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96 JAN 17 AM 11:12
DIVISION OF CORPORATION

ACCOUNT NO. : 072100000032
REFERENCE : 807158 4319562
AUTHORIZATION : *Patricia Pujato*
COST LIMIT : \$ 122.50

ORDER DATE : January 17, 1996
ORDER TIME : 9:46 AM
ORDER NO. : 807158 200001690682
CUSTOMER NO: 4319562
CUSTOMER: Ms. Janet English
LENNAR CORPORATION
4th Floor
700 N.w. 107th Avenue
Miami, FL 33172

DOMESTIC FILING

NAME: KINGS RIDGE COMMUNITY ASSOCIATION, INC.

ARTICLES OF INCORPORATION
 CERTIFICATE OF LIMITED PARTNERSHIP

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

CERTIFIED COPY
 PLAIN STAMPED COPY
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Clint D. Fuhrman
EXAMINER'S INITIALS:

FILED
96 JAN 17 AM 10:08
STATE OF FLORIDA
CORPORATION

SAB
1/18/96

ARTICLES OF INCORPORATION

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96 JAN 17 AM 10:08

OF

KINGS RIDGE COMMUNITY ASSOCIATION, INC.
(A CORPORATION NOT FOR PROFIT)

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In compliance with the requirements on the Laws of the State of Florida, and for the purpose of forming a corporation not for profit, the undersigned does hereby acknowledge:

ARTICLE I
NAME OF CORPORATION

The name of the corporation is KINGS RIDGE COMMUNITY ASSOCIATION, INC. ("Community Association").

ARTICLE II
REGISTERED OFFICE - REGISTERED AGENT

The street address of the Registered Office of the Community Association is 14145 Kings Ridge Boulevard, Clermont, Florida 34711. The name of the Registered Agent of the Community Association is E. Bing Hacker.

ARTICLE III
DEFINITIONS

The definitions contained in the Community Declaration of Restrictive Covenants ("Community Declaration") relating to the project known as Kings Ridge at Clermont, recorded, or to be recorded, in the Public Records of Lake County, Florida, are incorporated herein by reference and made a part hereof.

ARTICLE IV
PURPOSE OF THE COMMUNITY ASSOCIATION

The Community Association is formed to: (a) provide for ownership, operation, maintenance and preservation of the Common Area, and improvements thereon; (b) provide Community Services; (c) perform the duties delegated to it in the Community Declaration; (d) administer the interests of the Community Association and its members, within the Properties; (e) promote the health, safety and welfare of the members of the Community Association.

ARTICLE V
NOT FOR PROFIT

The Community Association is a not for profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its

members.

ARTICLE VI
POWERS OF THE COMMUNITY ASSOCIATION

The Community Association shall, subject to the limitations and reservations set forth in the Community Declaration, including, but not limited to, the Club Covenants, have all the powers, privileges and duties reasonably necessary to discharge its obligations, including, but not limited to, the following:

(a) To perform all the duties and obligations of the Community Association set forth in the Community Declaration and By-Laws, as herein provided.

(b) To enforce, by legal action or otherwise, the provisions of the Community Declaration and By-Laws and of all rules, regulations, covenants, restrictions and agreements governing or binding the Community Association and Properties.

(c) To fix, levy, collect and enforce payment, by any lawful means, of all charges or assessments pursuant to the terms of the Community Declaration, these Articles and By-Laws, including, but not limited to, the cost of maintenance and operation of the Surface Water or Stormwater Management System.

(d) To pay all expenses in connection with, and all office and other expenses incidental to, the conduct of the business of the Community Association, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of the Community Association and payments required pursuant to the Club Covenants and to maintain and repair the Surface Water or Stormwater Management System including structures and drainage easements.

(e) To acquire (by gift, purchase or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including the Common Area and/or Community Services) in connection with the functions of the Community Association.

(f) To borrow money, and to mortgage, pledge or hypothecate any or all of its real or personal property as security for money or debts incurred.

(g) To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of, the Properties to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it

determines.

(h) To participate in mergers and consolidations with other non-profit corporations organized for the same purposes.

(i) To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing the Community Association, Properties, Common Area, Community Services, Homesites and Club Facilities as provided in the Club Covenants and to affectuate all of the purposes for which the Community Association is organized.

(j) To have and to exercise any and all powers, rights and privileges which a non-profit corporation, organized under the Laws of the State of Florida may now, or hereafter, have or exercise.

(k) To employ personnel and retain independent contractors to contract for management of the Community Association, Properties and Common Area, Community Services and Club Facilities as provided in the Club Covenants and to delegate in such contract all or any part of the powers and duties of the Community Association.

(l) To contract for services to be provided to, or for the benefit of, the Community Association, its members, Common Area, Community Services, and Properties and Club Facilities as provided in the Club Covenants such as, but not limited to, security services, maintenance, garbage pick-up and other utilities.

(m) To establish committees and delegate certain of its functions to those committees.

(n) To operate, maintain and manage the Surface Water or Stormwater Management System(s) in a manner consistent with the St. Johns River Water Management District Permits issued in connection with the Community, from time to time, requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained in the Community Declaration.

ARTICLE VII VOTING RIGHTS

The Community Association shall have two (2) classes of voting members:

CLASS A. The Owner of each Homesite shall be a Class A member. Each Class A member shall be entitled to one (1) vote for each Homesite owned. When more than one (1) person owns an interest in any Homesite, all persons shall be members. The vote associated with that Homesite shall be exercised as they determine, but in no event shall more than the one (1) vote be cast with

respect to any Homesite.

Each Class A member shall also be a member of a Neighborhood Association. The Neighborhood Association shall represent the interests of its members in the Community Association. Each Neighborhood Association shall elect three (3) Class A Voting Member ("Neighborhood Voting Member") who shall cast as many votes as there are Homesites owned by Owners other than Declarant in the Neighborhood. Each Neighborhood Association shall elect its Neighborhood Voting Members in the same manner, and subject to the same terms as to duration of office, removal and qualifications, as it elects its own directors. Each Neighborhood Voting Member shall be a director of the Neighborhood Association.

Each Neighborhood Association shall give written notice to the Community Association of the persons elected or designated as its Neighborhood Voting Members, at or before the first meeting of the Community Association which the Neighborhood Voting Member is to attend. The Community Association and all other Neighborhood Voting Members (and their constituents) shall be entitled to rely on such notices as constituting the authorization of the Neighborhood Association (and its members) to the designated Neighborhood Voting Members to cast all votes of the Neighborhood Association (and its members) and to bind same in all Community Association matters until such notice is changed, superseded or revoked.

When reference is made in this Community Declaration, or in the Articles or By-Laws or other documents to a majority or specific percentage of Owners, such reference shall be deemed to be a reference to a majority or specific percentage of the vote of Owners represented by their respective Neighborhood Voting Members at a duly constituted meeting thereof (i.e., one for which proper notice has been given and at which a quorum exists) and not of the Owners themselves or their Homesites. To the extent lawful, the foregoing shall apply to, without limitation, the establishment of a quorum at any applicable meeting.

CLASS B. The Declarant is the Class B member. The Class B member shall be entitled to the total of: (a) one (1) vote; and (b) two (2) votes for each vote to which the Class A members are entitled to cast from time to time. The Class B membership shall cease on the happening of the earlier of the occurrence of one of the following events:

- (a) Six (6) months after the Community Completion Date.
- (b) Such earlier date as Declarant may determine.

ARTICLE VIII
BOARD OF DIRECTORS

The affairs of the Community Association shall be managed by a Board consisting of three (3) persons. Board members appointed by Declarant or elected by Class B members need not be members of the Community Association. Board members elected by Class A members must be members of the Community Association.

The election, or appointment, as the case may be, of Directors shall be held at the annual meeting. Directors shall be elected, or appointed, as the case may be, for a term expiring on the date of the next annual meeting.

The Directors named in these Articles shall serve until the next election of Directors. Any vacancies in the first Board shall be filled by the Declarant. The names and addresses of the members of the first Board who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

NAME	ADDRESS
E. Bing Hacker	14145 Kings Ridge Blvd. Clermont, FL 34711
Marco Di George	14145 Kings Ridge Blvd. Clermont, FL 34711
Marshall H. Ames	14145 Kings Ridge Blvd. Clermont, FL 34711

As provided in F.S. 617.307:

(1) Members other than the Declarant are entitled to elect at least a majority of the Board of the Community Association, three (3) months after ninety (90%) percent of the Homesites in all phases of the Community that will ultimately be operated by the Community Association have been conveyed to Owners.

For purposes of this Section, the term "Members other than the Declarant" shall not include builders, contractors, or others who purchase a Homesite or Parcel for the purpose of constructing improvements thereon for resale.

(2) The Declarant is entitled to elect at least one Member of the Board of the Community Association as long as the Declarant holds for sale in the ordinary course of business at least 5 percent of the Homesites in all phases of the Community. After the Declarant relinquishes control of the Community Association, the Declarant may exercise the right to vote any developer-owned voting

interests in the same manner as any other Member, except for purposes of reacquiring control of the Community Association or selecting the majority of the members of the Board.

ARTICLE IX DISSOLUTION

In the event of the dissolution of the Community Association other than incident to a merger or consolidation, any member may petition the Circuit Court having jurisdiction of the Judicial Circuit of the State of Florida for the appointment of a receiver to manage its affairs of the dissolved Community Association and to manage the Common Area and Community Services, in the place and stead of the Community Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Community Association and its properties. In the event of termination, dissolution or final liquidation of the Community 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 St. Johns River Water Management District prior to such termination, dissolution or liquidation.

ARTICLE X DURATION

The Community Association shall have perpetual existence.

ARTICLE XI AMENDMENTS

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

1. Proposal. Amendments to these Articles may be proposed by a vote of the majority of the Board. Until the Project Completion Date, amendments may also be proposed by the Class B member. Thereafter, amendments may also be proposed by twenty-five percent (25%) of the members of each Class entitled to vote on the Amendment.

2. Call for Meeting. Upon the adoption of a resolution proposing an amendment, the Community Association shall thereupon call a special meeting of the class of membership(s) entitled to vote on the amendment, unless it is to be considered at an annual meeting. It shall be the duty of the Secretary to give each member written notice stating the purpose of the meeting, place, day and hour of the meeting, and setting forth the proposed amendment or a summary

of the changes to be effected thereby. Notice shall be delivered not less than five (5) or more than sixty (60) days before the date of the meeting, either personally or by first class mail, addressed to the member at the address as it appears on the books of the Community Association.

3. **Vote Necessary.** In order for an amendment to become effective, it must be approved at a duly called meeting by an affirmative vote of: (i) until the sale of a Homesite in the Community to an Owner other than Declarant, by a majority of the Board; and (ii) thereafter, while Class B memberships exist, by a majority of the Class B members only; and (iii) thereafter, by sixty-six (66%) percent of the votes of both the Class A members and Board.

4. **By Written Statement.** Notwithstanding the provisions of 1 and 2 above, if an amendment may be adopted by the Board or members, if the required number of the Board or members eligible to vote sign a written statement manifesting their intention that an amendment be adopted, then the amendment shall thereupon be adopted.

5. **Filing.** Articles of Amendment containing the approved amendment shall be executed by Community Association by its President or Vice President and attested by its Secretary or Assistant Secretary. The Articles of Amendment shall set forth:

- (a) The name of the corporation.
- (b) The amendment(s) so adopted.
- (c) The date of the adoption of the amendment.

Articles of Amendment shall be filed, together with the appropriate filing fees, within ten (10) days from approval with the office of the Secretary of State of Florida for approval.

6. **Limitations.**

A. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Community Declaration.

B. There shall be no amendment to these Articles which shall abridge, reduce, amend, effect or modify the rights of: (i) Declarant and/or Club Owner, including, without limitation, the right to designate and select the Directors as provided herein and the rights reserved, or granted, to Declarant and/or Club Owner in the Community Declaration, without the prior written consent thereto by Declarant and/or Club Owner, which may be granted or denied in its sole discretion; and (ii) any Mortgagee without the prior written consent of such Mortgagee; and (iii) the Club Owner, without the prior written consent of such Club Owner, which may be

granted or denied, in its sole discretion.

ARTICLE XII
INCORPORATOR

The name and address of the Incorporator of this corporation is:
Lennar Homes, Inc., 700 N.W. 107th Avenue, Miami, Florida 33172.

ARTICLE XIII
OFFICERS

The Board shall elect a President, Secretary, Treasurer, and as many Vice-Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine.

The names and addresses of the Officers who shall serve until their successors are elected by the Board are as follows:

President: E. Bing Hacker

Vice President: Marco Di George

Secretary/Treasurer: Marshall H. Ames

ARTICLE XIV
INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Community Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which such Director or Officer may be made a party by reason of being or having been a Director or Officer of the Community Association, including reasonable counsel fees at all levels of proceeding. This indemnification shall not apply to matters wherein the Director or Officer shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officers may be entitled.

ARTICLE XV
TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

No contract or transaction between the Community Association and one (1) or more of its Directors or Officers or Declarant or Club Owner, or between the Community Association and any other corporation, partnership, association, or other organization in

which one (1) or more of its Officers or Directors are officers, directors or employees or otherwise interested shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose. No Director or Officer of the Community Association shall incur liability by reason of the fact that said Director or Officer may be interested in any such contract or transaction.

Interested Directors shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board which authorized the contract or transaction.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the Laws of the State of Florida, the undersigned, being the Incorporator of this Community Association, has executed these Articles of Incorporation this 16th day of January, 1996.

Janet S English
Print Name: Janet S. English
Beatrice S. Problod

LENNAR HOMES, INC.

By: M. E. Saleda
M. E. Saleda
its Vice President

Print Name: Beatrice S. Problod

STATE OF FLORIDA
COUNTY OF DADE

The foregoing instrument was acknowledged before me this 16th day of January, 1996, by M. E. Saleda, as Vice President of Lennar Homes, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He/she is personally known to me or has produced N/A as identification and ~~did~~ (did not) take an oath.

Janet S English
Notary Public
Print Name: Janet S. English
My commission Expires: _____
OFFICIAL NOTARY SEAL
JANET S ENGLISH
COMMISSION NUMBER
CC215052
MY COMMISSION EXP.
AUG. 10.1996

I HEREBY ACCEPT THE DESIGNATION AS REGISTERED AGENT AS SET FORTH IN THESE ARTICLES OF INCORPORATION.

M. J. Watsky
Morris J. Watsky

FILED
JAN 17 1996
09

SENTRY
Management, Inc.
COMMUNITY ASSOCIATION MANAGEMENT

N96000000289

July 3, 1996

2180 West SR 434
Suite 5000
Longwood, FL 32779

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

RE: Kings Ridge Community Assn, Inc.
Document Number N96000000289

PH: 407-788-6700
FAX: 407-788-7488

Gentlemen:

Would you please correct the mailing address and the business address of the subject corporation to read:

2180 West SR 434, Suite 5000
Longwood, FL 32779-5044

We will be filing a Change of Registered Agent form shortly. Should you have reason to correspond with us concerning this association, please refer to it by name. We manage almost 300 such associations and correspondence addressed to Sentry Management cannot be identified.

Thank you.

Sincerely,

SENTRY MANAGEMENT, INC.

Sherri Barwick

Sherri Barwick
Manager of Operations

cc: RWhite

