

**FLORIDA DEPARTMENT OF STATE****Jim Smith  
Secretary of State****April 19, 1993****MICHAEL J SHEAHAN, ESQUIRE  
PO BOX 633  
ORLANDO, FL 32802**

The Articles of Incorporation for BUENAVISTA WOODS HOMEOWNERS ASSOCIATION, INC. were filed on April 16, 1993, and assigned document number N93000001733. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested.

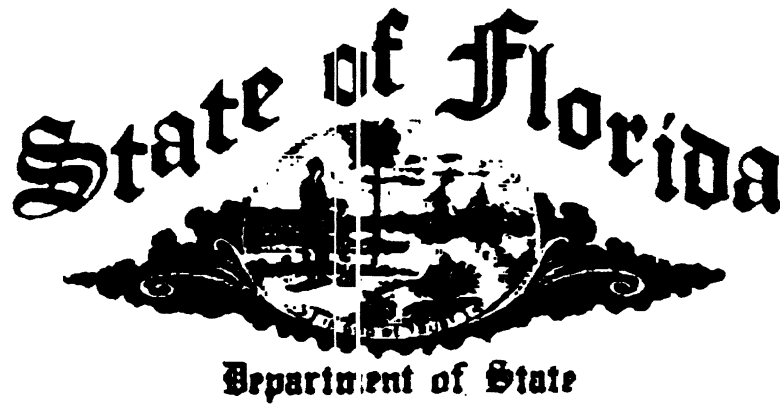
A corporation annual report will be due this office between January 1 and May 1 of next year. A Federal Employer Identification (FEI) number will be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have questions regarding corporations, please contact this office at the address given below.

**Beth Register  
Corporate Specialist Supervisor  
New Filings Section  
Division of Corporations**

**Letter Number: 893A00107158**



I certify the attached is a true and correct copy of the Articles of Incorporation of BUENAVISTA WOODS HOMEOWNERS ASSOCIATION, INC., a Florida corporation, filed on April 16, 1993, as shown by the records of this office.

The document number of this corporation is N93000001733.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Nineteenth day of April, 1993



CR2EO22 (2-91)

A handwritten signature in cursive script, reading "Jim Smith".

Jim Smith  
Secretary of State

**ARTICLES OF INCORPORATION  
OF  
BUENAVISTA WOODS 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"):

**ARTICLE I**

**NAME**

The name of the corporation shall be BUENAVISTA WOODS HOMEOWNERS ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Master Association."

**ARTICLE II**

**DURATION**

The Master Association shall exist perpetually unless and until dissolved according to law. Corporate existence of the Master 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:

3.1 "Additional Property" shall mean and refer to those real properties, together with any improvements thereon, other than the Phase One Property, which are made subject to the Master Declaration under the provisions of Article II thereof.

3.2 "Approving Agent" shall mean and refer to the Declarant or to an Architectural Review Committee appointed by the Board of Directors of the Master Association.

3.3 "Common Expenses" shall mean and refer to the actual and estimated expenses of operating the Master Association and meeting the costs incurred or to be incurred relative to performance of the duties of the Master Association, including

without limitation, the costs incurred for operation, maintenance and improvement of any Common Property, and including any reserves established by the Master Association, all as may be found to be necessary and appropriate by the Board of Directors of the Master Association pursuant to the Master Declaration, the By-laws, and these Articles of Incorporation of the Master Association.

3.4 "Common Property" shall mean and refer to all real property and any improvements located thereon, and all personal property, from time to time intended to be devoted to the use and enjoyment of all Members of the Master Association and maintained and operated by the Master Association at Common Expense; specific designation of areas within the Properties as Common Property shall be effected in accordance with the provisions of Article IV of the Master Declaration.

3.5 "The Declarant" shall mean and refer to Marcent Florida, Inc., and its successors and assigns. No successor or assignee of the Declarant shall have any rights or obligations of the Declarant unless such rights and obligations are specifically set forth in the instrument of succession or assignment or unless such rights pass by operation of law.

3.6 "Development Plan" shall mean and refer to the nonbinding, general scheme of intended uses and development of the lands illustrated on the land use plan of BuenaVista Woods, as may be amended from time to time.

3.7 "Kerina" shall mean and refer to Kerina, Inc., a Delaware corporation, which is the owner of fee simple title in and to the Phase One Property and the additional lands illustrated in the Development Plan.

3.8 "Lot" shall mean and refer to each platted lot included in any recorded subdivision plat of the Properties and intended for one single-family residence, and from time to time subjected to the encumbrance of the Master Declaration.

3.9 "Master Declaration" shall mean and refer to the Master Declaration of Covenants, Conditions and Restrictions for BuenaVista Woods to be recorded in the Public Records of Orange County, Florida.

3.10 "Master Association" shall mean and refer to BUENAVISTA WOODS HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, or its successors and assigns.

3.11 "Member" shall mean and refer to the Declarant and each Owner who is a Member of the Association as provided in

**Article III, Section 2 of this Master Declaration.**

**3.12 "Neighborhood"** shall mean and refer to any contiguous group of Lots and appurtenant areas and improvements within the Properties intended to comprise an independent subdivision unit of Lots.

**3.13 "Neighborhood Association"** shall mean and refer to any association or similar entity of limited jurisdiction established pursuant to the provisions of the Master Declaration in connection with the development of any Neighborhood for the purpose of owning, operating and maintaining common areas and improvements and attending to affairs and assessments unique to such Neighborhood and the residential use of the Lots located therein.

**3.14 "Owner"** shall mean and refer to the record holder, whether one or more persons or entities, of fee simple title to each Lot included from time to time in the Properties; but, notwithstanding any applicable theory of the law of mortgages, Owner shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure proceeding or a conveyance in lieu of foreclosure. Every Owner shall be treated for all purposes as a single Owner for each Lot owned by it, irrespective of whether such ownership is joint, in common or tenancy by the entirety.

**3.15 "Phase One Property"** shall mean and refer to the real property described on Exhibit "A" attached to the Master Declaration.

**3.16 "Properties"** shall mean and refer to the Phase One Property, together with such Additional Properties as may from time to time be annexed under the provisions of the Master Declaration, if and when annexed.

**3.17 "SFWMD"** shall mean and refer to the South Florida Water Management District.

**3.18 "Supplemental Declaration"** shall mean and refer to any declaration of covenants and restrictions executed by the Declarant, and by the owner of the affected lands if same are not owned by Declarant, which extends the provisions of the Master Declaration to Additional Property.

**3.19 "Surface Water Management System"** shall mean and refer to all land, easements and other facilities and appurtenances within the Properties that together constitute and comprise the master surface water management and drainage system of BuenaVista Woods in accordance with the plans and permits therefor approved

by SEWMD and Orange County.

#### ARTICLE IV

##### PRINCIPAL OFFICE

The principal office of the Association is located at 124 East Colonial Drive, Orlando, Florida 32801.

#### ARTICLE V

##### REGISTERED OFFICE AND AGENT

Shneur Elgar, whose address is 124 East Colonial Drive, Orlando, Florida 32801, is hereby appointed the initial registered agent of the Master Association and the registered office shall be at said address.

#### ARTICLE VI

##### PURPOSE AND POWERS OF THE ASSOCIATION

The Master Association shall not pay dividends and no part of any income of the Master Association shall be distributed to its Members, directors or officers. The Master 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 Master 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 Master Declaration. The Master 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 Master 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 Master Association for the benefit of the Owners and for the maintenance, administration and improvement of the Properties and the Common Property. Unless otherwise specifically prohibited, any and all functions, duties and powers of the Master Association shall be fully transferable, in whole or in part, to any Neighborhood Association, 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

Each Owner, including the Declarant, shall be a Member of the Master Association. Any person or entity who holds any interest merely as a security for the performance of any obligation shall not be a Member. The Master 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 Master 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 included in the Development Plan. After all lands in the Development Plan have been platted, the total number of Lots will be identified based upon all of the plats. The Master Association shall have two (2) classes of voting membership:

(a) Class A. Class A Members shall be all Owners, with the exception of the Declarant. 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 Declarant and any successor to the Declarant to whom the Declarant 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 Owners other than Declarant and Kerina. 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 Master Declaration; or

(ii) Seventy-five percent (75%) of all Lots in the Development Plan have been deeded to Owners other than

**Declarant or Kerina.**

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

**8.2 Multiple Owners.** Each vote in the Master Association must be cast as a single vote, and fractional votes shall not be allowed. In the event that joint or multiple Owners 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 Owner or Owners 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 Owners 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 Master Declaration, each Owner and Member of this Association also shall be a member of the Neighborhood Association established for the Neighborhood in which each Owner's Lot is situated. Voting on all matters by Members in this Master Association shall be coordinated through each Neighborhood Association. Each Neighborhood Association shall be entitled to appoint, elect or designate one voting representative of the Neighborhood Association to the Master Association; such voting representative from each Neighborhood Association shall be entitled to one vote for each Lot within its respective Neighborhood Association and that voting representative shall be the only person entitled to cast votes on behalf of Owners of Lots in that Neighborhood on matters coming up for vote in this Master Association.

**ARTICLE VIII****BOARD OF DIRECTORS**

The affairs of the Master 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; 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.	Shneur Elgar	124 East Colonial Drive Orlando, Florida 32802
2.	Miranda F. Fitzgerald	2 South Orange Avenue Orlando, Florida 32801
3.	Kathleen Keller	124 East Colonial Drive Orlando, Florida 32802

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.

## ARTICLE IX

### OFFICERS

The affairs of the Master 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	Shneur Elgar	124 E. Colonial Drive Orlando, Florida 32802
Vice-President	Kathleen Keller	124 E. Colonial Drive Orlando, Florida 32802

Secretary Shneur Elgar

124 E. Colonial Drive  
Orlando, Florida 32802

Treasurer Shneur Elgar

124 E. Colonial Drive  
Orlando, Florida 32802

## ARTICLE X

### INDEMNIFICATION

10.1 Every director and every officer of the Master Association shall be indemnified by the Master 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 Master Association, or having served at the Master 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 Master 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 Master 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 Master Association as authorized by these Articles of Incorporation.

10.3 The Master 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 Master Association, or is or was serving at the request of the Master 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 Master 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 Master 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 Properties in accordance with the Master Declaration. When made, the additions shall extend the jurisdiction, functions, duties and membership of the Master Association to such Additional Property.

The Master 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 Master Association provides that the Owners of the Lots located therein are intended to be Members of the Master Association and that the Master 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; delivery of written notices to each Member of record shall be deemed effective upon

delivery thereof to the designated voting representative of the Neighborhood Association in which each respective Member hereunder also is a member. 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 both the affirmative vote of a majority of the votes of Members of each class entitled to vote thereon as a class and the affirmative vote of a majority of the votes of all 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 and all of the Neighborhood Association designated voting representatives for all Members eligible to vote 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.

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

**13.8 Class B Member Voting.** Notwithstanding any provision to the contrary set forth in these Articles or the Bylaws of this Master Association, the terms and provisions of the Master Declaration shall govern and control all rights of the Class B Members with respect to voting on any and all matters coming before the Master Association, including any amendments to these Articles.

## **ARTICLE XIV**

### **SUBSCRIBER**

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

**Name**

Shneur Elgar

**Address**124 E. Colonial Drive  
Orlando, Florida 32802**ARTICLE XV****NONSTOCK CORPORATION**

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

IN WITNESS WHEREOF, the undersigned Subscriber has caused these presents to be executed as of the 14. day of April, 1993.

Signed, sealed and delivered  
in the presence of:


  
SHNEUR ELGAR

STATE OF FLORIDA     )  
                              )SS:  
COUNTY OF ORANGE    )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Shneur Elgar, the subscriber described in the foregoing Articles of Incorporation, who is

personally known to me and who did not take an oath, and he acknowledged and swore to the execution of the said Articles of Incorporation for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 14<sup>th</sup> day of April, 1993.

  
Signature of Person Taking  
Acknowledgment  
Print Name: Jennifer R Quigley  
Notary Public  
Charter No. (if any) \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

(R:\real\052D\0-2078)



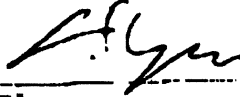
OFFICIAL SEAL  
JENNIFER R. QUIGLEY  
My Commission Expires  
March 19, 1997  
Comm. No. CC 260770

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BUENAVISTA WOODS HOMEOWNERS ASSOCIATION, INC. SECRETARY OF STATE  
ACCEPTANCE OF REGISTERED AGENT TALLAHASSEE, FLORIDA

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.

  
Shneur Elgar  
Registered Agent

Date: 4/14/93