

To:
Subject:

From: Patricia Tadlock Wednesday, February 13, 2008 10:08 AM Page: 1 of 1

Florida Department of State
Division of Corporations
Public Access System

Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H08000038101 3)))



H080000381013ABCV

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

Division of Corporations
Fax Number : (850) 617-6381

From:

Account Name : CORPDIRECT AGENTS, INC.
Account Number : 110450000714
Phone : (850) 222-1173
Fax Number : (850) 224-1640

FILED
2008 FEB 13 P 1:34
TALLAHASSEE, FLORIDA
SECRETARY OF STATE

0164 81768

FLORIDA PROFIT/NON PROFIT CORPORATION

SAVANNAH PARK MASTER ASSOCIATION, INC.

Certificate of Status	1
Certified Copy	1
Page Count	11
Estimated Charge	\$87.50

Electronic Filing Menu

Corporate Filing Menu

Help

80-41-2
WGA

To:
Subject:

From: Patricia Tadlock

Wednesday, February 13, 2008 10:06 AM Page: 2 of 11

H08000038101 3

FILED

2008 FEB 13

P 1:34

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLES OF INCORPORATION
OF
SAVANNAH PARK MASTER ASSOCIATION, INC.**

(A Florida Non-Profit Corporation)

In order to form a non-profit corporation under and in accordance with the provisions of Chapter 617 of the Florida Statutes, the undersigned hereby incorporates this non-profit corporation for the purposes and with the powers hereinafter set forth and, to that end, the undersigned, by these Articles of Incorporation, certifies as follows:

ARTICLE I

DEFINITIONS

Unless otherwise defined herein, the terms defined in the Master Declaration are incorporated herein by reference and shall appear in initial capital letters each time such terms appears in these Articles. In the event of any conflict or inconsistency between a term defined herein and such term as defined in the Master Declaration, the definition of such term in the Master Declaration shall control.

The following words and phrases when used in these Articles of Incorporation (unless the context clearly reflects another meaning) shall have the following meanings:

1. "Articles" means and refers to these Articles of Incorporation and any amendments hereto.
2. "Board of Directors" means and refers to the board of directors of the Master Association.
3. "Bylaws" means and refers to the Bylaws of the Master Association and any amendments thereto.
4. "County" means and refers to Seminole County, Florida.
5. "Director" means a member of the Board of Directors.
6. "Master Association" means and refers to the Savannah Park Master Association, Inc., a Florida non-profit corporation, its successors and assigns.
7. "Master Declaration" means and refers to the Master Declaration of Conditions, Covenants, Easements, and Restrictions for Savannah Park, as recorded in the Public Records of Seminole County, Florida, as the same may be amended from time to time.

To:
Subject:

From: Patricia Tadlock

Wednesday, February 13, 2008 10:08 AM Page: 3 of 11

H08000038101 3

ARTICLE II

NAME

The name of this corporation shall be SAVANNAH PARK MASTER ASSOCIATION, INC., a Florida non-profit corporation, whose principal address and mailing address is c/o Ashton Orlando Residential, LLC, 2450 Maitland Center Parkway, Suite 301, Maitland, Florida 32751.

ARTICLE III

PURPOSES

The purpose for which the Master Association is organized is to take title to, operate, administer, manage, lease and maintain the Master Common Area in accordance with the terms of, and purposes set forth in, the Savannah Park Master Documents and to carry out the covenants and enforce the provisions of the Savannah Park Master Documents.

ARTICLE IV

POWERS

The Master Association shall have the following powers and shall be governed by the following provisions:

A. The Master Association shall have all of the common law and statutory powers of a non-profit corporation.

B. The Master Association shall have all of the powers granted to the Master Association in the Savannah Park Master Documents. All of the provisions of the Master Declaration and Bylaws which grant powers to the Master Association are hereby incorporated into these Articles.

