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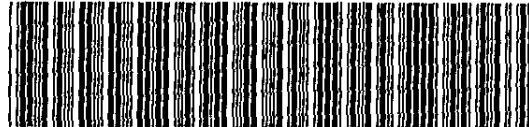
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J

W. Wm. Ellsworth, Jr.
Counsellor at Law

P.O. Box 7667
Lakeland, Florida 33807-7667
(863) 644-9197
Fax: (863) 644-2785

July 7, 2004

Sent via Federal Express - Over Night

Division of Corporations
Florida Department of State
409 E. Gaines St.
Tallahassee, FL 32399

Re: Filing - Articles of Incorporation
Alamanda Homeowners' Association, Inc. (a corporation not for profit)

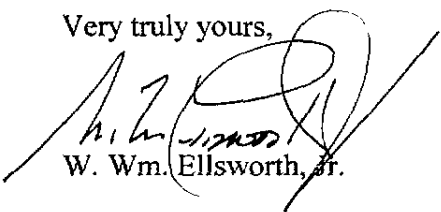
Gentlemen:

Enclosed is the original and one copy of the Articles of Incorporation of this proposed Corporation. Please endorse your approval on a certified copy and return to this office in the enclosed Federal Express return pre-addressed and prepaid envelope to: 6700 South Florida Avenue, Suite #6, Lakeland, FL 33813.

Also enclosed is a check in the amount of \$78.75 to cover the filing fee of \$35; the Certificate of Registered Agent for Service of Process fee of \$35.00; and the fee for a Certified Copy of Articles of Incorporation of \$8.75 (for 8 pages).

Thank you for your assistance in this matter.

Very truly yours,


W. Wm. Ellsworth, Jr.

WWEJr/lzf
Enclosures

ARTICLES OF INCORPORATION
OF
ALAMANDA HOMEOWNERS' ASSOCIATION, INC.

(A Corporation Not For Profit)

The undersigned Subscriber to these Articles of Incorporation hereby acknowledges the execution hereof for the purpose of forming a Homeowners' Association under the laws of the State of Florida in accordance herewith.

ARTICLE I

NAME

The name of this Association shall be Alamanda Homeowners' Association, Inc. (the "Association"), and it shall be located in Polk County, Florida.

ARTICLE II

INITIAL PRINCIPAL & REGISTERED OFFICE & AGENT

The street address of the initial principal and registered office and agent of the Association, until changed by the Board of Directors, shall be 6700 S. Florida Ave., Suite 6, Lakeland, Florida, 33813, and the name of the initial registered agent of the Association at that address is J. C. Aldridge.

ARTICLE III

PURPOSES AND POWERS

I. The General Purposes and Powers for which the Association is formed are as follows:

A. To enforce those Restrictive Covenants and Conditions pertaining to Alamanda Subdivision as recorded in Official Records Book 5841, Pages 1966 through 1973, Public Records of Polk County, Florida and any other Restrictive Covenants and Conditions pertaining to any other Subdivision (the lot owners of which are members of this Association) either for its own account or in conjunction with lot owners, and to enact rules of use and regulations pertaining to any parcel of real property or easement that may be conveyed to the Association for the common use of all members.

B. To modify those Restrictive Covenants and Conditions on a reasonable basis to prevent undue hardship in the placement of any structures upon any lot in regard to lot-line setback requirements and/or the placement of garages with a side-yard entrance.

C. To manage, construct, repair, maintain and/or improve all drainage easements and/or all drainage retention/detention easements for the use and benefit of all property owners of the Alamanda Subdivision as shown upon and contained within the Plat of Alamanda Subdivision, Plat Book 126, Pages 24 & 25, Public Records of Polk County, Florida. Maintenance and/or improvements shall also include any hedges, fences and/or walls and planting areas with or without irrigation attributable thereto and within and/or adjacent to said drainage retention/detention easements. In this regard, the Association shall perpetually operate and maintain said drainage easements and/or drainage retention/detention easements as common property in accordance with the surface water management system of the Subdivision(s) as permitted by the Southwest Florida Water Management District which shall include and not be limited to culverts and related appurtenances. It shall have a perpetual easement and/or license of entry over any lot within the Subdivision(s) for these purposes.

D. To manage, construct, maintain, repair and/or improve for the use of its members and their guests and/or invitees all improvements now upon or to be placed (whether by either the present Owner, Alamanda Land Company and/or Alamanda Homeowners' Association, Inc.) on common areas of use including but not limited to security walls, fencing, and/or hedging within and along the perimeter of the Subdivision(s); all landscaping and irrigation pertaining thereto now upon or to be placed on common areas of use and along the North boundary of the Subdivision abutting CR 540-A (Central Barn Road) and along the East and West boundaries of the Subdivision, and at the Subdivision entrance; as well as stormwater drainage and retention/detention easements within the Subdivision(s); and all utilities used by the Association and its members in common areas of use. In this regard, it shall have a perpetual easement and/or a license of entry over any lot for the purposes of maintenance, construction and/or repair for these uses herein set forth.

E. To manage the affairs of the Association in all respects, including but not limited to the hiring and/or retaining of necessary employees, secretarial services and/or management services.

F. To place easements of record, if necessary, for utility and/or drainage along any lot line in the Alamanda Subdivision or any other Subdivision (the lot owners of which are members of this Association) and to construct and/or maintain same. In this regard, it shall have the right to construct and/or maintain a water well(s) within the common areas of the Subdivision(s) together with distribution lines therefrom for the purpose of providing landscaping irrigation.

G. To maintain security within the Subdivision(s). It shall have the right, but not the duty, to enunciate a Neighborhood Crime Watch Security Program or other similar program for the Subdivision(s) as a whole.

H. To obtain insurance at its discretion for loss purposes, whether for casualty or liability, covering all real properties, easements and/or improvements thereupon in the Subdivision(s) and used in conjunction with and/or for the purpose of this Association and its members in common including, but not limited to, security walls and/or fencing within the Subdivision and along C R 540-A at the Subdivision entrance, drainage easements and drainage retention/detention easements as shown upon the Plat of the Subdivision, and/or all property of the Association, as well as Officers, Directors, and Committee members and Employees of the Association. Further, it may bond, if desired, Officers, Directors and Employees of the Association.

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TALLAHASSEE, FLORIDA

within the Subdivision(s) which are owned and/or being maintained by the Association. In this regard, the Association shall pay those utility costs attributable to street and security lighting within the Subdivision until such time that the lot owners of the Subdivision(s) shall be assessed those utility costs via a special lighting assessment ordinance enacted by Polk County, Florida.

J. It shall have the right, but not the duty, to maintain improved or unimproved lots within the Subdivision(s) wherein the lot owner has failed to maintain same in keeping said lot free and clear of debris, litter, trash and/or unsightly weeds and to assess the costs thereof against said lot owner. It shall have an easement and/or license of entry over any lot within the Subdivision(s) for the purposes of this maintenance.

K. To convey for cash, terms and/or exchange Association property; to sue and be sued; to contract for services to provide for the 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 Subdivision(s) to become and continually be members of the Association; and to transact any and all lawful business.

L. To determine, prepare, deliver notice of and collect assessments from the Association members for the purposes of the foregoing and to enforce liens for such assessments uncollected against a lot owner's lot within the Subdivision(s), with interest, costs and attorney's fees, by legal action, if necessary.

M. To accept from the present Owner and/or its assigns those grants, conveyances and/or dedications so reserved by the present Owner and/or its assigns as enumerated in those Restrictive Covenants and Conditions recorded in Official Records Book 5841, Pages 1966 through 1973, Public Records of Polk County, Florida, for its use and benefit.

N. 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 Official Records Book 5841 Pages 1966 through 1973, Public Records of Polk County, Florida; these Articles of Incorporation; its By-Laws, Rules and Regulations.

2. The Membership and Assessments, Annual Meetings of Membership and Board of Directors:

A. Each owner of Lots 1 through 71, inclusive, Alamanda Subdivision, Plat Book 126, Pages 24 & 25, Public Records of Polk County, Florida, 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 for maintaining the Association and the cost of maintenance, improvement and operation of the various common areas under control of the Association, including those operational costs that may be attributable to a special lighting district for the Subdivision, 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-N, 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 anytime, shall be and become the obligation of a subsequent owner of the lot upon purchase of said lot.

B. During the month of December each year, commencing in 2004, the Board of Directors shall determine the amount of the Association's maintenance, improvement and operation assessment of the ensuing fiscal year commencing January 1st. Annual assessments shall be payable in advance on or before January 1st of each succeeding year with the initial annual assessment payable on or before January 1st for the fiscal year, January 1, 2005 - December 31, 2005. The amount of an annual assessment will depend upon the financial requirements for maintenance, improvements and operation of the common areas desired by the Association members. During the month of December of each year, commencing in 2007, or sooner, the Board of Directors of the Association shall call an initial 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 fiscal year commencing January 1st. Special Assessments for these purposes may, from time to time, be made by the Association.

