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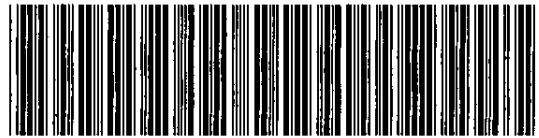
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COVER LETTER

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

SUBJECT: Madreia At St. Augustine Master
(PROPOSED CORPORATE NAME - MUST INCLUDE SUFFIX)
Owners' Association, Inc.

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

☐ \$70.00
Filing Fee

☐ \$78.75
Filing Fee &
Certificate of
Status

☐ \$78.75
Filing Fee
& Certified Copy

☒ \$87.50
Filing Fee,
Certified Copy
& Certificate

ADDITIONAL COPY REQUIRED

FROM: Mallory Gayle Holm, Esq
Name (Printed or typed)

4315 Pablo Oaks Court
Address

Jax FL 32224
City, State & Zip

904 482 1144
Daytime Telephone number

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

**ARTICLES OF INCORPORATION
FOR
MADEIRA AT ST. AUGUSTINE MASTER OWNERS' ASSOCIATION, INC.**

The undersigned incorporator, for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, adopts the following Articles of Incorporation:

**ARTICLE 1.
NAME**

The name of the corporation shall be MADEIRA AT ST. AUGUSTINE MASTER OWNERS' ASSOCIATION, INC. The corporation is referred to in this instrument as the "Association", these Articles of Incorporation as the "Articles", and the Bylaws of the Association as the "Bylaws".

**ARTICLE 2.
OFFICE**

The principal office and mailing address of the Association shall be 4315 Pablo Oaks Court, Suite 1, Jacksonville, Florida 32224 or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office or at such other place as may be permitted by the Act.

**ARTICLE 3.
PURPOSE**

The objects and purposes of the Association are set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Madeira at St. Augustine Master Owners' Association recorded (or to be recorded) in the Public Records of St. Johns County, Florida, as amended and/or supplemented from time to time (the "Declaration"). Additional objects and purposes of the Association are to preserve the values and amenities in the Property and to maintain, repair and replace the Common Property for the benefit of the Owners who become Members of the Association.

All of the Association's assets and earnings shall be used exclusively for the purposes set forth in these Articles and in accordance with Section 528 of the Internal Revenue Code of 1986, as amended ("Code"), and no part of the assets of this Association may inure to the benefit of any individual Member or any other person. The Association may however, reimburse its Members for the actual expenses incurred for or on 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 Section 528 of the Code or other applicable provisions of the Code and federal and state law.

**ARTICLE 4.
DEFINITIONS**

Unless otherwise provided in these Articles, the terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration.

**ARTICLE 5.
POWERS**

The powers of the Association shall include and be governed by the following:

5.1 General. The Association shall have all of the common law and statutory powers of a corporation not for profit under the Laws of Florida (as determined as of the date of these Articles),

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except as expressly limited or restricted by applicable law, the terms of these Articles, the Declaration or the Bylaws.

5.2 Enumeration. In addition to the powers set forth in Section 5.1 above, the Association shall have all of the powers and duties reasonably necessary to operate the Property pursuant to the Declaration and as more particularly described in the Bylaws, as amended from time to time, including, but not limited to, the following:

(a) To make and collect Assessments and other charges against Members as Owners (whether or not such sums are due and payable to the Association), and to use the Assessments and other charges in connection with exercising the powers and duties of the Association.

(b) To buy, accept, own, operate, lease, sell, trade and mortgage both real and personal property in accordance with the provisions of the Declaration; provided however, the Common Property may not be mortgaged without the prior approval of Members holding two thirds (2/3) of the votes present in person or by proxy at a duly called meeting at which a quorum is present or by written approvals of Members holding two thirds (2/3) of the total votes.

(c) To maintain, repair, replace, reconstruct, add to and operate the Common Property and other property acquired or leased by the Association.

(d) To purchase insurance upon the Common Property and insurance for the protection of the Association, its officers, directors and Owners.

