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Division of Corporations

## Florida Department of State

## Division of Corporations

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## FLORIDA PROFIT/NON PROFIT CORPORATION

Andrew's Crossing Community Association, Inc.

|                       |         |
|-----------------------|---------|
| Certificate of Status | 0       |
| Certified Copy        | 0       |
| Page Count            | 10      |
| Estimated Charge      | \$70.00 |

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ARTICLES OF INCORPORATION  
OF  
ANDREW'S CROSSING COMMUNITY ASSOCIATION, INC.

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

ARTICLE I

NAME

The name of the corporation shall be ANDREW'S CROSSING COMMUNITY 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 of Incorporation with the Florida Department of State.

ARTICLE III

DEFINITIONS

Unless the context otherwise requires, all capitalized terms herein shall have the same meaning as set forth in the Declaration of Covenants, Conditions, Easements, Reservations and Restrictions for Andrew's Crossing Community recorded or to be recorded in the Public Records of Seminole County, Florida, as it may be amended or supplemented from time to time (the "Community Declaration"). References in these Articles of Incorporation to the terms "Articles of Incorporation", "Bylaws", and "Community Declaration" shall include any duly-adopted amendments to any of the foregoing documents from time to time.

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ARTICLE IV

PRINCIPAL OFFICE

The principal office and mailing address of the Community Association is located at 1200 Duda Trail, Oviedo FL 32765

ARTICLE V

REGISTERED OFFICE AND AGENT

Tracy Duda Chapman, whose address is 1200 Duda Trail, Oviedo FL 32765, is hereby appointed the initial registered agent of the Community Association and the registered office shall be at said address.

ARTICLE VI

PURPOSE AND POWERS OF THE COMMUNITY ASSOCIATION

The Community Association is formed to provide for, among other things, the improvement, maintenance, preservation of the Community Property and to promote the recreation, health, safety and welfare of the Owners. The Community 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 of Incorporation, the Bylaws, or the Community Declaration. The Community 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 Community Declaration, any Supplemental Declaration, these Articles of Incorporation 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 Community Association for the benefit of the Owners and for the maintenance, administration and improvement of the Community Property, Areas of Common Responsibility and Common Areas. The Community Association shall not pay dividends and no part of any income of the Community Association shall be distributed to its members, directors or officers. The duties and powers of the Community Association shall be exercised by the Board of Directors unless provided otherwise in the Community Declaration, these Articles of Incorporation or the Bylaws, and shall include, without limitation, the following powers, subject to applicable approval requirements set forth in the Community Declaration, these Articles of Incorporation or the Bylaws:

(a) To fix, levy, collect and enforce payment of, by any lawful means, all charges, fines or Assessments pursuant to the terms of the Community Declaration, these Articles of Incorporation or the Bylaws; to pay all expenses in connection therewith and all office and other

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expenses incident to the conduct of the business of the Community Association, including without limitation all licenses, taxes or governmental charges levied or imposed against the the Community Property; and to provide adequate funding for the performance of 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 Community Association for the benefit of the Owners and for the maintenance, administration and improvement of the Community Property, Common Area, and Area of Common Responsibility;

(b) To acquire (by gift, purchase or otherwise), manage, control, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property subjected to the Community Declaration or any other property for which the Community Association by rule, regulation, Community Declaration or contract has a right or duty to provide or perform such services;

(c) To borrow money, and as provided in the Community Declaration or Bylaws, mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(d) To dedicate, sell, transfer or grant easements over, under, or through all or any part of the Common Area to any public agency, authority or utility or to any other third party or to accept easements over real property adjacent to or nearby the Common Area to benefit the Community Association and/or its operation and use of the Common Area or the Community Property;

(e) To enforce covenants, conditions, or restrictions affecting any property to the extent the Community Association may be authorized to do so under the Community Declaration or the Bylaws;

(f) To engage in activities which will actively foster, promote, and advance the common interests of all Owners of the Community Property;

(g) To enter into, make, perform, or enforce contracts of every kind and description, and to perform all other acts necessary, appropriate, or advisable in carrying out any purpose of the Community Association, whether individually or with or in association with any other association, corporation, or other entity or agency, public or private;

(h) To adopt, alter, and amend or repeal such Bylaws as may be necessary or desirable for the proper management of the affairs of the Community Association; provided, however, such Bylaws may not be inconsistent with or contrary to any provisions of these Articles of Incorporation or the Community Declaration;

(i) To maintain, repair, replace and operate portions of the Community Property and Areas of Common Responsibility consistent with the obligations imposed upon or assumed by the Community Association for maintenance, repair, replacement and operation pursuant to the Community Declaration, these Articles, the Bylaws, or separate agreement, including without

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limitation the Community Drainage System, as defined in the Community Declaration, in a manner consistent with all permits issued by the St. Johns River Water Management Community and applicable rules of the St. Johns River Water Management Community;

(j) To accept jurisdiction over, and the powers and duties imposed with respect to, any additional property which may become part of the Community Property or which may otherwise be subjected to the jurisdiction of the Community Association as provided in the Community Declaration. The Community Association shall accept as members all owners of property hereafter subjected to the jurisdiction of the Community Association as provided in the Community Declaration; and

(k) To sue and be sued and appear and defend in all actions and proceedings in its corporate name to the same extent as a natural person.

