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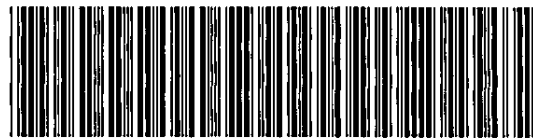
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TALLAHASSEE, FLORIDA

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DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA



CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 903923 82866A

AUTHORIZATION : *[Signature]*

COST LIMIT : \$ 78.75

ORDER DATE : May 17, 2007

ORDER TIME : 9:41 AM

ORDER NO. : 903923-005

CUSTOMER NO: 82866A

DOMESTIC FILING

NAME: ROLLING RIDGE RV RESORT
CONDOMINIUM ASSOCIATION, INC.

EFFECTIVE DATE:

XX ARTICLES OF INCORPORATION
 CERTIFICATE OF LIMITED PARTNERSHIP
 ARTICLES OF ORGANIZATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
 PLAIN STAMPED COPY
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Susie Knight - EXT. 2956

EXAMINER'S INITIALS: _____

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2007 MAY 17 AM 11:05

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

This Instrument Prepared by:
Jennifer A. Rumph
Clark, Campbell & Mawhinney, P.A.
500 South Florida Avenue, Suite 800
Lakeland, FL 33801

**ARTICLES OF INCORPORATION
OF
ROLLING RIDGE RV RESORT CONDOMINIUM ASSOCIATION, INC.**

THE UNDERSIGNED, desiring to form a corporation not-for-profit in accordance with the laws of the State of Florida, in compliance with the requirements of Chapters 617 and 718, Florida Statutes, does hereby certify the following:

**ARTICLE I
NAME AND PRINCIPAL OFFICE**

1.1 The name of this corporation is ROLLING RIDGE RV RESORT CONDOMINIUM ASSOCIATION, INC. (the "Association").

1.2 The principal office and mailing address of the Association is 500 South Florida Avenue, Suite 700, Lakeland, Florida 33801.

**ARTICLE II
REGISTERED OFFICE AND AGENT**

The name of the Association's initial registered agent and street address of the office of the initial registered agent shall be:

PETER A MCFARLANE, ESQUIRE
500 South Florida Avenue, Suite 200
Lakeland, Florida 33801

**ARTICLE III
DECLARATION**

A declaration entitled Declaration of Condominium of Rolling Ridge RV Resort, a Condominium, as it may be amended from time to time, will be recorded in the Public Records

of Lake County, Florida (the "Condominium Declaration"), by which the Condominium is submitted by Developer to the condominium form of ownership in accordance with Chapters 718 and 721, Florida Statutes. All terms contained in these Articles of Incorporation shall have the meanings ascribed to them by the Condominium Declaration.

ARTICLE IV **PURPOSE**

4.1 The purpose for which the Association is organized is to manage, operate and maintain a condominium, to be known as Rolling Ridge RV Resort, a Condominium (the "Condominium") in accordance with Chapter 718 and Chapter 721, Florida Statutes, and Condominium Declaration. The Association will manage, operate and maintain the property in which the Condominium is located pursuant to the Declaration. All capitalized terms not defined herein and used in these Articles of Incorporation shall have the same meaning as ascribed to them in the Declaration, unless the context otherwise requires.

4.2 The Association shall have no capital stock and shall make no distribution of income or profit to its members, directors or officers.

ARTICLE V **POWERS**

5.1 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 of Incorporation, all of the powers set forth in Chapters 718 and 721, and all of the powers set forth in the Declaration.

5.2 The Association shall have all of the powers reasonably necessary to implement the purpose of the Association, including but not limited to the following:

- (a) To adopt a budget and make and collect assessments against Owners to defray the costs of the Condominium.
- (b) To use the proceeds of assessments in the exercise of its powers and duties.
- (c) To maintain, manage, repair, replace and operate the property on which the Condominium will be developed ("Condominium Property"), including, but not limited to, obtaining and maintaining adequate insurance to protect the Association and the Condominium Property.
- (d) To reconstruct improvements after casualty and construct further improvements to the Condominium Property.
- (e) To promulgate and amend the Rules and Regulations.

(f) To enforce by legal means, including the levying of fines in accordance with Chapter 718, the provisions of the various Condominium Documents, these Articles of Incorporation, the Bylaws, and the Rules and Regulations.

(g) To contract for the management of the Condominium with a manager or management company ("Management Company") and to delegate and assign to such Management Company all powers and duties of the Association except such powers and duties as are specifically required by the various Condominium Documents or the Management Agreement (defined hereinafter) to have approval of the Board or the Owners or such powers and duties which may not be assigned or delegated pursuant to Chapter 721 and Chapter 718. The Association and its officers shall retain at all times the powers and duties granted by the Condominium Act, including, but not limited to, the making of assessments, promulgation of Rules and Regulations and execution of contracts on behalf of the Association, except when such powers and duties have been expressly delegated or assigned to the Management Company in the Bylaws or in the Management Agreement. Notwithstanding anything to the contrary contained herein, the Board may only discharge the Management Company upon a vote to discharge of at least sixty six percent (66%) of the votes allocated to Owners, including the Developer.

(h) Unless otherwise provided by law, in the event anyone fails to pay taxes, fees, costs and assessments of any kind, to pay the same and to assess the same against the party which fails to properly pay.

(i) To obtain loans for purposes of meeting the financial needs of running the Condominium Property it operates, and as security therefor, pledge the income from assessments collected from Owners.

(j) To pay the cost of all power, water, sewer and other Utility Services rendered to the Condominium Property and not billed directly to Owners.

(k) To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association, including, but not limited to, accountants and attorneys.

(l) To bond any or all employees, officers and directors of the Association.

(m) To maintain all books and records concerning the Condominium Property, including, but not limited to, the maintenance of a complete list of the names and addresses of all Owners.

(n) To collect from Owners all assessments, rental, membership fees, if any, operations, replacement or other expenses in relation to any agreements, leaseholds, memberships or other use interest in land or recreational facilities in accordance with the Declaration, all as a Common Expense.

(o) To collect from Owners all assessments and fees imposed by the Declaration (if any).

(p) To assign at any time and from time to time any or all of its powers to the Management Company to the extent permitted by law.

(q) To enter into contracts with cable television, telephone and transportation service, if any, providers for the benefit of Owners and to assess such costs to Owners as a Common Expenses.

(r) To grant use rights in and to the recreational facilities of the Condominium which are either Common Elements or Association Property to third parties who are not Owners of Fractional Interests in the Condominium and to assess and collect from such third parties fees for the use of the same.

(s) To assess and collect reasonable user fees from any third party who is not an Owner of a Fractional Interest in the Condominium but who have been granted use rights in and to the recreational facilities of the Condominium which are either Common Elements or Association Property by the Developer.

(t) All funds, the title to all property acquired by the Association and the proceeds thereof shall be held only for the benefit of the Owners in accordance with the provisions of the Condominium Documents.

(u) To dedicate, grant, license, lease, create easements upon, sell or transfer all or any part of, the Common Elements, if any, to any public agency, entity, authority, utility, or other person or entity for such purposes and subject to such conditions as it determines subject only to requirements in the Condominium Declaration, if any.

(v) The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration.

ARTICLE V **MEMBERSHIP**

5.1 The qualifications of members of the Association, the manner of their admission, and voting by Owners shall be as follows:

(a) All Owners and the Developer (so long as the Developer owns Fractional Interests or Whole Interest Lots in the Condominium) shall be members of the Association, and no other persons or entities shall be entitled to voting membership. An Owner and the Developer shall be entitled to one (1) vote for each month they own in the Condominium. Whole Interest Owners shall be entitled to twelve (12) votes for each Whole Interest Lot they own.

(b) Changes in membership in the Association shall be established by the recording in the Public Records of Lake County, Florida, of a deed or other instrument establishing a change of record title to a Whole Interest Lot or a Fractional Interest in a Fractional Interest Lot in the Condominium and the delivery to the Association of a copy of such recorded instrument. The new Owner designated by the recorded deed or other instrument establishing a change of record title to a Whole Interest Lot or a Fractional Interest in a Fractional Interest Lot in the Condominium shall thereby become a member of the Association. The membership of the prior Owner shall be thereby terminated.

(c) The Owner's share in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Fractional Interest or Whole Interest Lot.

(d) In the event a Fractional Interest or Whole Interest Lot is owned by a legal entity other than a natural person, the officer, director or other official so designated pursuant to a Voting Certificate filed with the Association by such legal entity shall exercise its membership rights.

(e) In the event of joint and voting ownership of a Fractional Interest or Whole Interest Lot, the joint Owners shall file a Voting Certificate with the Association setting forth which Owner is designated to cast the vote for that Whole Interest Lot or Fractional Interest.

ARTICLE VI **DIRECTORS**

6.1 The affairs of the Association shall be managed by a Board of not less than three (3) nor more than five (5) directors, as determined by the Board in accordance with the Bylaws and, in the absence of such a determination, it shall consist of three (3) directors. Within these limits, the Board may from time to time increase or decrease the number of persons to serve on the Board; provided, however, that the Board shall always consist of an odd number of members.

6.2 Directors of the Association shall be appointed or elected in the manner provided by the Bylaws.

6.3 The following persons shall serve as directors until their successors are elected or appointed as provided in the Bylaws:

	<u>Name</u>	<u>Address</u>
1.	George Bochis	500 South Florida Avenue, Suite 700, Lakeland, FL 33801
2.	William C. Reynolds	500 South Florida Avenue, Suite 700, Lakeland, FL 33801
3.	Ron Baxley	500 South Florida Avenue, Suite 700, Lakeland, FL 33801

ARTICLE VII OFFICERS

The affairs of the Association shall be administered by a president, a secretary, a treasurer, and as many assistant vice-presidents, assistant secretaries and assistant treasurers as the Board shall from time to time determine. Such officers shall be elected by the Board at its first meeting following each annual meeting of the Owners of the Association. Officers shall serve without compensation at the pleasure of the Board. The same person may hold two offices, the duties of which are not incompatible; provided however, that the president shall not also be the secretary, assistant secretary, treasurer, or assistant treasurer. The names and addresses of the officers who shall serve until their successors are designated by the Board are as follows:

	<u>Name</u>	<u>Address</u>
President:	Willaim C. Reynolds	500 South Florida Ave., Suite 700, Lakeland, FL 33801
Vice President and Secretary:	Ron Baxley	500 South Florida Ave., Suite 700, Lakeland, FL 33801
Treasurer:	Bridget Ebdrup	500 South Florida Ave., Suite 700, Lakeland, FL 33801

ARTICLE VIII INDEMNIFICATION

8.1 Indemnity. 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 proceedings, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a director, employee, officer or agent of the Association, against expenses (including attorneys' fees at all levels, including appellate levels), judgments, fines and amounts paid which are reasonably incurred by him in connection with such action, suit or proceedings, unless (i) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith, nor in a manner he reasonably believed to be in or not opposed to the best interest of the Association and acted with gross negligence, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (ii) such court further specifically determines that indemnification should be denied. In the event of a termination of any action, suit or proceeding by settlement, this indemnification provision shall apply only when the Board has approved such settlement and reimbursement as being in the best interest of the Association.

8.2 Expenses. Unless a director, officer, employee or agent of the Association is not entitled to be indemnified under Section 8.1, he shall be indemnified against expenses (including

attorneys' fees at all levels, including any appellate levels) actually and reasonably incurred by him in connection with any action, suit or proceeding referred to in Section 8.1.

8.3 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceedings upon receipt of an undertaking by or on behalf of the affected 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 in this Article VIII.

8.4 Miscellaneous. The indemnification provided by this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of Owners or otherwise, and 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 and personal representatives of such person.

8.5 Insurance. The Association shall 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, or 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.

8.6 Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article VIII may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

ARTICLE IX

RIGHTS OF DEVELOPER

The Developer of the Condominium shall have full right and authority to manage the affairs and exclusive right to elect the directors of the Association (who need not be Owners) until the following shall occur:

9.1 Owners other than Developer will be allowed to elect a majority of the members of the Board and control the Association at whichever of the following times shall first occur:

- (a) Three (3) years after Developer has sold fifty (50%) percent of the Whole Interest Lots and Fractional Interests in the Fractional Interest Lots that will be ultimately operated by the Association;

(b) Three (3) months after Developer has sold ninety (90%) percent of the Whole Interest Lots and Fractional Interests in the Fractional Interest Lots that will be ultimately operated by the Association;

(c) When all of the Whole Interest Lots and the Fractional Interests in the Fractional Interest Lots that will ultimately be operated by the Association have been completed and some of them have been sold and none of the others are being offered for sale by Developer in the ordinary course of business;

(d) When Developer has sold some of the Whole Interest Lots and the Fractional Interests in the Fractional Interest Lots and none of the other Whole Interest Lots or Fractional Interests in the Fractional Interest Lots are held by the Developer for sale in the ordinary course of business; or

(e) Seven (7) years after recordation of the initial Declaration.

9.2 Developer shall be entitled to elect at least one (1) member of the Board as long as Developer holds at least five (5%) percent of the Fractional Interests and Whole Interest Lots of the Condominium.

9.3 Notwithstanding anything to the contrary contained herein and to the extent permitted by law, the ability of the Owners other than the Developer to elect a majority of the members of the Board and control the Association shall in no way affect the Condominium's agreement with the Management Company for the management of the Condominium ("Management Agreement"). The Management Company may only be discharged from its management of the Condominium upon a vote to discharge by at least sixty six percent (66%) of all outstanding votes allocated to Owners, including the Developer.

ARTICLE X BYLAWS

The first Bylaws shall be adopted by the Board and may be altered, amended or rescinded in the manner as provided by the Bylaws.

ARTICLE XI AMENDMENTS

11.1 Amendments to these Articles of incorporation shall be proposed and adopted in the following manner:

(a) Notice of the proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

(b) Until the first election of a majority of directors by the Owners other than the Developer, proposal of an amendment and approval thereof shall require the affirmative action of three-fourths (3/4) of the entire membership of the Board, and no meeting of the Owners nor any approval thereof need be had.

(c) After the first election of a majority of directors by the Owners other than the Developer, a resolution approving a proposed amendment may be proposed by either the Board or by the Owners, and after being proposed and approved by one of such bodies, requires the approval of the other body. Except as otherwise provided herein, such approvals must be by not less than a three-fourths (3/4) vote of all the directors and by not less than a majority vote of the Owners at a duly called meeting of the Association. Directors and the Owners not present at the meeting considering the amendment may express their approval in writing ten (10) days after such meeting.

(d) An amendment, if adopted, shall be effective when filed with the Secretary of State of Florida and recorded in the Public Records of Lake County, Florida.

(e) Notwithstanding the foregoing, these Articles of Incorporation may be amended by the Developer as may be required by any governmental entity or as may be necessary to conform these Articles of Incorporation to any governmental statutes or the Fractional Interest Ownership Plan documents, or as may be in the best interests of the Association.

ARTICLE XII

TERM

The term of the Association shall be for the life of the Condominium as indicated in the Declaration. The Association shall be terminated by the termination of the Condominium in accordance with the Declaration.

ARTICLE XIII

INCORPORATOR

The name and residence of the incorporator of these Articles of Incorporation is as follows:

William C. Reynolds
500 South Florida Avenue, Suite 700
Lakeland, Florida 33801

IN WITNESS WHEREOF, for the purpose of forming this Corporation under the laws of the State of Florida, the undersigned, constituting the subscriber of the Corporation has executed these Articles of Incorporation this 15th day of May, 2007

By: William C. Reynolds

STATE OF FLORIDA
COUNTY OF Florida

The forgoing instrument was acknowledged before me this 15 day of May, 2007, by William C. Reynolds Incorporator, personally known to me, of who has produced identification, who executed the foregoing Articles of Incorporation and who acknowledged to me that he executed the same freely and voluntarily for the uses and purposes express in the Articles of Incorporation.



SARAH J. POTTER
Commission DD 635994
Expires February 5, 2011
Bonded Thru Troy Fain Insurance 800-385-7019

Sarah J. Potter
Print Name: Sarah J. Potter
Notary Public, State of Florida
My Commission Expires: 2/5/11

[NOTARY SEAL]

ACCEPTANCE OF APPOINTMENT AS REGISTERED AGENT

The undersigned hereby accepts the appointment to serve as the initial Registered Agent of Rolling Ridge RV Resort Condominium Association, Inc.

Peter A. McFarlane
Print Name: Peter A. McFarlane
Registered Agent

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