RICHARD M. WEISS, CLERK

ARTICLE VIII

The affairs of the Association shall be administered by the officers designated in the By-laws. The officers shall be elected by the Board of Directors at it's first meeting following the annual meeting of the members of the Association, and they shall serve at the pleasure of the Board of Directors.

ARTICLE IX

The following persons shall constitute the first Board of Directors and shall serve until their successors are elected and have qualified.

NAME	ADDRESS
E. Randall Henderson, Jr.	2400 Crestmoor Road Nashville, Tennessee
Edgar W. McCauley	1538 West Church Street Newark, Ohio
E. A. Mike Smith	506 Neopolitan Lane Naples, Florida
Ronald W. Petty	2400 Crestmoor Road Nashville, Tennessee

ARTICLE X

The street address of the office of the Association shall be:

P.O. Box 30529
3400 River Ranch Blvd.
River Ranch, Florida 33867-0529

The name and address of the Association's Registered Agent shall be:

Mr. Tom Rhodes, CAM Manager
River Ranch RV Resort Owners Association, Inc.
P.O. Box 30529
3400 River Ranch Boulevard
River Ranch, Florida 33867-0529

ARTICLE XI

The By-laws of the Corporation were made and adopted by its first Board of Directors.

ARTICLE XII

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

- 12.1 A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by one-third (1/3) of the members of the Association.
- 12.2 The Board of Directors must adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of members entitled to vote on the proposed amendment, which may be either an annual or a special meeting.
- 12.3 Written notice setting forth the proposed amendment or a summary of the changes to be effected by the amendment must be given to each member entitled to vote at such meeting in accordance with the Articles of Incorporation or the By-laws.
- 12.4 The proposed amendment shall be adopted upon receiving at least a majority of the votes which members present, or represented by proxy, are entitled to cast.
- 12.5 Any number of amendments may be submitted and voted upon at any one meeting.
- 12.6 The Board of Directors may amend these Articles to maintain compliance with then current State of Florida Statutes, in lieu of the above procedures.
- 12.7 Amendment(s) to these Articles shall be effective when a copy thereof, together with an attached certificate of its approval sealed with the Corporate Seal, signed by the Secretary or an assistant secretary, and executed and acknowledged by the President or Vice President, has been filed with the Secretary of State, and all filing fees paid.

ARTICLE XIII

- 13.1. 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.

- 13.2. 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 noninterested 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 shall have the power to purchase 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 provision of these Articles of Incorporation.

ARTICLE XIV

There shall be no dividends paid to any members, nor shall any part of the income of the Association be distributed to its Board of Directors or Officers. In the event there are any excess receipts over disbursements, as a result of performing services, such excess shall be applied against future expenses, or as otherwise determined by the Association. The Association may pay compensation in a reasonable amount to its members, directors and officers, for services rendered, may confer benefits upon its members in conformity with its purposes, and upon dissolution or final liquidation, may make distribution to its members as is permitted by the Court having jurisdiction thereof, and no such payment, benefit or distribution shall be deemed to be a dividend or distribution of income.

If the Association is dissolved, the surface water drainage system in the Resort shall be conveyed to an appropriate agency of local government; or if it is not accepted, must be dedicated to a similar nonprofit corporation.

The Association shall issue no shares of stock of any kind or nature whatsoever. Membership in the Association and the transfer thereof, as well as the number of members, shall be upon such terms and conditions as provided for in the Declaration of Covenants and Restrictions and By-laws. The voting rights of the owners of lots in said Resort shall be as set forth in the Declaration of Covenants and Restrictions and/or By-laws.

IN WITNESS WHEREOF, the Subscribers hereto have hereunto affixed their signatures this 20 March 01.

Ellis L. Stevens

STATE OF FLORIDA

COUNTY OF POLK

Before me, the undersigned authority, personally appeared Ellis L. Stevens who, after being by me duly sworn, acknowledged that he executed the foregoing Articles of Incorporation of RIVER RANCH R.V. RESORT OWNERS ASSOCIATION, INC., for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the State and County last aforesaid this 20 March 2001.

Richard M. Weiss
 Notary Public

STATE OF FLORIDA

COUNTY OF POLK

Before me, the undersigned authority, personally appeared _____, who after being by me duly sworn, acknowledged that he executed the foregoing Articles of Incorporation of RIVER RANCH R.V. RESORT OWNERS ASSOCIATION, INC., for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the State and County last aforesaid this _____ 2001

 Notary Public