The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or hereafter be allowed or permitted by law subject to only such limitations as set forth in these Articles of Incorporation, the Bylaws, the Community Declaration, or any Supplemental Declaration; and the powers specified in each of the paragraphs of this Article VI are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph or provisions of this Article VI.

## ARTICLE VII

### MEMBERSHIP

7.1 Membership. Each Owner, including the Community Declarant, shall be a member of the Community Association. No Owner, whether one (1) or more Persons, shall have more than one (1) membership per Unit owned. Any person or entity who holds any interest merely as a security for the performance of any obligation shall not be a member. The Community Association membership of each Owner shall be appurtenant to the Unit or giving rise to such membership, and shall not be transferred except upon the transfer of title to said Unit 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 Community Association appurtenant thereto to the new Owner thereof. The membership of an Owner in the Community Association shall not be refused, waived or surrendered, but voting rights and rights of use and enjoyment of the Common Area may be regulated or suspended as provided in these Articles of Incorporation, the Community Declaration, the Bylaws and the rules and regulations of the Community Association.

7.2 Jurisdiction of Community Association. The Community Association and each member thereof must accept as members those owners subject to the jurisdiction of the Community Association as provided in the Community Declaration.

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## ARTICLE VIII

### VOTING RIGHTS

8.1 Voting Rights. The voting rights of members in the Community Association shall be as set forth in the Community Declaration and the Bylaws, as the same may be amended from time to time.

8.2 Voting Representative. Each vote in the Community Association must be cast a single vote by the designated voting representative for the Unit, and fractional votes shall not be allowed. If a Unit fails to designate a voting representative for Community Association matters, such Unit will not be entitled to vote on Community Association matters until a voting representative is duly appointed in accordance with Article II, Section 9, of the Bylaws.

## ARTICLE IX

### BOARD OF DIRECTORS

The business and affairs of the Community Association shall be managed by a Board of Directors. The initial Board of Directors shall be comprised of three (3) directors, but may be enlarged or decreased (i) by the Community Declarant during the Class "B" Control Period, in accordance with the Community Association's Bylaws or (ii) by the approval of a majority of the members after the Class "B" Control Period, provided that there shall always be an odd number of directorships created and that the number of directors is never less than three (3). The initial Board of Directors shall consist of three (3) directors appointed by the Community Declarant, but the number of the Board of Directors may be expanded as provided for in the Bylaws. 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 of Incorporation and the Bylaws are:

| <u>Name</u>                 | <u>Address</u>                   |
|-----------------------------|----------------------------------|
| Tracy Duda Chapman          | 1200 Duda Trail, Oviedo FL 32765 |
| Mark E. Engwall             | 1200 Duda Trail, Oviedo FL 32765 |
| Palmer B. "Bart" Weeks, Jr. | 1200 Duda Trail, Oviedo FL 32765 |

Within ninety (90) days after termination of the Class B Control Period, the members shall elect directors to replace the members of the Board of Directors appointed by the Community Declarant for staggered terms as provided in the Bylaws. Thereafter, the members shall elect all members of the Board of Directors and the method of election and term of office, removal and filling of vacancies of the Board of Directors shall be as set forth in the Bylaws.

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The Board of Directors may delegate such operating authority to such companies, individuals or committees as it, in its discretion, may determine.

## ARTICLE X

### OFFICERS

The affairs of the Community Association shall be administered by the officers designated 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 designated by the Board of Directors are as follows:

| <u>Office</u>            | <u>Name</u>                 | <u>Address</u>                    |
|--------------------------|-----------------------------|-----------------------------------|
| President                | Tracy Duda Chapman          | 1200 Duda Trail, Oviedo, FL 32765 |
| Vice President/Secretary | Mark E. Engwall             | 1200 Duda Trail, Oviedo, FL 32765 |
| Treasurer                | Palmer B. "Bart" Weeks, Jr. | 1200 Duda Trail, Oviedo, FL 32765 |

## ARTICLE XI

### INDEMNIFICATION

The Community Association shall indemnify every officer, director, committee member and employee of the Community Association against any and all costs and expenses, including reasonable attorneys' and paralegals' fees, reasonably incurred by or imposed upon such officer, director, committee member or employee in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he may be a party by reason of being or having been an officer, director, committee member or employee of the Community Association; however, such indemnity shall not apply to a person who has acted with willful misfeasance, malfeasance, misconduct or bad faith. Such officers, directors, committee members and employees shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors of the Community Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Community Association (except to the extent they may also be members of the Community Association), and the Community Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment; however, such indemnity shall not apply to a person who has acted with willful misfeasance, malfeasance, misconduct or bad faith. Any right to indemnification provided for herein shall not be exclusive of any other rights to which

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any officer, director, committee member, or employee, or former officer, director, committee member or employee may be entitled. The Community Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

## ARTICLE XII

### BYLAWS

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

## ARTICLE XIII

### AMENDMENTS

These Articles of Incorporation may be amended by a majority of the Board of Directors adopting a resolution setting forth the proposed amendment, if such proposed amendment is approved by the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of at least a majority of the total votes of the Community Association. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. No amendment shall be effective until filed with the office of the Secretary of State of Florida. A certified copy of each amendment shall be recorded in the Public Records of Seminole County, Florida. Notwithstanding anything to the contrary set forth herein, the Community Declarant may unilaterally amend these Articles of Incorporation at any time during the Class B Control Period, and the Board of Directors (either during or after the Class B Control Period) may unilaterally approve an amendment to these Articles of Incorporation to include any provisions which may be required by any federal, state or local governmental authority.

No amendment may remove, revoke, or modify any right or privilege of Community Declarant or the Class "B" member without the written consent of Community Declarant or the Class "B" member as appropriate, or the assignee of such right or privilege. No amendment may impair the validity or priority of the lien of any Mortgage held by a Mortgagee or impair the rights granted to Mortgagees herein without the prior written consent of such Mortgagees.

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ARTICLE XIV

INCORPORATOR

The name and address of the Incorporator of the Community Association is as follows:

Name

Address

Tracy Duda Chapman

1200 Duda Trail, Oviedo FL 32765

ARTICLE XV

NONSTOCK CORPORATION

The Community Association is organized on a nonstock basis and shall not issue shares of stock evidencing membership in the Community Association; provided, however, that membership in the Community Association may be evidenced by a certificate of membership which shall contain a statement that the Community Association is a corporation not for profit. The Community Association shall not pay dividends and no part of any income of the Community Association shall be distributed to its members, directors or officers.

ARTICLE XVI

DISSOLUTION

In the event the Community Association is intentionally dissolved for the purpose of winding up its affairs, then after the claims of creditors of the Community Association have been satisfied from the assets of the Community Association or otherwise, the remaining assets of the Community Association shall be dedicated to a public body or conveyed to a not-for-profit corporation, as defined in Chapter 617, Florida Statutes, as amended, with similar purposes, as the Board of Directors of the Community Association shall determine in their sole discretion.

Notwithstanding anything contained in the preceding grammatical paragraph to the contrary, in the event of termination, dissolution or final liquidation of the Community Association, the responsibility for the operation and maintenance of the Community Drainage System, as defined in the Community Declaration, must be transferred to and accepted by an entity which meets the requirements of section 62-330, Florida Administrative Code, and which is approved by the St. Johns River Water Management Community prior to such termination, dissolution or liquidation.

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ARTICLE XVIIADDITIONAL PROPERTY

Additional property may be added from time to time to the Community Property in accordance with the Community Declaration. When made, the additions shall extend the jurisdiction, functions, duties and membership of the Community Association to such additional property as may be contemplated by the Community Declaration.

The Community Association and each member must accept as members of the Community Association, the Owners of all Units in the property added to Community Property where the instrument hereafter annexing additional property to the jurisdiction of the Community Association provides that the Owners of Units in the property annexed to the Community Property are intended to be members of the Community Association and that the Community Association is intended to have jurisdiction over them.

IN WITNESS WHEREOF, the undersigned Incorporator has caused these presents to be executed as of the 19th day of January, 2022.

## WITNESSES

Jessica Fleck  
 (Print Name)

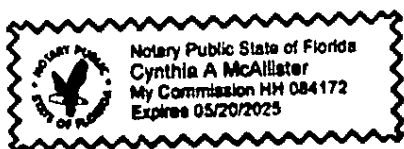
Tracy Duda Chapman  
 Tracy Duda Chapman

Tamara Dimones  
 (Print Name)

Address: 1200 Duda Trail, Oviedo FL 32765

STATE OF FLORIDA )  
 COUNTY OF BREVARD )  
 SEMINOLE

The foregoing instrument was acknowledged before me by means of ✓ physical presence or        on-line notarization on the 19th day of January, 2022, by Tracy Duda Chapman. Said person is known to me.



Cynthia A. McAllister  
 Signature of Person Taking Acknowledgement  
 Print Name: CYNTHIA A. McALLISTER  
 Title: Notary Public, State of Florida  
 Serial No. (if any) HH 084172  
 Commission Expires: 5/20/25

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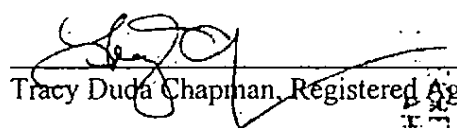
CERTIFICATE DESIGNATING REGISTERED AGENT FOR  
SERVICE OF PROCESS

Pursuant to Chapters 48 and 617, Florida Statutes, the following is submitted in compliance with said Acts.

ANDREW'S CROSSING COMMUNITY ASSOCIATION, INC., desiring to organize as a corporation under the laws of the State of Florida, with its registered office at 1200 Duda Trail, Oviedo FL 32765, has named Tracy Duda Chapman located at the above registered office, as its Registered Agent to accept service of process within this State.

ACCEPTANCE OF REGISTERED AGENT

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.

  
Tracy Duda Chapman, Registered Agent

Date: January 19, 2022

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