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2009 APR - 8 P 1:34
SECRETARY OF STATE
TREASURY DEPARTMENT

APR - 9 2009
D.A. WHITE

CHARLES D. MINER, P.A.

Attorney at Law

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April 6, 2009

Secretary of State
Division of Corporations
Corporate filings
P.O. Box 6327
Tallahassee, Florida 32314

Re: Duval Pointe Homeowner's
Association, Inc.

Dear Sir or Madam:

Enclosed please find fully executed Articles of Incorporation for Duval Pointe Homeowner's Association, Inc. Also enclosed please find my firm's check in the amount of \$78.75, representing the fees for filing the Articles of Incorporation and the required registered agent fee and the costs for obtaining a certified copy of the filed Articles.

Please note that, pursuant to Article X of the Articles of Incorporation, the effective date for this corporation will be the date that these Articles are filed.

If you need to contact me concerning this filing, please do not hesitate to contact my office. Please return a certified copy of the filed Articles to me.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Charles D. Miner', written over a horizontal line.

Charles D. Miner

FILED

**ARTICLES OF INCORPORATION
OF**

DUVAL POINTE HOMEOWNER'S ASSOCIATION, INC. 2009 APR -8 P 1:34
(a not-for-profit corporation under the laws of the State of Florida)

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned incorporator, for the purpose of forming a not-for-profit corporation pursuant to the laws of the State of Florida, in particular, Chapter 617, Florida Statutes, hereby adopts the following Articles of Incorporation:

ARTICLE I

NAME

The name of this Corporation shall be **DUVAL POINTE HOMEOWNERS ASSOCIATION, INC.**, hereinafter referred to as the "Association".

ARTICLE II

PRINCIPAL OFFICE

The principal office of the Association is located at 2003 Lake Pickett Road, Orlando, Florida 32826.

ARTICLE III

INITIAL REGISTERED OFFICE AND AGENT

The initial registered office of this Association shall be located at 2003 Lake Pickett Road, Orlando, Florida 32826 and the initial registered agent of the Association at that address shall be **Cesar DaCosta**. The Association may change its registered agent or the location of its registered office, or both, from time to time, without amending these Articles of Incorporation.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the Members thereof, and the specific purposes for which it is formed are to provide for the maintenance, preservation, enjoyment, administration and architectural control of the property described as:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED
HEREIN BY THIS REFERENCE

and to promote the health, safety and welfare of the owners of any of the above-described property and any additions thereto which may hereafter be brought within the jurisdiction of this Association (hereinafter referred to as the "Property"), and for this purpose to:

(a) exercise all of the powers, enforcement, rights and privileges and to perform all of the duties and obligations of the Association set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration," applicable to the Property and recorded or to be recorded among the Public Records of Orange County, Florida, as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length; the "Declarant" set forth in the Declaration are **Durval Costa** and **Maria J. Costa**, the current owners of the Property, who are referred to throughout the remainder of these Articles as the "Declarant;"

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

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate and maintain, and, with the assent of at least two-thirds (2/3) of the votes cast at a duly called meeting of the Members, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of, real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of the votes cast at a duly called meeting of the Members, mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Areas 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, sale or transfer shall be effective unless an instrument has been authorized by the affirmative vote of at least two-thirds (2/3) of each class of Members at a duly called meeting of the Members; provided, however, there shall be no requirement of participation by or agreement of the Members in the event the dedication, sale or transfer is incidental to the initial platting or any replatting of the Property or any portion of the Common Areas;

(f) participate in mergers and consolidations with other non-profit corporations organized for the same or similar purposes or annex additional property and Common Areas; provided that any such merger, consolidation or annexation shall have the assent

of at least two-thirds (2/3) of the votes cast at a duly called meeting of the Members, unless provided otherwise in the Declaration; and

(g) have and to exercise any and all powers, rights and privileges which a not-for-profit corporation may now or hereafter have or exercise by law.

ARTICLE V

MEMBERSHIP

The Declarant and every person or entity who is a record owner of a fee or undivided fee interest in any Lot within the Property shall be a Member 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.

ARTICLE VI

VOTING RIGHTS

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

A. Class A. Class A Members shall be all Owners other than the Declarant (for so long as Class B Membership shall exist). Class A Members shall be allocated one vote for each Lot owned by the Member.

B. Class B. Class B Members shall be the Declarant (or any successor who may acquire all of the Declarant's Lots for the purposes of resale and/or development), who shall be entitled to three (3) votes for each unoccupied Lot owned by Declarant (or such successor). The Class B Membership shall cease and be converted to Class A Membership ninety (90) days after the conveyance of the Lot which causes the total votes outstanding in the Class A Membership to equal the total votes outstanding in the Class B Membership, or seven (7) years after conveyance of the first Lot by Declarant, or the Declarant elects, in Declarant's sole discretion, to cease and terminate Declarant's Class B Member status, whichever occurs earlier.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed initially by a Board of three (3) directors, who need not be Members. The number of directors may be increased as

provided in the Bylaws. The name and street address of the initial directors of this Association are:

Durval Costa	2003 Lake Pickett Road Orlando, Florida 32826
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Maria J. Costa	2003 Lake Pickett Road Orlando, Florida 32826
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Cesar DaCosta	2003 Lake Pickett Road Orlando, Florida 32826
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Directors nominated in these Articles or appointed by the Declarant may be removed by the Declarant, with or without cause, at any time. Any Directors elected by the Members may be removed by a majority of the Members, with or without cause, at any time.

At the first annual meeting, the Members shall elect one director for a term of one year, one director for a term of two years, and one director for a term of three years; and at each annual meeting thereafter, the Members shall elect one director for a term of three years.

ARTICLE VIII – OFFICERS

The Board of Directors shall elect a President, a Secretary and a Treasurer and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall determine. The President shall be elected from among the membership of the Board of Directors but no other officer needs to be a director. The same person may hold two (2) offices, the duties of which are not incompatible; provided, however, that the office of the President and Vice President shall not be held by the same person, nor shall the office of President, Secretary or Assistant Secretary be held by the same person.

The affairs of the Association shall be administered by the officers designated in the Bylaws of the Association. Said officers will be elected by the Board of Directors at its first meeting following the annual meeting of the Members of the Association. With the approval of the Board of Directors, the officers may employ a managing agent and/or such other managerial and supervisory personnel or entities to administer or assist in the administration of the operation and management of the Property, and the affairs of the Association, and any such person or entity may be so employed without regard to whether such person or entity is a Member of the Association or a director of the Association.

The names and addresses of the officers who will serve until their successors are designated are as follows:

President - Cesar DaCosta
2003 Lake Pickett Road
Orlando, Florida 32826

Vice President/
Treasurer - Durval Costa
2003 Lake Pickett Road
Orlando, Florida 32826

Secretary - Maria J. Costa
2003 Lake Pickett Road
Orlando, Florida 32826

ARTICLE IX

DISSOLUTION

Except as otherwise provided in the Declaration, the 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 transferred to another association or appropriate public agency having purposes similar to those for which this Association was created. In the event that such transfer is refused, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization devoted to such similar purposes, subject to court approval.

ARTICLE X

COMMENCEMENT AND DURATION OF CORPORATE EXISTENCE

This Association shall commence corporate existence on the date of filing these Articles with the Florida Secretary of State and shall have perpetual existence unless sooner dissolved under the terms hereof according to law.

ARTICLE XI

AMENDMENT

Subject to approval powers of the Department of Housing and Urban Development, Members holding at least two-thirds (2/3) of the votes in the Association (without regard to class) may change or amend any provision hereof either (1) by executing a written instrument setting forth such amendment, or (2) by voting to approve any such amendment at a regularly called meeting of the Members. A proposed amendment may be initiated by the Class B Member, the Association, or petition signed by at least ten percent (10%) of the Members. If a proposed amendment is to be adopted by vote, a written copy of the proposed amendment shall be furnished to each Owner at least thirty (30) days, but not more than ninety (90) days, prior to the meeting to discuss the proposed amendment. If adopted by vote, the affirmative vote required for adoption shall be two-thirds (2/3) of the votes of the Members (without regard to class) cast in person or by proxy at a meeting duly called, and the recorded certificate shall contain a recitation that notice was given as above set forth and said recitation shall be conclusive as to all parties, and all persons, whether or not parties, shall have full right to rely upon any recitation in such recorded certificate. The amendment shall be effective upon filing of the executed amendment with the office of the Secretary of State for the State of Florida.

Prior to the admission of any Class A Members, it is reserved to the Class B Member the absolute and unconditional right to alter, modify, change, revoke, rescind or cancel any or all of the provisions contained herein, in the Bylaws, or in the Declaration; provided, however, that, in the event that the Department of Housing and Urban Development shall have approved an application for FHA or VA financing prior to any amendment which could be made solely by the Class B Member, the Class B Member's right hereunder shall be conditioned upon obtaining the approval for such amendment from the Department of Housing and Urban Development.

ARTICLE XII

BYLAWS

The Bylaws of this Association shall be adopted by the Board of Directors and may be altered, amended, or rescinded as provided therein.

ARTICLE XIII

INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney fees, reasonably

incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in 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, except in such cases wherein the director or officer is adjudged to have been liable for or guilty of gross negligence or willful misconduct in the performance of his duties; provided that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association. 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. The intent of this indemnification is to afford protection to the directors and officers of the Association to the maximum extent allowed by law.

ARTICLE XIV

FHA/VA APPROVAL

If necessary to obtain approval of the Property from the Federal Housing Administration or the Veterans Administration, then 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 other than those expressly contemplated to be annexed by the terms and provisions of the Declaration, mergers and consolidations, mortgaging of Common Areas, dedication of Common Areas (except to the extent such Common Areas may be dedicated in the initial plat of the Property or in the Declaration), and dissolution or amendment of these Articles.

ARTICLE XV

DEFINITIONS

Capitalized terms contained herein shall have the definitions and meanings set forth in the Declaration of Covenants, Conditions and Restrictions of Duval Pointe.

ARTICLE XVI

ASSOCIATION TURNOVER

Section 1. Time of Turnover. The Turnover of the Association by the Declarant shall occur at the Association Turnover Meeting described in Section 2 below, which meeting shall take place within sixty (60) days of the occurrence after the following events, whichever occurs earliest:

(a) March 31, 2016;

(b) Upon voluntary conversion to Class A Membership by the Declarant;
or

(c) When the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

The Declarant, or their successors or assigns, shall remain a Member so long as Declarant, or their successors or assigns, owns a Lot or any other property which is subject to this Declaration.

Section 2. Procedure for Calling Association Turnover Meeting. The purpose of the Association Turnover Meeting shall be to elect directors to the Association. No more than sixty (60) days and no less than thirty (30) days prior to the Turnover Meeting, the Association shall notify in writing all Members of the date, location, and purpose of the Turnover Meeting.

(a) *Procedure at the Association Turnover Meeting.* At the Association Turnover Meeting (whereupon the Class A Members are obligated to elect the Board of Directors and assume control of the Association), a special meeting (the "Association Turnover Meeting") of the Members shall be called in accordance with the provisions of the Bylaws for the calling of a special meeting of the Members. For the purpose of convening the Association Turnover Meeting, a quorum shall consist of at least 25% of each class of Members. Among any other business to be presented at such meeting, nominations for places on the Board of Directors shall be taken from the floor and election of the Board of Directors shall be made therefrom. Each Member shall have one (1) vote for every place on the Board of Directors to be filled but shall be able to cast only one (1) vote for each position to be filled (by way of example, if three (3) positions on the Board of Directors are to be filled, and five (5) persons are nominated for the three (3) positions, then each Member shall have the ability to cast one (1) vote for any three (3) candidates, but may not cast more than one (1) vote for any particular candidate).

(b) *By Written Nomination and Written Ballot if the Association Turnover Meeting Fails For Lack of a Quorum.* If a quorum is not present at the Association Turnover Meeting, then within fourteen (14) days after the time for the Association Turnover Meeting, the Association shall send written notice to each Member that a quorum was not present and that election of Directors shall proceed by written nomination and later by written ballot. In such notice, the Association shall solicit nominations for positions on the Board of Directors and shall require that such written nominations be received by the Association within fourteen (14) days of such notice. Thereafter, the Association shall prepare a written ballot of all persons nominated and shall send such ballot to each Member with notice that the ballot must be returned to and received by the Association within fourteen (14) days of the mailing of such ballot. Those candidates receiving the most votes shall be elected to the Board of Directors and shall take office within thirty (30) days thereafter (at which time all Declarant-appointed

Directors shall resign). Such an election shall be valid and effective notwithstanding the receipt by the Association of votes of less Members than required for a quorum at any duly called and authorized meeting; provided, however, that this provision shall apply only to the election of Directors at the time the Declarant turns control of the Association over to the Class A Members.

Section 3. Procedure for Association Turnover Meeting. The Association Turnover Meeting shall be conducted in accordance with the most recent revision of Robert's Rules of Order.

IN WITNESS WHEREOF, the undersigned incorporator has set his hand and seal this 1st day of April, 2009.



CESAR DaCOSTA

STATE OF FLORIDA)
COUNTY OF ORANGE)

BEFORE ME, the undersigned authority, personally appeared **CESAR DaCOSTA** who, being by me first duly sworn, acknowledged that he executed the foregoing Articles of Incorporation for the purposes therein expressed, on this 1st day of April, 2009. He is [] personally known to me or [X] was identified by me as follows:
FL DRIVERS LICENSE.



Notary Public, State of Florida
My Commission Expires: November 4, 2010

NOTARY PUBLIC-STATE OF FLORIDA
Charles D. Miner
Commission # DD596261
Expires: NOV. 04, 2010
BONDED THRU ATLANTIC BONDING CO., INC.

EXHIBIT A

LEGAL DESCRIPTION

The North 156 feet of the South 390.65 feet of the West half of the Southeast 1/4 of the Southeast 1/4 of Section 14, Township 22 South, Range 31 East (less the West 30 feet for road right-of-way).

AND

The North 156 feet of the South 546.65 feet of the West half of the Southeast 1/4 of the Southeast 1/4 of Section 14, Township 22 South, Range 31 East (less the West 30 feet for road right-of-way).

Being more particularly described as follows:

Commence at the Southeast corner of said Southeast 1/4 of Southeast 1/4 of Section 14; thence S89 degrees 11'01"W, along the South line of said Southeast 1/4 of Southeast 1/4, a distance of 667.96 feet to the Southeast corner of said West 1/2 of Southeast 1/4 of Southeast 1/4; thence N00 degrees 50' 49"W, along the East line of said West 1/2, a distance of 234.65 feet to the Southeast corner of said North 156.00 feet of South 390.65 feet of West 1/2 and the Point of Beginning; thence continue N00 degrees 50'49"West, along said East line of West 1/2, a distance of 312.00 feet to the Northeast corner of said North 156.00 feet of South 546.65 feet of West 1/2; thence S89 degrees 11'01"West along the North line of said North 156.00 feet of South 546.65 feet of West 1/2, a distance of 635.92 feet to the East right-of-way line of Lake Pickett Road, right-of-way width 60.00 feet; thence South 00 degrees 38'00" East, along said East right-of-way line a distance of 312.00 feet to a point on the South line of said North 156.00 feet of South 390.65 feet of West 1/2; thence North 89 degrees 11'01"East, along the South line of said North 156.00 feet of South 390.65 feet of West 1/2, a distance of 637.08 feet to the Point of Beginning.

Containing 198,587 square feet or 4.559 acres, more or less.

**CERTIFICATE DESIGNATING PLACE OF REGISTERED OFFICE
FOR SERVICE OF PROCESS WITHIN THIS STATE AND
NAME OF REGISTERED AGENT UPON WHOM
PROCESS MAY BE SERVED**

This certificate is submitted in compliance with F.S. Sections 48.091 and 617.0501:

DUVAL POINTE HOMEOWNERS ASSOCIATION, INC., desiring to organize as a corporation under the laws of the State of Florida, with its principal office as indicated in its Articles of Incorporation in the City of Orlando, County of Orange, State of Florida, names the following person to serve as its Registered Agent to accept service of process within this State: **CESAR DaCOSTA**, 2003 Lake Pickett Road, Orlando, Florida 32826.

Acceptance

Having been named to accept service of process for the above named corporation, at the place designated in this Certificate, I hereby state that I am familiar with and accept the obligations of the position, and that I agree to act in this capacity and to comply with the provisions of the said statute relative to keeping open said office.

Dated this 1st day of April, 2009.



CESAR DaCOSTA
2003 Lake Pickett Road
Orlando, FL 32826

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TALLAHASSEE, FLORIDA