

N 99000000771

Greenberg Traurig

Requestor's Name

Address

Michelle 425-8536

City/State/Zip

Phone #

Office Use Only

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. Marsh Crossing Homeowners' Association
(Corporation Name) (Document #)

2. (Corporation Name) (Document #)

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*****70.00 *****70.00

3. (Corporation Name) (Document #)

4. (Corporation Name) (Document #)

☒ Walk in

☒ Pick up time call me

☐ Certified Copy

☐ Mail out

☐ Will wait

☐ Photocopy

☐ Certificate of Status

NEW FILINGS	
<input type="checkbox"/>	Profit
<input checked="" type="checkbox"/>	NonProfit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/ Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/ QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

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TALLAHASSEE, FLORIDA

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TALLAHASSEE, FLORIDA

**ARTICLES OF INCORPORATION
OF
MARSH CROSSING HOMEOWNERS' ASSOCIATION, INC.**

In compliance with the requirements of Florida Statutes, Chapter 617, the undersigned incorporator has executed, adopted and caused to be delivered for filing these Articles of Incorporation for the purpose of forming a corporation not for profit and does hereby certify:

ARTICLE I

NAME OF CORPORATION

The name of the corporation is MARSH CROSSING HOMEOWNERS' ASSOCIATION, INC. (hereinafter called the "Association").

ARTICLE II

PRINCIPAL OFFICE OF THE ASSOCIATION

The principal place of business and the mailing address of the Association is located at 3 Waterside Parkway, Palm Coast, Florida 32137.

ARTICLE III

REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 3 Waterside Parkway, Palm Coast, Florida 32137, and the name of the initial registered agent at that address is Jim Cullis.

ARTICLE IV

DEFINITIONS

Unless otherwise provided herein to the contrary, all terms and words utilized herein shall be as defined in that certain Declaration of Covenants, Conditions and Restrictions for MARSH CROSSING HOMEOWNERS' ASSOCIATION, INC., Palm Coast, Flagler County, Florida, to be recorded in the Public Records of Flagler County, Florida, as it may from time to time be amended as provided therein (hereinafter called the "Declaration"), said Declaration being incorporated herein as if set forth at length.

ARTICLE V

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit, and has been organized for the maintenance, preservation and architectural control of the development on that certain property located in Flagler County, Florida, and more particularly described on Exhibit "A" attached hereto and incorporated herein. The Association has been organized for the purposes set forth in the Declaration including, without limitation, the following:

1. to acquire (by gift, purchase or otherwise), own, hold, improve, building 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 Association.

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Without limiting the foregoing, the Association may own, improve, build, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of the Common Areas and Areas of Common Responsibility, including, but not limited to, Recreational Amenities, Surface Water Management System, parking areas, buildings, structures and personal property incident thereto, subject to the terms, conditions and restrictions set forth in the Declaration;

2. to fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;
3. to borrow money and mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, subject to the terms, conditions and restrictions set forth in the Declaration;
4. to participate in mergers and consolidations with other not-for-profit corporations organized for the same purposes or annex additional property and Common Area;
5. to enforce any and all covenants and agreements pursuant to the Declaration; and
6. to pay taxes and insurance, if any, on the Common Areas within the ownership or control of the Association.

The Association shall exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the Declaration as the same may from time to time be amended under the terms hereof. The Association shall further have and exercise any and all powers, rights and privileges which a corporation organized under the Florida Not-For-Profit Corporation Act by law may now or hereafter have or exercise.

ARTICLE VI

MEMBERSHIP

Section 1. Members. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot, Dwelling, Multi-Family Tract, Development Unit Parcel and Unsubdivided Land which is subject to the Declaration, shall be a Member of the Association. A Neighborhood Association shall not have any membership in the Association as a result of being the Owner of any property subject to the Declaration as common properties or common elements of any such association or the Owner of the Lots or Dwellings, as the case may be. The foregoing is not intended to include Mortgagees or any other persons or entities who hold an interest merely as security for the performance of an obligations, and giving of a security interest shall not terminate or otherwise affect an Owner's membership in the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot, Dwelling, Multi-Family Tract, Development Unit Parcel or Unsubdivided Land which is subject to assessment by the Association. The manner of admission to membership in the Association, together with other provisions pertaining thereto, shall be as more particularly described in the By-Laws of the Association and/or the Declaration.

Section 2. Suspension of Rights. Except for voting rights, the membership rights of any person whose interest in the Property is subject to Assessments under the Declaration whether or not he be personally obligated to pay such Assessments, may be suspended by action of the Directors during the period when the

Assessments remain unpaid, but upon payment of such Assessments, his rights and privileges shall be automatically restored. If the Directors have adopted and published rules and regulations governing the use of the Common Areas and facilities, and the personal conduct of any person thereon, as provided in the Declaration, they may, in their discretion, suspend the rights of any such person for violation of such rules and regulations as set forth therein.

Section 3. Change of Membership. Change of membership in the Association shall be established by recording in the Public Records of Flagler County, Florida, a deed or other instrument establishing a record title to a Lot or Parcel in the Property. The Owner designated by such instrument thus 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 if required by the Association.

Section 4. Membership Appurtenant to Parcel. 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 respective Parcel.

Section 5. Membership Rights Subject to Payment of Assessments. The rights of membership are subject to the payment of Assessments levied by the Association, the obligation of which Assessments is imposed against each Owner and becomes a lien upon the property or the Owner in the Development.

ARTICLE VII

MEETING OF MEMBERS; QUORUM REQUIREMENTS

At any meeting, the presence of Members representing one-third (1/3) of the votes of all Members, in person or by proxy, shall constitute a quorum for the transaction of business; provided, however, if the required quorum is not present, another meeting may be called, not earlier than sixty (60) days following the first meeting, and the required quorum at the subsequent meeting shall be the Members present, in person or by proxy, and entitled to vote. Unless otherwise provided, any reference thereafter to "votes cast" at a duly called meeting shall be construed to be subject to the quorum requirements established herein, and any other requirements for such duly called meeting which may be established by the By-Laws of the Association. This provision shall not apply when the proposed action is the amendment of the Declaration, and the quorum requirement established by Section 13.3 of the Declaration shall govern in that instance.

ARTICLE VIII

VOTING RIGHTS

The Association shall have five (5) types of voting memberships which are as follows:

TYPE A: Type A Members shall be Owners (including the Declarant) of Lots and Dwellings. A Type A Member shall be entitled to one (1) vote for each Lot or Dwelling owned.

TYPE B: Type B Member shall be the Owners (including the Declarant) of Multi-Family Tracts. No specific number of votes is reserved hereunder for Multi-Family Tracts, there being none at the date hereof. The number of votes for each Multi-Family Tract owned by an Owner shall be that number as shall be set forth in a Supplemental Declaration upon the designation of any of the Additional Property as a Multi-Family Tract.

TRACT C: Type C Members shall be the Owners of Development Unit Parcels. No specific number of votes is reserved hereunder for Development Unit Parcels, there being none at the date hereof. The number of votes for each Development Unit Parcel owned by an Owner shall be that number as shall be set forth in a Supplemental Declaration upon the designation of any of the Additional Property as a Development Unit Parcel.

TYPE D: The Type D Member shall be the Declarant or its successors and assigns as Owner of Unsubdivided Land. No specific number of votes is reserved hereunder for Unsubdivided Lands, there being none at the date hereof. The number of votes for each piece, parcel or tract constituting Unsubdivided Land, and which is not contiguous to another such piece, parcel or tract, owned by the Declarant shall be that number as shall be set forth in a Supplemental Declaration upon the designation of any of the Additional Property as an Unsubdivided Land.

TYPE E: The Type E Member shall be the Declarant or its designated assign. The Type E Member shall be entitled to one (1) vote for each vote held by Type A, B, C and D Members, plus one (1) vote, until the first of the following dates: (a) December 31, 2010; (b) the date on which Declarant's right to appoint and remove any member or members of the Board of Directors or any officer or officers of the Association pursuant to Sections 10.1 and 13.1 of the Declaration is terminated; or (c) the date the Type E Member relinquishes its voting rights as a Type E Member in a Supplemental Declaration filed in the Public Records of Flagler County, Florida. Thereafter, the Type E Member shall exercise votes only as to its Type A, B, C, and D Memberships.

Meetings of the Members shall be held and voting of the Members shall be as provided in the Declaration.

ARTICLE IX

BOARD OF DIRECTORS

The affairs of the Association shall be governed by a Board of Directors consisting of three (3), five (5), seven (7), nine (9), or eleven (11) members. Initially, the Board shall consist of three (3) members, with the number in subsequent years to be determined by the members of the Board of Directors as provided for in the Declaration and By-Laws of the Association. As provided in Sections 10.1 and 13.1 of the Declaration and notwithstanding any other provision to the contrary contained in any instruments evidencing or establishing the Development, Declarant shall have the right to appoint or remove any member or members of the Board of Directors or any officer or officers of the Association until such time as the first of the following dates occurs: (a) December 31, 2010; (b) the date on which Declarant has conveyed to Owners other than Declarant property representing ninety percent (90%) of the total number of Lots and Dwellings on all of the Property as set forth in a Supplemental Declaration; or (c) the date the Declarant surrenders the authority to appoint and remove directors and officers of the Association by an express amendment to the Declaration executed and filed in the Public Records of Flagler County, Florida, by Declarant (said date referred to herein as the "Turnover Date"). After the Turnover Date, for the election of Directors, each Member of Types A, B, C, D and E membership classes shall be entitled to as many votes as equals the number of votes he is entitled to, based on his ownership of one or more of the various classifications of property or property interests as computed by the formula set out hereinabove in Articles VIII. All votes must be cast in whole numbers and not fractions thereof. Members are divided into classes for the sole purpose of computing voting rights and shall not vote as a class.

The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
Jim Cullis	3 Waterside Parkway Palm Coast, Florida 32137
W. Chris Vergani	3 Waterside Parkway Palm Coast, Florida 32137
Jim Donchez	3 Waterside Parkway Palm Coast, Florida 32137

ARTICLE X

OFFICERS

The day-to-day affairs of the Association shall be managed, subject to the direction and authority of the Board of Directors, by the officers of the Association, which may include a President, Vice President, Secretary and Treasurer and such other officers as permitted by the By-Laws. The names and addresses of those persons who shall act as officers of the corporation until the Board of Directors first annual organizational meeting and until their successors are duly elected and qualified as officers pursuant to the By-Laws are as follows:

	<u>NAME</u>	<u>ADDRESS</u>
President:	Jim Cullis	3 Waterside Parkway Palm Coast, Florida 32137
Vice President:	Stuart C. Rockett	3 Waterside Parkway Palm Coast, Florida 32137
Secretary/ Treasurer:	W. Chris Vergani	3 Waterside Parkway Palm Coast, Florida 32137
Assistant Secretary:	Jim Donchez	3 Waterside Parkway Palm Coast, Florida 32137
Assistant Secretary:	William Haussmann	3 Waterside Parkway Palm Coast, Florida 32137

ARTICLE XI

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by Members representing not less than two thirds (2/3) of the votes of each class of the Members or in any other manner provided by applicable law and not inconsistent with the Articles or the By-Laws of the Association. Upon dissolution, 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 accordance with the terms and conditions of the Declaration. 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 accordance with the terms and conditions of the Declaration.

ARTICLE XII

DURATION

The corporation shall exist perpetually.

ARTICLE XIII

AMENDMENTS

Amendment of these Articles shall require the approval by the affirmative vote of Members present, in person or by proxy, entitled to vote and holding at least two-thirds (2/3) of the total votes in the Association; provided, however, (a) that any amendment which materially and adversely affects the security, title and interest of any Mortgagee must be approved by such Mortgagee, and (b) during any period in which Declarant has the right to appoint or to remove any member or members of the Board of Directors or any officer or officers of the Association pursuant to Sections 10.1 and 13.1 of the Declaration, such amendment must be approved by Declarant.

ARTICLE XIV

BY-LAWS

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

ARTICLES XV

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. The Association shall defend, indemnify and hold harmless any person of the Association who is made a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceedings, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a director, officer, committee member, employee or agent of the Association:

- (a) From and against expenses (including reasonable attorneys' fees for pretrial, trial or appellate proceedings), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with an action, suit, or proceeding (other

than one by or in the right of the Association), if he acted in good faith, and, with respect to any criminal action or proceedings, he had no reasonable cause to believe his conduct was unlawful; and

- (b) From and against expenses (including reasonable attorneys' fees for pretrial, trial or appellate proceedings) actually and reasonably incurred by him in connection with the defense or settlement of an action or suit by or in the right of the Association, if he acted in good faith.

Section 2. The termination of any action, suit, or 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, with respect to any criminal action or proceeding, that such person had reasonable cause to believe that his conduct was unlawful.

Section 3. Notwithstanding any other provision hereof to the contrary, no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or misconduct in the performance of his duty to the Association.

Section 4. Any indemnification under Section 1 of this Article (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director or officer, committee member, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 of this Article. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of Directors, who were not parties to such action, suit, or proceeding, or (2) if such quorum is not obtainable, or even if obtainable and a quorum of disinterested Directors so directs, by a majority vote of Members of the Association.

Section 5. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association from time to time as incurred rather than only after the final disposition of such action, suit or proceeding. Payment of such expenses shall be authorized by the Board of Directors in each specific case only after receipt by the Association of any undertaking by or on behalf of the director or officer to repay such amounts if it shall later develop that he is not entitled to be indemnified by the Association.

Section 6. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which the Association's directors, officers, committee members, employees or agents may be entitled under the Association's By-Laws, agreement, vote of Members or disinterested directors, or otherwise, both as to actions in their official capabilities and as to action in another capacity while holding such offices or positions, and shall continue as to a person who has ceased to be a director, officer, committee member, agent or employee and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 7. Notwithstanding the foregoing provisions, indemnification provided under this Articles shall not include indemnification for any action of a director, officer, committee member, agent or employee of the Association for which indemnification is deemed to be against public policy. In the event that indemnification provided under this Article is deemed to be against public policy, such an event shall not invalidate or affect any other right or indemnification herein provided.

Section 8. The Association shall have the power, but shall not be obligated, to purchase and maintain indemnification insurance to provide coverage for any liability asserted against any director, officer, committee member, agent or employee of the Association in any of his capacities as described in Section 1 of this Article, whether or not the Association would have the power to indemnify him or her under this Article.

Section 9. Any person requesting indemnification shall first look to any insurance maintained by the Association for indemnification against expenses (including attorneys' fees), judgements, fines, and amounts paid in settlement (as described above). The Association shall be obligated to indemnify such person (if entitled to indemnification by the Association) only to the extent such insurance does not indemnify such person. In the event that any expenses, judgements, funds, or amounts paid in settlement are paid pursuant to insurance maintained by such Association, the Association shall have no obligation to reimburse the insurance company.

ARTICLE XVI

INCONSISTENCY

In the event of any inconsistency between the terms and provisions contained in the Declaration and those contained in the Articles of Incorporation, the terms and provisions of the Declaration shall prevail.

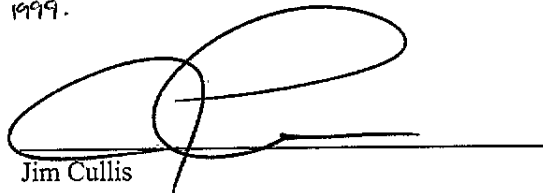
ARTICLE XVII

INCORPORATOR(S)

The name and street address of the sole incorporator to these Articles of Incorporation is as follows:

Jim Cullis
3 Waterside Parkway
Palm Coast, Florida 32137

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the sole incorporator of this Association, has executed these Articles of Incorporation this 3RD day of February, 1999.


Jim Cullis

STATE OF FLORIDA
COUNTY OF FLAGLER

I HEREBY CERTIFY that before the undersigned authority, personally appeared Jim Cullis, who is personally known to me or who has produced _____ as identification; has executed the foregoing Articles of Incorporation; has acknowledged the Articles of Incorporation; and has acknowledged the execution of such instrument for the uses and purposes therein expressed.

WITNESS my hand and official seal at Palm Coast, in the County of Flagler, State of Florida, this
3RD day of February, 1999.

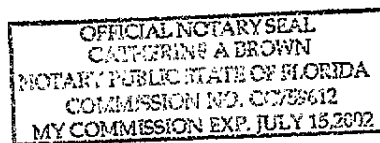
Catherine A Brown

Print Name: _____

Notary Public, State of Florida

My Commission Expires: _____

(Notary Seal)



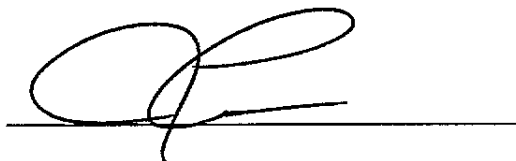
REGISTERED AGENT CERTIFICATE

In pursuance of the Florida Not-For-Profit Corporation Act, together with the provisions of Chapter 617 of the Florida Statutes applicable thereunder, the following is submitted in compliance with said statute:

That the Marsh Crossing Homeowners' Association, Inc., desiring to organize as a Florida not-for-profit corporation under the laws of the State of Florida, with its registered office, as indicated in the Articles of Incorporation, at 3 Waterside Parkway, Palm Coast, Florida 32137, and Jim Cullis, as its registered agent to accept service of process and perform such other duties as are required in the State.

ACKNOWLEDGMENT:

Having been named to accept service of process and serve as registered agent for the above-stated not-for-profit corporation, at the place designated in this Certificate, the undersigned, hereby agrees to act in this capacity, and agrees to comply with the provision of said statutes relative to keeping open said office, and further states it is familiar with, and accepts, the obligations of said statutes applicable to registered agents of Florida not-for-profit corporations.



Print Name: Jim Cullis

Dated: February 3, 1999

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