

1721000011492

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

(Business Entity Name)

(Document Number)

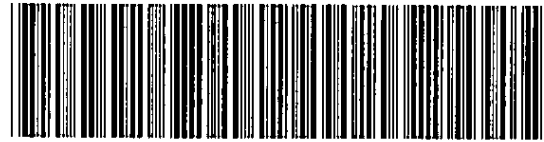
Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only

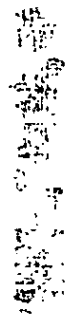
SEP 29 2021

T. SCOTT



500373641925

09/21/21--01001--015 **78.75



2021 SEP 24 PM 1:29

RECEIVED

COVER LETTER

* I WAS TOLD THAT THE PREVIOUS FILING
WAS REJECTED DUE TO NOT HAVING
A SIGNATURE FROM THE INCORPORATOR.
SEE ARTICLE XV FOR SIGNATURE, NAME,
AND ADDRESS.
Doc # W21000113369

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

SUBJECT: MAGNOLIA ACRES HOMEOWNERS 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

* ALREADY PAID VIA
mail

☐ \$78.75
Filing Fee
& Certified Copy

☐ \$87.50
Filing Fee,
Certified Copy
& Certificate

ADDITIONAL COPY REQUIRED

FROM: SCOTT PAUL
Name (Printed or typed)

2130 E. EDGEMOOD DR STE 4
Address

CARLETON, FL 33803
City, State & Zip

863-287-7109
Daytime Telephone number

sepaul1204@gmail.com
E-mail address: (to be used for future annual report notification)

PLEASE CALL
WITH ANY QUESTIONS.

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

**ARTICLES OF INCORPORATION
OF
MAGNOLIA ACRES HOMEOWNERS ASSOCIATION, INC.,
A FLORIDA NOT FOR PROFIT CORPORATION**

2021 SEP 24 PM 1:29
FBI - TAMPA

The following Articles of Incorporation ("Articles") are hereby adopted by the undersigned Incorporator:

**ARTICLE I
NAME**

The name of this corporation shall be MAGNOLIA ACRES HOMEOWNERS ASSOCIATION, INC. ("Association").

**ARTICLE II
DURATION**

The Association shall have perpetual existence. The rules and regulations thereof shall remain in effect for a minimum of twenty-five (25) years and shall be automatically renewed thereafter.

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

The Association is organized for the purpose of enforcing, and fulfilling the objectives and purposes stated in the "Governing Documents" (as that term is defined in that certain Declaration of Covenants, Conditions, Easements, and Restrictions for MAGNOLIA ACRES SUBDIVISION, as same may from time to time be amended or supplemented (the "**Declaration**"), to be recorded in the Public Records of Polk County, Florida). Capitalized terms used above or herein without definition shall have the same meanings given or ascribed to such terms in the Governing Documents. The Association shall have all the powers of a not for profit corporation organized under Chapter 617 of the Florida Statutes, subject, however, only to such limitations upon the exercise of such powers as are expressly set forth in the Governing Documents or the Association Act. The Association shall have the power to do any and all lawful things which may be authorized, assigned, required, or permitted to be done by the Association pursuant to the Governing Documents and/or the Association Act, including, but in no way limited to: (i) ownership, operation, management, administration, maintenance, repair, replacement, and insurance of the Common Areas, including but not limited to the Stormwater Management System and respective Common Area Tracts that shall be owned by the Association; (ii) the levy and collection of Assessments, including for the operation and maintenance of the Stormwater Management System; and (iii) 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 as specified in the Governing Documents and/or under the Association Act, including but not limited to the adoption of Rules and Regulations and the ability to Sue and be Sued. The Association shall also have the power to contract on its behalf to provide services for operation and maintenance. If wetland mitigation or monitoring is required, the association shall be responsible to carry out this obligation

and to complete the task successfully, including meeting all (permit) conditions associated with wetland mitigation, maintenance and monitoring.

ARTICLE IV **PRINCIPAL OFFICE**

The initial principal place of business and mailing address of the Association is 2130 E. Edgewood Dr., Lakeland, FL 33803.

ARTICLE V **REGISTERED OFFICE AND AGENT**

SCOTT PAUL, 2130 E. EDGEWOOD DR., LAKELAND, FL 33803, is hereby appointed the registered agent of the Association and the registered office shall be at said address.

ARTICLE VI **DISSOLUTION OF THE ASSOCIATION**

Upon dissolution of the Association, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner and order

- 6.1 As required by Florida law.
- 6.2 As set forth in the Declaration.
- 6.3 Any portion of the Property then owned by Declarant and that has not been not theretofore conveyed or dedicated to the Association shall be automatically deemed withdrawn by Declarant, with Declarant thereafter authorized to further evidence the withdraw of said Property by execution of a Supplemental Declaration describing the real property withdrawn, which Declarant may then record in the Public Records.
- 6.4 Except as otherwise set forth in the Declaration, conveyance to a not for profit corporation homeowners' association similar to the Association or conveyance or dedication to any applicable Governmental Authority determined by the Board to be appropriate for such conveyance or dedication, which Governmental Authority is willing to accept such conveyance or dedication, of any property, duties, and responsibilities of the Association, which association or Governmental Authority shall then be responsible for the operation and maintenance thereof. With respect to the Association's responsibility for the operation and maintenance of the Stormwater Management System and Conservation Easement Areas, such obligation must be transferred to and be accepted by an entity which satisfies the requirements of Rule 62-330.310 of the Florida Administrative Code, and Applicant's Handbook Volume 1, Section 12.3 and be approved by the District prior to such dissolution. If no other association or Governmental Authority will accept such property, duties, and responsibilities, then it will be conveyed to a trustee appointed by the Circuit Court of Polk County, Florida, which trustee shall sell such property free and clear of the limitations imposed by the Governing Documents upon terms established by the Circuit Court of Polk County, Florida. That portion of the Property consisting of the Surface Water Management System and Conservation Areas cannot be altered, changed or sold separate from the lands associated therewith. The proceeds of such a sale shall first be used for the payment of any debts

or obligations constituting a lien on such property, then for the payment of any obligations incurred by the trustee in the operation, maintenance, repair and upkeep of such property. The excess proceeds, if any, from the property shall be distributed among Members in a proportion that is equal to the proportionate share of such Members in the Common Expenses of the Association.

ARTICLE VII **MEMBERSHIP**

Every person or entity which qualifies as a Member of the Association in accordance with the Declaration shall be a Member of the Association, and such membership shall carry all rights, restrictions, benefits, interests, and limitations granted pursuant to the Governing Documents, any Rules and Regulations, and the Association Act.

ARTICLE VIII **VOTING RIGHTS**

A Member's right to vote in Association matters shall vest as set forth in the Declaration. All voting rights of a Member shall be exercised in accordance with and subject to the terms, conditions, restrictions, and limitations provided in the Governing Documents.

ARTICLE IX **BOARD OF DIRECTORS**

The affairs of the Association shall be managed by the Board, who shall be appointed or elected pursuant to the provisions of the Declaration and the Bylaws. The number of Directors constituting the initial Board shall be three (TO BE DETERMINED). The names and addresses of the persons who are to act in the capacity of initial Directors until the election and qualification of their successors as provided in the Declaration and the Bylaws are:

Name:

Address:

TO BE DETERMINED TO BE DETERMINED

ARTICLE X **OFFICERS**

The affairs of the Association shall be administered by the Officers designated in the Declaration and the Bylaws. The names and addresses of the persons who are to act in the capacity of Officers until the appointment/election and qualification of their successors are:

Name/Office:

Address:

TO BE DETERMINED

TO BE DETERMINED

ARTICLE XI
AMENDMENT

These Articles may be amended, supplemented, and modified at any time and from time to time in the same manner that the Declaration may be amended, supplemented, and modified, with the exception that any amendment proposed to these documents which would affect the Stormwater Management System (including environmental conservation areas and water management portions of the common areas) will be submitted to the Agency for a determination of whether the amendment necessitates a modification of the permit. Any amendment affecting the Stormwater Management System will not be finalized until any necessary permit modification is approved by the Agency or the Association is advised that a modification is not necessary.

ARTICLE XII
INDEMNIFICATION

12.1 Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' and other professionals' 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 so serves the Association at the time such expenses are incurred, regardless of by whom the proceeding is brought, except in relation 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 not exclusive of all other rights to which such Director or Officer may be entitled.

12.2 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 a majority of the 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 that he is not to be indemnified by the Association as authorized by these Articles of Incorporation.

12.3 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 corporation, 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 XIII
AGENCY RIGHTS

The Agency has the right to take enforcement action, including a civil action for an injunction and penalties, against the Association to compel it to correct any outstanding problems with the Stormwater Management System facilities or in mitigation or conservation areas under the responsibility or control of the Association.

The environmental resource permit and its conditions will be attached to the rules and regulations as an exhibit. The Registered Agent for the Association will maintain copies of all further permitting actions for the benefit of the Association.

ARTICLE XIV
BYLAWS

The initial Bylaws shall be adopted by the Board and may be amended, supplemented, and modified at any time and from time to time in the same manner that the Declaration may be amended, supplemented, and modified.

ARTICLE XV
INCORPORATOR

The name and address of the Incorporator of the Association is: **Scott Paul**, whose address is **2130 E. Edgewood Dr., Lakeland, FL 33803**.

Signature: _____

ARTICLE XVI
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.

IN WITNESS WHEREOF, the undersigned has signed these Articles this 7th day of SEPTEMBER, 2021

Scott Paul

CERTIFICATE DESIGNATING REGISTERED AGENT
FOR SERVICE OF PROCESS

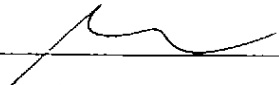
Pursuant to the provisions of Chapters 48 and 617 of the Florida Statutes, the corporation identified below hereby submits the following Certificate Designating Registered Agent for Service of Process ("**Certificate**") in designation of the registered office and registered agent in the State of Florida.

MAGNOLIA ACRES HOMEOWNERS ASSOCIATION, INC., desiring to organize as a not for profit corporation under the laws of the State of Florida, with its registered office at **2130 E. Edgewood Dr., Lakeland, FL 33803** has named **Scott Paul**, whose address is located at the above-registered office, as its registered agent to accept service of process within the State of Florida.

ACKNOWLEDGMENT:

Having been named as registered agent for the above-stated corporation at the place designated in this Certificate, I hereby acknowledge that I am familiar with the obligations of a registered agent under the laws of the State of Florida, accept to act as registered agent for the above-stated corporation, and agree to comply with the provisions of all laws applicable to the performance of such office.

TO BE DETERMINED

By: 

Dated: 7/7, 2021



September 21, 2012

To Whom it May Concern,

I was listed as President of the for-profit corporation, Magnolia Acres Homeowners Association, Inc. (Doc # P21000052230), and I will be the President of the new NON profit corporation with the same name, Magnolia Acres Homeowners Association, Inc. (Ref # W21000113369). I have no intention of revoking dissolution for the profit corporation.

Regards,

A handwritten signature in black ink, appearing to read "Scott Paul", with a long horizontal flourish extending to the right.

Scott Paul

President

Magnolia Acres Homeowners Association, Inc.



A handwritten signature in black ink, appearing to read "Melissa Ash", written in a cursive style.

*Sworn to me by physical appearance,
on this day 21st day of September, 2012.*