

Division of Corporations

Page 1 of 1

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FLORIDA PROFIT/NON PROFIT CORPORATION
SADDLE RIDGE FARMS PROPERTY OWNERS ASSOCIATION, INC.

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**ARTICLES OF INCORPORATION
OF
SADDLE RIDGE FARMS PROPERTY OWNERS ASSOCIATION, INC.
A Florida Corporation Not for Profit**

ARTICLE I - NAME

The name of this corporation shall be **SADDLE RIDGE FARMS PROPERTY OWNERS ASSOCIATION, INC.** (the "Association"), located in Volusia County, Florida. The street address of the corporation's registered office and the mailing address of the corporation is 483 N. Beach Street, Ormond Beach, Florida 32174.

ARTICLE II - PURPOSES AND POWERS

This association is organized for the purpose of providing an entity under the Florida Statute 720 for the operation of a development located in Volusia County, Florida, and known as SADDLE RIDGE FARMS, which is created pursuant to the Declaration of Covenants, Conditions, Restrictions and Easements of Saddle Ridge Farms ("Declaration") to be recorded in the Public Records of Volusia County, Florida. To accomplish the foregoing, the corporation shall have all corporate powers permitted under Florida law.

Some specific purposes for which the Association is formed are as follows:

(a) To acquire, own, equip, manage, maintain, and repair the Common Property, if any, and the Road Easements, Utility Easements and Recreation Easements of SADDLE RIDGE FARMS, in Volusia County, Florida, for the benefit of the Members of the Association upon such terms and conditions so as to meet the expense thereof;

(b) To enforce the Covenants and Restrictions of SADDLE RIDGE FARMS, that are or will be recorded in the public records of Volusia County, Florida;

(c) To establish and collect assessments from the owners of lots within SADDLE RIDGE FARMS, for the purpose of operating, maintaining, insuring, and improving the Common Area, if any, and the Easements and to impose and enforce liens for such assessments, by legal action, if necessary, including but not limited to levy and collection of adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or storm-water management system, if any. The assessments shall be used for the maintenance and repair of the surface water or storm-water management systems including, but not limited to, work within retention areas, drainage structures and drainage Easements;

(d) To purchase and maintain such personal property as may be necessary or useful in the conduct of the Association's business; and

(e) In furtherance of the foregoing, to engage in any activity permitted to a corporation not-for-profit under Chapter 720 and Chapter 617, Florida Statutes.

(f) To operate, maintain and manage the surface water or storm-water management system(s) in a manner consistent with the applicable St. Johns River Water Management District permit including but not limited to requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained therein.

(g) To purchase insurance in regard to the Common Area, if any, and the Easements and insurance for the protection of the Association and its members as Lot Owners.

(h) To reconstruct after casualty and to further improve the Property.

(i) To make and amend reasonable rules and regulations respecting the use of the Development.

(k) To enforce by legal means the provisions of the Florida law, the Declaration, these Articles, the Bylaws of the Association and the Rules and Regulations of the Development.

(l) To contract for the management of the Development and to delegate to such manager all or any part of powers and duties of the Association, except where the Declaration or law specifically prohibits the delegation of those powers or duties.

(m) To employ personnel to perform the services required to maintain proper operation of the Development.

(n) To sue or be sued with respect to the exercise or non-exercise of its powers.

(o) To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Association in the Declaration or law.

(p) To grant easements in the Common Property and licenses over Easements for access to the Development to those providing service to the Development and to grant utility and other public easements to utility companies, governmental agencies, and other public companies which serve the Development.

(q) To take all necessary action to comply with all ordinances, lawful regulations or other requirements of the County of Volusia, St. Johns Water Management or any other governmental entity having jurisdiction over the Property.

The Association has the power to purchase Lots, and such other property (wherever situated) as may be approved by two-thirds (2/3) of the members as a group in accordance with the provisions of the Declaration, these Articles of Incorporation and the Bylaws.

All of the Association's assets and income shall be used exclusively for the purposes set forth herein and no part of the assets or income of this Association shall inure to the benefit of any individual member or other person. The Association may, however, reimburse its members for actual expenses incurred for or in behalf of the Association and may pay compensation in a reasonable amount to its members for actual services rendered to the Association as permitted by law.

In the operation of the Development, the Association will be the agent of the Owners of Lots in the Development ("Owners"). A copy of these Articles is attached as Exhibit to the Declaration. The definitions set forth in the Declaration apply to the terms and provisions of these Article of Incorporation.

ARTICLE III - MEMBERS

As is set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for SADDLE RIDGE FARMS (the "Declaration") and as may be regulated by the Bylaws, every person or entity who is a record Owner of an interest in any Lot within the Development known as SADDLE RIDGE FARMS shall be a member of the Association. The foregoing shall not include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be on the terms and conditions as set forth herein and as regulated by the Board of Directors of the Association, and it shall be appurtenant to and may not be separated from the ownership of any lot in SADDLE RIDGE FARMS.

ARTICLE IV - TERM

This Association shall have perpetual existence.

ARTICLE V - VOTING

The Association shall have two classes of voting memberships as provided in the Declaration and the Bylaws.

Class A Members are all Owners of Lots other than Developer. Class A Members will be entitled to one vote for each Lot owned.

The Class B Member is the Developer, who shall be entitled to five (5) votes in all matters for each Lot owned until Class B Membership is converted to Class A Membership, as more fully provided in the Declaration and the Bylaws. When more than one person or an entity holds an ownership interest in any Lot, all owners of the Lot or owners of the entity shall be Members. The vote or votes for each lot shall be exercised by only one member, however, designated in writing to the Association.

ARTICLE VI- REGISTERED AGENT

The name and address of the Registered Agent of the corporation is Peter M. Glover. 483 N. Beach Street, Ormond Beach, Florida 32174.

ARTICLE VII- MANAGEMENT

The affairs and business of the Association shall be managed by a Board of Directors and by the following officers: President, Vice President, Secretary, and Treasurer, and such other officers as the Board shall appoint. The officers shall be elected by the Board of the Association and shall all be Board Members.

A person may hold one or more offices.

ARTICLE VIII- OFFICERS

Peter M. Glover 483 N. Beach Street Ormond Beach, FL 32174	President
Ray Ferguson 12865 John Anderson Drive Ormond Beach, FL 32176	Vice President
Kevin M. O'Dwyer 1429 Oak Forest Drive Ormond Beach, FL 32174	Secretary/Treasurer

ARTICLE IV - DIRECTORS

Section 1. The Association shall have three directors initially. The number of directors may be either increased or decreased from time to time as provided by the Bylaws but shall never be fewer than three.

Section 2. The names and addresses of the persons who are to serve on the first Board are:

<u>Name</u>	<u>Address</u>
Peter M. Glover	483 N. Beach Street Ormond Beach, FL 32174
Ray Ferguson	12865 John Anderson Drive Ormond Beach, FL 32176
Kevin M. O'Dwyer	1429 Oak Forest Drive Ormond Beach, FL 32174

Section 3. The initial directors shall serve until the first annual meeting of the Association, and thereafter as provided in Section 4 below.

Section 4. The Developer shall comply with Florida Statutes Section 720 in relation to transition of Association control in a community. Until the first meeting three months following the date on which the Developer has been paid in full any sums owed it by the Association and has conveyed away more than ninety percent (90%) of the lots within SADDLE RIDGE FARMS, the Developer shall appoint at least two of the three members of the Board who shall serve at the pleasure of the Developer. The members of the Association other than the Developer may elect the remaining member of the Board. At the first meeting three months following the date on which the Developer has been paid in full and has conveyed ownership of more than ninety percent (90%) of the lots within SADDLE RIDGE FARMS, the Members of the Association including the Developer shall elect the members of the Board by a plurality of the votes cast at such election. The Developer reserves the right to turn over the Association at an earlier date. At the first election by the full membership of replacements for the directors appointed by the Developer, such directors shall be elected to terms so that each year for the following three (3) years the term of one (1) of the three (3) directors shall expire. Thereafter all directors shall serve for terms of three (3) years. It is the intent of this Section that following the expiration of the power of appointment by the Developer and the election of a full Board, one (1) directors term will expire each year.

Section 5. In the event of the removal, resignation, death, or other vacancy of a director the vacancy shall be filled by the Developer if such director had been appointed by the Developer, otherwise it shall be filled by the Board. The replacement director shall serve the remainder of the term of the predecessor.

Section 6. No member of the Board or any committee of the Association or any officer of the Association, or the Developer, or any employee of the Association, shall be personally liable to any member of the Association, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of such person or group, provided that such person or group has, upon the basis of such information as may be possessed by said person(s), acted in good faith, without willful or intentional misconduct.

Section 7. The Board of Directors shall determine the amounts of the normal and special assessments for each Development. Assessments shall be assessed equally against all lots within the respective Development but not in such an amount that would cause the Association to be in violation of Chapter 720 Florida Statutes. No assessments shall be made against Lots owned by the Developer during the Budget Guarantee period as provided in the Declaration and the Bylaws. Where there are multiple owners of any lot or lots such owners shall be jointly and severally liable for the payment of the assessments. In establishing the amount of the assessments, the Board may not provide that a member other than the Developer shall pay no assessments. The assessments shall be fixed by the Board annually and shall be based upon the costs and expenses expected to be incurred in owning, operating, maintaining, and improving Association properties in the coming year and on the establishment of reasonable reserves for future use as deemed advisable by the Board. The normal assessments may include any amounts to cover deficiencies from the previous year, or, at the end of each year the Board as an alternative to increasing the coming year's assessments, may make a special assessment above and beyond the annual assessment if the costs and expenses of owning, operating, maintaining, and

improving Association properties in that year exceeded the amount of the normal assessments and other income earlier received by the Association.

ARTICLE X - BYLAWS

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded by a majority of the members as provided in the Bylaws.

ARTICLE XI - AMENDMENTS

Amendments to the Articles of Incorporation shall be approved by the Board of Directors, proposed by them to the Members and approved at the meeting by a two-thirds (2/3rds) vote of the voting interests of the Association, provided that not less than thirty (30) days notice by mail shall have been given to all of the Members setting forth the proposed amendment.

ARTICLE XII - DISSOLUTION

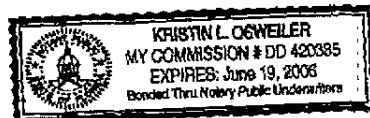
In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or storm-water management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

IN WITNESS WHEREOF, the undersigned directors of the corporation have hereunto set their hands and seals at Daytona Beach, Florida, this 10th day of February, 2006.


PETER M. GLOVER

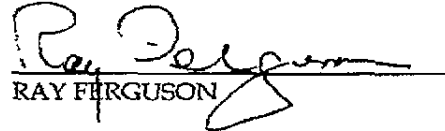
STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 10th day of FEB, 2006 by Peter M. Glover, who are personally known to me.




Notary Public
My Commission Expires

IN WITNESS WHEREOF, the undersigned directors of the corporation have hereunto set their hands and seals at Daytona Beach, Florida, this 07 day of February, 2006.


RAY FERGUSON


STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 07 day of Feb., 2006 by Ray Ferguson, who are personally known to me.




Notary Public
My Commission Expires

IN WITNESS WHEREOF, the undersigned directors of the corporation have hereunto set their hands and seals at Daytona Beach, Florida, this 07 day of February, 2006.


KEVIN M. O'DWYER

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 07 day of Feb., 2006 by Kevin M. O'Dwyer, who are personally known to me.




Notary Public
My Commission Expires

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE-STATED CORPORATION, AT THE PLACE DESIGNATED HEREIN, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I ACCEPT THE DUTIES AND OBLIGATIONS OF SECTION 607.325 FLORIDA STATUTES.


PETER M. GLOVER

Registered Agent

Dated: 2/6/06

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TALLAHASSEE, FLORIDA