

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of DEBARY PLANTATION COMMUNITY ASSOCIATION, INC., a corporation organized under the laws of the State of Florida, filed on January 9, 1990, as shown by the records of this office.

The document number of this corporation is N36082.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twenty-first day of February, 2002



CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

ARTICLES OF INCORPORATION
OF
DEBARY PLANTATION COMMUNITY ASSOCIATION, INC.

In compliance with the requirements of Florida Statute 617, 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 corporation not for profit and do hereby certify:

ARTICLE I

NAME. The name of the corporation is DEBARY PLANTATION COMMUNITY ASSOCIATION, INC., hereinafter called the "Association".

ARTICLE II

PRINCIPAL PLACE OF BUSINESS. The principal place of business of this corporation shall be located at 109 E. Church Street, Suite 410, Orlando, Florida, or at such other place or places as may be designated from time to time by the Board of Directors.

ARTICLE III

REGISTERED AGENT. William W. Tew, 109 E. Church Street, Suite 410, Orlando, Florida, is appointed registered agent for service of process of this corporation, subject to the right of this corporation to change the name of the registered agent in the manner provided by the laws of the State of Florida.

ARTICLE IV

DEFINITIONS

The following words and terms when used in these Articles shall have the following meanings:

1. "Architectural Review Committee" or ARC shall refer to the committee(s) established by the Board of Directors and described in Article XIII of the Declaration.
2. "Articles" and "By-Laws" shall mean and refer to the Articles of Incorporation and the By-Laws of the Association as they may exist from time to time.

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3. "Association" shall mean and refer to DEBARY PLANTATION COMMUNITY ASSOCIATION, INC., a Florida non-profit corporation, and its successors or assigns.

4. "Board of Directors" or "Board" shall be the governing body of the Association having its normal meaning under Florida law.

5. "Commercial Point" shall mean and refer to the basic unit used for determining memberships and assessments for a Commercial Unit. Each Commercial Unit shall be assigned one Commercial Point for each acre of land, or portion thereof, as shown on a plat or site plan (excluding streets and common areas), and one Commercial Point for each one thousand (1,000) square feet of gross floor area (rounded to the nearest one thousand (1,000) square feet). Commercial Points for gross floor area shall be assigned to Commercial Units when the improvements intended for use and occupancy have been erected and either a notice of completion has been filed or a certificate of occupancy has been obtained from the appropriate governmental agency.

6. "Commercial Unit" shall mean and refer to a portion of the properties located within the area designated as a Commercial Area in the Planned Unit Development, as amended from time to time, and intended for any type of independent ownership use and occupancy as an office, or business establishment, including rental apartments, as may be developed, used, and defined, as herein provided or provided in Amendments or Supplemental Declarations covering all or part of the Properties; provided, further the term shall include all portions of the lot owned including any structure thereon. The inclusion of rental apartments as Commercial Units for this purpose shall not be deemed to make them a commercial development within the meaning of any zoning ordinance.

7. "Common Area" shall mean and refer to those tracts of land, together with any improvements thereon, which are actually and specifically dedicated, deeded or leased to the

Association and designated in said dedication, deed or lease as "Common Area", or tracts of land identified as "Common Area" on a final plat recorded by the Declarant. The Common Area is specifically reserved for the use and benefit of Owners.

8. "DeBary Plantation Golf Club", "golf club" or "golf course property" shall mean and refer to the golf course, related property and improvements which are part of Exhibit "B" of the Declaration and as may be described or renamed in the future.

9. "Declarant" shall mean and refer to Magnolia Service Corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purposes of development.

10. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of Clerk of the Circuit Court of Volusia County, Florida.

11. "Lot" shall mean any parcel of land shown upon any recorded subdivision map of the Properties upon which an attached or detached single family residential dwelling is or will be located.

12. "Member" shall mean and refer to all those Owners who are Members of the Association as provided herein.

13. "Notice" shall mean delivery of any document by mail with postage prepaid to the last known address according to the records of the Association of the person or entity who appears as Owner in the records of the Association. If available from the records of the Association, notices to an Owner will be sent to a tenant of Owner occupying the Residential Unit. Notice to one of two or more Owners shall constitute notice to all Owners.

14. "Owner" shall mean and refer to one or more persons or entities who hold the record title to any Residential Unit or Commercial Unit, or the DeBary Plantation Golf Club, which are part of the Properties, but excluding in all cases any party

holding an interest merely as security for the performance of an obligation. Owner shall also be deemed to include the Declarant.

15. "Planned Unit Development" shall mean and refer to the proposed development of the real property described in Exhibits A and B of the Declaration which is most recently approved by Volusia County, Florida, as may be amended from time to time.

16. "Residential Unit" shall mean a portion of the properties located within the area designated as a Residential Area in the Planned Unit Development, as amended from time to time, and intended for use as a residential dwelling, including, but not limited to, a condominium unit, a patio or zero lot line home, and a single family home on a separately platted lot, as may be developed, used, and defined as herein provided or as provided in Amendments or Subsequent Declaration; provided, further, the term shall also include all portions of the lot owned including any structures thereon.

Apartments which are converted to the condominium form of ownership shall, upon recording of a Declaration of Condominium, automatically cease to be a Commercial Unit and shall become Residential Units.

17. "Turnover" shall mean the transfer of operation of the Association by the Declarant as described in Article XV of the Declaration.

ARTICLE V

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 maintenance and preservation to the Common Areas within that certain property described as DeBary Plantation and to promote the health, safety and welfare of the residents within the said DeBary Plantation subdivision and any additions thereto as may hereafter be brought within the jurisdiction of this Association and for this purpose to:

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(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the said DeSary Plantation and recorded in the Public Records of Volusia County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) 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.

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build 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;

(d) borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of this real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the memberships.

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area;

(g) have and 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 exercise.

ARTICLE VI

MEMBERSHIP. Every Owner, including the Declarant shall be a Member of the Association, and by acceptance of a deed or other instrument evidencing ownership interest, each Owner accepts membership in the Association, acknowledges the authority of the Association as herein stated, and agrees to abide by and be bound by the provisions of the Declaration, the Articles of Incorporation, the By-Laws and other rules and regulations of the Association. In addition to the foregoing, the family guests, invitees and tenants of said Owners shall, while in or on the property, abide and be bound by the provisions of the Declaration, the Articles of Incorporation, the By-Laws and other rules and regulations of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

ARTICLE VII

VOTING RIGHTS. The Association shall have four (4) classes of membership, Class "A", class "B", Class "C" and Class "D" as follows:

(A) Class "A". Class "A" Members shall be all Owners with the exception of the Class "B", Class "C" and Class "D" members, if any.

Class "A" Members shall be entitled to one (1) vote in the Association for each membership as set forth in the Bylaws and Declaration for which a full assessment is being paid.

There shall be only one vote per membership. When more than one person is the Owner of any Residential Unit, the vote for such Residential Unit shall be exercised as those persons or entities themselves determine and advise the Secretary of the Association prior to any meeting. In the absence of such advice, the Residential Unit's vote shall be suspended in the event more than one person seeks to exercise it.

Any Owner of a Residential Unit which is leased may, in the lease or other written instrument, assign the voting right

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pertinent to that Residential Unit to the lessee, provided that a copy of such instrument is furnished to the Secretary prior to any meeting.

(B) Class "B" Members shall be Owners of a Commercial Unit and shall be deemed to have one (1) Membership in the Association for every three (3) Commercial Points assigned to the Commercial Unit, regardless of the number of persons who constitute the Owner. Each Membership shall be entitled to one (1) vote in the Association. When calculating the number of memberships for any Commercial Unit, the Commercial Points assigned to that Unit shall be totaled and rounded to the nearest whole number divisible by three (3). In no event shall an Owner of a Commercial Unit be assigned a fraction of a membership. The membership rights of a Commercial Unit shall be exercised by the owner or, in the case of a corporate or partnership Owner, by the individual designated in a written instrument provided to the Secretary of the Association.

(C) Class "C". Class "C" Member shall be the Declarant, or its specifically designated (in writing) successor. The Class "C" member shall be allocated a number of votes equal to five times the total number of Class "A", Class "B" and Class "D" votes at any time; provided, that the Class "C" membership shall cease and become converted to Class "A" membership on the happening of the following events, whichever occurs earlier:

(1) January 1, 2010.
(2) Upon voluntary conversion to Class "A" membership by Declarant.

(3) When the total votes outstanding in Class "A", Class "B" and Class "D" Memberships equals the total votes outstanding in Class "C" Membership, at which time Class "C" Membership shall be terminated and the Class "C" membership shall be entitled and required to vote as a Class "A" Member.

Within six (6) months after the happening of the earliest of the foregoing events (1), (2) or (3), the Declarant shall

(pursuant to Article XV of the Declaration) conduct a turnover meeting for the purpose of electing directors.

(2) Class "D". The Class "D" member shall be the Declarant or its successors, or its assigns holding fee simple title to the DeBary Plantation Golf Club. The Class "D" Member shall always be entitled to the equivalent of 10 Class "A" votes and to an equivalent number of memberships for assessment purposes.

Voting Members. Only Voting Members shall be entitled to cast votes at Association meetings on matters pertaining to the Association, including the election of members of the Board of Directors, amending the Declaration, the Articles of Incorporation and the By-Laws of the Association, and all other matters which may be brought before the Association membership.

ARTICLE VIII

BOARD OF DIRECTORS

8.01 The affairs of this Association shall be managed by a Board of not less than three (3) nor more than seven (7), who need not be members of the Association so long as there exists Class C Membership. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

NAME	ADDRESS
William W. Tew	109 E. Church Street, Suite 410 Orlando, Florida 32801
Jackie C. Wright	109 E. Church Street, Suite 410 Orlando, Florida 32801
Carolyn W. Hall	109 E. Church Street, Suite 410 Orlando, Florida 32801

At the annual meetings the memberships shall elect the Directors for the next ensuing year.

8.02 The Declarant shall be entitled to appoint one (1) member of the Board of Directors of the Association ("Board") for as long as the Declarant is the owner of any of the Properties, as expanded by additions of land pursuant to

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Section 3.01 and 8.01 of the Declaration. While the Declarant is entitled to representation of the Board, whether the Declarant exercises that right to appointment or not, the Board or the Association shall have no authority to, and shall not, undertake any action which shall:

(a) except for the signage restrictions provided in the Declaration, prohibit or restrict in any manner the sales and marketing program of the Declarant or any Residential Property Owner;

(b) make any special or individual assessment against or impose any fine upon the Declarant's property within DeBary Plantation or upon the Declarant;

(c) authorize or undertake any litigation against the Declarant;

(d) change the membership of the ARC or diminish its powers as stated herein;

(e) alter or amend any Declaration, any subsequent amendment thereto, the Articles or By-Laws of the Association;

(f) modify, amend or alter the Planned Unit Development;

(g) terminate or cancel any contracts of the Association entered into while the initial Board was in office.

(h) terminate or waive any rights of the Association under this Declaration;

(i) convey, lease, mortgage, alienate or pledge any easements of Common Area of the Association;

(j) accept the conveyance, lease, mortgage, alienation or pledge of any real or personal property to the Association

(k) terminate or cancel any easements granted hereunder or by the Association;

(l) terminate or impair in any fashion any easements, powers or rights of the Declarant hereunder;

(m) restrict the Declarant's right of use, access and enjoyment of any of the Properties, or

(n) cause the Association to default on any obligation of it under any contract or this Declaration, unless the Declarant consents in writing to the prohibited action. The Declarant's consent shall be exercised by its appointee on the Board or other person designated to so act by the Declarant.

ARTICLE IX
OFFICERS AND THEIR DUTIES

The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve. The following named persons shall serve as officers until the first election of officers is conducted by the Board of Directors:

President:	William W. Tew
Vice-President:	Jackie C. Wright
Secretary-Treasurer:	Carolyn W. Hall

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

procedure shall be subject to court approval on dissolution pursuant to Fla. Stat. §17.05.

ARTICLE XI
DURATION

The Corporation shall exist perpetually.

ARTICLE XII
AMENDMENTS

Amendment of these Articles shall require the assent of seventy-five percent (75%) of the entire membership (votes).

However, Article 8.02 may not be amended without the express, written consent of the Declarant until Declarant no longer owns any land described in Exhibit "A" or Exhibit "B" to the Declaration or until January 1, 2010, whichever first occurs.

ARTICLE XIII
BY-LAWS

The Bylaws shall be adopted by the Directors at their first meeting. The Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of memberships (votes) present in person or by proxy, except for sections that pertain to the Declarant's rights as specified in Section 8.02, which section can not be amended without the express, written consent of the Declarant until Declarant no longer owns any land described in Exhibit "A" or Exhibit "B" to the Declaration or until January 1, 2010, whichever first occurs. In the case of any conflict between the Articles of Incorporation and the Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and the Bylaws, the Declaration shall control.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 4th day of January, 1990.

William W. Tew
Jackie C. Wright
Carolyn W. Hall

STATE OF FLORIDA
COUNTY OF ORANGE

Before me personally appeared WILLIAM W. TEW to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 4th day of January, 1990

Candice L. Hawks
Notary Public
My Commission Expires:

STATE OF FLORIDA
COUNTY OF ORANGE

Before me personally appeared JACKIE C. WRIGHT to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 4th day of January, 1990

Candice L. Hawks
Notary Public
My Commission Expires:

STATE OF FLORIDA
COUNTY OF ORANGE

Before me personally appeared CAROLYN W. HALL to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 4th day of January, 1990

Candice L. Hawks
Notary Public
My Commission Expires:

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