(e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Property; provided however, all proposed rules and regulations must be delivered to Members and Members shall have a ten (10) day comment period prior to such proposed rule or regulation being voted on by the Board of Directors of the Association.

(f) To enforce by legal means the provisions of the Declaration, these Articles, the Bylaws, the rules and regulations for the use of the Common Property and applicable law.

(g) To contract for the management and maintenance of the Common Property and to authorize a management agent (which may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Property with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties to make Assessments, promulgate rules and execute contracts on behalf of the Association.

(h) To employ personnel to perform the services required for the proper operation of the Common Property.

(i) To execute all documents or consents, on behalf of all Owners (and their Mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters, and each Owner, by acceptance of the deed to such Owner's Parcel, Lot or Unit, and each Mortgagee of an Owner, by acceptance of a lien on the Parcel, Lot or Unit, appoints and designates the President of the Association as such Owner's agent and attorney-in-fact to execute any and all such documents or consents.

(j) To operate, maintain and manage the Stormwater Management System in a manner which is consistent with the Army Corps of Engineers Permit No. SAJ-1989-90161-MRE and St. Johns River Water Management District Permit No. 40-109-94964-1 requirements and applicable

St. Johns River Water Management District rules, and to assist in the enforcement of the terms and conditions of the Declaration which relate to the Stormwater Management System.

(k) The Association shall levy and collect adequate assessments against members of the Association for the cost of maintenance and operation of the Stormwater Management System.

(l) To enter into necessary agreements with utility companies, community systems service providers, a community development district or governmental or quasi governmental entities to provide services to or for the Association or the Members.

5.3 Powers Exercised by Board of Directors. All of the foregoing powers or duties shall be exercised by the Board of Directors subject to the approval of the required number of directors as may be set forth in the Declaration, Articles or Bylaws; provided however, the Board of Directors may not act on behalf of the Association to amend the Declaration or terminate the Association or the Declaration.

5.4 Property of the Association. All funds and the title to all properties acquired by the Association and proceeds derived from such properties shall be held for the benefit and use of the Members in accordance with the provisions of the Declaration, these Articles and the Bylaws.

5.5 Distribution of Income; Dissolution. The Association shall not pay a dividend to its Members and shall make no distribution of income to its Members, directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency or as otherwise authorized by the Florida Not For Profit Corporation Act (Chapter 617, Florida Statutes).

5.6 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the Bylaws and applicable law, provided that in the event of conflict, the provisions of applicable law shall control over those of the Declaration and Bylaws.

ARTICLE 6. MEMBERS

6.1 Membership. The Members of the Association shall consist of the Developer under the Declaration and all of the record title owners of Lots, Units and Parcels within the Property from time to time, which membership shall be appurtenant to and inseparable from ownership of the Lot, Unit or Parcel.

6.2 Assignment. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Lot, Unit or Parcel for which that share is held.

6.3 Classes of Members / Voting. The Association will have three (3) classes of voting membership:

(a) Classes of Members.

(i) Class A Members. Class A Members shall be all Owners of residential Units and Lots within the Madeira at St. Augustine community with the exception of the "Developer" (as long as the Class C Membership shall exist, and thereafter, the Developer shall be a Class A Member to the extent it would otherwise qualify). From and after the termination of the

Class C Membership, each Class A Member shall have one (1) vote for each Unit or Lot owned by such Member.

(ii) Class B Member. The Class B Member shall be all Owners of Parcels within the Madeira at St. Augustine community with the exception of the "Developer" (as long as the Class C Membership shall exist, and thereafter, the Developer shall be a Class B Member to the extent it would otherwise qualify). From and after the termination of the Class C Membership, each Class B Member shall have the following voting rights: (a) for Parcels without Improvements, each Class B Member shall have one (1) vote for each 50,000 square feet of land and (b) for Parcels with Improvements, each Class B Member shall have one (1) vote for each 2,000 square feet of heated and air conditioned Improvements located on the Parcel (the square footage shall be rounded to the nearest whole number, for example, 900 square feet would be rounded up to 2,000 square feet and the Member shall be entitled to one (1) vote and 2,001 square feet would be rounded up to 4,000 square feet and the Member shall be entitled to two (2) votes).

(iii) Class C Member. The Class C Member shall be the Developer, or a representative of the Developer, who shall have the sole right to vote in Association matters. The Class C Membership shall exist until the occurrence of the earlier of the following events ("Turnover"):

(1) Three (3) months after ninety (90%) percent of the Lots and Units in the Property that will ultimately be operated by the Association have been conveyed to Class A Members or

(2) Such earlier date as Developer, in its sole discretion, may determine in writing.

(iv) Developer reserves the right to create additional classes of membership at such times as Parcels are subjected to the terms and conditions of the covenants. Developer further reserves the right to create different classes for improved Parcels, unimproved Parcels, commercial Parcels and Parcels designated for other types of uses.

(b) Voting.

All votes shall be exercised or cast in the manner provided by the Declaration and Bylaws.

(c) Appointment / Election of Board of Directors.

Until Turnover, the Class C Member shall appoint the Directors in accordance with the provisions set forth in Article 4 of the Bylaws. After Turnover, the Directors will be elected in accordance with Article 4 of the Bylaws.

6.4 Meetings. The Bylaws shall provide for an annual meeting of Members, and may make provision for regular and special meetings of members other than the annual meeting.

6.5 Proviso. At Turnover, the Developer shall transfer control of the Association to Owners other than the Developer by causing enough of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Owners other than the Developer to elect Directors and assume control of the Association. So long as the Developer provides notice in accordance with Chapter 720, Florida Statutes of Developer's decision to cause its appointees to resign, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if the Owners other than the Developer refuse or fail to assume control.

**ARTICLE 7.
INCORPORATOR**

The name and address of the Incorporator of this Association is:

NAME

ADDRESS

Mallory Gayle Holm

4315 Pablo Oaks Court, Suite 1
Jacksonville, Florida 32224

**ARTICLE 8.
TERMS OF EXISTENCE**

The existence of the Association shall commence with the filing of these Articles with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity. The Association may only be terminated by the approval of the Members holding two thirds (2/3) of the total votes, voting in person or by proxy at a duly called meeting at which a quorum is present or by the approval of members holding two thirds (2/3) of the total votes; provided however, in the event that the Association is dissolved, the assets shall be dedicated to the public body or conveyed to a non profit corporation with similar purpose. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or Stormwater 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 SJRWMD prior to such termination, dissolution or liquidation.

**ARTICLE 9.
OFFICERS**

The affairs of the Association shall be administered by the officers holding the offices designated in the Bylaws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal from office of officers, for filling vacancies and for the duties and qualifications of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

Sally Hall - President

4315 Pablo Oaks Court, Suite 1
Jacksonville, Florida 32224

Jennifer Hardin - Vice President

4315 Pablo Oaks Court, Suite 1
Jacksonville, Florida 32224

Keri Lewis - Secretary/Treasurer

4315 Pablo Oaks Court, Suite 1
Jacksonville, Florida 32224

**ARTICLE 10.
DIRECTORS**

10.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board consisting of the number of directors determined in the manner provided by the Bylaws, but which shall consist of not less than three (3) directors.

10.2 Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees.

10.3 Election and Removal. The provisions relating to the election and removal of the Board of Directors are set forth in Article 4 of the Bylaws.

10.4 Term of Developer's Directors. The Developer shall appoint the members of the first Board of Directors and their replacements. The replacements shall hold office for the periods described in the Bylaws.

