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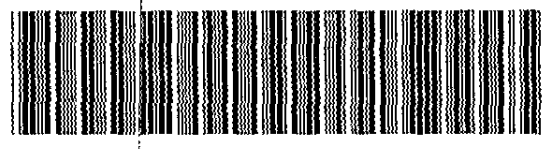
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CAPITAL CONNECTION, INC.

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*Lake Oakes Gibson Estates
Homeowners Association, Inc.*

Signature _____

Requested by: *WC*

Name _____

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Time *11:00*

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THIS DOCUMENT PREPARED BY
AND RETURN TO:
D. BRIAN KUEHNER, P.A.
4921 SOUTHFORK DRIVE, STE. 4
LAKELAND, FL 33813

**ARTICLES OF ASSOCIATION
OF
LAKE GIBSON ESTATES
HOMEOWNERS ASSOCIATION, INC.
(a Corporation Not For Profit)**

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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 LAKE GIBSON ESTATES HOMEOWNERS ASSOCIATION, INC., (the "Association"), and it shall be located at 4915 Southfork Drive, Lakeland, FL 33813.

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 4915 Southfork Drive, Lakeland, FL 33813, and the name of the initial registered agent of the Association at that address is Dale Gardner Jacobs.

ARTICLE III - PURPOSES AND POWERS

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

A. 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 Lake Gibson Estates Subdivision; 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.

B. To manage, maintain and repair ingress, egress and utility easements over, under and across said subdivision.

C. To enact rules 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.

D. To enforce the Restrictive Covenants and Conditions of the Lake Gibson Estates Subdivision as recorded in the public records of Polk County, Florida either on its own account or in conjunction with other lot owners.

E. To modify said Restrictive Covenants and Conditions in a reasonable basis to prevent undue hardship in the placement of any structures upon any lot in regard to lot line setback requirements and the placement of garages with a sideyard setback.

F. To place Easements of record, if necessary, for utility and drainage along the perimeter of any lot line in Lake Gibson Estates Subdivision.

G. To maintain and improve traffic control signs, subdivision and roadway name designation signs within Lake Gibson Estates.

H. To maintain and improve private lighting for either decorative effect or security purposes within said subdivision.

I. 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.

J. 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.

K. To own and convey property and to pay real estate taxes and utilities attributable thereto and to the common improvements and use thereof.

L. To operate, maintain and manage common property including but not limited to contracting for services as to same by a maintenance company, and shall assist in the enforcement of the restrictions and covenants contained herein.

M. It shall have the right, but not the duty, to maintain improved or unimproved lots within Lake Gibson Estates 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 Lake Gibson Estates Subdivision for the purpose of this maintenance.

N. 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.

O. 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 the Public Records of Polk County, Florida; its Articles of Association; By-Laws; Rules and Regulations, including the right to sue and be sued.

P. To transact any and all lawful business.

Q. To operate and maintain the surface water management system facilities, 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.

2. A. 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.

B. During the month of December in each year, commencing in 2004, 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 January 31st for each year. The amount of an equal assessment will depend upon the financial requirements for maintenance, improvements and operation of the common areas desired by the Association members. Special assessments for these purposes may from time to time be made by the Association.

C. 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 made 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 owner's 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.

D. 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 31st of each year, shall be payable in advance, 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.

E. 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 'a 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 (2) classes of voting membership.

CLASS A. Class A member(s) 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 member(s) shall be the Declarant and Declarant 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:

(A) When the total votes outstanding in the Class A membership equal to the total votes outstanding in the Class B membership, or (B) On December 31, 2012.

The owner of each lot in Lake Gibson Estates Subdivision 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.

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 property consisting of the surface water management system and other assets of the corporation shall be conveyed to an appropriate agency of local government, and if not accepted, then the surface water management system and other systems shall be dedicated to a similar non-profit corporation.

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, Secretary and 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:

Dale Gardner Jacobs, President
Terry Swartzwelder, Vice President
John McVay, Secretary/Treasurer

ARTICLE VIII-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:

John McVay
4915 Southfork Drive
Lakeland, FL 33813

Dale Gardner Jacobs
4915 Southfork Drive
Lakeland, FL 33813

Terry Swartzwelder
4915 Southfork Drive
Lakeland, FL 33813

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 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 predecessor.

6. No member of the Board of Directors or any committee of the Association or any officer of the Association shall be liable 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.

7. 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

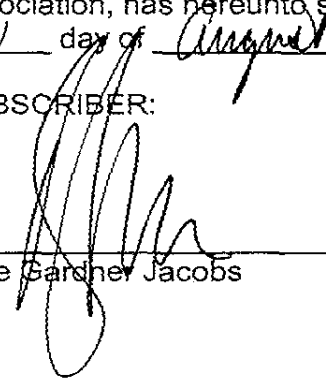
The Association through its membership, shall have the absolute right to modify all of the Restrictive Covenants and Conditions pertaining to Lake Gibson Estates Subdivision as recorded in the Public Records of Polk County, Florida, by amendment, deletion or addition as set forth in the Declaration of Covenants, Conditions and Restrictions.

Other than the foregoing right to modify said Restrictive Covenants and Conditions pertaining to Lake Gibson Estates herein above referenced, other amendments to these Articles of Association shall be approved by the Board of Directors, proposed by them to the members and shall require the approval of at least 2/3 vote of all members

IN WITNESS WHEREOF, the undersigned, as subscriber to these Articles of Association, has hereunto set his hand and seal at Lakeland, Polk County, Florida, this 11 day of August, 2004

SUBSCRIBER:

ADDRESS:
4915 Southfork Drive
Lakeland, FL 33813


Dale Gardner Jacobs

STATE OF FLORIDA
COUNTY OF Polk

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared DALE GARDNER JACOBS to me known to be the person described in these Articles of Association or who has produced personally known as identification and who acknowledged before me that he executed the same as Subscriber, and who did/did not take an oath.

11th WITNESS my hand and official seal in the County and State last aforesaid this day of August, 2004



Jennifer C. Piper
Notary Public - State of Florida
JENNIFER C. PIPER

Printed Name of Notary Public
Serial No.(if any) _____

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THE STATE. NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.

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

LAKE GIBSON ESTATES HOMEOWNERS ASSOCIATION, INC., desiring to organize under the laws of the State of Florida with its initial registered office, as indicated in the Articles of Incorporation, at City of Lakeland, County of Polk. State of Florida has named DALE GARDNER JACOBS, 4915 Southfork Drive, Lakeland, FL 33813, as its agent to accept service of process within this state.

ACKNOWLEDGMENT:

Having been named to accept service of process for the above stated corporation at place designated in this certificate, I hereby accept to act in this capacity and agree to comply with the provision of said Act relative to keeping open said office.

DALE GARDNER JACOBS

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2004 AUG 19 P 12:48
SECRETARY OF STATE
TALLAHASSEE, FLORIDA