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for 10/28/09



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

October 19, 2009

PHILIP KAPROW  
1318 TOWN PLAZA COURT  
WINTER SPRINGS, FL 32708

SUBJECT: HOLLY HOMES HOMEOWNER'S ASSOCIATION, INC.  
Ref. Number: W09000046453

We have received your document for HOLLY HOMES HOMEOWNER'S ASSOCIATION, INC. and your check(s) totaling \$78.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

The registered agent and street address must be consistent wherever it appears in your document.

An effective date may be added to the Articles of Incorporation if a 2010 date is needed, otherwise the date of receipt will be the file date. A separate article must be added to the Articles of Incorporation for the effective date.

Please return the corrected original and one copy of your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6973.

Claretha Golden  
Regulatory Specialist II  
New Filing Section

Letter Number: 109A00033345

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EFFECTIVE DATE

10/26/09

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ARTICLES OF INCORPORATION

HOLLY HOMES HOMEOWNER'S ASSOCIATION, INC. 2009 OCT 27 PM 1:45

The undersigned, by these Articles, associate themselves for the purpose of forming a not-for-profit corporation under and in accordance with the provisions of Chapter 617 and chapter 720, Florida Statutes, and certify as follows:

**Article 1. Name.** The name of the corporation is HOLLY HOMES HOMEOWNER'S ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "**Association**".

**Article 2. Address.** The address of the initial principal office of the Association and the initial mailing address of the Association is 2524 S. Park Drive, Sanford, Florida.

**Article 3. Definitions.** All capitalized terms used in these Articles of Incorporation which are not defined herein shall have the meaning set forth in the DECLARATION OF COVENANTS AND RESTRICTIONS OF HOLLY HOMES HOMEOWNER'S ASSOCIATION, INC., recorded or to be recorded by The Center For Affordable Housing, Inc. ("**Declarant**"), in the public records of Seminole County, Florida, as such Declaration may be amended and/or amended and restated from time to time (the "**Declaration**").

**Article 4. Purposes.** The Association does not contemplate pecuniary gain nor benefit, direct or indirect, to its members. By way of explanation and not of limitation, the purposes for which the Association is organized are:

- (a) to be and constitute the Association to which reference is made in the Declaration, to perform all obligations and duties of the Association, and to exercise all rights and powers of the Association, as set forth in the Governing Documents and as provided by law; and
- (b) to provide an entity for the furtherance of the interests of the owners of real property now and hereafter made subject to the Declaration (such real property is referred to in these Articles as the "**Community**"); and
- (c) to operate, maintain, and manage the Surface Water and Storm Water Management System in a manner consistent with the requirements of St. Johns River Water Management District (the "**District**") and applicable rules; to assist in the enforcement of the Declaration's provisions relating to the surface Water and Storm Water Management System; and to levy and collect adequate assessments against Owners for the cost of maintenance and operation of the Surface Water and Storm Water Management System.

**Article 5. Powers.** In furtherance of its purposes, the Association shall have the following power, which, unless indicated otherwise by the Declaration or Bylaws of the Association, shall, if exercised at all, be exercised by the Board of Directors:

- (a) all of the powers conferred upon not-for-profit corporations by common law and Florida Statutes in effect from time to time; and
- (b) all of the powers necessary or desirable to perform the obligations and to exercise the rights and powers set out in these Articles, the Bylaws, and the Declaration, including, without limitation, the following:
  - (i) to fix, levy, collect, and enforce payment of all charges or assessments authorized by the Declaration by any lawful means; to pay all expenses in connection therewith and all administrative and other expenses incident to the conduct of the business of the Association including, without limitation, all licenses, taxes, or governmental charges levied or imposed against the property of the Association;
  - (ii) to manage, control, operate, alter, maintain, repair, improve, and replace the common areas and facilities, and any property acquired by the Association, or any property owned by another for which the Association, by rule, regulation, declaration, or agreement, has a right or duty to provide such services;
  - (iii) to make rules and regulations and to enforce covenants, conditions, or restrictions affecting any property within the Community to the extent the Association may be authorized to do so under the Declaration or Bylaws;
  - (iv) to engage in activities which will actively foster, promote, and advance the common interests of all owners of property within the Community subject to the Declaration;
  - (v) to buy, or otherwise acquire, sell, or otherwise dispose of, mortgage, or otherwise encumber, exchange, lease, own, hold, use, operate, and otherwise deal in and with, real, personal, and mixed property of all kinds and any right or interest therein for any purpose of the Association;
  - (vi) to borrow money for any purpose subject to such limitations as may be contained in the Declaration and/or Bylaws;
  - (vii) to enter into, make, perform, and enforce agreements of every kind and description, and to do all other acts necessary, appropriate, or advisable in carrying out any purpose of the Association, with or in association with any other corporation, or other entity or agency, public or private;
  - (viii) to act as agent, trustee, or other representative of other corporations, firms, or individuals, and as such to advance the business or ownership interests in such corporations, firms, or individuals; and otherwise elect;
  - (ix) to provide any and all supplemental municipal services to the Community as may be necessary or desirable.

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

permitted by law; and the powers specified in each of the paragraphs of this Article 5 are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph or provision of this Article 5.

**Article 6.     Members.**     The Association shall be a membership corporation without certificates or shares of stock. The Owner of each Lot shall be a member of the Association and shall be entitled to vote as provided in the Declaration and the Bylaws. Membership in the Association is appurtenant to, and may not be severed from the Unit or Lot. The rights and obligations of a Member may not be assigned or delegated except as provided in the Declaration, these Articles of Incorporation, or the Bylaws of the Association, and shall automatically pass to the successor-in-interest of any Owners upon conveyance of such Owner's interest in the Lot or Unit.

Change of an Owner's membership in the Association shall be established by recording in the Public Records of the County, a deed or other instrument establishing record title to a Lot. Upon such recordation, the Owner designated by such instrument shall become a member of the Association and the membership of the prior Owner shall terminate.

**Article 7.     Existence and Duration.**     Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State of the State of Florida. The Association shall exist in perpetuity.

**Article 8.     Board of Directors.**     The Association's business and affairs shall be conducted, managed, and controlled by a Board of Directors ("**Board**"). The Board may delegate its operating authority to such companies, individuals, or committees as it, in its discretion, may determine.

The Board shall initially consist of three members, as provided in the Bylaws. The names and addresses of the initial directors, who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

William F. Newman	2324 S. Park Drive, Sanford, Florida 32773
Stephen R. Cold	115 E. Marks Street, Orlando, Florida 32803
John E. Sweeney	693 Palm Drive, Oviedo, Florida 32765

The method of election and removal of directors, filling of vacancies, and the term of office of directors shall be as set forth in the Bylaws.

**Article 9.     Bylaws.**     The initial Bylaws shall be adopted by the Board and thereafter may be altered, amended, rescinded or repealed in the manner provided in the By-Laws.

**Article 10. Liability of Directors.** To the fullest extent that Chapter 617 and Chapter 720 Florida Statutes, or other applicable law, exists on the date hereof or as they may hereafter be amended, permits the limitation or elimination of the liability of directors or officers, no director or officer of the Association shall be personally liable to the Association or its members for monetary damages for breach of duty of care or other duty as a director or officer. No amendment to or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any director or officer of the Association for or with respect to any acts or omissions of such director or officer occurring prior to such amendment or repeal.

**Article 11. Indemnification.**

- (a) Indemnity. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a director, employee, officer, or agent of the Association. Such indemnification shall include indemnification against expenses (including, without limitation, reasonable attorneys' fees and appellate attorneys' fees), judgments, fines, and amounts paid in settlement, actually and reasonable incurred by the indemnified person in connection with such action, suit, or proceeding, if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceedings, such person had no reasonable cause to believe his or her conduct was unlawful. Notwithstanding the foregoing, no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for gross negligence or misfeasance or malfeasance in the performance of his or her duty to the Association, unless, and then only to the extent that, the court in which such action or suit was brought shall determine upon application that despite the adjudication of liability, in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses as such court shall deem proper. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful. Notwithstanding the foregoing, the Association need not indemnify the managing agent of the Community unless such indemnification is required to do so by the agreement between the Association and such managing agent, approved by the Board or required by law.
- (b) Approval. Any indemnification under paragraph (a) above (unless order by a court) shall be made by the Association only as authorized in the specific case upon a

determination that indemnification is proper under the circumstances because the person requesting indemnification has met the applicable standard of conduct set forth in paragraph (a) above. Such determination shall be made (i) by majority vote of the members of the Board who were not parties to such action, suit, or proceeding, if sufficient to constitute a quorum, or (ii) if a quorum of the Board is not obtainable, or, even if obtainable, if a quorum of disinterested directors so directs, in a written opinion rendered by independent legal counsel engaged by the Association.

- (c) Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Association in advance of the final disposition of such action, suit, or proceeding as authorized by the Board in any specific case upon receipt of a written agreement by or on behalf of the affected director, officer, employee, or agent to repay such amount if it is ultimately determined that he or she is not entitled to be indemnified by the Association as authorized in these Articles.
- (d) Miscellaneous. The indemnification provided by these Articles shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled by law, under the By-Laws, or pursuant to any agreement, vote of Members, or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs and personal representatives of such person.
- (e) Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the Association, including, without limitation, as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprises, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of this Articles.

## **Article 12. Interested Directors.**

- (a) No contract or transaction between the Association and one or more of its directors or officers, or between the Association and any other corporation, partnership, or Association, or other organization in which one or more of its directors or officers are directors or officers of or have a financial interest in, shall be invalid, void, or voidable solely for such reason, or solely because the director or officer is present at or participates in the meeting of the Board at which such contract or transaction was authorized, or solely because his, her, or their votes are counted for such purpose. No director or officer of the Association shall incur liability by reason of the fact that he or she is or may be interested in any such contract or transaction.

- (b) Interested directors may be counted in determining the presence of a quorum at a meeting of the Board at which a contract or transaction with an interested director is to be considered.
- (c) The Association may enter into contracts and transactions with Declarant and Declarant's Affiliates.

**Article 13. Amendments.** As long as Developer owns sufficient lots to not require turnover as defined in Chapter 720, Florida Statutes, Developer may unilaterally amend these Articles for any purpose. Thereafter, amendments shall require the approval of at least 67% of unit owners. Provided, that if the U.S. Department of Housing and Urban Development ("HUD") or the U.S. Department of Veterans Affairs ("VA") has granted project approval for FHA-insured or VA-guaranteed Mortgages on Lots prior to said turnover, then any amendment shall require the approval of at least 67% of the unit owners and the written consent of the Developer. No amendment may be in conflict with the Declaration.

**Article 14. Dissolution.** The Association may be in accordance with the provided for provisions of Chapter 720, Florida Statutes. Upon dissolution of the Association, if VA is guaranteeing or HUD is insuring the Mortgage on any Lot, then unless otherwise agreed to in writing by HUD or VA, any remaining real property of the Association shall be dedicated to an appropriate public agency or conveyed to a non-profit organization to be used for purposes similar to those for which this Association was created. In the event that acceptance of such dedication is refused, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust, or other organization to be devoted to such similar purposes. Such requirement shall not apply if VA is not guaranteeing and HUD is not insuring any Mortgage; provided, if either agency has granted project approval of the Community, then HUD and/or VA shall be notified of such dissolution.

In the event of the Association's termination, dissolution, or final liquidation, the responsibility for the operation and maintenance of the Surface Water and Storm Water Management system must be transferred to and accepted by an entity, which complies with Section 40C-42.027, F.A.C. and is approved in writing by the District prior to such termination, dissolution, or liquidation.

**Article 15. HUD/VA Approval.** As long as Declarant has the right to appoint and remove the directors and officers of the Association as provided in the Bylaws, the following actions shall require the prior approval of the VA or HUD, if either agency has granted project approval for the guaranteeing or insuring of Mortgages on Lots: annexation of additional property to the development, except for annexation by Declarant in accordance with Section 9.1 of the Declaration pursuant to a plan of annexation previously approved by VA and/or HUD, as applicable; mergers, consolidations, or dissolution of the Association; mortgaging of Common Area; dedication of Common Area to any public entity; and amendment of these Articles.

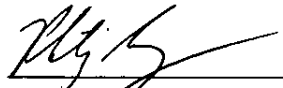


**Article 16. Incorporator.** The name of the incorporator of the Association is The Center For Affordable Housing, Inc. and such incorporator's address is 2524 S. Park Avenue, Sanford, Florida.

**Article 17. Registered Agent and Office.** The initial registered agent of the Association is Philip S. Kaprow, Esq., 1318 Town Plaza Court, Winter Springs, Florida 32708.

**Article 17. Effective Date.** The Effective Date of this entity shall be October 26, 2009.

**IN WITNESS WHEREOF**, the undersigned Incorporator has executed these Articles of Incorporation this 26<sup>th</sup> day of October, 2009.



By: Philip S. Kaprow, Esq.  
As Incorporator

**CERTIFICATE DESIGNATING PLACE OF BUSINESS  
FOR SERVICE OF PROCESS WITHIN THIS STATE,  
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

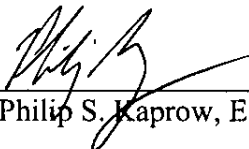
Pursuant to Chapter 48.091, Florida Statutes, the following is submitted in compliance with said Act:

That, **Holly Homes Homeowner's Association, Inc.**, desiring to organize under the laws of the State of Florida, with its principal office at 2524 S. Park Avenue, Sanford, Florida, has named Philip S. Kaprow, Esq., whose office is located at 1318 Town Plaza Court, Winter Springs, Florida 32708, as its agent to accept service of process within the State.

**ACKNOWLEDGEMENT**

Having been named to accept service of process for the above stated corporation, at the place designated in this Certificate, Philip S. Kaprow, Esq., hereby accepts to act in this capacity, and agrees to comply with the provisions of said Act relative to keeping open said office.

Dated: October 26th, 2009

By:   
Philip S. Kaprow, Esq.

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