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FLORIDA PROFIT/NON PROFIT CORPORATION

Tuscany Village Property Owners' Association, Inc.

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ARTICLES OF INCORPORATION
OF
TUSCANY VILLAGE PROPERTY OWNERS' ASSOCIATION, INC.

A Florida Corporation Not For Profit

The undersigned incorporator, a resident of the State of Florida, and of full age, hereby makes, subscribes, acknowledges and files with the Department of the State of Florida these Articles of Incorporation for the purpose of forming a corporation not for profit under the laws of the State of Florida.

ARTICLE I
NAME AND PRINCIPAL OFFICE ADDRESS

The name of this corporation is **TUSCANY VILLAGE PROPERTY OWNERS' ASSOCIATION, INC.**, a Florida corporation not for profit (hereinafter called the "Association" in these Articles). The principal office and mailing address of this Association is **2901 Rigsby Lane, Safety Harbor, Florida 34695**.

ARTICLE II
OFFICE AND REGISTERED AGENT

This Association's registered office is **2903 Rigsby Lane, Safety Harbor, Florida 34695**, and its registered agent is **Robert Forlizzo, Esq.**, who maintains an office at **2903 Rigsby Lane, Safety Harbor, Florida 34695**. Both this Association's registered office and registered agent may be changed from time to time by the Board of Directors as provided by law.

ARTICLE III
PURPOSE

This Association does not contemplate pecuniary gain or profit to its Members and the specific purposes for which it is formed are (i) as are authorized by the Easement with Covenants and Restrictions Affecting Land, recorded (or to be recorded) in the Public Records of Lake County, Florida as same may be amended or supplemented (the "ECR") and (ii) to provide for the maintenance, preservation and repair of certain Common Area Improvements (as defined hereinafter) concerning Tuscany Village Shopping Center, Lake County, Florida (the "Subdivision"), more particularly described on Exhibit A attached hereto and made a part hereof.

ARTICLE IV
COMMON AREA IMPROVEMENTS: RESPONSIBILITY FOR THE DRAINAGE SYSTEM

Common Area Improvements and Standards. In addition to all of the matters set forth in the ECR, the Association shall be charged specifically with the maintenance, repair and replacement of the following improvements (hereinafter "Common Area Improvements"):

(a) The cost of illumination, repair and replacement of all lighting existing within the right-of-way of Hammock Ridge Road, as provided in Section 6.4(e) of that certain Lake County Facilitation of Public Infrastructure Agreement for Roadway Improvements of South Clermont Connector between PDG/Inland Tuscany Village Venture, L.L.C. and Lake County dated January 12, 2007 (the "Development Agreement");

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(b) The maintenance, repair and replacement of landscaping, as provided in Section 6(b) of the Development Agreement; and

(c) The long term operation and routine custodial maintenance, repair and replacement of the Storm Water Management Facilities (the "Drainage System"), as provided in Permit Nos. 40-069-934591-1 and 40-069-93459-2, issued by the St. John's Water Management District (the "SJWMD Permit"). Both the St. John's River Water Management District and the City of Clermont, Florida, shall have enforcement powers with regard to the Association's compliance with the SJWMD Permit.

(d) The Association shall require all Members to utilize drought resistant landscape and ground cover.

ARTICLE V POWERS

Without limitation, this Association is empowered to:

(a) Exercise all rights, powers, privileges and perform all duties of this Association set forth herein to maintain, repair and replace the Common Area.

(b) Own and convey property.

(c) Pursuant to the provisions of the SJWMD Permit, operate, maintain, repair, and place the Drainage System, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas which are required by the SJWMD Permit and which are not owned and dedicated to a governmental entity.

(d) Establish rules and regulations.

(e) Assess Members and enforce said assessments. The Association shall have such rights to lien the Parcels for assessments and to take action to enforce such liens as may be set forth in the ECR; provided, however, the Association shall not have the power to lien or enforce a lien against any Parcel that is specifically excluded from such lien provisions by the terms of the ECR.

(f) Sue and be sued.

