

N02000007914

Requester's Name

Address

City/



Sam Morrow
4040 Golfside Dr.
Orlando, FL 32808

FILED STATE
SECRETARY OF
TALLAHASSEE, FLORIDA
02 OCT 15 AM 9:55

Office Use Only

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

1. _____
(Corporation Name) (Document #)

2. _____
(Corporation Name) (Document #)

3. _____
(Corporation Name) (Document #)

500008372085--9
-10/15/02--01030--009
*****78.75 *****78.75

4. _____
(Corporation Name) (Document #)

- Walk in
- Mail out
- Pick up time
- Will wait
- Photocopy
- Certified Copy
- Certificate of Status

NEW FILINGS

- Profit
- Not for Profit
- Limited Liability
- Domestication
- Other

AMENDMENTS

- Amendment
- Resignation of R.A., Officer/Director
- Change of Registered Agent
- Dissolution/Withdrawal
- Merger

OTHER FILINGS

- Annual Report
- Fictitious Name

REGISTRATION/QUALIFICATION

- Foreign
- Limited Partnership
- Reinstatement
- Trademark
- Other

D. WHITE OCT 16 2002

9

Examiner's Initials

FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

02 OCT 15 AM 9:55

**ARTICLES OF INCORPORATION
OF**

**HARMONY HILLS
HOMEOWNERS ASSOCIATION, INC.**

THE UNDERSIGNED, for the purposes of forming a corporation not for profit under and pursuant to Chapter 617, Florida Statutes, certifies that:

**ARTICLE I
NAME**

The name of this corporation is **HARMONY HILLS HOMEOWNERS ASSOCIATION, INC.**, a Florida not for profit corporation, hereinafter referred to as the "Association".

**ARTICLE II
DEFINITIONS**

All terms defined in the Declaration of Protective Covenants, Conditions and Restrictions For Harmony Hills, recorded in Official Records Book 5139, Page 1321, of the Public Records of Polk County, Florida (the "Covenants") shall have the same meanings when used herein.

**ARTICLE III
INITIAL REGISTERED OFFICE AND AGENT**

The initial registered office of this Association shall be located at 4040 Golfside Drive, Orlando, Florida, 32808 and the initial registered agent of the Association is Samuel D. Morrow. The Association may change its registered office location and agent, or both, from time to time without amendment of these Articles of Incorporation. The principal address of this Association shall be located at P O Box 947820, Maitland, Florida, 32794-7820.

**ARTICLE IV
PURPOSES AND POWERS OF THE ASSOCIATION**

Section 4.1. This Association is a corporation not for profit. No part of its net earnings shall inure to the benefit of any private shareholder or Member.

Section 4.2. The purposes for which this Association is organized are as follows:

Section 4.2.1. To establish, maintain, operate and provide all community services of every kind and nature required or desired by the Members including, without limitation, those services and function described in the Declaration of Protective Covenants, Conditions and Restrictions.

Section 4.2.2. To provide for the enforcement of the Covenants.

Section 4.2.3. To engage in such other activities as may be to the mutual benefit of the Members and the Owners of portions of the Subdivision.

Section 4.2.4. To own, operate and manage properties conveyed to it in accordance with the Covenants.

Section 4.2.5 To do such other things as may be necessary and property to carry out and accomplish the above purposes.

Section 4.3. In furtherance of the aforesaid purposes and powers, the Association shall have all of the powers of a Corporation organized under the Non-Profit Corporation Law of the State of Florida, which powers shall include, but are not limited to, the power:

Section 4.3.1. To fix, levy and collect all charges pursuant to the terms of the Declaration; to fix, levy and collect charges to pay any expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed.

Section 4.3.2. To bring and defend suits on behalf of the Association.

Section 4.3.3. To make and enforce reasonable rules and regulations governing the use of the property owned by the Corporation.

Section 4.3.4. To maintain, repair replace and operate those portions of the property that the Association has the duty or right to maintain, repair, replace and operate under these Articles and the By-Laws of the Corporation.

Section 4.3.5. To contract for the management of its property and to delegate to such contractors all powers and duties of the Corporation.

Section 4.3.6. To employ personnel to perform the services authorized by these Article and the By-Laws of the Association.

Section 4.3.7. To purchase insurance upon its property for the protection of the Association and its members.

Section 4.3.8. To reconstruct improvements constructed on its property after casualty or other loss.

Section 4.3.9. To make additional improvements to its property.

Section 4.3.10. To acquire and enter into agreements whereby it acquires leaseholds, memberships or other possessory or use interests in lands or facilities, whether or not contiguous.

Section 4.3.11. To exercise architectural control, either directly or through appointed committees. Such control shall be exercised pursuant to the Declaration.

ARTICLE V MEMBERS

Section 5.1. The members of this Association shall consist of all owners of record title to Lots in the Subdivision. The first Board of Directors named in these Articles of Incorporation and other Directors selected by the Class B member, regardless of such ownership of real property in the Subdivision, shall also be members of the corporation until termination of the Class B membership as provided in Section 5.3. hereof.

Section 5.2. Membership in this Association cannot be transferred in any manner except to the successor-in-interest of the Member.

Section 5.3. The Association shall have two (2) classes of member as follows:

(a) Class A Members. Class A members shall be all persons owning one (1) or more Lots.

(b) Class B Member. The Class B member shall be the Developer or its designated successor.

The Class B membership shall terminate at such time as (a) the then Class B member so designates in writing delivered to the Corporation, (b) on December 31, 2004, or (c) when ninety-five percent (95%) of the maximum number of Parcels allowed for the Subdivision have been conveyed to persons other than the Developer, whichever shall first occur.

ARTICLE VI VOTING RIGHTS

Section 6.1. Each Lot shall be entitled to one (1) vote. When more than one (1) person holds an ownership interest in any Lot, the vote for such Lot shall be exercised as the owners of all such interest determine among themselves, but in not event shall more than one (1) vote be cast with respect to each Lot. To be eligible to vote, the Member of the Association must be (a) a member in good standing, and (b) has not violated any of the terms and conditions of the Association Declaration.

Section 6.2. The Class B member shall be entitled to a number of votes equal to three times the total number of Class A votes at any time. The Class B membership shall cease and be converted to Class A membership upon turnover of the Association as set forth in Article VII herein.

**ARTICLE VII
TURNOVER**

Section 7.1. The Turnover of the Association by the Developer shall occur at the time specified in Article V hereof.

Section 7.2. The purpose of the turnover meeting shall be to elect directors to the Association. No more than sixty (60) days and no less than thirty (30) days prior to the Turnover meeting, the Association shall notify in writing all Class A Members of the date, location and purpose of the turnover meeting.

**ARTICLE VIII
BOARD OF DIRECTORS**

Section 8.1. The names and address of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, are as follows:

Samuel D. Morrow	P Box 947820 Maitland, FL 32794-7820
Beverly B. Boatwright	P O Box 947820 Maitland, FL 32794-7820
Nancy G. Morrow	P O Box 947820 Maitland, FL 32794-7820

Section 8.2. The business and affairs of the Association shall be managed by the Board of Directors consisting of not less than three (3) Directors nor more than five (5) Directors. Any Director appointed by the Developer need not be a Member of the Association. All Directors not appointed by the Developer shall be (a) a Member in good standing, and (b) has not violated any of the terms and conditions of the Association Declaration. Each Director elected by Members shall be elected at the time and in the manner provided for in the By-Laws. Any Director appointed by the Class B Member shall serve at the pleasure of the Class B Member and may be removed from office, and a successor Director may be appointed at any time by the class B Member.

**ARTICLE IX
OFFICERS**

The officers of the Association shall consist of a President, one (1) or more Vice-Presidents, a Secretary and a Treasurer. The officers in the Association shall be elected by the Board of Directors of the Association in accordance with the provisions of the By-Laws of the Association. Any two (2) or more offices may be held by the same person except the offices of President and Secretary. The initial officers are:

Samuel D. Morrow
Beverly B. Boatwright
Nancy G. Morrow

President
Vice-President
Secretary-Treasurer

ARTICLE X INDEMNIFICATION

Section 9.1. Third Party Actions. 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 completed action, suit or proceeding, or appeal therefrom, whether civil, criminal, administrative, investigative or otherwise (other than any action by or in the right of the Association) by reason of the fact that he or his testator or intestate is or was a director, officer or employee of the Association, or at the express or implied request of the Association is or was serving as a director, trustee, officer or employee of another Association or a corporation, partnership, joint venture, trust or other enterprise (including, without limitation, any affiliated association, partnership, joint venture, trust or other enterprise), against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonable believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.

Section 9.2. Derivative Action. 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 completed action or suit by or in the right of the Association, or appeal therefrom, to procure a judgment in its favor by reason of the fact that he or his testator or intestate is or was a director, officer of employee of the Association, or at the express or implied request of the Association is or was serving as a director, trustee, officer of employee of another Association or a corporation, partnership, joint venture, trust or other enterprise (including without limitation, any affiliated association, partnership joint venture, trust or other enterprise), against expenses (including attorney's fees and amounts paid in settlement) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association; provided, however, that no person shall be entitled to indemnification under this Section 9.2 in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misconduct in the performance of his duty to the Association.

Section 9.3. Successful Defense. To the extent that a director, officer or employee has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 9.1 or 9.2 of this Article IX, or in defense of any claim, issue or matter therein, such determination shall constitute conclusive evidence of such person's right to be indemnified against expenses (including attorney's fees) actually and reasonable incurred by him in connection therewith, and the President or a Vice President of the Association shall direct the reimbursement of all such expenses to such person.

Section 9.4. Determination of Propriety of Indemnification. No person seeking indemnification under Section 9.1 or 9.2 of this Article IX shall be indemnified unless pursuant to a determination by a court or unless the Board of Directors or the shareholders in good faith by a majority vote of a quorum of directors or shareholders, as the case may be, who were not parties to such action, suit or proceeding determine that the standards set forth in such Sections have been met in the circumstances. The Association may provide for additional indemnification and the rights to any person (including, without limitation, those persons referred to in Section 9.1 and 9.2 of this Article IX), in each case except as otherwise ordered by a court or prohibited by law.

Section 9.5. Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent 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 provision of this Article.

ARTICLE X DISPOSITION OF ASSETS UPON DISSOLUTION

The Association may be dissolved with the assent given by not less than two-thirds (2/3) of the votes of each Class of Members. No member, director or officer of the Association or other private individual shall be entitled to share in the distribution of any of the corporate assets upon dissolution of the Association. Unless agreed to the contrary by seventy-five percent (75%) of each and every class of membership, upon dissolution of the Association, the assets of the Association shall be granted, conveyed and assigned to an appropriate public body, agency or agencies, utility or utilities or any one (1) or more of them or to any one (1) or more non-profit associations, trusts or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. No disposition of the Association's assets shall divest or diminish any right or title of any member vested in him under recorded covenants and restrictions applicable to such assets unless made in accordance with the provisions of such covenants.

ARTICLE XI AMENDMENT OF ARTICLES

These Articles may be amended by an affirmative vote of two-thirds (2/3) of the members of the Association entitled to vote.

ARTICLE XII BY-LAWS

The first By-Laws of the Association will be adopted by the Directors named herein governing the conduct of the affairs of the Association. The By-Laws shall be altered, amended or rescinded as provided in the By-Laws.

**ARTICLE XIII
SUBSCRIBERS**

The names and addresses of the subscribers to these Articles are as follows:

Samuel D. Morrow

P O Box 947820
Maitland, FL 32794-7820

Beverly B. Boatwright

P O Box 947820
Maitland, FL 32794-7820

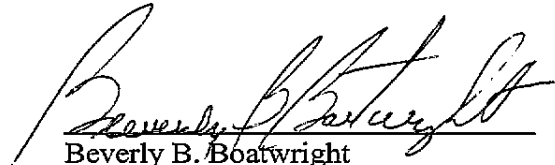
Nancy G. Morrow

P O Box 947820
Maitland, FL 32794-7820

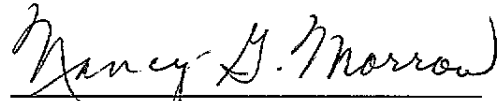
IN WITNESS WHEREOF, the undersigned subscribers have executed these Articles of Incorporation this 8th day of October, 2002.



Samuel D. Morrow
P O Box 947820
Maitland, FL 32794-7820



Beverly B. Boatwright
P O Box 947820
Maitland, FL 32794-7820



Nancy G. Morrow
P O Box 947820
Maitland, FL 32794-7820

STATE OF FLORIDA

COUNTY OF ORANGE

BEFORE ME, the undersigned Notary Public, personally appeared Samuel D. Morrow,

FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

OCT 5 AM 9:55

Beverly B. Boatwright, and Nancy G. Morrow, who are personally known by me and who, after being first duly sworn, deposed and said that the foregoing articles of Incorporation were prepared under the direction and they had knowledge of the facts stated therein, that said facts are true, and that they executed the same freely and voluntarily and for the purposes stated therein.

Given under my hand and official seal this 8th day of October, 2002.

Deborah S. Henderson
Notary Public
(Notarial Seal)



Deborah S. Henderson
MY COMMISSION # CC826644 EXPIRES
April 14, 2003
BONDED THRU TROY FAUN INSURANCE, INC.

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

In compliance with Section 48.091, Florida Statutes, the following is submitted:

HARMONY HILLS HOMEOWNERS ASSOCIATION, INC., desiring to organize as a corporation under the laws of the State of Florida with its registered office at 4040 Golfside Drive, Orlando, FL 32808, has named and designated **SAMUEL D. MORROW** as its Registered Agent to accept service of process within the State of Florida.

ACKNOWLEDGMENT

HAVING BEEN NAMED to accept service of process for the above named 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 relating to the proper and complete performance of my duties as Registered Agent.

Dated this 8th day of October, 2002.

Samuel D. Morrow
Samuel D. Morrow
4040 Golfside Drive
Orlando, FL 32808