

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of EMERALD FOREST ORANGE COUNTY HOMEOWNERS ASSOCIATION, INC., a Florida corporation, filed on September 8, 1995, as shown by the records of this office.

The document number of this corporation is N95000004348.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Thirteenth day of September, 1995



CR2EO22 (1-95)

Sandra B. Northam
Secretary of State

ARTICLES OF INCORPORATION
OF
EMERALD FOREST ORANGE COUNTY HOMEOWNERS ASSOCIATION, INC.

FILED

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By these Articles of Incorporation, the undersigned Subscriber forms a corporation not for profit in accordance with Chapter 617, Florida Statutes, and pursuant to the following provisions ("these Articles"):

SECRETARY OF STATE
TALLAHASSEE, FLA

ARTICLE I

NAME

The name of the corporation shall be EMERALD FOREST ORANGE COUNTY HOMEOWNERS ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association."

ARTICLE II

DURATION

The Association shall exist perpetually unless and until dissolved according to law. Corporate existence of the Association shall commence upon the filing of these Articles with the Florida Department of State.

ARTICLE III

DEFINITIONS

The following words shall have the definitions set forth below for purposes of these Articles:

Section 1. Assessment. "Assessment" shall mean and refer to those charges made by the Association from time to time against each Lot within the Property for the purposes set forth in the Declaration, and shall include, but not be limited to the Original Assessments, the Annual Assessments for Common Expenses, and the Special Assessments for Capital Improvements.

Section 2. Association. "Association" shall mean the EMERALD FOREST ORANGE COUNTY HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit.

Section 3. Board. "Board" shall mean the Board of Directors of the Association.

Section 4. Common Expenses. "Common Expenses" shall mean and refer to all expenses incurred by the Association in connection with its ownership and /or maintenance of the Common Property and other obligations set forth in the Declaration, or as may be otherwise determined by the Board, including, but not limited to, the amount collected by the Association to pay the Assessments for Common Expenses imposed by the Master Association.

Section 5. Common Property. "Common Property" shall mean and refer to any areas shown on the plat of the Property intended for the use and enjoyment of the Members. The Association has the obligation to maintain any Common Property for the common use, benefit and enjoyment of all Owners.

Section 6. Covenants. "Covenants" shall mean and refer to the covenants, restrictions, reservations, conditions, easements, charges and liens set forth in the Declaration. All Covenants constitute "covenants running with the land" and shall run perpetually unless terminated or amended as provided in the Declaration, and shall be binding on all Owners.

Section 7. Declaration. "Declaration" shall mean the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EMERALD FOREST recorded in Official Records Book 4929, Page 4553 of the Public Records of Orange County, Florida, and all amendments or Supplements made thereto.

Section 8. Developer. "Developer" shall mean ENGLE HOMES/ORLANDO, INC., a Florida corporation, and its successors or assigns as designated in writing by the Developer.

Section 9. Governing Documents. "Governing Documents" shall mean the Declaration, any supplement to the Declaration and these Articles of Incorporation and Bylaws of the Association, as the same may be amended from time to time. In the event of conflict or inconsistency among Governing Documents, to the extent permitted by law, the Declaration or any Supplement to the Declaration, the Articles of Incorporation, and the Bylaws, in that order, shall control. One Governing Document's lack of a provision with respect to a matter for which provision is made in another Governing Document shall not be deemed a conflict or inconsistency between such Governing Documents.

Section 10. Improvements. "Improvements" shall mean and refer to all structures of any kind including, without limitation, any building, fence, wall, privacy wall, sign, paving, grating, parking and building addition, alteration, screen enclosure, sewer, drain, disposal system, decorative building, recreational facility, landscaping, exterior lighting or landscape device or object.

Section 11. Lot. "Lot" shall mean and refer to each portion of the Property under separate ownership, or which is capable of separate ownership, including all Lots shown on the plat of the Property, and all Improvements located thereon. Each portion of the

Property which is considered a separate parcel for real property tax purposes shall be considered a Lot.

Section 12. Master Association. "Master Association" shall mean and refer to the BuenaVista Woods Homeowners Association, Inc., the Florida not-for-profit corporation formed to carry out the intent of the Master Association. The relationship between the Association and the Master Association is more fully described in the Declaration.

Section 13. Master Association Assessments. "Master Association Assessments" shall mean and refer to those charges made by the Master Association from time to time against EMERALD FOREST and the Lots therein for the purposes set forth in the Master Declaration, and shall include, but not be limited to, "Master Association Annual Assessments" for common expenses and "Master Association Special Assessments."

Section 14. Master Documents. "Master Documents" shall mean and refer to the Master Declaration, any Supplement to the Master Declaration and the Articles of Incorporation and Bylaws of the Master Association; as the same may be amended from time to time.

Section 15. Member. "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article III of the Declaration. The term "Member" shall not mean or refer to a builder or developer (other than the Developer) who in its normal course of business purchases a Lot for the purpose of constructing an Improvement thereon for resale, but shall mean and refer to those persons who (1) purchase a Lot to have a residence built for them, or (2) purchase a Lot and the Improvements thereon during or after completion of construction.

Section 16. Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Property but, notwithstanding any application of any theory of mortgage, shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 17. Person. "Person" shall mean and include an individual, corporation, governmental agency, business trust, estate, trust, partnership, association, sole proprietorship, joint venture, two or more persons having a joint or common interest, or any other legal entity.

Section 18. Property. "Property" shall mean and refer to EMERALD FOREST UNIT 1, according to the plat thereof recorded in Plat Book 33, Pages 109 and 110, Public Records of Orange County, Florida, and all additional lands subjected to the Declaration as provided therein.

Section 19. Resident. "Resident" shall mean and refer to the legal occupant of any Lot. The term "Resident" shall include the Owner of the Lot and any tenant, lessee or

licensee of the Owner.

Section 20. Street. "Street" shall mean and refer to any street or other thoroughfare within EMERALD FOREST, whether same is designated as street, avenue, boulevard, drive, place, court, road, terrace, way, circle, land, walk or other similar designation.

Section 21. Supplement. "Supplement" shall mean a document and the exhibits thereto which when recorded in the Public Records of Orange County, Florida, shall subject additional real property to the provisions of the Declaration.

ARTICLE IV

PRINCIPAL OFFICE

The principal office of the Association is located at 3504 Lake Lynda Drive, Suite 170, Orlando, Florida 32817.

ARTICLE V

REGISTERED OFFICE AND AGENT

William T. Carmichael, whose address is 3504 Lake Lynda Drive, Suite 170, Orlando, Florida 32817, is hereby appointed the initial registered agent of the Association and the registered office shall be at said address.

ARTICLE VI

PURPOSE AND POWERS OF THE ASSOCIATION

The Association shall not pay dividends and no part of any income of the Association shall be distributed to its Members, directors or officers. The Association is formed to provide for, among other things, the improvement, maintenance, preservation and architectural control of the Properties and to promote the recreation, health, safety and welfare of the Owners. The Association shall have all the powers of a nonprofit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in these Articles, the Bylaws, or the Declaration. The Association shall have the power and duty to do any and all lawful things which may be authorized, assigned, required or permitted to be done by the Declaration, any Supplemental Declaration, these Articles and the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the maintenance, administration and improvement of the Property and the Common Property. Unless otherwise specifically prohibited, any and all functions, duties and powers

of the Association shall be fully transferable, in whole or in part, to any developer, management agent, governmental unit, public body, or similar entity. Any instrument effecting such a transfer shall specify the duration thereof and the means of revocation.

ARTICLE VII

MEMBERSHIP

Except as set forth in this Article VII, each Owner, including the Developer, shall be a Member of the Association. Any person or entity who holds any interest merely as a security for the performance of any obligation shall not be a Member. No builder or developer (other than the Developer hereunder) who in its normal course of business purchases a Lot for the purpose of constructing an Improvement thereon for resale shall become a Member of the Association so long as such builder or developer does not occupy the Improvement as a residence. The Developer hereunder shall retain the rights of membership including, but not limited to, all voting rights in the Association, to all Lots owned by persons not entitled to be a Member as defined herein. The Association membership of each Owner shall be appurtenant to the Lot giving rise to such membership, and shall not be transferred except upon the transfer of title to said Lot and then only to the transferee of title thereto. Any prohibited separate transfer shall be void. Any transfer of title shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof.

ARTICLE VIII

VOTING RIGHTS

8.1 Voting Rights. For the purpose of determining voting rights, the total number of Lots shall be the total Lots which may be permitted on all lands initially owned by Developer which are intended to be included in the Property. After all lands in the Developer's development plan have been platted, the total number of Lots will be identified based upon all of the plats (anticipated to be approximately 259 Lots). The Association shall have two (2) classes of voting membership:

(a) Class A. Class A Members shall be all Owners who are Members as provided in Article VII above, with the exception of the Developer. Each Class A Member shall be entitled on all issues to one (1) vote for each Lot.

(b) Class B. The Class B Members shall be the Developer and any successor to the Developer to whom the Developer assigns in writing one or more of the Class B votes. The Class B Member shall be entitled to seven (7) votes for each Lot within the development plan reduced by the number of Lots sold to Members other than Developer. The Class B membership shall terminate and become converted to Class A

membership upon the happening of the earlier of the following:

- (i) Twenty (20) years from the date of recording the Declaration; or
- (ii) Seventy-five percent (75%) of all Lots in the development plan have been deeded to Members other than Developer.

From and after the happening of either of these events, the Developer shall call a meeting as provided in the Bylaws for special meetings to advise the Association membership of the termination of Class B status.

8.2 Multiple Owners. Each vote in the Association must be cast as a single vote, and fractional votes shall not be allowed. In the event that joint or multiple Members are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Member or Members cast a vote on behalf of a particular Lot, it shall thereafter be conclusively presumed for all purposes that he was or they were acting with the authority and consent of all other Members thereof. In the event more than one vote is cast for a particular Lot, none of said votes shall be counted and said votes shall be deemed void.

8.3 Voting Through Neighborhood Association. As set forth in the terms and conditions of the Declaration and the Master Declaration, each Owner and Member of this Association also shall be a member of the Master Association. Voting on all matters by Members in the Master Association shall be coordinated through this Association. As provided in the Declaration, the President (or other officer) of this Association shall be the representative of this Association to the Master Association; such voting representative from this Association shall be entitled to one vote for each Lot within the Property and that voting representative shall be the only person entitled to cast votes on behalf of Owners of Lots in the Property on matters coming up for vote in the Master Association.

ARTICLE VIII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a board of three (3) directors who need not be Members. The initial board shall be comprised of three (3) members, but may be enlarged to as many as nine (9) members by amendment to these Articles or the Bylaws; provided that there shall always be an odd number of directorships created. 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>
1.	William T. Carmichael	3504 Lake Lynda Drive Orlando, Florida 32817
2.	Jeannine J. Herndon	3504 Lake Lynda Drive Orlando, Florida 32817
3.	Ashley Burleson	3504 Lake Lynda Drive Orlando, Florida 32817

The Members shall elect the directors for staggered terms of three (3) years each. To create the staggered terms, the post held by director #1 shall become vacant at the first annual meeting of the Members and the said post shall be filled at that said meeting. At the second annual meeting of the Members, the post held by director #2 shall be deemed vacant and a successor director shall be elected. The post held by director #3 shall be deemed vacant at the third annual meeting of the Members and a successor director shall be elected at that meeting. All successor directors shall serve for terms of three (3) years each. In the event that the number of Members of the Board of Directors is changed, such change in number shall be implemented in such a manner as to have as nearly equal in number as possible the number of directors whose terms expire in any given year. All directorships shall expire during any given three (3) year period. As provided in the Declaration, the Developer shall have the right to appoint all members of the Board until the Developer holds less than five percent (5%) of the total number of votes of Members. Further, the Developer shall have the right to appoint a majority of the Members of the Board so long as the Developer owns Lots within the overall development plan for Emerald Forest.

ARTICLE IX

OFFICERS

The affairs of this Association shall be administered by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at its first meeting, 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:

<u>Office</u>	<u>Name</u>	<u>Address</u>
President	William T. Carmichael	3504 Lake Lynda Drive Orlando, Florida 32817
Vice- President	Ashley Burleson	3504 Lake Lynda Drive Orlando, Florida 32817
Secretary	Jeannine J. Herndon	3504 Lake Lynda Drive Orlando, Florida 32817
Treasurer	Jeannine J. Herndon	3504 Lake Lynda Drive Orlando, Florida 32817

ARTICLE X

INDEMNIFICATION

10.1 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 which he may become involved by reason of his being or having been a director or officer of 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, 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 for 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.

10.2 Expenses incurred in defending a suit or proceeding whether civil, criminal, administrative or investigative may be paid by the Association in advance of the final disposition of such action, suit or proceeding if authorized by all of the non-interested directors 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.

10.3 The Association shall have the power to purchase at its expense 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, 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.

ARTICLE XI

BYLAWS

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

ARTICLE XII

ADDITIONAL PROPERTY

Additional Property may be added from time to time to the Property in accordance with the Declaration. When made, the additions shall extend the jurisdiction, functions, duties and membership of the Association to such Additional Property.

The Association and each Member must accept as Members the Owners of all Lots where the instrument hereafter annexing Additional Property to the jurisdiction of the Association provides that the Owners of the Lots located therein are intended to be Members of the Association and that the Association is intended to have jurisdiction over them.

ARTICLE XIII

AMENDMENTS

Amendments to these Articles of Incorporation shall be made in the following manner:

13.1 Resolution. The Board of Directors shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the annual or a special meeting.

13.2 Notice. Within the time and in the manner provided in the Bylaws for the giving of notice of meetings of Members, written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record entitled to vote thereon. The delivery of written notices from the Master Association shall be deemed effective and having been made upon delivery thereof to the designated voting representative of the Association. If the meeting is an annual meeting,

the proposed amendment or such summary may be included in the notice of such annual meeting.

13.3 Vote. At such meeting, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of Members entitled to vote thereon.

13.4 Multiple Amendments. Any number of amendments may be submitted to the Members and voted upon by them at one meeting.

13.5 Agreement. If all of the Directors sign a written statement manifesting their intention that an amendment to these Articles be adopted, then the amendment shall thereby be adopted as though subsections 13.1 through 13.4 had been satisfied.

13.6 Limitations. No amendment shall make any changes in the qualifications for membership nor the voting rights of Members without approval in writing by all Members. No amendment shall be made that is in conflict with the Master Declaration or the Declaration.

13.7 Filing. A copy of each amendment shall be certified by the Secretary of State, State of Florida.

ARTICLE XIV

SUBSCRIBER

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

<u>Name</u>	<u>Address</u>
William T. Carmichael	3504 Lake Lynda Drive, Suite 170 Orlando, Florida 32817

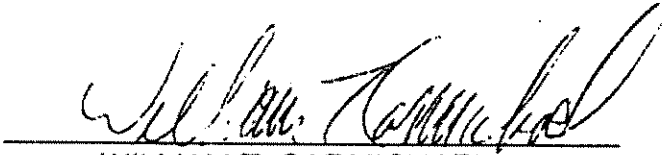
ARTICLE XV

NONSTOCK CORPORATION

The Association is organized on a nonstock basis and shall not issue shares of stock evidencing membership in the Association; provided, however, that membership in the Association may be evidenced by a certificate of membership which shall contain a statement that the Association is a corporation not for profit.

EMERALD FOREST ORANGE COUNTY HOMEOWNERS ASSOCIATION, INC.
ACCEPTANCE OF REGISTERED AGENT

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.



WILLIAM T. CARMICHAEL
Registered Agent

Date: 9/1/95

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