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ARTICLES OF INCORPORATION  
OF  
BEAR CREEK HOMEOWNERS ASSOCIATION, INC.

ARTICLES OF INCORPORATION  
OF  
BEAR CREEK HOMEOWNERS ASSOCIATION, INC.

Section No.

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ARTICLES OF INCORPORATION  
OF  
BEAR CREEK HOMEOWNERS ASSOCIATION, INC.

FILED  
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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

A Corporation Not For Profit

The undersigned incorporators each are natural persons with contractual capacity and have made, subscribed, acknowledged, and filed with the Department of State of the State of Florida these Articles of Incorporation to form a corporation not for profit under the laws of the State of Florida.

ARTICLE I

Name

The name of this corporation is BEAR CREEK HOMEOWNERS ASSOCIATION, INC., called the "Association" in these Articles.

ARTICLE II

Office and Registered Agent

This Association's registered office is 861 Douglas Avenue, Longwood, Florida 32750. Its registered agent is A. E. Blair, who maintains a business office identical with this Association's registered office. This Association's registered office or registered agent each may be changed from time to time by the Board of Directors as provided by Applicable Law.

ARTICLE III

Purpose and Powers of the Association

This Association does not contemplate pecuniary gain or profit to its members. It is formed to promote the health, safety, and general welfare of the residents within the following described land in Seminole County, Florida, and any additions as hereafter may be brought within this Association's jurisdiction:

All of BEAR CREEK ESTATES, as per the plat recorded in the Seminole County Public Records.

This Association's purposes include the maintenance, preservation, and architectural control of the residence Lots and Common Properties within such lands, as provided in the "Declaration of Restrictions: Bear Creek Estates" (the "Declaration," which term includes any amendments now or hereafter made), and within any additions to such lands as hereafter may be brought within this Association's jurisdiction, as provided in the Declaration. Without limitation, this Association is empowered to:

(a) Declaration. Exercise any right or remedy, and perform all duties, of this Association from time to time set forth in the Declaration, including the right to enforce any of its provisions in this Association's name and for this Association's exclusive benefit.

(b) Property. In any manner not prohibited by Applicable Law, acquire, own, hold, improve, manage, operate, maintain, convey, sell, lease, transfer, assign, and otherwise dispose of any property of any nature, real, personal, or mixed, tangible or intangible, in connection with this Association's affairs.

(c) Assessments. Fix, levy, collect, and enforce by any means not prohibited by Applicable Law any assessments or other charges established by, or pursuant to, the Declaration.

(d) Costs. Pay all costs, expenses, and obligations properly incurred in connection with this Association's affairs, including any licenses, taxes, or other governmental charges levied or imposed against this Association's property.

(e) Borrowings. Borrow money and, with the approval of the Required Percentage, mortgage, pledge, deed in trust, hypothecate, assign, grant security interests in, or otherwise transfer any of its property as security for money borrowed, debts incurred, or any of its other obligations. Notwithstanding the foregoing, the Board may assign, pledge, hypothecate, and grant security interests in this Association's accounts receivable as security for this Association's obligations without membership approval, if so provided from time to time in the By-laws.

(f) Dedications. With the approval of the Required Percentage, dedicate, sell, or transfer any of its property to any public agency, authority, or utility for such purposes, and subject to such conditions, as the Required Percentage approves.

(g) Reorganizations. With the approval of the Required Percentage, participate in mergers, consolidations, or other reorganizations with other nonprofit corporations.

(h) Regulations. Adopt, alter, amend, rescind, and enforce reasonable, uniform rules and regulations governing the use of the Lots, or the Common Properties, or both, that are not inconsistent with the Declaration, these Articles, or the By-laws.

(i) General. Have and exercise, in any combination, any rights, powers, privileges, and immunities that a corporation not for profit may now or hereafter have or exercise under Applicable Law, together with any other rights, powers, privileges, and immunities reasonably to be implied from the existence of any right, power, privilege or immunity so granted, or granted by the Declaration or

these Articles, or reasonably necessary to effectuate the exercise of any right, power, privilege or immunity so granted.

The foregoing enumeration of powers is illustrative and not in limitation of any powers not enumerated. Any powers may be exercised from time to time and at any time, as often as this Association considers necessary, convenient, desirable, or expedient.

## ARTICLE IV

### Membership

Section 1. General. No person except a Homeowner or a Developer, as such terms are defined in the Declaration, may be a member of this Association. All Homeowners and Developers, regardless of whether a Developer is also a Homeowner, must be either Class A or Class B members of the Association, as provided in this Article.

Section 2. Class A Membership. Until termination of Class B membership, as provided in this Article, every Homeowner who holds record title to a Lot, except a Developer, is a Class A member of this Association. Following such termination, each such Homeowner, including any Developers who are then Homeowners, is a Class A member. Each Class A membership is appurtenant to the Lot upon which it is based and is transferred automatically by a conveyance of record title to such Lot. A Homeowner of more than one Lot is entitled to one Class A membership for each Lot to which such Homeowner holds record title.

Section 3. Eligibility. No person other than a Homeowner may be a Class A member; and no Class A membership may be transferred, assigned, or conveyed except by and as an incident to the transfer of record title to the Lot upon which it is based. The foregoing does not prohibit, however, the assignment of Class A membership and voting rights by a Homeowner who is a contract seller to such Homeowner's vendee in possession.

Section 4. Class B Membership. Every Developer is a Class B member of the Association, and only a "Developer," as defined in the Declaration, may be a Class B member. Class B membership is not appurtenant to ownership of record title to a Lot and may be transferred only by a recorded assignment from a Developer. The Class B membership terminates upon the happening of any of the following, whichever occurs first:

(a) All Developers convey all of their respective right, title, and interest in and to the Properties for purposes other than completing the Work.

(b) All Developers record a disclaimer of their respective Class B memberships.

(c) The Work is discontinued or abandoned for at least 18 consecutive months.

(d) January 1, 1989.

(e) The Class A membership totals 60.

Upon termination of Class B membership, all provisions of the Declaration, the Articles, or the By-laws referring to Class B membership are obsolete and without further force or effect, including any provision requiring voting, consent, approval, or other action by classes of membership.

## ARTICLE V

### Voting Rights

Section 1. Class A Voting. Until termination of Class B membership, as provided in the preceding Article, each Homeowner, except a Developer, may cast one Class A vote for each Lot to which such Homeowner holds record title. Following such termination, each Homeowner, including any Developers who are then Homeowners, is entitled to cast one vote for each Lot to which such Homeowner holds record title. Any Developer must vote as a Class B member unless Class B membership is terminated.

Section 2. Co-Owners. If more than one person holds the record title to any Lot, all such persons are Class A members; but there may be only one vote cast with respect to such Lot. Such vote may be exercised as the co-owners determine between or among themselves; but no split vote is permitted. Before any meeting at which a vote is to be taken, each co-owner must file the name of the voting co-owner with the Secretary of this Association to be entitled to vote at such meeting, unless such co-owners have filed a general voting authority with this Association applicable to all votes until rescinded. Notwithstanding the foregoing, if title to any Lot is held by husband and wife, either co-tenant is entitled to cast the vote for such Lot, unless this Association is notified otherwise in writing.

Section 3. Class B Voting. The Class B members, regardless of number and regardless of the number of Lots to which any of them from time to time hold record title, are entitled initially to cast 240 total Class B votes, which figure is reduced by three votes for each Lot to which record title is conveyed to a Class A member. Each such conveyance constitutes an automatic surrender, termination, and cancellation of three Class B votes, which thereafter are without further force or effect. If there is more than one Class B member at any given time, the Class B votes are exercised as the Class B members determine between or among themselves and designate to this Association in writing.

Section 4. Termination. Upon termination of Class B membership, as provided in the preceding Article, Class B voting terminates, regardless of whether any Class B votes are outstanding at the time of termination. Any outstanding Class B votes from time to time may be surrendered to this Association by a recorded assignment from the Developer entitled to exercise them, without terminating Class B membership. Once so surrendered, such votes are cancelled and without further force or effect.



## ARTICLE VI

### Board of Directors

Section 1. Number and Term. This Association's affairs are managed by a Board of Directors initially composed of three Directors. The number of Directors may be changed by amendment to this Association's By-laws, but it at all times must be an odd number of three or more. The term of office for all Directors is one year, and any Director may succeed himself or herself in office. Directors need not be Association members.

Section 2. Election. All Directors are elected by secret written ballot at the annual meeting. Each member otherwise eligible to vote at such meeting is entitled to cast as many votes for each vacancy as such member has under the provisions of Article V of these Articles. The person receiving the largest number of votes cast for each vacancy is elected. Cumulative voting is prohibited.

Section 3. Initial Directors. The names and addresses of the persons who will serve as Directors until their successors have been duly elected and qualify, unless they sooner die, resign, are removed, or are incapacitated or otherwise unable to serve, are:

<u>Name</u>	<u>Address</u>
Earl H. Thiele	1301 Winter Springs Blvd. Winter Springs, Florida 32708
Robert B. Tonry	861 Douglas Avenue Longwood, Florida 32750
A. E. Blair	861 Douglas Avenue Longwood, Florida 32750

## ARTICLE VII

### Officers

The names of the officers of this Association, who will serve until their successors have been duly elected by the Board of Directors and qualify, unless they sooner die, resign, are removed, or are incapacitated or otherwise unable to serve, are:

<u>Name</u>	<u>Office</u>
Earl H. Thiele	President
J. B. Alpert	Vice President
Robert B. Tonry	Secretary
Robert B. Tonry	Treasurer

## ARTICLE VIII

### Subscribers

The names and residences of the subscribers are:

<u>Name</u>	<u>Residence</u>
Joe Castello	14732 Pine Glen Circle Lutz, Florida 33549
Patricia P. Liner	5302 Faulkenberg Tampa, Florida 33610
Julie Ford	3102 Bay Oaks Court Tampa, Florida 33609

## ARTICLE IX

### Duration

This Association exists perpetually unless dissolved, merged, consolidated, or otherwise reorganized as provided in these Articles and in compliance with Applicable Law.

## ARTICLE X

### Dissolution

This Association may be dissolved in the manner from time to time provided by Applicable Law and (i) with the approval of the Required Percentage, and (ii) upon such other approvals, if any, as may be required pursuant to Article XIV of these Articles. Upon dissolution of this Association in any manner other than incident to a merger, consolidation, or other reorganization, all of this Association's assets must be dedicated to an appropriate public agency, to be used for purposes similar to those for which this Association was created. If such dedication is refused, such assets must be granted, conveyed, assigned, and transferred to a non-profit corporation, association, trust, or other organization, to be devoted to such similar purposes. In no event may any assets inure to the benefit of any member or other private individual, including any Class B member.

## ARTICLE XI

### By-laws

This Association's By-laws initially are adopted by the Board of Directors. Thereafter, any By-laws may be amended with the Special Approval of the membership, subject to any applicable requirements of Article XIV, below.

## ARTICLE XII

### Amendments

Amendments to these Articles from time to time may be proposed and adopted in the manner set forth in Section 607.181, Florida Statutes (1979), or any substantially equivalent successor statute, except that each such amendment must have the approval of the Required Percentage, plus any approvals that may be required pursuant to Article XIV of these Articles.

## ARTICLE XIII

### Membership Action

Section 1. Voting Requirements. The majority vote of those members eligible to vote and present and voting at a meeting duly called and convened constitutes the act of the membership for all purposes under the Declaration, these Articles, and the By-laws, except for any Extraordinary Action. Members may be present and vote, or either, in person or by proxy. Except for Extraordinary Action, voting by classes is not required and may be permitted only by the approval of at least a majority in interest of the Class B members.

Section 2. Extraordinary Action. As used in the Declaration, these Articles, or the By-laws, the term "Extraordinary Action" means any action for which approval by the Required Percentage or Special Approval is required by any provision of the Declaration or these Articles. Voting requirements for any Extraordinary Action are as follows:

→ (a) Required Percentage. Extraordinary Action requiring approval by the Required Percentage requires the approval of members eligible to cast at least ninety percent (90%) of the total votes eligible to be cast by each class of membership and voting as classes. Upon termination of Class B membership, any such action requires the approval of members eligible to cast at least ninety percent (90%) of the total votes eligible to be cast.

(b) Special Approval. Any Extraordinary Action requiring Special Approval requires approval by a two-thirds (2/3) vote of those members eligible to vote and present and voting as classes at a meeting duly called and convened. Upon termination of Class B membership, such action requires a two-thirds (2/3) vote of those members eligible to vote and present and voting at a meeting duly called and convened.

Section 3. Eligibility. The votes of any members whose voting rights are properly suspended or who otherwise are ineligible to vote are disregarded for all purposes in determining compliance with the requirements of this Article, including those relating to any Extraordinary Action. Without limitation, the total number of votes held by such ineligible members is subtracted from the total number of votes outstanding to determine compliance with any quorum and voting requirements of the Declaration, these Articles, and the By-laws. Unless the By-laws from time to time provide otherwise, the record date for determining voting eligibility is fixed by the Board.

Section 4. Notice Requirements. Written notice of any meeting at which any Extraordinary Action will be taken must be given to all Homeowners, and to any Class B members who are not Homeowners, not less than 30 days nor more than 60 days in advance.

Section 5. General Notice Requirements. Any notice required or permitted by the Declaration or these Articles may be given in the manner provided in the By-laws. If there is no applicable By-laws provision, notice of any action not requiring formal notice is given by United States Mail to the address last shown on this Association's records. The By-laws at all times must provide for formal notice of the following, given in such manner as from time to time is reasonably calculated to impart actual notice: (i) any Extraordinary Action requiring approval by the Required Percentage, and (ii) any action, if the Homeowner or other person affected is given an express right of advance notice by the Declaration, these Articles, or the By-laws. Notices to non-members may be required, as provided in Article XIV of these Articles; but no want of or deficiency in any notice to any non-member invalidates any action otherwise properly taken by this Association.

Section 6. General Quorum Requirements. Quorum requirements for any actions other than any Extraordinary Action are as from time to time established by the By-laws, consistent with the requirements of Applicable Law. Absent express By-law provision to the contrary, the presence of members or proxies eligible to cast at least fifty percent (50%) of the total votes eligible to be cast constitutes a quorum for all purposes, except any Extraordinary Action.

Section 7. Special Quorum Requirements. The presence of members or proxies eligible to cast at least ninety percent (90%) of the total votes eligible to be cast by each class of membership constitutes a quorum for any Extraordinary Action requiring approval by the Required Percentage. The quorum requirement for any Extraordinary Action requiring Special Approval is the presence of members or proxies eligible to cast at least two-thirds (2/3) of the total votes eligible to be cast by each class of membership. If the required quorum for any Special Approval is not forthcoming, the members present may adjourn the meeting to a date that is not more than 30 days later. The quorum requirement for any Special Approval at such subsequent meeting then is fifty percent (50%), if at least 15 days advance written notice of the adjourned meeting is given to any members who were not present when the meeting initially was convened. Until termination of Class B membership, the foregoing quorum requirements are determined by classes. Upon termination of Class B membership, they apply to the total eligible votes of the membership.

Section 8. Written Action. Any action that may be taken at any membership meeting, including any Extraordinary Action, may be taken without a meeting, advance notice, or a vote, upon compliance with both of the following:

(a) Signed Consent. Written consent, setting forth the action so taken, is signed by those Homeowners and, so long as there is Class B membership, those Developers eligible to exercise not less than the minimum number of votes necessary to authorize or take such action at a meeting, which minimum is: (i) ninety percent (90%) of the total eligible votes of each class of membership for any Extraordinary Action that must be approved by the Required Percentage; or (ii) two-thirds (2/3) of the total eligible votes of each class of membership for any Extraordinary Action requiring Special Approval; or (iii) fifty percent (50%) of the total eligible votes of both classes of membership for any other action. Upon termination of Class B membership, the foregoing percentages apply to the total eligible membership votes.

(b) Notice. Within 10 days after obtaining such written consent, notice of such action is given to those members who have not so consented in writing, fairly summarizing the material features of the action authorized.

Any action taken pursuant to this Section is effective no earlier than the eleventh day after the written consent is obtained.

Section 9. General Limitations. Notwithstanding any provision of these Articles or the By-laws to the contrary, no action may be taken by this Association by vote, written action, or in any other manner, without the advance written consent of each Homeowner affected and of any Mortgagees of each such Homeowner's Lot or Lots, if, as a result of such action, any of the following will result:

(a) Access. Any Lot will be deprived of legal access, or of reasonably practical access, or both, to a dedicated public street, road, or highway.

(b) Voting. Except as expressly provided with respect to Class B members, the uniformity of voting rights among all Lots is altered.

(c) Assessments. The uniformity of the burden of any Annual Assessment among all Lots is altered.

(d) Use. No reasonable use may be made of any Lot for or as a residential dwelling.

The provisions of this Section only are for the benefit of, and directly enforceable by, any Mortgagee.

## ARTICLE XIV

### Non-Member Privileges

Section 1. Mortgagees. Any Mortgagee has any of the following privileges, upon payment of such reasonable, uniform fees as this Association from time to time may impose to defray its costs:

(a) Inspection. During normal business hours, and upon reasonable notice and in a reasonable manner, to inspect the books, records, and other papers of this Association and receive copies or extracts, certified upon request.

(b) Financial Statements. Upon written request to the Association, to receive copies of the Association's annual financial statements.

(c) Notice. By written request to the Association, designating an address for purpose of notice, to receive any notice that is required to be given to all members of this Association under any provision of the Declaration, these Articles, or the By-laws.

(d) Attendance. To designate a representative to attend any membership meetings, which representative is entitled to a reasonable opportunity to be heard in connection with any business brought before such meeting, but is not entitled to vote.

Section 2. Lending Agencies. As used in this Article only, the following terms mean as follows:

(a) "Lending Agency" means the Department of Housing and Urban Development (HUD), the Veterans Administration (VA), the Federal National Mortgage Association (FNMA), the Government National Mortgage Association (GNMA), the Federal Home Loan Mortgage Corporation (FHLMC), or any of their respective successors, or any other agency, department, or instrumentality of, or entity chartered by, the United States of America.

(b) "First Mortgage" means any mortgage that from time to time (i) is considered to be a First Mortgage, or the equivalent of a First Mortgage, under the applicable rules, regulations, or underwriting guidelines or policies of a Lending Agency, and is either (ii) eligible for insurance, guarantee, purchase, or other participation by any Lending Agency, or (iii) has been insured, guaranteed, or purchased by a Lending Agency, or in which a Lending Agency otherwise has participated.

(c) "Reviewable Actions" means (i) alienation, dedication, or encumbering of any Common Properties, except the dedication of any of the Community Streets as public streets; and (ii) amending the Declaration, these Articles, or the By-laws; and (iii) the merger, consolidation, other reorganization, or dissolution of this Association.

So long as any Lot is encumbered by a First Mortgage, as defined for purposes of this Article, then any Reviewable Action requires the advance approval of, or is subject to veto by, each Lending Agency if and only to the extent expressly provided in this Article.

Section 3. HUD/VA. If, and only if, any part of the Properties is approved for mortgage insurance by HUD, or for mortgage guarantees by VA, pursuant to an application by a Developer, then any Reviewable Action requires HUD or VA approval, as the case may be, until completion of the Work or the termination of Class B membership, whichever occurs last. Notwithstanding the foregoing, By-law amendments do not require advance approval by HUD or VA, as the case may be, but are subject to subsequent veto by either Lending Agency. The provisions of this Section have no effect if any application for HUD or VA approval, or both, as the case may be, is withdrawn before any First Mortgage on any Lot is insured or guaranteed.

Section 4. Other Agencies. Approval of any Reviewable Action by any Lending Agency except HUD and VA is required if, and only if, the Lending Agency, at or before the time such approval otherwise is required: (i) has insured, guaranteed,

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TALLAHASSEE FLORIDA

AMENDED ARTICLES OF INCORPORATION  
OF  
BEAR CREEK ~~ESTATES~~ HOMEOWNERS ASSOCIATION, INC.  
A NOT FOR PROFIT CORPORATION

Pursuant to the provisions of Chapter <sup>617</sup> 607, Florida Statutes, the undersigned corporation makes and files these AMENDED ARTICLES OF INCORPORATION to integrate its original Articles of Incorporation filed on March 7, 1993, Charter number 767322, and amended articles which were duly adopted by unanimous approval of the Members of the Association at the Annual Meeting of Members on February 3, 1993. These articles do not further amend the articles of incorporation; rather, they restate and replace all previous articles of record.

ARTICLE I

NAME

The name of the corporation is hereby amended to BEAR CREEK ESTATES HOMEOWNERS ASSOCIATION, INC., a not for profit corporation.

These Articles have been amended by affirmation of a majority vote of the Members of the Association, for the purpose of amending the name of the corporation. The Articles of Incorporation ~~as attached hereto~~, remain unchanged except for the name of the corporation.

IN WITNESS WHEREOF, we, the undersigned Directors, have hereunto set our hands and seals this 29th day of November, 1993.

ATTEST:

Marcia R. Veit  
Secretary

BEAR CREEK ESTATES HOMEOWNERS  
ASSOCIATION, INC.

Jon a Mitchell  
President  
Jeanne Weeks  
Director  
Bob Steger  
Director

STATE OF FLORIDA  
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 29th day of November, 1993, by Jon Mitchell as President, Marcia Veit as Treasurer, Bob Steger as Director and Jeanne Weeks as Director of Bear Creek Estates Homeowners Association, INC., who are personally known to me, and who did not take an oath and who are duly elected officers of the corporation.



LYNNE E. HARMON  
My Commission CC200706  
Expires Jun. 23, 1997  
Bonded by HAI  
800-422-1555

Lynne E. Harmon  
NOTARY PUBLIC

purchased, or otherwise participated in any First Mortgage encumbering any Lot, or irrevocably committed itself to do any of the foregoing; and (ii) has so notified the Association in writing and provided the Association with an address to which requests for such approval may be made. Any approval required by this Section is deemed given if no written objection is received within 45 days after notice of the action requiring such approval has been given in such reasonable manner as the Lending Agency from time to time may require. Any Lending Agency that has provided the Association with notice according to the foregoing (ii) also is entitled to receive without charge any notices that are required to be given to all Association members by any provision of the Declaration, these Articles, or the By-laws.

Section 5. Successors. Without limitation, and as and when, and only if, the provisions of this Article become applicable to FNMA, GNMA, or FHLMC, or any of their respective successors or assigns, they inure to the benefit of FNMA, GNMA, and FHLMC, their respective successors and assigns, except there at any given time may be no more than one such successor or assignee to each such entity, or to any other Lending Agency, designated on the books of the Association to receive the benefit of the provisions of this Article.

Section 6. Mortgage Servicers. Any rights or remedies granted by this Article in favor of any Lending Agency may be exercised from time to time (i) on behalf of any Lending Agency by any mortgage lender or servicer so designated by any Lending Agency, or (ii) by any one mortgage lender or servicer designated by, and on behalf of, the holder(s) or servicer(s) of First Mortgages from time to time collectively encumbering at least seventy-five percent (75%) of the Lots.

## ARTICLE XV

### General

Section 1. Certification. An instrument signed by any executive officer of this Association, and attested by this Association's Secretary or any Assistant Secretary under this Association's seal, is conclusive, as to persons without actual knowledge to the contrary, that (i) any approval, vote, or consent specified in the Declaration or these Articles, or both, is not required with respect to any particular action; and (ii) any approval, vote, or consent required by the Declaration or these Articles, or both, has been obtained in the manner required by the Declaration, these Articles, and the By-laws.

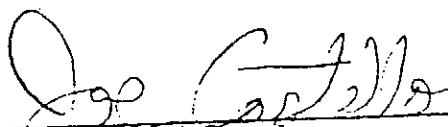
Section 2. Construction. Express reference is made to the terms and provisions of the Declaration to construe these Articles. Without limitation, all terms defined in the Declaration have the same meaning where used in these Articles, and the rules of construction set forth in the Declaration apply to the construction of these Articles. By subscribing and filing these Articles, the incorporators intend their provisions to be consistent with the provisions of the Declaration and to be construed with those of the Declaration to avoid inconsistencies or conflicting results.

Section 3. Developer Prerogatives. Any rights or remedies granted or reserved to a Class B member of this Association by any provision(s) of the Declaration, these Articles, or the By-laws from time to time may be released, terminated, discharged, extinguished, or limited, in whole or in part, by a recorded instrument properly executed by any Class B members, without otherwise amending the Declaration, these Articles,

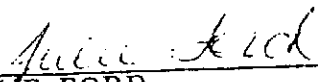


or the By-laws, as the case may be. If such instrument is properly executed by all Class B members, it operates as an amendment of the applicable provision(s) of the Declaration, these Articles, or the By-laws, as the case may be, so that such provision(s) then are obsolete and without further force and effect to the extent so released, terminated, discharged, extinguished, or limited. -

To WITNESS the foregoing, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned incorporators of this Association have executed these Articles of Incorporation March 5, 1982.

  
JOE CASTELLO

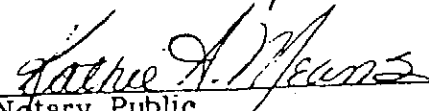
  
PATRICIA P. LINER

  
JULIE FORD

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

BEFORE ME, the undersigned authority, this day personally appeared JOE CASTELLO, PATRICIA P. LINER, and JULIE FORD, to me well known to be the persons described in, and who signed, the foregoing Articles of Incorporation of BEAR CREEK HOMEOWNERS ASSOCIATION, INC., as incorporators of such corporation, and who acknowledged to me that they executed and subscribed such Articles for the purposes set forth therein.

WITNESS my hand and official seal this 5th day of March, 1982.

  
Notary Public

(AFFIX NOTARIAL SEAL)

My Commission Expires:

Notary Public, Florida, State at Large  
My Commission Expires April 2, 1983

**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE  
SERVICE OF PROCESS WITHIN THE STATE OF FLORIDA AND NAMING THE  
REGISTERED AGENT UPON WHOM PROCESS MAY BE SERVED**

BEAR CREEK HOMEOWNERS ASSOCIATION, INC., desiring to organize under the laws of the State of Florida as a corporation not for profit with its registered office, as stated in its Articles of Incorporation, at 861 Douglas Avenue, City of Longwood, County of Seminole, State of Florida, has named A. E. BLAIR, whose business office is identical with such registered office, as its registered agent to accept service of process within this State, all in accordance with Section 607.034, Florida Statutes.

**A C C E P T A N C E**

Having been named to accept service of process for the foregoing corporation, at the place designated in this certificate, I hereby accept to act in such capacity and agree to comply with the provisions of the laws of the State of Florida applicable to maintaining such registered office.

\_\_\_\_\_  
A. E. BLAIR



*file  
corp Books*

FLORIDA DEPARTMENT OF STATE  
Jim Smith  
Secretary of State

December 20, 1993

MARTY CHAN, LCAM  
BEAR CREEK ESTATES HOMEOWNERS ASSOC.  
P.O. BOX 950455  
LAKE MARY, FL 32795-0455

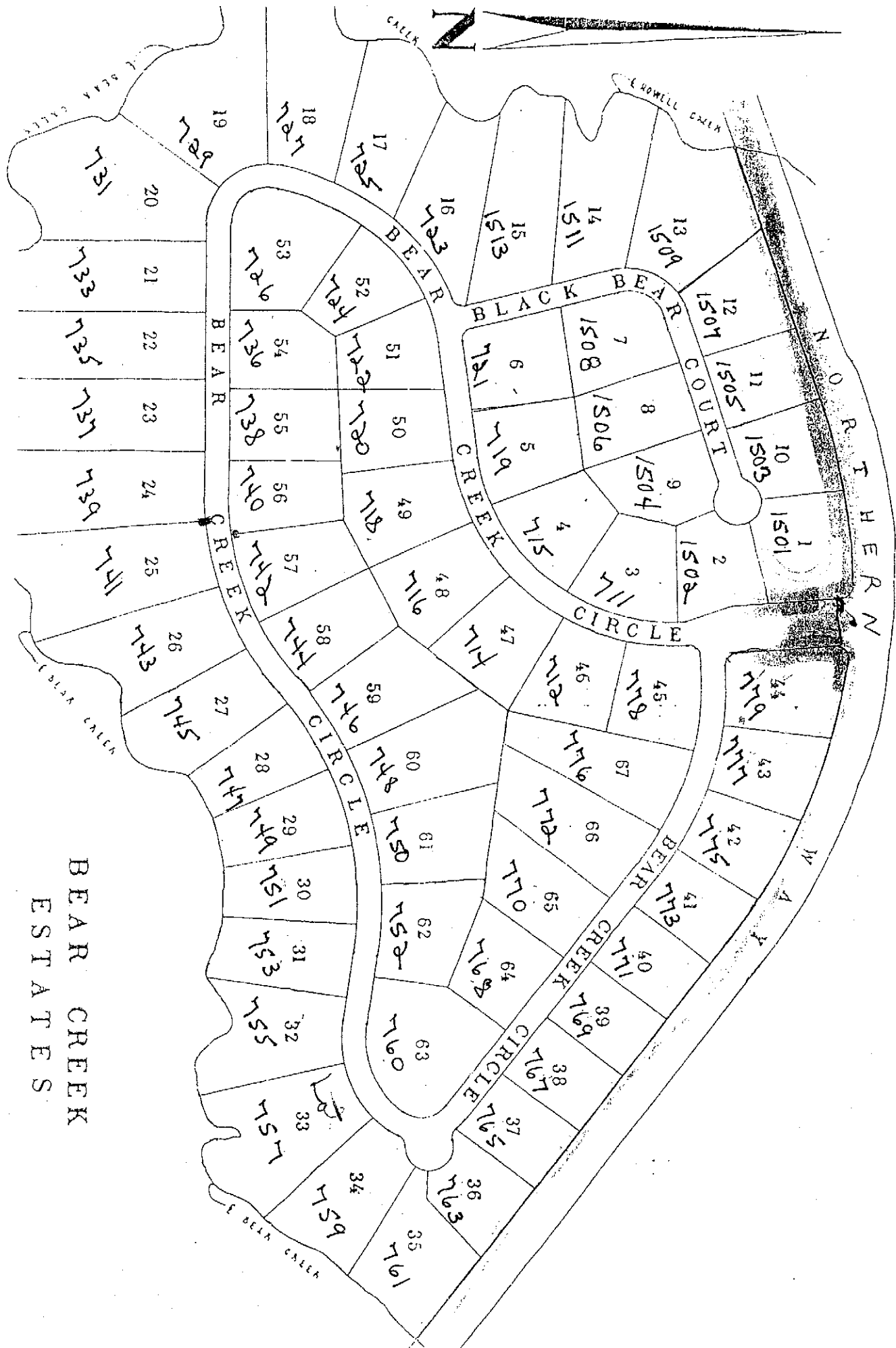
Re: Document Number 767322

The Articles of Amendment to the Articles of Incorporation of BEAR CREEK HOMEOWNERS ASSOCIATION, INC. which changed its name to BEAR CREEK ESTATES HOMEOWNERS ASSOCIATION, INC., a Florida corporation, were filed on December 8, 1993.

Should you have any questions regarding this matter, please telephone (904) 487-6050, the Amendment Filing Section.

Velma Shepard  
Corporate Specialist  
Division of Corporations

Letter Number: 593A00142420.



BEAR CREEK  
ESTATES