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FLORIDA NON-PROFIT CORPORATION

grand oaks homeowners association of alachua county

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ARTICLES OF INCORPORATION

2003 JUL -7 AM 7:56

OF

GRAND OAKS HOMEOWNERS ASSOCIATION OF ALACHUA COUNTY, FLORIDA

Pursuant to the provisions of Chapter 617, Florida Statutes, we, the undersigned natural person competent to contract, acting as incorporator of a corporation not-for-profit, hereby adopts the following Articles of Incorporation:

ARTICLE I NAME

The name of the corporation is Grand Oaks Homeowners Association of Alachua County, Inc., hereinafter referred to as the "Association".

ARTICLE II PRINCIPAL OFFICE AND MAILING ADDRESS

The principal office and mailing address of the Association is 325 NE 2nd Street, High Springs, Florida 32643.

ARTICLE III TERM OF EXISTENCE

The existence of the Association will commence upon filing these Articles with the Department of State, State of Florida, and shall continue thereafter in perpetuity, or until the Association is otherwise dissolved by the lot owners, governmental entity, or by law.

ARTICLE IV PURPOSE

The Association is organized for the purpose of supervising, repairing, replacing, operating and maintaining the real and personal property which is owned or controlled by the Association or the owners in common in a manner consistent with the permit issued by the Suwannee River Water Management District and for any other purpose necessary to maintain a high standard of living, including but not limited to the security, health and esthetics of Grand Oaks and its residents.

A. To continue collecting the dues and assessments established by the developer as well as any new assessments deemed necessary by two thirds (2/3) of the lot owners, in order to maintain or improve the quality of life in Grand Oaks;

B. To enforce the collection of dues and assessments;

C. To borrow money after approval of two-thirds (2/3) of the Owners;

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D. To establish a plan review committee that must approve the construction of any structure or external alterations thereto prior to construction commencing. To enforce the "DECLARATION OF COVENANTS AND RESTRICTIONS FOR GRAND OAKS SUBDIVISION";

E. To pay the debts and obligations of the Association including but not limited to the cost of road and drainage maintenance, landscaping, common area improvements, etc;

F. Purchase and maintain insurance on the property owned or controlled by the Association, as well as insurance to protect the liability of the Officers and Directors of the Association;

G. To make, amend, impose, and enforce by any lawful means, reasonable rules and regulations or use of the common areas and association property;

H. To contract for services with others;

I. To do and perform anything required by these Articles, the By-laws, or the Declaration, to be done by the Owner, but if not done by the Owner in a timely manner, at the expense of Owner;

J. To do and perform any obligations imposed upon the Association by the Declaration or by any permit or authorization from any unit of local, regional, state, or the federal government and to enforce by any legal means the provisions of these Articles, the By-laws and Declaration;

The foregoing specific duties and responsibilities are not construed in any way as limiting the powers of the Association. Rather, the Association will have and exercise all the powers conferred upon the Association so formed.

ARTICLE V MEMBERSHIP

The record owner or owners of each lot shall automatically be members of the Association, however each lot shall have only one vote. This shall not preclude more than one owner per lot from serving on any committee or board appointed by the Association members.

ARTICLE VI OFFICERS AND DIRECTORS

A majority of the Association members shall elect or appoint officers and/or directors of the Association.

The officers of this Association shall be a President and a Vice President, which shall at all times be members of the Board of Directors; a Secretary, a Treasurer, and such officers as the Board may from time to time by resolution create. The election of officers shall take place at the first meeting of the Board of Directors which shall follow each annual meeting of members. The names of the officers who are to serve until the first election of appointments are:

President	Neal S. Keys
Vice President	Carol Keys
Secretary	Kelly O'Neil
Treasurer	Kelly O'Neil

ARTICLE VII BOARD OF DIRECTORS

The affairs and property of this corporation shall be managed and governed by the Board of Directors composed of not less than three (3) nor more than five (5) persons. The first Board of Directors shall have three (3) members, and in the future, the number will be determined from time to time in accordance with the provisions of the By-Laws of the corporation. The number of Directors on the Board of Directors shall always be an odd number. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

<u>Name</u>	<u>Address</u>
Neal S. Keys	1911 NE 172nd Street N. Miami Beach, FL 33162
Carol Keys	1911 NE 172nd Street N. Miami Beach, FL 33162
Kelly O'Neil	325 NE 2nd Street High Springs, FL 32643

ARTICLE VIII INDEMNIFICATION

The Association hereby indemnifies any Director or Officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in their capacity as a Director or Officer of the Association, or in their capacity as

Director, Officer, employee or agent of any other corporation, partnership, joint venture, or other enterprise which they serve at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interest of the Association, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, should not in itself create a presumption that any such Director or Officer did not act in good faith in the reasonable belief that such action was in the best interests of the Association or that they had reasonable grounds or belief, that such action was unlawful.

ARTICLE IX INITIAL CONTROL BY DEVELOPER

Notwithstanding the other provisions in these Articles to the contrary, Neal S. Keys 1911 NE 172nd Street North Miami Beach Florida, and Dennis O'Neil 325 NE 2nd Street High Springs, Florida 32643, or their successors in interest shall act as Developer until Developer relinquishes that right or ceases to be the owner of the majority of any lots. The Developer, prior to relinquishing control of the Association or otherwise allowing control to transfer to the Directors of the Association, shall provide at least 30 days written notice to the Suwannee River Water Management District that all terms and conditions placed upon the Developer by permits or authorizations from the Suwannee River Water Management District have been satisfied in full and that transfer is proposed to occur on a specific date.

ARTICLE X ASSESSMENTS

The Association may borrow money, and with the assent of two-thirds (2/3) of each class of members, mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred:

The Association may dedicate, sell or transfer all or any part of the Common Open Space to any Public Agency or authority or utility for such purposes and subject to such conditions as may be provided in the Declaration.

ARTICLE XI BYLAWS AND AMENDMENT OF ARTICLES

Any changes to the By-laws or these Articles which directly or indirectly impact operation and maintenance of the surface water management system of Grand Oaks, including but without limitation, all lakes, ditches, retention or detention areas, drainage, etc. which are owned by the Association or the owners in common, may not be made

until they are approved by the Suwannee River Water Management District. Such Amendments shall be forwarded to the District within thirty (30) days of approval.

By-laws shall be initially adopted by the Board of Directors after which these By-laws may be amended, at a regular or special meeting of the lot owners. Any changes must be approved by at least 66% of the lot owners.

ARTICLE XII REGISTERED AGENT AND OFFICE

The initial registered agent shall be Neal S. Keys
Who shall maintain an office at 1911 NE 172nd Street N. Miami Beach, Fl
33162

ARTICLE XIII VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Developer and shall be entitled to one vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B member (s) shall be the Developer (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cause and converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

ARTICLE XIV DISSOLUTION OF ASSOCIATION

A. The Association may be dissolved with assent given in writing and signed by the holders of not less than two-thirds (2/3) of the total number of votes in each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for the purpose similar to those for which this Association was created, in the event dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes. Any action under this Article is subject to the procedures and requirements of Florida Statute 617.05.

B. Surface Water Management System

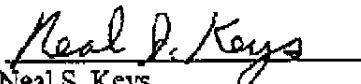
Prior to dissolution of this Association, all property, interest in property, whether real, personal, or mixed, which is directly or indirectly related to the surfacewater management system, including but without limitation, all lakes, ditches, canals, retention or detention areas, drainage, other surfacewater management works, and preservation or conservation areas, wetlands, and wetland mitigation areas which are owned by the Association or the owners in common, will be dedicated to and accepted for maintenance by the appropriate unit of government or otherwise transferred to and accepted for maintenance by an approved entity. Dedication or approval must be authorized by the Suwannee River Water Management District through modification of any and all permits or authorizations issued by the Suwannee River Water Management District. Such modification shall be made under the lawfully adopted rules of the Suwannee River Water Management District in effect at the time of application for such modification.

ARTICLE XV SUBSCRIBER AND INCORPORATOR

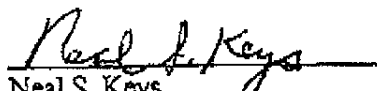
The name and address of the subscriber to these Articles is:

Neal S. Keys 1911 NE 172nd Street
North Miami Beach, FL 33162

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the Incorporator of this Association, has executed these Articles of Incorporation this 7th day of July 2003.


Neal S. Keys

Having been named to accept service for the above stated corporation, at the place designated in this Certificate, I hereby agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the designated office open.


Neal S. Keys

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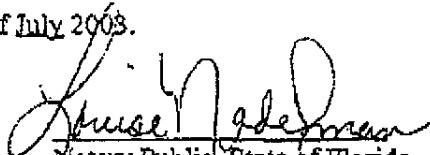
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STATE OF FLORIDA
COUNTY OF MIAMI-DADE

I HEREBY CERTIFY that on this day personally appeared before me, the
abovesigned authority, Neal S. Keys, well known to me to be the person of that name
described in and who executed the foregoing and he acknowledged before me that he
executed the said instrument as his free and voluntary act and deed for the uses and
purposes therein set forth and expressed.

Witness my hand and seal this 7th day of July 2003.


Notary Public, State of Florida

My Commission Expires:



Louise Nadelman
My Commission 00150486
Expires September 17 2006

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