

N200000012608

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

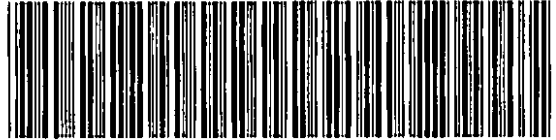
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



600354040726

10/27/20--01027--025***88.50

RECEIVED
11/9/2020

Deivid Thompson
11/9/2020

LAW OFFICES

MARTIN & MARTIN, P.A.

200 LAKE MORTON DRIVE
SUITE 200
LAKELAND, FLORIDA 33801

E. SNOW MARTIN, JR

TELEPHONE: 863-688-7611
FACSIMILE: 863-688-7329
E-MAIL: Lakmo@aol.com

October 26, 2020

SENT BY FEDERAL EXPRESS

Department of State
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, Florida 32303

Re: Treymont Property Owners' Association, Inc.

Greetings:

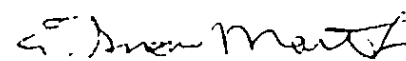
Enclosed herewith Articles of Incorporation of Treymont Property Owners' Association, Inc., together with a check for \$88.50, which represents the following:

Filing Fee	\$35.00
Registered Agent Fee	35.00
Certified Copy	9.75
Certificate of Status	8.75
 TOTAL	 \$88.50

Please certify the enclosed copy of the Articles of Incorporation and return to our office in the enclosed envelope.

Thank you for your prompt attention to this matter.

Your very truly,



E. Snow Martin, Jr.

ESMjr/kao
cc/C. Dane Rogers
Enclosures

ARTICLES OF INCORPORATION
OF
TREYMONT PROPERTY OWNERS' ASSOCIATION, INC.
(a Corporation Not for Profit)

We, the undersigned, do hereby associate ourselves together for the purpose of forming a Property Owners' Association.

ARTICLE I
Name

The name of this Association shall be TREYMONT Property Owners' Association, Inc. (the "Association"), whose principal office address is 5431 U.S. Hwy. 98 South, Lakeland, Florida 33812 and whose mailing address is Post Office Box 237, Highland City, Florida 33846.

ARTICLE II
Initial Registered Office and Agent

The street address of the initial registered office of the Association, until changed by the Board of Directors, shall be 200 Lake Morton Drive, Suite 200, Lakeland, Florida, 33801, and the name of the initial registered agent of the Association at that address is E. Snow Martin, Jr.

ARTICLE III
Purposes and Powers

The general purposes and powers for which the Association is formed are as follows:

- (1) To manage, maintain, construct and repair for the use of its members, their guests and invitees all common area improvements now on or to be placed upon TREYMONT subdivision, which improvements shall be for recreational purposes and utilities in conjunction therewith, storm water management system together with all lawns, shrubbery and trees located thereupon. The use of said common facilities shall be governed in accordance with these Articles of Association and By-Laws hereinafter enacted.
- (2) To manage, maintain and repair ingress and egress, utility and drainage easements over, under and across said subdivision.
- (3) To establish rules and regulations of use and to maintain its ownership in any lot or parcel of real property that may be conveyed to the Association for the common use of all members.

- (6) To place easements of record, if necessary, for ingress and egress and utility and drainage along the perimeter of any lot-line in the TREYMONT subdivision.
- (7) To maintain and improve traffic control devices and signs, and subdivision and roadway name designation signs within the TREYMONT subdivision.
- (8) To maintain and improve private lighting for night decorative effect or security purposes within said subdivision.
- (9) To maintain by appointment or retainer, a Building Committee (which need not consist of lot owners) of the TREYMONT subdivision, to review plans and specifications required of lot owners to be submitted in accordance with the Restrictive Covenants and Conditions of said Subdivision which Building Committee for and on behalf of the Association shall give permission in writing or rejection in writing, as the case may be, to said lot owners as provided therein. No member of the Building Committee shall in any way be subject to liability for granting or failing to grant approval or permission of any plans, specifications or request brought before said Committee by any person whomsoever.
- (10) To maintain security within the Subdivision. It shall have the right, but not the duty, to establish a Neighborhood Crime Watch Security Program or other similar security program for the Subdivision as a whole.
- (11) To obtain insurance for loss purposes, whether by casualty or liability, covering TREYMONT Property Owners' Association, Inc., its Directors, Officers, Committee members and employees. Further, it may bond, if desired, Directors, Officers and employees of the Association.
- (12) To own and convey property and to pay real estate taxes and utilities attributable thereto and to the common improvements and use thereof.
- (13) It shall have the duty to operate and maintain common property, specifically the surface water management system as permitted by the Southwest Florida Water Management District including 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 and related appurtenances.
- (14) It shall have the right, but not the duty, to maintain improved or unimproved lots within the TREYMONT subdivision, wherein lot owners have failed to maintain same in keeping said lot free and clear of debris, litter, trash and unsightly weeds and to assess the costs thereof against said lot owner. It shall have an automatically granted easement and license of entry over any lot within the TREYMONT subdivision for the purpose of this maintenance.
- (15) To determine, prepare, deliver notice of, and collect assessments from the Association members for the purpose of the foregoing and to enforce liens for such assessments uncollected, with interest, by legal action, if necessary.
- (16) To do every other act as may be reasonably necessary in carrying out that which has been empowered to it under those Restrictive Covenants and Conditions for

(19) Sue and be sued.

Each lot owner shall be a member of the Association. As a member, each lot owner shall be liable and obligated to pay a pro-rata share of the costs of surface water management, those ingress and egress, and utility and drainage easements pertaining thereto, together with any sums that the membership in accordance with these Articles of Association may vote to spend for those and other purposes outlined herein. Each lot membership shall bear equal proportion of each assessment regardless of a lot's location, dimension or size. Annual assessments shall be payable in advance on or before December 31st of each preceding year. The amount of an annual assessment will depend upon the financial requirements of the Association and for maintenance, improvements and operation of the common area. Special Assessments for these purposes may from time to time be made by the Association. Any unpaid assessment due at any time shall be and become the obligation of a subsequent owner of a lot upon purchase of said lot.

Commencing in 2026 during the month of November in each year (or earlier should the Board of Directors so decide), the Board of Directors of the Association shall call a meeting of the membership of the Association for the purpose of electing members of the Board of Directors; fixing the amount of the Association's maintenance, improvement and operation assessment; and conducting old and new Association business for the ensuing year.

The call for a meeting shall be in writing; shall state the meeting's purpose; shall designate the date (which shall be no less than thirty (30) days nor more than sixty (60) days from the date the call is mailed), time and place of said meeting and shall be mailed to all lot owners at the last addresses for said owners on the books and records of the Association or to the lot owners' addresses as shown on the Polk County tax rolls. The amount of each year's annual assessments and charges shall be determined at the annual meeting by the affirmative vote of a majority of those lot owners present at said meeting who, in voting, either affirmatively or negatively, shall be deemed a member of the Association in accordance with Article IV.

Following the Association annual meeting, written annual assessments voted for by the

except as between lot owners of membership assessments, and any unpaid assessments due at any time shall be and become the obligation of a new lot owner upon the purchase of said lot. Sums thus collected by the Association shall be held and expended by it for the sole purposes that said assessments were made.

The Association shall be empowered through its Officers and Board of Directors to place a charging lien against a lot owner's property for non-payment of such assessments, charges and costs that have been properly made hereunder and in accordance with the Declaration, the By-Laws, and Rules and Regulations of the Association. Removal of said lien shall require the payment of said lien amount, interest, recording costs and attorney fees. A lien shall be subordinate to a mortgage lien of any financial institution having a mortgage on said lot whether before or after said lien shall be placed thereupon.

ARTICLE IV Members

The Association shall have two (2) classes of voting membership.

CLASS A. The Class A members shall be all owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

CLASS B. The Class B members shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to a Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

The owner of each lot in TREYMONT subdivision, as provided herein who shall pay the normal and any special assessments which may from time to time be fixed by the Board of Directors of the Association shall be a member of the Association. A member shall not include

Membership shall be on a calendar year basis and shall automatically be transferred during a calendar year with the transfer of lot ownership.

A member not in good standing with the Association shall include a member that has failed to pay any assessments, charges and costs of the Association during the time period allowed for the payment of same. A member not in good standing with the Association may be denied the right to vote at the Association meetings or to hold office within the Association as well as denied the right to use any recreational facilities within the common areas of the Association or the use thereof by immediate family members, guests and invitees.

ARTICLE V

The Association shall exist in perpetuity; 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 non profit corporation similar to the Association.

ARTICLE VI Management

The affairs and business of the Association shall be managed by a Board of Directors and by the following officers: President, Vice-President, and Secretary/Treasurer and such other officers as the Board of Directors shall appoint. The officers shall be elected by the Board of Directors at the first meeting of the Board of Directors immediately following the annual meeting of the Association. The President and Vice-President shall be members of the Board of Directors, but no other officer need be a member of the Board of Directors. The same person may hold two (2) offices, the duties of which are not incompatible.

ARTICLE VII Officers

ARTICLE VIII
Directors

The Association shall have three (3) directors initially. Thereafter, the number of directors may be either increased or diminished from time to time by a vote of a majority of the membership present at any authorized meeting but shall never be less than three (3).

The names and addresses of the persons who are to serve on the first Board of Directors are:

C. Dane Rogers	5431 U.S. Hwy. 98 South Lakeland, Florida 33812
John Steven Rogers	5431 U.S. Hwy. 98 South Lakeland, Florida 33812
William Thomas Rogers	5431 U.S. Hwy. 98 South Lakeland, Florida 33812

The initial directors shall serve until the first annual meeting of the Association and thereafter as provided for hereafter.

At each annual meeting, the members of the Association shall elect the members of the Board of Directors by a majority of the votes cast at such election, and such members shall serve until the next annual meeting of the Association or as otherwise provided in the By-Laws of the Association.

In the event of the removal, resignation, death or other vacancy of a member of the Board of Directors, the vacancy shall be filled by the remaining Board of Directors. The replacement member of the Board of Directors shall serve the remainder of the term of his predecessor.

No member of the Board of Directors or any committee of the Association or any officer of the Association shall be personally liable to any member of the Association, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of such person or group; provided that such person or group has, upon the basis of such information as may be possessed by him, acted in good faith, without willful or intentional misconduct.

may be amended or rescinded by them. In addition, any By-Laws so adopted may be amended, modified or rescinded at any Association meeting by the vote of members owning seventy-five percent (75%) of the membership, except that any amendment must have the prior written approval of the Declarant if the Declarant or its successors or assigns owns any Lot or Lots in the subdivision.

ARTICLE IX Amendments

Prior to the time when Class B membership is converted to Class A membership, the Declarant shall have the absolute right to modify any or all of the Restrictive Covenants and Conditions of the TREYMONT subdivision by amendment, deletion or addition thereto. After the time when Class B membership is converted to Class A membership, the Association through its membership shall have the absolute right to modify any or all of the Restrictive Covenants and Conditions of the TREYMONT subdivision by amendment, deletion or addition thereto upon the direction of seventy-five percent (75%) or more of the membership in the Association, except that any amendment which would affect the surface water management system, including the water management portion of the common area, must have the prior approval of the Southwest Florida Water Management District or its successor agency and except that any amendment must have the prior written approval of the Declarant if the Declarant or its successors or assigns owns any Lot or Lots in the subdivision.

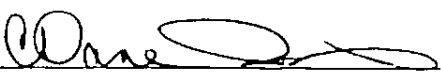
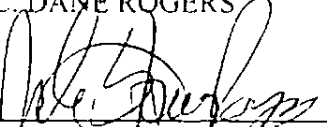
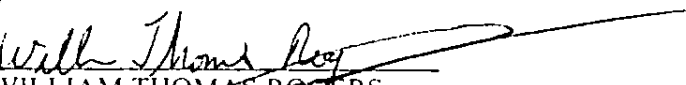
Other than the foregoing right to modify said Restrictive Covenants and Conditions pertaining to the TREYMONT subdivision, hereinabove referenced, other amendments to these Articles of Association shall be approved by the Board of Directors, proposed by them to the members and approved at any meeting by a seventy-five percent (75%) vote of the members present, provided that no less than thirty (30) days notice by mail shall have been given to all members, setting forth, the proposed amendments, except that any amendment must have the prior written approval of the Declarant if the Declarant or its successors or assigns owns any Lot

ARTICLE X
Subscribers and Incorporators

The names and addresses of the subscribing incorporators of these Articles of Incorporation are:

NAME:	ADDRESS:
C. Dane Rogers	5431 U.S. Hwy. 98 South Lakeland, Florida 33812
John Steven Rogers	5431 U.S. Hwy. 98 South Lakeland, Florida 33812
William Thomas Rogers	5431 U.S. Hwy. 98 South Lakeland, Florida 33812

IN WITNESS WHEREOF, the undersigned, as subscribing incorporators to these Articles of Association, have hereunto set their hands and seals at Lakeland, Polk County, Florida, this 22ND day of OCTOBER, 2020.


SUBSCRIBERS:	ADDRESS:
 C. DANE ROGERS	5431 U.S. Hwy. 98 South Lakeland, Florida 33812
 JOHN STEVEN ROGERS	5431 U.S. Hwy. 98 South Lakeland, Florida, 33812
 WILLIAM THOMAS ROGERS	5431 U.S. Hwy. 98 South Lakeland, Florida 33812

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 22nd day of October, 2020, by C. Dane Rogers, who is personally known to me or who has produced _____ as identification.



Gerald E. Lou
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG276138


Notary Public
Print Name: Gerald E Lou

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☒ physical presence or [] online notarization, this 22nd day of October, 2020, by John Steven Rogers, who is personally known to me or who has produced _____ as identification.



Gerald E. Lou
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG275138
Expires 11/7/2022

Gerald E. Lou
Notary Public
Print Name: Gerald E. Lou
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☒ physical presence or [] online notarization, this 22nd day of October, 2020, by William Thomas Rogers, who is personally known to me or who has produced _____ as identification.



Gerald E. Lou
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG275138
Expires 11/7/2022

Gerald E. Lou
Notary Public
Print Name: Gerald E. Lou
My Commission Expires: _____

CERTIFICATE DESIGNATING PLACE OF BUSINESS

OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS

STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

In pursuance of Chapter 48.091 and Chapter 617.023, Florida Statutes, the following is submitted, in compliance with said Acts:

That TREYMONT Property Owners' Association, Inc. desiring to organize a corporation not for profit under the Laws of the State of Florida with its principle office, as indicated in the Articles of Association, at 200 Lake Morton Drive, Suite 200, Lakeland, Florida 33801, as its Agent to accept Service of Process within the State.

ACKNOWLEDGMENT