

N11000002808

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



200197229722

RECEIVED

11 MAR 18 AM 10:50

DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

FILED

2011 MAR 18 AM 8:08

DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

J. Stivers MAR 21 2011



CORPORATION SERVICE COMPANY

ACCOUNT NO. : I20000000195

REFERENCE : 713192 9955A

AUTHORIZATION

Lyndee

COST LIMIT : \$ 78.75

ORDER DATE : March 18, 2011

ORDER TIME : 9:15 AM

ORDER NO. : 713192-005

CUSTOMER NO: 9955A

DOMESTIC FILING

NAME: BROOKHAVEN PROJECT MASTER
ASSOCIATION, INC.

EFFECTIVE DATE:

XX ARTICLES OF INCORPORATION
 CERTIFICATE OF LIMITED PARTNERSHIP
 ARTICLES OF ORGANIZATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
 PLAIN STAMPED COPY
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Matthew Young - EXT. 2962

EXAMINER'S INITIALS:

FILED
2011 MAR 18 AM 8:08
STATE OF FLORIDA
TALLAHASSEE, FL 32301

**ARTICLES OF INCORPORATION
OF
BROOKHAVEN PROJECT MASTER ASSOCIATION, INC.**

We, the undersigned, hereby associate ourselves together for the purpose of forming a non-profit Association under the laws of the State of Florida, pursuant to Chapter 617, Florida Statutes, and hereby certify as follows:

ARTICLE I.

The name of this Master Association, hereinafter referred to as the "Master Association," shall be **BROOKHAVEN PROJECT MASTER ASSOCIATION, INC.** Its principal office and place of business shall be at c/o Chiumento, Guntharp & Selis, P.L., 145 City Place, Palm Coast, Florida, Flagler County, Florida 32164. The Board of Directors may from time to time move the principal office of the Master Association to any other address in the State of Florida.

ARTICLE II.

The Master Association is formed for the purpose of undertaking all of the functions contained herein and in the Master Declaration of Covenants, Conditions and Restrictions for Brookhaven Project (the "Master Declaration"), recorded or to be recorded in the Official Record Books of Flagler County, Florida and to further own, operate, lease, sell, trade, and otherwise deal with property described in said Master Declaration in accordance with the relevant provisions of said Master Declaration, the Bylaws of the Master Association and these Articles. Further, the Master Association is organized to own and maintain common areas; enforce the Master Declaration; impose and collect monetary charges authorized by the Master Declaration and any other Residential Development Declaration, which may include but not be limited to the Declaration of Condominium for Brookhaven at Town Center Condominium; promote the recreation, health, safety, welfare and common benefit of the Owners within the Brookhaven Project which is or will be subject to the provisions of the Master Declaration; to enhance, preserve and maintain property values within the Brookhaven Project; and to enhance, preserve and maintain the natural beauty of the Brookhaven Project and its surroundings.

In furtherance of the purposes of the Master Association, the Master Association may:

A. exercise all of the powers and privileges and perform all of the duties and obligations of the Master Association as set forth in the aforescribed Master Declaration or any Residential Development Declaration applicable to the Brookhaven Project as the same may be amended from time to time as therein provided, such Master Declaration and any Residential Development Declaration being incorporated herein as if set forth at length;

B. fix, levy, collect and enforce payment by any lawful means, all charges and assessments pursuant to the terms of said Master Declaration and any Residential Development Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Master Association, including all licenses, taxes or governmental charges levied or imposed against any property of the Master Association;

C. acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Master Association;

D. borrow money and, as appropriate, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

E. exercise all of the common law and statutory powers of a corporation not for profit established to govern a Florida condominium; provided, however, that no action shall be taken which conflicts with the Master Declaration and any Residential Development Declaration;

F. make and enforce reasonable rules and regulations governing the use of Dwellings within the Brookhaven Project, Master Association Property, Recreational Facilities, common areas, common elements and any property owned by the Master Association or any other association within the Brookhaven Project;

G. maintain, repair, replace and operate property over which the Master Association has full ownership or the right and power to maintain, replace and operate in accordance with these Articles, said Master Declaration, any Residential Development Declaration and the Bylaws for this Master Association;

H. reconstruct improvements as required in said Master Declaration or any Residential Development Declaration;

I. enforce by legal means the provisions of these Articles, the Bylaws of the Master Association, the Master Declaration, any Residential Development Declaration and the regulations to the use of the property of the Brookhaven Project;

J. participate in mergers and consolidations with other not for profit corporations organized for the same or similar purposes;

K. make and collect assessments against Owners to defray the costs, expenses and losses of the Master Association;

L. use the proceeds of assessments in the exercise of its powers and duties;

M. maintain, repair, replace and operate the property of the Master Association;

N. purchase insurance upon the property of the Master Association and insurance for the protection of the Master Association and its members as Owners;

O. reconstruct the improvements after casualty and to further improve the property;

P. contract for the management of the Master Association and to delegate to such contractors all powers and duties of the Master Association except as such are specifically required by the Master Declaration to have the approval of the Board of Directors or the membership of the Master Association;

R. contract for the management or operation of portions of the Master Association Property susceptible to separate management or operation, and to lease such portions;

S. employ personnel to perform the services required for proper operation of the Master Association;
and

T. govern, adopt, modify and enforce the architectural controls and standards, as may be established from time to time by the Board or its designee, within the Brookhaven Project.

