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ACCOUNT NO. : 072100000032

REFERENCE : 686149 82866A

AUTHORIZATION : *Patricia Pizant*

COST LIMIT : \$ 87.50

02 JUL 31 PM 12:45  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS

ORDER DATE : July 31, 2002

ORDER TIME : 11:02 AM

ORDER NO. : 686149-005

CUSTOMER NO: 82866A

CUSTOMER: Mr. Craig B. Hill  
Clark, Campbell & Mawhinney,  
P.a.  
Suite 800  
500 South Florida Avenue  
Lakeland, FL 33801

RECEIVED  
02 JUL 31 AM 11:38  
DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

DOMESTIC FILING

NAME: THE PALMS OF ASHTON  
CONDOMINIUM ASSOCIATION, INC.

EFFECTIVE DATE:

600006818376--7

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  
XX CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Susie Knight - EXT. 1156

EXAMINER'S INITIALS: \_\_\_\_\_

\*SMITH JUL 31 2002

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**ARTICLES OF INCORPORATION  
OF  
THE PALMS OF ASHTON CONDOMINIUM ASSOCIATION, INC.  
A CORPORATION NOT FOR PROFIT**

02 JUL 31 PM 12:45  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS

In compliance with the requirements of the Laws of the State of Florida, and for the purpose of forming a corporation not for profit, the undersigned does hereby acknowledge:

1. Name of Corporation. The name of the corporation is THE PALMS OF ASHTON CONDOMINIUM ASSOCIATION, INC. (the "Condominium Association").

2. Principal Office. The initial principal office of the Condominium Association is 500 South Florida Avenue, Suite 700, Lakeland, Florida 33801. The mailing address of the Condominium Association is Post Office Box 5252, Lakeland, Florida 33807.

3. Registered Office - Registered Agent. The street address of the Registered Office of the Condominium Association is 500 South Florida Avenue, Suite 800, Lakeland, Florida 33801. The name of the Registered Agent of the Condominium Association is: Ronald L. Clark.

4. Declarations. A declaration entitled the Master Declaration of Covenants, Conditions and Restrictions for Lake Ashton Golf Club, as recorded in Official Records Book 4928, Page 1653, of the Public Records of Polk County, Florida, as amended by the First Amendment to Master Declaration of Covenants, Conditions and Restrictions for Lake Ashton Golf Club, as recorded in Official Records Book 4960, Page 1536, of the Public Records of Polk County, Florida, and as amended by the Second Amendment to the Master Declaration of Covenants, Conditions and Restrictions for Lake Ashton Golf Club, as recorded in Official Records Book 5009, Page 1648, of the Public Records of Polk County, Florida, as it may be amended from time to time (collectively the "Declaration"), being the Master Declaration to which all of the residential properties within Lake Ashton Golf Club, including The Palms of Ashton Condominium (the "Condominium"), are or will be subjected, as imposed by Lake Ashton Development Group, LLC, a Florida limited liability company (the "Declarant"). Additionally, a declaration entitled Declaration of Condominium of The Palms of Ashton, A Condominium, as it may be amended from time to time, will be recorded in the Public Records of Polk County, Florida (the "Condominium Declaration"), by which the Condominium is submitted by Developer to the condominium form of ownership in accordance with the Act (defined hereafter). All of the residential properties within the Condominium will also be subject to the Condominium Declaration (in addition to the Declaration) as imposed by Declarant.

5. Definitions. All initially capitalized terms not defined herein shall have the meanings set forth in the Condominium Association Bylaws and the Bylaws of Lake Ashton Homeowners Association, Inc. (collectively the "Bylaws"), the Declaration, the Condominium Declaration, and the Condominium Act, Chapter 718, Florida Statutes (the "Act"), as applicable.

6. Purpose of Condominium Association. The Condominium Association is formed to:

6.1. Provide for ownership, operation, maintenance and preservation of the Condominium

Association Property and the Common Elements, if any, and improvements thereon.

6.2. Perform the duties delegated to it in the Declaration and Condominium Declaration.

6.3. Administer the interests of the Condominium Association and the Dwelling Unit Owners.

6.4. Promote the health, safety and welfare of the Dwelling Unit Owners.

6.5. Collect assessments and other amounts due, if any, to Lake Ashton Homeowners Association, Inc., a not for profit Florida corporation (the "Association") and the Condominium Association and remit the same to the Association and the Condominium Association, as applicable.

7. Not For Profit. The Condominium Association is a not for profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its Members.

8. Powers of Condominium Association. The Condominium Association shall, subject to the limitations and reservations set forth in the Declaration and Condominium Declaration, have all the powers, privileges and duties reasonably necessary to discharge its obligations, including, but not limited to the following:

8.1. To perform all the duties and obligations of the Condominium Association set forth in the Declaration, Condominium Declaration, these Articles, and the Bylaws.

8.2. To enforce, by legal action or otherwise, the provisions of the Declaration, the Condominium Declaration, these Articles, and the Bylaws, and the rules, regulations, covenants, restrictions and/or agreements governing or binding the Condominium Association and Lake Ashton Golf Club and the Condominium.

8.3. To fix, levy, collect and enforce payment, by any lawful means, of all Assessments payable pursuant to the terms of the Declaration, the Condominium Declaration, these Articles, and the Bylaws.

8.4. To pay all Condominium Association expenses, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the Common Elements, if any, or other property of the Condominium Association.

8.5. To acquire (by gift, purchase, or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including the Common Elements) in connection with the functions of the Condominium Association except as limited by the Declaration and the Condominium Declaration.

8.6. To borrow money, and to mortgage, pledge or hypothecate any or all of its real or personal property as security for money or debts incurred.

8.7. 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 Declaration and Condominium Declaration, if any.

8.8. To participate in mergers and consolidations with other not for profit corporations organized for the same purposes.

8.9. To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions, or agreements governing the Condominium Association, the Condominium, the Common Elements, Condominium Property, and Dwelling Units, as provided in the Declaration and Condominium Declaration and to effectuate all of the purposes for which the Condominium Association is organized.

8.10. To have and to exercise any and all powers, rights and privileges which a not for profit corporation organized under the Laws of the State of Florida may now, or hereafter, have or exercise.

8.11. To employ personnel and retain independent contractors to contract for management of the Condominium Association, the Condominium, and the Common Elements, if any, as provided in the Declaration and Condominium Declaration and to delegate in such contract all or any part of the powers or duties of the Condominium Association.

8.12. To contract for services, if any, to be provided to, or for the benefit of, the Condominium, the Condominium Association, Dwelling Unit Owners, and the Common Elements, as provided in the Declaration and Condominium Declaration such as, but not limited to, maintenance, garbage pick-up, and utility services. The Board shall not approve any contract with a contingency payment without the approval of the Members.

8.13. To establish committees and delegate certain of its functions to those committees.

9. Condominium Association Lawsuits. The Condominium Association shall have no duty to bring any suit against any party and the Condominium Association is permitted to apply a rule of reasonableness when determining whether to bring suit against any party. Notwithstanding anything to the contrary, the Condominium Association shall be required to obtain the approval of three-fourths (3/4) of all Dwelling Unit Owners (at a duly called meeting of the Dwelling Unit Owners at which a quorum is present) prior to the payment of or contracting for legal or other fees or expenses to persons or entities engaged by the Condominium Association in contemplation of a lawsuit or for the purpose of suing, or making, preparing, or investigating any lawsuit, or commencing any lawsuit other than for the purposes set forth in the Declaration and Condominium Declaration.

10. Voting Rights. Each Dwelling Unit Owner and Declarant shall be a Member of the Association and the Condominium Association. Dwelling Unit Owners and Declarant shall have the voting rights set forth in the Declaration, Condominium Declaration, and the Bylaws, as applicable, however, the Bylaws shall not be inconsistent with the Declaration or Condominium

Declaration.

11. Board of Directors. The affairs of the Condominium Association shall be managed by a Board of odd number with not less than three (3) nor more than five (5) members. The initial number of Directors shall be three (3). The names and addresses of the initial Directors of the Condominium Association are as follows:

Lawrence W. Maxwell	500 South Florida Avenue, Suite 700 Lakeland, Florida 33801
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Lawrence T. Maxwell	500 South Florida Avenue, Suite 700 Lakeland, Florida 33801
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Mark E. Schreiber	549 Pope Avenue Northwest Winter Haven, Florida 33883
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Board members shall be appointed and/or elected as stated in the Bylaws. The election of Directors shall be initially held on the date Declarant no longer has the ability to appoint Directors and thereafter at the annual members meeting. Directors shall be elected for a term expiring on the date of the next annual meeting.

12. Dissolution. In the event of the dissolution of the Condominium Association other than incident to a merger or consolidation, any Dwelling Unit Owner may petition the Circuit Court having jurisdiction over the Condominium for the appointment of a receiver to manage the affairs of the dissolved Condominium Association and to manage the Common Elements, if any, in the place and stead of the Condominium Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Condominium Association and its properties.

13. Duration. The Condominium Association shall have perpetual existence.

14. Amendments.

14.1. General Restriction on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these Articles shall affect the rights of Declarant unless such amendment receives the prior written consent of Declarant, which may be withheld for any reason whatsoever. No amendment shall be effective until it is recorded in the Public Records.

14.2. Amendments Prior to the Turnover Date. Prior to the Turnover Date, Declarant shall have the right to amend these Articles as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Declarant's right to amend under this Section is to be construed as broadly as possible. In the event that the Condominium Association shall desire to amend these Articles prior to the Turnover Date, the Condominium Association must first obtain Declarant's prior written consent to any proposed amendment. After receiving the Declarant's consent to the proposed amendment, an amendment identical to that approved by Declarant may be adopted by the Condominium Association pursuant to the requirements for amendments from and after the

Turnover Date. After approval of the amendment by the Board, Declarant shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

14.3. Amendments After the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth above, these Articles may be amended with the approval of two-thirds (66 2/3 %) of the Board or the membership of the Condominium Association.

15. Limitations.

15.1. Declarations are Paramount. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights, and obligations set forth in the Declaration and the Condominium Declaration.

15.2. Rights of Declarant. There shall be no amendment to these Articles which shall abridge, reduce, amend, affect or modify the rights of Declarant.

15.3. Bylaws. These Articles shall not be amended in a manner that conflicts with the Bylaws.

16. Officers. The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers (collectively the "Officers") as the Board shall from time to time determine. Officers shall be appointed/elected as stated in the Bylaws.

17. Indemnification of Officers and Directors. The Condominium Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which such Director or Officer may be made a party by reason of being or having been a Director or Officer of the Condominium Association, including reasonable counsel fees and paraprofessional fees at all levels of proceeding. This indemnification shall not apply to matters wherein the Director or Officer shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officer may be entitled.

18. Transactions in Which Directors or Officers are Interested. No contract or transaction between the Condominium Association and one (1) or more of its Directors or Officers or Declarant, or between the Condominium Association and any other corporation, partnership, association, or other organization in which one (1) or more of its Officers or Directors are officers, directors or employees or otherwise interested shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, a meeting of the Board thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose. No Director or Officer of the Condominium Association shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board which authorized the

contract or transaction.

19. Severability. Invalidation of any of the provisions of these Articles by judgment or court order shall in no way effect any other provision, and the remainder of these Articles shall remain in full force and effect.

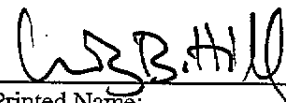
IN WITNESS WHEREOF, I, the undersigned subscribing incorporator, have hereunto set my hand and seal this 30th day of July, 2002, for the purpose of forming this corporation not for profit under the Laws of the State of Florida.

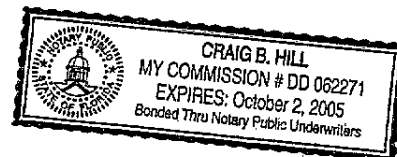
By:   
Lawrence T. Maxwell

P.O. Box 5252  
Lakeland, Florida 33807

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing Articles of Incorporation were acknowledged before me this 30th day of July, 2002, by Lawrence T. Maxwell, as incorporator of THE PALMS OF ASHTON CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation [ ☒ ] who is personally known to me or [ ☐ ] has produced a Florida driver's license as identification.

  
Printed Name: \_\_\_\_\_  
Notary Public  
State of Florida at Large  
My Commission Expires:

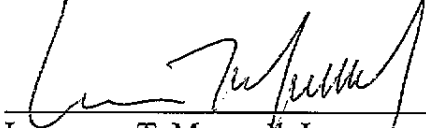


CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR  
THE SERVICE OF PROCESS WITHIN THIS STATE,  
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

The following is submitted pursuant to Sections 48.091 and 617.0501, Florida

Statutes:

That THE PALMS OF ASHTON CONDOMINIUM ASSOCIATION, INC., desiring to organize under the laws of the State of Florida with its principal office as indicated in the Articles of Incorporation, at the City of Lakeland, County of Polk, State of Florida, and has named Ronald L. Clark, 500 South Florida Avenue, Suite 800, Lakeland, Florida 33801 as its agent to accept service of process within this state.

  
\_\_\_\_\_  
Lawrence T. Maxwell, Incorporator

Date: July 30, 2002

ACKNOWLEDGMENT:

Having been named to accept service of process for the above-stated corporation, at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.

  
\_\_\_\_\_  
Ronald L. Clark, Registered Agent

Date: July 30, 2002

02 JUL 31 PM 12:45  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS