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FLORIDA NON-PROFIT CORPORATION

Grovehurst Homeowners Association, Inc.

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**ARTICLES OF INCORPORATION
OF
GROVEHURST HOMEOWNERS ASSOCIATION, INC.**

A Florida Corporation Not For Profit

The undersigned incorporator, a resident of the State of Florida and of full age, hereby makes, subscribes, acknowledges and files with the Department of State of the State of Florida these Articles of Incorporation for the purpose of forming a corporation not for profit under the laws of the State of Florida.

**ARTICLE I
NAME**

The name of this corporation is **GROVEHURST HOMEOWNERS ASSOCIATION, INC.**, a Florida corporation not for profit, (hereinafter called the "Association").

**ARTICLE II
OFFICE AND REGISTERED AGENT**

This Association's principal office is 237 Westmonte Drive, Suite 111, Altamonte Springs, Florida 32714, and its registered agent is G&B Florida Management, Inc., d/b/a EPM Services, a Florida corporation, which maintains a business office at 165 West S.R. 434, Winter Springs, Florida 32708. Both this Association's principal office and registered agent may be changed from time to time by the Board of Directors as provided by law.

**ARTICLE III
PURPOSE**

This Association does not contemplate pecuniary gain or profit to its members and the specific purposes for which it is formed are to provide for the maintenance, preservation and architectural control of all common areas and other residence lots within that certain tract of property

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(hereinafter called the "Property") in Orange County, Florida, being more particularly described in Exhibit "A" attached hereto, and any other property brought within the jurisdiction of the Association pursuant to the Declaration, as hereinafter defined.

**ARTICLE IV
POWERS**

Without limitation this Association is empowered to:

- (a) Declaration. Exercise all rights, powers, privileges and perform all duties, of this Association set forth in that certain Declaration of Covenants, Conditions, and Restrictions of Grovehurst Homeowners Association, Inc. (hereinafter called the "Declaration") applicable to the Property and to be recorded in the Public Records of Orange 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) Property. In any lawful manner, acquire, 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 this Association's affairs, subject to any limitations set forth in the Declaration and the By-Laws of the Association.
- (c) Assessments. Fix, levy, collect, and enforce by any lawful means all charges or assessments established by, or pursuant to, the Declaration; and to use and expend the proceeds of assessments in the exercise of its powers and duties hereunder.

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(d) 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 this Association's property.

(c) Borrowing. Borrow money and, with the approval of two-thirds 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.

(f) Dedications. With the approval of three-fourths of the 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 seventy-five percent (75%) of the members determine.

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

(h) Rules. From time to time adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots, Common Area, and any Association property consistent with the rights and duties established by the Declaration and these Articles.

(i) 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

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Declaration or these Articles, or reasonably necessary to effectuate the exercise of any right, power, or privilege so granted.

(j) Enforcement. Enforce by legal means the obligations of the members of the corporation, the provisions of the Declaration, and the provisions of a dedication or conveyance of the Association property to the corporation with respect to the use and maintenance thereof.

(k) Drainage System. Operate, maintain and manage the Surface Water or Storm Water Management System in a manner consistent with the St. Johns River Water Management District permit issued to the Association and the District's applicable requirements and rules, and the Association shall assist in the enforcement of the Declaration of Covenants, Conditions and Restrictions which relate to the Surface Water or Storm Water Management System. The Association shall 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 System.

**ARTICLE V
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 Lot is entitled to one membership for each Lot owned. Membership is appurtenant to, and may not be separated from, ownership of at least one Lot that is subject to the provisions of the Declaration, and

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membership may not be transferred other than by transfer of title to such Lot. Each membership is transferred automatically by conveyance of title of a Lot.

**ARTICLE VI
VOTING RIGHTS**

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Developer (as defined in the Declaration), 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 shall be the Developer (as defined in the Declaration), and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership;
- (b) on the anniversary date seven years from the date when the first Lot is conveyed to an individual purchaser; or
- (c) such earlier date as the Developer may elect, in Developer's sole discretion.

**ARTICLE VII
BOARD OF DIRECTORS**

Section 1. This Association's affairs are managed by a Board of Directors initially composed of three (3) Directors. The number of Directors from time to time may be changed by

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amendment to this Association's By-Laws, but at all times it must be an odd number of three (3) or more but not to exceed five (5). The Directors named below (Initial Directors) shall serve until this Association's first annual meeting, the date for which shall be set by the Initial Directors. The term of office for all Directors, with the exception of the Initial Directors, is one year. Before any such annual meeting, all vacancies occurring on the Board of Directors, if any, will be filled by majority vote of the remaining Directors, even if less than a quorum. Any Director may succeed himself or herself in office. All Directors will be elected by secret written ballot. Each member may cast as many votes for each vacancy as such member has; and the person receiving the largest number of votes cast for each vacancy is elected. Cumulative voting is not permitted. Directors need not be Association members.

Section 2. The names and addresses of the persons who will serve as Directors until their successors have been duly elected and qualify, unless they sooner die, resign, or are removed, are:

Dana A. Bennett
237 S. Westmonte Drive, Suite 111
Altamonte Springs, FL 32714

Eric K. Wills
237 S. Westmonte Drive, Suite 111
Altamonte Springs, FL 32714

Colleen Maguire
237 S. Westmonte Drive, Suite 111
Altamonte Springs, FL 32714

Section 3. Every Director shall be indemnified by this Association against all expenses and liabilities, including attorney fees (at all trial and appellate levels) reasonably incurred by, asserted against, or imposed upon him in connection with any proceeding, litigation, or settlement in which he may become involved by reason of his being or having been a Director of this Association,

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or arising in connection with the performance of his duties as a Director. The foregoing provisions for indemnification shall apply whether or not he is a Director at the time such expenses are incurred. Notwithstanding the above, in instances where a Director admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, or of any involving criminal liability, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which a Director may be entitled whether by statute or common law.

**ARTICLE VIII
INCORPORATOR**

The name and address of the incorporator is:

Dana A. Bennett
237 S. Westmonte Drive, Suite 111
Altamonte Springs, FL 32714

**ARTICLE IX
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. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation

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and maintenance of the Surface Water or Storm Water Management System must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

**ARTICLE X
DURATION**

This Association exists perpetually.

**ARTICLE XI
BY-LAWS**

This Association's By-Laws initially will be adopted by the Board of Directors. Thereafter, the By-Laws may be altered, amended, or rescinded with the approval of seventy-five percent (75%) of each class of members, except as to those provisions for amendment to the By-Laws which are provided in the Declaration or any Supplemental Declaration in which case those provisions shall control such amendments.

**ARTICLE XII
AMENDMENTS**

Amendments to these Articles may be proposed and adopted in the manner from time to time provided by the laws of the State of Florida, provided that each such amendment must have the approval in writing of two-thirds (2/3) of all Lot Owners, except as to those provisions for amendment to the By-Laws which are provided in the Declaration or any Supplemental Declaration in which case those provisions shall control such amendments.

**ARTICLE XIII
INTERPRETATION**

Express reference is made to the Declaration where necessary to interpret, construe, and clarify the provisions of the Articles. Without limitations, all terms defined in the Declaration have

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the same meaning where used in these Articles. By subscribing and filing these Articles, the incorporators intend its provisions to be consistent with the provisions of the Declaration and to be interpreted, construed, and applied with those of the Declaration to avoid inconsistencies or conflicting results.

**ARTICLE XIV
FHA/VA APPROVAL**

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, I, the undersigned, constituting the incorporator of this Association, have executed these Articles of Incorporation this 20th day of June, 2005.

Dana A. Bennett

DANA A. BENNETT
President

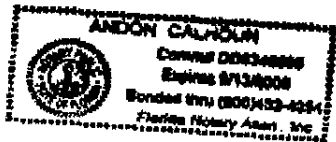
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STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 20th day of June, 2005, by Dana A. Bennett, as the President of Grovehurst Homeowners Association, Inc., on behalf of the corporation. He is personally known to me or has produced _____ as identification.

[Signature]

Notary Public
Print Name: _____
My Commission No.: _____
My Commission Expires: _____



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EXHIBIT "A"

A portion of Section 35, Township 22 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

BEGIN at the Southeast corner of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 35; thence run South $89^{\circ}37'57''$ West along the South line of the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of said Section 35, a distance of 583.72 feet to a point on the Easterly right-of-way line of Daniels Road as recorded in Official Records Book 6549, Page 7281, Public Records of Orange County, Florida; thence run Northerly along said Easterly right-of-way line the following two (2) courses and distances; run North $00^{\circ}23'16''$ West, a distance of 202.95 feet to a point of curvature of a curve, concave Southeasterly, having a radius of 1215.00 feet and a central angle of $19^{\circ}34'28''$; thence run Northeasterly, along the arc of said curve, a distance of 415.09 feet to a point; thence run North $89^{\circ}36'04''$ East, a distance of 2512.06 feet to a point on the East line of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 35, thence run South $00^{\circ}32'06''$ East along the East line of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 35, a distance of 610.32 feet to a point on the South line of the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of said Section 35; thence run South $89^{\circ}36'04''$ West along the South line of the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of said Section 35, a distance of 2000.13 feet to the Point of Beginning.

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