C. The Master Association shall have all of the powers reasonably necessary to implement the purposes of the Master Association, including, but not limited to, the following:

1. To perform any act required or contemplated by it under the Savannah Park Master Documents.

2. The Master Association shall operate, maintain and manage the Surface Water or Storm Water Management System in a manner consistent with the requirements of any permit issued by the St. Johns River Water Management District applicable to the Master Property, and requirements and applicable rules, and shall assist in the enforcement of the Master Declaration provisions which relate to the Surface Water or Storm Water Management System.

3. To enforce by legal means the obligations of the Members and the provisions of the Savannah Park Master Documents.

H08000038101 3

4. To employ personnel, retain independent contractors and professional personnel, and enter into service contracts to provide for the construction, maintenance, operation, administration and management of the Master Common Area and, in some cases, the Lots and Master Property and to enter into any other agreements consistent with the purposes of the Master Association, including, but not limited to, agreements with respect to professional management of the Master Common Area, and Lots and Master Property and to delegate to such professional manager certain powers and duties of the Master Association.

5. To enter into the Master Declaration and any amendments thereto and instruments referred to therein.

6. To provide, to the extent deemed necessary by the Board of Directors, any and all services and do any and all things which are incidental to or in furtherance of things listed above or to carry out the Master Association mandate to keep and maintain the Master Common Area.

7. Notwithstanding anything contained herein to the contrary, the Master Association shall be required to obtain the approval of three-fourths (3/4) of the Directors of the Board of Directors (at a duly called meeting of the Board of Directors at which a quorum of the Directors is present) prior to the engagement of legal counsel by the Master Association for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

- (a) the collection of Assessments;
- (b) the collection of other charges which Owners are obligated to pay pursuant to the Savannah Park Master Documents;
- (c) the enforcement of any applicable use and occupancy restrictions contained in the Savannah Park Master Documents;
- (d) dealing with an emergency when waiting to obtain the approval of the Members creates a substantial risk of irreparable injury to the Master Common Area or to Member(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of three-fourths (3/4) of the Directors of the Board of Directors); or
- (e) filing a compulsory counterclaim.

ARTICLE V

MEMBERS AND VOTING

The qualification of Members of the Master Association, the manner of their admission to membership, the manner of the termination of such membership and the manner of voting by Members shall be as follows:

H08000038101 3

A. Membership in the Master Association for Owners other than Declarant shall be automatically established by the acquisition of ownership of fee simple title to a Lot as evidenced by the recording of an instrument of conveyance amongst the Public Records of the County.

B. The Master Association shall have one (1) class of voting membership. Initially, there shall be two voting members of the Master Association, Savannah and Hearthstone, each entitled to one (1) vote in Master Association matters, which vote shall run with title to the Commercial Parcel and Residential Parcel, respectively, and shall be exercised by Savannah or Hearthstone, respectively, or after subdivision of the Commercial Parcel or Residential Parcel, the Commercial Association or Residential Association, respectively, pursuant to the procedures set forth in the following provisions of this Article 5. Upon formation of a Parcel Association, the right to exercise such vote shall pass to the Parcel Association, as provided above, and shall be exercised by a single representative of the respective association (hereinafter termed the "Master Association Delegates"), who shall be the President of his or her respective association, or such other member of the association as may be appointed by the board of directors of such association. If the board of directors of either the Residential Association or the Commercial Association shall fail to appoint a Master Association Delegate for its respective association on or before the thirtieth (30th) day after receipt of written notice from the Board of Directors requesting the appointment of a Master Association Delegate, then the Master Association Delegate for such Parcel Association shall be deemed to be the President of such Parcel Association.

No vote which, in the reasonable discretion of the Master Association Delegate of the Commercial Association affects only the Commercial Parcel shall be effective unless and until such vote is approved by the Master Association Delegate representing the Commercial Association. No vote which, in the reasonable discretion of the Master Association Delegate of the Residential Association affects only the Residential Parcel shall be effective unless and until such vote is approved by the Master Association Delegate representing the Residential Association.

C. No Member may assign, hypothecate or transfer in any manner his/her membership in the Master Association except as an appurtenance to his/her Lot.

D. Any Member who conveys or loses title to a Lot by sale, gift, devise, bequest, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, no longer be a Member with respect to such Lot and shall lose all rights and privileges of a Member resulting from ownership of such Lot.

E. If there is more than one Member with respect to a Lot as a result of the fee interest in such Lot being held by more than one person, such Members collectively shall be entitled to only one (1) vote. The vote of the Owners of a Lot owned by more than one natural person or by a corporation or other legal entity shall be cast by the person named in a certificate signed by all of the Owners of the Lot, or, if appropriate, by properly designated officers, partners or principals of the respective legal entity ("Voting Member"), and filed with the Secretary of the Master Association, and such certificate shall be valid until revoked by a

To:
Subject:

From: Patricia Tadlock

Wednesday, February 13, 2008 10:08 AM Page: 6 of 11

H08000038101 3

subsequent certificate. If such a certificate is not filed with the Secretary of the Master Association, the vote of such Lot shall not be considered for a quorum or for any other purpose.

F. Notwithstanding the foregoing in Paragraph E., whenever any Lot is owned by a husband and wife they may, but shall not be required to, designate a Voting Member to vote on any matter requiring a Member Vote. In the event a certificate designating a Voting Member is not filed by the husband and wife, the following provisions shall govern their right to vote on any matter requiring a Member Vote:

1. When both are present at a meeting at which a Member Vote is taken, each shall be regarded as the agent and proxy of the other for purposes of casting the vote for each Lot owned by them. In the event they are unable to concur in their decision upon any topic requiring a vote, they shall lose their right to vote on that topic at that meeting, but shall count for purposes of establishing a quorum.

2. When only one (1) spouse is present at a meeting at which a Member Vote is taken, the person present may cast the Lot vote without establishing the concurrence of the other spouse, absent any prior written notice to the contrary by the other spouse. In the event of prior written notice to the contrary to the Master Association by the other spouse, the vote of said Lot shall not be considered, but shall count for purposes of establishing a quorum.

3. When neither spouse is present at a meeting at which a Member Vote is taken, the person designated in a "Proxy" (as defined in the Bylaws) signed by either spouse may cast the Lot vote, when voting by Proxy is allowed, absent any prior written notice to the contrary to the Master Association by the other spouse or the designation of a different Proxy by the other spouse. In the event of prior written notice to the contrary to the Master Association or the designation of a different Proxy by the other spouse, the vote of said Lot shall not be considered, but shall count for purposes of establishing a quorum.

G. At meetings at which a Member Vote is taken, quorum for such Member Vote shall consist of persons entitled to cast at least fifty-one percent (51%) of the total number of votes of the Members.

ARTICLE VI

TERM

The term for which this Master Association is to exist shall be perpetual. In the event of dissolution of the Master Association (unless same is reinstated), other than incident to a merger or consolidation, all of the assets of the Master Association shall be conveyed to a similar master association or a public agency having a similar purpose, or any Member may petition the appropriate circuit court of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Master Association and its properties in the place and stead of the dissolved Master Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Master Association and its properties. In the event of termination, dissolution or final liquidation of the Master Association, the responsibility for the operation and maintenance of the Surface Water or Storm Water Management System, is the

To:
Subject:

From: Patricia Tadlock

Wednesday, February 13, 2008 10:08 AM Page: 7 of 11

H08000038101 3

responsibility of the Master Association, must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved in writing by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

ARTICLE VII

INCORPORATOR

The name and address of the Incorporator of these Articles is:

Robert M. Poppell

420 South Orange Avenue,
Suite 1200
Orlando, Florida 32801

ARTICLE VIII

OFFICERS

The affairs of the Master Association shall be managed by the President of the Master Association, assisted by the Vice President(s), Secretary and Treasurer, and, if any, by the Assistant Secretary(ies) and Assistant Treasurer(s), subject to the directions of the Board of Directors. Except for officers elected prior to the date of Transfer of Control, officers must be Members, or the parents, children or spouses of Members or employees of the Declarant.

