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ACCOUNT NO. : 072100000032

REFERENCE : 168458 80472A

AUTHORIZATION :

COST LIMIT : \$ PPD

ORDER DATE : March 15, 1999

ORDER TIME : 10:43 AM

ORDER NO. : 168458-005

CUSTOMER NO: 80472A

CUSTOMER: Robert D. Sumner, Esq  
SUMNER & MANN, P.A.  
SUMNER & MANN, P.A.

14150 6th Street  
Dade City, FL 33525

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DOMESTIC FILING

NAME: LAKE JOVITA HOMEOWNERS  
ASSOCIATION, INC.

EFFECTIVE DATE:

XX ARTICLES OF INCORPORATION  
       CERTIFICATE OF LIMITED PARTNERSHIP

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY  
       PLAIN STAMPED COPY  
       CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Christopher Smith

EXAMINER'S INITIALS:

*J* 3/15/99

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SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
99 MAR 15 PM 1:10

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99 MAR 15 AM 11:2  
DIVISION OF CORPORATIONS

**ARTICLES OF INCORPORATION**

**OF**

**LAKE JOVITA HOMEOWNERS ASSOCIATION, INC.,**

(A corporation not for profit)

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DIVISION OF CORPORATIONS

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The undersigned hereby executes these Articles of Incorporation for the purpose of forming a corporation not-for-profit under Chapter 617, Florida Statutes (1998) and certifies as follows:

ARTICLE I

NAME

The name of the corporation shall be **LAKE JOVITA HOMEOWNERS ASSOCIATION, INC.**, (hereinafter referred to as the "Association") and its duration shall be perpetual. The principal office of the Association shall be located initially at 14651 21st Street, Dade City, Florida 33523. The principal office of the Association may be changed from time to time by the Board of Directors without amending these Articles of Incorporation.

ARTICLE II

PURPOSE

The purpose for which the Association is organized is to engage as a nonprofit organization to protect the value of the Property subject to its jurisdiction, protect the value of the Lots and the Area; to exercise all the powers and privileges and to perform all of the duties and obligations of the Association as defined and set forth in that certain Declaration of Covenants and Restrictions for Lake Jovita (the "Declaration") to be recorded in the office of the Clerk of the Circuit Court in and for Pasco County, Florida, including the establishment and enforcement of payment of Maintenance Fees, Charges and Assessments contained therein; to provide for maintenance and management of the streets and roadways of the Property and other lands subject to its jurisdiction, to acquire the common areas of the Property or other portions of the Development upon sale or transfer by the Developer, and to engage in such other lawful activities as may be to the mutual benefit of the Members and the Property. In addition, the Association shall have the authority to purchase or to receive title to those portions of the Property, including the Common Areas, and any other parcels of property as may be made available by the Developer, and to operate and manage said property for the benefit of the members of the Association. All terms used herein which are defined in the Declaration shall have the same meaning herein as therein.

### ARTICLE III

#### POWERS

The powers of the Association shall include and be governed by the following provisions:

Section 1. Common Law and Statutory Powers. The Association shall have all of the common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of these Articles and the Declaration.

Section 2. Necessary Powers. The Association shall have all of the powers reasonably necessary to implement its purpose including, but not limited to, the following:

2.1 To own and convey property, to sue and be sued, to operate, manage, maintain, repair and replace the streets and roadways which may be dedicated to it, and, if acquired by the Association, the Common Areas, specifically the surface water management system including any mitigation areas as permitted by the Southwest Florida Water Management District including all lakes, retention areas, culverts and related appurtenances, and any real or personal property in which the Association has an interest;

2.2 To make and collect any Fees, Charges or Assessments against Members to pay Expenses, and to operate the Association, including the return of a reasonable profit on the operation of the Common Areas and Property that may be owned, leased, or dedicated to it;

2.3 To use the proceeds of Assessments in the exercise of its powers and duties;

2.4 To reconstruct Improvements after casualty and to further improve the Property and the Common Areas owned, leased or otherwise dedicated to the Association, by the construction of improvements or renovation, repair or remodeling of buildings or other improvements to the Property and Common Areas;

2.5 To make and amend By-Laws of the Association and to make any other rules or regulations respecting the use of the Property and the Common Areas owned, leased or otherwise dedicated to the Association, and to enforce by legal means the provisions of the Declaration, these Articles, the By-Laws and the rules and regulations for the use of the Property and the Common Areas, including but not limited to establishing an Architectural Review Committee ("A.R.C") to approve changes to the individual Lots and any property of the Association;

2.6 To provide for management and maintenance, enter into contracts with professional managers and to take any other action which in its judgment is necessary to assist the Association in carrying out its duties by performing such functions as the collection of Fees, Charges, or Assessments, preparation of

records, enforcement of rules and maintenance of the streets and roadways of the Property and any other property acquired by the Association. The Association shall, however, retain at all times the powers and duties granted it by common law, Florida Statutes and local ordinances including, but not limited to, the making of Assessments, promulgation of rules and regulations and execution of contracts on behalf of the Association;

2.7 To repair and maintain the streets and roadways of the Property, and any other real property that may become a part of the Development, as such streets and roadways become dedicated to the Association, portions of which are or may be owned by third parties other than the Developer or the Association or Members, and to assess such third parties a proportionate share of the expenses of such maintenance;

2.8 To possess, enjoy and exercise all powers necessary to implement, enforce, and carry into effect the Association's duties above described, including the power to acquire, hold, convey, and deal in real and personal property;

2.9 To acquire by purchase, transfer, or any other means, title to the Property, Common Areas or any other property that may be made available for sale or transfer by the Developer or any other third party, for the purpose of protecting the value of the Property, or for any other lawful reason, and to make Assessments to pay for said purchase or transfer, in accordance with the terms of these Articles, the By-Laws and the Covenants;

2.10 To lease, rent or otherwise contract a right to possession of the Property or Common Areas, and to operate, repair, maintain and better the Common Areas or the Property, in accordance with any direction by the Board of Directors of the Association.

2.11 To take any other action necessary for the purposes for which the Association is organized.

Section 3. Funds and Title to Properties. All funds and title to all properties acquired by the Association and the proceeds thereof shall be held only for the benefit of the Members. The activities of the Association will be financed by assessments against Members as provided in the Declaration, and no part of any net earnings of the Association will enure to the benefit of any Member, and no part of the income shall be distributed to the Members, Directors, or Officers of the Association.

Section 4. Limitations. The powers of the Association shall be subject to and be exercised in accordance with the provisions of the Declaration.

## ARTICLE IV

### MEMBERSHIP AND VOTING

Section 1. Qualification for Membership. The qualification for membership, and the manner of admission to membership and termination of such membership, shall be as follows: A person or entity shall automatically become a Member of the Association upon acquisition of fee simple title to any Lot, by filing a deed therefor in the public records of Pasco County, Florida. Membership shall continue until such time as the Member transfers or conveys his interest of record or the interest is transferred or conveyed by operation of law, at which time membership, with respect to the Lot conveyed, shall automatically be conferred upon the transferee. Membership shall be appurtenant to, and may not be separated from, ownership of Property subject to the Declaration. No person or entity holding an interest in a Lot only as security for the performance of an obligation may be a Member of the Association. The Developer, by including additional property within the description of the Property and impose the restrictions of the Declaration, may cause additional memberships in the Association and the Developer may designate the ownership basis for such additional membership. The Developer shall be a Member of the Association from and after the date of recordation of the Declaration, which membership shall continue so long as Developer owns any Lot within Lake Jovita.

Section 2. Voting. The Association shall have two (2) classes (Class "A" and Class "B") of voting membership, which shall exist and possess such rights and be subject to such limitations as set forth in the Declaration.

## ARTICLE V

### BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of Directors consisting of not less than three (3) nor more than nine (9) Directors. Until such time as the Developer relinquishes control of the Association, developer shall have the right to appoint all members of the Board of Directors and to approve the appointment of all officers of the Association and no action of the membership of the Association shall be effective unless and until approved by the developer. Further, until turnover of control by Developer, no Director or Officer need be a Member of the Association; thereafter, all Directors and Officers must be Members of the Association except such Directors as are appointed by the Developer, as provided herein. The number of Directors constituting the initial Board shall be no less than three (3) Directors and no more than (9) Directors, and they shall serve until such time as Developer relinquishes control of the Association or until replaced by Developer. Commencing with the Turnover Meeting and at each annual meeting of Members following the date on which Developer relinquishes control of the Association, the Directors shall be elected by the Members of the

Association at the annual meeting. The Developer shall be entitled at any time, and from time to time, to remove or replace any Director originally appointed by the Developer. The Developer may waive or relinquish in whole or in part any of its rights to appoint any one or more of the Directors it is entitled to appoint. The following persons shall constitute the initial Board of Directors:

<u>NAME</u>	<u>ADDRESS</u>
ROY A. GADDEY, JR.	29130 Bay Hollow Drive, Unit 3306 Wesley Chapel, Florida 33543
BILLY E. BROWN	33623 Burks Road San Antonio, Florida 33576
JEAN HANCOCK	37424 Derbyshire Drive Zephyrhills, Florida 33541

#### ARTICLE VI

##### OFFICERS

Officers shall be elected by the Board of Directors and shall consist of a President, Vice-President, Secretary and Treasurer and such vice presidents and secretaries and assistant treasurers as the Board of Directors may from time to time appoint. The following persons shall serve as Officers until replaced by the Developer or until the first election:

<u>NAME</u>	<u>TITLE</u>
ROY A. GADDEY, JR.	President
BILLY E. BROWN	Vice-President
JEAN HANCOCK	Secretary/Treasurer

#### ARTICLE VII

##### INDEMNIFICATION OF OFFICERS, DIRECTORS AND MEMBERS OF THE ARCHITECTURAL REVIEW COMMITTEE

Every Director and Officer of the Association, and any member of the Architectural Review Committee (the "A.R.C.") shall be indemnified by the Association against all expenses and liability, including attorneys' fees and costs, reasonably incurred by or imposed upon him in connection with any 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, Officer or member of the A.R.C. at the time the liability for such expenses are incurred, notwithstanding that the individual is no longer a Member of the Association or an Officer or Director, except in such cases wherein the Director, Officer or member of the A.R.C. is adjudged guilty of

willful misfeasance or malfeasance in the performance of his duties; provided that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director, Officer or member of the A.R.C. seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in 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, Officer or member of the A.R.C. may be entitled.

ARTICLE VIII

SUBSCRIBER

The name and address of the subscriber hereto is as follows:

<u>NAME</u>	<u>ADDRESS</u>
ROY A. GADDEY, JR.	29130 Bay Hollow Drive, Unit 3306 Wesley Chapel, Florida 33543

ARTICLE IX

BY-LAWS

By-Laws of the Association shall be adopted, amended, altered or rescinded by a majority vote of the Board of Directors at any regular or special meeting; provided, however, that at no time shall the By-Laws conflict with these Articles of Incorporation or the Declaration.

ARTICLE X

AMENDMENTS

These Articles of Incorporation of the Association may be amended, altered or modified by a majority vote of the Board of Directors at any regular or special meeting, provided there is no conflict with Florida Statutes, applicable ordinances or the Declaration. No amendment, alteration or modification of these Articles of Incorporation may be made which affects the rights or privileges of any Mortgagee, nor may these Articles of Incorporation be rescinded without the express prior written consent of all Mortgagees so affected, and any attempt to amend, alter or rescind contrary to this prohibition shall be of no force or effect.

ARTICLE XI

In the event of dissolution of the Association, other than incident to a merger or consolidation, the property consisting of the surface water management system shall be conveyed to an appropriate agency of local government, and if not accepted, then the surface water management system shall be dedicated to a similar

non-profit corporation; and all other assets of the Association shall be dedicated to an appropriate public agency to be used for the purposes similar to those for which this Association was created, and in the event such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization or be devoted to such similar purposes, or distributed to the Members as appurtenances (if real property or any interest therein) to the Members' lots, subject to any and all applicable laws.

#### ARTICLE XII

Anything herein to the contrary notwithstanding, during the time that Declarant, as defined in the By-Laws, is actively developing or selling the Subdivision or the remaining lands described in the Declaration, or any property hereafter annexed, Developer reserves the right to amend the Declaration, the Articles of Incorporation and the By-Laws of the Association in any manner whatsoever, provided, however, that Developer may not alter the character of the development as residential, nor may Developer delete any Common Area designated, submitted or committed to common usage. Declarant's rights hereunder may be assigned to any successor to all or any part of Developer's interest in the Subdivision.

#### ARTICLE XIII

##### REGISTERED AGENT

The name of the initial registered agent shall be ROY A. GADDEY, JR., and the street address of the registered agent of the Association shall be 14651 21st Street, Dade City, Florida 33523. The Association shall have the right to designate subsequent registered agents without amending these Articles of Incorporation.

IN WITNESS WHEREOF, I have hereunder set my hand and seal, at Dade City, Florida, this 12<sup>th</sup> day of March of 1999.

Signed, Sealed and Delivered  
in the Presence of:

Elizabeth J. Clark  
Elizabeth J. Clark  
Sharon S. Sumner  
Sharon S. Sumner

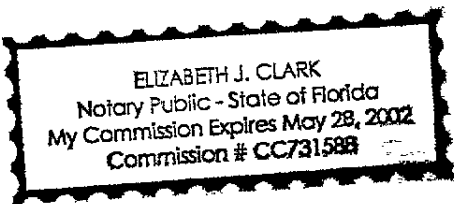
ROY A. GADDEY, JR. (SEAL)



STATE OF FLORIDA  
COUNTY OF PASCO

The foregoing Articles of Incorporation were acknowledged before me this 12<sup>th</sup> day of March, 1999, by **ROY A. GADDEY, JR.**, the subscriber named therein, who:

is personally known to me; or  
 has produced \_\_\_\_\_  
as identification.



Elizabeth J. Clark  
(Signature of Notary Public)  
Elizabeth J. Clark  
(Printed or Typed Name of Notary)  
Notary Public - State of Florida  
Commission No. CC731588  
My Commission Expires: May 28, 2002

ACCEPTANCE BY REGISTERED AGENT

Having been named to accept service of process for the above named corporation at the place designated in these Articles of Incorporation, I hereby agree to act in this capacity, and agree to comply with the provision of Chapter 48.091, Florida Statutes, relative to keeping said office open for service of process.

[Signature]  
**ROY A. GADDEY, JR.**

Registered Agent

March 12, 1999  
(Date)

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