



THE UNITED STATES
CORPORATION
COMPANY

N 97000007013

ACCOUNT NO. : 072100000032

REFERENCE : 638930 150312A

AUTHORIZATION :

COST LIMIT : \$ PPD

ORDER DATE : December 17, 1997

ORDER TIME : 10:08 AM

ORDER NO. : 638930-005

CUSTOMER NO: 150312A

400002374794--8

-12/17/97--01050--017

***245.00 ***122.50

CUSTOMER: Ms. Jeanette C. Ferguson
MILLER SOUTH & DIMASI, P.A.

Suite 120
2699 Lee Road
Winter Park, FL 32789

DOMESTIC FILING

NAME: MAGNOLIA POINTE CUSTOM
HOMEOWNERS' ASSOCIATION, INC.

EFFECTIVE DATE:

XX ARTICLES OF INCORPORATION
 CERTIFICATE OF LIMITED PARTNERSHIP

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
 PLAIN STAMPED COPY
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Deborah Schroder

EXAMINER'S INITIALS:

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
97 DEC 17 PM 12:56
RECEIVED
97 DEC 17 AM 11:37
DIVISION OF CORPORATION

g 12/17/97

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
97 DEC 15 PM 12:56

**ARTICLES OF INCORPORATION
OF MAGNOLIA POINTE CUSTOM HOMEOWNERS' ASSOCIATION, INC.**

The undersigned, by these Articles, associate themselves for the purpose of forming a corporation not for profit under Chapter 617 of the Florida Statutes, and certify as follows:

**ARTICLE I
NAME AND ADDRESS**

The name of the corporation shall be MAGNOLIA POINTE CUSTOM HOMEOWNERS' ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association", and shall have as its principle office address and mailing address 12543 Magnolia Cove Court, Clermont, Florida 34711.

**ARTICLE II
PURPOSE AND DEFINITIONS**

2.1 Purpose. The purpose for which the Association is organized is to provide an entity for the operation of the Property as defined in the Declaration of Covenants and Restrictions for MAGNOLIA POINTE to be recorded in Public Records of Lake County, Florida, as may be amended from time to time (the "Declaration") and the preservation and maintenance thereof as further set forth in the Declaration.

2.2 Nonprofit Character of Association. The Association does not contemplate pecuniary gain or profit, direct or indirect, to its Members. The Association shall make no distributions of income to its Members, directors, or officers.

2.3 Definitions. The definitions set out in Article I of the Declaration are incorporated herein by reference.

**ARTICLE III
POWERS, DUTIES AND ASSESSMENTS**

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

3.1 Common Law and Statutory Powers. The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these articles.

3.2 Powers in the Declaration. The Association shall have all of the powers and duties set forth in the Declaration reasonably necessary to operate the Property as set forth in the Declaration, including, but not limited to, the following:

- (1) To make and collect assessments against owners of a Homesite or Homesites within the Property to defray the costs, expenses and losses of the Association.
- (1) To use the proceeds of assessments and billings in the exercise of its powers and duties.
- (1) To maintain, repair, replace and operate those portions of the Property as provided in the Declaration.
- (1) To purchase insurance for the protection of the Association and its Members as defined in the Declaration, as well as liability insurance for the protection of the officers and directors of the Association as may be determined by the Board of Directors in its sole discretion.
- (1) To make and amend reasonable Rules and Regulations respecting the use of the Property as defined in the Declaration.
- (1) To enforce by legal means the provisions of the Declaration, these Articles, the By-Laws of the Association and the Rules and Regulations for the use of the Property.
- (1) To contract for the management and maintenance of the Property as is provided for in the Declaration, and to authorize the management agent to assist the Association in carrying out its powers and duties by performing such functions as collection of assessments, preparation of records, enforcement of rules and maintenance of such areas of the Property as provided in the Declaration. The Association shall, however, retain at all times the power and duties set out herein, in the Declaration and in the By-Laws.
- (1) To employ personnel to perform the services required for proper operation of the Property and the Association, and to supervise all such employees.
- (1) Reconstruct the improvements on the Common Areas after casualty and to further improve the Property.
- (1) The Association shall levy and collect adequate assessments against Members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.
- (1) The assessments shall be used for the maintenance and repair of surface water or stormwater management systems including

structures and drainage easements.

3.3 Power to Acquire Homesites. The Association shall have the power to purchase a Homesite or Homesites in the Property and hold title to the Common Areas and to hold, lease, mortgage and convey the same.

3.4 Duties. The Association shall operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the governing Water Management District requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein.

ARTICLE IV MEMBERS

4.1 Member. The Members of the Association shall consist of the Developer and all the Owners of a Homesite or Homesites within the Property as defined in the Declaration, provided that any such person or entity who holds such interest merely as security for the performance of any obligation shall not be a Member, unless they have obtained record title to the Homesite by foreclosure or deed in lieu of foreclosure.

4.2 Change of Membership. Change in membership in the Association shall be established by recording in the Public Records of Lake County, Florida, a deed or other instrument establishing record title to a Homesite in the Property. The Owner designated by such instrument then becomes a Member of the Association and the membership of the prior Owner is terminated. The new Owner shall notify the Association of the recording of a deed or other instrument establishing record title and shall furnish the Association a certified copy of such instrument.

4.3 Membership Rights Appurtenant to Homesite Ownership. 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 his Homesite.

ARTICLE V VOTING RIGHTS

The Association shall have two classes of voting membership (both classes of which shall be collectively referred to herein as Members) as follows:

Class A. Class Members shall be all those Members as defined in Article IV hereof with the exception of the Developer. One (1) vote shall be allocated to each Homesite owned by a Class A Member. When more than one person holds such interest or interests in any Homesite, all such persons shall be Members, and the person entitled to cast the vote for the Homesite shall be designated by a certificate filed with the Secretary of the Association at any time before the vote is cast signed by all record owners of the Homesite. If any Homesite is owned by a corporation, a similar certificate shall be required designating the person entitled to cast the vote for such Homesite. Lacking such certificate by multiple owners or corporation, then the vote for

that Homesite shall not be considered in determining the requirement for a quorum or any other purpose until such certificate is filed with the Secretary of the Association; except, however, when title to a Homesite is held by a husband and wife, the husband and wife may, but shall not be required to, designate a voting member. If they do not designate a voting Member, and if both are present at a meeting, only one may vote on any given matter. If they are unable to agree on who shall vote, their vote shall not be counted. If no voting member is designated and only one spouse is present at a meeting, the spouse present may cast the vote for the Homesite, without establishing the concurrence of the absent spouse. In no event shall more than one vote be cast with respect to any Homesite.

Class B. The Class B Member shall be the Developer, its successors or its assigns. The Class B Member shall be entitled to four (4) votes per Homesite until the Turnover Date. The Class B Membership shall cease and be converted to Class A membership and be entitled to vote as such on the Turnover Date as defined in Article V, Section 3 of the Declaration.

ARTICLE VI DIRECTORS

6.1 Size of Board of Directors. The affairs of the Association shall be managed by a Board of Directors of no less than three (3) Directors and no more than seven (7) Directors, provided the Board shall always be composed of an odd number of Directors.

6.2 First Board of Directors. The first election of Directors shall not be held until the Turnover Date as defined in article V, Section 3, of the Declaration. The Directors named in these Articles shall serve until the first election of Directors, or until replaced by the Developer in its sole discretion. Any vacancies in the Board of Directors occurring before the first election of Directors shall be filled by the Developer appointing a replacement. With the exception of Developer-appointed members of the Board of Directors, each Director shall be a Member of the Association. Until the Turnover Date, directors need not be Members of the Association.

6.3 Composition of the First Board of Directors. The name and address of the member of the first Board of Directors, who shall hold office until his successors are elected and have been qualified, or until his resignation, removal or appointment of additional directors are as follows:

J. Todd South	2699 Lee Road, Suite 120, Winter Park, Florida 32789
Daniel J. Decker	12543 Magnolia Cove Court, Clermont, Florida 34711
Timothy P. Hoban	220 West Alfred Street, Tavares, Florida 32778

6.4 Electing Officers. Directors shall be elected in the manner set forth in the By-Laws of the Association.

ARTICLE VII

OFFICERS

The affairs of the Association shall be administered by the officers designated in the By-Laws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association, and they shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President/Secretary: DANIEL J. DECKER

ARTICLE VIII

INDEMNIFICATION

8.1 Indemnification. Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities including counsel fees reasonably incurred by or imposed upon him in connection with any proceeding whether civil, criminal, administrative or investigative, or any settlement of any proceeding, or any appeal from such proceeding to which he may be a party or in the Association, or having served at the Association's request as a Director or officer of any other corporation, whether or not he is a Director or officer at the time such expenses are incurred, regardless of by whom the proceeding was brought, except in relation to matters as to which any such Director or officer shall be adjudged liable for gross negligence or willful misconduct, in the performance of his duties, provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

8.2 Expenses. Expenses incurred in defending a suit or proceeding whether civil, criminal, administrative or investigative shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the Director or officer to repay such amount if it shall ultimately be determined that he is not to be indemnified by the Association as authorized by these Articles of Incorporation.

8.3 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director or officer of the Association, or is or was serving at the request of the Association as a Director or officer of another association or corporation, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of these Articles of Incorporation. The Association may purchase liability insurance on behalf of any person who is or was a Director or officer of the Association, insuring against any liability asserted against him and incurred by him in such capacity, or arising out of his status as such.

ARTICLE IX

BY-LAWS

The By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the By-Laws.

ARTICLE X AMENDMENTS

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

10.1 Notice of Amendment. A resolution for the adoption of a proposed amendment shall be included in the notice of any meeting at which proposed amendment is considered.

10.2 Adoption of Resolution. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by Members having two-thirds (2/3) of the votes of each class of Members of the Association. Directors and Members not present in person or by proxy at the meeting to consider the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. A resolution adopting a proposed amendment must bear the approval of not less than a majority of the Board of Directors and by the affirmative vote if not less than two-thirds (2/3) of the votes of either class of members of the Association.

10.3 Amendment by Agreement. In the alternative, an amendment may be made by an agreement signed and acknowledged by all Members of each class of Association Members, in the manner required for the execution of deeds.

10.4 Developer Amendment. Notwithstanding anything contained herein to the contrary, until the Turnover Date as defined in Article V of the Declaration, these Articles of Incorporation may be amended by the Developer filing such an amendment with the office of the Secretary of State of Florida, which amendment need only be joined by a majority of the members of the Board of Directors of the Association.

10.5 Amendments. No amendment shall make any changes in the qualifications for membership or the voting rights of Members, or any change of Section 6.2 of Article VI hereof, without approval in writing by all Members of each class, except in the event of such amendment is made in accordance with the provisions of Section 10.4 hereof.

ARTICLE XI TERM

11.1 Term. The term of the Association shall be perpetual, unless otherwise sooner terminated.

11.2 Dissolution. The Association may be dissolved with written assent signed by not less than two-thirds (2/3) of each class of Members. Upon dissolution of the Association, other

than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

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 be approved by the governing Water Management District prior to such termination, dissolution or liquidation.

ARTICLE XII EXISTENCE AND DURATION

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

ARTICLE XIII INCORPORATOR

The name and address of the incorporator of the Association are as follows:

J. Todd South
Miller, South & Di Masi, P.A.
2699 Lee Road, Suite 120
Winter Park, Florida 32789

ARTICLE XIV REGISTERED AGENT

The street address of the Association's initial registered office is 2699 Lee Road, Suite 120, Winter Park, Florida 32789 and the name of its initial registered agent, at the address, is J. Todd South.

IN WITNESS WHEREOF, the said incorporator has hereunto affixed his signature on this 16th day of December, 1997.



J. Todd South, Incorporator

**CERTIFICATE DESIGNATING REGISTERED AGENT
FOR THE SERVICE OF PROCESS IN THIS STATE**

Pursuant to Chapter 48, Florida Statutes, the following is submitted in compliance with said Act.

MAGNOLIA POINTE CUSTOM HOMEOWNERS' ASSOCIATION, INC. desiring to organizing as a corporation under the laws of the State of Florida, with its registered office at 2699 Lee Road, Suite 120, Winter Park, Florida 32789, has named J. Todd South, as its Registered Agent to accept service of process within this state.

ACKNOWLEDGMENT:

Having been named to accept service of process for the above-stated corporation, at the place designated in this Certificate, I hereby agree to act in such capacity, agree to comply with the provisions of all applicable laws and I state that I am familiar with and accept the obligations of my position in accordance with 617.0501, Florida Statutes.

By: _____

J. Todd South

Dated: December 16th, 1997

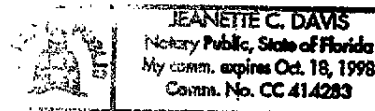
STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 16th of December, 1997, by J. Todd South, who is personally known to me.

Jeanette C. Davis
Notary Public

Print Name: Jeanette C. Davis

My commission expires: 10/18/98



FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
97 DEC 17 PM 12:56