

ARTICLES OF INCORPORATION

OF

**HAMILTON GLEN AT OAKLEAF PLANTATION
HOMEOWNERS' ASSOCIATION, INC.**

PREAMBLE

LENNAR HOMES, INC., a Florida corporation ("Developer") is the current owner of a portion of that certain real property subject to the Declaration of Covenants, Restrictions and Easements for Hamilton Glen at OakLeaf Plantation (the "Declaration"). GMAC MODEL HOME FINANCE, LLC, a Delaware limited liability company, as successor by statutory conversion to GMAC MODEL HOME FINANCE, INC., a Virginia corporation ("MHF") is the current owner of the remaining portions of that certain real property subject to the Declaration. The Developer and MHF intend to record the Declaration which will affect property located in Clay County, Florida. All of the definitions contained in the Declaration shall apply to these Articles and to the Bylaws of the Association. The term Developer is defined in the Declaration and all parties are put on notice that pursuant to Article I Section A(15) of the Declaration, in the event that Lennar Homes, Inc's option to purchase the Lots expires or is terminated without Lennar Homes, Inc. having purchased all of the Lots, then MHF may elect by declaration recorded in the land records of Clay County, to become the Developer.

The undersigned incorporator, a citizen of the State of Florida, acting as incorporator under the laws of the State of Florida, Chapter 617, Florida Statutes, applicable to corporations not-for-profit, hereby adopts the following Articles of Incorporation for such corporation.

ARTICLE I - NAME

The name of the corporation is HAMILTON GLEN AT OAKLEAF PLANTATION HOMEOWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association."

ARTICLE II - REGISTERED AGENT

The name and address of the Registered Agent of the Association is:

Zenzi Rogers
3020 Hartley Road, Suite 100
Jacksonville, Florida 32257

ARTICLE III - PRINCIPAL OFFICE

The principal office of the Association shall be located at 3020 Hartley Road, Suite 100, Jacksonville, Florida 32257, and the mailing address shall be the same.

ARTICLE IV - PURPOSE AND POWERS

The Association does not contemplate pecuniary gain or profit to its Members. The specific purposes for which it is formed are to operate as a corporation-not-for-profit pursuant to Chapter 617, Florida Statutes, and to provide for the maintenance, preservation and architectural control of all Improvements on the Property and the Common Property, all within that certain tract of land described in the Declaration ("Property"), as such is supplemented from time to time, all for the

mutual advantage and benefit of the Members of this Association, who shall be the Owners of the Lots. For such purposes, the Association shall have and exercise the following authority and powers:

1. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration, as the same may be amended from time to time as therein provided, as well as in the provisions of these Articles and the Bylaws. The Declaration is incorporated herein by this reference as if set forth in detail.

2. To fix, levy, collect and by any lawful means enforce payment of all Assessments pursuant to the terms of the Declaration, and to pay all expenses in connection therewith, 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, including without limitation, adequate assessments for the costs of maintenance, repair and operation of the Stormwater Management System, including without limitation drainage structures and drainage easements.

3. To acquire, by gift, purchase or otherwise, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property or any improvements thereon in connection with the affairs of the Association.

4. To borrow money and, with the assent of seventy-five percent (75%) of the holders of votes at a duly noticed meeting of members at which a quorum is present in person or by proxy, to mortgage, pledge or hypothecate any and all of the Association's real or personal property as security for money borrowed or debts incurred.

5. To dedicate, sell or transfer all or any part of the Common Property to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors.

6. To participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, as more fully provided in the Declaration.

7. To make, establish and amend reasonable rules and regulations governing the use of the Lots and Common Property.

8. To maintain, repair, replace, operate and manage the Common Property.

9. To employ personnel, agents or independent contractors to perform the services required for the proper operation of the Common Property.

10. To exercise architectural control over Improvements within the Property pursuant to the rights granted to the Association in the Declaration.

11. To operate, maintain and manage the Stormwater Management System in a manner which is consistent with the St. Johns River Water Management District Permit No. 40-019-65850-44 requirements and applicable St. Johns River Water Management District rules, and to assist in the enforcement of the terms and conditions of the Declaration which relate to the Stormwater Management District, only in the event the requirements of this section are not carried out by the CDD.

12. It is contemplated that the CDD shall operate, maintain and manage the Stormwater Management System in a manner consistent with the St. Johns River Water Management District ("SJRWMD") permit number 40-019-65850-44 requirements and applicable SJRWMD rules and the

Army Corps of Engineers Permit No. 200003582. In the event that the CDD ceases to exist or fails to fulfill its obligations with respect to the Stormwater Management System, then the Association or the shall operate, maintain and manage that portion of the Stormwater Management System located within the Property in a manner consistent with the permits referenced in this section and shall assist in the enforcement of the Declaration of Covenants, Conditions, Restrictions and Easements for Hamilton Glen at OakLeaf Plantation and the Declaration of Covenants, Conditions, Restrictions and Easements for the Master Association, which relate to the Stormwater Management System.

13. It is contemplated that the CDD shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the Stormwater Management System. In the event that the CDD ceases to exist or fails to fulfill its obligations with respect to the Stormwater Management System, then the Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the Stormwater Management System.

14. To have and to exercise any and all powers, rights and privileges which a corporation organized under the law of the State of Florida may now or hereafter have or exercise.

15. To timely file all required corporate filings with the Florida Secretary of State's office.

All of the Association's assets and earnings shall be used exclusively for the purposes set forth herein and in accordance with Section 528 of the Internal Revenue Code of 1986, as amended ("Code"), and no part of the assets of this Association shall inure to the benefit of any individual Member or any other person. The Association may, however, reimburse its Members for actual expenses incurred for or on behalf of the Association, and may pay compensation in a reasonable amount to its Members for actual services rendered to the Association, as permitted by Section 528 of the Code, other applicable provisions of the Code, federal and state law. In addition, the Board of Directors shall also have the right to exercise the powers and duties set forth in the Bylaws.

ARTICLE V - MEMBERSHIP

1. Every person or entity who is record owner of a fee or undivided fee interest in any Lot, including Lennar Homes, Inc., a Florida corporation ("Developer"), and contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who 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 any Lot which is subject to assessment by the Association.

2. The transfer of the membership of any Owner shall be established by the recording in the public records of Clay County of a deed or other instrument establishing a transfer of record title to any Lots for which membership has already been established. Upon such recordation the membership interest of the transferor shall immediately terminate. Notwithstanding the foregoing, the Association shall not be obligated to recognize such a transfer of membership until such time as the Association receives a copy of the deed or other instrument establishing the transfer of ownership of the Lot. It shall be the responsibility and obligation of the former and new Owner of the Lot to provide such copy to the Association.

3. 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 owned by such Member.

ARTICLE VI - VOTING RIGHTS

The Association shall have two (2) classes of voting Members, as follows:

1. **Class A.** Class A Members shall be all Owners, with the exception of Developer while the Class B Membership exists. Class A Members shall be entitled to one vote for each Lot owned, which may be cast by such member after Turnover (as hereinafter defined). When more than one person holds an interest in any Lot, all such persons shall be Members; however, the vote for such Lot shall be exercised as they shall determine among themselves, but in no event shall more than one vote be cast with respect to any Lot. Notwithstanding the foregoing, if title to any Lot is held by a husband and wife, either spouse may cast the vote for such Lot unless and until a written voting authorization is filed with the Association. When title to a Lot is in a corporation, partnership, association, trust, or other entity (with the exception of Developer), such entity shall be subject to the applicable rules and regulations contained in the Articles and Bylaws. Provided, however, if an Owner owns a Reconfigured Lot, for so long as such Reconfigured Lot contains only one single family Residence, the Owner thereof shall have only one vote in Association matters.

2. **Class B.** The Class B Member shall be Developer and shall be entitled to three (3) votes per Lot owned by the Developer until the occurrence of the earlier of the following events ("Turnover"):

- a. Three (3) months after seventy-five percent (75%) of the Lots in the Property that will ultimately be operated by the Association have been conveyed to Class A Members;
- b. On or before seven (7) years from the recording of the Declaration; or
- c. Such earlier date as Developer, in its sole discretion, may determine in writing.

After Turnover, the Class A Members may vote for all matters properly brought before the Association and to elect the majority of the members of the Board of Directors. After Turnover, the Developer shall have one vote for each Lot owned by Developer. For the purposes of this Article builders, contractors or others who purchase a Lot for the purpose of constructing improvements thereon for resale shall not be deemed to be Class A Members.

ARTICLE VII - BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors, who shall be Members of the Association, provided, however, that until Turnover, the Directors appointed by the Developer need not be Members of the Association. The number of directors and method of selecting Directors is set forth in Article IV, Section 1 of the Bylaws.

The names and addresses of the persons who are to act in the initial capacity of Directors until the selection and qualification of their successors are:

Zenzi Rogers
3020 Hartley Road, Suite 100
Jacksonville, Florida 32257

Randy Hoyle
3020 Hartley Road, Suite 100
Jacksonville, Florida 32257

Carl Becker
 3020 Hartley Road, Suite 100
 Jacksonville, Florida 32257

Until Turnover, the Board of Directors shall consist of Directors appointed by the Class B Member who shall serve until the Class B Member no longer has the right to appoint any Directors.

At the first annual meeting after Turnover, the Class A Members shall elect one-third (1/3) of the Directors to be elected by the Class A Members for a term of one (1) year, one-third (1/3) of the Directors to be elected by the Class A Members for a term of two (2) years and one-third (1/3) of the Directors to be elected by the Class A Members for a term of three (3) years (should the membership of the Board of Directors not be divisible by three, then the classes of directors should be made as nearly equal as possible). At each annual meeting thereafter, the Members shall elect the Directors to be elected by the Class A Members for terms of three (3) years; provided however, for so long as the Class B Member has the right to appoint the minority of the Directors or at least one Director, the Class B member shall appoint and replace such persons at its sole discretion. (After Turnover and for so long as the Class B Member owns at least five percent (5%) of the Lots within the Property, the Class B Member may appoint the minority of the Board of Directors or not less than one (1) Director). Any vacancy on the Board of Directors which is not subject to appointment by the Class B Member shall be filled for the unexpired term of the vacated office by the remaining Directors.

ARTICLE VIII - TERM OF EXISTENCE

This corporation shall have perpetual existence unless sooner dissolved in accordance with the provisions herein contained or in accordance with the laws of the State of Florida. The date on which corporate existence shall begin is the date on which these Articles of Incorporation are filed with the Secretary of State of the State of Florida.

ARTICLE IX - DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than seventy-five percent (75%) of each class of Members in accordance with the provisions of the Declaration. 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 is created, or for the general welfare of the residents of the county in which the Property is located. 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 similar purposes.

In the event of termination, dissolution or final liquidation of the Association, any responsibility that the Association has for the operation and maintenance of the Stormwater Management System must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the SJRWMD prior to such termination, dissolution or liquidation.

ARTICLE X - OFFICERS

Subject to the direction of the Board of Directors, the affairs of this Association shall be administered by its officers, as designated in the Bylaws of this Association. Said officers shall be elected annually by the Board of Directors. The names and addresses of the officers who shall serve until the first annual meeting of the Board of Directors are:

Name and Title**Address**

President:	Zenzi Rogers 3020 Hartley Road, Suite 100 Jacksonville, Florida 32257
Vice President/Treasurer:	Randy Hoyle 3020 Hartley Road, Suite 100 Jacksonville, Florida 32257
Secretary:	Carl Becker 3020 Hartley Road, Suite 100 Jacksonville, Florida 32257

ARTICLE XI - BYLAWS

The Bylaws of this Association shall be adopted by the first Board of Directors, which Bylaws may be altered, amended, modified or appealed in the manner set forth in the Bylaws.

