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ACCOUNT NO. : 072100000032
REFERENCE : 172347 9020A
AUTHORIZATION : *Patricia Pigato*
COST LIMIT : \$ 70.00

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ORDER DATE : June 4, 2001
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NAME: JASMINE WALK OWNER'S
ASSOCIATION, INC.

EFFECTIVE DATE: 500004340095--6

- ARTICLES OF INCORPORATION
- CERTIFICATE OF LIMITED PARTNERSHIP
- ARTICLES OF ORGANIZATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

- CERTIFIED COPY
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- CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Betty Young - EXT. 1112
EXAMINER'S INITIALS:

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6/4/01

**ARTICLES OF INCORPORATION
OF
JASMINE WALK OWNER'S ASSOCIATION, INC.**

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COUNTY OF STATE
TALLAHASSEE FLORIDA

**ARTICLE ONE
NAME**

The name of the corporation is Jasmine Walk Owner's Association, Inc.

ARTICLE TWO

The corporation shall have perpetual duration.

**ARTICLE THREE
PURPOSES AND POWERS**

1. The corporation does not contemplate pecuniary gain or profit, direct or indirect, to its members. In way of explanation and not of limitation, the purposes for which it is formed are:

A. To be and constitute the Association to which reference is made in the Protective Covenants of Covenants, Conditions and Restrictions (hereinafter the "Protective Covenants"), as recorded in Official Records Book _____, Pages _____ through _____, of the Public Records of Marion County, Florida, establishing a plan of development for Jasmine Walk. To perform all obligations and duties of the Association and to exercise all rights and powers of the Association, as specified in the Protective Covenants in the Association Bylaws, and as provided by law.

B. To provide an entity for the furtherance of the interests of the Owners of lots in the development, which development is limited to commercial, non-residential land use.

2. In furtherance of its purpose, the corporation shall have the following powers, which, unless indicated otherwise by the Protective Covenants or Association Bylaws, may be exercised by the Board of Directors:

A. All of the powers conferred upon corporations not for profit by common law

and the statutes of the State of Florida in effect from time to time.

B. All of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in these Articles, the Association Bylaws, or the Protective Covenants, including without limitation, the following:

(1) To fix and to collect assessments or other charges to be levied against the Properties, as defined in the Protective Covenants;

(2) To manage, control, operate, maintain, repair, and improve Common Property, as defined in the Protective Covenants, facilities and property subsequently acquired by the Association, or any property owned by another, for which the Association by rule, regulation, or contract has a right or duty to provide such services;

(3) To enforce covenants, conditions, or restrictions affecting the properties to the extent the Association may be authorized to do so under the Protective Covenants, these Articles or Association Bylaws, and rules and regulations.

(4) To engage in activities which will actively foster, promote, and advance the common interests of all owners of the lots in the development;

(5) To buy or otherwise acquire, sell, or otherwise dispose of, mortgage or otherwise encumber, exchange, lease, hold, use, operate, and otherwise deal in and with real, personal, and mixed property of all kinds and any right or interest therein for any purpose of the Association, including the ability to make capital improvements over and above items of necessary maintenance, repair, and replacement of existing improvements;

(6) To borrow money for any purpose, subject to limitations contained in the Association Bylaws, including the ability to make capital improvements over and above items of necessary maintenance, repair, and replacement of existing improvements;

(7) To enter into, make, perform, or enforce contracts of every kind and description; and to do all other acts necessary, appropriate, or advisable in carrying out any purpose of the Association with or in association with any corporation or other entity or agency, public or private;

(8) To act as agent, trustee, or other representative of other corporations, firms, or individuals; and as such to advance the business or ownership interests of such corporation, firms, or individuals;

(9) To adopt, alter, and amend or repeal such bylaws as may be necessary or desirable for the proper management of the affairs of the Association (the "Association Bylaws"); provided, however, that such Association Bylaws may not be inconsistent with or contrary to any provision of the Protective Covenants;

(10) Hold membership in any other not-for-profit corporation organized for the purpose of providing any and all supplemental municipal services or other services common to Jasmine Walk and other properties having a common developer or common development scheme as may be necessary or proper.

3. The foregoing enumeration of purposes and powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or hereafter be allowed or permitted by law; and the powers specified in each of the sub-paragraphs of this Article Three are independent powers, not to be restricted by reference to or inference from the terms of any other sub-paragraph or provision of this Article Three.

ARTICLE FOUR MEMBERSHIP

1. The corporation shall be a membership corporation without certificates or shares of stock.

2. The corporation shall have two classes of membership; Class "A" and Class "B", as follows:

A. Class "A". Class "A" members shall be those owners as defined in the Protective Covenants with the exception of the Developer or its designated successor in title. Class "A" members shall be entitled to one vote for each lot in which they hold the interest required for membership;

B. Class "B". Class "B" member shall be the Developer or its designated successor in title. The Class "B" member shall be entitled to two votes for each lot in which it holds the interest required for membership; provided, the Class "B" membership shall cease and become converted to Class "A" membership on the happening of any of the following events, whichever occurs earlier:

(1) When the Developer or its designated successor in title no longer owns any property in the development; or

(2) When in its sole discretion the Developer so determines.

From and after the happening of those events, whichever occurs earlier, the Class "B" member shall be deemed to be a Class "A" member entitled to one vote for each lot in which it holds the interest required for membership.

ARTICLE FIVE BOARD OF DIRECTORS

1. The business and affairs of the Association shall be conducted, managed, and controlled by a Board of Directors. The Board shall consist of not less than three, nor more than nine members; the specific number to be set from time to time as provided in the Association Bylaws.

2. The Board of Directors, who shall serve until the next appointment or election of directors, are as follows:

Frank J. Tona
6240 Southwest State Road 200
Ocala, Florida 34477

Al Farina
6539 Southeast Federal Highway
Stuart, Florida 34997

Mike Farina
Five Cold Hill Road, Suite 3
Mendham, New Jersey 07945

So long as there shall be a Class "B" membership, the Class "B" member shall appoint all directors, who shall serve at the pleasure of the Class "B" member. At the first annual meeting of

the membership after the termination of such Class "B" membership, and at each annual meeting of the membership thereafter, all directors shall be elected by majority vote of the Class "A" Members. The Board may delegate such operating authority to such companies, individuals, or committees as it, in its discretion, may determine.

ARTICLE SIX

INDEMNIFICATION AND RELATED MATTERS

1. Power to Indemnify -- Third Party Actions. The corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a director, officer, employee, or agent of the Association against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding if he acted in good faith and in a manner he reasonably believed to be in good faith and in a manner he reasonably believed to be in the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceedings by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in the best interests of the Association, and, with respect to any criminal action or proceedings, had reasonable cause to believe that his conduct was unlawful.

2. Power to Indemnify -- Action Brought in the Right of the Association. The Association shall have power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee, or agent of the Association, against expenses (including attorneys' fees) actually

and reasonably incurred by him in connection with the defense or settlement or such action or suit if he acted in good faith and in a manner he reasonably believed to be in the best interests of the Association and except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Association unless and only to the extent that the Court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such Court shall deem proper.

3. Right to Indemnification. To the extent that a director, officer, employee, or agent of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in paragraphs 1 and 2 of this Article, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

4. Determination of Entitlement to Indemnification. Any indemnification under paragraphs 1 and 2 of this Article, unless ordered by a Court, shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee, or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in paragraphs 1 and 2 of this Article. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit, or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable, if a quorum of disinterested directors so direct, by independent legal counsel in a written opinion, or (3) by the members of the corporation.

5. Advancement of Expenses. Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Association in advance of the final disposition of such action, suit, or proceeding as authorized in the manner provided in paragraph 4 of this Article upon receipt of any undertaking by or on behalf of the director, officer, employee, or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified

by the Association as authorized in this Article.

6. Savings Clause. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any bylaw, agreement, vote of the members of the Association or disinterested directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office such as director, officer, committee member, employee, or agent, and shall continue as to a person who has ceased to be a director, officer, committee member, employee, or agent, and shall inure to the benefit of the heirs, executors, and administrators of such a person.

7. Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the 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 corporation would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE SEVEN DISSOLUTION

The Association may be dissolved only as provided in the Protective Covenants, Association Bylaws and by the laws of the State of Florida provided, however, that if the Association is dissolved, the property consisting of the surface water management system as presently, or hereafter, constructed in the Subdivision shall be conveyed to an appropriate agency of local government, and if not accepted, then the surface water management system shall be dedicated to a similar nonprofit corporation.

ARTICLE EIGHT AMENDMENTS

1. These Articles may be amended by a majority vote of the Directors, as provided by Section 617.1002(1)(b), Florida Statutes, provided no amendment shall be in conflict with the Protective Covenants and provided further no amendment shall be effective to impair or dilute any

rights of members that are governed by such Protective Covenants.

2. The Association Bylaws may be made, altered, or rescinded by the Directors of the Association as provided by Article Three.2.B.(9) above, consistent with the following language, which shall be incorporated into, and become a part of, the Bylaws adopted by this Association, to-wit:

No amendment to these Bylaws shall alter, modify, or rescind any right, title, interest, or privilege herein granted or accorded to the holder of any mortgage affecting any lot unless written notice of any meeting called for the purpose of amending these Bylaws shall be sent to the holders of any and all mortgages affecting any of the lots, not less than thirty (30) days in advance of the meeting, setting forth the purpose of the meeting.

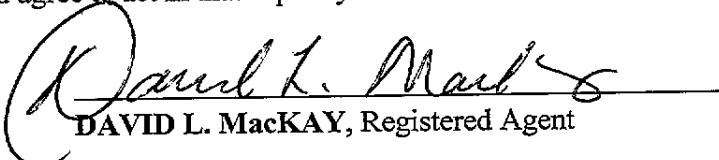
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**ARTICLE NINE
REGISTERED AGENT AND OFFICE**

The registered office of the corporation is 2801 Southwest College Road, Suite 1, Ocala, Florida, 34474, and the registered agent at said address is David L. MacKay, who signed these Articles of Incorporation to indicate his acceptance and agreement to act in this capacity as contemplated by § 617.0501, Florida Statutes.

ACCEPTANCE

I HEREBY ACCEPT the appointment as Registered Agent of JASMINE WALK OWNER'S ASSOCIATION, INC. and agree to act in that capacity.


DAVID L. MacKAY, Registered Agent

**ARTICLE TEN
INCORPORATOR**

The name and address of the incorporator of the corporation is as follows: Frank J. Tona, 6144 Southwest State Road 200, Ocala, Florida, 34476.

**ARTICLE ELEVEN
PRINCIPAL OFFICE**

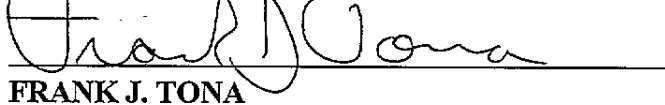
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SECRETARY OF STATE
TALLAHASSEE FLORIDA

The corporation's principal office is located at 6539 Southeast Federal Highway, Stuart, Florida, 34997, and the corporation's mailing address is 6539 Southeast Federal Highway, Stuart, Florida, 34997.

The foregoing Articles of Incorporation of Jasmine Walk Owner's Association, Inc. are duly subscribed as provided by law, this 31 day of May, 2001

SUBSCRIBER:


FRANK J. TONA