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SEC. OF STATE
TALLAHASSEE, FLORIDA

LAW OFFICES

MARTIN & MARTIN

A PROFESSIONAL ASSOCIATION

200 LAKE MORTON DRIVE
SUITE 300
LAKELAND, FLORIDA 33801
863-688-7611

MAILING ADDRESS
POST OFFICE BOX 117
LAKELAND, FLORIDA 33802

FACSIMILE: 863-688-7329
E-MAIL: Lakmo@aol.com

June 3, 2003

Division of Corporations
Department of State
Bureau of Corporations
Post Office Box 6327
Tallahassee, Florida 32314

Re: Articles of Incorporation of Brookside Bluff Subdivision Property Owners'
Association, Inc.

Greetings:

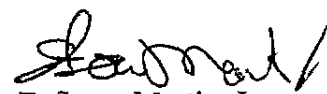
Herewith Articles of Incorporation of Brookside Bluff Property Owners' Association, Inc.,
together with a check for \$122.50, to cover the following costs:

Filing Fee	\$ 35.00
Certified Copy	52.50
Registered Agent Fee	<u>35.00</u>
TOTAL	\$122.50

Please return the certified copy to our office in the enclosed self addressed stamped envelope.

Call our office if you have questions 863-688-7611, extension 2. Thank you.

Your very truly,


E. Snow Martin, Jr.

ESMjr/kao

Enclosures

cc: C. Dane Rogers

ARTICLES OF INCORPORATION
OF
BROOKSIDE BLUFF SUBDIVISION
PROPERTY OWNERS' ASSOCIATION, INC.
(a Corporation Not for Profit)

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CLERK OF DISTRICT COURT
TALLAHASSEE, FLORIDA

We, the undersigned, do hereby associate ourselves together for the purpose of forming a Property Owners' Association.

ARTICLE I
Name

The name of this Association shall be Brookside Bluff Subdivision Property Owners' Association, Inc. (the "Association"), and it shall be located in Polk County, Florida.

ARTICLE II
Initial Registered Office and Agent

The street address of the initial registered office of the Association, until changed by the Board of Directors, shall be 200 Lake Morton Drive, Lakeland, Florida, 33801, and the name of the initial registered agent of the Association at that address is E. Snow Martin, Jr.

ARTICLE III
Purposes and Powers

The general purposes and powers for which the Association is formed are as follows:

- (1) To manage, maintain, construct and repair for the use of its members, their guests and invitees all common area improvements now on or to be placed upon Brookside Bluff Subdivision, Plat Book 121, Pages 42 and 43, Public Records of Polk County, Florida; which improvements shall be for recreational purposes and utilities in conjunction therewith, storm water management system together with all lawns, shrubbery and trees located thereupon. The use of said common facilities shall be governed in accordance with these Articles of Association and By-Laws hereinafter enacted.
- (2) To manage, maintain and repair ingress, egress and utility easements over, under and across said subdivision.
- (3) To establish rules and regulations of use and to maintain its ownership in any lot or parcel of real property that may be conveyed to the Association for the common use of all members.
- (4) To enforce the Restrictive Covenants and Conditions of the Brookside Bluff Subdivision, as recorded in O.R. Book 05366, Page 0863, Public Records of Polk County, Florida either on its own account or in conjunction with other lot owners.
- (5) To modify said Restrictive Covenants and Conditions on a reasonable basis to prevent undue hardship in the placement of any structures upon any lot in regard to the lot-line setback requirements and the placement of garages with a side-yard entrance.

- (6) To place easements of record, if necessary, for ingress and egress and utility and drainage along the perimeter of any lot-line in Brookside Bluff Subdivision, Plat Book 121, Pages 42 and 43, Public Records of Polk County, Florida.
- (7) To maintain and improve traffic control signs, subdivision and roadway name designation signs within Brookside Bluff Subdivision.
- (8) To maintain and improve private lighting for either decorative effect or security purposes within said subdivision.
- (9) To maintain by appointment or retainer, a Building Committee which need not consist of lot owners of Brookside Bluff Subdivision, to review plans and specifications required by said lot owners to be submitted in accordance with the Restrictive Covenants and Conditions of said Subdivision hereinabove referenced which Committee for and on behalf of the Association shall be given permission in writing or rejection in writing, as the case may be, to said lot owners as provided herein. No member of the Building Committee shall in any way be subject to liability in granting or failing to grant approval and permission of any plans, specifications and requests brought before said Committee by any person whomsoever.
- (10) 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.
- (11) To obtain insurance for loss purposes, whether by casualty or liability, covering Directors, Officers, Committee members and employees of the Association. Further, it may bond, if desired, Directors, Officers and employees of the Association.
- (12) To own and convey property and to pay real estate taxes and utilities attributable thereto and to the common improvements and use thereof.
- (13) It shall have the duty, to operate and maintain common property, specifically the surface water management system as permitted by the Southwest Florida Water Management District including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas and related appurtenances.
- (14) It shall have the right, but not the duty, to maintain improved or unimproved lots within Brookside Bluff Subdivision, wherein lot owners have failed to maintain same in keeping said lot free and clear of debris and trash and unsightly weeds and litter and to assess the costs thereof against said lot owner. It shall have an easement and license of entry over any lot within Brookside Bluff Subdivision for the purpose of this maintenance.
- (15) To determine, prepare, deliver notice of and collect assessments from the Association members for the purpose of the foregoing and to enforce liens for such assessments uncollected with interest, by legal action, if necessary.
- (16) To do every other act as may be reasonably necessary in carrying out that which has been empowered to it under those Restrictive Covenants and Conditions recorded in O.R. Book 05366, Page 0863, Public Records of Polk County, Florida; its Articles of Association; By-Laws; Rules and Regulations.
- (17) To transact any and all lawful business.
- (18) Contract for services to provide for operation and maintenance of the surface water

management system facilities if the association contemplates employing a maintenance company.

(19) Sue and be sued.

Each owner shall be a member of the Association. As a member, each lot owner shall be liable and obligated for payment of a pro-rata share per each member lot owner of the costs of surface water management, those ingress, egress and utility easements pertaining thereto and the use thereof, together with any sums that the membership in accordance with these Articles of Association may vote to spend for those purposes as outlined herein. Each lot membership shall bear equal proportion of each assessment regardless of a lot's location, dimension or size. Any unpaid assessment due at any time, shall be and become the obligation of a subsequent owner of a lot upon purchase of said lot.

During the month of December in each year, commencing in 2004 (or earlier should the Board of Directors so decide), 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 conducting old and new Association business for the ensuing year. Annual assessments shall be payable in advance on or before December 31st of each preceding year. The amount of an annual assessment will depend upon the financial requirements for maintenance, improvements and operation of the common area as desired by the Association members. Special Assessments for these purposes may from time to time be made by the Association.

The call for a meeting shall be in writing; shall state the meeting's purpose; shall designate the date (which shall be no less than thirty (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 on the books and records of the Association or to the lot owners' addresses as shown on the Polk County tax rolls. The amount of each year's annual assessments and charges shall be determined at the annual meeting by the affirmative written vote of a majority of those lot owners present, in person or proxy, at said meeting who, in voting, either affirmatively or negatively in writing, shall be deemed a member of the Association in accordance with Article IV.

Following the Association annual meeting, written annual assessments voted for by the membership for any of those purposes enumerated in Article III shall be mailed by the Association

to all lot owners who are members in accordance with Article IV. Annual assessments and charges shall apply to a calendar year, shall be deemed to be due as of January 1st of each 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.

The Association shall be empowered through its officers and Board of Directors to place a charging lien against the lot owner's property for non-payment of such assessments, charges and costs that have been properly made hereunder and in accordance with the Charter, By-Laws, Rules and Regulations of the Association. Removal of said lien shall require the payment of said lien amount, interest, recording costs and attorney fees. A lien shall be subordinate to a mortgage lien of any financial institution having a mortgage on said lot whether before or after said lien shall have been placed thereupon. In addition, any financial institution holding a mortgage on any lot and taking title thereto after default through foreclosure or otherwise, shall have no obligation toward the payment of accrued and uncollected assessments, charges and costs on the part of the Association that have accrued to the date that it has taken title to said lot.

ARTICLE IV Members

The Association shall have two classes of voting membership.

CLASS A. The Class A members shall be all owners, with the exception of the Declarant, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

CLASS B. The Class B members shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to a Class A membership on the happening of either of the following events, whichever occurs earlier:

- (1) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (2) On December 31, 2009.

The owner of each lot in Brookside Bluff Subdivision, Plat Book 121, Pages 42 and 43, Public Records of Polk County, Florida, as provided herein who shall pay the normal and any special assessments which may from time to time be fixed by the Board of Directors of the Association shall

be a member of the Association. The foregoing shall not include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be on the terms and conditions set forth herein as regulated by the Board of Directors of the Association, and it shall be appurtenant to and may not be separated from the ownership of any lots as outlined herein.

Membership shall be on a calendar year basis and shall automatically be transferred during a calendar year with the transfer of lot ownership. There shall be no proration, except as between lot owners of membership assessments, and any unpaid assessments due at any time shall be and become the obligation of a new lot owner upon the purchase of said lot.

A member not in good standing with the Association, shall include a member that has failed to pay any assessments, charges and costs, of the Association during the time period allowed for the payment of same. A member not in good standing with the Association may be denied the right to vote at the Association meetings or to hold office within the Association as well as the use of any recreational facilities within the common areas of the Association or the use thereof by immediate family members, guests and invitees.

ARTICLE V

The Association shall exist in perpetuity; however, if the Association is dissolved, the control or right of access to the property containing the surface water management system facilities shall be conveyed or dedicated to an appropriate governmental unit or public utility and that if not accepted, then the surface water management system facilities shall be conveyed to a non profit corporation similar to the association.

ARTICLE VI 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 first meeting of the Board of Directors immediately following the annual meeting of the Association.

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 (2) offices, the duties

of which are not incompatible.

ARTICLE VII
Officers

The names of the officers who are to serve until the first election of officers by the Board of Directors are:

William H. Loftin	President
Oscar W. Rogers, Jr.	Vice-President
C. Dane Rogers	Secretary/Treasurer

ARTICLE VIII
Directors

The Association shall have three (3) directors initially. Thereafter, the number of directors may be either increased or diminished from time to time by a vote of a majority of the membership present at any authorized meeting but shall never be less than three (3).

The names and addresses of the persons who are to serve on the first Board of Directors are:

William H. Loftin	5371 U.S. 98 South Highland City, Florida 33846
C. Dane Rogers	5431 U.S. 98 South Highland City, Florida 33846
Oscar W. Rogers, Jr.	5431 U.S. 98 South Highland City, Florida 33846

The initial directors shall serve until the first annual meeting of the Association and thereafter as provided for hereafter.

At each annual meeting, the members of the Association 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.

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 predecessor.

No member of the Board of Directors or any committee of the Association or any officer 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 him, acted in good faith, without willful or intentional misconduct.

The Board of Directors shall see that all assessments shall be assessed equally against all lot owners as outlined herein. Where there are multiple owners of any lots, such owners shall be jointly and severally liable for the payment of the Assessments.

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 IX Amendments

The Association through its membership shall have the absolute right to modify all of the Restrictive Covenants and Conditions pertaining to Brookside Bluff Subdivision as recorded in O.R. Book 05366, Page 0863, Public Records of Polk County, Florida, by amendment, deletion or addition thereto upon the written direction of seventy-five percent (75%) or more of the membership in the Association, except that any amendment which would affect the surface water management system, including the water management portions of the common area, must have the prior approval of the Southwest Florida Water Management District or its successor agency and except that any amendment must have the prior written approval of the Declarant if the Declarant or his successors or assigns owns any Lot or Lots in the subdivision..

Other than the foregoing right to modify said Restrictive Covenants and Conditions pertaining to Brookside Bluff Subdivision, hereinabove referenced, other amendments to these Articles of Association shall 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 thirty (30) days notice by mail shall have been given to all members, setting forth, the proposed amendments.

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 2nd day of June, 2003.

SUBSCRIBERS

ADDRESS

William H. Loftin
WILLIAM H. LOFTIN

5371 U.S. 98 South
Highland City, Florida 33846

C. Dane Rogers
C. DANE ROGERS

5431 U.S. 98 South
Highland City, Florida 33846

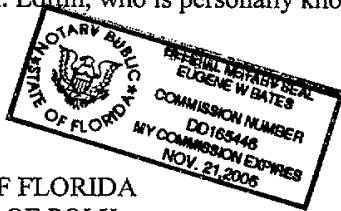
Oscar W. Rogers, Jr.
OSCAR W. ROGERS, JR.

5431 U.S. 98 South
Highland City, Florida 33846

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 3 day of June, 2003, by William H. Loftin, who is personally known to me.

(SEAL)

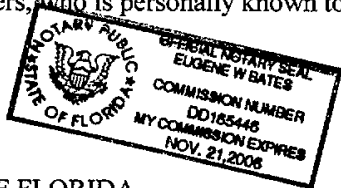


Eugene W. Bates
Notary Public Eugene W. Bates

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 3 day of June, 2003, by C. Dane Rogers, who is personally known to me.

(SEAL)

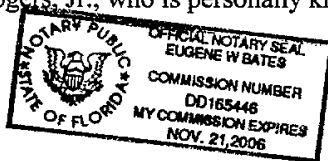


Eugene W. Bates
Notary Public Eugene W. Bates

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 3 day of June, 2003, by Oscar W. Rogers, Jr., who is personally known to me.

(SEAL)



Eugene W. Bates
Notary Public Eugene W. Bates

CERTIFICATE DESIGNATING PLACE OF BUSINESS

OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS

STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

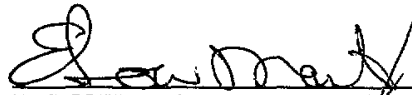
In pursuance of Chapter 48.091 and Chapter 617.023, Florida Statutes, the following is submitted, in compliance with said Acts:

That Brookside Bluff Subdivision Property Owners' Association, Inc. desiring to organize a corporation not for profit under the Laws of the State of Florida with its principle office, as indicated

in the Articles of Association, at 200 Lake Morton Drive, Lakeland, Florida 33801, as its Agent to accept Service of Process within the State.

ACKNOWLEDGMENT

Having been named to accept Service of Process for the above stated corporation, at place designated in the 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.



E. SNOW MARTIN, JR., Resident Agent

FILED
03 JUN -6 PM 2:35
STATE
TALLAHASSEE, FLORIDA