

State of Florida



Department of State

I certify from the records of this office that BRANTLEY PLACE HOMEOWNERS' ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on February 19, 1996.

The document number of this corporation is N96000001017.

I further certify that said corporation has paid all fees and penalties due this office through December 31, 1996, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capitol, this the
Twenty-sixth day of February, 1996



CR2EO22 (2-95)

Sandra B. Northam

Sandra B. Northam
Secretary of State

ARTICLES OF INCORPORATION
OF
BRANTLEY PLACE HOMEOWNERS' ASSOCIATION, INC.

FILED
96 FEB 19 PM 2:53
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE 1

NAME

1. NAME. The name of the corporation is: BRANTLEY PLACE HOMEOWNERS' ASSOCIATION, INC. (Hereinafter referred to as the "ASSOCIATION").

ARTICLE 2

DEFINITIONS

2. DEFINITIONS. Unless defined in these Articles or the Bylaws all terms used in the Articles and Bylaws shall have the same meanings as used in the DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR BRANTLEY PLACE, (the "Declaration").

ARTICLE 3

PURPOSE

3. PURPOSE. The purpose for which the ASSOCIATION is organized are as follows:

3.1 To operate as a corporation not-for-profit pursuant to chapter 617 of the Florida Statutes.

3.2 To administer, enforce and carry out the terms and provisions of the Declaration as same may be amended or supplemented from time to time.

3.3 To administer, enforce and carry out the terms and provisions of any other Declaration of Covenants and Restrictions or similar document, submitting property to the jurisdiction of or assigning responsibilities, rights or duties to the ASSOCIATION and accepted by the Board of Directors of the ASSOCIATION (the "BOARD").

3.4 To promote the health, safety, comfort and social and economic welfare of the MEMBERS of the ASSOCIATION and the OWNERS and Residents of lots in BRANTLEY PLACE as authorized by the Declaration, by these Articles, and by the Bylaws.

ARTICLE 4

POWERS

4. POWERS. The ASSOCIATION shall have the following powers:

4.1 All of the common law and statutory powers of a corporation not-for-profit under the laws of Florida which are not in conflict with the terms of these Articles.

4.2 To enter into, make, establish and enforce, rules, regulations, Bylaws, covenants, restrictions and agreements to carry out the proposes of the ASSOCIATION.

4.3 To make and collect Assessments for Common Expenses from OWNERS to defray the cost, expenses, reserves and losses incurred or to be incurred by the ASSOCIATION and to use the proceeds thereof in the exercise of the ASSOCIATION'S powers and duties.

4.4 To own, purchase, sell mortgage, lease, administer, manage, operate, maintain, improve, repair and/or replace real and personal property.

4.5 To hold funds for the exclusive benefit of the MEMBERS of the ASSOCIATION as set forth in these Articles and provided in the Declaration and the Bylaws.

4.6 To purchase insurance for the protection of the ASSOCIATION, its officers, directors and MEMBERS, and such other parties as the ASSOCIATION may determine to be in the best interest of the ASSOCIATION.

4.7 To operate, maintain, repair, and improve all Common Property and such other portions of BRANTLEY PLACE as may be determined by the BOARD from time to time.

4.8 To honor and perform under all contracts and agreements entered between third parties and the ASSOCIATION or third parties and the DEVELOPER which are assigned to the ASSOCIATION.

4.9 To exercise architectural control, either directly or through appointed committees, over all buildings, structures and improvements to be placed or constructed upon any portion of BRANTLEY PLACE. Such control shall be exercised pursuant to the Declaration.

4.10 To provide for private security, fire safety and protection, and similar functions and services within BRANTLEY PLACE as the BOARD in its discretion determines necessary or appropriate.

4.11 To provide, purchase, acquire, replace, improve, maintain and/or repair such buildings, structures, streets, pathways, and other structures, landscaping, paving and equipment, both real and personal, related to the health, safety and social welfare of the MEMBERS of the ASSOCIATION and the OWNERS and Residents of BRANTLEY PLACE as the BOARD in its discretion determines necessary or appropriate.

4.12 To employ personnel necessary to perform the obligations, services and duties required of or to be performed by the ASSOCIATION and/or to contract with others for the performance of such obligations, services and/or duties and to pay the cost thereof in accordance with whatever contractual arrangement the BOARD shall enter.

4.13 The ASSOCIATION shall operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the St. Johns River Water Management District permit no. 42-117-0985N requirements and applicable District rules, and shall assist in the enforcement of the Declaration of Covenants and Restrictions which relate to the surface water or stormwater management systems. The ASSOCIATION shall levy and collect adequate assessments against members of the ASSOCIATION for the costs of maintenance and operation of the surface or stormwater management system.

ARTICLE 5

MEMBERS

5.1 Membership. Except as is set forth in this Article 5, every person who is a record titleholder of a fee or undivided fee interest in any Lot which is subject by covenants or record to assessment by the ASSOCIATION shall be a MEMBER of the ASSOCIATION, provided that any such person which holds such interest merely as a security for the performance of any obligation shall not be a MEMBER. A builder or developer who in its normal course of business purchases a Lot for the purpose of constructing an Improvement thereon for resale shall not become a MEMBER of the ASSOCIATION so long as such builder or developer does not occupy the Improvement as a residence. Only (a) those Persons who purchase a Lot to have a residence built for them, (b) those Persons who purchase a Lot and the Improvements thereon during or after completion of construction, and (c) the DEVELOPER shall be MEMBERS. Notwithstanding the previous sentence, if a builder does occupy an Improvement as his primary personal residence and so notifies the ASSOCIATION in writing, thereafter such builder shall be considered a MEMBER of the ASSOCIATION. The DEVELOPER shall retain the rights of membership including, but not limited to, the Voting Rights, to all Lots owned by Persons not entitled to Membership as herein defined.

5.2 Transfer Of Membership. Transfer of membership in the ASSOCIATION shall be established by the recording in the Public Records of Seminole County of a deed or other instrument establishing a transfer of record title to any Lot for which membership has already been established. The OWNER designated by such instrument of conveyance thereby becomes a MEMBER, and the prior MEMBER'S membership thereby is terminated. In the event of death of a MEMBER his membership shall be automatically transferred to his heirs or successors in interest. Notwithstanding the foregoing, the ASSOCIATION shall not be obligated to recognize such a transfer of membership until such time as the ASSOCIATION receives a true copy of the recorded deed or other instrument establishing the transfer of ownership of the Lot, and it shall be the responsibility and obligation of both the former and the new OWNER of the Lot to provide such true copy of said recorded instrument to the ASSOCIATION.

5.3 Prohibition Against Transfer. The share of a MEMBER in the funds and assets of the ASSOCIATION cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Lot associated with the membership of that MEMBER, nor may a membership be separately assigned, hypothecated or transferred in any manner except as an appurtenance to the Lot.

5.4 Determination of Voting Rights. The OWNER of a Lot who is a MEMBER shall be entitled to one (1) vote for each Lot owned by that MEMBER.

5.5 Developer. The number of votes attributable to the DEVELOPER shall be the total number of Lots shown on the plat of BRANTLEY PLACE reduced by the number of votes attributable to the Lots sold to Persons who are MEMBERS.

5.6 Number of Votes. The total number of outstanding votes at any time shall be equal to the number of Lots shown on any plat of BRANTLEY PLACE. If any plat is amended to increase or decrease the number of Lots, the total number of votes will be adjusted accordingly.

5.7 Voting by Co-Owners. If the Lot associated with the membership of a MEMBER is owned by more than one person, the vote(s) of the MEMBER may be cast at any meeting by any Co-OWNER of the Lot. If when the vote(s) is (are) to be cast, a dispute arises between the Co-OWNERS as to how the vote(s) will be cast, they shall lose the right to cast their vote(s) on the matter being voted upon, but their vote(s) continue to be counted for purposes of determining the existence of a quorum. When more than one person holds such interest or interests in any Lot, all such persons shall be Members and vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

5.8 Proxies. Every MEMBER entitled to vote at a meeting of the MEMBERS, or to express consent or dissent without a meeting, may authorize another person to act on the MEMBER'S behalf by a proxy signed by such MEMBER. Any proxy shall be delivered to the Secretary of the ASSOCIATION or the person acting as

Secretary at the meeting, at or prior to the time designated in the order of business for so delivering such proxies. No proxy shall be valid after the expiration of eleven (11) months from the date thereof, unless otherwise provided in the proxy. Every proxy shall be revocable at any time at the pleasure of the MEMBER executing it.

5.9 Right of the Developer. Notwithstanding anything contained in these Articles, the Bylaws or the Declaration to the contrary, so long as the DEVELOPER owns any portion of the Property and the DEVELOPER has not caused to be recorded in the Public Records of Seminole County, Florida, a Certificate of Termination of Interest in BRANTLEY PLACE, no vote of the MEMBERS shall be effective without approval in writing by the DEVELOPER. The Certificate of Termination of Interest in BRANTLEY PLACE will terminate any and all right, title, interest and obligation of the DEVELOPER in the operation and control of the ASSOCIATION. Thereafter, the DEVELOPER shall be a MEMBER with the number of votes determined in accordance with Section 5.5.

5.10 Calculation of Votes. Any question concerning the number of votes which may be cast by a MEMBER shall be decided by the BOARD.

ARTICLE 6

MEMBERS OF THE BOARD

6.1 Members of the Board. The affairs of the ASSOCIATION shall be managed by a BOARD consisting of not less than three (3) members, nor more than nine (9) members, and which shall always be an odd number. The number of members of the BOARD shall be determined in accordance with the Bylaws. In the absence of such determination, there shall be three (3) members of the BOARD.

6.2 The DEVELOPER shall appoint members of the BOARD of ASSOCIATION as follows:

6.2.1 The DEVELOPER shall have the right to appoint all members of the BOARD until the DEVELOPER holds less than ten percent (10%) of the total number of votes of MEMBERS as determined by Article 5 hereof.

6.2.2 Thereafter, unless the DEVELOPER has caused to be recorded in the Public Records of Seminole County, Florida, a Certificate of Termination of Interest in BRANTLEY PLACE, the DEVELOPER shall have the right to appoint a majority of the members of the BOARD so long as the DEVELOPER owns any Lots within BRANTLEY PLACE.

6.3 After the DEVELOPER no longer has the right to appoint all members of the BOARD under section 6.2.1, or earlier if the DEVELOPER so elects, then and only then shall any member of the BOARD be elected by the MEMBERS of the ASSOCIATION.

6.4 All of the duties and powers of the ASSOCIATION exacting under Chapter 617 of the Florida Statutes, the Declaration, these Articles and the Bylaws shall be exercised exclusively by the BOARD, its agents, contractors or employees, subject to approval by the MEMBERS only when specifically required.

6.5 A member of the BOARD may be removed and vacancies on the BOARD shall be filled in the manner provided by the Bylaws. However, any member of the BOARD appointed by the DEVELOPER may only be removed by the DEVELOPER, and any vacancy on the BOARD of a member appointed by the DEVELOPER shall be filled by the DEVELOPER.

6.6 The names and addresses of the members of the BOARD who shall hold office until their successors are elected or appointed, or until removed, are as follows:

Carl H. Cahill
131 Park Lake Street, Orlando, FL 32803
Sandra T. Bierly
131 Park Lake Street, Orlando, FL 32803
G. Scott Cahill
131 Park Lake Street, Orlando, FL 32803

ARTICLE 7

OFFICERS

7. OFFICERS. The officers of the ASSOCIATION shall be a President, Vice President, Secretary, Treasurer and such other officers as the BOARD may from time to time by resolution create. The Officers shall serve at the pleasure of the BOARD, and the Bylaws may provide for the removal from office of Officers, for filling vacancies, and for the duties of the Officers. The Names of the Officers who shall serve until their success are designated by the BOARD are as follows:

President - Carl H. Cahill

Vice President - Sandra Bierly

Secretary/Treasurer - G. Scott Cahill

ARTICLE 8

INDEMNIFICATION

8. INDEMNIFICATION OF OFFICERS, MEMBERS OF THE BOARD OR AGENTS. 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, suite or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a member of the BOARD, employee, Officer or agent of the ASSOCIATION, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suite 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; 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 such action or suite 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 which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo-contenders or its equivalent, shall not, in and of itself, create a presumption that the Person did not act in good faith and in a manner which 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, that he had no reasonable cause to believe that hi conduct was unlawful.

8.1 To the extent that a member of the BOARD, Officer, employee or agent of the ASSOCIATION is entitled to indemnification by the ASSOCIATION in accordance with this Article 8, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonable incurred by him in connection therewith.

8.2 Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the ASSOCIATION in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the members of the BOARD, Officer, employee of agent of the ASSOCIATION to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the ASSOCIATION as authorized in this Article.

8.3 The indemnification provided by this Article shall not be deemed exclusive of any rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any Bylaw, agreement, vote of MEMBERS or otherwise. As

to action taken in an official capacity while holding office, the indemnification provided by this Article shall continue as to a Person who has ceased to be a member of the BOARD, Officer, employee, or agent of the ASSOCIATION and shall inure to the benefit of the heirs, executors and administration of such a Person.

8.4 The ASSOCIATION shall have the power to purchase and maintain insurance on behalf of any Person who is or was a member of the BOARD, Officer, employee or agent of the ASSOCIATION, or is or was serving at the request of the ASSOCIATION as a member of the Board, Officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprises, against any liability asserted against him and incurred by him in any such capacity, as 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 this Article.

ARTICLE 9

BYLAWS

9. INITIAL BYLAWS. The initial Bylaws shall be adopted by the BOARD, and may be altered, amended or rescinded in the manner provided by the Bylaws.

ARTICLE 10

AMENDMENTS

10 AMENDMENTS. Amendments to these Articles shall be proposed and adopted in the following manner:

10.1 Initiation. A resolution to amend these Articles may be proposed by a majority of the members of the BOARD, or by MEMBERS holding not less than ten percent (10%) of the votes of the entire membership of the ASSOCIATION.

10.2 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

10.3 Adoption of Amendments.

10.3.1 As long as the DEVELOPER appoints a majority of the members of the BOARD, the DEVELOPER shall have the right to unilaterally amend these Articles without the joinder or approval of any member of the BOARD or any MEMBER. No amendment to these Articles shall be effective without the written

approval of the DEVELOPER as long as (1) the DEVELOPER owns any portion of the Property and (2) the DEVELOPER has not caused to be recorded in the Public Records of Seminole County, Florida, a Certificate of Termination of Interest in BRANTLEY PLACE.

10.3.2 A resolution for the adoption of the proposed amendment shall be adopted by MEMBERS having not less than a majority of the votes of the entire membership of the ASSOCIATION.

10.4 No amendment shall make any changes in the qualification for membership nor in the voting rights or property rights of MEMBERS without the approval of all MEMBERS. So long as the DEVELOPER owns any portion of the Property, no amendment shall make any changes which would in any way affect any of the rights, privilege, power or options herein provided in favor of, or reserved to, the DEVELOPER, unless the DEVELOPER shall join the execution of the amendment.

10.5 Upon the approval of an amendment to these Articles, Articles of Amendment shall be executed and delivered to the Department of State as provided by law, and a copy certified by the Department of State shall be recorded in the Public Records of Seminole County, Florida, as an amendment to the DECLARATION.

ARTICLE 11

TERM

11. Existence of the ASSOCIATION shall commence with the filing of the Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The ASSOCIATION shall exist in perpetuity.

11.1 In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the final surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

IN WITNESS WHEREOF, the undersigned incorporate has executed these presents as of the 15th day of Feb., 1996.

Signed, sealed and delivered
in the presence of:

Michelle Quinn
Garson Briski

Carl H. Cahill
Carl H. Cahill

State of Florida
County of Orange)

The foregoing instrument was acknowledged before me this 15 day of February, 1996, by Carl H. Cahill.



PAMELLA R. FINNE
MY COMMISSION # CC275647 EXPIRES
May 6, 1997
BONDED THRU TROY FAIN INSURANCE, INC.

Pamella R. Finne

Notary Public
My Commission Expires:

Personally Known OR Produced Identification Type of
Identification Produced

article
r58

CERTIFICATE DESIGNATION REGISTERED AGENT FOR
THE SERVICE OF PROCESS WITH IN THIS STATE

FILED
96 FEB 19 PM 2:53
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Chapter 489, Florida Statutes, the Following is submitted in
compliance with said Act:

BRANTLEY PLACE HOMEOWNERS' ASSOCIATION, INC., desiring to
organize as a corporation under the laws of the State of Florida with its principal office at
131 Park Lake Street, Orlando, Florida 32803, has named Carl H. Cahill located at the
above registered office, as its Registered Agent to accept service of process within this
state.

ACKNOWLEDGMENT;

Having been named to accept service of process for the above stated corporation,
at place designated in this Certificate, I hereby agree to act in this capacity, and further
agree to comply with the provisions of said Act relative to keeping open said office.



Carl H. Cahill

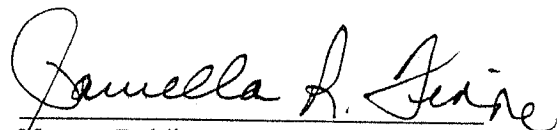
Date: 2/15/96

State of Florida
County of Orange)

The foregoing instrument was acknowledged before me this 15 day of Febuary,
1996, by Carl H. Cahill.



PAMELLA R. FINNE
MY COMMISSION # CC275647 EXPIRES
May 6, 1997
BONDED THRU TROY FAIR INSURANCE, INC.



Notary Public
My Commission Expires:

Personally Known OR Produced Identification
Type of Identification Produced _____