The Board of Directors shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall, from time to time, determine. The President shall be elected from amongst the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, the office of President and a Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

ARTICLE IX

BOARD OF DIRECTORS

A. Upon the recordation of the Master Declaration in the Public Records of Seminole County, Florida and the creation of the Master Association, a meeting of the Members (the "Initial Election Meeting") shall be convened for the purpose of the Master Association Delegates to elect a Board of Directors (the "First Board"). The affairs of the Master Association shall be administered by the Board of Directors, which shall be comprised of four (4) persons duly appointed or elected as provided in this Master Declaration, the Articles, and Bylaws, two (2) of whom shall be appointed by the Board of Directors of the Commercial Parcel, and two (2) of whom shall be appointed by the Board of Directors of the Residential Parcel. The Board of Directors shall direct and administer the Master Common Area in accordance with this Master Declaration, the Articles, and Bylaws. Prior to the appointment of the first Board of

To:
Subject:

From: Patricia Tadlock

Wednesday, February 13, 2008 10:08 AM Page: 8 of 11

H08000038101 3

Directors, the Residential Declarant and Commercial Declarant, acting in concert, may exercise all rights, powers, and privileges of the Board of Directors and may perform all of its functions.

B. The Board of Directors shall continue to be so designated and elected, as described in Paragraph A above, at each subsequent Annual Members' Meeting.

C. The term of the First Board elected at the Initial Election Meeting shall be extend until the date their successors are duly elected and qualified. At each Annual Members' Meeting thereafter, as appropriate, the Directors of the Master Association shall be appointed in the manner as set forth Section A of this Article X, and the term of office of the Directors so appointed shall be for two (2) years, expiring when their successors are duly elected and qualified.

D. The resignation of a Director or the resignation of an officer of the Master Association shall be deemed to remise, release, acquit, satisfy and forever discharge such officer or Director of and from any and all manner of action(s), cause(s) of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Master Association or Members had, now have or will have or which any personal representative, successor, heir or assign of the Master Association or Members hereafter can, shall or may have against said officer or Director for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of such resignation, except for such Director's or officer's willful misconduct or gross negligence.

E. A Director (other than a Declarant-appointed Director) may be removed from office according to the following:

1. A Director (other than a Declarant-appointed Director) may be removed from office upon the affirmative majority vote of the Board of Directors for any reason deemed to be in the best interests of the Members at a meeting of the Board of Directors and such Director shall be recalled effective immediately and shall turn over to the Board of Directors within five (5) full business days any and all records and property of the Master Association in the Director's possession. The Board of Directors shall duly notice and hold a Board of Directors meeting within five (5) full business days after the adjournment of the Board Meeting at which one or more Directors were recalled. At the meeting of the Board of Directors, the Master Association Delegate who appointed such removed Director shall appoint a new and different Director to the Board of Directors.

2. If a Director who is removed fails to relinquish his or her office or turn over records as required under this section, the circuit court in the county where the Master Association maintains its principal office may, upon the petition of the Master Association, summarily order the Director to relinquish his or her office and turn over all Master Association records upon application of the Master Association.

3. The minutes of the Board of Directors meeting at which the Board of Directors decides to remove a Director are an official Master Association record. The minutes

To:
Subject:

From: Patricia Tadlock

Wednesday, February 13, 2008 10:08 AM Page: 9 of 11

H08000038101 3

must record the date and time of the meeting, the decision of the Board of Directors, and the vote count taken on each Director subject to the recall.

ARTICLE X

INDEMNIFICATION

Each and every Director and officer of the Master Association shall be indemnified by the Master Association against all costs, expenses and liabilities, including attorney and paralegal fees at all trial and appellate levels and post judgment proceedings, reasonably incurred by or imposed upon him in connection with any negotiation, proceeding, arbitration, litigation or settlement in which he becomes involved by reason of his being or having been a Director or officer of the Master Association, and the foregoing provision for indemnification shall apply whether or not such person is a Director or officer at the time such cost, expense or liability is incurred. Notwithstanding the above, in the event of any such settlement, the indemnification provisions provided in this Article X shall not be automatic and shall apply only when the Board of Directors approves such settlement and reimbursement for the costs and expenses of such settlement as being in the best interest of the Master Association, and in the event a Director or officer admits that he is or is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification provisions of this Article X shall not apply. The foregoing right of indemnification provided in this Article X shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer of the Master Association may be entitled under statute or common law.

ARTICLE XI

BYLAWS

The Bylaws shall be adopted by the First Board, and thereafter may be altered, amended or rescinded in the manner provided for in the Bylaws. In the event of any conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

ARTICLE XII

AMENDMENTS

A. These Articles may be amended only as and to the extent set forth in Section 12.4 of the Master Declaration.

B. An amendment may be adopted by a written statement (in lieu of a meeting) signed by all Directors setting forth their intention that an amendment to the Articles be adopted.

C. Notwithstanding any provisions of this Article XII to the contrary, these Articles shall not be amended in any manner which shall prejudice the rights of: (i) Declarant, without the

To:
Subject:

From: Patricia Tadlock Wednesday, February 13, 2008 10:08 AM Page: 10 of 11

H08000038101 3

prior written consent thereto by Declarant, for so long as Declarant holds either a leasehold interest in or title to at least one (1) Lot; and (ii) any "Institutional Mortgage" (as such term is defined in the Master Declaration) without the prior written consent of such Institutional Mortgagee.

D. Notwithstanding the foregoing provisions of this Article XII, no amendment to these Articles shall be adopted which shall abridge, amend or alter the rights of Declarant hereunder, including, but not limited to, Declarant's right to designate and select members of the First Board or otherwise designate and select Directors as provided in Article IX hereof, nor shall any amendment be adopted or become effective without the prior written consent of Declarant.

E. Any instrument amending these Articles shall identify the particular article or articles being amended and shall provide a reasonable method to identify the amendment being made. A certified copy of each such amendment shall be attached to any certified copy of these Articles, and a copy of each amendment certified by the Secretary of State shall be recorded amongst the Public Records of the County.

F. Any proposed amendment to these Articles which would affect the Surface Water or Storm Water Management System, conservation areas, or water management portions of the common areas shall be submitted to the St. Johns River Water Management District for approval prior to adoption of the amendment.

ARTICLE XIII

REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Master Association is 515 East Park Avenue, Tallahassee, Florida 32301 and the initial registered agent of the Master Association at that address shall be CORPDIRECT AGENTS, INC.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the incorporator of this Master Association, has executed these Articles of Incorporation this 13 day of February 2008.

"INCORPORATOR"

By: 
Robert M. Poppell

To:
Subject:

From: Patricia Tadlock Wednesday, February 13, 2008 10:08 AM Page: 11 of 11

H08000038101 3

REGISTERED AGENT CERTIFICATE


In pursuance of the Florida Not For Profit Corporation Act, the following is submitted, in compliance with said statute:

That the Savannah Park Master Association, Inc., desiring to organize under the laws of the State of Florida, with its registered office, as indicated in the Articles of Incorporation, has named CORPDIRECT AGENTS, INC., located at said registered office, as its registered agent to accept service of process and perform such other duties as are required in the State.

ACKNOWLEDGMENT:

Having been named to accept service of process and serve as registered agent for the above-stated Corporation, at the place designated in this Certificate, the undersigned, hereby accepts to act in this capacity, and agrees to comply with the provision of said statute relative in keeping open said office, and further states it is familiar with Section 617.0503, Florida Statutes.

CORPDIRECT AGENTS, INC.


Print Name: Patricia Tadlock, Asst. Sec.
Its: Registered Agent

DATED: February 13th, 2008

FILED
2008 FEB 13 P 1:34
SECRETARY OF STATE
TALLAHASSEE, FLORIDA