

ARTICLES OF INCORPORATION

OF

PHILLIPS LANDING

MASTER COMMUNITY ASSOCIATION, INC.

A NON-PROFIT CORPORATION

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
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In compliance with the requirements of Florida Statutes, Chapter 617 (1994), the undersigned, all of whom are residents of the State of Florida, and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a Florida corporation not for profit, and do hereby certify:

ARTICLE I

NAME OF CORPORATION

The name of the Corporation is PHILLIPS LANDING MASTER COMMUNITY ASSOCIATION, INC., a Florida corporation not-for-profit (hereafter called the "Association").

ARTICLE II

PRINCIPAL OFFICE OF THE ASSOCIATION

The principal office of the Association is located at 5401 Kirkman Road, Suite 725, Orlando, Florida 32819.

ARTICLE III

REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 5401 Kirkman Road, Suite 725, Orlando, Florida 32819 and S.E. Jammal is hereby appointed the initial registered agent of this Association at that address.

## ARTICLE IV

### PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the Lots, Residential Units, Residential Properties and Common Area within that certain tract of property described as:

See EXHIBIT "A" attached hereto and incorporated herein by this reference;

together with such additional lands, if any, which may be brought within the jurisdiction of the Association from time to time, as provided in the "Declaration" referred to hereinbelow, and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereto be brought within the jurisdiction of this Association for this purpose to:

(a) Exercise all of the powers and privileges and to perform all duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions for Phillips Landing, Dr. Phillips, Florida, hereinafter called the "Declaration" (for purposes hereof all capitalized terms, unless provided otherwise herein, shall have the same meaning as in the Declaration), applicable to the property and recorded or to be recorded in the office of the Clerk of the Circuit Court, Orange County, Florida, and as the same may be amended from time to time as herein provided; and

(b) Have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

## ARTICLE V

### MEMBERSHIP

Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot, Residential Unit or Residential Property shall be a Member of the Association. Membership in the Association shall be appurtenant to and run with each Lot, Residential Unit or Residential Property and may not be separated from ownership of said Lot, Residential Unit or Residential Property. The record title holder to each Lot, Residential Unit or Residential Property shall automatically become a Member of the Association and shall be assured of all rights and privileges thereof upon presentation of a photostatically or otherwise reproduced copy of said Owner's deed or other instrument which conveys record fee title to the Secretary of the Association for placement in the records of the Association.

To the extent that said deed or other instrument shall pass title to a new Owner from an existing Owner, membership in the Association shall be transferred from the existing Owner to the new Owner. Such transfer of membership in the Association shall be established by recording in the Public Records of Orange County, Florida, such deed or other instrument, and by the delivery to the Secretary of the Association of a photostatically or otherwise reproduced copy of such deed or other instrument, at which time the membership of the prior Owner shall be terminated. In the event that a copy of said deed or other instrument is not delivered to the Secretary of the Association, Owner shall become a Member, but shall not be entitled to voting privileges as defined herein, until delivery of a copy of the deed or other instrument to the Secretary of the Association. The foregoing shall not, however, limit the Association's powers or privileges and the new Owner shall be liable for accrued and unpaid fees and assessments attributable to the Lot, Residential Unit or Residential Property acquired.

In the event that an Owner intends to rent a Lot, Residential Unit or Residential Property to tenants, said Owner shall be liable for and shall pay all fees and assessments attributable to such Lot, Residential Unit or Residential Property. The interest, if any, of a Member in the funds and assets of the Association shall not be assigned, hypothecated or transferred in any manner except as the same is appurtenant to the Owner's real property. Membership in the Association by all Owners shall be compulsory and shall continue, as to each Owner, until such time as such Owner of record transfers or conveys his interest in the Lot, Residential Unit or Residential Property upon which said membership is based or until said interest is transferred or conveyed by operation of law, at which time the membership shall automatically be conferred upon the transferee. In no event shall any mortgagee or other party holding any type of security interest in a Lot, Residential Unit or Residential Property be a Member of the Association unless and until any of said parties obtain or receive fee simple title to such Lot.

## ARTICLE VI

### VOTING RIGHTS

6.1 Classes of Membership. The Association shall have three (3) classes of voting membership:

Class A. Class A Membership shall be all Owners of improved Residential Units and all Owners of Lots who are not Class B Members or Class C Members. Class A Membership shall also include all Owners of Residential Property and/or platted Lots and/or Residential Units which are or will be building single family custom homes for Residential Unit Owners, with Declarant's approval, within Village One, as shown on the Plan. Class A Members shall be entitled to one (1) vote for each platted Lot with or without an improved Residential Unit in which they hold the interests required for membership. When more than one person holds such interest or interests in any Lot, Residential Unit or Residential Property, all such persons shall be Members, but the vote for such Lot, Residential Unit or Residential Property shall be exercised only by that one

person who is Entitled To Vote. In no event shall more than one vote be cast with respect to any such Lot, Residential Unit or Residential Property.

**Class B.** Class B Membership shall be all Owners of Residential Property and/or platted Lots and/or Residential Units (except the Declarant and its successors and assigns prior to conversion of the Class C membership) which are or will be building single family homes for Residential Unit Owners, with Declarant's approval, within Village Two and Village Three, as shown on the Plan. Class B Members shall be entitled to one (1) vote for each Residential Unit allowable under the Plan to the Residential Property and/or platted Lots and/or Residential Units in which they hold the interests required for membership. When more than one person holds such interest or interests in any Lot, Residential Unit or Residential Property, all such persons shall be Members, but the vote for such Lot, Residential Unit or Residential Property, shall be exercised only by that one person who is Entitled To Vote. In no event shall more than one vote be cast with respect to any such Lot, Residential Unit or Residential Property.

**Class C.** The Class C Member(s) shall be the Declarant(s), or their successor(s), specifically designated in writing. Until Class A Members and/or Class B Members exist, the Class C Member(s) shall have the right to take all actions required or permitted to be taken by the Association. Thereafter, the Class C Member(s), together, shall be entitled to three (3) votes for each vote accorded to each Class A Member and Class B Member hereunder (if there is more than one Class C Member, the total votes accorded to the Class C Members shall be divided in accordance with the ratio of Lots, as shown on the Plan, owned by each Class C Member at the time of inclusion or annexation in the Declaration, to the total number Lots owned by all Class C Members). The Class C membership shall cease and terminate upon the earlier to occur of the following events: (i) twenty years from the date of recording of the Declaration in the Public Records of Orange County, Florida; (ii) at such time as ninety-nine percent (99%) of the maximum number of Residential Units allowed under the Plan have been conveyed to Residential Unit Owners; or (iii) sooner, at the election of the Declarant, in its sole discretion. Within six (6) months after the happening of the earliest of the foregoing events, or earlier, at the sole discretion of the Declarant, the Declarant shall, pursuant to the Declaration, conduct a turnover meeting for the purpose of turning over control of the Association to the Residential Unit, Residential Property and Lot Owners and electing new directors of the Association. Upon termination of the Class C membership as provided for herein, the Class C membership shall convert to Class A membership with voting strength as set forth above for Class A membership.

6.2 **Entitled to Vote.** As used herein, the term "Entitled To Vote" means and refers to that Owner who shall cast a vote in the Association. When any of the Properties entitling the Owner to membership in the Association is owned of record in the name of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership or in any other manner of joint or common ownership, or if two or more persons or entities have the same fiduciary relationship respecting the same property, then unless the instrument or order creating

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the joint or common ownership otherwise directs and it or a copy thereof is filed with the Secretary of the Association, such joint or common Owners shall select one official representative to vote in the Association and shall notify the Secretary of the Association, in writing, of the name of such representative. The vote of such representative shall be considered to represent the unanimous decision of such joint or common Owners. In the circumstance of such common ownership, if the joint or common Owners fail to designate their voting representative, then the Association may accept the person asserting the right to vote as the representative until notified to the contrary by any of the other joint or common Owners. Upon such notification, the joint or common Owner shall not be entitled to vote in the Association until such time as said joint or common Owners appoint their representative as provided herein. Notwithstanding anything contained herein to the contrary, all Owners, whether Entitled To Vote or not, are assured of all other privileges, rights, and obligations of Association membership and shall be Members of the Association. In no event shall any mortgagee or other party holding any type of security interest in a Lot, Residential Unit or Residential Property be Entitled To Vote for purposes hereof, unless and until any of said parties obtain or receive fee simple title to such Lot, Residential Unit or Residential Property.

ARTICLE VII

SUBSCRIBER

The name and address of the Subscriber to these Articles of Incorporation is as follows:

S.E. Jammal

5401 Kirkman Road, Suite 725  
Orlando, Florida 32819

ARTICLE VIII

BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of Directors consisting of no less than three (3) nor more than nine (9) Directors, who need not be members of the Association; provided, however, the Board shall consist of an odd number of Directors. The number of Directors may be changed by amendment of the Bylaws of the Association. The initial Board of Directors shall consist of three (3) Directors, who shall serve until the appointment of their successors as provided in the Declaration or the election of their successors as provided in the Bylaws, as the case may be.

The names and addresses of the initial Board of Directors are as follows:

S.E. Jammal

5401 Kirkman Road, Suite 725  
Orlando, Florida 32819

Rashid Khatib

5401 Kirkman Road, Suite 725  
Orlando, Florida 32819

Anil Deshpande

5401 Kirkman Road, Suite 525  
Orlando, Florida 32819

At the first annual meeting of the Members in which the Class A Members are eligible to elect all the Directors and at each annual meeting thereafter, the Members shall elect three (3) Directors for a term of one (1) year.

#### ARTICLE IX

##### OFFICERS

The affairs of the Association shall be administered by the Officers as designated in the Bylaws. 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 elected by the Board of Directors, are as follows:

##### PRESIDENT/SECRETARY

S.E. Jammal  
5401 Kirkman Road  
Suite 725  
Orlando, Florida 32819

##### VICE-PRESIDENT/TREASURER

Anil Deshpande  
5401 Kirkman Road  
Suite 525  
Orlando, Florida 32819

#### ARTICLE X

##### DISSOLUTION

The Association may be dissolved with the assent given in writing and 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 the Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes and which is acceptable to the St. Johns River Water

Management District. This procedure shall be subject to Court approval on dissolution pursuant to the provisions of Florida Statutes, Section 617.05.

ARTICLE XI

DURATION

The Association shall exist perpetually.

ARTICLE XII

AMENDMENTS

Amendment of these Articles must be approved by a vote of two-thirds (2/3) of each class of Members in person or by proxy at a meeting duly called for such purpose. Provided, however, these Articles may be amended at any time by action of the Board of Directors to clarify ambiguities, and correct scrivener's errors.

ARTICLE XIII

BYLAWS

The first Bylaws of the Association shall be adopted by the Board of Directors at the first meeting of Directors, and may be altered, amended or rescinded thereafter in the manner provided in the Bylaws.

ARTICLE XIV

DECLARATION AND BYLAWS

In the event of any conflict between the terms and provisions of the Declaration and the terms and provisions of these Articles, the terms and provisions of the Declaration shall control. In the event of any conflict between the terms and provisions of these Articles and the terms and provisions of the Bylaws, the terms and provisions of these Articles shall control.

ARTICLE XV

INDEMNIFICATION

The Association shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association; and with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; except that no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the Association, unless and only to the extent that the court in which the action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses that the court shall deem proper.

IN WITNESS WHEREOF, for the purposes of forming this corporation under the laws of the State of Florida, the undersigned, constituting the incorporator of this Association, has executed these Articles of Incorporation this 11<sup>th</sup> day of December, 1996.

Signed, sealed and delivered  
in the presence of:

Michael R. White  
Truice R. White

[Signature]  
S.E. Jammal

The undersigned hereby accepts the foregoing designation as the registered agent for said corporation.

[Signature]  
S.E. Jammal



STATE OF FLORIDA  
COUNTY OF ORANGE

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SECRETARY OF STATE  
DIVISION OF CORPORATIONS

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The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of December, 1995, by S.E. Jammal, who is personally known to me or has produced as identification.

Michael Ryan

(NOTARY SEAL)

Notary Public, State of Florida

Name: MICHAEL RYAN

Notary Commission No. \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



MICHAEL RYAN  
MY COMMISSION # CCS28006 EXPIRES  
October 31, 1997  
BOND OF TRUST TRUST FARM INSURANCE, INC.