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18 JAN 10 AM 8:27

CAPITAL CONNECTION, INC:

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THE VUE AT CELEBRATION POINTE

HOMEOWNERS ASSOCIATION, INC.

- ☒ Art of Inc. File _____
- _____ LTD Partnership File _____
- _____ Foreign Corp. File _____
- _____ L.C. File _____
- _____ Fictitious Name File _____
- _____ Trade/Service Mark _____
- _____ Merger File _____
- _____ Art. of Amend. File _____
- _____ RA Resignation _____
- _____ Dissolution / Withdrawal _____
- _____ Annual Report / Reinstatement _____
- ☒ Cert. Copy _____
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- ☒ Certificate of Good Standing _____
- _____ Certificate of Status _____
- _____ Certificate of Fictitious Name _____
- _____ Corp Record Search _____
- _____ Officer Search _____
- _____ Fictitious Search _____
- _____ Fictitious Owner Search _____
- _____ Vehicle Search _____
- _____ Driving Record _____
- _____ UCC 1 or 3 File _____
- _____ UCC 11 Search _____
- _____ UCC 11 Retrieval _____
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Signature _____

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1/10/18

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ARTICLES OF INCORPORATION
OF
THE VUE AT CELEBRATION POINTE HOMEOWNERS ASSOCIATION, INC.
(A Corporation Not for Profit)

By these Articles of Incorporation, the undersigned Subscribers form a corporation not for profit in accordance with Chapter 617, Florida Statutes, and pursuant to the following provisions ("These Articles"):

ARTICLE I
NAME

The name of this Corporation shall be **THE VUE AT CELEBRATION POINTE HOMEOWNERS ASSOCIATION, INC.** For convenience, the corporation shall be referred to in this instrument as the "Community Association."

ARTICLE II
DURATION

The Community Association shall exist perpetually unless and until dissolved according to law. Corporate existence of the Community Association shall commence upon the filing of these Articles with the Florida Department of State.

ARTICLE III
DEFINITIONS

The following words shall have the definitions set forth below for the purposes of these Articles:

3.1 "Association" shall mean and refer to THE VUE AT CELEBRATION POINTE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, or its successors or assigns.

3.2 "Bylaws" shall mean the Bylaws adopted by the Board of Directors and as amended from time to time.

3.3 "Celebration Pointe" shall mean and refer to the transit oriented mixed use development of which The Vue at Celebration Pointe is a part.

3.4 "Common Property" shall mean all real property, including the improvements thereon, owned by the Association for the common use and enjoyment of the Unit Owners, including without limitation, (A) ground level landscaped, hardscaped and planted areas and community open space

(excluding interior courtyards within any unit), and (B) roadways, stormwater retention facilities, sidewalks, walkways, pedestrian ways, lighting standards, traffic and directional signs, traffic striping and markings, and parking areas located within the Common Area (except those portions of such facilities as may otherwise expressly be excluded from the Common Area, if at all, by other provisions of the Declaration). The term "Common Property" shall also include any personal property acquired by the Community Association, if such property is designated as such by the Community Association. All Common Property is to be devoted to and intended for the common use and enjoyment of the Members of the Association, their families, guests, persons occupying units on a guest or tenant basis, and to the extend designated on recorded plats or authorized by the Board of Directors of the Community Association.

3.5 "The Declarant" shall mean and refer to CELEBRATION POINTE HOLDINGS, LLC, a Florida limited liability company, and its successors and assigns, except that such successors and assigns shall not have any rights or obligations of the Declarant under the Declaration unless such rights and obligations are specifically set forth in the instrument or succession or assignment, or unless such rights pass by operation of law.

3.6 "Declaration" shall mean the Declaration of Protective Covenants and Restrictions as amended from time to time and as recorded in the Public Records of Alachua County, Florida, for THE VUE AT CELEBRATION POINTE.

3.7 "Lot" shall mean and refer to any Lot depicted on the recorded plat of any phase of THE VUE AT CELEBRATION POINTE, excluding Common Property that has been subjected to the Declaration.

3.8 "Unit" shall mean and refer to any Lot depicted on the recorded plat of any phase of THE VUE AT CELEBRATION POINTE, together with the dwelling unit, either attached or detached, erected thereon, excluding Common Property.

3.9 "The Property" shall mean and refer to the real property described in Exhibit "A" of the Declaration and any supplementary declarations.

3.10 "Owner" shall mean and refer to the record fee simple title holder, whether one or more persons or entities, of a Lot, including the Declarant.

**ARTICLE IV
PRINCIPAL OFFICE**

The principal office of the Association in the State of Florida is located at 2579 SW 87 Drive, Gainesville, Florida, 32608. The Board of Directors may from time to time move the principal office to any other address in the State of Florida.

**ARTICLE V
REGISTERED OFFICE AND AGENT**

Svein Dyrkolbotn, whose address is 2579 SW 87 Drive, Gainesville, Florida, 32608, is hereby appointed the initial registered agent of the Association and the registered office shall be at said address.

**ARTICLE VI
PURPOSE AND POWERS OF THE COMMUNITY ASSOCIATION**

The Association is formed to provide for, among other things, the improvement, maintenance, operation, care, preservation and architectural control of The Property and Common Property, including but without limitation, roadways, entry ways, fencing, lakes, ditches, canals, retention or detention areas, drainage, other surfacewater management works, and preservation of conservation areas, wetlands and wetland mitigation areas which are owned or controlled by the Association or the Owners in common, and to promote the recreation, health, safety and welfare of the Owners. The Association shall have all the powers of a nonprofit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in these Articles, the Bylaws, or the powers as are expressly set forth in these Articles, the Bylaws, or the Declaration. The Association shall have the power and duty to do any and all lawful things which may be authorized, assigned, required or permitted to be done by the Declaration, these Articles and the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners for the maintenance, administration and improvement of the Property and Common Property within its jurisdiction. These powers shall include but not limited to the following:

- (a) To fix, make, and collect assessments against Owners as set forth in the Declaration, and in particular to levy and collect adequate assessments against Members of the Community Association for the costs of maintenance and operation of the surface water and stormwater management systems;

- (b) To borrow money for the benefit of the Association;
- (c) To use and expand the proceeds of assessments and borrowings in a manner consistent with the purposes for which this Association is formed to pay debts and obligations of the Association;
- (d) Review plans and specifications for proposed improvements as set forth in Article XI of the Declaration;
- (e) To maintain, repair, replace, operate and care for the real and personal property, (all as provided for in the Declaration), including but without limitation, the entrance to the Property, the roadways, fencing, all lakes, ditches, canals, retention or detention areas, drainage, other surfacewater and stormwater management systems, and preservation of conservation areas, wetlands and wetland mitigation areas which are owned or controlled by the Association or the Owners in common in a manner consistent with the permit issued by the St. Johns River Water Management District, the operation and maintenance plan attached thereto, and applicable District rules, and shall assist in the enforcement of the provisions of the Declaration which relate to the surfacewater or stormwater management systems;
- (f) To purchase and maintain insurance in amounts determined by the Board of Directors of the Association;
- (g) To make, amend, impose and enforce by any lawful means, reasonable rules and regulations for the use of the Common Property;
- (h) To contract for services with others;
- (i) To do and perform anything required by these Articles, the Bylaws or the Declaration to be done by the Owner, but if not done by the Owner in a timely manner, at the expense of the Owner, as provided for in the Declaration;
- (j) To do and perform any obligations imposed upon the Association by the Declaration or by any permit or authorization from any unit of local, regional, state or federal government and to enforce by any legal means the provisions of these Articles, the Bylaws and the Declaration. The Association shall not pay dividends and no part of any income of the Association shall be distributed to its Members, Directors or Officers.

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ARTICLE VII
MEMBERSHIP

Each Owner, including the Declarant, shall be a Member of the Association as provided in the Declaration. The Association membership of each Owner shall be appurtenant to the Lot giving rise to such membership, and shall not be transferred except upon the transfer of title to said Lot and then only to the transferee of said title thereof. Any transfer of title to a Lot shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof.

ARTICLE VIII
VOTING RIGHTS

8.1 Voting Rights. The Association shall have two (2) classes of voting membership;

a. Class "A". Class "A" Members shall be all Owners of Lots with the exception of the Declarant. Each Class "A" Member shall be entitled on all issues to one (1) vote for each Lot it owns.

b. Class "B". The Class "B" Member shall be the Declarant and any successor of the Declarant who takes title to and to whom Declarant assigns in writing one or more of the Class "B" votes. Upon the execution of the Declaration, the Class "B" Member shall be entitled to three (3) votes for each Lot owned. The Class "B" membership shall terminate and become converted to Class "A" membership upon the happening of the earlier of the following:

- (1) When the total outstanding Class "A" votes in the Association equal the total outstanding Class "B" votes; or
- (2) January 1, 2027; or
- (3) When, in its discretion, the Declarant so determines; or
- (4) When Declarant no longer owns any portion of the Property.

From and after the happening of any one of these events, the Declarant shall call a meeting as provided in the Bylaws for special meetings to advise the Association membership of the termination of the Class "B" status. In addition, the Declarant, prior to relinquishing control of the Association or otherwise allowing control to transfer to the Directors of the Association through the termination of Class "B" membership, shall provide a least 30 days written notice to the St. Johns River Water Management District that all terms and conditions placed upon the Declarant by permits or

authorizations from the St. Johns River Water Management District have been satisfied in full and that transfer is proposed to occur on a specific date.

The Class "B" Member shall cast on all issues its votes as it shall determine.

8.2 Multiple Owners. Each vote in the Association must be cast by a single vote, and fractional votes shall not be allowed unless in a Class "B" vote. In the event that joint or multiple Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner or Owners cast a vote on behalf of a particular Lot, or Combined Lot, it shall thereafter be conclusively presumed for all purposes that he/she was, or they were, acting with the authority and consent of all the Owners thereof. In no event shall more than one (1) vote be cast with respect to any Lot by a Class "A" Member.

ARTICLE IX BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of not less than three (3), nor more than five (5), Directors who need not be Members. The initial board shall be comprised of three (3) persons. Anything in these Articles to the contrary notwithstanding, until such time as the Declarant has conveyed to purchasers not affiliated with the Declarant all Lots, or at such earlier date as may be selected by the Declarant, the Declarant shall be entitled to designate the Board of Directors of the Association. The names and addresses of persons who are to act in the capacity of Director until appointment or election of their successors pursuant to these Articles are:

<u>Name</u>	<u>Address</u>
Svein Dyrkolbotn	c/o 2579 SW 87 Drive, Gainesville, Florida, 32608
James J. Stockman	c/o 2579 SW 87 Drive, Gainesville, Florida, 32608
David J. Stockman	c/o 2579 SW 87 Drive, Gainesville, Florida, 32609

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Once the Declarant relinquishes its right to appoint the Board of Directors, the Members shall elect the Directors for staggered terms of (2) years each. The initial elected Directors shall randomly be divided into two (2) categories, one category comprising one (1) newly elected Director who shall serve for an initial term of one (2) year, and the secondary category comprising the remaining newly elected Directors who shall serve for an initial term of two (2) years. All Directors elected after the Initial Directors

shall serve for terms of two (2) years each. In the event that the number of Directors comprising the Board of Directors shall exceed three (3), such change in number shall be implemented in such a manner as to have as nearly equal in number as possible the number of Directors whose terms expire in any given year. The Directors shall be required to be either (1) members of the Association, or (2) officers, directors, representatives or employees of the Declarant or a corporate member of the Association.

ARTICLE X OFFICERS

The affairs of the Association shall be administered by the Officers designed in the Bylaws. The Officers shall be elected by the Board of Directors at the first meeting, and they shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designed by the Board of Directors as follows:

<u>Office</u>	<u>Name</u>	<u>Address</u>
President	Svein Dyrkolbotn	c/o 2579 SW 87 Drive, Gainesville, Florida, 32608
Vice President	James J. Stockman	c/o 2579 SW 87 Drive, Gainesville, Florida, 32608
Secretary/Treasurer	David J. Stockman	c/o 2579 SW 87 Drive, Gainesville, Florida, 32609

ARTICLE XI INDEMNIFICATION

11.1 Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding whether civil, criminal, administrative or investigative, or any settlement of any proceeding, or any appeal from such 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, or having served at the Association's request as a Director or Officer of any other corporation, whether or not he is a Director or Officer at the time such expense are incurred, regardless of by whom the proceeding was brought, except in relation as to matters as to which any such Director or Officer shall be adjudged liable for gross negligence or willful misconduct, provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and exclusive of all other rights to which such Director or Officer may be entitled.

11.2 Expenses incurred in defending a suit or proceeding whether civil, criminal, administrative or investigative may be paid by the Association in advance of the final disposition of such action, suit or proceeding if authorized by all of the non-interested Directors upon receipt of an undertaking by or on behalf of the Director or Officer to repay such amount if it shall ultimately be determined the he is not to be indemnified by the Community Association as authorized by these Articles.

11.3 The Association shall have the power to purchase at its expense and maintain insurance on behalf of any person who is or was a Director or Officer of the Association, or is or was serving at the request of the Association as a Director or Officer of another association, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of these Articles.

ARTICLE XII

BYLAWS

The Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provide by the Bylaws.

ARTICLE XIII

AMENDMENTS

Amendments to these Articles of Incorporation shall be made in the following manner:

13.1 Resolution. The Board of Directors shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the annual or special meeting.

13.2 Notice. Within the time and in the manner provided in the Bylaws for the giving of notice of meetings of Members, written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record entitled to vote thereon. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

13.3 Vote. At such meeting, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of all Members entitled to vote thereon.

13.4 Multiple Amendments. Any number of amendments may be submitted to the Members and voted upon by them at one meeting.

13.5 Agreement. If all of the Directors and all of the Members eligible to vote sign a written statement manifesting their intention that an amendment to these Articles be adopted, then the amendment shall thereby be adopted as though subsections 13.1 through 13.3 had been satisfied.

13.6 Action Without Directors. The Members may amend these Articles without the act of the Directors at a meeting for which notice of the changes to be made was given.

13.7 Limitations. No amendment shall make any changes in the qualification for Members nor the voting rights of Members without approval in writing of all Members. No amendment shall be made that is in conflict with the Declaration. So long as the Declarant shall own any of the Property, no Declarant related amendment shall be made to the Declaration, or to the Articles or the Bylaws of the Association unless such amendment is first approved in writing by the Declarant. Any amendment shall be approved in writing by the Declarant. Any amendment shall be deemed to be Declarant related if it does any of the following:

- a. Directly or indirectly by its provisions or in practical application relate to the Declarant in a manner different from the manner in which it relates to other Owners;
- b. Modifies the definitions provided for by Article I of the Declaration in a manner which alters the Declarant's rights or status;
- c. Modifies or repeals any provision of Article II of the Declaration;
- d. Alters the character and rights of membership as provided for by Article IV of the Declaration or affects or modifies in any manner whatsoever the rights of the Declarant as a Member of the Association;
- e. Alters any previously recorded or written agreement with any public or quasi-public agencies, utility company, political subdivision, public authorities or other similar agencies or bodies, respecting zoning, streets, roads, drives, easements or facilities;
- f. Denies the right of the Declarant to convey Common Property to the Association;
- g. Modifies the basis or manner of assessment as applicable to the Declarant or any lands owned by the Declarant;
- h. Alters or repeals any of the Declarant's rights or any provision applicable to the Declarant's rights as provided for by any such provision of the Declaration.

13.8 Water Management District Requirements. Amendments to these Articles or Bylaws which directly or indirectly impact operation and maintenance of the surfacewater management system, including but without limitation, all lakes, ditches, canal, retention or detention areas, drainage, other surfacewater management works, and preservation or conservation areas, wetlands and wetland

mitigation areas which are owned or controlled by the Association or the Owners in common, may be made only after approval by the St. Johns River Water Management District and/or local government jurisdiction. Such approval shall be in the form of a modification to any and all permits issued by the St. Johns River Water Management District under the lawfully adopted rules of the St. Johns River Water Management District in effect at the time of application for such modification. Amendments to the Articles or the Bylaws which do not impact operation or maintenance of the system may be made without authorization of the St. Johns River Water Management District; however, copies of any such amendments shall be forwarded to the District within 30 days of approval.

ARTICLE XIV

SUBSCRIBERS

The name and address of the Subscribers to these Articles of Incorporation are as follows:

Svein Dyrkolbotn	c/o 2579 SW 87 Drive, Gainesville, Florida, 32608
James J. Stockman	c/o 2579 SW 87 Drive, Gainesville, Florida, 32608
David J. Stockman	c/o 2579 SW 87 Drive, Gainesville, Florida, 32609

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ARTICLE XV

NON-STOCK CORPORATION

The Association is organized on a non-stock basis and shall not issue shares of stock evidencing membership in the Association; provided, however, that membership in the Association may be evidenced by a certificate of membership which shall contain a statement that the Association is a corporation not for profit.

ARTICLE XVI

TERMINATION, DISSOLUTION OR LIQUIDATION

OF COMMUNITY ASSOCIATION

Prior to termination, dissolution or liquidation of the Association, all property, interest in property, whether real, personal, or mixed, which is directly or indirectly related to the surfacewater management system, including but without limitation, all lakes, ditches, canals, retention or detention areas, drainage, other surfacewater management works, and preservation or conservation areas, wetland, and wetland mitigation areas which are owned or controlled by the Association or the owners in common, will be dedicated to and accepted for maintenance by the appropriate unit of government or otherwise transferred to and accepted for maintenance by an approved entity which would comply with

Section 62-330.310, F.A.C. Dedication or approval must be authorized and approved by the St. Johns River Water Management District through modification of any and all permits or authorizations issued by the St. Johns River Water Management District prior to such termination, dissolution or liquidation. Such modification shall be made under the lawfully adopted rules of the St. Johns River Water Management District in effect at the time of application for such modification.

IN WITNESS WHEREOF, the undersigned subscribers have caused these presents to be executed as of the 12 day of December, 2017.

Signed, sealed and delivered

In our presence as witnesses:

Chris L. Nease


Rita D. Worley


Chris L. Nease

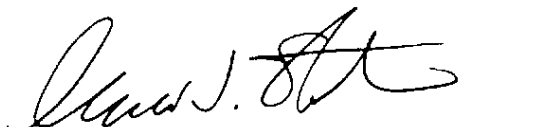
Rita D. Worley

Victoria B. Gustman

Rita D. Worley


SVEIN H. DYRKOLBOTN


JAMES J. STOCKMAN


DAVID J. STOCKMAN

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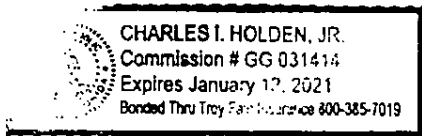
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COUNTY OF ALACHUA

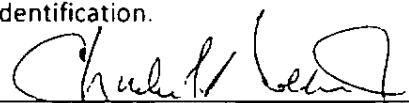
The foregoing Articles of Incorporation were acknowledged before me this 12 day of December, 2017, by SVEIN H. DYRKOLBOTN, who is personally known to me; or who produced:

(If not personally known, check applicable box below.)

☐ Driver's License issued within five (5) years from date: or

☐ Other: _____ as identification.




Notary Public
CHARLES I. HOLDEN, JR.
(printed name of Notary signing above)
Name, Commission Number, and Expiration
Date together with Seal below:

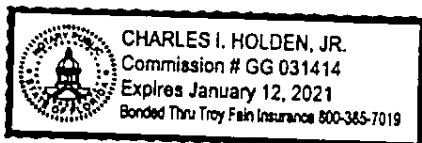
STATE OF FLORIDA
COUNTY OF ALACHUA

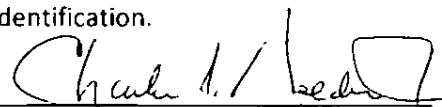
The foregoing Articles of Incorporation were acknowledged before me this 12 day of December, 2017, by JAMES J. STOCKMAN, who is personally known to me; or who produced:

(If not personally known, check applicable box below.)

☐ Driver's License issued within five (5) years from date: or

☐ Other: _____ as identification.




Notary Public
CHARLES I. HOLDEN, JR.
(printed name of Notary signing above)
Name, Commission Number, and Expiration
Date together with Seal below:

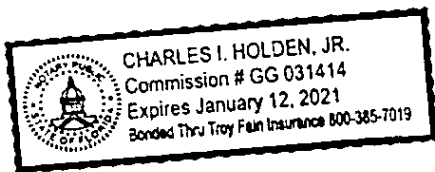
STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing Articles of Incorporation were acknowledged before me this 12 day of December, 2017, by **DAVID J. STOCKMAN**, who is personally known to me; or who produced:

(If not personally known, check applicable box below.)

☐ Driver's License issued within five (5) years from date: or

☐ Other: _____ as identification.



Notary Public
CHARLES I. HOLDEN, JR.

(printed name of Notary signing above)

Name, Commission Number, and Expiration
Date together with Seal below:

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CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THE STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED AND NAMES AND ADDRESSES OF THE OFFICERS AND DIRECTORS.

The following is submitted in compliance with Chapter 617.0202, F.S.:

CELEBRATION POINTE ASSOCIATION, INC., a Corporation Not for Profit, organized under the laws of the State of Florida with its principal office at: 2579 SW 87th Drive, Gainesville, Florida, 32608, has named SVEIN DYRKOLBOTN, located at 2579 SW 87th Drive, Gainesville, Florida, 32608 as its agent to accept service of process within the State.

NEWLY ELECTED OFFICERS AND DIRECTORS

NAME AND TITLE

ADDRESS

Svein Dyrkolbotn, President, Director

2579 SW 8 Drive

Gainesville, Florida, 32608

James J. Stockman, Vice President, Director

2579 SW 8 Drive

Gainesville, Florida, 32608

David J. Stockman, Secretary-Treasurer, Director

2579 SW 8 Drive

Gainesville, Florida, 32608


(Corporate Officer)

I agree as Registered Agent to accept service of process; to keep the office open during prescribed hours, to post my name in some conspicuous place in the office as required by law.


Svein Dyrkolbotn

Registered Agent

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