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**FLORIDA PROFIT/NON PROFIT CORPORATION**

**Sawmill Creek Master Association, Inc.**

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA**ARTICLES OF INCORPORATION OF  
SAWMILL CREEK MASTER ASSOCIATION, INC.**

The undersigned incorporator hereby acknowledges and adopts these Articles of Incorporation (these "Articles") for the purpose of forming a corporation not for profit under the laws of the State of Florida.

**ARTICLE I**  
**DEFINITIONS**

**Section 1. Declaration.** "Declaration" shall mean and refer to the Master Declaration of Covenants, Conditions and Restrictions for Sawmill Creek recorded or to be recorded by Declarant in the Public Records of Flagler County, Florida, as amended and supplemented from time to time.

**Section 2. Defined Terms.** All capitalized terms used in these Articles that are not expressly defined in these Articles shall have the definitions and meanings assigned to those terms by the Declaration and the said definitions and meanings are hereby incorporated herein by this reference.

**ARTICLE II**  
**NAME**

The name of the corporation is SAWMILL CREEK MASTER ASSOCIATION, INC. For convenience, the corporation is sometimes referred to herein as the "Master Association."

**ARTICLE III**  
**COMMENCEMENT, DURATION AND TERMINATION**

The Master Association shall commence existence upon the filing of these Articles with the Florida Department of State. The corporation shall have perpetual existence. In the event of termination, dissolution or final liquidation of the Master Association, the responsibility for the maintenance, repair, replacement and operation portions of the Surface Water or Stormwater Management System that are the responsibility of the Master Association shall be transferred to and accepted by an entity that would comply with Section 40C-42.027, Florida Administrative Code, and be approved in writing by the District prior to such termination, dissolution or liquidation.

**ARTICLE IV**  
**PRINCIPAL OFFICE AND MAILING ADDRESS**

The initial principal office and mailing address of the Master Association is One Corporate Drive, Suite 2B, Palm Coast, Florida 32137. The Board may change the principal office and/or mailing address of the Master Association at any time and from time to time without amending these Articles.

**ARTICLE V**  
**REGISTERED OFFICE AND REGISTERED AGENT**

The street address of the initial registered office of the Master Association is One Corporate Drive, Suite 2B, Palm Coast, Florida 32137, and the initial registered agent at that address is Robert

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D. Devora. The Board may change the registered office and/or registered agent of the Master Association at any time and from time to time without amending these Articles.

**ARTICLE VI**  
**PURPOSE**

The purpose for which the Master Association is organized is to carry out the duties imposed, and to exercise the powers conferred, on the Master Association pursuant to the Governing Documents. Without limiting the generality of the foregoing, except to the extent performed by the CDD or a Neighborhood Association, the Master Association shall operate, maintain and repair the Surface Water or Stormwater Management System in accordance with the District Permit and applicable District requirements, and the Master Association shall enforce the provisions of the Governing Documents which relate to the Surface Water or Stormwater Management System. The Master Association shall levy and collect adequate Assessments against the Owners to pay the costs incurred by the Master Association for the operation, maintenance and repair of the Surface Water or Stormwater Management System.

**ARTICLE VII**  
**DIRECTORS**

**Section 1. Qualifications and Number.** The property, business and affairs of the Master Association shall be managed by a board of directors consisting of the number of directors determined in the manner provided by the Bylaws.

**Section 2. Election and Removal.** Directors of the Master Association shall be elected in the manner determined by, and subject to the qualifications set forth in, the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

**ARTICLE XII**  
**EXCULPATION AND INDEMNIFICATION**

All agreements entered into by the directors and officers of the Master Association on behalf of, and with the authority of, the Master Association shall be deemed executed by them as agent for the Master Association and the Master Association shall indemnify and hold them harmless from and against all contractual liabilities to others arising out of such agreements.

Except to the extent a director or officer has knowledge concerning a matter in question that makes reliance unwarranted, a director or officer, in discharging his or her duties, may rely on any information, opinion, report or statement, including any financial statement and supporting data, if prepared or presented by any officer or employee of the Master Association whom the director or officer reasonably believes to be competent in the matters presented, any legal counsel, public accountant or other person as to any matter the director or officer reasonably believes is within the person's professional or expert competence, or any committee of directors if the director or officer reasonably believes the committee merits confidence.

In the absence of bad faith, illegality and gross negligence, no director or officer of the Master Association shall be liable to the Master Association or any Owner for any decision, action or

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omission made or performed by such director or officer in the course of his or her duties on behalf of the Master Association.

The Master Association shall defend, indemnify and hold harmless any person who is made a party or is threatened to be made a party to any action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a director or officer of the Master Association, but only if and to the extent he or she acted in good faith, without gross negligence or intentional wrongdoing, and, with respect to any criminal action or proceeding, he or she believed his or her conduct was lawful. This obligation includes, without limitation, payment of any judgment, fine, penalty, interest, settlement amount and expense (including but not limited to court costs and reasonable attorney, paralegal and expert fees and disbursements, and any other cost or expense reasonably incurred in connection with any litigation or administrative, bankruptcy or reorganization proceeding) actually and reasonably incurred by him or her in connection with any such action, suit or proceeding.

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, that the person acted in a grossly negligent manner, or, with respect to any criminal action or proceeding, that the person did not believe that his or her conduct was lawful.

Expenses incurred in defending an action, suit or proceeding covered by this article shall be paid by the Master Association as incurred from time to time rather than only after the final disposition of such action, suit or proceeding. Payment of such expenses shall be authorized by the Board 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 or she is not entitled to be defended, indemnified and held harmless by the Master Association.

The defense, indemnification and hold harmless provided by this article shall not be deemed to be exclusive of any other rights to which the Master Association's directors and officers may be entitled under the Governing Documents, any agreement binding on the Master Association, any vote of the Members or disinterested directors, applicable law or otherwise. The rights of defense, indemnification and hold harmless hereunder shall continue as to a person who has ceased to be a director or officer for all actions, events and circumstances taken or occurring while he or she held office and said rights shall inure to the benefit of the personal representatives and heirs of any such person.

The Master Association shall have the power, but it shall not be obligated, to purchase and maintain, at Common Expense, insurance to provide coverage for any liability asserted against, or any expense incurred by, any director or officer of the Master Association in his or her capacity as such, whether or not the Master Association would have the obligation to defend or indemnify him or her, or to hold him or her harmless, pursuant to this article.

The Master Association shall be only obligated to indemnify a person otherwise entitled to indemnification under this article if and to the extent such person is not indemnified by any insurance maintained by the Master Association or that person. Accordingly, any person otherwise entitled to indemnification under this article shall first seek indemnification from any insurance maintained by the Master Association or that person before seeking indemnification from the Master Association. If and to the extent any judgment, fine, penalty, interest, settlement amount or expense is paid

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pursuant to insurance maintained by the Master Association or the person entitled to indemnification, the Master Association shall have no obligation to reimburse the insurance company.

**ARTICLE XIV**  
**TRANSACTION IN WHICH DIRECTOR OR OFFICER IS INTERESTED**

No contract or transaction between the Master Association and any director or officer, or between the Master Association and any Affiliate or other entity in which any director or officer of the Master Association serves as a director or officer, or has a financial interest, shall be invalid, void or voidable solely for such reason, or solely because the director or officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because his, her or their votes are counted for such purpose. No director or officer of the Master Association shall incur liability by reason of the fact that he or she is, or may become, interested in any such contract or transaction. Interested directors may be counted in determining the presence of a quorum at a meeting of the Board or of a committee which authorized the contract or transaction.

**ARTICLE XV**  
**AMENDMENTS**

**Section 1. Members.** Except as otherwise expressly required by law or these Articles, these Articles may be amended by the Members in accordance with this section. The Members may amend any provision of these Articles by either one of the following methods: (a) by written agreement (the "Member Articles Amendment Agreement") setting forth the amendment and signed by the holders of at least two-thirds (2/3) of the votes in the Master Association (without regard to class), or (b) by the casting of votes, in person or by proxy, by Members holding at least two-thirds (2/3) of the votes in the Master Association (without regard to class) in favor of a resolution (the "Member Articles Amendment Resolution") approving the amendment at a duly-convened annual or special meeting of the Members. An amendment by the Members may be proposed by Declarant (for so long as Declarant owns any portion of the Properties or has any right to annex to the Declaration any portion of the Property Not Annexed), by the Board, or by petition signed by the holders of at least ten percent (10%) of the votes in the Master Association.

Except as provided in the next sentence, each amendment made by the Members pursuant to this section shall take effect upon the filing of the amendment with the Florida Department of State in accordance with Florida law and the recordation in the Public Records of the executed and acknowledged Member Articles Amendment Agreement (if the amendment was adopted by written agreement) or, in the alternative, a fully executed and acknowledged certificate signed by an officer of the Master Association certifying that the copy of the Member Articles Amendment Resolution attached thereto is a true and correct copy of the Member Articles Amendment Resolution duly adopted by the affirmative vote of Members holding at least two-thirds (2/3) of the votes in the Master Association at a duly-convened meeting of the Members (if the amendment was approved by vote). The foregoing is subject to the exception that, if the amendment expressly provides for a later effective date, the later effective date shall control.

Any provision of these Articles to the contrary notwithstanding, for so long as Declarant owns any portion of the Properties or has any right to annex to the Declaration any portion of the Property Not Annexed, no amendment may be made to any of the Governing Documents that may materially, adversely affect Declarant unless the amendment is first approved in writing by

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Declarant. Amendments that will be considered to materially, adversely affect Declarant include, but they are not limited to, any amendment that does any of the following: (a) directly or indirectly by its provisions or in practical application relates to Declarant in a manner different from the manner in which it relates to other Owners; (b) modifies the definitions provided for by Article I of the Declaration in a manner which alters Declarant's rights or status; (c) modifies or repeals any provision of Article II of the Declaration; (d) alters the nature or rights of membership as provided for by Article III of the Declaration; (e) alters or conflicts with any agreement between Declarant and any governmental or quasi-governmental authority or utility provider respecting any land use or zoning approval or entitlement, street, easement or facility pertaining to or serving any of the Properties; (f) interferes with Declarant's right to convey any Common Property or Limited Common Property to the Master Association; (g) modifies the basis or manner of assessment, or exemption from assessment, applicable to Declarant or any portion of the Properties owned by Declarant; or (h) alters or repeals any provision of the Governing Documents pertaining to Declarant's rights, such as but not limited to the easements created in favor of, or reserved to, Declarant over, under and through the Common Property and Limited Common Property pursuant to Article IV of the Declaration.

**Section 2. Declarant.** Until the Turnover Date, Declarant may unilaterally amend these Articles for any purpose, including, but not limited to, satisfying the requirements of any of the following: (a) any applicable governmental statute, rule, regulation or judicial determination; (b) any local, state, or federal governmental agency; (c) any title insurance company proposing to issue title insurance coverage on any Unit or other portion of the Properties; and (d) any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, Federal Department of Housing and Urban Development, Federal Housing Administration, or Veteran's Administration, proposing to make, purchase, insure, or guarantee any mortgage loan on any Unit or other portion of the Properties.

Except as otherwise expressly provided in the next sentence, no amendment by Declarant pursuant to this section shall require any approval, consent or joinder by the Master Association, any Owner or the holder of any mortgage or other lien upon any of the Properties. The preceding sentence is subject to the exceptions that an amendment by Declarant pursuant to this section may not materially and adversely alter the proportionate voting interest appurtenant to any Unit or increase the proportion or percentage by which any Owner shares in the Common Expense or Limited Common Expense of the Master Association beyond any such alteration or increase that is expressly permitted by the Declaration unless the adversely affected Owner and all record owners of liens on the adversely affected Owner's Unit, if any, join in the execution of the amendment. For purposes of this section, a change in any quorum requirement shall not be deemed a material or adverse alteration of voting interests and the signing and recording of a Supplemental Declaration for the purpose of annexing Additional Property to the Declaration pursuant to Article II thereof shall not be deemed an amendment to these Articles.

Except as provided in the next sentence, each amendment of these Articles made by Declarant pursuant to this section shall take effect on the date a written instrument setting forth the amendment to these Articles, executed and acknowledged by Declarant and any Owner or mortgage holder whose joinder is expressly required by this section, is filed with the Florida Department of State in accordance with Florida law and recorded in the Public Records. The foregoing is subject to the exception that, if the amendment expressly provides for a later effective date, the later effective date shall control.

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**Section 3. Reliance.** Each Member Articles Amendment Agreement, each certified copy of a Member Articles Amendment Resolution and each amendment by Declarant recorded in the Public Records shall be binding upon, and conclusive in favor of, all persons and entities having any interest in the Properties and no such person or entity shall have any duty or obligation to inquire regarding any fact or circumstance pertaining to adoption of the amendment described therein.

**Section 4. Governmental Agency Approvals.** Any provision of these Articles to the contrary notwithstanding, any amendment to these Articles which alters any provision relating to the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Property or any Limited Common Property, must have the prior written approval of the District.

Any provision of these Articles to the contrary notwithstanding, until the Turnover Date, if any one or more of Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, or the Veteran's Administration requires approval or consent by any one or more of said agencies or entities to any merger or consolidation involving the Master Association, or to any dissolution of the Master Association, as a condition of making, insuring, purchasing or guaranteeing any loan on any Unit in the Properties, and any such loan has been approved, insured, purchased or guaranteed by the applicable agency or entity at the time of the proposed merger, consolidation, or dissolution, then the required consent or approval shall be obtained.

**Section 5. Limitation.** These Articles may not be amended or interpreted so as to conflict with the Declaration.

#### **ARTICLE XVI** **INCONSISTENCY AND SEVERABILITY**

In the event of any inconsistency between the Declaration and these Articles, the Declaration shall control. These Articles shall be effective to the fullest extent permitted by law. The invalidation of any provision of these Articles shall not affect or modify any other provision and all other provisions shall remain in full force and effect. If any provision of these Articles, or the application thereof to any person or circumstance, shall for any reason and to any extent be determined or held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remainder of these Articles and the application of such provision to any other persons or circumstances as to which it is legal, valid and enforceable, if any, shall not be affected thereby and it shall be enforced to the maximum extent possible. To the extent reasonable under the circumstances, a provision that is as close as possible to the operation and effect of any illegal, invalid or unenforceable provision stricken from these Articles due to such determination or holding, but which is not illegal, invalid or unenforceable, shall be inserted in lieu of any provision of these Articles that is determined or held by a court to be illegal, invalid or unenforceable. The provisions of this section shall also apply to any amendment of these Articles.

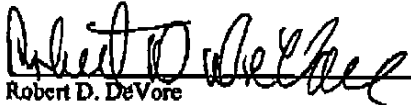
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**ARTICLE XVII**  
**INCORPORATOR**

The name and street address of the sole incorporator to these Articles of Incorporation is as follows:

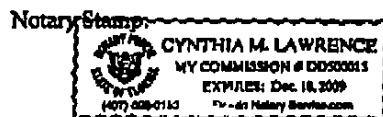
Robert D. DeVore  
One Corporate Drive, Suite 2B  
Palm Coast, Florida 32137


IN WITNESS WHEREOF, the undersigned sole incorporator of this corporation has executed these Articles on this 29<sup>th</sup> day of October, 2007.

  
Robert D. DeVore

STATE OF FLORIDA       )  
                                  ) ss:  
COUNTY OF FLAGLER    )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of October, 2007, by Robert D. DeVore. He ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.



  
Signature of Notary Public  
Printed Name: Cynthia M. Lawrence

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**CERTIFICATE DESIGNATING REGISTERED AGENT FOR  
SERVICE OF PROCESS**

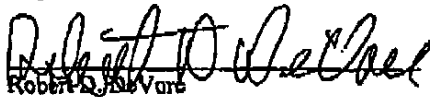
This Certificate is submitted pursuant to Section 48.091 and Section 607.0501, Florida Statutes.

**SAWMILL CREEK MASTER ASSOCIATION, INC.**, desiring to organize as a corporation under the laws of the State of Florida, with its initial registered office at One Corporate Drive, Suite 2B, Palm Coast, Florida 32137, has named Robert D. DeVore as its agent to accept service of process within this state.

**ACKNOWLEDGMENT:**

Having been named to accept service of process for the corporation named above, at the place designated in this Certificate, I hereby accept appointment as registered agent, agree to act in this capacity, and agree to comply with the provisions of said statutes relative to keeping open said office. I acknowledge that I am familiar with the obligations of a registered agent under Florida law.

Registered Agent:

  
Robert D. DeVore

Dated: October 29, 2007

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