

Division of Corporations

Page 2 of 2

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Florida Department of State

Division of Corporations

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BASIC AMENDMENT

GRAND HAVEN MASTER ASSOCIATION, INC.

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**SECOND AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
GRAND HAVEN MASTER ASSOCIATION, INC.**

In compliance with the requirements of Florida Statutes, Chapter 617, the Board of Directors of GRAND HAVEN MASTER ASSOCIATION, INC., a Florida not-for-profit corporation organized and existing under Chapter 617, Florida Statutes, has executed, adopted and caused to be delivered for filing these Second Amended and Restated Articles of Incorporation of GRAND HAVEN MASTER ASSOCIATION, INC. Under the current Articles of Incorporation of GRAND HAVEN MASTER ASSOCIATION, INC., there are no members entitled to vote to amend and restate said Articles of Incorporation. Further, pursuant to Article XI of the current Articles of Incorporation for the GRAND HAVEN MASTER ASSOCIATION, INC., the Declarant under the Declaration has the right to amend the Articles of Incorporation. Accordingly, by Written Consent, effective this date, LandMar Group, LLC, the sole member of Grand Haven Developers, LLC, and LandMar Management, LLC, the manager of Grand Haven Developers, LLC, the Declarant under the Declaration, unanimously approved the Second Amended and Restated Articles of Incorporation of GRAND HAVEN MASTER ASSOCIATION, INC., as set forth herein below.

ARTICLE I

NAME OF CORPORATION

The name of the corporation is GRAND HAVEN MASTER ASSOCIATION, INC. (hereinafter called the "Master Association").

ARTICLE II

PRINCIPAL OFFICE OF THE MASTER ASSOCIATION

The principal place of business and the mailing address of the Master Association is located at 5 Sandpiper Court, Palm Coast, Florida 32137.

ARTICLE III

REGISTERED OFFICE AND REGISTERED AGENT

The street address of the registered office of the Master Association is 5 Sandpiper Court, Palm Coast, Florida 32137 and the name of the registered agent at that address is James T. Cullis.

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ARTICLE IV**DEFINITIONS**

Unless otherwise provided herein to the contrary, all terms and words utilized herein shall be as defined in that certain Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for GRAND HAVEN MASTER ASSOCIATION, INC., Palm Coast, Flagler County, Florida, dated February 21, 2001 and recorded in Official Records Book 729, page 259 of the Public Records of Flagler County, Florida (hereinafter the "Declaration"), as said Declaration may from time to time be amended as provided therein, said Declaration being incorporated herein as if set forth at length.

ARTICLE V**PURPOSE AND POWERS OF THE MASTER ASSOCIATION**

This Master Association does not contemplate pecuniary gain or profit, and has been organized for the maintenance and preservation of the development on that certain property located in Flagler County, Florida and more particularly described on Exhibit "A" attached hereto and incorporated herein. The Master Association has been organized for the purposes set forth in the Declaration including, without limitation, the following:

1. 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 in connection with the affairs of the Association. Without limiting the foregoing, the Association may own, improve, build, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of the Common Areas and Areas of Common Responsibility, including but not limited to Recreational Amenities, Surface Water Management System, utility facilities, parking areas, buildings, structures and personal property incident thereto, subject to the terms, conditions and restrictions set forth in the Declaration;
2. to fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Master Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Master Association;
3. to borrow money and mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, subject to the terms, conditions and restrictions set forth in the Declaration;
4. to participate in mergers and consolidations with other not-for-profit corporations organized for the same purposes or annex additional property and Common Area;

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5. to enforce any and all covenants and agreements pursuant to the Declaration; and
6. to pay taxes and insurance, if any, on the Common Areas within the ownership or control of the Association.

The Master Association shall exercise all of the powers and privileges and perform all of the duties and obligations of the Master Association as set forth in the Declaration as the same may from time to time be amended under the terms thereof. The Master Association shall further have and exercise any and all powers, rights and privileges which a corporation organized under the Florida Not-for-Profit Corporation Act by law may now or hereafter have or exercise.

ARTICLE VI

MEMBERSHIP

Every person or entity who is a record Owner of a fee interest in any Unit shall be a Member of the Master Association. Notwithstanding anything else to the contrary set forth in this Article, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member of the Master Association. Prior to the loss of the Controlling Interest (as defined in the Declaration) by the Declarant, the Members of the Master Association shall vote through their Subordinate Association to elect two (2) representatives to the Advisory Committee according to the rules of the Subordinate Association and as set forth herein below. Subsequent to the loss of the Controlling Interest by the Declarant, the Members of the Association shall vote through their Subordinate Association to elect a representative to the Board of Directors according to the rules of that Subordinate Association and as set forth herein below. The Members, by electing a representative to the Advisory Committee or Board of Directors through their Subordinate Association, shall be deemed to have delegated to that representative the right to cast all of the Members' votes within the Subordinate Association. Each representative of a Subordinate Association shall have one (1) vote as a member of the Advisory Committee or the Board of Directors of the Master Association.