(g) Contract for services to provide for operation and maintenance if the Association contemplates employing a maintenance company.

(h) Require all the property owners to be Members.

(i) Exist in perpetuity; however, the Association may be dissolved in accordance with Article 11

(j) Take any other action necessary for the purposes for which the Association is organized.

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(k) From time to time adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the common area consistent with the rights and duties established by the ECR and these Articles.

(l) Have and exercise all common law rights, powers and privileges and those that a corporation not for profit may now or hereafter have or exercise under the laws of the State of Florida, together with all other rights, powers and privileges reasonable to be implied from the existence of any right, power or privilege so granted. The Association may enter into litigation, mediation or arbitration to enforce their rights as stated herein or to defend themselves against any claims made against the Association.

(m) To enforce by legal means the obligations of the Members of the Corporation, the provisions of the ECR and the provision of the dedication or conveyance of the corporate property to the Corporation with respect to the use and maintenance thereof.

ARTICLE VI **VOTING RIGHTS**

Prior to the time that the Developer provides written notice to the Association of its intent to turn over control of the Association to the Members (the "Turn Over"), the Developer shall be the sole voting Member. From and after the Turn Over, the Association shall have one (1) class of voting membership, which shall be comprised of the Owners of Parcels in the Tuscany Village Shopping Center Subdivision. Each Owner shall have one (1) vote for each one tenth (1/10th) of an acre of land area in its parcel. The "Developer" as defined herein is PDG/Inland Tuscany Village Venture, L.L.C., a Delaware limited liability company.

ARTICLE VII **MEMBERSHIP**

Every person who from time to time holds the record fee simple title to, or any undivided fee simple interest in, any Parcel of the Subdivision is a member of this Association, including contract sellers, but excluding all other persons who hold any interest in any Parcel merely as security for the performance of an obligation ("Members"). An Owner of more than one (1) Parcel is entitled to one (1) membership for each Parcel owned. Membership may not be transferred other than by transfer of title to such Parcel. Each membership is transferred automatically by conveyance of title of a Parcel.

ARTICLE VIII **BOARD OF DIRECTORS**

Section 1. This Association's affairs are managed by a Board of Directors initially composed of three (3) Directors. The number of Directors, from time to time, may be changed by amendment to this Association's By-Laws, but at all times it must be a number that is a multiple of three (3). The initial Directors named below or successors appointed by the Developer shall serve until the Turn Over. The term of office for all Directors is one (1) year. Before any such annual meeting, all vacancies occurring on the Board of Directors, if any, will be filled by majority vote of the remaining Directors, even if less than a quorum. Any Director may succeed himself or herself in office. All Directors will be elected by secret written ballot. Each Member may cast as many votes for each vacancy as such Member has; and the person

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receiving the largest number of votes cast for each vacancy is elected. Cumulative voting is not permitted. Directors need not be Association Members.

Section 2. The names and addresses of the persons who will serve as initial Directors and initial officers until their successors have been duly elected and qualify, unless they sooner die, resign, or are removed, are:

Frank Kriz, President
2901 Rigsby Lane
Safety Harbor, Florida 34685

D. Scott Carr, Vice President
2901 Butterfield Road
Oak Brook, Illinois 60523

Laura Distler, Secretary
2901 Butterfield Road
Oak Brook, Illinois 60523

ARTICLE IX INCORPORATOR

The name and residence of the incorporator is:

Name: Stanley G. Jacobs, Jr., Esq.
Address: Greenberg Traurig, PA
401 East Las Olas Boulevard, Suite 2000
Fort Lauderdale, Florida 33301

ARTICLE X BUDGET AND ASSESSMENTS

Section 1. Budget. A budget ("Budget") for maintenance of the Common Area Improvements shall be prepared by the Board of Directors of the Association and presented to all Members on or before October 30th of each year for the following year. The Budget shall be voted on at a meeting of all Members to be held at least fifteen (15) days prior to January 1st of each year; provided, however, if the operating costs of the Association do not increase more than ten percent (10%) from the prior year, the Budget shall be deemed approved.

Section 2. Assessment. Each Member shall be assessed an annual assessment ("Assessment") to be paid quarterly on the first (1st) day of each quarter based on the following formula:

$$\frac{\text{Total acreage of land owned by Member}}{\text{Total acreage of all land owned by all Members}} \times \text{Total Budget} = \text{Member Assessment}$$

Section 3. Payment. All Assessments not paid within thirty (30) days of receipt by a Member ("Defaulting Member") shall bear interest at twelve percent (12%) per annum. If an Assessment is not paid within sixty (60) days of receipt, the Association shall have the right to

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place an Assessment lien in the Lake County, Florida public records against the Parcel owned by the Defaulting Member.

Section 4. Audit. Each Member, at its own expense, shall have the right to audit ("Audit") the records of the Association not more than once yearly. If the Audit reveals the Assessment to be in error by more than five percent (5%), the Association shall pay for the reasonable costs of the Audit.

ARTICLE XI **DISSOLUTION**

The dissolution of the Association shall be proposed and adopted in the manner provided in Chapter 617, Florida; provided, however, that no dissolution shall be authorized unless or until the Drainage System shall be transferred to an Appropriate Entity (as hereinafter defined), which shall accept responsibility for the Drainage System. As used herein an "Appropriate Entity" shall mean any of: (a) local government units, including counties, municipalities and Municipal Service Taxing Units, (b) active special purpose districts created pursuant to Chapters 170, 190, 298 or 373, F.S., (c) state or federal agencies, (d) duly constituted public utilities or (e) profit or non-profit corporations.

ARTICLE XII **DURATION**

This Association exists perpetually.

ARTICLE XIII **BY-LAWS**

This Association's By-Laws initially will be adopted by the Board of Directors. Until the Developer (as defined herein) or its successors and assigns transfers control of the Association to the Members as provided in Article VI hereof, only the Developer may amend the By-Laws. Thereafter, the By-Laws may be altered, amended, or rescinded in the manner provided in the By-laws and the ECR.

ARTICLE XIV **AMENDMENTS**

Amendments to these Articles shall be proposed and adopted in the following manner:

Section 1. Notice. Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in Chapter 617, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

Section 2 Adoption. Amendments shall be proposed and adopted in the manner provided in Chapter 617, Florida.

Section 3 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the public records of Lake County, Florida, with an

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identification on the first page thereof of the book and page of said public records where the Declaration were recorded which contains, as an exhibit, the initial recording of these Articles.

ARTICLE 11 **INDEMNIFICATION PROVISIONS**

Section 1. Indemnitees. The Association shall indemnify any person who was or is a party to any proceeding (other than an action by, or in the right of, the Association) by reason of the fact that he is or was a director, officer, employee or agent (each, an "Indemnitee") of the Association, against liability incurred in connection with such proceeding, including any appeal thereof, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any proceeding by judgment, order, settlement, or 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 and in a manner which he reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Indemnification. The Association shall indemnify any person, who was or is a party to any proceeding by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee, or agent of the Association against expenses and amounts paid in settlement not exceeding, in the judgment of the board of directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof. Such indemnification shall be authorized if such person acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, except that no indemnification shall be made under this subsection in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable unless, and only to the extent that, the court in which such proceeding was brought, or any other court of competent jurisdiction, shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 3. Indemnification for Expenses. To the extent that a director, officer, employee, or agent of the Association has been successful on the merits or otherwise in defense of any proceeding referred to in subsection 1 or 2, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses actually and reasonably incurred by him in connection therewith.

Section 4. Determination of Applicability. Any indemnification under subsection 1 or subsection 2, unless pursuant to a determination by a court, shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee, or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in subsection 1 or subsection 2. 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 proceeding;

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(b) If such a quorum is not obtainable or, even if obtainable, by majority vote of a committee duly designated by the Board of Directors (in which directors who are parties may participate) consisting solely of two or more Directors not at the time parties to the proceeding;

(c) By independent legal counsel:

1. selected by the Board of Directors prescribed in paragraph (a) or the committee prescribed in paragraph (b); or

2. if a quorum of the Directors cannot be obtained for paragraph (a) and the committee cannot be designated under paragraph (b), selected by majority vote of the full Board of Directors (in which Directors who are parties may participate); or

(d) By a majority of the voting interests of the members of the Association who were not parties to such proceeding.

Section 5. Determination Regarding Expenses. Evaluation of the reasonableness of expenses and authorization of indemnification shall be made in the same manner as the determination that indemnification is permissible. However, if the determination of permissibility is made by independent legal counsel, persons specified by subsection 4(c) shall evaluate the reasonableness of expenses and may authorize indemnification.

Section 6 Advancing Expenses. Expenses incurred by an officer or director in defending a civil or criminal proceeding may be paid by the Association in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if he is ultimately found not to be entitled to indemnification by the Association pursuant to this section. Expenses incurred by other employees and agents may be paid in advance upon such terms or conditions that the Board of Directors deems appropriate.

Section 7. Exclusivity; Exclusions. The indemnification and advancement of expenses provided pursuant to this section are not exclusive, and the Association may make any other or further indemnification or advancement of expenses of any of its directors, officers, employees, or agents, under any bylaw, agreement, vote of shareholders or disinterested directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. However, indemnification or advancement of expenses shall not be made to or on behalf of any director, officer, employee, or agent if a judgment or other final adjudication establishes that his actions, or omissions to act, were material to the cause of action so adjudicated and constitute:

(a) A violation of the criminal law, unless the director, officer, employee, or agent had reasonable cause to believe his conduct was lawful or had no reasonable cause to believe his conduct was unlawful;

(b) A transaction from which the director, officer, employee, or agent derived an improper personal benefit; or

(c) Willful misconduct or a conscious disregard for the best interests of the Association in a proceeding by or in the right of the Association to procure a judgment in its favor or in a proceeding by or in the right of the members of the Association.

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Section 8. Continuing Effect. Indemnification and advancement of expenses as provided in this section shall continue as, unless otherwise provided when authorized or ratified, to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person, unless otherwise provided when authorized or ratified.

Section 9. Application to Court. Notwithstanding the failure of a Association to provide indemnification, and despite any contrary determination of the Board or of the members in the specific case, a director, officer, employee, or agent of the Association who is or was a party to a proceeding may apply for indemnification or advancement of expenses, or both, to the court conducting the proceeding, to the circuit court, or to another court of competent jurisdiction. On receipt of an application, the court, after giving any notice that it considers necessary, may order indemnification and advancement of expenses, including expenses incurred in seeking court-ordered indemnification or advancement of expenses, if it determines that:

(a) The director, officer, employee, or agent is entitled to mandatory indemnification under subsection 3 in which case the court shall also order the Association to pay the director reasonable expenses incurred in obtaining court-ordered indemnification or advancement of expenses;

(b) The director, officer, employee, or agent is entitled to indemnification or advancement of expenses, or both, by virtue of the exercise by the Association of its power pursuant to subsection 7; or

(c) The director, officer, employee, or agent is fairly and reasonably entitled to indemnification or advancement of expenses, or both, in view of all the relevant circumstances, regardless of whether such person met the standard of conduct set forth in subsection 1, subsection 2, or subsection 7, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or acted in a manner he reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any 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 did act in a manner which he reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

Section 10. Definitions. For purposes of this Article 11, the term "expenses" shall be deemed to include attorneys' fees, including those for any appeals; the term "liability" shall be deemed to include obligations to pay a judgment, settlement, penalty, fine, and expenses actually and reasonably incurred with respect to a proceeding; the term "proceeding" shall be deemed to include any threatened, pending, or completed action, suit, or other type of proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal; and the term "agent" shall be deemed to include a volunteer; the term "serving at the request of the Association" shall be deemed to include any service as a director, officer, employee or agent of the Association that imposes duties on such persons.

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Section 11 Amendment. Anything to the contrary herein notwithstanding, no amendment to the provisions of this Article 11 shall be applicable as to any party eligible for indemnification hereunder who has not given his prior written consent to such amendment.

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IN WITNESS WHEREOF, for the purpose of forming this Corporation under the laws of the State of Florida, I, the undersigned, constituting the Incorporator of this Association, have executed these Articles of Incorporation this 7th day of July, 2009.

By: Stanley Jacobs Jr.

Name: Stanley Jacobs Jr.

Title: _____

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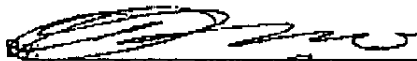
**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR
DOMICILE FOR THE SERVICE OF PROCESS WITHIN THE STATE
OF FLORIDA AND NAMING THE REGISTERED AGENT UPON
WHOM PROCESS MAY BE SERVED**

TUSCANY VILLAGE PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation not for profit, desiring to organize under the laws of the State of Florida, as a corporation not for profit, with its principal office, as indicated in its Articles of Incorporation, at 2901 Rigsby Lane, Safety Harbor, FL 34695, has named Robert Forlizzo, Esq., whose business office is 2903 Rigsby Lane, Safety Harbor, Florida 34695, as its registered agent to accept service of process within Florida.

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ACCEPTANCE

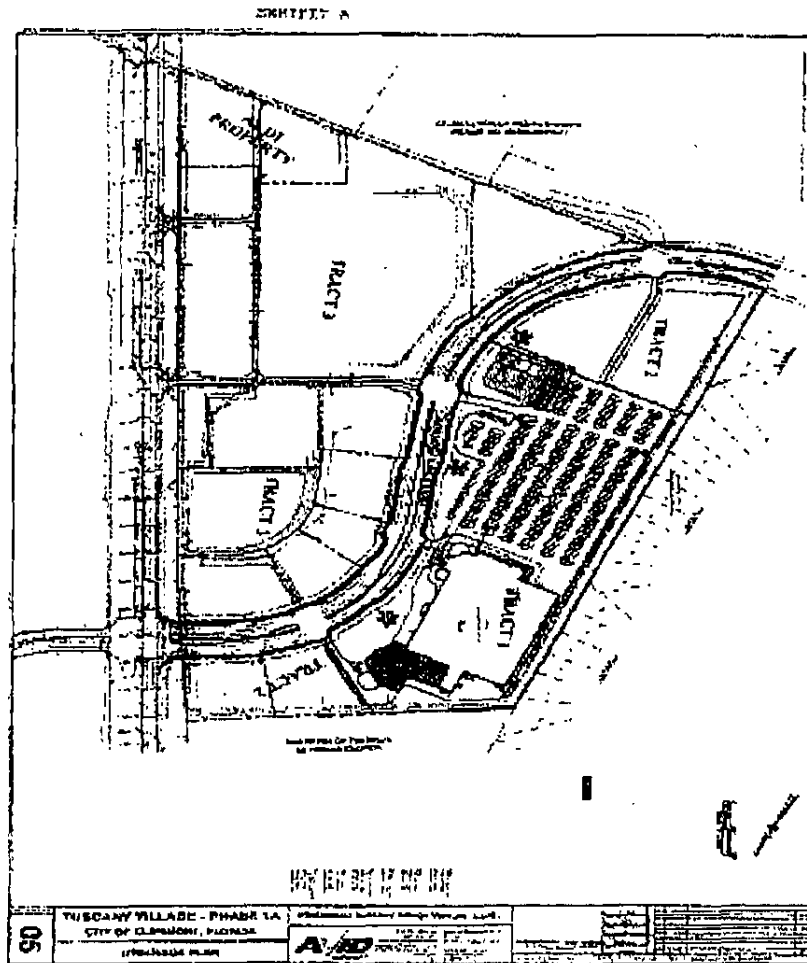
Having been named to accept service of process for the foregoing corporation at the place designated in this Certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes, including the duties and obligations imposed by Section 607.0505, relative to the proper and complete performance of my duties.


Name: Robert A. Forlizzo
Title: _____

Date: July 7, 2009

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