

730228

PINE VALLEY CONDOMINIUM ASSOCIATION  
101 CLUBHOUSE BOULEVARD  
NEW SMYRNA BEACH, FL 32168

FLORIDA DEPARTMENT OF STATE  
Division of Corporations  
P.O.Box 6327  
Tallahassee, Florida 32314

1 April 1998

Re: Filing of Amendments, Articles of Incorporation

Please find attached a copy of the proposed amendments to the Articles of Incorporation of the PINE VALLEY CONDOMINIUM ASSOCIATION which we wish to have filed and a certification of filing provided. A check for \$35.00 which we understand is the filing fee is enclosed.

Yours truly



Wallace W. Robertson, Secretary

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-04/06/98--01034--003  
\*\*\*\*\*35.00 \*\*\*\*\*35.00

FILED  
98 APR -6 AM 11:14  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

*Amend*

APR 8 1998

**NOTICE OF AMENDMENTS**  
**to**  
**ARTICLES OF INCORPORATION**  
**of**  
**PINE VALLEY CONDOMINIUM ASSOCIATION INC.**  
**101 Clubhouse Boulevard New Smyrna Beach, FL 32168**

**FILED**  
**98 APR -6 AM 11:14**  
**SECRETARY OF STATE**  
**TALLAHASSEE, FLORIDA**

**Pursuant to the provisions of section 617.1006, Florida Statutes, the undersigned corporation adopts the following revised Articles of Incorporation.**

The date of adoption of these revised articles was February 24, 1998

The revised articles were approved by the members, and the number of votes cast for approval was 69 out of 80 Owners . (75%approval required.)

PINE VALLEY CONDOMINIUM ASSOCIATION

**ARTICLE I**

(Amended March 16, 1995 (Official Records Book 4097, Page 542))

The name of the corporation is **Pine Valley Condominium Association Inc.** For convenience the corporation will be referred to hereafter as the "Association".

**ARTICLE II**

The principal office of the Association is located at 101 Clubhouse Blvd., New Smyrna Beach, FL 32168. The Board of Directors from time to time may designate such other address and place for the principal office of the Association as it may see fit.

### ARTICLE III

#### PURPOSE

3.1 The purpose for which the Association is organized is to provide an entity pursuant to the Condominium Act, Chapter 718, Florida Statutes (1997), and organized pursuant to Chapter 617, Florida Statutes (1997) as it shall be from time to time amended for operation of PINE VALLEY CONDOMINIUM, a condominium, located on land situated in Volusia County, Florida, described as follows:

A portion of the Joseph Bonnelly grant, being Section 42, Township 17 south, range 33 east, being more particularly described as follows ...Beginning at the northeasterly corner of Lot 9, Sugar Mill Country Club and Estates subdivision, Unit No. I, as per map recorded in Map Book 29, Page 129, of the Public Records of Volusia County, Florida; thence run north  $80^{\circ} 37' 00''$  west along the northerly line of said Lot 9 a distance of 113.00 feet to the northwest corner of said lot 9 ;thence south  $01^{\circ}24'00''$  west along the northwesterly line of said Lot 9, a distance of 50.19 feet to a point ; thence south  $62^{\circ}00'00''$  west along the northerly line of Lots 10 and 11 a distance of 175.16 feet to a point; thence south  $77^{\circ} 00'00''$  west along northerly line of Lots 12 and 13 a distance of 233.00 feet to a point; thence north  $28^{\circ}12'00''$  west along the easterly edge of a 25 foot utility right-of-way , a distance of 25.00 feet to a point; thence north  $07^{\circ}49'26''$  west a distance of 142.08 feet to a point; thence north  $41^{\circ}00'00''$  west a distance of 230.00 feet to a point; thence north  $37^{\circ}00'23''$  west a distance of 559.23 feet to a point; thence north  $77^{\circ}42'35''$  east a distance of 559.58 to a point in the westerly right of way of Clubhouse Blvd.( An 80 foot right-of way as now established and recognized); thence south  $18^{\circ}16'15''$  east along said westerly right-of-way a distance of 94.03 feet to the point of curvature of a curve to the left, said curve having a radius of 462.80 feet and a central angle of  $35^{\circ}24'59''$ ; thence southerly and easterly along said curve a distance of 286.07 feet to the point of tangency thereof; thence south  $53^{\circ}41'14''$  east along said westerly right-of-way of Clubhouse Blvd. a distance of 294.55 feet to the point of curvature of a curve to the right having a radius of 136.76 feet and a central angle of  $63^{\circ}47'14''$  thence southerly and westerly along said curve a distance of 152.25 feet to the point of tangency thereof; thence south  $10^{\circ}06'00''$  west along the westerly right-of-way of said Clubhouse Blvd. a distance of 111.67 feet to the point of beginning of this description, said parcel contains 10.64 acres.

3.2 The Association shall make no distribution of its income to its members, directors or officers.

## ARTICLE IV

### POWERS

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

4.1 The Association shall have all the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles.

4.2 The Association shall have all of the powers and duties set forth in the Condominium Act, except as limited by these Articles and the Declaration of Condominium, and all of the powers and duties reasonably necessary to operate the condominium pursuant to the Declaration as presently drafted and as it may be amended from time to time, including but not limited to the following:

- a. Assess. To make and collect assessments against members as unit owners to defray the costs, expenses and losses of the condominium.
- b. Disburse. To use the proceeds of assessments in the exercise of its powers and duties.
- c. Maintain. To maintain, repair, replace and operate the condominium property.
- d. Insure. To purchase insurance upon the condominium property and insurance for the protection of the Association.
- e. Reconstruct. To reconstruct improvements after casualty and further improve the condominium property.
- f. Regulate. To make and amend reasonable regulations respecting the use of the property in the condominium.
- g. Assign. To assign parking areas for the exclusive use of the designated units, in the event same have not been designated limited common elements in the Declaration of Condominium and exhibits thereto.
- h. Enforce. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the Bylaws of the Association and the Rules and Regulations for the use of the property in the condominium.

i. Management Contract. To contract for the maintenance, management or operation of the condominium property and to delegate to such manager all powers and duties of the Association, except such as are specifically required by the Declaration of Condominium or the Bylaws to have the approval of the Board of Directors or the membership of the Association. This power to contract for management shall include the power to join with another condominium association or homeowners' association in a contract to provide for the common management and operation of the associations.

j. Employment. To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

k. Payment of Liens. To pay taxes and assessments which are liens against any part of the condominium other than individual units and the appurtenances thereto, and to assess the same against the units subject to such liens.

l. Utilities. To pay the cost of all power, water, sewer and other utility services rendered to the condominium and not billed to owners of individual units.

m. Amend. To amend any documents creating the condominium pursuant to the provisions provided therefore in the Declaration of Condominium.

## ARTICLE V

### MEMBERS

5.1 The members of the Association shall consist of all of the record owners of units in the condominium, and after termination of the condominium shall consist of those who are members at the time of such termination and their successors and assigns.

5.2 Change of membership in the Association shall be established by recording in the Public Records of Volusia County, Florida, a deed or other instrument establishing a record title to a unit in the condominium and the delivery to the Association of a copy of such recorded instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

5.3 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 his unit.

5.4 The owner of each unit shall be entitled to one (1) vote as a member of the Association. The manner of exercising voting rights shall be determined by the Bylaws of the Association.

## **ARTICLE VI**

### **DIRECTORS**

6.1 The affairs of the Association shall be managed by a Board of Directors consisting of no less than three (3) Directors, nor more than seven (7) Directors, however, the Board shall consist of an odd number. Each Director shall be a person entitled to cast a vote in the Association, except as otherwise provided herein and in the Bylaws.

6.2 Members of the Board of Directors shall be elected at the annual meeting of the Association members in the manner specified in the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

## **ARTICLE VII**

### **OFFICERS**

The affairs of the Association shall be administered by the officers designated in the Bylaws.

## **ARTICLE VIII**

### **INDEMNIFICATION**

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 or any settlement of 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 or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, provided, that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests 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.

## **ARTICLE IX**

### **BYLAWS**

The Bylaws of the Association may be altered, amended, or rescinded in the manner provided by the Bylaws.

## **ARTICLE X**

### **AMENDMENTS**

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

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

10.2 A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by seventy-five per cent (75%) of the members of the Association. Directors and members not present in person or by proxy at the meeting to consider the amendment may express their approval or disapproval in writing, provided such approval or disapproval is delivered to the Secretary prior to such meeting. A resolution adopting a proposed amendment must bear the approval of not less than a majority of the Board of Directors and not less than seventy-five per cent (75%) of the members of the Association.

10.3 In the alternative, an amendment may be made by an agreement signed and acknowledged by all the record owners of units (members of the Association) in the manner required for the execution of a deed.

10.4 No amendment shall make any changes in the qualifications for membership nor the voting rights of members without approval in writing by all members and the joinder of all record owners of mortgages upon the condominium. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium

10.5 A copy of each amendment shall be certified by the Secretary of State, State of Florida, and be recorded in the Public Records of Volusia County, Florida.

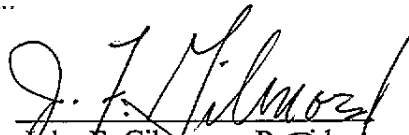
## **ARTICLE XI**


The term of the Association shall be perpetual.

**ARTICLE XII**

**RESIDENT AGENT**


The resident agent of the corporation to accept service of process in this State shall be the elected president of the Association..

  
\_\_\_\_\_  
John F. Gilmore, President

  
\_\_\_\_\_  
Wallace W. Robertson, Secretary

I HEREBY CERTIFY that on this day, before me, the undersigned authority, personally appeared John F. Gilmore and Wallace W. Robertson President and Secretary respectively of the Association to me well known and known to me to be the persons who executed the foregoing Revised Articles of Incorporation, and they acknowledged before me that they executed the same for the uses and purposes therein stated

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Volusia County, Florida, this 12<sup>th</sup> day of April, 1998

 Karen E O'Loughlin  
My Commission CC666584  
Expires September 08, 2001