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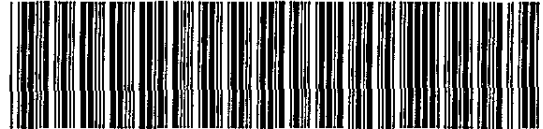
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TALLAHASSEE, FLORIDA

T. Burch AUG 1 2005

LAW OFFICES

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BIGMAN, LANE & BROCK, P.A.**

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WILLIAM E. LOUCKS
HARRY G. McCONNELL
FRANK J. YONG
Of Counsel

July 29, 2005

VIA Federal Express

CSC Networks
1201 Hays Street
Tallahassee, FL 32301

Re: Knap IPUD Property Owners' Association, Inc.

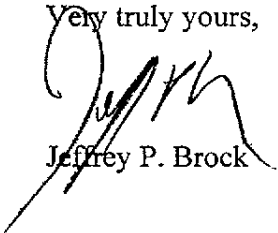
Gentlemen:

Enclosed is original and one copy of Articles of Incorporation for filing with the Florida Department of State. We enclose our firm check in the amount of \$78.75 in payment of the filing fee, etc.

Will you please return the original certified copy to this office via federal express.

Thank you for your assistance in this matter.

Very truly yours,


Jeffrey P. Brock

JPB/gr
Enclosures

**ARTICLES OF INCORPORATION
OF
KNAP IPUD PROPERTY OWNERS' ASSOCIATION, INC.
(A Florida Corporation Not for Profit)**

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned, for the purpose of forming a corporation not for profit under Chapter 617 of the Florida Statutes, hereby files these Articles of Incorporation and certifies as follows:

**ARTICLE I.
NAME OF CORPORATION**

The name of this Corporation is KNAP IPUD PROPERTY OWNERS' ASSOCIATION, INC. (hereinafter, the "Association").

**ARTICLE II.
DEFINITIONS**

Unless otherwise specifically provided in these Articles of Incorporation, all terms used in these Articles of Incorporation shall have the same definitions and meanings as those set forth in the Declaration of Covenants, Restrictions and Easements for Knap IPUD recorded or to be recorded in the Public Records of Volusia County, Florida, and as it may be amended and/or supplemented from time to time (hereinafter, the "Declaration")

**ARTICLE III. (A)
PURPOSES**

The purposes for which the Association is organized are as follows:

(A) To operate as a corporation not for profit pursuant to Chapter 617 and any other applicable provisions of the Florida Statutes, as they may be amended and/or renumbered from time to time. The Association does not contemplate pecuniary gain or profit. The Association shall not pay dividends and no part of any income of the Association shall be distributed to its Members, Directors or officers.

(B) To administer, enforce and carry out the terms, conditions, restrictions and provision of the Declaration as it may be amended and/or supplemented from time to time.

(C) To administer, enforce and carry out the terms and provisions of any other Declaration of Covenants, Conditions and Restrictions or similar document, submitting property to the jurisdiction of or assigning responsibilities, rights or duties to the Association.

ARTICLE III. (B)
POWERS AND DUTIES

The Association, acting through the Board of Directors, shall have the power and duty to:

- (A) Maintain, repair and replace the improvements, paving and landscaping included in the Common Areas;
- (B) Provide for, maintain and administer services for the benefit of the Members of the Association;
- (C) Obtain water, electric, telephone, sewer and such other utility services as may be required for the operation, management and/or repair of the Lands;
- (D) Grant easements, rights-of-way, or strips of land, where necessary, for utility and sewer facilities over the Common Areas to serve the Common Areas and other portions of the Development. Grant non-exclusive easements to business licensees and business invitees over certain designated portions of the Common Areas for access to Special Events;
- (E) Maintain such policy or policies of casualty or hazard insurance with respect to the Common Areas, improvements thereon and personal property owned by the Association, and providing such other insurance as directed by the Governing Documents;
- (F) Employ or contract with a Management Company to perform all or any part of the duties and responsibilities of the Association, and shall have the power to delegate its powers to committees, Directors, officers and employees;
- (G) To suspend, for a reasonable period of time, the rights of an Owner and/or an Owner's tenants, guests, licensees, agents, employees, contractors and/or invitees to use the Common Areas; and, the Association may levy reasonable fines against any Owner and/or that Owner's tenants, guests, licensees, agents, employees, contractors and/or invitees;
- (H) The Association shall be responsible for the maintenance, operation and repair of the

Surface Water or Storm Water Management System. Maintenance of the Surface Water or Storm Water Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance or other surface water or storm water management capabilities as permitted by the District. Any repair or reconstruction of the Surface Water or Storm Water Management System shall be as permitted or, if modified, as approved by the District;

- (I) To make, adopt, establish, amend and enforce rules and regulations regarding the use, operation, appearance, maintenance, repair and/or replacement of the Lands and any improvements that may be located thereon, including but not limited to, Common Areas, Lots, Owners, structures, improvements, landscaping and maintenance;
- (J) To exercise all of the common law and statutory powers of a not for profit corporation organized under the laws of the State of Florida, unless restricted by this Declaration, the Articles or the By-Laws;
- (K) To adopt and amend budgets;
- (L) To adopt and impose Assessments and Special Assessments to pay Common Expenses and any other costs related to the administration, operation, management and/or maintenance of the Common Areas, the Association and the Lands;
- (M) To create committees, and to appoint, remove and replace members to any committees created by the Board;
- (N) To borrow and to hold funds, select depositories, administer bank accounts of the Association, and to pay all expenses, including licenses, public assessments, taxes or government charges, incident to the purposes and powers of the Association, as set forth in the Governing Documents;
- (O) To own, purchase, sell, mortgage, lease, administer, manage, operate, maintain, improve, repair and/or replace real property and personal property;
- (P) To provide, purchase, sell, lease, acquire, replace, improve, maintain and/or repair such buildings, structures, pathways, improvements, landscaping, paving, equipment and property, both real and personal, as the Association, through its Board of Directors, in its discretion determines necessary or appropriate;
- (Q) To employ any personnel necessary to perform the obligations, services and/or duties required of or to be performed by the Association and/or to contract with others for the performance of such obligations, services and/or duties and to pay the costs

thereof in accordance with whatever contractual arrangement the Board of Directors may enter in its sole discretion;

- (R) To establish, maintain, operate and use reserve funds for items, services, property, repairs, maintenance, operation, management, replacements and/or any other purpose as the Board of Directors may determine in its sole discretion to be in the best interest of the Association;
- (S) To enter into agreements and/or contracts with professionals, including, but not limited to, attorneys and accountants, to assist the Association in its performance of the obligations, services and duties required of or to be performed by the Association.
- (T) To collect delinquent Assessments and Special Assessments by fine, claim of lien, suit or otherwise, and to file and defend any suit or other proceeding in pursuit of all legal, equitable and/or administrative remedies or defense of all claims relating to the Governing Documents and/or Florida law;
- (U) To fix, levy and collect Assessments for Common Expenses from Owners to defray the costs, expenses, reserves and losses incurred or to be incurred by the Association, and to use the proceeds thereof in the exercise of the Association's powers and duties;
- (V) To fix, levy and collect Special Assessments for Common Expenses from Owners to defray the costs, expenses, reserves, losses, damages and/or budget shortfalls incurred or to be incurred by the Association and to use the proceeds thereof in the exercise of the Association's powers and duties; and
- (W) To fix, levy and collect Special Assessments against an Owner or against each Owner to defray the costs, expenses, reserves, losses, damages and/or budget shortfalls incurred or to be incurred by the Association due to corrective action performed by the Association on the Lands.

ARTICLE IV. MEMBERSHIP

Section 1. Membership. Every Person who is an Owner of a Lot (including the Developer) shall be a Member of the Association. Notwithstanding the foregoing, any such Person who merely holds an ownership interest to a Lot as security for the performance of an obligation (for example, a Mortgage) shall not be a Member of the Association. Membership in the Association shall be appurtenant to and inseparable from the Lot giving rise to such membership, and any transfer of record title to a Lot shall operate automatically to transfer to the Owner the membership in the Association appurtenant to that Lot. The interest, if any, of a Member in the funds and assets

of the Association may not be assigned, hypothecated or transferred in any manner except as an appurtenance to the Member's Lot. Membership in the Association is mandatory for all Owners and membership shall continue, as to each Member, until such time as such Member sells, transfers or conveys that Member's fee simple interest in the Lot upon which that Member's membership is based or until such fee simple interest is transferred or conveyed by operation of law, at which time the membership in the Association will automatically pass to the grantee or transferee. Notwithstanding the foregoing, the Association shall not be obligated to recognize such a transfer or conveyance of membership until such time as the Association receives a true copy of the recorded deed or other written instrument establishing the transfer or conveyance of ownership of the Lot, and it shall be the responsibility of the new Owner of that Lot to provide such true copy of said deed or other written instrument to the Association.

Section 2. Voting Membership. The Association shall have two (2) classes of membership:

(a) Class "A". Class "A" Members shall be all Owners with the exception of the Developer for so long as Developer retains Class "B" voting rights. Each Class "A" Member shall have one (1) vote for each Lot owned by that Member. When more than one (1) Person is an Owner of any Lot, all such Persons shall be Members, but in no event shall there be more than one (1) Class "A" vote cast with respect to any Lot.

(b) Class "B". The Class "B" Member shall be the Developer. Until the control of the Association is transferred to the Class "A" Members, the Class "B" Member shall be entitled to one (1) vote for each Lot owned by Developer, plus two (2) votes for each vote to which the Class "A" Members are entitled to cast at the time such votes are taken.

Section 3. Multiple Owners. The vote for each Lot must be cast as a single vote, and fractional votes shall not be allowed. If joint or multiple Owners are unable to agree among themselves as to how their vote is to be cast, or if more than one (1) Class "A" vote is cast for any Lot, the vote for that Lot shall not be counted for any purpose except for establishing a quorum. If an Owner casts a vote on behalf of a Lot, it shall be conclusively presumed that Owner was acting with the authority and consent of all Owners of that Lot.

Section 4. Transition of Association Control. The Developer shall effect a transition of the control of the Association to the Class "A" Members when: (a) at least ninety-five percent (95%) of the platted Lots within the Development have been conveyed to Owners other than the Developer; or (b) at such earlier time as Developer, in its sole discretion, may so elect by recording notice of such election in the Public Records of the County.

Section 5. Voting by Proxy. All Members entitled to vote may do so by proxy. Any proxy shall be delivered to the Secretary of the Association's Board of Directors or another

authorized person so designated by the Board of Directors. No proxy shall be valid after ninety (90) days from the date the proxy is signed by the Member. Every proxy shall be revocable at any time in the discretion of the Member executing that proxy.

Section 6. No Cumulative Voting. There shall be no cumulative voting on any issue, matter or candidate that is the subject of a vote by the Association's membership.

Section 7. Percentage of Members. When reference is made in these Articles of Incorporation or the By-Laws to a majority, specific percentage or fraction of Members, such reference shall be deemed to be a reference to a majority, specific percentage or fraction of the votes eligible to be cast and not of the Members themselves.

ARTICLES V. **BOARD OF DIRECTORS**

The affairs, operation and property of the Association shall be managed and administered by a Board of Directors consisting of at least three (3) and no more than seven (7) members, as may be determined from time to time as provided in the By-Laws. While Class "B" membership exists, the Board of Directors shall consist of three (3) members. All of the duties, power and authority of the Association existing under Florida law, the Declaration, these Articles and/or the By-Laws shall be exercised exclusively by the Board of Directors, subject to approval by the Members only when specifically required. The names and street addresses of persons who are to act in the capacity of Director until appointment or election of their successors are:

<u>Name</u>	<u>Address</u>
Charles L. Strasser	1042 N. U.S. Hwy 1 Ormond Beach, FL 32174
Bruce Rossmeyer	1042 N. U.S. Hwy 1 Ormond Beach, FL 32174
Bryan Collyer	1042 N. U.S. Hwy 1 Ormond Beach, FL 32174

Any other provision of these Articles notwithstanding, the Developer shall be entitled to appoint and remove any Director while Class "B" membership exists. When Class "B" membership terminates, the Class "A" Members shall elect Directors by written ballot at the annual meeting of the Association's membership. A Member must be current in the payment of all Assessments to be eligible to run for and hold the position of Director. Directors must be

natural persons who are eighteen (18) years of age or older. All Directors, except those designated or appointed by the Developer, shall be Members of the Association.

Any vacancies on the Board shall be filled as set forth in the By-Laws.

ARTICLE VI. **OFFICERS**

The officers of the Association may include a President, a Vice President, a Secretary, a Treasurer and such other officers as the Board of Directors may from time to time by resolution create. The officers shall be elected by the Board of Directors and the officers shall serve at the pleasure of the Board of Directors. The names of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>OFFICE</u>		<u>NAME</u>
President	-	Charles L. Strasser
Vice President & Treasurer	-	Bruce Rossmeyer
Secretary	-	Bryan Collyer

ARTICLE VII. **PRINCIPAL OFFICE**

The initial principal place of business and mailing address of the Association is 1042 North U.S. Highway 1, Ormond Beach, Florida 32174.

ARTICLE VIII. **INCORPORATORS**

The Incorporator is Strasser Development Parcel D, LLC, a Florida limited liability company with an address of 1042 North U.S. Highway 1, Ormond Beach, Florida 32174. The rights and interests of the Incorporator shall automatically terminate when these Articles are filed with the Office of the Secretary of State.

ARTICLE IX. **BY-LAWS**

The By-Laws of the Association shall be initially adopted by a majority vote of the Association's Board of Directors, and thereafter may be altered, amended, repealed and/or rescinded in the manner provided in the By-Laws. In the event of a conflict between the provisions of these Articles and the provisions of the By-Laws, the provisions of these Articles shall control.

ARTICLE X.
EXISTENCE AND DURATION

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Office of the Secretary of State. The Association shall exist in perpetuity, unless dissolved pursuant to the provisions of Article XIII below.

ARTICLE XI.
DISSOLUTION AND SUCCESSOR ENTITIES

The Association may be dissolved only with the consent in writing by: (a) Members representing at least two-thirds (2/3) of the total Class "A" votes; (b) at least two-thirds (2/3) of all holders of Mortgages and liens on the Lots; and (c) by Volusia County, Florida. In the event of the dissolution of the Association, or any successor entity thereto, other than incident to a merger or consolidation, any property dedicated or conveyed to the Association shall be transferred to either a successor entity or an appropriate governmental agency or public body to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to a non-profit corporation, association, trust or other organization to be devoted to such similar purposes. In the event of termination, dissolution or liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water or Storm Water Management System must be transferred to and accepted by an entity which complies with Section 40C-42.027, F.A.C., and be approved by the District prior to such termination, dissolution or liquidation.

ARTICLE XII.
SEVERABILITY

Invalidation of any of these Articles or portions thereof by judgment, court order, or operation of law shall in no way affect any other provisions, which shall remain in full force and effect.

ARTICLE XIII.
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 444 Seabreeze Blvd., Suite 900, Daytona Beach, Florida 32118, and the initial Registered Agent of the Association shall be Jeffrey P. Brock. The Association may change its registered agent or the location of its registered office, or both, from time to time, without having to amend these Articles of Incorporation.

ARTICLE XIV. **INDEMNIFICATION**

Section 1. The Association shall defend, indemnify and hold harmless any person of the 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 person is or was a Director, officer, committee member, employee or agent of the 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 that person acted in good faith, and, with respect to any criminal action or proceedings, he or she had no reasonable cause to believe his or her 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 or her in connection with the defense or settlement of an action or suit by or in the right of the Association, if he or she acted in good faith.

Section 2. 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 or her conduct was unlawful.

Section 3. 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 4. Any indemnification under Article XIV, Section 1 of these Articles of Incorporation (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 or officer, Committee member, employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Article XIV, Section 1 of these Articles of

Incorporation. Such determination shall be made (a) 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 (b) 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 Association.

Section 5. Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the 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 Association of an undertaking by or on behalf of the Director or officer to repay such amounts if it shall later develop that he or she is not entitled to be indemnified by the Association.