ARTICLE VII

BOARD OF DIRECTORS

The Master Association shall be governed by a Board of Directors. For so long as the Declarant owns a Controlling Interest, the Board of Directors shall consist of seven (7) or more members, who shall be appointed and removed by the Declarant's sole discretion, except for the three (3) members elected by the Advisory Committee as described in Sub-Section 5.1.4 of the Declaration. Following the loss of Controlling Interest by the Declarant, the Board of Directors shall consist of one (1) member being elected by the members of each Subordinate Association established by the Declarant as described in Sub-Section 5.3.1 of the Declaration. The names and addresses of the Directors are:

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<u>NAME</u>	<u>ADDRESS</u>
James T. Cullis	5 Sandpiper Court Palm Coast, Florida 32137
Todd Stiffler	5 Sandpiper Court Palm Coast, Florida 32137
Cheryl Graham	10161 Centurion Parkway N, Suite 190 Jacksonville, Florida 32256
Joseph Carbonara	10161 Centurion Parkway N, Suite 190 Jacksonville, Florida 32256
Rob Sedimyer	5 Sandpiper Court Palm Coast, Florida 32137
Pete Chiodo	5 Sandpiper Court Palm Coast, Florida 32137
Tom Lawerance	5 Sandpiper Court Palm Coast, Florida 32137

Vacancies in the Board of Directors shall be filled by Declarant until Declarant has no authority to appoint Directors and thereafter by the majority of the remaining Directors, or by a sole remaining Director, and any such appointed Director shall serve for the remaining term of his predecessor.

ARTICLE VIII

OFFICERS

The day-to-day affairs of the Master Association shall be managed, subject to the direction and authority of the Board of Directors, by the officers of the Master Association which may include a President, Vice President, Secretary and Treasurer and such other officers as permitted by the By-Laws. The names and addresses of the officers of the corporation are as follows:

	<u>NAME</u>	<u>ADDRESS</u>
President:	James T. Cullis	5 Sandpiper Court Palm Coast, Florida 32137

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Vice President:	Joseph Carbonara III	10161 Centurion Parkway N, Suite 190 Jacksonville, Florida 32256
Secretary/ Treasurer:	Cheryl Graham	10161 Centurion Parkway N, Suite 190 Jacksonville, Florida 32256

ARTICLE IX

DISSOLUTION

The Master Association may be dissolved by a majority vote of the Board of Directors present, in person or by proxy, and entitled to vote at a regular or special meeting of the Board; provided that any matter which is in fact governed by the Declaration may not be amended except as provided in the Declaration. Upon dissolution, the assets of the Master Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Master Association was created. 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 such similar purposes.

ARTICLE X

DURATION

The corporation shall exist perpetually.

ARTICLE XI

AMENDMENTS

So long as Declarant shall hold a Controlling Interest, Declarant may modify, amend or restate these Articles, in Declarant's sole discretion, without further consent of the Master Association or any other person or party. After Declarant no longer holds a Controlling Interest, these Articles may be amended, modified or restated by at least sixty-six and two-third percent (66 2/3 %) of the votes delegated by the Members to and voted by the Board of Directors present, in person or by proxy, and entitled to vote at a regular or special meeting of the Board; provided that any matter which is in fact governed by the Declaration may not be amended except as provided in the Declaration.

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ARTICLE XII**BY-LAWS**

The By-Laws of the Master Association, as adopted by the Board of Directors, may be altered, amended, or rescinded as provided in said By-Laws.

ARTICLE XIII**INDEMNIFICATION OF OFFICERS AND DIRECTORS**

Section A. The Master Association shall defend, indemnify and hold harmless any person of the Master Association who is made a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceedings, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a director, officer, committee member, employee or agent of the Master Association:

(a) From and against expenses (including reasonable attorneys' fees for pretrial, trial, or appellate proceedings), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with an action, suit, or proceeding (other than one by or in the right of the Association), if he acted in good faith, and, with respect to any criminal action or proceedings, he had no reasonable cause to believe his conduct was unlawful; and

(b) From and against expenses (including reasonable attorneys' fees for pretrial, trial, or appellate proceedings) actually and reasonably incurred by him in connection with the defense or settlement of an action suit by or in the right of the Association, if he acted in good faith.

Section B. The termination of any action, suit, or proceeding 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, or, with respect to any criminal action or proceeding, that such person had reasonable cause to believe that his conduct was unlawful.

Section C. Notwithstanding any other provision hereof to the contrary, 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 gross negligence or misconduct in the performance of his duty to the Association.

Section D. Any indemnification under Section A (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 or officer, committee member, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Section A. 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 quorum is not obtainable, or even if obtainable and a quorum of disinterested Directors so directs, by a majority vote of Members of the Master Association.

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Section E. Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Master Association from time to time as incurred rather than only after the final disposition of such action, suit, or proceeding. Payment of such expenses shall be authorized by the Board of Directors in each specific case only after receipt by the Master Association of an undertaking by or on behalf of the director or officer to repay such amounts if it shall later develop that he is not entitled to be indemnified by the Master Association.

Section F. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which the Master Association's directors, officers, committee members, employees, or agents may be entitled under the Master Association's bylaws, agreement, vote of Members or disinterested directors, or otherwise, both as to actions in their official capabilities and as to action in another capacity while holding such offices or positions, and shall continue as to a person who has ceased to be a director, officer, committee member, agent or employee and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section G. Notwithstanding the foregoing provisions, indemnification provided under this Article shall not include indemnification for any action of a director, officer, committee member, agent or employee of the Master Association for which indemnification is deemed to be against public policy. In the event that indemnification provided under this Article is deemed to be against public policy, such an event shall not invalidate or affect any other right or indemnification herein provided.

Section H. The Master Association shall have the power, but shall not be obligated, to purchase and maintain indemnification insurance to provide coverage for any liability asserted against any director, officer, committee member, agent or employee of the Master Association in any of his capacities as described in Section A, whether or not the Association would have the power to indemnify him or her under this Article.

Section I. Any person requesting indemnification shall first look to any insurance maintained by the Master Association for indemnification against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement (as described above). The Master Association shall be obligated to indemnify such person (if entitled to indemnification by the Master Association) only to the extent such insurance does not indemnify such person. In the event that any expenses, judgments, fines, or amounts paid in settlement are paid pursuant to insurance maintained by such Master Association, the Master Association shall have no obligation to reimburse the insurance company.

ARTICLE XIV

INCONSISTENCY

In the event of any inconsistency between the terms and provisions contained in the Declaration and those contained in these Second Amended and Restated Articles of Incorporation, the terms and provisions of the Declaration shall prevail.

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ARTICLE XV

HUD/FHA/VA APPROVAL

So long as Declarant owns Controlling interest as set forth in the Declaration, if the Declarant has requested, applied and submitted documents for approval from the United States Department of Housing and Urban Development, Federal Housing Administration or Veterans Administration, individually or in some combination thereof, for their making, insuring or purchasing loans on dwellings in the Property and if such approval has been granted, then to the extent that said agencies require approval or consent by it or them to annexation of Additional Property, any merger or consolidation involving the Master Association, the placing of any mortgage lien on the Common Areas, dedication to the public of any Common Areas, any amendment to this Declaration, or dissolution of the Master Association, by any one or more of said agencies as a condition of making, insuring or purchasing loans on dwellings in the Property, if any such loan has been approved, insured or purchased by the applicable agency at the time of the proposed annexation, merger, consolidation, mortgaging, dedication, amendment or dissolution, then the required consent or approval shall be obtained.

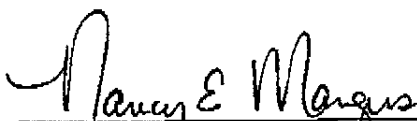
IN WITNESS WHEREOF, the duly authorized officer of the undersigned Declarant has executed this Second Amended and Restated Articles of Incorporation of Grand Haven Master Association this 6th day of August, 2001.

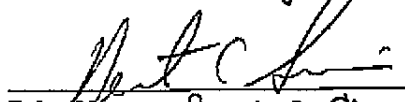
WITNESSES:

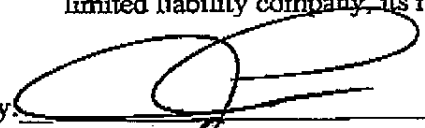
Grand Haven Developers, LLC,
a Delaware limited liability company

By: LandMar Group, LLC,
a Delaware limited liability company, its
sole member

By: LandMar Management, LLC, a Delaware
limited liability company, its manager


Print Name: Nancy E. Mangus


Print Name: Bert C. Simon

By: 
Name: Jim Willis
Title: Vice President

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REGISTERED AGENT CERTIFICATE

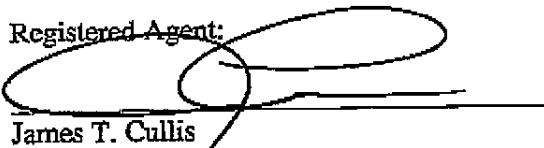
In pursuance of the Florida Not-For-Profit Corporation Act, together with the provisions of Chapter 617 of the Florida Statutes applicable thereunder, the following is submitted in compliance with said statute:

That the Grand Haven Master Association, Inc., organized as a Florida not-for-profit corporation under the laws of the State of Florida, with its registered office, as indicated in the Articles of Incorporation, at 5 Sandpiper Court, Palm Coast, Florida 32137, and James T. Cullis as its registered agent to accept service of process and perform such other duties as are required in the State.

ACKNOWLEDGMENT:

Having been named to accept service of process and serve as the registered agent for the above-stated not-for-profit corporation, at the place designated in this Certificate, the undersigned, hereby agrees to act in this capacity, and agrees to comply with the provision of said statutes relative to keeping open said office, and further states it is familiar with, and accepts, the obligations of said statutes applicable to registered agents of Florida not-for-profit corporations

Registered Agent:


James T. Cullis

Dated: 8/30/01, 2001

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