

N00000005661

TRANSMITTAL LETTER

Department of State  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314

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-08/23/00--01088--012  
\*\*\*\*\*78.75 \*\*\*\*\*78.75

SUBJECT: Forest Green Property Owners Ass'n, Inc.  
(PROPOSED CORPORATE NAME - MUST INCLUDE SUFFIX)

EFFECTIVE DATE  
8-22-00

Enclosed is an original and one(1) copy of the articles of incorporation and a check for :

☐ \$70.00  
Filing Fee

☐ \$78.75  
Filing Fee  
& Certificate of Status

☒ \$78.75  
Filing Fee  
& Certified Copy

☐ \$87.50  
Filing Fee,  
Certified Copy  
& Certificate of  
Status

ADDITIONAL COPY REQUIRED

FROM: Shermin Ladha  
Name (Printed or typed)

P.O. Box 4249  
Address

Winter Park FL 32793  
City, State & Zip

(407)678 6000 x1128  
Daytime Telephone number

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

00 AUG 23 PM 2:03

FILED

F. CHEN

AUG 28 2000

NOTE: Please provide the original and one copy of the articles.

ARTICLES OF INCORPORATION  
OF  
FOREST GREEN PROPERTY OWNERS' ASSOCIATION, INC.

The undersigned, being a natural person of legal age, does hereby desire to form a corporation not for profit under the laws of the State of Florida and do hereby accept the following Articles of Incorporation.

ARTICLE I

NAME

The name of the Corporation shall be Forest Green Property Owners' Association, Inc. and the business address and location of the Corporation shall be 254 Driggs Drive, Winter Park, Florida 32793.

ARTICLE II

CORPORATE DURATION

The Corporation shall commence to exist upon the execution of these Articles of Incorporation. The duration of the Corporation is perpetual.

ARTICLE III

PURPOSE OF CORPORATION

3.1 The purpose for which the Association is organized is to promote the health, safety and welfare of the owners of property in the Forest Green PUD located in Seminole County, Florida, as more particularly described on Exhibit "A" attached hereto. The property is subject to that certain Development Order for the Forest Green PUD recorded in Official Record Book 2130, Pages 17-20 of the Public Records of Seminole

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TALLAHASSEE, FLORIDA

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County, Florida. The property described on Exhibit "A" is encumbered by the terms, covenants, restrictions and conditions contained in the Master Declaration of Covenants, Conditions and Restrictions for Forest Green PUD, dated May 22, 1990, and recorded in Official Records Book 2185, Page 679 of the Public Records of Seminole County, Florida, as the same may be amended from time to time (hereinafter the "Declaration").

All property subject to the Declaration is hereafter referred to as "The Forest Green Property" or "the Property". The defined terms set forth in Article I of the Declaration shall have the same meaning in this document as in the Declaration.

3.2 No part of the income of this corporation shall be distributed to its Members, directors or officers.

#### ARTICLE IV

##### POWERS

4.1 The Association shall have all the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles.

4.2 The Association shall have all the powers and duties set forth in the Declaration, as they may be amended from time to time, including but not limited to those set forth below.

4.3 The Association shall have the power to fix and levy assessments against the Property. The allocation of any assessments to the Owners by the Association shall be consistent with the Declaration. The assessments shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Owners of the Property, and in particular for the improvement and maintenance of properties, services, and facilities devoted to the purpose and related to the use and enjoyment of

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the Area of Common Responsibility, Common Property and the Property, including, but not limited to:

- (a) Payment of operating expenses of the Association; and
- (b) Lighting, improvement and beautification of access ways and easement areas, and the acquisition, maintenance, repair and replacement of project identification signs, directional markers and traffic control devices, and the costs of controlling and regulating traffic on the access ways; and
- (c) To pay all real and personal property taxes and assessments (if any) separately levied upon or assessed against the Association or the Common Properties. Such taxes and assessments may be contested or comprised by the Association. It is the intent of these Articles that, inasmuch as the interest of each Owner to use and enjoy the Common Properties constitutes an interest in real property on a proportionate basis appurtenant to each Parcel, the value of the interest of each Owner in such property shall be included in the assessed value of each Parcel and any taxes levied directly against such property should be of a nominal nature; and
- (d) Management, maintenance, improvement and beautification of landscaping and Storm Water Management System on Common Properties and the Areas of Common Responsibility; and
- (e) Repayment of deficits previously incurred by the Association, if any, in making capital improvements to or upon the Common Responsibility, and in furnishing services to or for the Members of the Association; and

(f) Repair and maintenance of all streets and roadways situated upon the Common Properties or the Areas of Common Responsibility which have not been dedicated to any governmental unit; and

(g) Funding of appropriate reserve for future repair and replacement; and

(h) Doing any other thing necessary or desirable in the judgment of said Association to keep the Property and the Areas of Common responsibility neat and attractive or to preserve or enhance the value thereof, or to eliminate fire, health or safety hazards, or which, in the judgment of said Association, may be of benefit to the Owners or occupants of the property.

#### ARTICLE V

#### MEMBERSHIP

The declarant and every Owner ( as such term is defined below) shall be a Member of the Association, provided that any person or entity who holds an interest in the Property merely as a security for the performance of any obligation shall not be a Member. "Owner" shall mean and refer to the record holder, whether one or more persons or entities, of fee simple title to each Parcel included from time to time in the Forest Green Property; but, notwithstanding any applicable theory of the law of mortgages, Owner shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure proceeding or by conveyance in lieu of foreclosure. Every Owner shall be treated for all purposes as a single Owner for each Parcel owned, irrespective of whether such ownership is joint, in common or tenancy by the entirety.

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ARTICLE VI

VOTING RIGHTS

6.1 Voting Rights. The Association shall have four (4) classes of voting membership.

(a) Class A. Class A Members shall be the Declarant. The Declarant shall be entitled to two (2) votes for each 1/10th acre of land owned by Declarant located outside the Conservation Areas.

(b) Class B. Class B Members shall be all Owners, with the exception of the Class A, C and D Members. Each Class B Member shall be entitled on all issues (except as voting percentages are modified in Section 6.5 below) to one (1) vote for each one-tenth (1/10) of an acre of land located outside Recreation Areas, Conservation Areas and Common Areas (calculated to the nearest one-tenth (1/10) of an acre) owned by such Member in the Property.

(c) Class C. The Class C Members shall be the Owners of each platted lot designated for residential use with the exception of Class D Members. Each Class C Member shall be entitled on all issues to one vote for each residential platted lot in which they hold the interest required for membership.

(d) Class D. The Class D Members shall be the owner of any property used for church use pursuant to the Development Plan. A Member shall be entitled to one (1) vote for each one-half acre of land owned by the Members in the church property.

(e) Association. The Association as an Owner of the Recreation Area, Conservation Area, and/or Common Area shall not be entitled to any votes.

6.2 Multiple Owners. Each vote in the Association must be cast as a single vote, and fractional votes shall not be allowed. In the event that joint or multiple Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner or Owners cast a vote on behalf of a particular Parcel, it shall thereafter be conclusively presumed for all purposes that he was or they were acting with the authority and consent of all other owners thereof. In the event more than the appropriate number of votes are cast for a particular Parcel, none of said votes shall be counted and said votes shall be deemed void.

6.3 Declarant Veto Power. The Declarant shall have a veto power over all actions of the Association and the Board of Directors of the association. This power shall expire when the aggregate of all classes of votes, other than that held by Declarant, equals ninety percent (90%) of the total membership vote of the Association, or December 31, 2021, whichever occurs first. The veto shall be exercised as follows:

No action authorized by the Association or the Board of Directors shall become effective, nor shall any action, policy or program can be implemented, until and unless:

(a) The Declarant shall have been given written notice of each meeting of the Members and of the Board of Directors by certified mail, return receipt requested or by personal delivery, at the address it has registered from time to time with the Secretary of the Association, which notice otherwise complies with the terms of the

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Bylaws as to regular and special meetings of the Board of Directors, and which notice shall set forth with reasonable particularity the agenda to be followed at said meeting; and

(b) The declarant shall have been given the opportunity at each such meeting, if Declarant so desires, to join in, or to have its representatives or agents join in, discussion of any prospective action, policy, or program to be implemented by the Board or the Association. The Declarant and its representatives or agents may make its concerns and suggestions known to the Members of the association or the Board. At such meeting Declarant shall have, and is hereby granted, a veto power over any such action, policy or program authorized by the Board of Directors, the Association officers, or Association membership, and to be taken by said Board, the officers or agents of the Association, or any individual Member of the association (if Association or Board approval is necessary for said Member's action). Except as set forth in subsection (iii) below, the Declarant veto must be exercised by Declarant, its representatives, or agents at or before the meeting to consider proposed action. The veto power shall not include the authority to require any affirmative action on behalf of the Board or the Association; and

(c) If any action, policy or program is to be implemented by prior consent without the formality of a meeting, then the Declarant shall be provided a written notice and description of the proposed action, policy or program at least ten (10) days in advance of such implementation, and Declaration shall have ten (10) days after receipt of such notice to exercise its veto.



6.4 Duties, Powers and Authority of the Association. The Association shall have all the powers of a non-profit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles of Incorporation, the Bylaws, or the Master Declaration. The Association shall have the power to do any and all lawful things which may be authorized, assigned, required or permitted to be done by the Master Declaration, any supplemental Declaration, the Articles of Incorporation and the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to , the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the maintenance, administration and improvement of the Forest Green Property, the Common Property and areas of Common Responsibility.

6.5 Special Voting Adjustments. Notwithstanding anything contained herein to the contrary, the voting rights of the Members shall be adjusted as follows:

(a) Owners of Parcels in the Residential Area shall have the sole votes on matters relating solely to the Residential Area, and to that part of the Common Area-Tract B which is west of the Storm Water Retention Area.

(b) Owners of Parcels in the Commercial Area shall have the sole votes on matters relating solely to the Commercial Area. The Owners of the Parcels in the Commercial Area shall have no vote with respect to matters concerning Common Area-Tract A and shall have no responsibility for any costs associated therewith.

(c) Owners of Parcels designated as Church Area shall have the sole votes on matters relating solely to the Church Area.

(d) The area comprising the Storm Water Retention Area may be enlarged to reduce or modify the buffer area in Common- Area- Tract A, by majority vote of all Members, subject to the veto rights of Declarant provided in 6.3 of these Article.

## ARTICLE VII

### DIRECTORS

7.1 The Affairs of the Association shall be managed by a Board of Directors consisting of no less than three (3) nor more than seven (7) Directors; provided, however, the Board shall consist of an odd number. The initial Board of Directors shall consist of three (3) Directors who shall hold office until the election of their successors as specified in the Bylaws.

7.2 The names and addresses of the members of the first Board of Directors, who shall hold office until their successors are elected and have qualified, or until their resignation or removal are as follows;

<u>Name</u>	<u>Address</u>
James B. Bryan, III	254 Driggs Drive Winter Park, FL 32793
Cheryl Schmidt	254 Driggs Drive Winter Park, FL 32793
Shermin Ladha	254 Driggs Drive Winter Park, FL 32793

## ARTICLE VIII

### MERGERS AND CONSOLIDATIONS

Subject to the provisions of the Declaration and to the extent permitted by law, the Association may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger or consolidation shall have the amount of two-thirds (2/3) of the votes of each Class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

## ARTICLE IX

### DEDICATION OF PROPERTIES OR

### TRANSFERS OF FUNCTION TO PUBLIC AGENCY OR UTILITY

The Association shall have power to acquire and dispose of real properties only as authorized under the Declaration.

## ARTICLE X

### INDEMNIFICATION

11.1 Subject to the conditions hereinafter set forth, the Association shall indemnify all of its Directors or officers or former Directors or officers or any person who may have served at its request as a Director or officer of any other corporation against reasonable expenses, including attorney's fees, settlement payment, judgments and fines actually incurred by them in connection with the defense of any action, suit or proceeding or threat or claim of such action, suit or proceeding, no matter by whom

brought or in any appeal in which they or any of them are made parties or a party by reason of being a director or officer of the Association or of such other corporation except in relation to matters as to which any such Director or officer shall be adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. Notwithstanding anything herein to the contrary, Directors or officers shall not be entitled to indemnification for any settlement payment unless such settlement payment be approved in advance by non-interested Directors.

11.2 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 if authorized by all of the non-interested Directors upon receipt of an undertaking by or on behalf of the Director or officer to repay such amount if it shall ultimately be determined that he is not to be indemnified by the Association as authorized by these Articles of Incorporation.

11.3 The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director or officer of the Association, or is or was serving at the request of the association as a Director or officer of another corporation 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 Association would have the power to indemnify him against such liability under the provisions of these Articles of Incorporation.

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ARTICLES XI-A

BYLAWS

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the By-Laws.

ARTICLE XI-B-LOCATION OF REGISTERED OFFICE

AND IDENTIFICATION OF REGISTERED AGENT

The County in the State of Florida where the principal office for the transaction of the business of this corporation is to be located is in the County of Orange. The name and address of this corporation's registered agent is as follows:

Shermin Ladha  
254 Driggs Drive  
Winter Park, Florida 32793

ARTICLE XII

AMENDMENTS

Amendments to the Article of Incorporation shall be proposed and adopted in the following manner:

13.1 Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

13.2 A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by seventy-five percent (75%) of the Members of the Association. Directors and Members not present in person or by proxy at the meeting to consider the amendment may express their approval in writing, providing such approval is delivered to the Secretary prior to such meeting. A resolution adopting

a proposed amendment must bear the approval of not less than a majority of the Board of Directors and by the affirmative vote of not less than seventy-five percent (75%) of the membership votes of the Association counted in the manner set forth in Article VI above.

13.3 In the alternative, an amendment may be made by an agreement signed and acknowledged by all members of the Association, in the manner required for the execution of deeds.

13.4 No amendment shall make any changes in, or be effective to impair or dilute any rights of Members that are governed by the Declaration as, for example, qualification for membership and voting rights of Members, which are part of the property created thereby.

13.5 So long as the Declarant shall own any lands within the Development Plan, no Declarant related amendment shall be made to the master Declaration, any supplemental declaration, or to the Articles or Bylaws of the Association unless such Amendment is first approved in writing by the Declarant. Any amendment shall be deemed to be Declarant related if it does any of the following:

(a) directly or indirectly by its provisions in practical application relates to the Declarant in a manner different from the manner in which it relates to the Owners;

(b) modifies the definitions provided for by Article I of this Master Declaration in a manner which alters the Declarant's rights or status;

(c) modifies or repeals any provision of Article II of the Master Declaration;

(d) alters the character and rights of membership as provided for by Article III of this Declaration or affects or modifies in any manner whatsoever the rights of Declarant as a Member of the Association;

(e) alters any previously recorded or written agreement with any public or quasi-public agencies, utility company, political subdivisions, public authorities or other similar agencies or bodies, respecting zoning, streets, roads, drives, easements or facilities;

(f) denies the right of the Declarant to convey to the Association Common properties;

(g) modifies the basis or manner of assessment as applicable to the Declarant or any lands owned by the Declarant;

(h) alters or repeals any of the Declarant's rights as provided for by any provision of the Master Declaration or Supplemental Declaration.

## ARTICLE XII

### SUBSCRIBERS

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

James B. Bryan III  
254 Driggs Drive  
Winter Park, FL 32793

IN WITNESS WHEREOF, the subscriber has hereunto affixed his signature on the 22nd day of August, 2000.

  
\_\_\_\_\_  
James B. Bryan, III

CERTIFICATE DESIGNATING PLACE OF BUSINESS FOR THE  
SERVICE OF PROCESS WITHIN FLORIDA AND REGISTERED  
AGENT UPON WHOM PROCESS MAY BE SERVED

In compliance with Sections 48.091 and 607.0501, Florida Statutes, the following is submitted:

Forest Green Property Owners' Association, Inc. (the "Corporation") desiring to organize as a domestic not for profit corporation or qualify under the laws of the State of Florida has named and Shermin Ladha as its Registered Agent to accept service of process within the State of Florida with its registered office located at 254 Driggs Drive, Winter Park, Florida 32793.

ACKNOWLEDGMENT

Having been named as Registered Agent for the Corporation at the place designated in this Certificate, I hereby agree to act in this capacity; and I am familiar with and accept the obligations of Section 607.0501, Florida Statutes, as the same may apply to the Corporation' and I further agree to comply with the provisions of Florida Statutes, Section 48.091 and all other statutes, all as the same may apply to the Corporation relating to the proper and complete performance of my duties as Registered Agent.

Dated this 22nd day of August, 2000.

  
\_\_\_\_\_  
Registered Agent

FILED  
00 AUG 23 PM 2:03  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA