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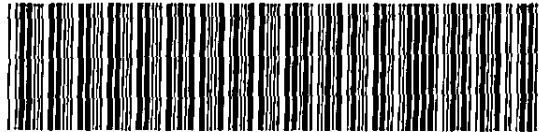
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CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 222797 9585A

AUTHORIZATION :

Patricia Pappas

COST LIMIT : \$ 78.75

ORDER DATE : February 24, 2005

ORDER TIME : 1:17 PM

ORDER NO. : 222797-005

CUSTOMER NO: 9585A

CUSTOMER: Bruce G. Duncan, Esq
Potter Clement Lowry & Duncan

308 East Fifth Avenue

Mount Dora, FL 32757

DOMESTIC FILING

NAME: TENNESSEE VALLEY OF ASTATULA
HOMEOWNER'S ASSOCIATION, INC.

EFFECTIVE DATE:

XX ARTICLES OF INCORPORATION
____ CERTIFICATE OF LIMITED PARTNERSHIP
____ ARTICLES OF ORGANIZATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

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____ CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Amanda Haddan - EXT. 2955

EXAMINER'S INITIALS: _____

**ARTICLES OF INCORPORATION
OF
TENNESSEE VALLEY OF ASTATULA
HOMEOWNER'S ASSOCIATION, INC.
(a Corporation Not For Profit)**

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We, the undersigned to hereby associate ourselves together for the purpose of forming a Florida not for profit Property Owner's Association.

ARTICLE I - NAME

The name of this corporation shall be TENNESSEE VALLEY OF ASTATULA HOMEOWNER'S ASSOCIATION, INC., (the "Association"), and it shall be located at 303B N. Texas Avenue, Tavares, Florida 32778.

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 308 East Fifth Avenue, Mount Dora, Florida 32757, and the name of the initial registered agent of the Association at that address is Bruce G. Duncan.

ARTICLE III - PURPOSES AND POWERS

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

1. 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 Tennessee Valley of Astatula Subdivision; which improvements shall be for utilities in conjunction therewith, storm water management systems together with all lawns, shrubbery and trees located thereupon. The use of said common facilities shall be governed in accordance with these Articles of Incorporation 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 Tennessee Valley of Astatula Subdivision as recorded in the public records of Lake 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 side yard setback.

F. To place Easements of record, if necessary, for utility and drainage along the perimeter of any Lot line in Tennessee Valley of Astatula Subdivision.

G. To maintain and improve traffic control signs, subdivision and roadway name designation signs with Tennessee Valley of Astatula.

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

I. To maintain security with 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 Tennessee Valley of Astatula 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 Tennessee Valley of Astatula 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 Lake County, Florida; its Articles of Incorporation; By-Laws; Rules and Regulations, including the right to use 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 Incorporation 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 immediately following the turnover from the developer as provided for in the Restrictive Covenants and in Article IV herein, 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 Lake 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 attorneys fees. A lien shall be subordinate to a mortgage lien of any financial institution having a mortgage on said Lot whether encumbered 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 an obligation to the Association 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 other than the Declarant. Class A members shall be entitled to one vote for each Lot owned, provided, however, that when more than one person owns an interest in a Lot, all of such persons together shall be entitled to not more than one vote for all Co-owners, and that designation of the Association. The vote of a Lot shall not be divisible.

CLASS B: The Class B Member shall be the Declarant, and he shall be entitled to three (3) votes for each Lot that it owns. Class B membership shall cease and be converted to Class A membership and control turned over to the Class A members upon the occurrence of either of the following events:

(A) When the Declarant elects; or

(B) Within ninety (90) days after Declarant has conveyed title in the ordinary course of its business (excluding conveyances to successors or assigns of Declarant) of ninety percent (90%) of the Lots approved for TENNESSEE VALLEY OF ASTATULA SUBDIVISION.

The owner of each Lot in Tennessee Valley of Astatula 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 that 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 membership 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.

ARTICLE V - DISSOLUTION

This Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of 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 purposes similar to those for which this Association was created. In the event acceptance of such dedication is refused, such assets shall be granted, conveyed and assigned to any corporation not for profit, association, trust or other organization to be devoted to such similar purposes. Furthermore, upon such dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water Management System must be transferred to, and accepted by, an entity which would comply with Section 40C-42.027, *Florida Administrative Code*, and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

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:

James D. Ellrodt	President	303B N. Texas Avenue, Tavares, Florida 32778
James D. Ellrodt	Vice President	303B N. Texas Avenue, Tavares, Florida 32778
James D. Ellrodt	Secretary/Treasurer	303B N. Texas Avenue, Tavares, Florida 32778

ARTICLE VIII - DIRECTORS

1. The Association shall have one (1) director 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 name and address of the person who is to serve on the first Board of Directors is:

James D. Ellrodt
303B N. Texas Avenue
Tavares, Florida 32778

3. The initial director shall serve until the first annual meeting, of the Association, held in accordance with the provisions of Article III (2) (B), and thereafter as provided for hereinafter.

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.

ARTICLE IX – AMENDMENTS AND MODIFICATIONS

The Association through its membership shall have the absolute right to modify all of the Restrictive Covenants and Conditions pertaining to Tennessee Valley of Astatula Subdivision as recorded in the Public Records of Lake 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 Tennessee Valley of Astatula herein above referenced, other amendments to these Articles of Incorporation 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 Incorporation, has hereunto set his hand and seal at Tavares, Lake County, Florida, this 22nd day of ~~January~~ February, 2005.

Signed, sealed and delivered
In the presence of:

Mary G. Ellrodt
Name: Mary G. Ellrodt

James D. Ellrodt
JAMES D. ELLRODT

Chris Tedford
Name: Chris Tedford

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing Articles of Incorporation were acknowledged before me this 22nd day of ~~January~~ February, 2005, by James D. Ellrodt who is personally known to me.

Christopher D. Tedford
NOTARY PUBLIC
STATE OF FLORIDA

CHRISTOPHER D. TEDFORD
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # BD074101
EXPIRES 11/25/2005
CONTACTED THRU 1-888-NOTARY1

STATEMENT TO DESIGNATE A REGISTERED OFFICE AND REGISTERED
AGENT IN THE STATE OF FLORIDA.

1. The name of the corporation is: TENNESSEE VALLEY OF ASTATULA
HOMEOWNER'S ASSOCIATION, INC.
2. The name and the Florida street address of the registered agent and office are:

Bruce G. Duncan
308 East Fifth Avenue
Mount Dora, Florida 32757

ACCEPTANCE BY REGISTERED AGENT:

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 as provided for in Chapter 608, Fla. Stat.


Bruce G. Duncan
Registered Agent

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA