

NO 1000007920

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SHARON D. PARRISH

November 6, 2001

Florida Department of State
Division of Corporations
409 E. Gaines Street
Tallahassee, Florida 32399

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-11/07/01--01045--001
*****78.75 *****78.75

VIA UPS OVERNIGHT LETTER

Re: **CONDOMINIUM OWNERS ASSOCIATION OF GOLF VIEW MANOR, INC.**

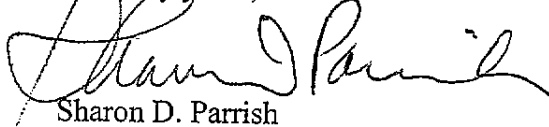
Ladies and Gentlemen:

Please find enclosed with this letter the original Articles of Incorporation for **CONDOMINIUM OWNERS ASSOCIATION OF GOLF VIEW MANOR, INC.**, along with our trust check in the amount of \$78.75 for the following fees:

Filing fee	\$35.00
Designation of Registered Agent	35.00
Certified copy	8.75
	<u>\$78.75</u>

Please return the certified copy to our office at your earliest convenience. Your cooperation in this matter is greatly appreciated.

Sincerely yours,



Sharon D. Parrish

/sdp
enc

FILED
01 NOV -7 PM 12:10
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

T. Burch NOV 7 2001

**ARTICLES OF INCORPORATION
of
CONDOMINIUM OWNERS ASSOCIATION OF
GOLF VIEW MANOR, INC.**

FILED

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

By these Articles of Incorporation, the undersigned Subscriber forms a corporation not for profit in accordance with Chapter 617, *Florida Statutes*, and pursuant to the following provisions ("these Articles");

**ARTICLE I
NAME**

The name of the corporation shall be **CONDOMINIUM OWNERS ASSOCIATION OF GOLF VIEW MANOR, INC.** For convenience, the corporation shall be referred to in this instrument as the "Association."

**ARTICLE II
DURATION**

The Association shall exist perpetually unless and until dissolved according to law. Corporate existence of the Association shall commence upon the filing of these Articles with the Florida Department of State.

**ARTICLE III
PRINCIPAL OFFICE**

The principal office of the Association is located at 13029 SW 31st Avenue, Archer, FL 32618.

**ARTICLE IV
DEFINITIONS**

All terms used in these Articles of Incorporation have the same meaning as designated in the Declaration of Condominium of GOLF VIEW MANOR CONDOMINIUM OF GAINESVILLE, A FLORIDA CONDOMINIUM, unless these Articles of Incorporation specifically provide otherwise, or unless the context dictates a contrary meaning.

**ARTICLE V
REGISTERED OFFICE AND AGENT**

DAVID D. BURT, whose address is 13029 SW 31st Avenue, Archer, FL 32618, is hereby appointed the initial registered agent of the Association and the registered office shall be at said address.

ARTICLE VI
PURPOSE AND POWERS OF THE ASSOCIATION

The purpose of the Association is to provide an entity, in accordance with Chapter 718, *Florida Statutes*, to operate the condominium located in Alachua County, Florida, and known as GOLF VIEW MANOR CONDOMINIUM OF GAINESVILLE, A FLORIDA CONDOMINIUM. The Association shall have all the common-law and statutory powers of a nonprofit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in these Articles, the Declaration of Condominium, the Association Bylaws, or the Condominium Act. The Association shall also have those powers reasonably necessary to carry out its responsibilities for the operation of the condominium in accordance with the Declaration of Condominium and the Association Bylaws, which powers shall include, but not be limited to, the following:

- (a) To levy and collect assessments against members of the Association to defray the common expenses of the Condominium as provided in the Declaration of Condominium and in the Bylaws, including the right to levy and collect assessments for the purpose of acquiring, operating, leasing, managing and otherwise trading and dealing with property, whether real or personal, including units in the Condominium.
- (b) To buy, sell, trade, lease, or encumber property, real or personal, and to construct additional improvements of the condominium property.
- (c) To maintain, repair, replace, reconstruct after casualty, operate and manage the condominium property or any property owned or leased by the Association for use by members of the Association.
- (d) To acquire and pay for insurance on the condominium property and for the protection of the Association and member unit owners.
- (e) In the manner provided in the Association Bylaws, to make and amend reasonable rules and regulations for the use and appearance of all property in the condominium for the benefit, health, safety, welfare and happiness of member unit owners.
- (f) To approve or disapprove the leasing, transfer, mortgaging, ownership or possession of units in the manner provided for in the Declaration of Condominium or the Association Bylaws.
- (g) To enforce through legal means the Condominium Act, the Declaration of Condominium, the Bylaws of the Association, these Articles and any rule or regulations governing the use of the condominium that may be hereafter established.
- (h) To contract for the management of the condominium and delegate to a manager entity which may be affiliated with the developer, those powers and duties of which are not specifically required by the Condominium Act to be retained by the board of directors, and also to contract for the management or operation of those portions of the common

elements which are susceptible to such management or operation, or to enter leases for such common elements for the same purpose.

(i) To hire employees to perform the services needed for the proper operation of the condominium.

(k) To execute all of the rights, duties and obligations which may be granted to or imposed upon the Association pursuant to the Declaration of Condominium.

The Association shall, in exercising these and all other powers, be subject to and act in accordance with the condominium Act, the declaration of condominium, the association Bylaws, and these Articles. The Association shall distribute no part of its income to its members, directors, or officers, and if the Association is dissolved, all its assets shall be transferred only to another nonprofit corporation or a public agency. All funds and all titles of any properties acquired by the Association and any proceeds therefrom shall be held in trust for the members in accordance with the Declaration of Condominium, the Association Bylaws, and these Articles.

ARTICLE VII **MEMBERSHIP**

All persons who own a vested present interest in fee to any unit in the Condominium, which is evidence by a proper instrument properly recorded in the public records of Alachua County, Florida, shall be members of the Association, and upon termination of the Association members at the time of the termination and their successors and assigns shall be members. Members' shares in the funds and assets of the Association may not be assigned, hypothecated, or transferred in any member except as an appurtenance to the unit for which the share is held. In all matters on which the membership is entitled to vote, each member of the Association shall have one vote proportionate to his share in the common elements, as provided for in the Declaration of Condominium and the Association Bylaws. The manner in which a vote is to be cast or exercised shall be determined by the Declaration of Condominium and the Association Bylaws.

ARTICLE VIII **VOTING RIGHTS**

8.1 **Voting Rights.** The Association shall have one (1) class of voting membership who shall be all Owners of Units. Each Unit shall have one full indivisible vote in all matters.

8.2 **Multiple Owners.** Each vote in the Association must be cast as a single vote, and fractional votes shall not be allowed. In the event that joint or multiple Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner or Owners cast a vote on behalf of a particular Unit, it shall thereafter be conclusively presumed for all purposes that he/she was, or they were, acting with the authority and consent of all other Owners thereof. In the event

more than the appropriate number of votes are cast for a particular Unit none of said votes shall be counted and said votes shall be deemed void.

ARTICLE IX

BOARD OF DIRECTORS

The business and affairs of the Association shall be managed by a Board consisting of the number of directors determined by the Association Bylaws, but in any event not less than three (3) directors. Directors need not be members of the Association nor reside in the condominium. The Board of Directors, its agents, contractors, or employees, shall exclusively exercise all of the powers of the association existing under the Condominium Act, the Declaration of Condominium, the Association Bylaws and these Articles, subject only to the approval of the unit owners when such approval is specifically required. The directors shall be elected at the annual meeting of the Association members in the manner provided for by the Association Bylaws. Directors may be removed, and vacancies on the board may be filled as provided for in the Association Bylaws. The members of the first Board of Directors shall be appointed by the Developer and shall serve terms as provided in the Association Bylaws, and they or their replacements appointed by the Developer shall serve until such time as unit owners other than the Developer are permitted to elect directors as provided by the Condominium Act in 718.301(1)(a)-(e) F.S., as follows:

- (1) When unit owners other than the developer own 15 percent or more of the units in a condominium that will be operated ultimately by an association, the unit owners other than the developer shall be entitled to elect no less than one-third of the members of the board of administration of the association. Unit owners other than the developer are entitled to elect not less than a majority of the members of the board of administration of an association:
 - (a) Three years after 50 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;
 - (b) Three months after 90 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;
 - (c) When all the units that will be operated ultimately by the association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the developer in the ordinary course of business;
 - (d) When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the developer in the ordinary course of business; or

- (e) Seven years after recordation of the declaration of condominium; or, in the case of an association which may ultimately operate more than one condominium, 7 years after recordation of the declaration for the first condominium it operates; or, in the case of an association operating a phase condominium created pursuant to s. 718.403, 7 years after recordation of the declaration creating the initial phase,

whichever occurs first. The developer is entitled to elect at least one member of the board of administration of an association as long as the developer holds for sale in the ordinary course of business at least 5 percent, in condominiums with fewer than 500 units, and 2 percent, in condominiums with more than 500 units, of the units in a condominium operated by the association. Following the time the developer relinquishes control of the association, the developer may exercise the right to vote any developer-owned units in the same manner as any other unit owner except for purposes of reacquiring control of the association or selecting the majority members of the board of administration.

or at an earlier date at the discretion of the Developer as provided for in the Association Bylaws. The names and addresses of the first Board of Directors who shall hold office until appointment or election of their successors pursuant to these Articles are:

<u>Name</u>	<u>Address</u>
David D. Burt	13029 SW 31 st Avenue, Archer, FL 32618
Justina H. Burt	13029 SW 31 st Avenue, Archer, FL 32618
Henry J. Hughes	8224 Hall Lane, St. Augustine, FL 32092

Once the Developer relinquishes its right to appoint the Board of Directors, the Members shall elect the directors. All successor directors shall serve for terms of one (1) year each, or until his successor shall have been elected and qualified.

ARTICLE X **OFFICERS**

The affairs of the Association shall be administered by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at the first meeting, and they shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>Office</u>	<u>Name</u>	<u>Address</u>
President	Justina H. Burt	13029 SW 31 st Avenue, Archer, FL 32618
Sec./Treas.	David D. Burt	13029 SW 31 st Avenue, Archer, FL 32618

ARTICLE XI **INDEMNIFICATION**

11.1 Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding whether civil, criminal, administrative or investigative, or any settlement of any proceeding, or any appeal from such proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, or having served at the Association's request as a director or officer of any other corporation, whether or not he is a director or officer at the time such expenses are incurred, regardless of by whom the proceeding was brought, except in relation to matters as to which any such director or officer shall be adjudged liable for gross negligence or willful misconduct, provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

11.2 Expenses incurred in defending a suit or proceeding whether civil, criminal, administrative or investigative may be paid by the Association in advance of the final disposition of such action, suit or proceeding if authorized by all of the non-interested directors upon receipt of an undertaking by or on behalf of the director or officer to repay such amount if it shall ultimately be determined that he is not to be indemnified by the Association as authorized by these Articles of Incorporation.

11.3 The Association shall have the power to purchase at its expense and maintain insurance on behalf of any person who is or was a director or officer of the Association, or is or was serving at the request of the Association as a director or officer of another Association, 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 these Articles.

ARTICLE XII **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 XIII **AMENDMENTS**

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

13.1 **Resolution.** The Board of Directors or any Member may propose a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the annual or a special meeting.

13.2 **Notice.** Within the time and in the manner provided in the Bylaws for the giving of notice of meetings of Members, written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record entitled to vote thereon. If the meeting is an annual meeting, the proposed amendment or such summary shall be included in the notice of such annual meeting.

13.3 **Vote.** 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 all Members entitled to vote thereon.

13.4 **Multiple Amendments.** Any number of amendments may be submitted to the Members and voted upon by them at one meeting.

13.5 **Agreement.** 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 subsections 13.1 through 13.3 had been satisfied.

13.6 **Action Without Directors.** The Members may amend these Articles without an act of the Directors at a meeting for which notice of the changes to be made is given.

13.7 **Limitations.** No amendment shall change in the qualifications for membership, voting or property rights of Members, the Association's obligation under Article VI of these Articles to exercise its powers in accordance with the Condominium Act, the Declaration of Condominium, the Bylaws, and these Articles, or its obligation under Article VI concerning distribution of Association income, dissolution, and the holding of all funds and titles to properties acquired by the Association for the benefit of unit owners, without approval in writing by all Members and the joinder of all record owners of mortgages on units. No amendment shall be made that is in conflict with the Declaration of Condominium or the Condominium Act. So long as the Developer shall own any lands within the Development Plan, no Developer related amendment shall be made to the Declaration, or to the Articles or Bylaws of the Association unless such amendment is first approved in writing by the Developer.

13.8 **Filing.** A copy of each amendment shall be certified by the Secretary of State, State of Florida, and be recorded in the Public Records of Alachua County, Florida.

ARTICLE XIV
SUBSCRIBER

The names and addresses of the Subscribers to these Articles of Incorporation are:

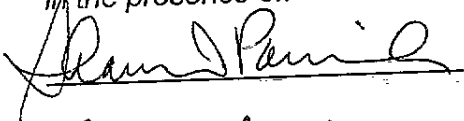
<u>Name</u>	<u>Address</u>
David D. Burt	13029 SW 31 st Avenue, Archer, FL 32618
Justina H. Burt	13029 SW 31 st Avenue, Archer, FL 32618

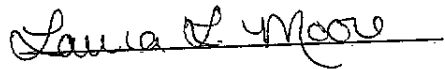
ARTICLE XV
NON-STOCK CORPORATION

The Association is organized on a non-stock basis and shall not issue shares of stock evidencing membership in the Association; provided, however, that membership in the Association may be evidenced by a certificate of membership which shall contain a statement that the Association is a corporation not for profit.

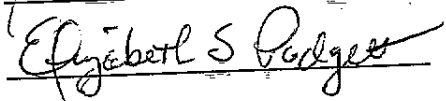
IN WITNESS WHEREOF, the undersigned Subscribers have caused these presents to be executed as of this 6th day of November, 2001.

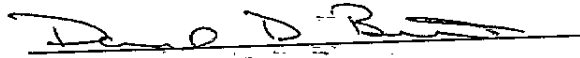
*Signed, sealed and delivered
in the presence of:*










DAVID D. BURT


JUSTINA H. BURT

STATE OF FLORIDA
COUNTY OF ALACHUA

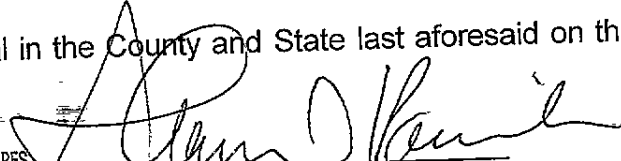
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **DAVID D. BURT**, to me known to be one of the subscribers described in the foregoing Articles of Incorporation, and

having taken an oath, he acknowledged and swore to the execution of the said Articles of Incorporation for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid on this 6th day of November, 2001.



Sharon D. Parrish
MY COMMISSION # CC882829 EXPIRES
December 17, 2003
BONDED THRU TROY FAIN INSURANCE, INC.


Notary Public, State of Florida

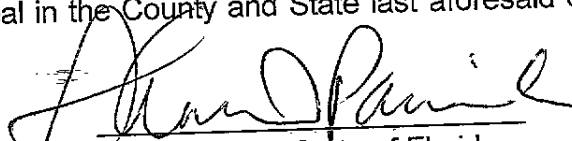
STATE OF FLORIDA
COUNTY OF ALACHUA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **JUSTINA H. BURT**, to me known to be one of the subscribers described in the foregoing Articles of Incorporation, and having taken an oath, she acknowledged and swore to the execution of the said Articles of Incorporation for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid on this 31 day of OCT., 2001.



Sharon D. Parrish
MY COMMISSION # CC882829 EXPIRES
December 17, 2003
BONDED THRU TROY FAIN INSURANCE, INC.


Notary Public, State of Florida

ACCEPTANCE BY REGISTERED AGENT:

The undersigned, having been named to act as Registered Agent for the corporation named herein, acknowledges said appointment and agrees to serve in such capacity and perform the duties associated therewith.


DAVID D. BURT