

ND1000004382

ATTORNEYS' TITLE

Requestor's Name

660 E. Jefferson St.

Address

Tallahassee, FL 32301

City/St/Zip

850-222-2785

Phone #

FILED
01 JUN 21 AM 9:51
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

- 1- CITRUS GREEN WEST HOMEOWNERS ASSOCIATION, INC.
- 2-
- 3-
- 4-

☒ Walk-in

☐ Pick-up time ASAP

☒ Certified Copy

☐ Mail-out

☐ Will wait

☐ Photocopy

☒ Certificate of Status

NEW FILINGS

<input type="checkbox"/>	Profit
<input checked="" type="checkbox"/>	Non-Profit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

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
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/QUALIFICATION

<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

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01 JUN 21 PM 1:07
DIVISION OF CORPORATION

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Examiner's Initials

J. BRYAN JUN 22 2001

ARTICLES OF INCORPORATION

OF

CITRUS GREEN WEST HOMEOWNERS ASSOCIATION, INC.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned incorporator, a resident of the State of Florida and of full age, hereby makes, subscribes, acknowledges and files with the Department of the State of Florida these Articles of Incorporation for the purpose of forming a corporation not for profit under the laws of the State of Florida.

ARTICLE I

NAME

The name of this corporation is CITRUS GREEN WEST HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit (hereinafter called the "Association" in these Articles).

ARTICLE II

OFFICE AND REGISTERED AGENT

The Association's principal office is 84406 Massachusetts Avenue, Suite A-1, New Port Richey, FL 34653. The Association's registered agent is Keith W Brickdemyer, Esq. who maintains a business office at 500 E. Kennedy Boulevard, Suite 200, Tampa, Florida 33602. Both this Association's registered office and registered agent may be changed from time to time by the Board of Directors as provided by law.

ARTICLE III

PURPOSE

This Association does not contemplate pecuniary gain or profit to its members and the specific purposes for which it is formed are to provide for the maintenance, preservation and architectural control of common areas and platted lots within that certain tract of property (hereinafter called the "Properties") in Hillsborough County, Florida, and more particularly described in Exhibit "A" attached hereto and made a part hereof ("Citrus Green West").

ARTICLE IV

POWERS

Without limitation this Association is empowered to:

- (a) Declaration. Exercise all rights, powers, privileges, and perform all duties of this Association set forth in that certain Declaration of Covenants, Conditions and Restrictions for Citrus Green West (hereinafter called the "**Declaration**") applicable to the Properties and recorded or to be recorded in the Public Records of Hillsborough 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 in full;
- (b) Property. In any lawful manner, acquire, own, hold, improve, manage, operate, maintain, repair, replace, operate, convey, sell, lease, transfer, assign, and otherwise dispose of property of any nature whatsoever, real, personal, or mixed, tangible or intangible, in connection with this Association's affairs;
- (c) Assessments. Fix, levy, collect, and enforce by any lawful means all charges or assessments established by, or pursuant to, the Declaration; and to use and expend the proceeds of assessments in the exercise of its powers and duties hereunder;
- (d) Costs. Pay all costs, expenses, and obligations lawfully incurred in connection with this Association's affairs including, without limitation, all licenses, taxes, or other governmental charges levied or imposed against this Association's property;
- (e) Borrowing. Borrow money and, mortgage, pledge, deed in trust, hypothecate, assign, grant security interests in, or otherwise transfer any or all of its property as security for money borrowed, debts incurred, or any of its other obligations;
- (f) Dedications. Dedicate, sell or transfer all or any part of its property to any public agency, authority, or utility for such purposes, and subject to such conditions the members determine in accordance with the Declaration;
- (g) Mergers. Participate in mergers and consolidations with other non-profit corporations organized for similar purposes;
- (h) Rules. From time to time adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots and Common Area (as those terms are defined in the Declaration) consistent with the rights and duties

established by the Declaration and these Articles;

(i) General. Have and exercise all common law rights, powers, and privileges and those that a corporation not for profit may now or hereafter have or exercise under the laws of the State of Florida, together with all other rights, powers, and privileges reasonably to be implied from the existence of any right, power, or privilege so granted, or granted by the Declaration or these Articles, or reasonably necessary to effectuate the exercise of any right, power, or privilege so granted;

(j) Enforcement. To enforce by legal means the obligations of the members of this Association and the provisions of the Declaration;

(k) Litigation. To sue or be sued; and

(l) Other. Engage in all lawful acts permitted or authorized by law.

ARTICLE V

MEMBERSHIP

Every person who from time to time holds the record fee simple title to, or any undivided fee simple interest in, any Lot that is subject to the provisions of the Declaration is a member of this Association, including contract sellers, but excluding all other persons who hold any interest in any Lot merely as security for the performance of an obligation. An Owner of more than one Lot is entitled to one membership for each Lot owned. Membership is appurtenant to, and may not be separated from, ownership of at least one Lot that is subject to the provisions of the Declaration, and membership may not be transferred other than by transfer of title to such Lot. Each membership is transferred automatically by record conveyance or other transfer of title of a Lot.

ARTICLE VI

VOTING RIGHTS

This voting rights of members are as set forth in the Declaration.

ARTICLE VII

BOARD OF DIRECTORS

Section 1. This Association's affairs are managed by a Board of Directors initially composed of three Directors. The number of Directors from time to time may be changed by amendment to this Association's By-Laws, but at all times it must be either three (3) members or five (5) members. The initial Directors named below shall serve until this Association's first annual meeting. The term of office for all Directors is one year. Before any such annual meeting occurring after the **Class "B" Control Period** (as defined in the Declaration) expires, all vacancies occurring on the Board of Directors, if any, will be filled by majority vote of the remaining Directors, even if less than a quorum. Any Director may succeed himself or herself in office. All Directors will be elected by secret written ballot. Each member may vote for each vacancy; however, cumulative voting is not permitted. Directors need not be Association members.

Section 2. The names and addresses of the persons who will serve as Directors until their successors have been duly elected and qualify, unless they sooner die, resign, or are removed, are:

Name: D. Dewey Mitchell

 Barbara Ann Mallett

 Lester Mallett

ARTICLE VIII

DURATION

This Association exists perpetually.

ARTICLE IX

DISSOLUTION

This Association may be dissolved in the manner from time to time provided by the laws of the State of Florida and with the consent given in writing and signed by not

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less than two-thirds (2/3) of each class of members. Upon dissolution of this Association in any manner other than incident to a merger or consolidation, all of this Association's assets must be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. If dedication is refused, such assets must be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes. In no event, however, may any assets inure to the benefit of any member or other private individual.

ARTICLE X

BY-LAWS

This Association's By-Laws will initially be adopted by the Board of Directors. Thereafter, the By-Laws shall be altered, amended, or rescinded solely by the approval of the Board of Directors. In certain circumstances set forth in the Declaration or as may be set forth in any future supplemental declaration the Members may have authority to approve amendments to the By-laws; in those circumstances such provisions shall control the alteration, amendment or rescission the By-laws.

ARTICLE XI

AMENDMENTS

Amendments to these Articles may be proposed and adopted in the manner from time to time provided by the laws of the State of Florida, provided that each such amendment must have the approval in writing of two-thirds (2/3) of the entire membership. In certain circumstances set forth in the Declaration or as may be set forth in any future supplemental declaration the Members may have authority to approve amendments to these Articles by a different percentage of the Members; in those circumstances such provisions shall control the amendment to these Articles.

ARTICLE XII

INTERPRETATION

Express reference is made to the Declaration where necessary to interpret, construe, and clarify the provisions of these Articles. Without limitation, all terms

defined in the Declaration have the same meaning where used in these Articles. By subscribing and filing these Articles, the incorporator intends for its provisions to be consistent with the provisions of the Declaration and to be interpreted, construed, and applied with those of the Declaration to avoid inconsistencies or conflicting results.

ARTICLE XIII

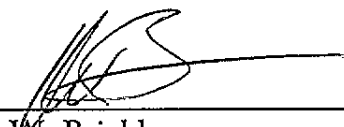
INCORPORATOR

The name and residence of the incorporator is:

Name: Keith W. Bricklemyer, Esq.

Address: 500 East Kennedy Boulevard, Suite 200
Tampa, Florida 33602

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, I, the undersigned, constituting the incorporator of this Association, have executed these Articles of Incorporation this June 12, 2001.



Keith W. Bricklemyer
Incorporator

**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR
THE
SERVICE OF PROCESS WITHIN THE STATE OF FLORIDA AND NAMING
THE
REGISTERED AGENT UPON WHOM PROCESS MAY BE SERVED**

CITRUS GREEN WEST HOMEOWNERS ASSOCIATION, INC., desiring to organize under the laws of the State of Florida, as a corporation not for profit with its principal office as indicated in its Articles of Incorporation has named Keith W. Bricklemyer, whose business office is 500 E. Kennedy Boulevard, Suite 200, Tampa, Florida 33602, as its registered agent to accept service of process within Florida.

ACCEPTANCE

Having been named to accept service of process for the foregoing corporation at the place designated in this certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes, including the duties and obligations imposed by Section 617.0503, Florida Statutes, relative to the proper and complete performance of my duties.



Keith W. Bricklemyer

Date: June 12, 2001

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EXHIBIT "A"

DESCRIPTION:

Property in Section 17, Township 27 South, Range 17 East.

Tract 16 in the SW 1/4, AND Tracts 13 and 14 in the SE 1/4, in KEYSTONE PARK COLONY as per plat recorded in Plat Book 5, Page 55, Public Records of Hillsborough County, Florida.

Property in Section 20, Township 27 South, Range 17 East.

Tracts 1 thru 16 in the SE 1/4; Tracts 1, 2, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 in the NE 1/4; AND the NW 1/4 of the NE 1/4; Tracts 1, 9 and 16 in the NW 1/4; AND that part of Tract 15 in the NW 1/4 described as: Beginning at the Northeast corner of the SW 1/4 of the SE 1/4, and run West 297.0 feet, S-25°11'38"-E, 709.05 feet, to the Southeast corner of the SW 1/4 of the SE 1/4, and North to Beginning;

Tracts 1, 8, 9 and 16 in the SW 1/4; AND that part of Tracts 7, 10, and 15 in the SW 1/4 lying East of a line described as: Beginning at the Northwest corner of the NE 1/4 of the SW 1/4 and run South 661.0 feet to the Northeast corner of the SW 1/4 of the NE 1/4; West 257.88 feet, S-0°13'47"-E, 661.0 feet, S-9°36'11"-W, 1338.66 feet to the South boundary of Section 20, in KEYSTONE PARK COLONY as per plat recorded in Plat Book 5, Page 55, Public Records of Hillsborough County, Florida.

Property in Section 21, Township 27 South, Range 17 East.

Tracts 3, 4, 5, 6, 11, 12, 13 and 14 in the SW 1/4; The E-1/2 of the SW 1/4; Tracts 9, 10, 11, 12, 13, 14, 15 and 16 in the NW 1/4; The S-1/2 of the NE 1/4 of the NW 1/4, in KEYSTONE PARK COLONY as per plat recorded in Plat Book 5, Page 55, Public Records of Hillsborough County, Florida; the N-1/2 of the SE 1/4; the S-1/2 of the NE 1/4; the W-1/2 of the NW 1/4 of the NE 1/4;

AND a tract described as: Beginning at the Northeast corner of the SE 1/4 of the NE 1/4 of the NE 1/4 of Section 21, Township 27 South, Range 17 East, and run thence North 140.2 feet along the Section line forming the East boundary of Section 21; run thence N-89°29'-W, a distance of 540.0 feet; thence S-32°25'-W, a distance of 243.5 feet; thence Westerly 100.0 feet; thence South 600.4 feet to a fence on the South boundary of said NE 1/4 of NE 1/4; thence Easterly along said fence and South boundary of NE 1/4 of NE 1/4, a distance of 770.5 feet to the Southeast corner of said NE 1/4 of NE 1/4; thence North 662.5 feet along the East boundary of Section 21 to the POINT OF BEGINNING; LESS the East 6.0 feet of the South 802.7 feet of the said NE 1/4 of NE 1/4.

All the above subject to rights-of-way throughout KEYSTONE PARK COLONY; Boy Scout Road; other roads in use; drainage easements and utility easements of record, and other restrictions of record which are not shown on this plat.

LESS AND EXCEPT THE FOLLOWING PARCEL

CITRUS GREEN - Southwest Outparcel

DESCRIPTION: A parcel of land being a portion of Tracts 5, 6, 11, 14 and 15, in the Southeast 1/4 of Section 20, Township 27 South, Range 17 East; all of Tracts 12 and 13, in the Southeast 1/4 of Section 20, Township 27 South, Range 17 East; a portion of Tracts 7, 8, 10 and 15, in the Southwest 1/4 of Section 20, Township 27 South, Range 17 East; AND all of Tracts 9 and 16, in the Southwest 1/4 of Section 20, Township 27 South, Range 17 East, all in KEYSTONE PARK COLONY, according to the map or plat thereof as recorded in Plat Book 5, Page 55, Public Records of Hillsborough County, Florida and being more particularly described as follows:

BEGINNING at the Southeast corner of the Southwest 1/4 of Section 20, Township 27 South, Range 17 East, Hillsborough County, Florida, run thence N.89°14'55"W., 1151.74 feet along the South boundary of the Southwest 1/4 of said Section 20; thence N.09°50'35"E., 1338.88 feet; thence N.00°01'06"E., 411.08 feet; thence S.87°57'26"E., 1510.00 feet; thence S.21°50'18"E., 750.00 feet; thence S.50°52'40"E., 1627.51 feet to a point on the South boundary of the Southeast 1/4 of said Section 20; thence N.89°08'34"W., 808.20 feet along the South boundary of the Southeast 1/4 of said Section 20; thence N.89°09'17"W., 1320.06 feet along the South boundary of the Southwest 1/4 of said Section 20 to the POINT OF BEGINNING.

Containing 86.223 acres, more or less.