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CORPORATION NAME(S) AND DOCUMENT NUMBER(S) (if known):

Brighton Pointe Estates Homeowner's
Association of Polk County Inc

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Certificate of Status

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ARTICLES OF INCORPORATION

ALL CHARTERS

NEW FILINGS	
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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
<input type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
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REGISTRATION/QUALIFICATION	
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Certificate of FICTITIOUS NAME

FICTITIOUS NAME SEARCH

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98 AUG 26 PM 2:31
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FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

August 7, 1998

UCC FILING & SEARCH
526 E PARK AVE
TALLAHASSEE, FL

SUBJECT: BRIGHTON POINTE ESTATES HOMEOWNER'S ASSOCIATION
OF POLK COUNTY, INC.
Ref. Number: W98000018009

We have received your document for BRIGHTON POINTE ESTATES HOMEOWNER'S ASSOCIATION OF POLK COUNTY, INC. and your check(s) totaling \$122.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

The document must contain written acceptance by the registered agent, (i.e. "I hereby am familiar with and accept the duties and responsibilities as Registered Agent.")

The registered agent must sign accepting the designation. *Make this correction*

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) 487-6923.

To: Doris McDuffie
Corporate Specialist Supervisor

Letter Number: 098A00041377

09 AUG 25 PM 4:10
DIVISION OF CORPORATIONS

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TALLAHASSEE, FLORIDA

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ARTICLES OF INCORPORATION
OF
BRIGHTON POINTE ESTATES HOMEOWNER'S ASSOCIATION
OF POLK COUNTY, 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 Brighton Pointe Estates Homeowner's Association of Polk County, 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 5300 South Florida Avenue, Ste. E., Lakeland, Florida 33813, and the name of the initial registered agent of the Association at that address is Michael J. Lilly.

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, Conditions and Restrictions recorded in Official Record Book 106 at Page 20 public records of Polk County, Florida.

2). To enforce the Declaration of Covenants, Conditions 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, 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.

3). 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.

4). 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.

5). 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.

6). 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.

7). 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.

8). 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, Conditions 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.

9). To 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.

10). 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, Conditions 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 55 inclusive BRIGHTON POINTE ESTATES Subdivision, Plat Book 106, Page 20, 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 the Declaration of Covenants, Conditions 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 November each year, commencing in 1999, 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 in advance on or before December 31st. 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 December of each year, beginning December of 1999, 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, Conditions 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 nor more than 30 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 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, 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 the Declaration of Covenants, Conditions and Restrictions 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 on or before December 31st of the preceeding year, and shall be payable in one annual installment. 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 55 inclusive, of BRIGHTON POINTE ESTATES 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 55 inclusive of BRIGHTON POINTE ESTATES Subdivision shall be responsible to pay an Annual Maintenance Fee and Any Special Maintenance Fee.

ARTICLE V ADDITIONAL FUTURE MEMBERS

In the event of development of future phases to BRIGHTON POINTE ESTATES 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, Conditions and Restrictions or a similar declaration. The number of future phases to BRIGHTON POINTE ESTATES 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 and common areas 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, who shall be entitled to exercise ten votes for each lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, as required by law, or on January 1, 2008, whichever occurs first.

**ARTICLE VII
MANAGEMENT**

The affairs and business of the Association shall be managed by a Board of Directors and by the following officers: 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 or more 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, Conditions 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:

Michael J. Lilly	President
Scott Miller	Vice-President
David A. Lilly	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:

Michael J. Lilly 5300 South Florida Avenue, Ste E.
Lakeland, Florida 33813

Scott Miller 5300 South Florida Avenue, Ste. E.
Lakeland, Florida 33813

David A. Lilly 5300 South Florida Avenue, Ste. E.
Lakeland, Florida 33813

3). 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.

4). In the event of the removal, resignation, death or other vacancy of a member of the Board of Directors, the vacancy shall be filled 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.

5). 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.

6). 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, Conditions and Restrictions, with the exception of the Developer. Where there are multiple owners of any Lots, such owners shall be jointly and severally liable for the payment of all Assessments.

7). 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, Conditions and Restrictions pertaining to BRIGHTON POINTE ESTATES Subdivision, by amendment, modification and/or rescission thereof, as set forth in said Declaration of Covenants, Conditions and Restrictions.

Other than the foregoing right of the membership to amend, modify and/or rescind said Declaration of Covenants, Conditions and Restrictions pertaining to BRIGHTON POINTE ESTATES 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, Conditions 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 BRIGHTON POINTE ESTATES 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.

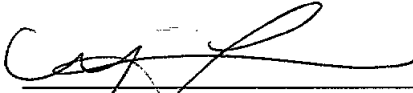
ARTICLE XII
TERM

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 BRIGHTON POINTE ESTATES Subdivision, Plat Book 106, Page 20, 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 23rd day of July, 1998.

SUBSCRIBERS

ADDRESS



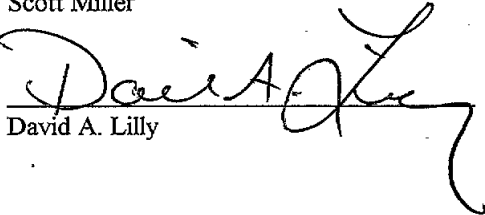
Michael J. Lilly

5300 South Florida Avenue, Ste E.
Lakeland, Florida 33813



Scott Miller

5300 South Florida Avenue, Ste E.
Lakeland, Florida 33813



David A. Lilly

5300 South Florida Avenue, Ste E.
Lakeland, Florida 33813


ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF POLK

The foregoing Articles of Association of BRIGHTON POINTE ESTATES Subdivision, was acknowledged before me by Michael J. Lilly, Scott Miller and David A. Lilly each of whom is personally known to me and to be the persons who executed the foregoing Articles of Association as Subscribers thereof of BRIGHTON POINTE ESTATES Property Owner'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 23rd day of July, 1998.





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, BRIGHTON POINTE ESTATES HOMEOWNER'S ASSOCIATION OF POLK COUNTY, INC., a not for profit 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 MICHAEL J. LILLY, located at 5300 S. Florida Avenue, Ste. E., Lakeland, Florida 33813, as its agent to accept service of process within the state.

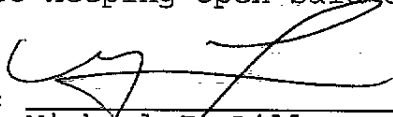
OFFICERS:	TITLE NAME:	SPECIFIC ADDRESS:
Michael J. Lilly	President	5300 S. Florida Avenue Suite E Lakeland, Fl 33813
Scott Miller	Vice President	5300 S. Florida Avenue Suite E Lakeland, Fl 33813
David A. Lilly	Secretary/Treasurer	5300 S. Florida Avenue Suite E Lakeland, Fl 33813

By: 
Michael J. Lilly
Registered Agent

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SECRETARY OF STATE
DIVISION OF CORPORATIONS
08 AUG 26 PM 2:31

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: 
Michael J. Lilly
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.