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THE UNITED STATES
CORPORATION
COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 616247 4329974

AUTHORIZATION :

COST LIMIT : \$ 78.75

Patricia Pizit

ORDER DATE : March 8, 2000

ORDER TIME : 11:36 AM

ORDER NO. : 616247-005

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CUSTOMER NO: 4329974

CUSTOMER: Ms. Amy Xanders
GRAHAM CLARK JONES PRATT &
GRAHAM CLARK JONES PRATT &
369 New York Avenue

Winter Park, FL 32789

DOMESTIC FILING

NAME: ASHLEY MANOR HOMEOWNER'S
ASSOCIATION OF POLK COUNTY,
INC.

EFFECTIVE DATE:

XX ARTICLES OF INCORPORATION
 CERTIFICATE OF LIMITED PARTNERSHIP

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
 PLAIN STAMPED COPY
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Janna Wilson

EXAMINER'S INITIALS:

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
00 MAR -8 PM 3:12

RECEIVED
00 MAR -8 PM 12:09
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

3/8/00

ARTICLES OF INCORPORATION
OF
ASHLEY MANOR HOMEOWNERS' ASSOCIATION OF POLK COUNTY, INC.

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

00 MAR -8 PM 3: 12

In order to form a corporation not-for-profit under and in accordance with Chapter 617 of the *Florida Statutes*, the undersigned hereby forms this corporation not-for-profit for the purposes and with the powers hereinafter set forth and to that end, does, by these Articles of Incorporation, certify as follows:

ARTICLE I
NAME

The name of this Association shall be ASHLEY MANOR HOMEOWNERS' ASSOCIATION OF POLK COUNTY, INC., whose present address is 2800 Hansrob Road, Orlando, Florida 32804.

ARTICLE II
PURPOSE OF ASSOCIATION

This Association is being organized in connection with the single-family development known as ASHLEY MANOR (the "Development") as evidenced by that certain Declaration of Easements, Covenants, Conditions, and Restrictions therefor (the "Declaration") as amended from time to time, which is or will be recorded in the Public Records of Polk County, Florida. All terms and definitions as set forth in the Declaration are hereby incorporated herein and made a part hereof. The purpose for which the Association is organized is to maintain, operate, manage, and preserve the Development; to provide for the architectural control of the residence lots in the Development; and to promote the health, safety, and welfare of the residents of the Development. The Association shall also operate, maintain, and manage the Surface Water or Stormwater Management System(s) in a manner consistent with the Water Management District's requirements and applicable District rules, and shall assist in the enforcement of the Declaration which relates to the Surface Water or Stormwater Management System. The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the Surface Water or Stormwater Management System. Unless otherwise specified, the Association shall have and exercise all powers, rights and privileges set forth herein, in the Declaration, and in Chapter 617, *Florida Statutes*, as amended.

ARTICLE III
POWERS

In addition to such other powers as may be set forth in the Declaration, these Articles, the Bylaws promulgated by the Association ("Bylaws"), or the *Florida Statutes*, the Association shall have the following powers which shall be governed by the following provisions:

A. The Association shall have all of the common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of the Declaration, these Articles, the Bylaws, or the *Florida Statutes*.

B. The Association shall have all of the powers reasonably necessary to implement the purposes of the Association, including, but not limited to, the following:

1. Assessments. To fix and levy assessments on the Owners of Lots and to collect and enforce payments of such assessments.

2. Right of Entry and Enforcement. To enter upon any portion of the Development for the purpose of enforcing by peaceful means any provisions of the Declaration, or for the purpose of maintaining or repairing any such area if, for any reason whatsoever, maintenance is required thereto.

3. Easement and Rights-of-Way. To grant and convey to the Developer or any third party easements and rights-of-way in, on, over, or under any of the Common Areas for the purpose of constructing, erecting, operating, or maintaining the following therein, thereon, or thereunder:

a. Overhead or underground lines, cables, wires, conduits or other devices for the transmission of electricity for lighting, heating, power, telephone, or other purposes; and

b. Public sewers, storm water drains, pipes, water systems, sprinkler systems, water, heating, and gas lines or pipes, cable television lines, and security system lines; and, similar public or quasi-public improvements or facilities.

4. Employment of Agents. To employ the services of any person or corporation as Manager, or other employees, to, as may be directed by the Board, manage, conduct, and perform the business, obligations, and duties of the Association, and to enter into contracts for such purpose. Such agent shall have the right to ingress and egress over such portions of the Common Areas or the Development as is necessary for the performance of such business, duties, and obligations.

5. Employment of Professional Advisors. To employ professional counsel and consultants such as, but not limited to, landscape architects, recreation experts, planners, lawyers, and accountants.

6. Create Classes of Service and Make Appropriate Charges. To create, in its sole discretion, various classes of service and to make appropriate charges therefor for the users thereof, including, but not limited to, reasonable admission and other fees, for the use of any recreational facilities situated in the Common Areas and to avail itself of any rights granted by law without being required to render such services to those of its Members who do not assent to the said charges and to such other rules and regulations as the Board deems proper. In addition, the Board shall have the right to discontinue any service on non-payment or to eliminate such services for which there is no demand or adequate funds to maintain the same out of charges.

7. Miscellaneous. To sue and be sued; pay taxes; make and enter into contracts; and insure, enter into leases or concessions, and to pass good and marketable title to the Common Areas, dedicate or transfer all or any part of the Common Areas to a public agency, authority, or utility for such purposes and subject to such conditions as may be reasonable; make and execute any and all proper Affidavits for various purposes; compromise any action without leave of Court; and insure its own liability for claims against it and against its officers, directors, employees and contractors.

8. Inspection; Personal Liability. No Member of the Board or any officer of the Association, nor any officer or director of the Developer or the Manager, shall be personally liable to any Owner or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, provided that such person, firm or entity has, upon the basis of such information as may be possessed by him, acted in good faith, without willful or intentional misconduct.

9. Books and Records. To keep separate books and records in accordance with these Articles, Bylaws, and applicable law.

ARTICLE IV
MEMBERS

The qualification of the Members, the manner of their admission to membership in the Association, the manner of the termination of such membership, and voting by the Members shall be as follows:

A. Until such time as the recording of the Declaration, the Members of this Association shall be comprised solely of the Subscribers (the "Subscriber Members") to these Articles; and in the event of the resignation or termination of any Subscriber Member, the remaining Subscriber Members may nominate and designate a successor Subscriber Member. Each of the Subscriber Members shall be entitled to cast one (1) vote on all matters requiring a vote of the Members.

B. Upon the recording of the Declaration, the Subscriber Members' rights and interests shall be automatically terminated and the Owners, which in the first instance means the Developer as the owner of Lot(s), shall be entitled to exercise all of the rights and privileges of the Members, as set forth in the Declaration and in these Articles.

C. Membership in the Association shall be established by the acquisition of ownership by a person(s) or entity(ies) of a Lot in the Development as evidenced by the recording of an instrument of conveyance in the Public Records of Polk County, Florida, whereupon the membership in the Association of the prior Owner thereof, if any, shall terminate. New Members shall deliver a true copy of the recorded deed or other instrument of acquisition of title to the Association. No person or entity holding an interest or title to a Lot as security for performance of an obligation shall acquire the membership rights appurtenant to such Lot by virtue of such interest or title.

D. No Member may assign, hypothecate, or transfer in any manner his/her membership in the Association or his/her share in the funds and assets of the Association except as an appurtenance to his/her Lot. In no event may any membership be severed from the Lot to which it is appurtenant.

E. Except as otherwise provided in the Declaration, each Member shall be entitled to one (1) vote for each Lot owned with respect to matters on which a vote by the Owners is required to be taken pursuant to the Declaration, these Articles, or the Bylaws.

ARTICLE V
VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A Members shall be all those Owners with the exception of the Developer and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be Members. 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 Lot.

Class B. Class B Members shall be the Developer (as defined in the Declaration), and shall be entitled to one (1) vote for each Lot owned by the Developer, plus two (2) votes for each vote that the Class A Members are entitled to cast at any time and from time to time. The Class B membership shall cease and be converted to Class A Members. The Class B membership shall cease and be converted to Class A membership on the happening of one (1) of the following events, whichever occurs earlier:

(a) When the total outstanding Class A votes in the Association equals or exceeds the total outstanding Class B votes; or

- (b) Ten (10) years from the date of filing of this Declaration; or
- (c) At the election of the Developer (whereupon the Class A Members shall be obligated to elect the Board and assume control of the Association).

ARTICLE VI
EXISTENCE AND DURATION

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

ARTICLE VII
SUBSCRIBERS

The name and address of the Subscriber to these Articles is as follows:

<u>Name</u>	<u>Address</u>
James R. Pratt	369 North New York Avenue 3rd Floor Winter Park, Florida 32789

ARTICLE VIII
OFFICERS

A The affairs of the Association shall be managed by a President, one (1) or more Vice President(s), a Secretary; and a Treasurer and, if elected by the Board, an Assistant Secretary and an Assistant Treasurer, which officers shall be subject to the directions of the Board.

B The Board shall elect the President, the Vice President, the Secretary, the Treasurer and as many other Vice Presidents, Assistant Secretaries, and Assistant Treasurers as the Board shall from time to time determine appropriate. Such officers shall be elected annually by the Board at the first meeting of the Board; provided, however, such officers may be removed by such Board and other persons may be elected by the Board as such officers in the manner provided in the Bylaws. The President shall be a Director of the Association, but no other officer need be a Director. The same person may hold two (2) offices, the duties of which are not incompatible; provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the same person hold the office of President who holds the office of Secretary or Assistant Secretary.

ARTICLE IX
INITIAL REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of this corporation is 369 North New York Avenue, 3rd Floor, Winter Park, Florida 32789 and the name of the initial resident agent of this corporation at that address is James R. Pratt.

ARTICLE X
BOARD OF DIRECTORS

A. The form of administration of the Association shall be by a Board of not less than three (3) Directors nor more than seven (7) Directors, the exact number to be determined from time to time by the Board

and in accordance with the Declaration. The number of Directors initially constituting the Board shall be three (3).

B. The Developer reserves the right to designate successor Directors and/or officers to serve on the Board so long as the Class B membership, as defined in the Declaration, shall remain in existence. The Developer may, however, in its sole discretion, relinquish control of the Association to Owners, other than the Developer, at any time, irrespective of whether or not the Developer is offering Lots for sale in the Development. The Developer reserves the right to appoint members to the Board so long as the Developer controls the Association in accordance with the provisions of the Declaration. During such period of time, Owners shall not have the right to elect members to the Board. Except for the Developer and its representatives, every Director must be an Owner.

C. The initial Board shall serve unless the successor Developer representatives are appointed or until turnover of control as provided for herein. Unless otherwise provided for herein, vacancies of the Board shall be filled in accordance with the provisions of the Bylaws.

D. At such time as the Owners (other than the Developer) are permitted to elect officers and directors of the Association, the Board shall consist of three (3) Directors to be elected by Members of the Association. Voting shall be conducted in accordance with the provisions of the Bylaws.

ARTICLE XI INDEMNIFICATION

Every Director and every officer of the Association (and the Directors and/or officers as a group) shall be indemnified by the Association against all expenses and liabilities, including counsel fees (at all trial and appellate levels) reasonably incurred by, asserted against, or imposed upon him or them in connection with any proceeding, litigation, or settlement in which he may become involved by reason of his being or having been a Director or officer of the Association, or arising in connection with the performance of his or their duties as officers or Directors, as the case may be. The foregoing provisions for indemnification shall apply whether or not he is a Director or officer at the time such expenses are incurred. Notwithstanding the above, in instances where a Director or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, or of any acts involving criminal liability, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer may be entitled whether by statute or common law.

ARTICLE XII TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

A. No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, association or other organization in which one or more of its Directors or officers are directors or officers, have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No Director or officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

B. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

ARTICLE XIII
BYLAWS

The Bylaws of the Association shall be adopted by the first Board, and thereafter may be altered, amended, or rescinded in the manner provided for in the Bylaws. As is set forth in the Bylaws, the Bylaws may be amended by a majority vote of the Members present or the affirmative approval of a majority of the Board at a regular or special meeting of the Board.

ARTICLE XIV
ANNEXATION

Residential property, common area(s) and recreational facilities may be annexed to the Property with the consent of two-thirds (2/3) of the Members of the Association. Such annexation shall become effective upon the recording of an amendment to the Declaration effecting such an annexation.

ARTICLE XV
DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the total number of the Members. Upon dissolving the Association, other than incident to a merger or consolidation with a similar association, 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 was created. In the event the dedication is refused or not accepted, 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. In the event of termination, dissolution, or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to one accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution, or liquidation. Any action under this Article is subject to the procedures and requirements of Section 617.05, *Florida Statutes*, and to Sections 617.301 *et seq*, *Florida Statutes*.

ARTICLE XVI
AMENDMENTS

A. Prior to the recording of the Declaration in the Public Records of Polk County, Florida, these Articles may be amended only by an instrument in writing signed by all of the Directors and filed in the office of the Secretary of State of the State of Florida. The instrument amending these Articles shall identify the particular Article or Articles being amended and give the exact language of such amendment, and a certified copy of such amendment shall always be attached to any certified copy of these Articles and shall be an exhibit to the Declaration upon the recording of any such Declaration.

B. After the recording of the Declaration in the Public Records of Polk County, Florida, these Articles may be amended in the following manner:

1. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting (whether of the Board or the Members) at which such proposed amendment is to be considered; and

2. A resolution approving the proposed amendment must be passed by both the Board and no less than two-thirds (2/3) of the Members.

C. A copy of each amendment shall be certified by the Secretary of State and recorded in the Public Records of Polk County, Florida.

D. Notwithstanding the foregoing provisions of this Article, there shall be no amendment to these Articles which shall abridge, amend, or alter the rights of the Developer; including the right to designate and select the Directors as provided herein, or the provisions of this Article, without the prior written consent therefor by the Developer.

ARTICLE XVII
FHA/VA APPROVAL

As long as there is a Class B membership, as that term is defined in the Declaration, the Federal Housing Administration and Veterans Administration must approve (1) the annexation of additional properties including Common Areas and recreational facilities, (2) the merger or consolidation of the Association with a similar association, (3) mortgaging of the Common Areas as that term is defined in the Declaration, or (4) the dissolution or amendment of these Articles.

ARTICLE XVIII
CONFLICT

In case of any conflict between these Articles and the Bylaws of the Association, these Articles shall control; and in case of any conflicts between these Articles and the Declaration, the Declaration shall control.

IN WITNESS WHEREOF, the Subscriber has hereunto affixed his signature this 7 day of March, 2000.



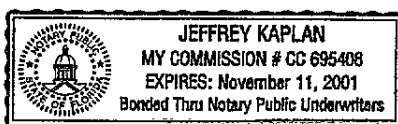
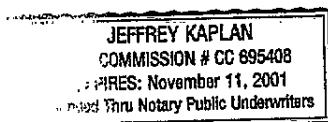
JAMES R. PRATT

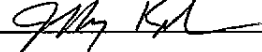
STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared JAMES R. PRATT, personally to me known to be the person described above as the Subscriber and who, under oath executed the foregoing Articles of Incorporation, and he acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State aforesaid, this 7 day of March, 2000.

NOTARY PUBLIC

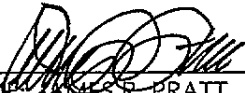


Signature: 
Print Name: _____
State of Florida at Large
MY COMMISSION EXPIRES: _____

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

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
00 MAR -8 PM 3:12

FIRST: THAT THE ASHLEY MANOR HOMEOWNERS' ASSOCIATION OF POLK COUNTY, INC., DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA, WITH ITS PRINCIPAL PLACE OF BUSINESS AT CITY OF ORLANDO, STATE OF FLORIDA, HAS NAMED JAMES R. PRATT, LOCATED AT 369 NORTH NEW YORK AVENUE, 3RD FLOOR, WINTER PARK, FLORIDA 32789 TO ACCEPT SERVICE OF PROCESS WITHIN FLORIDA.



NAME: JAMES R. PRATT
TITLE: SUBSCRIBER

DATE: March 7, 2000

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY 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.



NAME: JAMES R. PRATT
TITLE: RESIDENT AGENT

DATE: March 7, 2000