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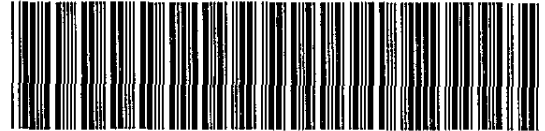
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Taylor's Heights Homeowners'
Association, Inc.

Signature

Requested by:

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**ARTICLES OF INCORPORATION
OF
TAYLOR'S HEIGHTS HOMEOWNERS' ASSOCIATION, INC.
(A Corporation Not for Profit)**

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DIVISION OF CORPORATIONS
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THE UNDERSIGNED INCORPORATOR, for the purposes of forming a corporation not for profit under the Florida Not For Profit Corporation Act, Chapter 617, Florida Statutes, hereby makes, subscribes, acknowledges and files with the Secretary of State of the State of Florida, the following Articles of Incorporation:

ARTICLE 1. NAME

The name of the corporation is **TAYLOR'S HEIGHTS HOMEOWNERS' ASSOCIATION, INC.** (hereinafter referred to as the "**Association**").

ARTICLE 2. ADDRESS

The principal office and mailing address of the Association is 6235 Rowan Road, New Port Richey, Florida 34653.

ARTICLE 3. PURPOSE

The Association does not contemplate pecuniary gain or profit to its members. The specific purposes for which it is formed are to and provide for the maintenance, preservation and architectural control of all common areas and residential lots within or appurtenant to the following described property, (hereinafter called the "**Property**"), and to promote the health, safety, and general welfare of the residents of the Property:

Lots 1 through 24, TAYLOR'S HEIGHTS, according to the map or plat thereof as recorded in Plat Book 5, Page(s) 164, Public Records of Pasco County, Florida

ARTICLE 4. POWERS OF THE ASSOCIATION

In furtherance of the foregoing purposes, and without limitation, the Association is empowered to do the following:

(a) Declaration. Exercise all rights, powers, privileges, and perform all duties of this Association set forth in those certain Declaration of Covenants, Conditions, Restrictions and Easements of Taylor's Heights (hereinafter called the "**Declaration**") applicable to the Property or any portion thereof, or to any additions to the Property as may hereafter be brought within the

jurisdiction of the Association, and recorded or to be recorded in the Public Records of Pasco County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth in full;

(b) Supplement. Subject to the provisions of the Declaration, record a supplement to the Declaration from time to time for the purpose of subjecting additional lands to the jurisdiction of the Association without the need of amendment to these Articles or approval or consent of the Association or its members, except to the extent as may otherwise be required by the Declaration;

(c) Property. In any lawful manner, acquire, (whether by gift, purchase or otherwise), own, hold, improve, manage, operate, maintain, repair, replace, operate, convey, sell, lease, transfer, assign, and otherwise dispose of property of any nature whatsoever, real, personal, or mixed, tangible or intangible, in connection with the Association's affairs;

(d) Annex. Subject to the provisions of the Declaration, annex additional real property whereby the jurisdiction, function, duties, and memberships of the Association shall be extended to such real property thereby annexed;

(e) Assessments. Fix, levy, collect, and enforce by any lawful means all charges or assessments established by, or pursuant to, the Declaration; and use and expend the proceeds of assessments in the exercise of its powers and duties hereunder;

(f) Costs. Pay all costs, expenses, and obligations lawfully incurred in connection with this Association's affairs including, without limitation, all licenses, taxes, or other governmental charges levied or imposed against the Association or any real property subject to the Declaration;

(g) Borrow. Borrow money, and with the approval of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, hypothecate, assign, grant security interests in, or otherwise transfer any or all of its property as security for money borrowed, debts incurred, or any of its other obligations;

(h) Dedications. With the approval of two-thirds

(2/3) of each class of members, dedicate, sell or transfer all or any part of its property to any public agency, authority, or utility for such purposes, and subject to such conditions as two-thirds (2/3) of each class of members determine or as otherwise provided in the Declaration;

(i) Easements. Grant easements as to any Common Areas (as defined in the Declaration) to public and private utility companies, including, without limitation, cable television, and to public bodies or governmental agencies or other entities or persons, with or without cost or charge at the sole discretion of the Board of Directors, where convenient, desirable or necessary in connection with the development of any Lots located on the Property and the providing of utilities and other services thereto, and; enter into shared facilities agreements and related reciprocal easement agreements as may be deemed desirable to provide for utilities and other facilities, and the maintenance thereof and costs associated therewith with any third parties, including, without limitation, homeowners' associations, community development districts, and other public and private utility companies, agencies and entities;

(j) Mergers. With the approval of two-thirds (2/3) of each class of members, participate in mergers and consolidations with other non-profit corporations organized for similar purposes;

(k) Rules. From time to time adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the real property that is or becomes subject to the terms and provisions of the Declaration, as the same may be amended from time to time, or of any other real property that may be brought within the jurisdiction of the Association;

(l) Levy/Collect Assessments. To levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or storm water management systems, including but not limited to, work within retention areas, drainage structures, and drainage easements, if any;

(m) Operate/Maintain. Subject to the provisions of the Declaration, operate, maintain, and manage real property that is or becomes subject to the terms and

provisions of the Declaration, as the same may be amended from time to time, or of any other real property that may be brought within the jurisdiction of the Association, together with any improvements, conservation areas, and surface water and storm water management system facilities located thereon, 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 located thereon. All such powers shall be carried out in a manner consistent with any applicable Southwest Florida Water Management District permit requirements and applicable District rules;

(n) Construct. Subject to the provisions of the Declaration, construct, improve and reconstruct improvements upon any property that is subject to the Declaration;

(o) Contract. Subject to any restrictions in the Bylaws or the Declaration, contract with or delegate to a management agent, contractor or other third party, all powers and duties of the Association, and enter into, make, perform or enforce contracts of every kind and description, and do all other acts necessary, appropriate or advisable in carrying out any purpose of the Association, with or in conjunction with any other associations, corporations or any entity or agency, whether public or private;

(p) Depositories. Select depositories for the Association's funds and determine the manner of receiving, depositing and disbursing those funds, including the person or person by whom the same shall be signed;

(q) Insurance. Purchase of insurance of any nature in such amounts or with such companies as the Board of Directors shall deem necessary and appropriate;

(r) General. Have and exercise all common law rights, powers, and privileges and those that a corporation not for profit may now or hereafter have or exercise under the laws of the State of Florida, together with all other rights, powers, and privileges reasonably to be implied from the existence of any right, power, or privilege so granted, or granted by the Declaration or these Articles, or reasonably necessary to effectuate the exercise of any right, power, or privilege so granted;

(s) Enforcement. Abate nuisances and enjoin or seek

damages from members for violation of the provisions of these Articles, the Bylaws, the Declaration or any rules and regulations of the Association, and; otherwise enforce by legal means the obligations of the members of this Association and the provisions of the Declaration;

(t) Litigation. Subject to the provisions of the Declaration, sue or be sued;

(u) Bylaws. Carry out and perform any rights, powers and duties set out in the Bylaws of the Association, as amended from time to time; and

(v) Other. Engage in all lawful acts permitted or authorized by Florida Statutes, section 617.0302, et. seq.

The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers, which may now or hereafter be allowed or committed by law; and the powers specified in each of the paragraphs of this Article 4 are independent powers, not to be restricted by reference to, or inference from the terms of any other paragraphs or provisions of this Article 4.

ARTICLE 5. SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

The Southwest Florida Water Management District (hereinafter the "**District**") has the right to take enforcement measures, including a civil action for injunction and/or penalties against the Association to compel it to correct any outstanding problems with the surface water management system facilities of the Association. Any amendment of the Declaration or these Articles affecting the surface water management system facilities shall have the prior written approval of the District.

If the Association ceases to exist, all of the lot owners, parcel owners or unit owners of the Property shall be jointly and severally responsible for operation and maintenance of the surface water management system facilities in accordance with the requirements of any applicable Environmental Resource Permits, unless and until an alternate entity assumes responsibility for such requirements; and

If the Property includes lands or projects that have on-site wetland mitigation which requires ongoing monitoring and maintenance, the Declaration shall include a provision requiring the Association to allocate sufficient funds in its budget for monitoring and maintenance of the wetland mitigation area (s)

each year until the District determines that the area is successful in accordance with the applicable Environmental Resource Permit.

ARTICLE 6. MEMBERSHIP

Every person who from time to time holds the record fee simple title to, or any undivided fee simple interest in, any Lot that is subject to the provisions of the Declaration is a member of this Association, including contract sellers, but excluding all other persons who hold any interest in any Lot merely as security for the performance of an obligation. An owner of more than one shall be entitled to one membership for each Lot owned. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot, and it shall automatically be transferred by conveyance of such Lot that is subject to the provisions of the Declaration. Membership may not be transferred other than by transfer of title to such Lot. When any Lot is owned of record by two or more persons or entities, all such owners shall be deemed members of the Association.

ARTICLE 7. VOTING

This Association shall have two classes of voting membership:

Class "A" Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership under Article 6 hereof; provided, however, there shall be only one (1) vote per Lot. In any situation where a person is entitled personally to exercise the vote for his Lot and more than one (1) person holds the interest in such Lot required for membership, the vote for such Lot shall be exercised as those persons determine among themselves and advise the Secretary of this Association in writing prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended if more than one (1) person seeks to exercise it.

The Class "B" Member shall be the Declarant, as defined in the Declaration. The Class "B" Member shall have three (3) votes for each Lot that it owns until the end of the Class "B" Control Period, as hereafter defined, and thereafter, the Class "B" Member shall have one (1) vote for each Lot that it owns. Other rights of the Class "B" Member may be further specified in the Declaration and Bylaws of the Association.

The Class "B" Member shall be entitled to appoint a majority of the members of the Board of Directors of this

Association during the Class "B" Control Period, as hereafter defined. Thereafter, the voting members representing the Class "A" Members shall be entitled to elect directors in accordance with the Bylaws of the Association.

The Class "B" Control Period shall commence with the execution of the Declaration by the Declarant and expire upon the first to occur of the following:

(a) When the Declarant is the fee simple owner of less than five (5) Lots.

(b) Five (5) years after the date the Declaration is recorded in the public records in the county where the Property is located; or

(c) When, in its discretion, the Class "B" Member so determines.

ARTICLE 8. INITIAL MEMBER

Until such time as the Declaration is recorded, the sole Member shall be John Vassilagoris, who shall be deemed to be a Class "B" Member.

ARTICLE 9. BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors composed of either three (3) or five (5) Directors. The number of directors may from time to time be changed by amendment to the Association's Bylaws, but in no event shall the Association have an even number of directors. The initial Directors named below shall serve until the Association's first annual meeting. The term of office for all Directors is one year. Before any such annual meeting occurring after the Class "B" Control Period expires, all vacancies on the Board of Directors, if any, shall be filled by a majority vote of the remaining Directors, even if less than a quorum. Any Director may succeed himself or herself in office. Each member may vote for each vacancy. Cumulative voting is not permitted. Directors need not be Association members. The names and addresses of the initial Directors, who shall serve until their successors have been duly elected and qualified, unless they sooner die, resign or are removed, are:

John Vassilagoris
6235 Rowan Road, New Port Richey, Florida 34653

Joanna Panopoulos
6235 Rowan Road, New Port Richey, Florida 34653

Greg Sawyer
6235 Rowan Road, New Port Richey, Florida 34653

ARTICLE 10. OFFICERS

The affairs of the Association shall be administered by the officers designated by the Bylaws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the members of the Board of Directors.

ARTICLE 11. INDEMNIFICATION

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonable incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a part or to which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE 12. DURATION

The Association shall exist perpetually.

ARTICLE 13. DISSOLUTION

This Association may be dissolved in the manner from time to time provided by the laws of the State of Florida and with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of this Association in any manner other than incident to a merger or consolidation, all of this Association's assets must be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. If dedication is refused, such assets must be granted, conveyed, and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes. In no event, however, may any assets inure to the benefit of any member or other private individual.

ARTICLE 14. AMENDMENTS

Amendment of these Articles shall require the assent of two-thirds (2/3) of each class of members, provided that the Declarant may amend the Articles as long as Class B membership exists. Further, no amendment to the Articles which affects the rights of Declarant shall be effective without the written consent of Declarant.

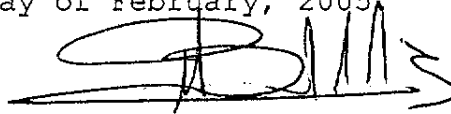
ARTICLE 15. INCORPORATOR

The name and address of the incorporator of these Articles is John Vassilagoris, 6235 Rowan Road, New Port Richey, Florida 34653.

ARTICLE 16. DECLARATION

Where necessary, express reference is hereby made to the terms, provisions, definitions, and rules of interpretation contained in the Declaration where necessary to interpret, construe and clarify the provisions of these Articles. In subscribing and filing these Articles, it is the intent of the undersigned that the provisions hereof be consistent with the provisions of the Declaration, and that the Declaration be interpreted, construed, and applied so as to avoid inconsistencies of conflicting results. In the event of a conflict, the Declaration shall control.

The undersigned incorporator has executed these Articles of Incorporation this 7th day of February, 2005.



John Vassilagoris, Incorporator

TAYLOR'S HEIGHTS HOMEOWNERS' ASSOCIATION, INC.
(A Corporation Not for Profit)

**CERTIFICATE OF DESIGNATION OF
REGISTERED AGENT/REGISTERED OFFICE**

Pursuant to the provisions of Florida Statutes, sections 607.0501 and 48.091, and Article VI of the Articles of Incorporation of **TAYLOR'S HEIGHTS HOMEOWNERS' ASSOCIATION, INC.**, organized under the laws of the State of Florida, the undersigned corporation submits the following statement in designating the registered office and registered agent in the State of Florida.

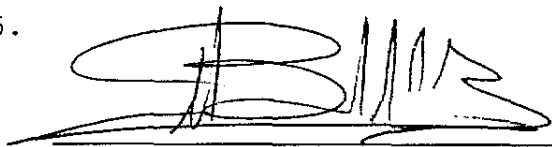
1. The name of the corporation is **TAYLOR'S HEIGHTS HOMEOWNERS' ASSOCIATION, INC.**

2. The name and address of the registered agent and office is:

John Vassilagoris
6235 Rowan Road, New Port Richey, Florida 34653

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent. I shall serve as Registered Agent until otherwise removed or until I resign pursuant to the laws of the State of Florida.

Dated February 7th, 2005.


John Vassilagoris

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