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Twin Lakes at Christina Homeowner's Association

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AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A. Officer/Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
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OTHER FILINGS	
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FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

May 5, 2000

UCC FILING & SEARCH SERVICES
526 EAST PARK AVE
TALLAHASSEE, FL 32301

SUBJECT: TWIN LAKES AT CHRISTINA HOMEOWNER'S ASSOCIATION,
INC.
Ref. Number: W00000011838

We have received your document for TWIN LAKES AT CHRISTINA HOMEOWNER'S ASSOCIATION, INC. and your check(s) totaling \$78.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

The registered agent must sign accepting the designation.

Please return the original and one copy of your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6928.

Tim Burch
Document Specialist

Letter Number: 300A00025027

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*Corrected. Please
file w/ original date
of submission*

This Instrument Prepared By:
Benjamin W. Hardin, Jr., Esq.
Benjamin W. Hardin, Jr. & Associates, P.A.
3001 Bartow Rd.
Lakeland, Florida 33803

FILED
00 MAY -5 PM 2:10
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION

OF

TWIN LAKES AT CHRISTINA HOMEOWNER'S ASSOCIATION, INC. (A Corporation Not For Profit)

We, the undersigned, do hereby associate ourselves together for the purpose of forming a Homeowner's Association.

ARTICLE I NAME

The name of this Association shall be TWIN LAKES AT CHRISTINA HOMEOWNER'S ASSOCIATION, INC., (The "Association"), and it shall be located in Polk County, Florida.

ARTICLE II INITIAL PRINCIPAL & REGISTERED OFFICE & AGENT

The street address of the initial principal and registered office and agent of the Association, until changed by the Board of Directors, shall be 5705 Greenway Circle, Lakeland, Florida 33805, and the name of the initial registered agent of the Association at that address is James H. Rehberg.

ARTICLE III PURPOSES AND POWERS

A. The General Purposes and Powers for which the Association is formed are as follows:

1). To control and regulate residential development within the subdivision through the architectural review committee as set forth in the Declaration of Covenants and Restrictions recorded in Official Record Book 4447 at Page 2017, public records of Polk County, Florida.

2). To foster and promote recreational activity within the subdivision through the acquisition (whether by fee simple ownership, lease or other possessory use interest) and maintenance of recreational land and facilities as provided herein or as it may deem appropriate for the benefit and use of the members;

3). To enforce the Declaration of Covenants and Restrictions either for its own account or in conjunction with other lot owners and to enact rules of use and regulations pertaining to any parcel of real property or easement that may be conveyed to the Association for the common use of all members. In this regard, it has the right to inspect through its officers, agents and/or employees the square footage size of any residential dwelling unit, boat dock or similar structure constructed on any lot and/or the placement thereof in relation to lot line setback requirements, heights of walls, front-yard fencing, hedging and the like.

4). To modify the Declaration of Covenants and Restrictions on a reasonable basis to prevent undue hardship in the placement of any structure upon any lot in regard to lot-line

setback requirements, the placement of any boat dock or similar lakefront structure including its length from the discernible shore line of a lake to and in the waters thereof.

5). To manage, construct, repair, maintain and/or improve all Drainage Easements and/or all Drainage Retention/Detention Easements for the use and benefit of all property Owners of the Subdivision.

6). To manage, construct, repair, maintain, and/or improve for the use of its members and their guests and/or invitees all improvements now upon or to be placed (whether by either the Developer and/or the Association) on common areas of use, including any leased property for common use.

7). To place easements of record, if necessary, for utility and/or drainage purposes along the perimeter of any lot line in the Subdivision and to construct and/or maintain same. In this regard, it shall have the right to construct and/or maintain a water well(s) or pumping system within the common areas or any leased areas for common use of the Subdivision together with the distribution lines therefrom for the purpose of providing landscaping irrigation and maintaining the swimming pool.

8). To maintain security within the Subdivision. It shall have the right, but not the duty, to enunciate a Neighborhood Crime Watch Security Program or other similar program for the Subdivision as a whole.