Section 6. The indemnification provided by this Article XIV shall not be deemed exclusive of any other rights to which the Association's Directors, officers, committee members, employees or agents may be entitled under the 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 7. Notwithstanding the foregoing provisions, indemnification provided under this Article IX shall not include indemnification for any action of a Director, officer, committee member, agent or employee of the Association for which indemnification is deemed to be against public policy. In the event that indemnification provided under this Article XIV is deemed to be against public policy, such an event shall not invalidate or affect any other right or indemnification herein provided.

Section 8. The 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 Association in any of his or her capacities as described in Article XIV, Section 1 of these Articles of Incorporation, whether or not the Association would have the power to indemnify him or her under this Article XIV.

Section 9. Any person requesting indemnification shall first look to any insurance maintained by the Association for indemnification against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement (as described above). The Association shall be obligated to indemnify such person (if entitled to indemnification by the 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 Association, the Association shall have no obligation to reimburse the insurance company.

ARTICLE XV.

AMENDMENTS

Amendments to these Articles of Incorporation shall be proposed and adopted as follows:

A. The Board of Directors, by majority vote, must adopt a resolution setting forth the proposed amendment(s); and

Written notice of the content of the proposed amendment(s) must be given to all Members of the Association at least fourteen (14) days prior to the date of the meeting when the vote on the proposed amendment(s) will take place. In addition to the content of the proposed amendment(s), the Association shall provide the date, time and location for the meeting where the vote will take place. For purposes of this Article XV(A), the notice will be considered to have been properly sent to the Association's membership when personally delivered or deposited in the United States Mail, postage prepaid, by the Association, its employees, agents, officers or Directors, to the address of the Person who appears as a Member in the records of the Association on the date of such delivery or mailing.

B. Any proposed amendment to these Articles of Incorporation must be submitted to a vote by the Members for approval. Members representing at least sixty-seven percent (67%) of the total number of votes in the Association, who appear either in person or by proxy at any duly called meeting of the Association's membership at which a quorum is attained, must vote in favor of adopting the amendment(s).

C. If an amendment is adopted by the Members pursuant to Article XV(B) of these Articles, a copy of that amendment must be filed with the State of Florida Secretary of State, and a copy that has been certified by Office of the Secretary of State shall be recorded in the Public Records of Volusia County, Florida. Any amendment to these Articles shall be effective on the date it is accepted and filed by the Office of the Secretary of State.

IN WITNESS WHEREOF, the Incorporator of the Knap IPUD Property Owners' Association, Inc. have hereunto affixed my signature this 29 day of July, 2005.

**Strasser Development Parcel D, LLC,
a Florida limited liability company**

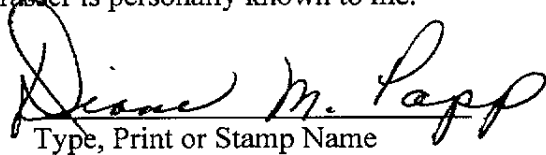
By: Charles L. Strasser
Charles L. Strasser, managing member

The undersigned hereby accepts the designation of Registered Agent of Knap IPUD Property Owners' Association, Inc. as set forth in Article XV of these Articles.


Jeffrey P. Brock

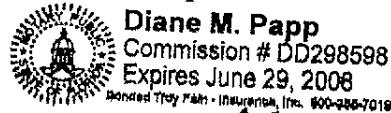
STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 29th day of July, 2005, by Charles L. Strasser, as managing member and on behalf of Strasser Development Parcel D, LLC, a Florida limited liability company. Charles L. Strasser is personally known to me.

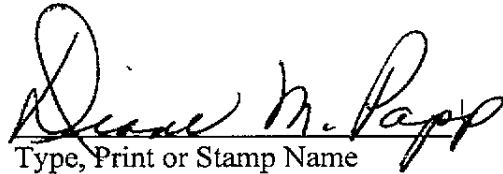

Type, Print or Stamp Name

My commission expires:

STATE OF FLORIDA
COUNTY OF VOLUSIA



The foregoing instrument was acknowledged before me this 29th day of July, 2005, by Jeffrey P. Brock who is personally known to me.


Type, Print or Stamp Name

My commission expires:

