



No 01000005173

ACCOUNT NO. : 072100000032

REFERENCE : 224203 9020A

AUTHORIZATION :

Patricia Pigute

COST LIMIT : \$ 70.00

FILED
2001 JUL 17 PM 2:30
SECRETARY OF STATE
TALLAHASSEE FLORIDA

ORDER DATE : July 17, 2001

ORDER TIME : 11:26 AM

ORDER NO. : 224203-005

CUSTOMER NO: 9020A

CUSTOMER: David L. Mackay, Esq.
Mackay & Ranew, P. A.

P. O. Box 206

Ocala, FL 34478-0206

RECEIVED
01 JUL 17 PM 12:16
DIVISION OF CORPORATION

DOMESTIC FILING

NAME: JASMINE MASTER ASSOCIATION,
INC.

EFFECTIVE DATE:

500004481335--5

XX ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX PLAIN STAMPED COPY

CONTACT PERSON: Norma Hull - EXT. 1115

EXAMINER'S INITIALS:

509
W01-110452

JP
7/23/01



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

FILED

2001 JUL 17 PM 2:30

SECRETARY OF STATE
TALLAHASSEE FLORIDA

July 17, 2001

CSC NETWORKS
1201 HAYS STREET
TALLAHASSEE, FL 32301

SUBJECT: JASMINE MASTER OWNER'S ASSOCIATION, INC.
Ref. Number: W01000016452

We have received your document for JASMINE MASTER OWNER'S ASSOCIATION, INC. and the authorization to debit your account in the amount of \$70.00. However, the document has not been filed and is being returned for the following:

The name of the entity must be identical throughout the document.

Please return the original and one copy of your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6973.

Claretha Golden
Document Specialist
New Filings Section

Letter Number: 501A00041958

RESUBMIT
Please give original
submission date as file date.

RECEIVED
01 JUL 23 PM 12:53
DIVISION OF CORPORATION

FILED

2001 JUL 17 PM 2:30

SECRETARY OF STATE
TALLAHASSEE FLORIDA

ARTICLES OF INCORPORATION
OF
JASMINE MASTER ASSOCIATION, INC.

ARTICLE ONE
NAME

The name of the corporation is Jasmine Master 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 Master Association which shall own and maintain certain improvements for the benefit of various owners of portions of real property located within the development in Marion County, Florida, described generally as the "Jasmine Development", pursuant to Declaration of Master Association Covenants (the "Master Covenants") as recorded in Official Records Book _____, Page _____, Public Records of Marion County, Florida.

B. To provide an entity for the furtherance of the interests of the Owners of Lots or Parcels in the Jasmine Development, which Lots or Parcels may be designated as commercial or residential land use in accordance with the Master Covenants or amendments thereto.

2. In furtherance of its purpose, the corporation shall have the following powers, which, unless indicated otherwise by the Master 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 Master Covenants, including without limitation, the following:

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

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

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

(4) 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 Master Association, including the ability to make capital improvements over and above items of necessary maintenance, repair, and replacement of existing improvements;

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

(6) 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 Master Association with or in association with any corporation or other entity or agency, public or private;

(7) To adopt, alter, and amend or repeal such bylaws as may be necessary or desirable for the proper management of the affairs of the Master Association (the

"Master Association Bylaws"); provided, however, that such Master Association Bylaws may not be inconsistent with or contrary to any provision of the Master Covenants.

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 Master Covenants with the exception of the Developer or its designated successor in title. Class "A" members shall be entitled to the voting rights designated in the Master Covenants;

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 vote allotted to the Class "A" members; 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 Jasmine Development; or

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

(3) When require by law.

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 the voting rights designated in the Master Covenants according to the Lots or Parcels which it then owns.

ARTICLE FIVE
BOARD OF DIRECTORS

1. The business and affairs of the Master 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 Master 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 Master 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 Master 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 Master 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 Master Association. The Master 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 Master 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 Master 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 Master 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 Master 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 Master 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 Master 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 Master 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 Master 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 Master 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 Master 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 Master 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 Master Association may be dissolved only as provided in the Master Covenants, Master Association Bylaws and by the laws of the State of Florida provided, however, that if the Master Association is dissolved, any property then owned by the Master Association consisting of surface water management system as presently, or hereafter, constructed and serving all or any portion of the Jasmine Development 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 Master Covenants and provided further no amendment shall be effective to impair or dilute any rights of members that are governed by such Master Covenants.

2. The Master Association Bylaws may be made, altered, or rescinded by the Directors of the Master 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 Master Association, to-wit:

No amendment to these Bylaws shall alter, modify, or rescind any right, title, interest, or privilege herein granted or

FILED

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.

2001 JUL 17 PM 2:30
SECRETARY OF STATE
TALLAHASSEE FLORIDA

**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 MASTER ASSOCIATION, INC. and agree to act in that capacity.



DAVID L. MacKAY, Registered Agent

**ARTICLE TEN
INCORPORATOR**

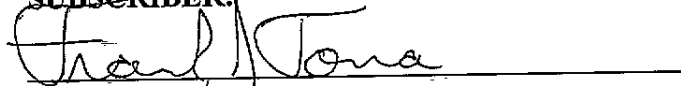
The name and address of the incorporator of the corporation is as follows: Frank J. Tona, 6144 Southwest State Road 200, Ocala, Florida, 34476

**ARTICLE ELEVEN
PRINCIPAL OFFICE**

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 Master Association, Inc. are duly subscribed as provided by law, this 10 day of July, 2001

SUBSCRIBER:

A handwritten signature in cursive script that reads "Frank J. Tona". The signature is written over a horizontal line.

FRANK J. TONA