

Division of Corporations

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FLORIDA NON-PROFIT CORPORATION

Forest Glen Golf & Country Club Master Association,

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ARTICLES OF INCORPORATION
OF
FOREST GLEN GOLF & COUNTRY CLUB MASTER ASSOCIATION, INC.
(A CORPORATION NOT FOR PROFIT)

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

1. Name of Corporation. The name of the corporation is FOREST GLEN GOLF & COUNTRY CLUB MASTER ASSOCIATION, INC. ("Master Association").
2. Principal Office. The principal office of Master Association is 3185 Horseshoe Drive South, Naples, Florida 34104, or such other location as designated by the Board of Directors of the Master Association.
3. Registered Office - Registered Agent. The street address of the Registered Office of Master Association is 3185 Horseshoe Drive South, Naples, Florida 34104. The name of the Registered Agent of Master Association is Mark S. Taylor
4. Definitions. A declaration entitled Declaration of Restrictions and Covenants for Forest Glen Golf & Country Club Community (the "Declaration") will be recorded in the Public Records of Collier County, Florida, and shall govern all of the operations of a community to be known as Forest Glen Golf & Country Club Community. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.
5. Purpose of Master Association. Master Association is formed to: (a) provide for ownership, operation, maintenance and preservation of the Common Areas, and improvements thereon; (b) perform the duties delegated to it in the Declaration; (c) administer the interests of Master Association and the Owners; and (d) promote the health, safety and welfare of the Owners.
6. Not for Profit. Master Association is a not for profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its Members, Board of Directors, or officers.
7. Powers of Master Association. Master Association shall, subject to the limitations and reservations set forth in the Declaration, have all the powers, privileges and duties reasonably necessary to discharge its obligations, including, but not limited to, the following:
 - 7.1. To perform all the duties and obligations of Master Association set forth in the Declaration, these Articles, and the By-Laws.
 - 7.2. To enforce, by legal action or otherwise, the provisions of the Declaration, these Articles, the By-Laws, and the rules, regulations, covenants, restrictions and/or agreements governing or binding Master Association.
 - 7.3. To fix, levy, collect and enforce payment, by any lawful means, of all Assessments payable pursuant to the terms of the Declaration, these Articles, and the By-Laws.
 - 7.4. To pay all Operating Costs, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the Common Area or other property of Master Association, and establish reserves for deferred maintenance or capital expenditures.

Prepared by: John L. Farquhar, Esq., FL Bar #0210579
Ruden, McClosky, et al., P.O. Box 1900
Fort Lauderdale, Florida 33301
(954) 764-6660

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7.5. 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 but not limited to the Common Areas) in connection with the functions of Master Association except as limited by the Declaration.

7.6. 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.

7.7. To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of, the Common Areas to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines subject only to requirements in the Declaration, if any.

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

7.9. To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing Master Association, the Common Areas, Parcels and Homes as provided in the Declaration and to effectuate all of the purposes for which Master Association is organized.

7.10. To have and to exercise any and all powers, rights and privileges which a not-for-profit corporation organized under the Laws of the State of Florida may now, or hereafter, have or exercise.

7.11. To employ personnel and retain independent contractors to contract for management of Master Association and the Common Areas as provided in the Declaration and to delegate in such contract all or any part of the powers and duties of Master Association.

7.12. To contract for services to be provided to, or for the benefit of, Master Association, Owners, and the Common Areas as provided in the Declaration such as, but not limited to, Telecommunication Services, maintenance, garbage pick-up, and utility services.

7.13. To establish committees and delegate certain of its functions to those committees.

7.14. To hold all funds and property owned and acquired by the Master Association in the name of the Master Association for the benefit of Members in accordance with the provisions of the Declaration, these Articles, and the By-Laws.

8. Voting Rights. Owners and Declarant shall have the voting rights set forth in the Declaration and the By-Laws.

9. Board of Directors. The affairs of Master Association shall be managed by a Board of odd number with not less than three (3) nor more than nine (9) members. The initial number of directors shall be three (3). Board members shall be appointed and/or elected as stated in the By-Laws. The election of Directors shall be held at the annual meeting of the Members. Directors shall be elected for a term expiring on the date of the next Annual Members Meeting. The names and addresses of the members of the first Board who shall hold office until their successors are appointed or elected, or until removed, are as follows:

NAME

ADDRESS

A. Jack Solomon

3185 Horseshoe Drive South
Naples, FL 34104

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Mark S. Taylor

3185 Horseshoe Drive South
Naples, FL 34104

Karen Welks

3185 Horseshoe Drive South
Naples, FL 34104

10. Dissolution. In the event of the dissolution of Master 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 Master Association and to manage the Common Areas, in the place and stead of Master Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Master Association and its properties.

11. Duration. Master Association shall have perpetual existence,

12. Amendments.

12.1. General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these Articles shall affect the rights of Declarant unless such amendment receives the prior written consent of Declarant, which may be withheld for any reason whatsoever. No amendment shall be effective until it is recorded in the Public Records.

12.2. Amendments Prior to the Turnover Date. Prior to the Turnover Date, Declarant shall have the right to amend these Articles as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Declarant's right to amend under this Section is to be construed as broadly as possible. In the event that Master Association shall desire to amend these Articles prior to the Turnover Date, Master Association must first obtain Declarant's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Declarant may be adopted by Master Association pursuant to the requirements for amendments from and after the Turnover Date. Thereafter, Declarant shall join in such identical amendment so that its consent to the same will be reflected in the Public Records,

12.3. Amendments From and After the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth above, these Articles may be amended with the approval of (i) two-thirds (66 2/3%) of the Board; and (ii) seventy-five percent (75%) of all of the votes in Master Association. Notwithstanding the foregoing, after the Turnover Date these Articles may be amended to change the number of directors on the Board by two-thirds percent (66 2/3%) of the Board acting alone. Such change shall not require the approval of the Members. Any change in the number of directors shall not take effect until the next Annual Members Meeting.

13. Limitations.

13.1. Declarations is Paramount. 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 Declaration.

13.2. Rights of Declarant. There shall be no amendment to these Articles which shall abridge, reduce, amend, effect or modify the rights of Declarant.

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14. Incorporator.

The name and address of the Incorporator of this corporation is:

A. Jack Solomon
3185 Horseshoe Drive South
Naples, Florida 34104.

15. 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	A. Jack Solomon
Vice President	Mark S. Taylor
Secretary	Karen E. Welka
Treasurer	Karen E. Welks

16. Indemnification of Officers and Directors. Master 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 Master Association, including reasonable counsel fees and paraprofessional 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.

17. Director Transactions. No contract or transaction between Master Association and one (1) or more of its Directors or Officers or Declarant, or between Master 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 Master Association shall incur liability by reason of the fact that such 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.

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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 Master Association, has executed these Articles of Incorporation as of this 14 day of April, 1999.

WITNESSES:

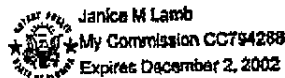
Janice M Lamb
Print name: JANICE M LAMB
Catherine D Price
Print name: CATHERINE D PRICE

A. Jack Solomon
A. JACK SOLOMON, Incorporator

STATE OF FLORIDA)
) SS.:
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me this 14 day of April, 1999 by A. JACK SOLOMON, who is personally known to me.

My commission expires:



Janice M Lamb
NOTARY PUBLIC, State of Florida at Large
Print name: Janice M. Lamb

ACCEPTANCE BY REGISTERED AGENT

I, having been named to accept service of process for the above-stated corporation at the place designated in this certificate, hereby agree to act in this capacity, and I am familiar with, and accept, the obligations of this position and further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

Dated this 13 day of April, 1999.

Mark S. Taylor
MARK S. TAYLOR, Registered Agent

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