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FLORIDA PROFIT/NON PROFIT CORPORATION
OAK RANCH HOMEOWNERS' ASSOCIATION, INC.

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**ARTICLES OF INCORPORATION
OF**

OAK RANCH HOMEOWNERS' ASSOCIATION, INC.

The undersigned incorporator, a resident of the State of Florida and of full age, hereby makes, subscribes, acknowledges and files with the Department 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 **OAK RANCH HOMEOWNERS' ASSOCIATION, INC.**, a Florida corporation not for profit (hereinafter called the "Association" in these Articles).

**ARTICLE II
OFFICE AND REGISTERED AGENT**

The Association's registered office is: 221 Turner Street, Clearwater, FL 33756. The Association's registered agent is J. PAUL RAYMOND, Esquire, who maintains a business office at: 625 Court Street, Suite 200, Clearwater, FL 33756. Both the Association's registered 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

Prepared by:
J. Paul Raymond, Esq.
Post Office Box 1669
Clearwater, FL 33757
(727) 441-8966
Florida Bar #0169268

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architectural control of all common areas and residential lots within that certain tract of property (hereinafter called the "Property") in Hillsborough County, Florida, and more particularly described as:

A parcel of land lying within the Northeast 1/4 of the Southwest 1/4 of Section 17, Township 28 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

As a point of reference commence at the Southeast corner of the Northeast 1/4 of the Southwest 1/4 of said Section 17 and proceed thence North 00°01'41" West, along the East boundary of the Northeast 1/4 of the Southwest 1/4 of said Section 17, a distance of 463.48 feet (463.43 feet deed); thence North 89°50'02" West, a distance of 24.88 feet to a point on the West right-of-way line of Tom Folsom Road and the Point of Beginning; thence North 89°48'37" West, a distance of 1047.47 feet to a point on the Southerly right-of-way line of Harney Road; thence North 55°35'49" East, along said Southerly right-of-way line, a distance of 899.05 feet; thence South 34°24'11" East, a distance of 237.50 feet; thence North 55°35'49" East, a distance of 207.59 feet to a point on the aforementioned West right-of-way line of Tom Folsom Road; thence South 00°01'37" East, along said West right-of-way line, a distance of 432.78 feet to the Point of Beginning.

Also known as Lots 1-22, inclusive Oak Ranch, a subdivision lying within Section 17, Township 28 South, Range 20 East, Hillsborough County, Florida as recorded in Plat Book 125, Page 228, Public Records of Hillsborough, County, Fl.

ARTICLE IV POWERS

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, Restrictions and Easements for OAK RANCH (hereinafter called the "Declaration") applicable to the Property and recorded or to be recorded in the above-referenced county, 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;

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(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;

(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;

(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;

(e) Borrowing. Borrow money and, with the approval of eighty (80%) percent 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 eighty (80%) percent of each class of 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 eighty (80%) percent of each class of members determine;

(g) Mergers. With the approval of eighty (80%) percent of each class of 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 and Common Property (as those terms are defined in the Declaration) consistent with the rights and duties established by the Declaration and these Articles;

(i) Levy/Collect Assessments. To levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management systems, including but not limited to, work within retention areas, drainage structures, and drainage easements.

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(j) Operate/Maintain. To operation, maintain, and manage conservation areas and the surface water and stormwater management system, including all lakes, retention areas, culverts, and related appurtenances, in a manner consistent with the Southwest Florida Water Management District permit requirements and applicable District rules, and assist in the enforcement of the restrictions and covenants contained therein.

(k) 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 Declaration or these Articles, or reasonably necessary to effectuate the exercise of any right, power, or privilege so granted;

(l) Enforcement. To enforce by legal means the obligations of the members of this Association and the provisions of the Declaration;

(m) Litigation. To sue or be sued; provided, however, that this Association's right to sue any third party is limited in the manner described in the Declaration;

(n) Other. Engage in all lawful acts permitted or authorized by Section 617.0302, Fla. Stat.;

(o) The South West Florida Water Management District [the "District"] has the right to take enforcement measures, including a civil action for injunction and/or penalties against the Association to compel it to correct any outstanding problems with the surface water management system facilities;

(p) Any amendment of the Declaration of protective covenants, deed restrictions or declaration of condominium affecting the surface water management system facilities shall have the prior written approval of the District;

(q) If the Association ceases to exist, all of the lot owners, parcel owners or unit owners shall be jointly and severally responsible for operation and maintenance of the surface water management system facilities in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility for such operation and maintenance; and

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(r) For projects which have on-site wetland mitigation which requires ongoing monitoring and maintenance, the Association shall allocate sufficient funds in its budget for monitoring and maintenance of the wetland mitigation area(s) each year until the District determines that such monitoring and maintenance is no longer necessary to comply with the Environmental Resource Permit.

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

ARTICLE VI **VOTING AND VOTING RIGHTS**

This Association shall have two classes of voting membership:

1. The voting rights of the membership shall be appurtenant to the Ownership of the Lot. There shall be two classes with respect to voting rights:

Class A. Class A members shall be all Owners with the exception of the DECLARANT, 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 votes 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 members shall be the DECLARANT and its successors and assigns. The Class B members shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership as provided in Section I of this Article III. The Class B membership shall cease upon the earlier of the following events occurring: (i) within three months after 90% of the Lots have been conveyed to an Owner other than the DECLARANT, or (ii) seven (7) years

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after the date of the Declaration is recorded in the public records in the public records in the county where the Property is situated; or (iii) any earlier time at DECLARANT'S option. After Class B ceases, any Lot owned by Declarant shall convert to Class A member.

2. Any Member who is 90 days or more delinquent in the payment of any charges duly levied by the Association against a Lot owned by such Member shall not be entitled to vote until all such charges, together with such reasonable penalties as the Board of Directors of the Association may impose, have been paid.
3. Voting on all matters except the election of directors shall be by voiced vote or by show of hands unless a majority of the Members of each Class present at the meeting shall, prior to voting on any matter, demand a ballot vote on that particular matter. Where directors or Officers are to be elected by the Members, the solicitation of proxies for such elections may be conducted by mail.

ARTICLE VII **BOARD OF DIRECTORS**

Section 1. This Association's affairs are managed by a Board of Directors initially composed of three Directors. The number of Directors from time to time may be changed by amendment to this Association's By-Laws, but at all times it must be either three (3) members or five (5) members. The initial Directors named below shall serve until this Association's Turnover meeting. The term of office for all Directors is one year. Before any such annual meeting occurring after the Class "B" Control Period expires, 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 majority membership vote by written ballot with the exception of the initial Board of Directors and the first Board of Directors appointed by the Developer at Turnover of Association Control. Each member may vote for each vacancy; however, cumulative voting is not permitted. Directors need not be Association members.

Upon the conveyance of 50 percent of the parcels in the subdivision which will ultimately be operated by the Association, Class A members shall have the right to elect one Director. The Developer shall have the right to elect one Director, after the elimination of Class B Membership in the Association, for so long as Developer holds for sale in the ordinary course of business at least 5% of the parcels in the subdivision.

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

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are removed, are:

Markos Lagos	President	2070 Range Road, Clearwater, FL 33765
Geoffrey Weber	Vice President & Secretary	221 Turner St., Clearwater, FL 33756
Andrew Lynn	Assistant Secretary	221 Turner St., Clearwater, FL 33756

ARTICLE VIII **INCORPORATOR**

The name and business office of the incorporator is J. PAUL RAYMOND, Esquire, whose address is 625 Court Street, Suite 200, Clearwater, FL 33756.

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 eighty (80%) percent 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 and maintenance of the surface water and stormwater management system must be transferred to and accepted by an entity which would comply with Section 40, Fla.Adm.Code, and be approved by the Southwest Florida Water Management District prior to such termination, dissolution or liquidation.

ARTICLE X **DURATION**

This Association exists perpetually.

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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 the majority of the Board of Directors, except as to those provisions for amendment to the By-Laws which are provided in the Declaration or any future supplemental declaration in which case those provisions shall control such amendment.

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 eighty (80%) percent of the entire membership, except as to those provisions for amendment to these Articles which are provided in the Declaration or any supplemental declaration in which case those provisions shall control such Amendments, or if the provision to be amended requires a higher percentage for a specified action, such provisions may not be amended except by the percentage vote specified therein.

ARTICLE XIII
INTERPRETATION

Express reference is made to the Declaration where necessary to interpret, construe, and clarify the provisions of these Articles. Without limitation, all terms defined in the Declaration have the same meaning where used in these Articles. By subscribing and filing these Articles, the incorporator intends for 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
INDEMNIFICATION

The corporation shall indemnify any individual who was or is a party to any proceeding (other than an action by, or in the right of, the corporation), by reason of the fact that such individual is or was a director, officer, employee, or agent of the corporation, or is or was serving at the request of

the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against liability incurred in connection with such proceedings, including any appeal thereof, including gross negligence, to the full extent as authorized by law, said indemnity to include but not be limited to expenses and amounts paid in settlement, expenses of liabilities incurred as a result of such individual serving as a director, officer, employee or agent as hereinabove provided, or as otherwise contemplated and included within applicable law. Indemnification and advancement of expenses as provided herein shall continue as to an individual who has ceased to be a director, officer, employee or agent, and shall enure to the benefit of the heirs, executors and administrators of such an individual, and any amendment or changes to this indemnification provision shall be prospective only and as to individuals who shall serve as a director, officer, employee or agent after the effective date of such amendment, and such amendment shall not otherwise affect the rights of indemnification for any individual who has theretofore served as a director, officer, employee or agent.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, I, the undersigned have executed these Articles of Incorporation, this 12 day of January, 2016.

INCORPORATOR

J. PAUL RAYMOND, Esquire

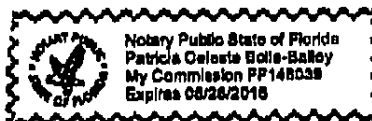
STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, J. PAUL RAYMOND, to me [☒] personally known to be the individual described in and who executed the foregoing instrument or who has produced N/A as identification and who did take an oath and acknowledged before me that he executed the same for the purposes therein expressed and in the capacity so stated.

WITNESS my hand and official seal at Clearwater, said County and State, this 12 day of January, 2016.

Patricia Celeste Balle-Bailey
Notary Public

Print Name: PATRICIA CELESTE BALLE-BAILEY
My Commission Expires: _____



**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE
SERVICE OF PROCESS WITHIN THE STATE OF FLORIDA AND NAMING THE
REGISTERED AGENT UPON WHOM PROCESS MAY BE SERVED**

OAK RANCH HOMEOWNERS' ASSOCIATION, INC., desiring to organize under the laws of the State of Florida, as a corporation not for profit with its principal office, as indicated in its Articles of Incorporation, at: 221 Turner Street, Clearwater, FL 33756, has named J. PAUL RAYMOND, Esquire, whose business office is: 625 Court Street, Suite 200, Clearwater, FL 33756, as its registered agent to accept service of process within Florida.

ACCEPTANCE

Having been named as registered agent and to accept service of process for the above stated corporation not for profit 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.

Dated this 12th day of January, 2016.



J. Paul Raymond