

# N03000009922

ATTORNEYS' TITLE

Requestor's Name

Address

City/State/Zip

Phone #

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\*\*\*122.50 \*\*\*122.50

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

1. \_\_\_\_\_ (Corporation Name) \_\_\_\_\_ (Document #)
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NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	NonProfit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/ Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/ QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

FILED

98 SEP 21 PM 3:21

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

RECEIVED  
98 SEP 21 PM 2:15

Examiner's Initials

W 9-21-98

PIONEER TRAILS I, II & III PROPERTY OWNER'S ASSOCIATION, INC.

( A Corporation Not For Profit)

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

ARTICLE I

NAME

The name of this Association shall be Pioneer Trails I, II & III Property Owners' Association, Inc. (hereafter the Association), and it shall be located in Polk County, Florida.

ARTICLE II

INITIAL REGISTERED OFFICE & AGENT

The street address of the initial registered office of the Association, until changed by the Board of Directors, shall be 914 S. Fla Ave, St 209, Lind F133803 and the name of the initial registered agent of the Association at that address is Robert F. Harper IV.

ARTICLE III

PURPOSES AND POWERS

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

A. To manage, maintain, construct and/or repair all Drainage Retention Easements for the use and benefit of all property owners of Pioneer Trails I, II & III Subdivision as shown in legal attached as Schedule A. This property will be subdivided in three phases to contain approximately 167 lots. In this regard, the association shall operate and maintain said Drainage Easements and/or Drainage Retention Easements as common property in accordance with the surface water management system of the subdivision as permitted by the Southwest Florida Water Management District which shall include and not be limited to culverts and related appurtenances. It shall have an easement and/or drainage retention areas within Pioneer Trails I, II & III Property Owners' Association, Inc. Subdivision. This maintenance will include care and replanting, if necessary, of the wetland plants in the retention and mitigation areas.

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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## ARTICLE IX

### DIRECTORS

1. 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).

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

1. Robert F. Harper IV, P O Box 2784, Lakeland Florida 33806-2784
2. Guerry Jones, P O Box 2784, Lakeland Florida 33806-2784
3. John Petterson, P O Box 2784, Lakeland Florida 33806-2784

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

4. At each annual meeting beginning in 1998 of 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

5. 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 or her predecessor.

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

7. The Board of Directors shall see that all assessments shall be assessed equally against all Lot owners as outlined in Article III(2) (A) and Article V. Where there are multiple owners of any Lots, such owners shall be jointly and severally liable for the payment of all Assessments.

## 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 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. The same person may hold two offices, the duties of which are not incompatible.

## ARTICLE VII

### LIENS

The Association shall be empowered through its officers and/or Board of Directors to place a charging lien against the Lot owner's lot within the subdivision for nonpayment of such assessments, charges and/or costs that have been properly made hereunder and in accordance with the Charter, By-Laws, Rules and Regulations of the Association, and to prosecute said lien through civil action for foreclosure against the Lot owner's lot in accordance with the Laws of the State of Florida. Removal of said lien shall require the Lot owner to pay said lien amount in full, including interest at the lawful rate allowed by law, 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 originating before or after said lien shall have been placed thereupon. In addition, any financial institution holding a mortgage on any Lot and taking title therein after default through foreclosure or otherwise, shall have no obligation toward the payment of accrued and uncollected assessments, charges and/or costs on the part of the Association that have accrued to the date that it has taken title to said Lot; however, said lien shall not be discharged as to a subsequent third party purchaser of said Lot until it shall have been paid in full in accordance herewith.

## ARTICLE VIII

### OFFICERS

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

Robert F. Harper IV  
John Petterson  
Guerry Jones

President  
Vice-President  
Secretary/Treasurer

## ARTICLE IV

### MEMBERS

The owner of each of the Lots in Pioneer Trails I, II & III, Polk County, Florida, as provided in Article III(2) (A) who shall pay the initial membership fee, normal dues, 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 and/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 in Article III(2) (A) and Article V.

Membership shall be on a calendar year basis and shall automatically be transferred during a calendar year with the transfer of Lot ownership. Any person purchasing or assuming a lease/option agreement from an existing owner shall be obligated for any unpaid dues or assessments that have accrued to said lot or acreage.

A member not in good standing with the Association shall include a member that has failed to pay any dues, assessments, charges and/or 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.

## ARTICLE V

### VOTING

The Association shall have two classes of voting membership, Class A and Class B. Class A members shall be the owner/developer and Class B shall be any lot purchasers or lessees.

Class A lot holders shall have 4 votes for each lot they own and Class B lot owners shall have 1 vote for each lot they own.

Class A voting rights shall revert to 1 vote per lot after 80% of the lots in Pioneer Trails I, II, & III, inclusive, are sold and paid for in full or under agreement for deed or deed and mortgage or in seven years whichever comes last.

When more than one person or entity holds and ownership in one lot all such persons will be members; however, the vote for each such lot shall be exercised as such members may determine among themselves but only one vote for each Class B lot and 4 votes for each Class A lot.

2. A. Each lot owner in Pioneer Trails I, II & III shall be initial members of the Association in accordance with Article IV. As a member, each Lot owner shall be liable and obligated for payment of a pro-rata share per each member Lot owner if the costs of maintaining drainage easements, drainage retention easements, and any sums that the membership in accordance with these Articles of Association may vote to spend for those purposes as outlined in Article III(1), (A - I, inclusive). 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.

B. "Lot owner" shall be defined as the owner/developer, anyone under lease/option agreement, anyone holding a deed to a Lot in Pioneer Trails I, II & III or their respective heirs, executors, administrators, successors, and assigns.

C. Because the owners/developers have paid to install the drainage system and improvements in Pioneer Trails I, II & III they will have no financial responsibility to maintain the same nor to pay Property Owners Association dues unless they occupy a lot or lots by placing a home or mobile home on a lot or lots.

D. During the month of January in each year, commencing in 1998, 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, improvements and operation dues; and conducting old and new Association business for the ensuing year. Dues shall be payable on a monthly basis except for lots or acreage that have been paid in full (not mortgaged to Pioneer Trails). Lots paid in full will pay annual dues and will be payable on or before February 1st of the year in which they are due.

E. The call for meeting shall be in writing; shall state the meeting's purpose; shall designate the date (which shall be no less than ten (10) 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 shown on the books and records of the Association or to the Lot owners' addresses on the Polk County tax rolls. The amount for each year's dues 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. A quorum at such meeting shall be the owners of the lots in the property present in person or by proxy.

F. Following the Association's annual meeting, written notice shall be mailed by the Association to all lot owners who are members in accordance with Article IV of any changes in the fees, dues, or assessments. Special assessments shall apply to a calendar year and shall be due and payable as directed by the Association. Sums thus collected by the Association shall be held and expended by it for the sole purpose that said assessments were made.

B. To enforce the Restrictive Covenants and Conditions of Pioneer Trails I, II & III Property Owners' Association, Inc. Subdivision as applied to the platted lots in Phase I, II & III

C. To place Easements of record, if necessary, for utility and /or drainage along the perimeter of any lot line.

D. It shall have the right, but not the duty, to maintain security for the Subdivision. It shall also have the right, but not the duty, to initiate a Neighborhood Crime Watch Security Program or other similar program for the Subdivision as a whole.

E. To obtain insurance for loss purposes, whether by casualty or liability, covering drainage easements and drainage retention easements, within Pioneer Trails I, II & III Property Owners' Association, Inc. Subdivision as well as Directors, Officers, Committee members and employees of the Association. Further, it may bond, if desired, Directors, officers and employees of the Association

F. It shall have the right, but not the duty, to maintain improved or unimproved Lots within Pioneer Trails I, II & III Property Owners' Association, Inc. 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 as easement and/or license of entry over any Lot within the Pioneer Trails I, II & III Property Owners' Association, Inc. Subdivision for the purposes of this maintenance.

G. To convey property, to sue and be sued, to contract for services to provide for operation and/or maintenance of any property which the Association is so empowered to operate and/or maintain; to require all lot owners within the Pioneer Trails I, II & III Property Owners' Association, Inc. Subdivision to become and be members of the Association; and to transact any and all lawful business.

H. 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 against a lot owner's lot within the Subdivision with interest, costs and attorney's fees, by legal action if necessary.

I. 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 OR Book 3949, Pages 1317 Public Records of Polk County, Florida; these Articles of The Association; By-Laws; Rules and Regulations as relating to Pioneer Trails I, II & III.

8. 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 X

### AMENDMENTS

1. The Association through its membership shall have the absolute right to modify all of the Restrictive Covenants and Conditions pertaining to Pioneer Trails I, II & III Property Owners' Association, Inc. Subdivision, Public Records of Polk County, Florida, by amendment, deletion and/or addition thereto upon the written direction of 75% or more of the membership in the Association with the exception of Article III paragraph 2C (page 1) of this document and paragraph 1 of Article V page 4.

2. Other than the foregoing right to modify said Restrictive Covenants and Conditions pertaining to Pioneer Trails I, II & III Property Owners' Association, Inc. 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.

3. Notwithstanding the foregoing, however, no amendment, deletion, and/or addition to the Restrictive Covenants and Conditions may be made that would affect the surface water management system of Pioneer Trails I, II & III Property Owners' Association, Inc. Subdivision including the water management portions of the common aread unless approval thereof is obtained from the Southwest Florida Water Management District.

## ARTICLE XI

### TERM

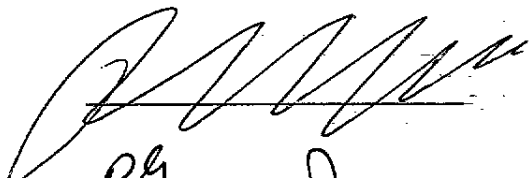
This Association shall have perpetual existence; however, if the Association shall become dissolved by law, or otherwise, and not reinstated in accordance with the Laws of the State of Florida, then and in that event, the drainage easements and/or drainage retention easements as shown on the Plat of Pioneer Trails I, II & III Property Owners' Association, Inc. Subdivision, Public Records of Polk County, Florida, shall be conveyed by the last surviving members of the Board of Directors of the Association or their successors to an appropriate local government agency; or if not accepted, they shall be dedicated to a similar non-profit corporation chartered under the Laws of the State of Florida by the members hercof for the purposes herein set forth.



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 16<sup>th</sup> day of September, 1998.

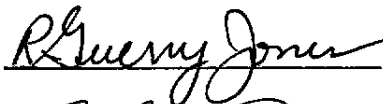
SUBSCRIBERS

ADDRESS



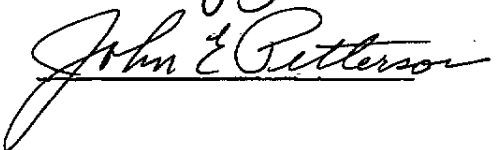
(SEAL)

P.O. Box 2784  
Lakeland, FL 33806



(SEAL)

P.O. Box 2784  
Lakeland, FL 33806



(SEAL)

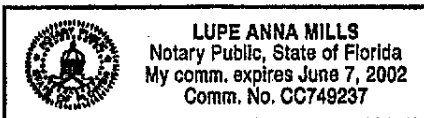
P.O. Box 2784  
Lakeland, FL 33806

STATE OF FLORIDA  
COUNTY OF POLK

Personally appeared before me, a Notary Public authorized to take acknowledgements in the State and County set forth above,

known to me  
to be the persons who executed the foregoing Articles of Association, Inc. Subdivision and who acknowledged before me that they have executed them for the purpose therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal of the State of Florida County aforesaid this 16<sup>th</sup> day of September, 1998.





Notary Public- State of Florida  
My Commission Expires:

(Notary Seal)

**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 Act:

That Pioneer Trails I, II & III Property Owners' Association, Inc., to organize a corporation not for profit under the Laws of the State of Florida with its principal office, as indicated in the Articles of Association, at 914 S. Florida Ave, Suite 209 Lakeland, Polk County, Florida Robert F. Harper IV, as its Agent to accept Services of Process within the State.

**ACKNOWLEDGEMENT**

Having been named to accept Service of Process for the above stated Corporation, at place designated in this Certificate, I, Robert F. Harper IV hereby accept to act in this capacity, and agree to comply with the provisions of said Act relative to keeping open said office.

  
Robert F. Harper IV

**FILED**  
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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA