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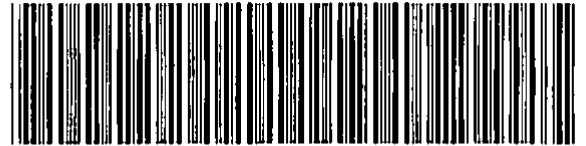
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DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA
19 AUG -6 AM 9:53

COVER LETTER

Department of State
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

SUBJECT: GRAND OAKS AT TOWER OWNERS ASSOCIATION, INC.

(PROPOSED CORPORATE NAME – MUST INCLUDE SUFFIX)

Enclosed is an original and one (1) copy of the Articles of Incorporation and a check for :

☐ \$70.00
Filing Fee

☒ \$78.75
Filing Fee &
Certificate of
Status

☐ \$78.75
Filing Fee
& Certified Copy

☐ \$87.50
Filing Fee,
Certified Copy
& Certificate

ADDITIONAL COPY REQUIRED

FROM: Gary W. Weseman

Name (Printed or typed)

1501 NW 98th Street

Address

Gainesville, FL 32606

City, State & Zip

352-538-2250

Daytime Telephone number

garyweseman@cox.net
E-mail address: (to be used for future annual report notification)

NOTE: Please provide the original and one copy of the articles.

**ARTICLES OF INCORPORATION OF
GRAND OAKS AT TOWER OWNERS ASSOCIATION, INC.**

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned, who is a resident of Alachua County, Florida and who is of full age, has this day agreed to form a corporation not for profit and does hereby certify:

**ARTICLE I
NAME AND ADDRESS**

1. The name of the corporation is **Grand Oaks at Tower Owners Association, Inc., a Florida not for profit corporation**, hereafter called the "Association."
2. The initial principal office and mailing address of the corporation is located at 1501 NW 98th Street, Gainesville, FL 32606.

**ARTICLE II
INCORPORATOR**

The name and address of the sole incorporator to these Articles of Incorporation is: Weseman Development, LLC, 1501 NW 98th Street, Gainesville, FL 32606.

**ARTICLE III
REGISTERED AGENT**

Gary W. Weseman, whose address is 1501 NW 98th Street, Gainesville, FL 32606, is hereby appointed the initial registered agent of this corporation.

**ARTICLE IV
PURPOSE AND POWERS OF THE ASSOCIATION**

1. This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purpose for which it is formed is to provide for maintenance, preservation and architectural control of the Residential Units and Common Property within that certain tract of property described as Exhibit "A" to the Declaration.
2. The Association shall levy and collect adequate assessments against the members of the Association for the costs of maintenance and operation of the Surface Water or Storm Water Management System(s).
3. It shall also be the purpose of the Association to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:
 - a. Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Master Declaration of

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Covenants, Conditions and Restrictions for Grand Oaks at Tower, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Official Public Records of Alachua County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length:

- b. Operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with requirements of any permit(s) issued by the St. Johns River Water Management District (hereinafter the "District") and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein.
 - c. Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;
 - d. Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
 - e. Borrow money, and with the assent of two-thirds (2/3) of each class of 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;
 - f. Dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;
 - g. Participate in mergers and consolidations with other non-profit corporations organized for the same purpose or annex additional residential property and Common Area, provided that such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members; and
 - h. Have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.
4. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member or any representative of the District.

ARTICLE V

MEMBERSHIP

Each Owner, including the Declarant, shall be a Member of the Association. Any person or entity who holds any interest merely as a security for the performance of any obligation shall not be a Member. The Association membership of each Owner shall be appurtenant to the Parcel giving rise to such membership, and shall not be transferred except upon the transfer of title to said Parcel and then only to the transferee of title thereto. Any prohibited separate transfer shall be void. Any transfer of title shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof.

ARTICLE VI VOTING RIGHTS

- I. The Association shall have two classes of voting membership:
 - a. Class "A": The Class "A" Members shall be all record title Owners of Parcels, with the exception of the Declarant. Class "A" Members shall be entitled on all issues to one (1) vote for each Parcel in which they hold the interest required for membership. Each vote in the Association must be cast as a single vote, and fractional votes shall not be allowed. 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 Parcel, it shall thereafter be conclusively presumed for all purposes that he/she was, or they were, acting with the authority and consent of all other Owners thereof. In the event more than the appropriate number of votes are cast for a particular Parcel, none of said votes shall be counted and said votes shall be deemed void. The Association shall have no obligation to determine whether such other Owners consent to votes made by the Owner voting.
 - b. Class "B": The Class "B" Members shall be the Declarant and any successor of the Declarant who takes title to a Parcel and to whom Declarant assigns in writing one or more of the Class "B" votes. Upon the execution of this Master Declaration, the Class "B" Members shall be entitled to 10 votes for each Residential Unit owned by a Class "B" Member, or an aggregate of 1,260 votes based upon 126 permitted Residential Units in the Phase I Property. Thereafter, the number of Class "B" votes shall be reduced by one (1) vote for each Class "A" vote from time to time existing in the Association. No Parcel shall be entitled to votes until such time as it is annexed by Supplemental Declaration; and at such time it shall be entitled to Class "B" votes in the same manner as provided herein. The Class "B" membership shall terminate and become converted to Class "A" membership upon the happening of the earlier of the following:
 - i. When the Declarant sells or conveys its last Parcel; or
 - ii. When, in its discretion, the Declarant so determines.

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 Class "B" status. The Class "B" Members shall cast on all issues their votes as they among themselves determine. It shall be permitted for the Declarant to retain and to cast all Class "B" votes.

2. Notwithstanding the other provisions contained in these Articles to the contrary, Declarant, or the Declarant's successor(s) in interest, shall, prior to relinquishing control of the Association or otherwise allowing control to transfer to the directors of the Association, provide at least thirty (30) days prior written notice to the District that all terms and conditions placed on the Declarant by permits or authorizations from the District have been satisfied in full and that transfer of control of the Association from the Declarant to an approved operation and maintenance entity is proposed to occur on a specific date.
3. At any meeting, whether annual or special called meeting, of the Members or Directors, at which a Motion is made concerning the Surface Water or Storm Water Management System(s) a Motion may only be voted upon at a meeting at which the District has been given at least 10 days written notice and to which the District is invited to attend by its representatives.
4. From and after the termination of the Class "B" membership the Declarant shall have a veto power over all actions of the Association and the Board of Directors of the Association. This power shall expire when the Class other than those held by the Declarant, equal ninety percent (90%) of the total membership vote (regardless of class distinction) of the Association, or five (5) years after submission of the last Property subject to this Declaration, whichever occurs first. No action authorized by the Association or the Board of Directors shall become effective, nor shall any action, policy or program be implemented, until and unless:
 - a. The Declarant shall have been given written notice of each meeting of the Members and of the Board of Directors by certified mail, return receipt requested or by personal delivery, at the address it has registered from time to time with the Secretary of the Association, which notice otherwise complies with the terms of the Bylaws as to regular and special meetings of the Members and Board of Directors, and which notice shall set forth with reasonable particularity the agenda to be followed at said meeting; and
 - b. The Declarant shall have been given the opportunity at each such meeting, if Declarant so desires, to join in, or to have its representatives or agents join in, discussion of any prospective action, policy, or program to be implemented by the Board or the Association. The Declarant and its representatives or agents may make its concerns and suggestions known to the Members of the Association or of the Board. At such meeting the Declarant shall have, and is hereby granted, a veto power over any such action, policy or program authorized by the Board of

Directors, the Association officers, or Association membership, and to be taken by said Board, the officers or agents of the Association, or any individual Member of the Association (if Association or Board approval is necessary for said Member's action). Except as set forth in subsection (c) below, the Declarant veto must be exercised by the Declarant, its representatives, or agents at or before the meeting to consider proposed action. The veto power shall not include the authority to require any affirmative action on behalf of the Board or the Association; and

- c. If any action, policy or program is to be implemented by prior consent without the formality of a meeting, then the Declarant shall be provided a written notice and description of the proposed action, policy or program at least ten (10) days in advance of such implementation, and the Declarant shall have ten (10) days after receipt of such notice to exercise its veto.

ARTICLE VII OFFICERS

The affairs of this Association shall be managed by a President, Vice-president, Secretary, and Treasurer and they shall be elected at the first meeting of the Board of Directors following each annual meeting of the members or as otherwise provided in the Bylaws. Until the first election of officers under the Bylaws, the following shall serve as officers:

<u>President, Treasurer</u>	<u>Gary W. Weseman</u>	<u>1501 NW 98th Street, Gainesville, FL 32606</u>
<u>Vice-President</u>	<u>Michael J. Weseman</u>	<u>23029 NW 5th Place, Gainesville, FL 32669</u>
<u>Secretary</u>	<u>William Weseman</u>	<u>1501 NW 98th Street, Gainesville, FL 32606</u>

ARTICLE VIII SUBSCRIBERS

The name and address of the subscriber is:

Gary W. Weseman, 1501 NW 98th Street, Gainesville, FL 32606.

ARTICLE IX AMENDMENTS

Until such time as Members own ninety percent (90%) of the Properties, the Board of Directors may amend these Articles by adopting a resolution setting forth the amendment, without any vote of the Members, certifying the amendment to the Secretary of the State of Florida, and recording the amendment in the Public Records of Alachua County, Florida. At such time as Members own ninety percent (90%) of the Properties, amendments to these Bylaws shall be proposed and adopted in the following manner:

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TALLAHASSEE, FLORIDA

1. 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 a special meeting.
2. 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.
3. 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 both the affirmative vote of a majority of the votes of Members of each class entitled to vote thereon as a class and the affirmative vote of a majority of the votes of all Members entitled to vote thereon.
4. Any number of amendments may be submitted to the Members and voted upon by them at one meeting.
5. If all the Directors and all 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 Sections 1 through 3 above had been satisfied.
6. The Members may amend these Articles without an act of the Directors at a meeting for which notice of the changes to be made is given.
7. No amendment shall make any changes in the qualifications for Members nor the voting rights of Members without approval in writing by all Members. No amendment shall be made that conflicts with the Master Declaration. So long as the Declarant shall own any lands within The Properties, no Declarant related amendment shall be made to the Master Declaration, any Supplemental Declaration, or to the Articles or Bylaws of the Association unless such amendment is first 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 relates 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 Master Declaration in a manner which alters the Declarant's rights or status;
 - c. Modifies or repeals any provision of Article II of the Master Declaration;

- d. Alters the character and rights or membership as provided for by Article III of the Master Declaration or affects or modifies in any manner whatsoever the rights of Declarant as a Member of the Association;
 - e. Alters any previously recorded or written agreement with any public or quasipublic 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 to the Association Common Property;
 - 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 right as provided for by any such provision of the Master Declaration or any Supplemental Declaration.
8. Further Limitations. Amendments to these Articles or the Bylaws which directly or indirectly impact operation and maintenance of the Surface Water or Stormwater Management Systems or related systems may be made 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 and/or local government jurisdiction under the lawful adopted rules of the St. Johns River Water Management District and/or local government jurisdiction 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 Surface Water or Stormwater Management System or related systems may be made without authorization of the St. Johns River Water Management District and/or local government jurisdiction; however, copies of any such amendments shall be forwarded to the District within 30 days of approval
9. A copy of each amendment shall be certified by the Secretary of State, State of Florida, and be recorded in the Public Records of Alachua County, Florida.

ARTICLE X BOARD OF DIRECTORS

1. The Board of Directors shall be elected as provided for in the Bylaws of the Association. The affairs of this Association shall be managed by a Board of at least three (3) but not more than five (5) Directors, who need not be members of the Association. The number of Directors may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

Gary W. Weseman

1501 NW 98th Street, Gainesville, FL 32606

Michael J. Weseman
William Weseman

23029 NW 5th Place, Gainesville, FL 32669
1501 NW 98th Street, Gainesville, FL 32606

2. The first annual meeting of the members shall elect one director for a term of one year, one director for a term of two years and one director for a term of three years, and at each annual meeting thereafter the members shall elect one director for a term of three years.

ARTICLE XI DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the District prior to such termination, dissolution or liquidation.

ARTICLE XII EFFECTIVE DATE AND DURATION

Existence of the Association shall commence on July 31, 2019. The Association shall exist in perpetuity.

ARTICLE XIII AMENDMENTS TO BYLAWS

1. The power to make, alter, and rescind Bylaws shall be vested in the Members as provided by the Bylaws.
2. Amendments to the Bylaws which directly or indirectly impact operation and maintenance of the surface water or Storm Water Management System, including but without limitation, all lakes, ditches, canals, retention or detention areas, drainage, other Surface Water Management works, preservation areas, conservation areas, wetlands and wetland mitigation areas which are owned by the Association or the owners in common, may be made only after written approval by the District. Such Approval shall be in the form or modification to any and all permits issued by the District under the lawfully-adopted rules of the 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 District; however, copies of any such amendments shall be forwarded to the District within thirty (30) days of approval.
3. Should a conflict exist or arise between any of the provisions of the Articles of Incorporation and the provisions of the Bylaws, the provisions of the Articles of Incorporation shall control.

**ARTICLE XIV
SURFACE WATER MANAGEMENT SYSTEM**

1. The Association shall operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the applicable District permit requirements and applicable District rules, and shall assist in the enforcement of the Declaration which relate to the surface water or stormwater management system.
2. The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.
3. The assessments shall be used for the maintenance and repair of the surface water or stormwater management systems, including but not limited to work within retention areas, drainage structures and drainage easements.

**ARTICLE XV
INITIAL CONTROL BY DECLARANT; TRANSFER TO MEMBERS**

Notwithstanding the other provisions contained in these Articles to the contrary, Weseman Development, LLC, and its successors and assigns in interest ("Declarant"), shall have control of the activities of the Association until the Declarant relinquishes that right or ceases to be the owner of 90% of the parcels within the Development. The Declarant, prior to relinquishing control of the Association or otherwise allowing control to transfer to the directors of the Association, shall provide at least 30 days written notice to the St. Johns River Water Management District and/or local government jurisdiction that all terms and conditions placed upon the Declarant by permits or authorizations from the St. Johns River Water Management District and/or local government jurisdiction have been satisfied in full and that transfer is proposed to occur on a specific date.

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DIVISION OF
19 AUG -6 AM 9:53
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IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, I, the undersigned, constituting the incorporator of this Association, have executed these Articles of Incorporation effective the 31st day of July, 2019.

Weseman Development, LLC,
a Florida limited liability company

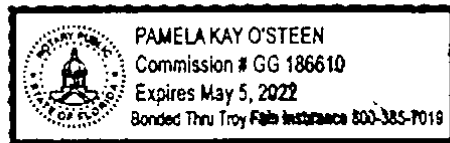
By: Gary W. Weseman
Gary W. Weseman, Manager

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 5 day of August, 2019, by **Gary W. Weseman, Manager of Weseman Development, LLC, a Florida limited liability company, Document number L16000201066**, who executed on behalf of the company, and who (☒) is personally known to me or () who has produced _____ as identification.

(NOTARY SEAL)

[Signature]
Notary Public State of Florida



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DIVISION OF CORPORATIONS
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TALLAHASSEE, FLORIDA

**CERTIFICATE DESIGNATING REGISTERED AGENT
FOR THE SERVICE OF PROCESS WITHIN THIS STATE**

In accordance with §§ 48.091 and 617.0501, Florida Statutes, Grand Oaks at Tower Owners Association, Inc., a Florida not for profit corporation, desiring to organize under the laws of the State of Florida designates Gary W. Weseman, whose address is 1501 NW 98th Street, Gainesville, FL 32606, as its registered agent to accept service of process within this state.

ACKNOWLEDGMENT

Having been named to accept service of process for Grand Oaks at Tower Owners Association, Inc., at the address stated above, I hereby agree to be the registered agent for the corporation and agree to maintain an office at the stated address in compliance with §§ 48.091 and 617.0501, Florida Statutes.

By: Gary W. Weseman
Gary W. Weseman, Registered Agent

SECTION 607.01
DIVISION OF CORPORATIONS
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