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FLORIDA PROFIT/NON PROFIT CORPORATION

Gramercy Farms Townhomes Neighborhood Association, Inc.

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ARTICLES OF INCORPORATION
FOR
GRAMERCY FARMS TOWNHOMES NEIGHBORHOOD ASSOCIATION, INC.
(a corporation not-for-profit)

In compliance with the requirements of the laws of the State of Florida, and for the purpose of forming a corporation not-for-profit, the undersigned does hereby acknowledge:

1. **NAME OF CORPORATION.** The name of the corporation is **GRAMERCY FARMS TOWNHOMES NEIGHBORHOOD ASSOCIATION, INC.**, a Florida corporation not-for-profit (the "**Neighborhood Association**").
2. **PRINCIPAL OFFICE.** The principal office of the Neighborhood Association is 3020 S. Florida Avenue, Suite 305, Lakeland, Florida 33803
3. **REGISTERED OFFICE – REGISTERED AGENT.** The street address of the Registered Office of the Neighborhood Association is 3020 S. Florida Avenue, Suite 305, Lakeland, Florida 33803. The name of the Registered Agent of the Association is:

HIGHLAND COMMUNITY MANAGEMENT, LLC

4. **DEFINITIONS.** The NEIGHBORHOOD DECLARATION OF COVENANTS AND CONDITIONS FOR GRAMERCY FARMS TOWNHOMES NEIGHBORHOOD ASSOCIATION, INC. (the "**Neighborhood Declaration**") will be recorded in the Public Records of Osceola County, Florida, and shall govern all of the operations of a neighborhood to be known as GRAMERCY FARMS TOWNHOMES NEIGHBORHOOD ASSOCIATION, INC. (the "**Neighborhood**"). All initially capitalized terms not defined herein shall have the meanings set forth in the Neighborhood Declaration.
5. **PURPOSE OF NEIGHBORHOOD ASSOCIATION.** The Neighborhood Association is formed to: (a) provide for ownership, operation, maintenance and preservation of the Neighborhood Common Property, and improvements thereon; (b) perform the duties delegated to it in the Neighborhood Declaration, the Neighborhood Bylaws and these Neighborhood Articles; and (c) administer the interests of the Neighborhood Association, the Builder and the Neighborhood Owners.
6. **NOT FOR PROFIT.** The Neighborhood Association is a not for profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its members.
7. **POWERS OF NEIGHBORHOOD ASSOCIATION.** The Neighborhood Association shall, subject to the limitations and reservations set forth in the Neighborhood 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 Neighborhood Association set forth in the Neighborhood Declaration and the Neighborhood Bylaws, as herein provided;

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7.2 To enforce, by legal action or otherwise, the provisions of the Neighborhood Declaration and the Neighborhood Bylaws and of all rules, regulations, covenants, restrictions and agreements governing or binding the Neighborhood Association and the Neighborhood;

7.3 To own, operate and maintain any Surface Water Management System ("SWMS"). To the extent the Neighborhood Association is obligated to operate and maintain one (1) or multiple SWMS's pursuant to a permit issued by the South Florida Water Management District ("SFWMD") (the "Permit"), the Neighborhood Association shall operate, maintain and manage any SWMS in a manner consistent with the Permit requirements of SFWMD and applicable SFWMD rules, and shall have the right to take enforcement action pursuant to the provisions of the Neighborhood Declaration that relate to any SWMS. The Neighborhood Association shall levy and collect adequate assessments against the Neighborhood Members for the costs of maintenance, repair and operation of any SWMS and mitigation or preservation areas, including but not limited to work within retention areas, drainage structures and drainage easements;

7.4 To fix, levy, collect and enforce payment, by any lawful means, of all Neighborhood Assessments pursuant to the terms of the Neighborhood Declaration, these Neighborhood Articles and the Neighborhood Bylaws;

7.5 To pay all operating expenses, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of the Neighborhood Association;

7.6 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 Neighborhood Common Property) in connection with the functions of the Neighborhood Association except as limited by the Neighborhood Declaration;

7.7 To borrow money, and (i) if prior to the Neighborhood Turnover Date, upon the approval of (a) a majority of the Neighborhood Directors; (b) written consent of the Builder, and (c) the written consent of the Neighborhood Declarant, or (ii) from and after the Neighborhood Turnover Date, approval of (a) a majority of the Neighborhood Directors; and (b) fifty-one percent (51%) of the voting interests present (in person or by proxy) at a duly called meeting of the Neighborhood Members, mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, including without limitation, the right to collateralize any such indebtedness with the Neighborhood Association's Neighborhood Assessment collection rights;

7.8 To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of the Neighborhood to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines and as provided in the Neighborhood Declaration;

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7.9 To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing the Neighborhood Association, the Neighborhood, the Neighborhood Common Property, the Neighborhood Lots and the Homes as provided in the Neighborhood Declaration and to effectuate all of the purposes for which the Neighborhood Association is organized;

7.10 To have and exercise any and all powers, rights and privileges which a corporation organized under Chapter 617 or Chapter 720, Florida Statutes by law may now or hereafter have or exercise;

7.11 To employ personnel and retain independent contractors to contract for management of the Neighborhood Association, the Neighborhood and the Neighborhood Common Property as provided in the Neighborhood Declaration and to delegate in such contract all or any part of the powers and duties of the Neighborhood Association;

7.12 To contract for services to be provided to, or for the benefit of, the Neighborhood Association, the Neighborhood Owners, the Neighborhood Common Property and the Neighborhood as provided in the Neighborhood Declaration, such as, but not limited to, telecommunications services, maintenance, garbage pick-up and utility services; and

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

7.14 Can sue and be sued.

8. VOTING RIGHTS. The Neighborhood Owners, the Builder and the Neighborhood Declarant shall have the voting rights set forth in the Neighborhood Declaration and the Neighborhood Bylaws.

9. NEIGHBORHOOD DIRECTORS. The affairs of the Neighborhood Association shall be managed by a Board of an odd number with not less than three (3) or more than five (5) Neighborhood Members, which Neighborhood Members shall be called the Neighborhood Directors, as defined in the Neighborhood Declaration, except that the Neighborhood Directors elected by the Class B Neighborhood Members prior to the Neighborhood Turnover Date need not be Neighborhood Members and may be the officers and/or employees of the Neighborhood Declarant. The initial number of Neighborhood Directors shall be three (3). The Neighborhood Directors shall be appointed and/or elected as stated in the Neighborhood Bylaws. After the Neighborhood Turnover Date, the election of the Neighborhood Directors shall be held at the annual meeting. The names and addresses of the Neighborhood Members of the first Neighborhood Directors who shall hold office until their successors are appointed or elected, or until removed, are as follows:

NAME	ADDRESS
D. Joel Adams	3020 S. Florida Avenue, Suite 305 Lakeland, FL 33803

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Brian Walsh

3020 S. Florida Avenue, Suite 305
Lakeland, FL 33803

Milton Andrade

3020 S. Florida Avenue, Suite 305
Lakeland, FL 33803

10. DISSOLUTION. In the event of the dissolution of the Neighborhood Association other than incident to a merger or consolidation, any Neighborhood Member may petition the Circuit Court having jurisdiction of the Judicial Circuit of the State of Florida for the appointment of a receiver to manage its affairs of the dissolved Neighborhood Association and to manage the Neighborhood Common Property, in the place and stead of the Neighborhood Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Neighborhood Association and its properties. In the event of termination, dissolution or final liquidation of the Neighborhood Association, the Neighborhood Association's responsibility (if any) for the operation and maintenance of any SWMS must be transferred to and accepted by an entity which complies with Rule 62-330.310, F.A.C. and in accordance with Sections 12.3(c)(6), Applicant's Handbook Volume I, and be approved in writing by SFWMD prior to such termination, dissolution or liquidation.

11. DURATION. Existence of the Neighborhood Association shall commence with the filing of these Neighborhood Articles with the Secretary of State, Tallahassee, Florida. The Neighborhood Association shall exist in perpetuity.

12. AMENDMENTS.

12.1 *General Restrictions on Amendments*. Notwithstanding any other provision herein to the contrary, no amendment to these Neighborhood Articles shall affect the rights of the Neighborhood Declarant or the Builder unless such amendment receives the prior written consent of the Neighborhood Declarant or the Builder, as applicable, which may be withheld for any reason whatsoever. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these Neighborhood Articles, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records of Osceola County, Florida. Notwithstanding any other provision of these Neighborhood Articles to the contrary, prior to the Neighborhood Turnover Date, the Builder's prior written consent to any proposed amendment shall be obtained prior to effectuating any such amendment.

12.2 *Amendments prior to Neighborhood Turnover Date*. Prior to the Neighborhood Turnover Date, but subject to the general restrictions on amendments set forth above, the Neighborhood Declarant shall have the right to amend these Neighborhood Articles as it deems appropriate, without the joinder or consent of any person or entity whatsoever, except the Builder, and except as limited by applicable law as it exists on the date the Neighborhood Declaration is recorded in the Public Records of Osceola County, Florida or except as expressly set forth herein. The Neighborhood Declarant's right to amend under this Section is to be construed as broadly as possible. In the event that the Neighborhood Association shall desire to amend these Neighborhood Articles prior to the Neighborhood Turnover Date, the Neighborhood

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Association must first obtain the Neighborhood Declarant's and the Builder's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by the Neighborhood Declarant and the Builder may be adopted by the Neighborhood Association pursuant to the requirements for amendments from and after the Neighborhood Turnover Date. The Neighborhood Declarant and the Builder shall join in such identical amendment so that its consent to the same will be reflected in the Public Records of Osceola County, Florida.

12.3 *Amendments From and After Neighborhood Turnover Date.* After the Neighborhood Turnover Date, but subject to the general restrictions on amendments set forth above, these Neighborhood Articles may be amended with the approval of a majority of the Neighborhood Directors at a duly called Neighborhood Board Meeting.

12.4 *Compliance with HUD, FHA, VA, FNMA, GNMA, and SFWMD.* Prior to the Neighborhood Turnover Date, the Neighborhood Declarant shall have the right to amend these Neighborhood Articles, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SFWMD or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Neighborhood Lots. No approval or joinder of the Neighborhood Association, other Neighborhood Owners, or any other party shall be required or necessary to such amendment. After the Neighborhood Turnover Date, but subject to the general restrictions on amendments set forth above, the Neighborhood Directors shall have the right to amend these Neighborhood Articles, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SFWMD or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Neighborhood Lots. In addition, the Neighborhood Directors may amend these Neighborhood Articles as it deems necessary or appropriate to make the terms of these Neighborhood Articles consistent with applicable law in effect from time to time. No approval or joinder of the Neighborhood Owners, or any other party shall be required or necessary to any such amendments by the Neighborhood Directors. Any such amendments by the Neighborhood Directors shall require the approval of a majority of the Neighborhood Directors.

13. LIMITATIONS.

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

13.2 *Rights of Neighborhood Declarant and Builder.* There shall be no amendment to these Neighborhood Articles which shall abridge, reduce, amend, effect or modify the rights of the Neighborhood Declarant or the Builder, as applicable.

13.3 *Neighborhood Bylaws.* These Articles shall not be amended in a manner than conflicts with the Neighborhood Bylaws.

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14. NEIGHBORHOOD OFFICERS. The Neighborhood Directors shall elect a President, who shall be a Neighborhood Director, a Vice President, who shall be a Neighborhood Director, a Secretary, a Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Neighborhood Directors shall from time to time determine (the "**Neighborhood Officers**"). The names and addresses of the Neighborhood Officers who shall serve until their successors are elected by the Neighborhood Directors are as follows:

President:	D. Joel Adams
Vice President:	Brian Walsh
Secretary:	Milton Andrade
Treasurer:	Milton Andrade

15. INDEMNIFICATION OF NEIGHBORHOOD OFFICERS AND NEIGHBORHOOD DIRECTORS. The Neighborhood Association shall and does hereby indemnify and hold harmless every Neighborhood Director and every Neighborhood 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 Neighborhood Director or Neighborhood Officer may be made a party by reason of being or having been a Neighborhood Director or Neighborhood Officer of the Neighborhood Association, including reasonable counsel fees and paraprofessional fees at all levels of proceeding. This indemnification shall not apply to matters wherein the Neighborhood Director or the Neighborhood 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 Neighborhood Director or Neighborhood Officer may be entitled.

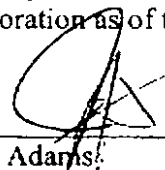
16. TRANSACTIONS IN WHICH NEIGHBORHOOD DIRECTORS OR NEIGHBORHOOD OFFICERS ARE INTERESTED. No contract or transaction between the Neighborhood Association and one (1) or more of its Neighborhood Directors or Neighborhood Officers or the Neighborhood Declarant, or between the Neighborhood Association and any other corporation, partnership, association or other organization in which one (1) or more of its Neighborhood Officers or Neighborhood Directors are officers, directors or employees or otherwise interested shall be invalid, void or voidable solely for this reason, or solely because the Neighborhood Officer or Neighborhood Director is present at, or participates in, meetings of the Neighborhood Directors thereof which authorized the contract or transaction, or solely because said Neighborhood Officers' or Neighborhood Directors' votes are counted for such purpose. No Neighborhood Director or Neighborhood Officer of the Neighborhood Association shall incur liability by reason of the fact that such Neighborhood Director or Neighborhood Officer may be interested in any such contract or transaction. Interested Neighborhood 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 Neighborhood Directors which authorized the contract or transaction.

17. MEMBERSHIP. Every person or entity who is record owner of a unit or undivided fee interest in any unit which is subject by covenants or record to assessment by the Neighborhood Association, including contract sellers, shall be a Neighborhood Member of the Neighborhood Association. The foregoing is not intended to include person or entities who hold an interest

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may not be separated from ownership of any Neighborhood Lot, which is subject to assessment, by the Neighborhood Association.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, being the Incorporator of this Neighborhood Association, has executed these Neighborhood Articles of Incorporation as of this 22 day of May, 2019.

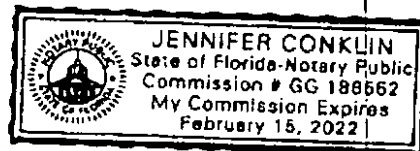


D. Joel Adams
Incorporator
Principal Office Address:
3020 S. Florida Avenue, Suite 305
Lakeland, FL 33803

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 22 day of May, 2019, by Denise Abercrombie ☒ who is personally known to me or ☐ who produced _____ as identification.

(seal)





Notary Public

My commission expires: 2/15/22

REGISTERED AGENT

I hereby state that I am familiar with and accept the responsibilities of Registered Agent of **GRAMERCY FARMS TOWNHOMES NEIGHBORHOOD ASSOCIATION, INC.** this 22 day of May, 2019.

Highland Community Management, LLC

By: Denise Abercrombie
Print: Denise Abercrombie
Its: Registered Agent/Manager

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