10.5 First Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have taken office, as provided in the Bylaws, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Sally Hall	4315 Pablo Oaks Court, Suite 1 Jacksonville, Florida 32224
Jennifer Hardin	4315 Pablo Oaks Court, Suite 1 Jacksonville, Florida 32224
Keri Lewis	4315 Pablo Oaks Court, Suite 1 Jacksonville, Florida 32224

10.6 Standards. A Director shall discharge his duties as a director (including any duties as a member of an ARB) in good faith; with the care an ordinary prudent person in a like position would exercise under similar circumstances; and in a manner reasonably believed to be in the best interest of the Association. Unless a Director has knowledge concerning a matter in question that makes reliance unwarranted, a Director, in discharging his duties, may rely on information, opinions, reports or statements, including financial statements and other data, if prepared or presented by one or more officers or employees of the Association whom the Director reasonably believes to be competent in the manners presented; legal counsel, public accountants or other persons as to matters the Director reasonably believes are within the persons' professional or expert competence; or an ARB of which the Director is not a member if the Director reasonably believes the ARB merits confidence. A Director is not liable for any action taken as a director, or any failure to take action, if he performed the duties of his office in compliance with the foregoing standards.

ARTICLE 11. INDEMNIFICATION PROVISIONS

This Association shall indemnify any and all of its directors, officers, employees or agents, or former directors permitted by law. The indemnification shall include, but not be limited to, the expenses, including the cost of any judgments, fines, settlements and counsel's fees, actually and necessarily paid or incurred in connection with any action, suit or proceeding, whether civil, criminal, administrative or investigative, and any appeals, to which any such person or his legal representative may be made a party or may be threatened to be made a party by reason of his being or having been a director, officer, employee or agent, as provided in these Articles. The foregoing right of indemnification shall not be inclusive of any other rights to which any such person may be entitled as a matter of law or which he may be lawfully granted. It shall be the obligation of the Association to obtain and keep in force a policy of officers' and directors' liability insurance.

**ARTICLE 12.
BYLAWS**

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

**ARTICLE 13.
AMENDMENTS**

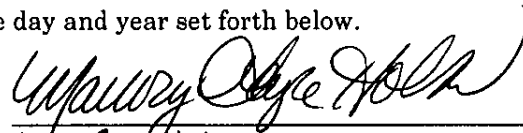
Until Turnover, the Developer reserves the exclusive right to amend or repeal any of the provisions of these Articles or any amendments hereto without the consent of any Class A Member, Class B Member or Institutional Mortgagee. Thereafter, the Association shall have the right to amend or repeal any of the provisions contained in these Articles or any amendments hereto, provided, however, that any such amendment shall require the approval of a majority of the Board of Directors at a duly noticed Board of Directors meeting at which a quorum of the Board of Directors is present in person or by proxy. Provided, further, that no amendment shall conflict with any provisions of the Declaration. After Turnover, the consent of any Institutional Mortgagees shall be required for any amendment to these Articles which impairs the rights, priorities, remedies or interest of such Institutional Mortgagees, and such consent shall be obtained in accordance with the terms and conditions, and subject to the time limitations, set forth in the Declaration. Any amendments to these Articles which affect the rights of the SJRWMD, shall be subject to the approval of the SJRWMD. Amendments to these Articles need only be filed with the Secretary of State and do not need to be recorded in the public records of the County.

**ARTICLE 14.
INITIAL REGISTERED OFFICE;
ADDRESS AND NAME OF REGISTERED AGENT**

The name and address of the Registered Agent of the Association is:

John C. Kunkel
4315 Pablo Oaks Court, Suite 1
Jacksonville, Florida 32224

The Incorporator has affixed his signature the day and year set forth below.



M. A. Gault, Jr. Incorporator

Dated this 30 day of May, 2008.

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE
SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT
UPON WHOM PROCESS MAY BE SERVED

In compliance with the laws of Florida, the following is submitted:

That desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing Articles, in the County of Duval, State of Florida, the Association named in the said articles has named John C. Kunkel, whose address is 4315 Pablo Oaks Court, Jacksonville, Florida 32224, as its statutory registered agent.

Having been named the statutory agent of said Association at the place designated in this certificate, I am familiar with the obligations of that position, and accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.

By: 

John C. Kunkel

DATED this 30 day of MAY, 2008

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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