ARTICLE XII - AMENDMENTS

The members of the Association shall have the right to amend or repeal any of the provisions contained in these Articles or any amendments hereto, provided, however, that any such amendment shall require the written consent of sixty-six and two-thirds percent (66 2/3%) of the voting interests within the Property (Hamilton Glen at OakLeaf Plantation) or the approval of persons holding seventy-five percent (75%) of the votes at a duly noticed meeting at which a quorum is present, in person or by proxy. Provided, further, that no amendment shall conflict with any provisions of the Declaration. After Turnover, the consent of any Institutional Mortgagees shall be required for any amendment to these Articles which impairs the rights, priorities, remedies or interest of such Institutional Mortgagees, and such consent shall be obtained in accordance with the terms and conditions, and subject to the time limitations, set forth in the Declaration. Any amendments to these Articles that affect the rights of the St. Johns River Water Management District, shall be subject to the approval of the St. Johns River Water Management District. Amendments to these Articles need only be filed with the Secretary of State and do not need to be recorded in the public records of the County.

ARTICLE XIII - INDEMNIFICATION

This Association shall indemnify any and all of its directors, officers, employees or agents, or former directors permitted by law. Said indemnification shall include, but not be limited to, the expenses, including the cost of any judgments, fines, settlements and counsel's fees, actually and necessarily paid or incurred in connection with any action, suit or proceeding, whether civil, criminal, administrative or investigative, and any appeals thereof, to which any such person or his legal representative may be made a party or may be threatened to be made a party by reason of his being or having been a director, officer, employee or agent, as herein provided. The foregoing right of indemnification shall not be inclusive of any other rights to which any such person may be entitled as a matter of law or which he may be lawfully granted. It shall be the obligation of the Association to obtain and keep in force a policy of officers' and directors' liability insurance.

ARTICLE XIV - FHA/VA PROVISIONS

For so long as the Class B Membership exists, the annexation of additional properties, the mortgaging of any part of the Common Property, any amendment to these Articles of Incorporation, the merger or consolidation of the Association with other property owners associations, and the dissolution of the Association shall require the prior written approval of the Federal Home Administration ("FHA") or the Veterans Administration ("VA") in accordance with the regulations of the U.S. Department of Housing and Urban Development, if the FHA or VA is the insurer of any Mortgage encumbering any Lot within the Property and to the extent required by FHA or VA.

ARTICLE XV - INCORPORATOR

The name and address of the Incorporator of the corporation is:

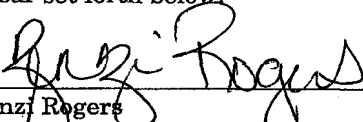
Name

Address

Zenzi Rogers

Lennar Homes, Inc.
3020 Hartley Road, Suite 100
Jacksonville, Florida 32257

The Incorporator has affixed her signature the day and year set forth below.



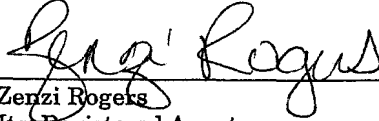
Zenzi Rogers
Incorporator
Dated this 10th day of November, 2006

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

In compliance with Section 48.091, Florida Statutes, the following is submitted:

Hamilton Glen at OakLeaf Plantation Homeowners' Association, Inc., desiring to organize or qualify under the laws of the State of Florida, with its principal place of business in the City of Jacksonville, County of Duval, State of Florida, has named Zenzi Rogers, 3020 Hartley Road, Suite 100, Jacksonville, Florida 32257 as its agent to accept service of process within Florida.

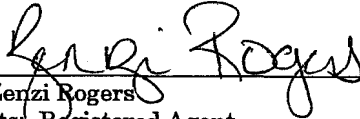
**HAMILTON GLEN AT OAKLEAF PLANTATION
HOMEOWNERS' ASSOCIATION, INC.,**
a Florida not-for-profit corporation



Zenzi Rogers
Its: Registered Agent

Date: 11/6/06

Having been named to accept service of process for the above-stated corporation, at the place designated in the certificate, I 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.



Zenzi Rogers
Its: Registered Agent

Date: 11/6/06