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Arts

1.

Huckleberry Homeowner's Association, Inc

(CORPORATE NAME AND DOCUMENT #)

2.

(CORPORATE NAME AND DOCUMENT #)

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SPECIAL INSTRUCTIONS:

**ARTICLES OF INCORPORATION FOR
HUCKLEBERRY HOMEOWNERS' ASSOCIATION, INC.
A Florida corporation not for profit**

**Article I
Name**

The name of the corporation is Huckleberry Homeowners' Association, Inc. For convenience, the corporation shall be referred to in this instrument as the "Association," these Articles of Incorporation as the "Articles," and the Bylaws of the Association as the "Bylaws."

**Article II
Principal Place of Business and Mailing Address**

The principal place of business and the mailing address of the Association shall be:

41040 U.S. Highway 27 North
Davenport, Florida 33873

**Article III
Purposes and Powers**

The Association has been formed as a nonprofit corporation to provide for the ownership, maintenance, preservation and architectural control of the residential lots and certain common and dedicated Properties located in a development known as Huckleberry Subdivision (the "Properties") situated in Polk County, Florida, as described in the Declaration of Covenants, Conditions, Restrictions and Easements for Huckleberry Subdivision (the "Declaration") recorded in Plat Book 131, page 29, Public Records of Polk County, Florida, and to perform other specific purposes and powers as set forth below, and to be more fully set forth in the Declaration. The Association will not permit pecuniary gain or profit to the members nor distribution of its income to its officers or directors.

Purposes: the Association will exist for all of the following purposes:

(a) to own, operate and maintain certain common and dedicated Properties and easements within the Properties (as set forth in the Declaration) and to contract for services, if necessary, to provide for the operation and maintenance if the Association contemplated employing a maintenance company.

(b) to maintain the landscaping and other improvements on the boulevards, entrances, medians and all other dedicated areas within the Properties (as set forth in the Declaration); and

(c) to take such actions as the Association is authorized pursuant to its articles of incorporation and bylaws to take to maintain the residential quality of the Properties.

Powers: The Association shall have all of the common law and statutory powers of a Florida corporation not for profit which are consistent with these articles and with the Declaration and all of the powers and authority reasonably necessary or appropriate to the operation of a residential community including, but not limited to, the following powers:

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(a) to exercise all the powers and privileges and to perform all the duties and obligations of the Association including the power to contract for services to provide for operation and maintenance of the common area, including surface water management, if the Association contemplates employing a maintenance company, as set forth in the Declaration, as the same may be amended from time to time as therein provided, and the Declaration is hereby incorporated herein by reference and made a part hereof;

(b) to fix, levy collect and enforce payment by any lawful means, all charges or assessments and assessments liens pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) to enforce any and all covenants, conditions, restrictions and agreements applicable to the development.

(d) to pay taxes, if any, on the common areas and dedicated areas and any other common and dedicated Properties of the Association (as set forth in the Declaration);

(e) to acquire (by gift, purchase or otherwise) own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(f) to borrow money, and to mortgage pledge deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, provided that such borrowing shall have the assent of two-thirds (2/3) of each class of the members (as hereinafter defined) entitled to vote;

(g) to dedicate, sell or transfer all or any part of the common areas and the dedicated areas and any other common area or asset owned by the Association to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded;

(h) to participate in mergers and consolidations with other nonprofit corporations organized of the same purpose or annex additional common areas or dedicated areas provided further that no such assent shall be required as a condition to accepting conveyance of common areas pursuant to the Declaration or to accepting conveyance of dedicated areas pursuant to the Declaration;

(i) subject always to the Declaration, to have and to exercise any and all powers, rights and privileges which a corporation organized under the Florida nonprofit corporation law.

Article IV Membership

Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association, including

contract sellers, shall be members of the Association; the foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

Article V Voting Rights

The Association shall have two (2) classes of voting membership:

(a) Class A. Class A members are all Owners of Lots other than Declarant, (as defined in the Declaration) while Declarant is a Class B member. Class A members will be entitled to one vote for each Lot owned.

(b) Class B. The Class B member is Declarant, who shall be entitled to ten (10) votes in all matters for each Lot owned by the Class B member or its affiliates. Declarant may assign its Class B membership. The Class B membership will end and be converted to Class A membership three months after the first to occur of the following events:

(i) The total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership;

(ii) All phases of Huckleberry Subdivision have been completed and made subject to this Declaration, and seventy-five percent (75%) of the Lots within Huckleberry Subdivision have been conveyed to Members other than the Class B members;

(iii) Declarant chooses to become a Class A member, as evidenced by instrument to such effect, executed by Declarant and Declarant's mortgagees holding a mortgage encumbering Huckleberry Subdivision or portion thereof, which is recorded in the Public Records.; or

(iii) On December 31, 2010.

Article VI Quorum

At meetings of the members a quorum shall be thirty (30) percent of the votes allocated under Article V of these articles, represented in person or by proxy. If less than a quorum is represented at a meeting, a majority of the votes so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. The members present at a duly constituted meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

Article VII Board of Directors

The affairs of the Association shall be managed by a board of directors who need not be members of the Association. The number of directors may be changed by amendment of the

bylaws of the Association, but shall never be less than three (3) directors or more than nine (9). The number of directors shall always be an odd number. The names and addresses of the person who are to act in the capacity of directors until the selection of their successors are:

Mitchell Kalogridis	41040 U.S. Highway 27 North Davenport, Florida 33873
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Mitchell Davis Kalogridis	41040 U.S. Highway 27 North Davenport, Florida 33873
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Janice L. Davis	41040 U.S. Highway 27 North Davenport, Florida 33873
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Article VII Officers

The affairs of the Association shall be administered by a president, vice president, and a secretary-treasurer and such other officers as may be designed in the Bylaws.

Article IX Dissolution

The Association may be dissolved with the consent given in writing and signed by either the Declarant or by two-thirds (2/3) of the class A membership. Upon dissolution of the Association, other than incident to a merger or consolidation, its assets, both real and personal, including the operation and maintenance of the surface water management system shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was formed. In the event there is a refusal to accept such dedication, then such assets shall be granted, conveyed and assigned to a nonprofit corporation, association, trust or other organization which is devoted to purposes similar to those of this Association.

Article X Annexation of Additional Properties

Parties Authorized to Annex Property. Additional property may be annexed by the following parties:

(a) By Declarant. Unless waived by recorded instrument, Declarant will have the right, but not the obligation, from time to time in its sole discretion, to annex any property to Huckleberry Subdivision if such property is adjacent or abuts any property shown on the Plat. In determining whether the property to be annexed is adjacent to or abuts the property shown on the Plat, Declarant may disregard any roads that are situated between the property shown on the Plat and the property to be annexed.

(b) By Association. Additional property may be annexed to Huckleberry Subdivision by the Association, but only after the termination of the Class B Membership.

Procedure. The party effecting the annexation shall record a Supplemental Declaration in the Public Records. The Supplemental Declaration shall be executed by either Declarant, its assigns, or the president of the Association. The Supplemental Declaration shall contain the

legal description of the property being annexed. The Supplemental Declaration may contain special provisions applicable to the property being annexed. These special provisions may limit the applicability of specific covenants, restrictions, and easements contained in the Declaration to the annexed property or may impose additional or different covenants, conditions, or restrictions to reflect the different character of the property being annexed. The party making the Supplemental Declaration will have sole discretion to determine the special provisions to be contained in the Supplemental Declaration; however, no special provisions may be included that exempt the owners of the property being annexed from equitably sharing in common expenses. Upon recording the Supplemental Declaration, the annexed property will become part of Huckleberry Subdivision.

Article XI Indemnification

The Association shall, and does hereby, and to the maximum extent permitted by law, indemnify any persons ("Indemnities") for any and all liability arising from actions taken in their official capacities or from any acts committed or failure to act by them in their official capacities as officers or directors of the Association, including acts which are adjudged by a court of law to have constituted negligence or misconduct in the performance of their duty to the Association, and resulting from judgments, fines, or amounts paid in settlement which are incurred in any action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether such action, suit or proceeding is brought by or in the right of Association, or other parties, and whether such action, suit, proceeding is commenced during or subsequent to their tenure as officers or directors of the Association ("Actions").

The Association will reimburse Indemnities for any and all actual and reasonable expenses, including, without limitation, attorneys' fees and court cost in trial and appellate tribunals ("Expenses") as incurred by Indemnities in any Actions. The indemnification provided in this article shall be in addition to and shall not limit or modify any other rights to indemnify to which indemnities are entitled including, without limitation, those rights conferred by the Florida Statutes of the Bylaws, Articles or any agreement executed by the Association.

Articles XII Bylaws

The first bylaws of the Association shall be adopted by the board of directors and may be altered, amended or rescinded by a vote of a majority of a quorum of members present in person or by proxy.

Article XIII Duration

The Association shall have perpetual existence.

**Article XIV
Amendments**

The articles may be amended by resolution adopted by the Declarant and signed by 2/3rd votes of the lot owners with the Declarant having one vote for each lot owned by the Declarant at the time of amendment; provided, however; that no amendment shall be effective to impair or dilute any right or obligation of members that are governed by the Declaration (as, for example, membership and voting rights) which are part of a property interests created thereby.

**Article XV
Incorporator**

The name and street address of the incorporator is:

Mitchell Davis Kalogridis
41040 U.S. Highway 27 North
Davenport, Florida 33873

**Article XVI
Registered office-registered agent**

The registered office of the Association is 525 Pope Avenue, N.W., Winter Haven, FL 33881. The registered agent is GARY PRICE, a resident of the State of Florida whose business address is identical with that of the registered office.

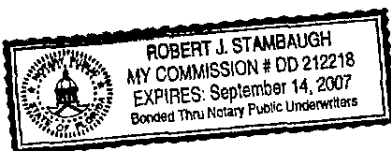
The undersigned incorporator has executed these Articles of Incorporation this 8th day of November, 2005.

INCORPORATOR


Mitchell Davis Kalogridis

STATE OF FLORIDA
COUNTY OF POLK

The foregoing was acknowledged before me by Mitchell Davis Kalogridis, who is personally known to me or who produced _____, as identification this 8th day of November, 2005.




NOTARY PUBLIC-STATE OF FLORIDA

CERTIFICATE OF DESIGNATION
REGISTERED AGENT/REGISTERED OFFICE

Pursuant to the provisions of Sections 607.0501 or 617.0501, Florida Statutes, the undersigned corporation, organized under the laws of the State of Florida, submits the following statement in designating the registered office/registered agent, in the State of Florida.

1. The name of the corporation is HUCKLEBERRY HOMEOWNERS' ASSOCIATION, INC.
2. The name and address of the registered agent and office is

GARY PRICE
525 Pope Avenue, N.W.
Winter Haven, FL 33881

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.

Signature _____

GARY PRICE

Date _____

11/8/05

STATE OF FLORIDA
COUNTY OF POLK

The foregoing was acknowledged before me by Gary Price, who is personally known to me or who produced _____, as identification this 8th day of Nov, 2005.

Sharon L. Urie
NOTARY PUBLIC-STATE OF FLORIDA
Sharon L. Urie

