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MEMORANDUM

TO: Secretary of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

FROM: Linda Topping, Legal Assistant

DATE: August 23, 2000

RE: Laurels of Mount Dora Homeowners Association, Inc.
Our File No. 99-9970

FILED
00 AUG 25 AM 10:35
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Enclosed are the following in connection with the incorporation of the captioned:

1. Articles of Incorporation (original and one copy)
2. \$78.25 check for:
 - \$ 70.00 filing fee
 - \$ 8.75 Certificate of Status

Please file the Articles of Incorporation and return a "file stamped" copy of the Articles of Incorporation to this office along with the Certificate of Status.

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-08/25/00--01041--003
*****78.25 *****78.25

Enclosures

cc: Robert Anderson

AUG 30 2000

ARTICLES OF INCORPORATION

of

LAURELS OF MOUNT DORA HOMEOWNERS ASSOCIATION, INC.

(a Florida Corporation Not for Profit)

00 AUG 25 AM 10:35
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

We, the undersigned, acting as incorporators of a nonprofit corporation under Chapter 617 of the Florida Statutes, do hereby adopt the following Articles of Incorporation for such corporation.

ARTICLE I.
NAME

The name of the corporation is **LAURELS OF MOUNT DORA HOMEOWNERS ASSOCIATION, INC.**, hereinafter referred to as the "Association".

ARTICLE II.
ADDRESS

The street address of the initial principal office and the mailing address are the same as follows:

9511 Silver Lake Drive
Leesburg, Florida 34711

ARTICLE III.
PURPOSE AND POWERS OF THE ASSOCIATION

The Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purpose for which it is formed are to provide for maintenance, preservation and architectural control of the residential lots, dwellings and Common Area within that certain tract of property described as **LAURELS OF MOUNT DORA**, an Orange County, Florida, subdivision, more particularly described on **Exhibit "A"** attached hereto and made a part hereof, to enforce the "Declaration of Easements, Covenants, Conditions and Restrictions", and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

A. Exercise all the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Easements, Covenants, Conditions and Restrictions, hereinafter called "Declaration" applicable to the property and recorded, or to be recorded, in the Office of the Clerk of the Circuit Court, Orange County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length:

B. Fix, levy, collect and enforce payment by any lawful means, of all charges or assessments pursuant to the terms of the Declaration, including, but not limited to, the costs of maintenance and operation of the surface water or storm water management system; to pay all expenses in connection therewith and all office and other expenses incidental to the conduct of business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association, including the cost of maintenance and operation of the Surface Water Management System;

C. Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or other use, dispose of real or personal property in connection with the affairs of the Association;

D. Operate, maintain and manage the surface water or storm water management system(s) in a manner consistent with the St. Johns River Water Management District Permit No.40-095-64526-1 requirements and applicable District Rules, and shall assist in the enforcement of the easements, restrictions and covenants contained herein which relate to the surface water or storm water management system;

E. Borrow money, and with the assent of two-thirds (2/3) of each Class of members, mortgage, pledge, deed-in-trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

F. Dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility, for such purpose and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds(2/3) of each Class of members agreeing to such dedication, sale or transfer;

G. Participate in mergers and consolidations with other non-profit corporations organized for the same purposes, or annex additional residential property and common areas, provided that any such merger, consolidation or annexation not specifically authorized in the Declaration shall have the assent of two-thirds (2/3) of each Class of members;

H. Have and to exercise any and all powers, rights and privileges which a corporation organized under the Not For Profit Corporation Law of the State of Florida may now or hereafter have or exercise.

I. Convey the property consisting of the Surface Water Management System and the responsibility for the operation and maintenance of the surface water or storm water management system, to the Board of County Commissioners of Orange County, Florida, or any other entity which would comply with Section 40C-42.027, F.A.C., and approved by the St. Johns River Water Management District prior to termination, dissolution or liquidation of the Association.

ARTICLE IV. **MEMBERSHIP**

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject to covenants of record and assessments by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold

an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separate from ownership of any Lot which is subject to assessment by the Association. Membership is appurtenant to and inseparable from Ownership of the Lot.

ARTICLE V. **VOTING RIGHTS**

The Association shall have two classes of voting membership as follows:

CLASS A. The CLASS "A" MEMBER(S) shall be all Owners of residences of dwelling units which have been constructed and conveyed to such Owners, and shall be entitled to one vote for each Residential Unit owned. When more than one person holds an interest in any Residential Unit, all such persons shall be members. The vote for such Residential Unit shall be exercised as the multiple owners may determine, but in no event shall more than one (1) vote be cast with respect to any one Residential Unit.

CLASS B. The CLASS "B" MEMBER(S) shall be the Developer (as defined in the Declaration) and shall be entitled to fifteen (15) votes for each subdivision lot owned and fifteen (15) votes for each dwelling unit available to be constructed upon vacant unsubdivided parcels owned. The Class "B" Membership shall cease and be converted to Class "A" Membership upon the happening of either of the following events, whichever shall first occur:

1. When the total number of votes outstanding in the Class "A" Membership equals the total number of votes outstanding in the Class "B" Membership; or
2. On July 1, 2010.

ARTICLE VI. **BOARD OF DIRECTORS**

A. The affairs of the Association will be managed by a Board consisting of not less than three (3), nor more than five (5) directors. After the Developer elects to divest control of the Association, directors must be members of the Association.

B. Directors of the Association shall be elected at the annual meeting of the Membership in the manner described in the Bylaws. Directors may be removed and vacancies on the Board of Directors filled as provided in the Bylaws.

C. The first election of directors shall be held within 90 days after the Developer has closed the sales of 90% of the Lots contemplated by the General Plan of Development of **LAURELS OF MOUNT DORA**, a subdivision in Orange County, Florida, or 90 days prior to July 1, 2010, or until the Developer elects to terminate its control of the Association, whichever shall first occur. The directors named in these Articles shall serve until the first election of directors, and any vacancies in their number occurring before the first election shall be filled by the remaining directors.

D. The names and address of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are:

<u>Name</u>	<u>Address</u>
Augustus E. Anderson, Jr., M.D.	8290 Merganser Drive Ponte Vedra, FL 32802
Robert L. Anderson	9511 Silver Lake Drive Leesburg, Florida 34788
Clarissa M. Anderson	9511 Silver Lake Drive Leesburg, Florida 34788

ARTICLE VII. **OFFICERS**

The affairs of the Association shall be administered by the Officers designated in the Bylaws. The officers shall be elected or appointed by the Board of Directors at its first meeting following each Annual meeting of members of the Association and shall serve at the pleasure of the Board of Directors.

The names and addresses of the officers who are to serve until the first election or appointment are:

	<u>Name</u>	<u>Address</u>
President:	Augustus E Anderson, Jr., M.D.	8290 Mersanger Drive Ponte Vedra, FL 20802
Vice President:	Robert L. Anderson	9511 Silver Lake Drive Leesburg, FL 34788
Secretary/ Treasurer	Clarissa M. Anderson	9511 Silver Lake Drive Leesburg, FL 34788

ARTICLE VIII. **ADDRESS OF INITIAL REGISTERED OFFICE AND NAME OF INITIAL REGISTERED AGENT**

The address of this Association's initial registered office in the State of Florida is 9511 Silver Lake Drive, Leesburg, FL 34788. The name of this Association's initial registered agent at the above address is Clarissa M. Anderson.

ARTICLE IX. **INCORPORATORS**

The name(s) and address(es) of the incorporator(s) of these Articles of Incorporation is/are as follows:

Name

Clarissa M. Anderson

Address

9511 Silver Lake Drive
Leesburg, FL 34788

ARTICLE X.
BYLAWS

The ByLaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the Bylaws.

ARTICLE XI.
EXISTENCE AND DURATION

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

ARTICLE XII.
AMENDMENTS

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

A. 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.

B. A resolution approving a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Members present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, approval of a proposed amendment must be by not less than two-thirds (2/3) vote of the Lot owners.

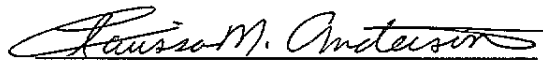
C. Provided, however, that no amendment shall make any changes in the qualifications of membership nor the voting rights of members without approval in writing by all members, and joinder of all record owners of mortgages upon the Residential Units. No amendment shall be made that is in conflict with the Declaration of Easements, Covenants, Conditions and Restrictions of LAURELS OF MOUNT DORA, or of the laws of the State of Florida.

ARTICLE XIII.
DISSOLUTION

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or storm water 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.

The Association may be dissolved with the assent given in writing and signed by not less than ninety percent (90%) of each Class of members. Upon dissolution of the Association, other than incidental to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes. This procedure shall be subject to court approval on dissolution pursuant to Section 617.05, Florida Statutes.


IN WITNESS WHEREOF, for the purpose of forming this Corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation on this 23rd day of August, 2000.


Clarissa M. Anderson, Incorporator

ACCEPTANCE OF REGISTERED AGENT

Having been named as registered agent, I hereby accept such appointment and I hereby am familiar with and accept the duties and responsibilities as registered agent for the corporation.

Executed August 23, 2000.


Clarissa M. Anderson, Resident Agent

[HOA\Articles.Rev]
(3R - 08/14/00)

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

00 AUG 25 AM 10:36

FILED

MAROT'S ADDITION TO TANGERINE
MORTGAGE BOOK E, PAGE 506
ZONED "R-CE"

00 AUG 25 AM 10:35
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

LEGAL DESCRIPTION (ACCORDING TO LEADING EDGE LAND SERVICES, INC.)

A PARCEL OF LAND LOCATED IN SECTION 8, T20S, R27E, ORANGE COUNTY, FLORIDA.
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NW 1/4 OF SAID SECTION 8;
THENCE S88 17' 56"E ALONG THE SOUTH LINE OF SAID NW 1/4, A DISTANCE OF 365.36
FEET TO THE POINT OF BEGINNING; THENCE LEAVING THE SOUTH LINE OF THE NW 1/4
OF SAID SECTION 8, NO 12' 05" W PARALLEL TO AND 365.36 FEET EAST OF THE WEST
LINE OF THE NW 1/4 OF SAID SECTION 8, A DISTANCE OF 390.30 FEET TO A POINT;
THENCE N88 17' 57" W A DISTANCE OF 335.34 FEET TO A POINT ON THE EAST RIGHT-
OF-WAY LINE OF DORA DRIVE (60 FOOT RIGHT- OF- WAY-) SAID POINT ALSO BEING
ON A LINE 30.00 FEET EAST OF THE WEST LINE OF THE NW 1/4 OF SAID SECTION 8;
THENCE NO 12' 05" W ALONG THE EAST RIGHT- OF- WAY OF SAID DORA DRIVE,
BEING ALSO A LINE 30.00 FEET EAST OF THE WEST LINE OF SAID NW 1/4, A DISTANCE
OF 725.33 FEET TO A POINT AT THE SOUTHWEST CORNER OF LOT 31, MAROT'S
ADDITION TO TANGERINE AS RECORDED IN MORTGAGE BOOK E, PAGE 506, OF THE
PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE LEAVING THE EAST
RIGHT- OF- WAY LINE OF SAID DORA DRIVE, S88 18' 19"E ALONG THE SOUTH LINE OF
SAID LOT 31, A DISTANCE OF 1206.29 FEET TO THE SOUTHEAST CORNER OF SAID
LOT 31; THENCE LEAVING THE SOUTH LINE OF SAID LOT 31, NO 20' 17" W ALONG THE
EAST LINE OF SAID LOT 31, A DISTANCE OF 211.12 FEET TO THE NORTHEAST CORNER
OF SAID LOT 31, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE SE 1/4
OF THE NW 1/4 OF SAID SECTION 8; THENCE LEAVING THE EAST LINE OF SAID LOT 31,
S 88 18' 32" E ALONG THE NORTH LINE OF THE SE 1/4 OF THE NW 1/4 OF SAID SECTION 8,
A DISTANCE OF 1235.80 FEET TO A POINT AT THE NORTHEAST CORNER OF THE WEST
1/2 OF THE NW 1/4 OF THE SW 1/4 OF THE NE 1/4 OF SAID SECTION 8; THENCE SO 28'
44" W ALONG THE EAST LINE OF THE WEST 1/2 OF THE NW 1/4 OF THE SW 1/4 OF THE
NE 1/4 OF SAID SECTION 8, A DISTANCE OF 663.61 FEET TO THE SOUTHEAST CORNER
OF THE WEST 1/2 OF THE NW 1/4 OF THE SW 1/4 OF THE NE 1/4 OF SAID SECTION 8;
THENCE N 88 17' 26" W ALONG THE SOUTH LINE OF THE WEST 1/2 OF THE NW 1/4 OF
THE SW 1/4 OF THE NE 1/4 OF SAID SECTION 8, A DISTANCE OF 309.70 FEET TO THE
SOUTHWEST CORNER OF THE WEST 1/2 OF THE NW 1/4 OF THE SW 1/4 OF THE NE 1/4
OF SAID SECTION 8; THENCE S 63 03' 00" W A DISTANCE OF 1383.14 FEET TO A POINT
AT THE SOUTHEAST CORNER OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 8;
THENCE ALONG THE SOUTH LINE OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 8,
A DISTANCE OF 873.62 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS
60.8680 ACRES OF LAND MORE OR LESS.

EXHIBIT

A