ARTICLE III.

Subject to the provisions of this Article III, the Master Association shall have two (2) classes of membership, Class "A" and Class "B."

(A) Class "A". Each Owner of fee simple title to any undivided fee interest in any Dwelling (which includes a Unit or lot subjected to any Residential Development Declaration) within the Submitted Property as defined within the Master Declaration or any Residential Development Declaration, other than the Declarant, shall be a Class "A" member of the Master Association; provided, however, each Owner shall have only one (1) membership and one (1) vote per membership, regardless of how many persons own such interest in the Dwelling. The foregoing is not intended to include persons or entities owning interests merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from the ownership of the Dwelling within the Brookhaven Project. Subject to the foregoing, admission to and termination of membership shall be governed by the Master Declaration that shall be filed among the Public Records of Flagler County, Florida.

(b) Class "B". The Class "B" member shall be the Declarant. Until transition of control of the Master Association as provided for below, the Class "B" member shall be entitled to three (3) times the total number of then existing Class "A" votes. Transition of control of the Master Association shall occur (a) three (3) months after ninety percent (90%) of the Dwellings in all phases of the Residential Developments within the Brookhaven Project that will ultimately be operated by the Master Association have been conveyed to Owners in accordance with F.S. 720.307 or its successor. At such time, members other than the Declarant are entitled to elect at least a majority of the members of the Board of Directors of the Master Association. The Declarant is entitled to elect at least one (1) member of the Board of Directors of the Master Association as long as the Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Dwellings in all phases of the Residential Developments within the Brookhaven Project. From and after such event, the Class "B" member shall be deemed to be a Class "A" member entitled to one (1) vote for each Dwelling in which it holds the interest required for membership.

ARTICLE IV.

This Master Association shall have perpetual existence.

ARTICLE V.

The name and residence of the incorporator of these Articles of Incorporation is as follows:

SR-100 Vest, LLC
c/o Chiumento, Guntharp & Selis, P.L.
145 City Place
Suite 301-A
Palm Coast, Florida 32164

ARTICLE VI.

The affairs of the Master Association shall be managed and governed by a Board of Directors composed of not less than three (3) nor more than the number specified in the Bylaws. The directors, subsequent to the first Board of Directors, shall be elected at the annual meeting of the membership, for a term of one (1) year, or until their successors shall be elected and shall qualify. Provisions for such election, and provisions respecting the removal, disqualification and resignation of directors and for filling vacancies of the Board of Directors shall be established by the Bylaws.

The principal officers of the Master Association shall be: President, Vice-President, Secretary and Treasurer, who shall each be elected from time to time in the manner set forth in the Bylaws adopted by the Master Association.

ARTICLE VII.

The names of the officers who are to serve until the election of officers, pursuant to the terms of the Master

Declaration and Bylaws, are as follows:

Michael Ely President
Kristeen Carney Vice President
Stan Bullington Secretary/Treasurer

ARTICLE VIII.

The following shall constitute the first Board of Directors and shall serve until the first election of the Board of Directors at the first regular meeting of the membership. The Board of Directors shall be elected as provided in the Bylaws.

Michael Ely c/o Chiumento, Guntharp & Selis, P.L.
145 City Place
Suite 301-A
Palm Coast, Florida 32164

Stan Bullington c/o Chiumento, Guntharp & Selis, P.L.
145 City Place
Suite 301-A
Palm Coast, Florida 32164

Kristeen Carney c/o Chiumento, Guntharp & Selis, P.L.
145 City Place
Suite 301-A
Palm Coast, Florida 32164

ARTICLE IX.

The Bylaws of the Master Association shall initially be made and adopted by its first Board of Directors. Prior to the time the Master Declaration is filed in the Public Records of Flagler County, Florida, said first Board of Directors shall have full power to amend, alter or rescind said Bylaws by a majority vote. After the aforesaid Master Declaration is so filed, the Bylaws may be amended, altered, supplemented or modified by the membership at the annual meeting or at a duly convened special meeting of the membership, by vote, as follows:

A. If the proposed change has been approved by the unanimous approval of the Board of Directors, then it shall require only a majority vote of the total membership to be adopted.

B. If the proposed change has not been approved by the unanimous vote of the Board of Directors, then the proposed change must be approved by 75% of the total vote of the membership.

ARTICLE X.

Amendments to these Articles may be proposed by any member or director, and shall be adopted in the same manner as is provided for the amendment of the Bylaws as set forth in Article IX above. Said amendment(s) shall be effective when a copy thereof, executed and acknowledged by the President or Vice-President, sealed with the corporate seal, and certified by the Secretary or an Assistant Secretary, has been filed with the Secretary of State, State of Florida, and all filing fees paid.

ARTICLE XI.

This Master Association shall have all of the powers set forth in F.S. 617.0302, and all powers granted to it by the Master Declaration and any Residential Development Declaration applicable to the Brookhaven Project and exhibits annexed thereto, including the power to contract for the management of Brookhaven at Town Center Condominium and any other Residential Development and/or recreational facilities within the Brookhaven Project.

ARTICLE XII.

There shall be no dividends paid to any of the members, nor shall any part of the income of the Master Association be distributed to its Board of Directors or officers. In the event there are any excess receipts over disbursements as a result of performing services, such excess shall be applied against future expenses. The Master Association may pay compensation in a reasonable amount to its members, directors and officers for services rendered, may confer benefits upon its members in conformity with its purposes, and upon dissolution or liquidation, may make distribution to its members as is permitted by the court having jurisdiction thereof, and no such payment, benefit or distribution shall be deemed to be a dividend or distribution of income.

This Master Association shall issue no shares of stock of any kind or nature whatsoever. Membership in the Master Association and the transfer thereof, as well as the number of members, shall be upon such terms and conditions as provided for in the Master Declaration and/or Bylaws.

ARTICLE XIII.

The street address of the initial registered office of this Master Association is 143 City Place, Palm Coast, Florida 32137, and the name of the initial registered agent of this Master Association at that address is Michael D. Chiumento III.

ARTICLE XIV.

Fifteen percent (15%) of the members entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of members. The affirmative vote of a majority of the members represented at the meeting at which a quorum is present and entitled to vote on the subject matter shall be the act of the members, unless the vote of a greater number is required by these Articles or the Bylaws.

ARTICLE XV.

The Master Association shall levy and collect adequate assessments against members of the Master Association for the cost of maintenance and operation of any surface water or stormwater management system applicable to the Brookhaven Project. The assessments as referenced above shall be used for the maintenance and repair of the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements. In the event of termination, dissolution or final liquidation of the Master Association, the responsibility for the operation and maintenance of any surface water or stormwater management system applicable to the Brookhaven Project must be transferred to an entity which would comply with relevant law including, if applicable, Section 40C-42.027, F.A.C., and be approved by any applicable water management district prior to such termination, dissolution or liquidation.

IN WITNESS WHEREOF, the incorporator hereto has hereunto set his hand and seal this 17th day of March, 2011.

SR-100 Vest, LLC, a Florida limited liability company

By: MDC Palm Coast, LLC, a Florida limited liability company
Manager

By: [Signature]
Michael, L. Ely, President

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 17th day of March, 2011, by Michael L. Ely, President of MDC Palm Coast, LLC, a Florida limited liability company, Manager of SR-100 Vest, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me.

[Signature]
Signature

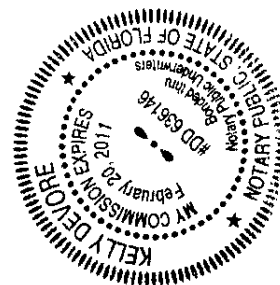
Notary Name:

Title/Rank: Notary Public, State of Florida

Serial #:

My commission expires:

This instrument was prepared by:
Weinstock & Scavo, P.C./Cathleen Robson Smith, Esq.
3405 Piedmont Road, Suite 300
Atlanta, Georgia 30305



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

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

First – **BROOKHAVEN PROJECT MASTER ASSOCIATION, INC.**, desiring to organize under the laws of the State of Florida, with its principal office, as indicated in the Articles of Incorporation, at c/o 145 City Place, Suite 301-A, Palm Coast, Flagler County, Florida 32134, has named Michael D. Chiumento III, Esq., located at Chiumento, Guntharp & Selis, P.L., 145 City Place, Suite 301-A, Palm Coast, Flagler County, Florida 32164, as its agent to accept service of process within this state.

ACKNOWLEDGEMENT: (MUST BE SIGNED BY DESIGNATED AGENT)

Having been named to accept service of process for the above stated corporation, at place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provisions of said Act relative to keeping open said office.

CHIUMENTO, GUNTARP & SELIS, P.L.

By: _____

Michael D. Chiumento III, Esq.

Ely, mike\palm coast project\documents\2011 amendment and extension \master association articles 3-3-11

FILED
2011 MAR 18 AM 8:08
STATE OF FLORIDA
TALLAHASSEE, FLORIDA