C. A call for a 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 owner's addresses as shown on the Polk County Tax Rolls. The annual election of the Board of Directors, the fiscal years annual assessments and charges, and other business of the Association shall be determined at the annual meeting by the affirmative written vote of a majority of those lot owners present, in person or represented by proxy, at said meeting who, in voting, either affirmatively or negatively in writing, shall be a member of the Association in accordance with Article IV.

D. Following the Association annual meeting, written annual assessments voted for by the membership for any of those purposes enumerated in Article 111(1)(A-N, inclusive) 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 the fiscal year, shall be deemed to be due on or before the last day of January 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.

ARTICLE IV

MEMBERS

Each owner of Lots 1 through 71, inclusive, Alamanda Subdivision, Plat Book 126, Pages 24 & 25, Public Records of Polk County, Florida, as provided in Article 111(2)(A), shall be a mandatory member of the Association and shall pay the normal annual and any special assessments which may from time to time be fixed by the Board of Directors of the Association. There shall be a \$200 initial membership fee per lot payable by an owner upon lot acquisition from the present Owner, Alamanda Land Company. 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 lot as outlined in Article 111(2)(A). Membership shall not include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be on a fiscal year basis and shall automatically be transferred during a fiscal year with the transfer of lot ownership as to be continuous with lot ownership. Each lot owner upon acquisition of a lot from the present Owner, Alamanda Land Company, shall in addition to the payment of the initial membership fee also be obligated at that time to repay to the present Owner said lot's pro rata share as of the date of acquisition of any annual and/or special assessment payable as of January 1, 2005, or thereafter. Otherwise, there shall be no proration, except as

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/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.

A lot owner of two or more contiguous lots upon building a single-family private residence upon either of said lots or upon said lots where the placement of said residence prohibits construction of an additional residence thereupon may choose to limit membership as a multiple lot owner to one membership. The choice shall be in writing, shall be directed to the Association and may be made at the time of obtaining a certificate of occupancy therefore from the appropriate governmental entity. Said choice shall not entitle the multiple lot owner a rebate of the initial membership fee per lot and/or a proration refund of any assessments per lot paid in advance; however, thereafter all contiguous lots so electing shall be treated as one lot for the purpose of assessment and membership in the Association hereunder. Nevertheless, should after said election a contiguous lot upon which a single-family private residence has not been constructed shall be conveyed to a third-party, then and in that event, said subsequent lot owner from the date of said conveyance shall be deemed a member of the Homeowners' Association and subject as other lot owner members to all annual and special assessments of the Association for the purposes herein stated; current fiscal year assessments being prorated as of the date of said conveyance.

ARTICLE V

ADDITIONAL FUTURE MEMBERS

Those owners of all or a part of those real properties adjacent to the Alamanda Subdivision within the West 1/4, West 1/2, NW 1/4, NW 1/4, And the West 1/2 of the East 1/2 of the NW 1/4 Section 23, Township 29 South, Range 24 East, Polk County, Florida, which when developed into single-family residential Subdivision(s) shall be eligible for membership in the Association; provided, however, said mandatory membership requirement shall be imposed upon said lot owners therein by the Owner-Developer of said Subdivision(s) by proper Restrictions recorded in the Public Records in Polk County, Florida, and as such said membership shall be governed by these Articles of Incorporation, By-Laws, Rules and Regulations pertaining thereto. Said additional future members shall be entitled to vote, be subject to an initial membership fee and to assessments as set forth herein, and shall be entitled to all privileges of membership herein enumerated. When said future lot owners shall acquire their lot(s) from the Owner- Developer thereof, if at that time there shall have been fixed an annual and/or special Association's membership assessment for the ensuing fiscal year or otherwise, then and that event, said new lot owner shall upon said lot acquisition in addition to the payment of the initial membership fee also be obligated at that time to pay to the Association's said lot's pro rata share of said annual and/or special assessment, as the case may be.

ARTICLE VI

VOTING

The Association shall have one class of voting membership made up of all lot owners as outlined in Article 111(2)(A), Article IV and Article V. Each member shall be entitled to one vote for each lot owned; provided, however, that said lot shall not be delinquent at the time that a vote shall be taken as to any assessments attributable to the lot as provided herein. When more than one person or entity holds an ownership interest in any lot, all such persons shall be members; however, the vote for such lot shall be exercised as such members may determine among themselves by only one member designated in writing to the Association. In no event shall more than one vote be cast with respect to any one lot.

ARTICLE VII

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 meeting of the Board of Directors immediately following the initial membership meeting of the Association in 2008, or sooner, and likewise annually thereafter. 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 offices, the duties of which are not incompatible.

ARTICLE VIII

LIENS

The Association shall be empowered through its officers and/or Board of Directors to place a charging lien against a 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 this Articles of Incorporation, the 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.

OFFICERS

The names of the initial Officers who are also the Incorporators of this Association and the Subscribers to these Articles of Incorporation and who are to serve until the first election of Officers by the Board of Directors are:

J. C. Aldridge	-	President
Robert F. Nunez	-	Vice-President
Linda S. Fuller	-	Secretary/Treasurer

ARTICLE X

DIRECTORS

1. The Association shall have three (3) Directors initially. Thereafter, at the initial membership meeting of the Association in 2006, or sooner, the number of Directors may be either increased or diminished from time to time (but shall never be less than three (3) and elected by a majority of the membership present at any authorized meeting.

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

J. C. Aldridge	-	6700 S. Florida Avenue, Suite #6 Lakeland, Florida 33813
Robert F. Nunez	-	5352 S. Florida Avenue Lakeland, Florida 33813
Linda S. Fuller	-	6700 S. Florida Avenue, Suite #6 Lakeland, Florida 33813

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

4. At each annual meeting of the members of the Association shall elect the members of the Board of Directors by 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 111(2)(A), Article IV 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.

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 XI

AMENDMENTS

The Association through its membership shall have the right to amend, modify and/or rescind any or all of the Restrictive Covenants and Conditions pertaining to Alamanda Subdivision as recorded in Official Record Book 126, Pages 24 through 25, Public Records of Polk County, Florida, by amendment, modification and/or rescision thereof upon the written direction of 75% or more of the membership in the Association.

Other than the foregoing right of the membership to amend, modify and/or rescind said Restrictive Covenants and Conditions pertaining to Alamanda Subdivision hereinabove referenced, other amendments to these Articles of Association may 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 ten (10) days notice by mail shall have been given to all members, setting forth the proposed amendment(s), modification(s) and/or rescision(s) to these Articles of Association.

However, notwithstanding the foregoing, no amendment, modification, and/or rescision to those Restrictive Covenants and Conditions recorded in Official Records Book 5841, Pages 1966 through 1973, Public Records of Polk County, Florida or these Articles of Incorporation may be made that would in any way exclude mandatory membership of each lot owner of the Subdivision(s) or affect the surface water management system of Alamanda Subdivision, including the water management portions of the common areas contained therein unless prior approval thereof is obtained from the Southwest Florida Water Management District.

ARTICLE AN
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/detention easements as shown on the Plat of Alamanda Subdivision, Plat Book 126, Pages 24 & 25, Public Records of Polk County, Florida, shall be conveyed by the last surviving member(s) of the Board of Directors of the Association or their successors to an appropriate local governmental 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 hereof for the purposes herein set forth.

IN WITNESS WHEREOF, the undersigned, as incorporator and subscriber to these Articles of Incorporation, has executed the foregoing Articles of Incorporation for the purposes therein intended this 7th day of July 2004.

SUBSCRIBER

ADDRESS


J.C. Aldridge

6700 S. Florida Avenue, Suite #6
Lakeland, Florida 33813

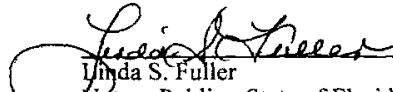
ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF POLK

The foregoing, Articles of Association of Alamanda Homeowner's Association, Inc., was acknowledged before me by J. C. Aldridge who is personally known to me and known to be the person who executed the foregoing Articles of Association as an Incorporator and Subscriber thereof of Alamanda Homeowners' Association, Inc. and who acknowledged before me that she has executed them for the purposes herein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal of the State and County aforesaid this 7th day of July 2004.




Linda S. Fuller
Notary Public - State of Florida
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

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

That Alamanda Homeowners' Association, Inc. desiring 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, 6700 S. Florida Avenue, Suite 6, Lakeland, Polk County, Florida 33813, has named J. C. Aldridge, whose address is 6700 S. Florida Avenue, Suite 6, Lakeland, Polk County, Florida 33813, as its Agent to accept Service of Process within the State.

ACKNOWLEDGEMENT

Having been named to accept Service of Process for the above stated corporation, at the place designated in this 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, this 7th day of July 2004.


J. C. Aldridge
Resident Agent
6700 S. Florida Avenue, Suite 6
Lakeland, Florida 33813