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TALLAHASSEE, FLORIDA

07/12/17



**CLARK, CAMPBELL,  
LANCASTER & MUNSON, P.A.**  
— ATTORNEYS AT LAW —

**TIMOTHY F. CAMPBELL**

Board Certified Real Estate Attorney  
Board Certified City, County & Local Government Attorney

[tcampbell@cclmlaw.com](mailto:tcampbell@cclmlaw.com)

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\*\*\*\*\*  
BOARD CERTIFICATIONS:

1. REAL ESTATE 2. TAX LAW  
3. CITY, COUNTY & LOCAL GOVERNMENT

July 10, 2017

**Via Overnight Delivery**

Department of State  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

RE: Coachman Square Subdivision Homeowners Association, Inc.

To Whom It May Concern:

Enclosed is an original and one (1) copy of the Articles of Incorporation and a check in the amount of \$70.00 for the filing fee for the above-referenced entity.

My contact information is the following:  
Timothy F. Campbell, Esq.  
Clark, Campbell, Lancaster & Munson, P.A.  
500 South Florida Avenue, Suite 800  
Lakeland, FL 33801  
E-mail: [tcampbell@cclmlaw.com](mailto:tcampbell@cclmlaw.com)

If you have any questions or concerns, please do not hesitate to contact me. Thank you in advance for your kind attention to this matter.

Sincerely,

Timothy F. Campbell, Esq.

Enclosures

cc: Charles N. Hunt, Jr.  
File

**ARTICLES OF INCORPORATION  
OF  
COACHMAN SQUARE SUBDIVISION HOMEOWNERS ASSOCIATION, INC.**

The undersigned subscriber of these Articles of Incorporation, for the purpose of forming a corporation not-for-profit, pursuant to Chapter 617 of the Florida Statutes, does hereby adopt the following Articles of Incorporation for such corporation:

1. Name of Corporation. The name of the corporation is COACHMAN SQUARE SUBDIVISION HOMEOWNERS ASSOCIATION, INC. (the "**Association**").

2. Principal Office. The initial principal office of the Association is 5830 Scott Lake Hills Lane, Lakeland, Florida 33813. The mailing address of the Association is 5830 Scott Lake Hills Lane, Lakeland, Florida 33813.

3. Registered Office - Registered Agent. The street address of the Registered Office of the Association is 500 South Florida Avenue, Suite 800, Lakeland, Florida 33801. The name of the Registered Agent of the Association is Timothy F. Campbell.

4. Definitions. A declaration entitled Declaration of Restrictive Covenants and Conditions for Coachman Square Subdivision to be recorded in the public records of Polk County, Florida, as may be amended from time to time (the "**Declaration**"), which will refer to the Association and shall govern all of the operations of a community to be known as Coachman Square Subdivision. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

5. Purpose of Association. The Association is formed to own, operate, maintain and act to manage all phases of Coachman Square Subdivision generally, and more specifically as follows:

5.1. Provide for operation, maintenance and preservation of the Common Areas and improvements thereon. The Common Areas shall include any and all real property and improvements thereon owned by, leased to, or dedicated to the Association for the use and benefit of some or all of its members, including, without limitation, access, utility, irrigation, Surface Water Management System Facilities, swimming pool and facilities, conservation and other easements (whether or not dedicated or otherwise conveyed to the City of Lakeland, Polk County (the "**County**"), or other governmental body or agency), landscaping areas, private roads and right-of-way, gate and gate systems, lighting for the Community, signage for the Community, preservation areas and any other property (real, personal, or mixed) or interest therein that benefits the Community generally.

5.2. Provide for ownership, operation, maintenance and preservation of the Surface Water Management System Facilities.

5.3. Perform the duties delegated to it in the Declaration.

5.4. Administer the interests of the Association and the Lot Owners.

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POLK COUNTY, FLORIDA

5.5. Promote the health, safety and welfare of the Lot Owners.

5.6. Collect assessments and other amounts due, if any, to the Association and remit the same to the Association.

6. Not-For-Profit. The Association is a not for profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its members.

7. Powers of Association. The Association shall, subject to the limitations and reservations set forth in the Declaration, have all the powers, privileges and duties reasonably necessary to discharge its obligations, including, but not limited to the following:

7.1. To perform all the duties and obligations of the Association set forth in the Declaration, these Articles, and the Bylaws of the Association (the "**Bylaws**") and to take any other action necessary for the purposes for which the Association is organized.

7.2. To enforce and interpret, by legal action or otherwise, the provisions of the Declaration, these Articles, and the Bylaws, and the rules, regulations, covenants, restrictions and/or agreements governing or binding the Association and Coachman Square Subdivision, either for the benefit of the Association, directly, or in conjunction with, or on behalf of, the Lot Owners.

7.3. To operate, maintain and improve the Common Areas and to promote rules and regulations for use by the Lot Owners.

7.4. To operate and maintain the Surface Water Management System Facilities, which includes, without limitation, all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas, subject to the rules and regulations of Southwest Florida Water Management District.

7.5. To fix, levy, collect and enforce payment, by any lawful means, of all assessments payable pursuant to the terms of the Declaration, these Articles, and the Bylaws.

7.6. To fix, levy, collect, and enforce payment, by any lawful means, of all fines imposed in accordance with Florida Statutes, Chapter 617 and the terms of the Declaration, to maintain order within Coachman Square Subdivision and to encourage observance of the terms of the Declarations, these Articles and the Bylaws

7.7. To pay all Association expenses, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the Common Areas, if any, or other property of the Association.

7.8. To acquire (by gift, purchase, or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or

otherwise dispose of real or personal property (including the Common Areas) in connection with the functions of the Association except as limited by the Declaration.

7.9. To borrow money, and to mortgage, pledge or hypothecate any or all of its real or personal property as security for money or debts incurred.

7.10. To dedicate, grant, license, lease, create easements upon, sell or transfer all or any part of, the Common Areas, if any, to any public agency, entity, authority, utility, or other person or entity for such purposes and subject to such conditions as it determines subject only to requirements in the Declaration, if any.

7.11. To participate in mergers and consolidations with other not for profit corporations organized for the same purposes.

7.12. To employ personnel and retain independent contractors to contract for management of the affairs of the Association, Coachman Square Subdivision, and the Common Areas, if any, as provided in the Declaration and to delegate in such contract all or any part of the powers or duties of the Association.

7.13. To contract for services, if any, to be provided to, or for the benefit of, Association, Lot Owners, the Common Areas, and Coachman Square Subdivision, as provided in the Declaration such as, but not limited to, maintenance, garbage pick-up, and utility services. The Board shall not approve any contract with a contingency payment without the approval of the members.

7.14. To establish committees and delegate certain of its functions to those committees.

7.15. To sue and be sued.

7.16. To contract for services to be provided for operation and maintenance of the Surface Water Management System Facilities if the Association contemplates employing a maintenance company.

7.17. To require all Lot Owners to be members of the Association.

7.18. To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions, or agreements governing the Association, Coachman Square Subdivision, the Common Areas, and the Surface Water Management System Facilities as provided in the Declaration and to take any other action necessary for the purposes for which the Association is organized.

7.19. To have and to exercise any and all powers, rights and privileges which a not for profit corporation organized under the Laws of the State of Florida may now, or hereafter, have or exercise.

8. Association Lawsuits. The Board shall have no duty to bring any suit against any party, and the Board is permitted to apply a rule of reasonableness when determining whether to bring suit against any party.

9. Voting Rights. Each Lot Owner and Declarant shall be a member of the Association. Lot Owners and Declarant shall have the voting rights set forth in the Declaration and the Bylaws, however, the Bylaws shall not be inconsistent with the Declaration.

10. Board of Directors and Officers. The affairs of the Association shall be managed by a board of directors having an odd number with not less than three (3) nor more than five (5) members ("Board"). The initial number of directors shall be three (3). The names and addresses of the initial directors and officers of the Association are as follows:

Charles N. Hunt, Jr. President	5830 Scott Lake Hills Drive Lakeland, Florida 33813
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Alice A. Hunt Vice-President/Treasurer	5830 Scott Lake Hills Drive Lakeland, Florida 33813
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Alyssa Carey Secretary	5830 Scott Lake Hills Drive Lakeland, Florida 33813
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The members of the Board shall be appointed and/or elected as stated in the Bylaws. The present members of the Board or successors of the present members of the Directors as appointed by them in the event of the removal or disability of one or all of said Directors, shall hold office until the next annual meeting of the Members, at which time the successors shall be elected. Each Director thereafter shall hold office until the next annual meeting of the Members and until his or her successor shall have been elected and qualified, or until removed by a majority vote of the Members for misfeasance or malfeasance, at a special meeting of the Members called for that purpose. The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers (collectively, the "**Officers**") as the Board shall from time to time determine. Officers shall be appointed/elected as stated in the Bylaws.

11. Dissolution. In the event of the dissolution of the Association other than incident to a merger or consolidation, any Owner may petition the Circuit Court having jurisdiction over Coachman Square Subdivision for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Common Areas, if any, in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties.

12. Duration. The Association shall have perpetual existence; however, if the Association is dissolved, the control or right of access to the property containing the Surface Water Management System Facilities shall be conveyed or dedicated to an appropriate governmental unit or public utility and that if not accepted, then the Surface Water Management System Facilities shall be conveyed to a not for profit corporation similar to the Association.

13. Amendments.

13.1. General Restriction on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these Articles shall affect the rights of Declarant unless such amendment receives the prior written consent of Declarant, as applicable, which may be withheld for any reason whatsoever. No amendment shall be effective until it is recorded in the Public Records.

13.2. Amendments Prior to the Turnover Date. Prior to the date of the date upon which Declarant is required to turn the operation of the Association to the Lot Owners within Coachman Square Subdivision as set forth in the Declaration that governs the development, as may be amended from time to time ("**Turnover Date**"), Declarant shall have the right to amend these Articles as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Declarant's right to amend under this Section is to be construed as broadly as possible. In the event that the Association shall desire to amend these Articles prior to the Turnover Date, the Association must first obtain Declarant's prior written consent to any proposed amendment. After receiving the Declarant's consent to the proposed amendment, an amendment identical to that approved by Declarant may be adopted by the Association pursuant to the requirements for amendments from and after the Turnover Date. After approval of the amendment by the Board, Declarant shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

13.3. Amendments After the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth above, these Articles may be amended at an annual or special meeting called for that purpose by the approval of at least eighty percent (80%) of the voting interests of Class A Members present and voting, provided that notice of the text of each proposed amendment was sent to the members with notice of the meeting.

14. Limitations.

14.1. Declaration is Paramount. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights, and obligations set forth in the Declaration.

14.2. Rights of Declarant. There shall be no amendment to these Articles which shall abridge, reduce, amend, affect or modify the rights of Declarant.

14.3. Bylaws. These Articles shall not be amended in a manner that conflicts with the Bylaws.

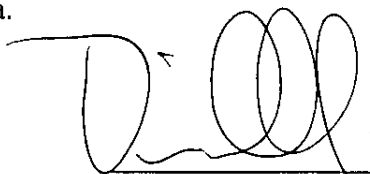
15. Indemnification of Officers and Directors. The Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which such Director or Officer may be made a party by reason of being or having been a Director or Officer of the Association, including reasonable counsel fees and paraprofessional fees at all levels of proceeding. This indemnification shall not apply to

matters wherein the Director or Officer shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officer may be entitled.

16. Transactions in Which Directors or Officers are Interested. No contract or transaction between the Association and one (1) or more of its Directors or Officers or Declarant, or between the Association and any other corporation, partnership, association, or other organization in which one (1) or more of its Officers or Directors are officers, directors or employees or otherwise interested shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, a meeting of the Board thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board which authorized the contract or transaction.

17. Severability. Invalidation of any of the provisions of these Articles by judgment or court order shall in no way effect any other provision, and the remainder of these Articles shall remain in full force and effect.

IN WITNESS WHEREOF, I, the undersigned subscribing incorporator, have hereunto set my hand and seal this 10<sup>th</sup> day of July, 2017, for the purpose of forming this corporation not for profit under the Laws of the State of Florida.

A handwritten signature in black ink, appearing to read 'Timothy F. Campbell', written over a horizontal line.

TIMOTHY F. CAMPBELL

Incorporator

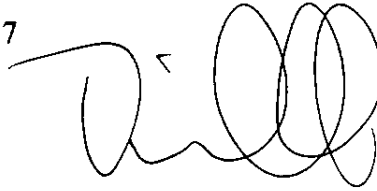
500 South Florida Avenue, Suite 800  
Lakeland, Florida 33801



**ACCEPTANCE OF REGISTERED AGENT**

The undersigned hereby accepts the appointment as registered agent of COACHMAN SQUARE SUBDIVISION HOMEOWNERS ASSOCIATION, INC., as set forth in the foregoing Articles of Incorporation.

Dated this 10<sup>th</sup> day of July, 2017

A handwritten signature in black ink, appearing to read 'Timothy F. Campbell', written over a horizontal line.

TIMOTHY F. CAMPBELL  
Registered Agent

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