9). To pay utilities together with real estate taxes and assessments, if any, attributable to the improvements within the Subdivision which is owned or leased and/or being maintained by the Association. In this regard, the Association shall pay those utility costs attributable to street and security lighting within the Subdivision until such time that the lot owners of the Subdivision shall be assessed those utility costs via a special lighting district assessment ordinance enacted by Polk County, Florida.

10). It shall have the right, but not the duty, to maintain improved or unimproved lots within the Subdivision wherein the lot owner has failed to maintain same in keeping said lot free and clear of debris and trash and unsightly weeds and litter and to assess the costs thereof against said lot owner. It shall have an easement and/or license of entry over any lot within the Subdivision for the purposes of this maintenance.

11). To convey for cash, terms and/or exchange Association property; to sue and be sued; to contract for services to provide for the operation and/or maintenance of any property which the Association is so empowered to operate and/or maintain; to require all lot owners within the Subdivision to become and be members of the Association; and to transact any and all lawful business.

12). To determine, prepare, deliver notice of and collect assessments from the Association members for the purpose of the foregoing and as provided in the Declaration of Covenants and Restrictions, and to enforce liens for such assessments uncollected against a lot owner's lot within the Subdivisions, with interest, costs and attorney's fees, by legal action, if necessary.

13). To do every other act as may be reasonably necessary in carrying out that which has been empowered to it under the Declaration of Covenants and Restrictions, these Articles of Association and any By-Laws, Rules and Regulations.

B. The Membership and Assessments, Annual Meetings of Membership and Board of Directors:

1). Each owner of Lots 1 through 62 inclusive, Twin Lakes at Christina Phase One Subdivision, Plat Book 111, Pages 39, 40 and 41, Public Records of Polk County, Florida shall be initial members of the Association in accordance with Article IV. As a member, each lot owner shall be liable and obligated for payment for maintaining the Association and the cost of

maintenance, improvement and operation of the various common areas under control of the Association, including those operational costs that may be attributable to a special lighting district for the Subdivision, and any sums that the membership in accordance with these Articles of Association may vote to spend for those purposes as outlined in Article III (A)(1-13), as set forth in the Declaration of Covenants and Restrictions. Each Lot membership shall bear equal proportion of each assessment regardless of a Lot's location, dimension or size. Any unpaid assessment due at anytime, shall be and become the obligation of a subsequent owner of a Lot upon purchase of said Lot. Nothing herein shall require the Developer to pay assessments on any Lot until such Lot is conveyed to a third party.

2). During the month of January each year, commencing in 2002, the Board of Directors shall determine the amount of the Association's maintenance, improvement and operation assessment of the ensuing year commencing January 1st. Annual assessments shall be payable monthly in advance with the initial annual assessment as set forth in the Declaration of Covenants and Restrictions. The amount of an annual assessment will depend upon the financial requirements for maintenance, improvements and operation of the common areas desired by the Association members. During the month of January of each year, beginning the January after Class B Membership is converted to Class A Membership, the Board of Directors of the Association shall call a meeting of the membership of the Association for the purpose of electing members of the Board of Directors; fixing the amount of the Association's maintenance, improvement and operation assessment; and conditioning old and new Association business for the ensuing year commencing January 1st. Special Assessments for these purposes may, from time to time, be made by the Association as provided in the Declaration of Covenants and Restrictions

3). A call for a meeting shall be in writing; shall state the meeting's purpose; shall designate the date (which shall be no less than ten (10) days from the date the call is mailed), time and place of said meeting; and shall be mailed to all Lot owners at the last addresses for said owners shown on the books and records of the Association or to the Lot owner's addresses as shown on the Polk County Tax Rolls. The annual election of the Board of Directors, the fiscal year's annual assessments and charges, and other business of the Association shall be determined at the annual meeting by the affirmative written vote of a majority of those Lot owners present, in person or represented by proxy, at said meeting who, in voting, either affirmatively or negatively in writing, shall be deemed a member of the Association in accordance with Article IV.

4). Following the Association annual meeting, written annual assessments voted for by the membership for any of those purposes enumerated in Article III (A)(1-13) and a statement for the Tract "A" annual fee shall be mailed by the Association to all Lot owners who are members in accordance with Article IV. All assessments and charges shall apply to a year commencing January 1st, shall be deemed to be due in twelve monthly installments due the first of the month. Sums thus collected by the Association shall be held and expended by it for the sole purposes that said assessments were made.

ARTICLE IV

MEMBERS

A. **MEMBERSHIP:** Each Owner of Lots 1 through 62 inclusive Twin Lakes at Christina Phase One Subdivision shall automatically become a member of the Association upon the acquisition of an "ownership" interest in a Lot and upon the recording, in the public records of Polk County, Florida, of a deed or other instrument evidencing such ownership interest. Membership shall continue until such time as the Owner transfers or conveys of record said ownership interest, or said ownership interest is transferred or conveyed by operation of law; at which time said membership (with respect to the Lot or interest conveyed) shall automatically be conferred upon the transferee. Membership shall be appurtenant to and may not be separated from ownership of the Lot. Only Owners may be members of the Association and a person or entity's membership in the Association shall automatically terminate when such person or entity ceases to be an Owner.

B. **FEES AND ASSESSMENTS:** Each owner of Lots 1 through 62 inclusive Twin Lakes at Christina Phase One Subdivision shall be responsible to pay an initial membership fee, Annual Maintenance Fee, Any Special Maintenance Fee, and the Tract "A" Annual Fee as set forth

in the Declaration of Covenants and Restrictions.

ARTICLE V

ADDITIONAL FUTURE MEMBERS

In the event of development of future phases to Twin Lakes at Christina Phase One Subdivision, the Developer expressly reserves the right, at Developer's sole option, to annex additional real property, contiguous in whole or in part to the Subdivision, into the Subdivision as though such additional real property was an original part of the Subdivision, and to make such additional real property subject to the Declaration of Covenants and Restrictions or a similar declaration. The number of future phases to Twin Lakes at Christina Phase One and the number of lots included in each phase shall be determined by the Developer in its sole discretion. The Developer may exercise this right at any time, without consent of any Owner. If additional real property is annexed into the Subdivision and made subject to this declaration or a similar declaration, the Owner or Owners of each Lot within the additional real property shall automatically become a member of the Association, effective as of the date of the recording of a declaration of covenants and restrictions requiring lot owners to be members of the Association, and shall be permitted to use the roads, easements, common areas and Tract A in the Subdivision. The Association and its membership hereby agree not to oppose any effort by the Developer to re-zone such additional lands, provided such zoning is consistent with conventional single family residences.

ARTICLE VI

VOTING

MEMBERSHIP VOTING: The Association shall have two classes of voting membership:

1. **Class A:** The Class A members shall consist of all Owners, except for the Developer. Class A members shall be entitled to one vote per Lot. When more than one person or entity holds an interest as an Owner in any one Lot, all such persons and entities shall be members of the Association, but the single vote shall be cast as the majority in interest of such Owners shall determine. In no event shall more than one vote be cast with respect to any one Lot, except as provided below for Lots owned by the Developer.

2. **Class B:** The Class B member shall be the Developer as defined in the Declaration of Covenants and Restrictions. As a Class B member, the Developer shall be entitled to ten (10) votes for each Lot owned by it in this subdivision or any additional platted phases which may be annexed and whose owners become members of the Association. The Class B membership shall cease to exist and shall be converted to Class A membership upon the first to occur of either of the following three events:

- a. When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or
- b. When, in its discretion, the Developer voluntarily terminates in writing its Class B membership; or
- c. As provided by law.

Upon the first to occur of the above three events and termination of the Class B membership, the Developer shall become a Class A member and shall be entitled to one vote for each Lot owned by it.

ARTICLE VII

MANAGEMENT

The affairs and business of the Association shall be managed by a Board of Directors and by the following officer: President, Vice President and Secretary/Treasurer and such other officers as the Board of Directors shall appoint. The officers shall be elected by the Board of Directors at the annual meeting of the Board of Directors. The President and Vice-President shall be members of

the Board of Directors, but no other officer need be a member of the Board of Directors. The same person may hold two offices, the duties of which are not incompatible.

ARTICLE VIII

LIENS

Creation of Lien: All assessments and/or fees imposed by the Declaration of Covenants and Restrictions, together with interest on delinquent assessments and/or fees as provided, costs, and reasonable attorney fees, shall be a charge and continuing lien upon the lot against which such assessments and/or fee is levied. Each Owner hereby grants to the Association a lien on the Owner's Lot to secure the payment of all assessments and/or fees levied against the Lot, together with interest, costs, and reasonable attorneys' fees for collection thereof. If any assessments and/or fee payment is not received by the Association within thirty (30) days after its due date, the Association may record a notice of lien in the public records of Polk County, Florida, at any time thereafter. This lien shall be subordinate to any mortgage or mortgages encumbering the Lot and of record at the time of the recording of the notice of lien.

ARTICLE IX

OFFICERS

The names of the initial Officers who are also the incorporators of this Association and the subscribers to these Articles of Incorporation and who are to serve until the first election of Officers by the Board of Directors are:

James H. Rehberg	President
Donnie Tyler	Vice-President
Linda Rehberg	Secretary/Treasurer

ARTICLE X

DIRECTORS

1). The Association shall have three (3) directors initially. When Class B Membership converts to Class A Membership, the number of directors shall be increased to five (5) and elected by a majority of the membership present at the next annual meeting. Thereafter, from time to time, the number of directors may be increased by majority of the membership present at any authorized meeting but shall never be less than five (5).

2). The names and addresses of the persons who are to serve on the initial Board of Directors are:

James H. Rehberg, 5705 Greenway Circle, Lakeland, FL

L.K. Hoffman, P.O. Box 7357, Lakeland, FL 33807

Donnie Tyler, 5397 N. Socrum Loop Rd., Lakeland, FL 33809

3). The initial directors shall serve at the discretion of the Developer and as provided for herein and in the Declaration of Covenants and Restrictions.

4). After Class B Membership converts to Class A Membership, at each annual meeting of the members of the Association, the members shall elect the members of the Board of Directors by a plurality of the votes cast at such election, and such members shall serve until the next annual meeting of the Association.

5). In the event of the removal, resignation, death or other vacancy of a member of the Board of Directors, the vacancy shall be filed by the remaining Board of Directors. The replacement member of the Board of Directors shall serve the remainder of the term of his or her predecessor.

6). No member of the Board of Directors or any committee of the Association or any officers of the Association shall be personally liable to any member of the Association, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of such person or group, provided that such person or group has, upon the basis of such information as may be possessed by them, acted in good faith, without willful or intentional misconduct.

7). The Board of Directors shall see that all assessments shall be assessed equally against all Lot owners as outlined in these Articles and the Declaration of Covenants and Restrictions. Where there are multiple owners of any Lots, such owners shall be jointly and severally liable for the payment of all Assessments.

8). The Board of Directors from time to time may adopt By-Laws of the Association which may be amended or rescinded by them. In addition, any By-Laws so adopted may be amended, modified or rescinded at any Association meeting by a majority vote of the members present.

ARTICLE XI **AMENDMENTS**

The Association through its membership shall have the right to amend, modify and/or rescind any or all of the Declaration of Covenants and Restrictions pertaining to Twin Lakes at Christina Phase One Subdivision, by amendment, modification and/or rescission thereof, as set forth in said Declaration of Covenants and Restrictions.

Other than the foregoing right of the membership to amend, modify and/or rescind said Declaration of Covenants and Restrictions pertaining to Twin Lakes at Christina Phase One Subdivision hereinabove referenced, other amendments to these Articles of Association may be approved by the Board of Directors proposed by them to the members and approved at any meeting by a two-thirds (2/3) vote of the members present, provided that no less than ten (10) days notice by mail shall have been given to all members, setting forth the proposed amendment(s), modification(s) and/or rescission(s) to these Articles of Association.

However, notwithstanding the foregoing, no amendment, modification, and/or rescission to the Declaration of Covenants and Restrictions or these Articles of Incorporation may be made that would in any way exclude mandatory membership of each lot owner of the Subdivision, the non-voting members of the Association as set forth herein, or affect the surface water management system of Twin Lakes at Christina Phase One Subdivision, including the water management portions of the common areas contained therein unless prior approval thereof is obtained from the Southwest Florida Water Management District.

ARTICLE XII **TERM**

This Association shall have perpetual existence, however, if the Association shall become dissolved by law, or otherwise, and not reinstated in accordance with the Laws of the State of Florida, then and in that event, the Drainage Easements and/or Drainage Retention/Detention easements as shown on the Plat of Twin Lakes at Christina Phase One Subdivision, Plat Book 111, Pages 39, 40 and 41, Public Records of Polk County, Florida, shall be conveyed by the last surviving member(s) of the Board of Directors of the Association or their successors to an appropriate local governmental agency; or if not accepted, they shall be dedicated to a similar non-profit corporation chartered under the Laws of the State of Florida by the members hereof for the purposes herein set forth.

IN WITNESS WHEREOF, the undersigned, as subscribers to these Articles of Association, have hereunto set their hands and seals at Lakeland, Polk County, Florida, this 3rd day of May, 2000.

SUBSCRIBERS

ADDRESS

James H. Rehberg
James H. Rehberg

5705 Greenway Circle
Lakeland, FL 33805

Donnie Tyler
Donnie Tyler

5397 N. Socrum Loop Rd.
Lakeland, FL 33809

Linda B. Rehberg
Linda Rehberg

5705 Greenway Circle
Lakeland, FL 33805

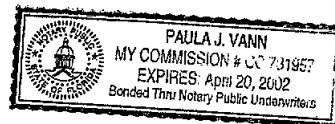
ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF POLK

The foregoing Articles of Association of Twin Lakes at Christina Phase One Subdivision, was acknowledged before me by JAMES H. REHBERG, DONNIE TYLER and LINDA REHBERG, each of whom is personally known to me and to be the persons who executed the foregoing Articles of Association as Subscribers thereof of Twin Lakes at Christina Homeowner's Association, Inc. and who acknowledged before me that they have executed them for the purposes herein expressed.

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed my official seal of the State and County aforesaid this 3rd day of May, 2000.

Paula J. Vann
Notary Public



STATE OF FLORIDA
DEPARTMENT OF STATE

Certificate Designating Place of Business or Domicile for the Service of Process Within This State, Naming Agent Upon Whom Process May be Served and Names and Addresses of the Officers and Directors.

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

First, That, TWIN LAKES AT CHRISTINA HOMEOWNER'S ASSOCIATION, INC., a corporation duly organized and existing under the laws of the State of Florida, with its principal and registered office, as indicated in the Articles of Incorporation, at City of Lakeland, County of Polk, and State of Florida, HAS named JAMES H. REHBERG, located at 5705 Greenway Circle, Lakeland, FL 33805, as its agent to accept service of process within the state.

OFFICERS:	TITLE NAME:	SPECIFIC ADDRESS:
James H. Rehberg	President/Director	5705 Greenway Cir. Lakeland, FL 33805
Donnie Tyler	Vice-President/Director	5397 N. Socrum Road, Lakeland, FL 33805
Linda Rehberg	Secretary/Treasurer	5705 Greenway Circle Lakeland, FL 33805
L.K. Hoffman	Director	P.O. Box 7357 Lakeland, FL 33805

By:

JAMES H. REHBERG
Registered Agent

ACKNOWLEDGMENT:

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

By:

JAMES H. REHBERG
Registered Agent

It is necessary to file this Certificate within thirty days after filing Certificate of Incorporation, as to domestic corporations and within thirty days after issuance of permit to foreign corporations; and thereafter when corporation has changed its place of business or agent or changed its officers and/or directors.