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REFERENCE : 994949 4323393

AUTHORIZATION :

COST LIMIT : \$ 122.50

Patricia Pizzuto

ORDER DATE : June 20, 1996

ORDER TIME : 12:28 PM

ORDER NO. : 994949

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CUSTOMER NO: 4323393

CUSTOMER: Robert Poppell, Esq
MAGUIRE VOORHIS & WELLS, P.A.

2 S. Crange Avenue

Orlando, FL 32801

DOMESTIC FILING

NAME: SOUTHCHASE NON-SINGLE FAMILY
RESIDENTIAL PROPERTY OWNERS
ASSOCIATION, INC.

EFFECTIVE DATE:

ARTICLES OF INCORPORATION
 CERTIFICATE OF LIMITED PARTNERSHIP

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

CERTIFIED COPY
 PLAIN STAMPED COPY
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Lori R. Dunlap

EXAMINER'S INITIALS:

LP
6/20/96

ARTICLES OF INCORPORATION
OF
SOUTHCHASE NON-SINGLE FAMILY RESIDENTIAL PROPERTY
OWNERS ASSOCIATION, INC.

ARTICLE I

NAME

The name of this corporation shall be SOUTHCHASE NON-SINGLE FAMILY RESIDENTIAL PROPERTY OWNERS ASSOCIATION, INC. For convenience, the corporation shall be referred to in these Articles of Incorporation as the "Master Association."

ARTICLE II

DURATION

Existence of the Master Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Master Association shall have perpetual existence.

ARTICLE III

DEFINITIONS

The terms and phrases set forth below, as used in these Articles of Incorporation, shall have the following meanings:

1. "Developer" shall mean and refer to Southchase, Ltd., a Florida limited partnership ("Southchase"), or any entity designated by Southchase as "Developer" under the Southchase Development Order in any document recorded in the Public Records of Orange County, Florida.

2. "Declaration(s)" shall mean and refer to any declaration of covenants, conditions, easements and restrictions recorded against any Parcel(s) in order to ensure compliance with the requirement of the SFWMD set forth in the Permit and in the Sixth Amended Development Order for Southchase Development of Regional Impact recorded May 30, 1995 in Official Records Book 4872, Page 2023, as same may be subsequently amended from time to time, as Condition III., 10., to establish the Master Association as the management entity responsible to respond to any directive, requirement or order of SFWMD pertaining to the Stormwater System's compliance with any and all rules, regulations and procedures of the SFWMD pertaining to the Stormwater System or ensuring the proper installation, construction, maintenance and operation of any portions of the Stormwater System.

3. "owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Parcel, including contract sellers, but excluding those persons holding an interest in any Parcel merely as security for the performance of an obligation. Provided, however, if any person holding an interest in any Parcel as security for the performance of an obligation obtains fee simple title to such Parcel through foreclosure or conveyance in lieu thereof, then such person shall at that time be deemed to be an "Owner" for purposes of these Articles of Incorporation.

4. "Net Usable Acre" or "Net Usable Acreage" shall mean and refer to gross acreage less any Orange County or South Florida Water Management District jurisdictional wetlands as determined in the field by a State certified surveyor and approved by Orange County.

5. "Parcel(s)" shall mean and refer to each separate and distinct portion of the Subject Property intended for development, including, but not necessarily limited to, subdivided parcels identified on any recorded plat or approved through any legal short form subdivision or lot split approval process, which are now or in the future made subject to a Declaration and which are designated as being a "Parcel" by the Developer either in the Declaration or in a separate document recorded in the Public Records against such portions of land.

6. "Permit" shall mean the South Florida Water Management District Permit No. 48-00356-S (Mod), as such permit may be modified from time to time in accordance with the rules, regulations and procedures of SFWMD.

7. "SFWMD" shall mean and refer to the South Florida Water Management District.

8. "Southchase Development Order" shall mean and refer to that certain Sixth Amended Development Order for Southchase Development of Regional Impact, recorded May 30, 1995, in Official Records Book 4872, Page 2023, with Scrivener's Correction to the Sixth Amended Development Order recorded March 30, 1995, each of the Public Records of Orange County, Florida, as same may be amended and modified from time to time.

9. "Southchase DRI/PD" shall mean and refer to that certain tract of land located in Orange County, Florida commonly known and referred to as the Southchase Development of Regional Impact/Planned Development, the development of which is governed by the Southchase Development Order.

10. "Stormwater System" shall mean and refer to any and all aspects of the drainage, retention/detention, stormwater, water quality, conveyancing and wetlands facilities, improvements or

systems constructed, located or required on or for all or any portion of the Parcels.

11. "Subject Property" shall mean and refer to any lands within the Southchase DRI/PD that are now or in the future approved for any use other than single-family residential.

ARTICLE IV

PURPOSE AND POWERS OF THE MASTER ASSOCIATION

The Master Association is formed pursuant to the requirements of the Southchase Development Order as the management entity ensuring proper operation and maintenance of all components of the Stormwater System. The Master Association is organized for the purpose, and shall have the power, to enforce, and fulfill the objectives and purposes stated in, any Declaration and shall have all powers necessary or incidental thereto, but the Master Association shall not have the power to engage in any activity or pursue any purpose for pecuniary profit or that is prohibited to corporations under the laws of the State of Florida.

The Master Association shall have the obligation, authority and power to levy assessments pursuant to any of the Declarations, as necessary, against the Members of the Master Association whose Parcels are subject to such Declarations, and to use such assessments, as may be necessary in order to pay for the costs incurred to respond to any written directive, requirement or order of the SFWMD pertaining to any portions of the Stormwater System servicing Parcel(s) subject to such Declarations. Actions necessary to comply with any directive, requirement or order imposed by the SFWMD upon the Master Association shall be mandatory upon the Master Association and the Master Association shall be deemed authorized to take such action without the necessity of any action of Directors approving same. In no event shall the Master Association have the power or authority to levy assessments against any Member to pay the cost incurred in responding to a written directive, requirement or order of the SFWMD with respect to portions of the Stormwater System servicing Parcels that are not subject to the same Declaration as the Parcel(s) owned by such Member.

If at any time Developer determines in its reasonable discretion that the Master Association is delinquent in performing its duties or obligations set forth in these Articles of Incorporation or in any Declaration, then Developer shall have the power and authority, but not the obligation, to itself perform, or cause the Master Association (without the necessity of any action of Directors) to perform, same, including charging and using assessments. If Developer makes this determination, it may in its discretion so notify the Secretary of the Master

Association, and any of the Members owning a Parcel that is subject to such Declaration, and after such notice is delivered the Master Association and such Members shall assist and cooperate with the Developer in performing the Master Association's delinquent duties and obligations. The Developer shall have the option to advance on behalf of the Master Association or any such Members monies reasonably necessary to satisfy the delinquent duties or obligations of the Master Association. If the assessments collected and available to the Master Association to satisfy such duties or obligations are not sufficient to pay for the work undertaken by the Developer as contemplated hereinabove, then it shall be mandatory that the Master Association make and collect from the Members an assessment to pay for such deficiency. Any such assessment shall not require approval of the Directors.

In the event the Master Association levies assessments against Members in order to take any and all actions necessary to respond to any directive, requirement or order of the SFWMD resulting from the failure of any Member to comply with the rules, regulations, procedures or permits of the SFWMD as is contemplated in these Articles of Incorporation and in the Declarations, then the Master Association and/or any or all of the other Members against or from whom such assessments were levied and collected and that were not responsible for the SFWMD's issuance of the directive, requirement or order, shall have the right to pursue reimbursement of the assessments from the Member responsible for SFWMD's issuance of the directive, requirement or order, using any means available at law or in equity.

In addition to the foregoing powers, the Master Association shall also have the power and authority to levy assessments against all Members necessary to fund the operations of the Master Association that are not associated with any directive, requirement or order of the SFWMD nor otherwise related to the Stormwater System, including, but not necessarily limited to, annual filing fees, the cost of acquiring insurance and providing indemnification to Directors and Officers of the Master Association to the extent set forth in Article XI of these Articles of Incorporation, and the reimbursement of expenses incurred by Officers or Directors of the Master Association.

ARTICLE V

PRINCIPAL OFFICE

The initial principal office and mailing address of the Master Association is located at One Urban Centre, Suite 740, 4830 West Kennedy Boulevard, Tampa, Florida 33609.

ARTICLE VI

REGISTERED OFFICE AND AGENT

Richland Properties, Inc., a Florida corporation, whose address is One Urban Centre, Suite 740, 4830 West Kennedy Boulevard, Tampa, Florida 33609, is hereby appointed the initial registered agent of the Master Association and the registered office shall be at said address.

ARTICLE VII

MEMBERSHIP

Every Owner shall be a "Member" of the Master Association. The Developer shall be a Member of the Master Association until the earlier of such time that the Developer no longer owns any property within the Southchase DRI/PD, or such time as Developer provides written notice to the Master Association of its election to no longer be a Member of the Master Association.

ARTICLE VIII

VOTING RIGHTS

A Member's right to vote on the affairs of the Master Association shall vest immediately upon such Member's qualification for membership as provided in these Articles of Incorporation and the Bylaws of the Master Association. All voting rights of a Member shall be exercised in accordance with and subject to the restrictions and limitations provided in these Articles of Incorporation, the Bylaws and any other rules of the Master Association, if any.

Upon becoming a Member, each Member shall be obligated and entitled to elect only one (1) Director to the Board of the Master Association, regardless of the number of Parcels owned by such Member. In the event that at any given time there are only two (2) Members of the Master Association, then each such Member shall elect one (1) director to the Board of the Master Association as described above, and then the Member of the Master Association owning Parcels containing the greatest aggregate Net Usable Acreage shall be obligated and entitled to elect one (1) additional Director to the Board of the Master Association, so that at all times there shall be no less than three (3) Directors of the Master Association. This additional Director appointed by the Member having the greatest aggregate Net Usable Acreage shall be replaced by a Director to be selected by the next person to become a Member, immediately upon such person becoming a Member, after the additional Director is appointed.

In the event that at any time there is only one (1) Member of the Master Association, then such Member shall be obligated and entitled to elect two (2) additional Directors to the Board of the Master Association, so that at all times there shall be no less than three (3) Directors of the Master Association. The two (2) additional Directors shall be replaced by a Director selected by the next person to become a Member, immediately upon such person becoming a Member, after the additional Directors are appointed, and by a Director selected by the Member at that time owning Parcels containing the greatest aggregate Net Usable Acreage.

Notwithstanding anything in the foregoing to the contrary, Developer shall be under no obligation to elect a Director to the Board of the Master Association from and after such time as Developer delivers written notice to the Master Association of its intentions of being released from such obligation. The foregoing notification and exercise of rights by Developer shall effect only Developer's obligation to elect a Director to the Board, but in no event or circumstance shall such election limit the Developer's authority to elect a Director to the Board.

ARTICLE IX

BOARD OF DIRECTORS

The affairs of the Master Association shall be managed by a Board of Directors who shall be elected by the Members. The number of Directors constituting the initial Board of Directors shall be three (3). The number of Directors of the Master Association shall at all times be equivalent to the number of Members of the Master Association, but shall never be less than three (3), and the number of Directors shall automatically increase or decrease, as the case may be, with the addition of new Members or the reduction of Members, respectively.

Each Director shall be entitled to one (1) vote in Master Association voting matters for each Net Usable Acre, or fraction thereof, contained within the Parcel(s) owned by the Member that elected such Director. If, as a result of there being fewer than three (3) Members, more than one (1) Director is elected by a particular Member, then each additional Director elected by such Member shall have only one (1) vote in Master Association voting matters.

The term of office of the initial Directors of the Master Association shall expire at the first meeting of Members at which Directors are elected. The term of office of all other Directors will expire at the next annual meeting of Members following the election of such Directors; provided, however, that the term of office of any additional Director elected by a Member pursuant to Article VIII above shall expire immediately upon the addition of

a new Member to the Association and the appointment by such new Member of a Director as also provided in Article VIII above. Despite the expiration of a Director's term, the Director will continue to serve until a successor is elected and qualifies or until there is a decrease in the number of Directors caused by the cessation of membership in the Master Association of the Member that elected such Director. Any Director may be removed from office at any time, with or without cause, by the Member that elected such Director or, with cause, by the affirmative vote of a majority of the Members. In the event of the removal of any Director, the Member that appointed such Director shall have the obligation and authority to appoint the successor to fill the seat of such Director. The names and addresses of the persons who are to act in the capacity of initial Directors until the election and qualification of their successors are:

<u>Name</u>	<u>Address</u>
J. Curt Wilkinson	One Urban Centre, Suite 740 4830 West Kennedy Boulevard Tampa, Florida 33609
Samuel K. Ross	One Urban Centre, Suite 740 4830 West Kennedy Boulevard Tampa, Florida 33609
Dale West	One Urban Centre, Suite 740 4830 West Kennedy Boulevard Tampa, Florida 33609

ARTICLE X

OFFICERS

The affairs of the Master Association shall be administered by the Officers designated in the Bylaws. The Officers shall be elected by the Directors at the first meeting of the Board of Directors, and they shall serve at the pleasure of the Board of Directors.

ARTICLE XI

INDEMNIFICATION

Every Director and every Officer of the Master Association shall be indemnified by the Master Association, and the Master Association shall have the power to purchase insurance on their behalf, to the full extent permissible under, and pursuant to the provisions of, Section 617.0831 of the Florida Not For Profit Corporation Act and Section 607.0850 of the Florida Business Corporation Act.

ARTICLE XII

BYLAWS

The Bylaws of the Master Association shall be adopted by the Directors at the first meeting of the Board of Directors and may be altered, amended or rescinded in the manner provided in the Bylaws.

ARTICLE XIII

INCORPORATOR

The name and address of the Incorporator of this corporation is as follows:

<u>Name</u>	<u>Address</u>
Robert M. Poppell	2 South Orange Avenue Orlando, Florida 32801

ARTICLE XIV

MEMBERSHIP CERTIFICATES

Membership in the Master Association may be evidenced by a certificate of membership which shall contain a statement that the Master Association is a corporation not for profit.

ARTICLE XV

AMENDMENT

Any amendment to the terms or provisions of these Articles of Incorporation shall require the affirmative vote of a majority of the Members and, until such time as the Developer provides written notice to the contrary, the affirmative consent of the Developer. No amendment to these Articles of Incorporation may make any changes: (i) to the qualifications for membership in the Master Association, (ii) to the obligation or entitlement of Members to elect Directors, (iii) to the powers and rights of the Developer, (iv) to the voting rights of the Members and Directors, (v) to the purposes, powers and obligations of the Master Association, including the powers and obligations of the Master Association with respect to the SFWMD and the Stormwater System, (vi) that in any manner will result in or facilitate the dissolution of the Master Association or the abandonment or termination by the Master Association of its obligation to ensure the proper installation, construction, maintenance and operation of the Stormwater System or (vii) to the requirements for

incorporation of these Articles of Incorporation, and the limitations
of the same, as set forth in this Article XV.

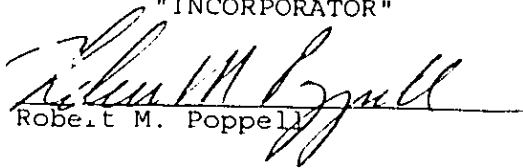
ARTICLE XVI

NOTICES

Any notices which may be permitted or required pursuant to these Articles of Incorporation shall be in writing and shall be deemed to have been duly given as of the date and time the same are received at the addressee's address whether same are personally delivered, mailed by United States Postal Service, postage pre-paid by registered or certified mail, return receipt requested, or delivered by Federal Express or other overnight delivery service from which a receipt may be obtained.

In witness whereof, the undersigned has signed these Articles of Incorporation this 12th day of June, 1996.

"INCORPORATOR"


Robert M. Poppell

CERTIFICATE DESIGNATING REGISTERED AGENT FOR
SERVICE OF PROCESS


Pursuant to the provisions of Chapters 48 and 617, Florida Statutes, the corporation identified below hereby submits the following statement in designation of the Registered Office and Registered Agent in the State of Florida.

SOUTHCHASE NON-SINGLE FAMILY RESIDENTIAL PROPERTY OWNERS ASSOCIATION, INC., desiring to organize as a corporation under the laws of the State of Florida, with its registered office at One Urban Centre, Suite 740, 4830 West Kennedy Boulevard, Tampa, Florida 33609, has named RICHLAND PROPERTIES, INC., located at the above-registered office, as its Registered Agent to accept service of process within this State.

ACKNOWLEDGMENT:

Having been named as Registered Agent for the above-stated corporation at the place designated in this Certificate, I hereby acknowledge that I am familiar with the obligations of a registered agent under the laws of the State of Florida and accept to act as Registered Agent for the above-stated corporation and agree to comply with the provisions of all laws applicable to the performance of such office.

RICHLAND PROPERTIES, INC.,
a Florida corporation

By: 
CURT WILKINSON
Vice President

Dated: June 19, 1996