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FLORIDA NON-PROFIT CORPORATION

LEXINGTON VILLAS NEIGHBORHOOD ASSOCIATION, INC.

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ARTICLES OF INCORPORATION

OF

LEXINGTON VILLAS NEIGHBORHOOD ASSOCIATION, INC.
(a Florida corporation not-for-profit)

In order to form a corporation under and in accordance with the provisions of the laws of Chapter 617 of the Florida Statutes, the undersigned, by these Articles of Incorporation ("Articles") hereby certify as follows:

ARTICLE I
NAME AND ADDRESS

The name of this corporation is: **LEXINGTON VILLAS NEIGHBORHOOD ASSOCIATION, INC.**, a Florida corporation not-for-profit, hereinafter referred to as the "Association."

The principal office and mailing address of the Association shall be 714 Manatee Avenue East, Bradenton, Florida 34208.

ARTICLE II
PURPOSE

The purposes for which the Association is organized are as follows:

A. To promote the health, safety, and social welfare of the owners of all lots located within Lexington Phase IV, a subdivision in Manatee County, Florida (the "Subdivision"), being developed by Williams & Herold Communities, LLC ("Developer").

B. To maintain all portions of the Subdivision and improvements thereon for which the obligation to maintain and repair has been delegated to the Association by the "Declaration of Covenants, Conditions and Restrictions for Lexington Townhomes and Villas" (the "Declaration"), which is to be recorded in the Public Records of Manatee County, Florida; and to enforce and exercise the duties of the Association as provided in the Declaration.

C. To operate as a corporation not-for-profit pursuant to Chapter 617, Florida Statutes and for the sole and exclusive benefit of its members.

D. Not to operate as a condominium association and be organized by Chapter 718, Florida Statutes.

**ARTICLE III
GENERAL POWERS**

The Association shall have the following powers and duties:

A. To purchase, own, hold, improve, build upon, operate, maintain convey, transfer, dedicate for public use, accept, lease, or otherwise acquire title to, and to hold, mortgage, rent, sell or otherwise dispose of, any and as real or personal property related to the purposes or activities of the Association; to make, enter into, perform, and carry out contracts of every kind and nature with any person, firm, corporation, or association; and to do any other acts necessary or expedient of carrying on an of the activities of the Association and pursuing any of the objects and purposes set forth in these Articles of Incorporation and not forbidden by the laws of the State of Florida.

B. To establish a budget and to tax regular and special assessments to be levied against all lots which are subject to assessment pursuant to the Declaration for the purpose of defraying the expenses and costs of effectuating the objects and purposes of the Associations and to create reasonable reserves for such expenditures, including a reasonable contingency fund for each ensuing year and a reasonable annual reserve for anticipated major capital repairs, maintenance, improvements, and replacements. To use proceeds of assessments in the exercise of its powers and duties.

C. To place liens against any lot subject to assessment of delinquent and unpaid assessments or charges and to bring suit for the foreclosure of such liens or to otherwise enforce the collection of such assessments and charges for the purpose of obtaining revenue in order to carry out the purposes and objectives of the Association.

D. To hold funds solely and exclusively for the benefit of the members of the Association for the purposes set forth in these Articles of Incorporation.

E. To adopt, promulgate, and enforce rules, regulations, bylaws, covenants, restrictions, and agreements in order to effectuate the purposes for which the Association is organized.

F. To delegate such of the powers of the Association as may be deemed to be in the Association's best interest by the Board of Directors.

G. To charge recipients of services rendered by the Association and users of property of the Association where such is deemed appropriate by the Board of Directors.

H. To grant and modify easements, and to dedicate property owned by the Association to any public or quasi-public agency, authority or utility company for public, utility, drainage and cable television purposes.

I. To borrow money for the purposes of carrying out the powers and duties of the Association.

J. To sue and be sued.

K. To contract for cable television, water for irrigation systems supplied to the lot line of any lot, and any other services for the Association and its members.

L. To pay all taxes and other charges or assessments, if any, levied against property owned, leased, or used by the Association.

M. To enforce by any and all lawful means the provisions of these Articles of Incorporation, the Bylaws of the Association which may be hereafter adopted, and the terms and provisions of the Declaration.

N. To purchase insurance upon the Association property for the protection of the Association and its members.

O. To reconstruct the Association property and improvements after casualty and to further improve the property, if required.

P. To enter into contracts and agreements for providing services to the Association.

Q. To purchase lots in the Association subdivision, to foreclose on Association liens against lots of owners, to convey, lease, mortgage, and improve lots owned by the Association.

R. To operate any storm water management and discharge facility serving the Subdivision. Operate and maintain common property, specifically the surface water management system as permitted by the Southwest Florida Water Management District including all lakes, retention areas, water management areas, ditches, culverts, structures and related appurtenances.

S. In general, to have all powers which maybe conferred upon a corporation not for profit by the laws of the State of Florida, except as prohibited herein.

T. Contract for services, such as, to provide for operation and maintenance if the Association contemplates employing a maintenance company.

U. To dedicate, sell, lease, or transfer all or any part of the common area to any public agency, authority, or utility for such purposes and subject to such conditions as may agreed upon by the members. No such transfer or dedication shall be effective unless an instrument has been signed by two-thirds (2/3) of the members consenting to a dedication, sale or transfer.

ARTICLE IV MEMBERS AND VOTING

A. The members of this Association shall consist of all owners of lots in the Subdivision. Owners of such lots shall automatically become members upon acquisition of the fee simple title to their respective lots.

B. The membership of any member in the Association shall automatically terminate upon conveyance or other divestment of title to such member's lot, except that nothing herein contained shall be construed as terminating the membership of any member who may own two or more lots so long as such member owns at least one lot.

C. The interest of a member in the funds and assets of the Association may not be assigned, hypothecated, or transferred in any manner, except as an appurtenance to the lot which is the basis of his membership in the Association.

D. The Secretary of the Association shall maintain a list of the members of the Association. Whenever any person or entity becomes entitled to membership in the Association, it shall become such party's duty and obligation to so inform the Secretary in writing, giving his name, address and lot number, provided, however, that any notice given to or vote accepted from the prior owner of such lot before receipt of written notification of change of ownership shall be deemed to be properly given or received. The Secretary may, but shall not be required, to search the Public Records of Manatee County or make other inquiry to determine the status and correctness of the list of members of the Association, maintained by him and shall be entitled to rely upon the Association's records until notified in writing of any change in ownership.

E. Each lot in the Subdivision shall be entitled to one vote in all Association matters submitted to the membership, and the owner of the lot shall be entitled to cast the vote in his discretion. Notwithstanding the foregoing, where Developer has constructed a single dwelling unit on more than one lot, such lots shall be entitled to vote and shall be assessed in like fashion (for example, a unit on one and one-half lots would pay one and one-half assessments and have one and one-half votes in Association matters).

F. In the event any lot is owned by more than one person and/or by entity, the vote for such lot shall be cast in the manner provided by the Bylaws. The Bylaws shall provide for an annual meeting of the members of the Association and shall make provision for special meetings.

ARTICLE V BOARD OF DIRECTORS

A. The property, business and affairs of the Association shall be managed by a Board of Directors consisting initially of three Directors. The number of Directors comprising succeeding Boards of Directors shall be as provided from time to time in the Bylaws of the Association, but in no event shall there be less than three or more than nine Directors. The Directors need not be members of the Association or residents of the State of Florida.

B. All Directors shall be appointed by and shall serve at the pleasure of Developer until the "turnover" meeting of members. Commencing with the "turnover" meeting, all Directors shall be elected by the members. As used herein, the "Turnover" meeting shall mean the first annual or special meeting of members following the date on which members other than Developer for the first time own at least 90 percent of the lots in the Subdivision or, if earlier, the date on which Developer relinquishes its right to appoint a majority of the Board of Directors.

C. All Directors who are not subject to appointment by Developer shall be elected by the members. Elections shall be by plurality vote.

D. Except as hereinafter provided, the term of each elected Director shall expire upon the election of his successor at the next succeeding annual meeting of members. Commencing with the first annual meeting that either follows or constitutes the "turnover" meeting, all Directors elected by the members shall be elected on a staggered two-year term basis. Accordingly, at such meeting, one-half of the elected Directors receiving the highest number of votes, and, in addition, if there are an odd number of Directors elected, the Director receiving the next highest number of votes, shall serve two-year terms, and the other elected Directors shall serve one-year terms. At each annual meeting of members thereafter, Directors shall be elected for two-year terms to fill the vacancies of those Directors whose terms are then expiring. In the event additional Directors are elected at an annual meeting to fill new directorships created by expansion of the Board, such Directors shall be elected, in the manner set forth above, for one or two-year terms as may be appropriate to make even, or as nearly as even as possible, the number of Directors serving one year and two-year terms. Each elected Director shall serve until his respective successor has been duly elected and qualified, or until his earlier resignation, removal, or death.

E. An elected Director may be removed from office with or without cause by majority vote of the members at any special or regular meeting after proper notice of the vote has been served on the members, but not otherwise. Any appointed Director may be removed, and replaced with or without cause by Developer, in developers sole discretion.

Notwithstanding the foregoing to the contrary, after the Turnover meeting, any director appointed by the Developer may only be removed by the Developer. Any vacancy on the Board shall be appointed by the Developer if, at the time such vacancy is to be filled, the Developer is entitled to appoint the directors.

F. The names and addresses of the persons constituting the first Board of Directors are as follows:

Lloyd E. Williams, Jr.
714 Manatee Avenue East
Bradenton, FL 34208

Frank L. Herold
714 Manatee Avenue East
Bradenton, FL 34208

J. Wesley Thompson
714 Manatee Avenue East
Bradenton, FL 34208

ARTICLE VI OFFICERS

A. The officers of the Association, to be elected by the Board of Directors, shall be a President, Vice President, Secretary, and Treasurer, and such other officers as the Board shall deem appropriate from time to time. The President shall be elected from among the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two or more offices, provided, however, that the office of President and Secretary shall not be held by the same person. The affairs of the Association shall be administered by such officers under the direction of the Board of Directors. Officers shall be elected for a term of one year in accordance with the Bylaws of the Association. The Bylaws may provide for the removal from office of officers, for filling vacancies and the duties of officers.

B. The names of the officers who are to manage the affairs of the Association until the first annual meeting of the Board of Directors are as follows:

| | |
|------------------------|---------------------|
| Lloyd E. Williams, Jr. | President |
| Frank L. Herold | Vice President |
| J. Wesley Thompson | Secretary/Treasurer |

**ARTICLE VII
CORPORATE EXISTENCE**

The Association shall have perpetual existence.

**ARTICLE VIII
BYLAWS**

The first Board of Directors of the Association shall adopt Bylaws consistent with these Articles. Thereafter, the Bylaws may be altered, amended or rescinded by a majority vote of the Directors in the manner provided by the Bylaws.

**ARTICLE IX
AMENDMENTS TO ARTICLES OF INCORPORATION**

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

A. A majority of the Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the members, which may be the annual or a special meeting.

B. Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each member entitled to vote thereon within the time and in the manner provided in the Bylaws for the giving of notice of a meeting of the members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

C. At such meeting, a vote of the members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of the entire membership of the Association.

D. Any number of amendments may be submitted to the members and voted upon by them at any one meeting.

E. If all of the directors and all of the members eligible to vote sign a written statement manifesting their intention that an amendment to these Articles be adopted, then the amendment shall thereby be adopted as though the above requirements had been satisfied.

F. No amendment shall make any changes in the qualifications for membership nor in the voting rights of members without an approval by all of the members. No amendment shall be made that is in conflict with the Declaration. Prior to the closing of the sale of all lots within the Subdivision, no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the Developer, unless the Developer shall join in the execution of the amendment, including, but not limited to, any right of the Developer to appoint directors pursuant to Article V.

G. No amendment to these Articles shall be made which discriminates against any owner(s) or member so discriminated against or affected.

H. Upon the approval of an amendment to these Articles, the 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 the county in which the Subdivision is located.

I. Notwithstanding any provision herein, the Developer shall have the right to amend these Articles without approval of the members during the time that the Developer is in control of the Association, in accordance with the terms of the Declaration and state law relating to homeowner associations.

ARTICLE X REGISTERED OFFICE AND REGISTERED AGENT

The registered office of the Association shall be at 714 Manatee Avenue East, Bradenton, FL 34208, and the registered agent at such address shall be WILLIAMS & HEROLD COMMUNITIES, LLC. The Association may, however, maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

ARTICLE XI BUDGET AND EXPENDITURES

The Association shall obtain funds with which to operate by annual assessment, special assessment, fines, and other revenue received in compliance with these Articles and Bylaws of its members in accordance with the provisions of the Declaration, as the same may be supplemented by the provisions of the Association's Articles and Bylaws. Accordingly, the Board of Directors shall annually adopt a budget for the operation of the Association for the ensuing fiscal year and for the purpose of levying assessments against of lots subject to assessment, which budget shall be conclusive and binding upon all persons; provided, however, that the Board of Directors may thereafter at any time approve or ratify variations from such budget.

**ARTICLE XII
INCORPORATOR**

The name and street address of the incorporator of these Articles is as follows:

Frank L. Herold
714 Manatee Avenue East
Bradenton, FL 34208

**ARTICLE XIII
INDEMNIFICATION**

A. 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, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a director, employee, officer agent of the Association, against expenses (including attorneys' fees) judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the action, suit 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; except that no indemnification shall be made in respect to any claim, issue 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 duties to the Association unless and only to the extent that the court in which the action or suit 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 the court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, in an 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 his conduct was unlawful.

B. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Paragraph A above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including

attorneys' fees and appellate attorneys' fees) actually and reasonably incurred him in connection therewith.

C. Any Indemnification under Paragraph A above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Director, officer, employee or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in Paragraph A above. Such determination shall be made (a) by the Board, by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding; (b) if such a quorum is not obtainable, or, even if obtainable, by a majority vote of a committee duly designated by the Board of Directors (in which Directors who are parties may participate) consisting solely of two (2) or more Directors not at the time parties to the proceeding; (c) by independent legal counsel: (1) selected by the Board prescribed in subparagraph (a) or the committee prescribed in subparagraph (b) above; or (2) if a quorum of the Directors cannot be obtained for subparagraph (a) above and committee cannot be designated under subparagraph (b) above, selected by a majority vote of the full Board of Directors (in which Directors who are parties may participate); or (d) by a majority of the members.

D. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board in the specific case upon receipt of an undertaking for or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized herein.

E. The indemnification provided herein shall not be deemed exclusive of any other rights or which those seeking indemnification may be entitled under the laws of the State of Florida, any Bylaw, agreement, vote of members or otherwise, and as to action taken in an official capacity while holding office, shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

F. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, 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 XIV
DISSOLUTION OF THE ASSOCIATION**

The Association may be dissolved as provided by law, provided that any such dissolution must receive the affirmative vote of two-thirds of the votes of the entire membership of the Association, and any such dissolution shall also require the consent of membership of the Association, and any such dissolution shall also require the consent of Developer so long as Developer owns any portion of the Subdivision, or holds a mortgage encumbering any portion of the Subdivision other than a unit. In the event of dissolution or final liquidation of the Association, the assets, both real and personal, of the Association, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the Association. 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 purposes as nearly as practicable to the same as those to which they were required to be devoted by the Association. No such disposition of Association properties shall be effective to divest or diminish any right or title of any Member vested in him under the recorded Declaration unless made in accordance with the provisions of such Declaration.

**ARTICLE XV
BINDING EFFECT**

The provisions hereof shall bind and inure to the benefit of the members and Developer and their respective successors and assigns.

IN WITNESS WHEREOF, the incorporator has hereunto set his hand and seal as of May 6, 2004.



Frank L. Herold, Incorporator

ACCEPTANCE OF REGISTERED AGENT

Having been named to accept service of process for Lexington Villas Neighborhood Association, Inc., at the place designated in the Articles of Incorporation, the undersigned hereby accepts the appointment as registered agent and agrees to act in this capacity. The undersigned further agrees to comply with the provisions of all statutes relating to the proper and complete performance of the undersigned's duties, and the undersigned is familiar with and accepts the obligations of the undersigned's position as registered agent.

WILLIAMS & HEROLD COMMUNITIES, LLC

By 

Frank L. Harold, Managing Member

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