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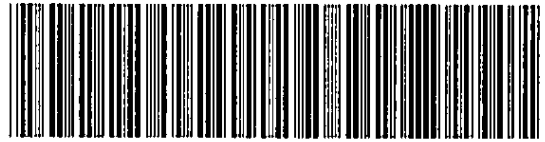
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DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

COVER LETTER

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

SUBJECT: LANDMARK BAPTIST VILLAGE, 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: CHRISTOPHER A DESROCHERS ESQ.

Name (Printed or typed)

2504 AVENUE G NW

Address

WINTER HAVEN, FL 33880

City, State & Zip

863-299-8309

Daytime Telephone number

CADLAWFIRM@HOTMAIL.COM

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
LANDMARK BAPTIST VILLAGE, INC.

Pursuant to the provisions of Section 617.1006, Florida Statutes, this Florida Not for Profit Corporation adopts the following amendments to its Articles of Incorporation:

1. The previously adopted Articles of Incorporation of Landmark Baptist Village, Inc., are hereby deleted and replaced with the following:

ARTICLE I

NAME

The name of the corporation is LANDMARK BAPTIST VILLAGE, INC., sometimes hereinafter referred to as the "Association".

ARTICLE II

PRINCIPAL OFFICE

The principal office of the Association is located at 2020 E. Hinson Ave.,
33844, Haines City, FL

ARTICLE III

PURPOSES AND POWERS

The Association has been formed as a nonprofit corporation to provide for the ownership, maintenance, preservation and architectural control of the residential lots and certain common and dedicated properties located in a development known as Landmark Baptist Village, (The "Properties") situated in or about Haines City, Florida, as described in the master Declaration of Covenants, Conditions and Restrictions of Landmark Baptist Village, together with any amendments thereto (the "Declaration") which has been filed in the Public Records of Polk County, Florida, a copy of which is presently filed in the offices of Landmark Baptist Church, Inc., of Haines City, Florida (also sometimes known as "Landmark Baptist Church, Inc."), ("Church" or "the Church") in Haines City, Florida, and to perform other specific purposes and powers as set forth below, and to be more fully set forth in the Declaration. The Association will not permit pecuniary gain or profit to the members nor distribution of its income to its officers or directors.

PURPOSES: The Association shall exist for all of the following purposes:

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DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

(a) To own, operate and maintain certain common and dedicated properties within the Properties (as set forth in the Declaration and other governing documents of the Association);

(b) To perform any such actions and to conduct any business or activities that a nonprofit organization can lawfully conduct under Florida law; and

(c) To take such actions as the Association authorizes pursuant to the Articles of Incorporation, which are consistent with these Articles and with the Declaration and all of the powers and authority reasonably necessary or appropriate to the operation of a residential community including, but not limited to, the following powers:

POWERS: The Association shall have all of the common law and statutory powers of a Florida corporation not for profit which are consistent with these Articles and with the Declaration and all of the powers and authority reasonably necessary or appropriate to the operation of a residential community including, but not limited to, the following powers:

(a) To exercise all the powers and privileges and to perform all the duties and obligations of the Association set forth in the governing documents, as the same may be amended from time to time as therein provided, and the governing documents are hereby incorporated herein by reference and made a part hereof;

(b) To fix, levy, collect and enforce payment by any lawful means, all charges or assessments and assessment liens pursuant to the terms of the governing documents; 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;

(c) To enforce any and all covenants, conditions, restrictions and agreements applicable to the Development, and to promulgate reasonable rules and regulations to govern the occupancy and use of the common areas, roads, lots, easements, rights of way, as well as the conduct of lot owners and their invitees, licensees, guests and others who enter the Properties for any reason;

(d) To pay taxes, if any on the Common Areas and Dedicated Areas and any other common and dedicated properties of the Association (as set forth in the Declaration);

(e) To 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;

(f) To borrow money, and to mortgage pledge deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, provided that such borrowing shall have the assent of eighty percent (80%) of each class of the Members (as hereinafter defined entities to vote);

(g) To dedicate, sell or transfer all or any part of the Common Areas and the Dedicated Areas and any other common area or assets owned by the Association to any Public agency, authority, or utility for such purposes and subject to conditions as may be agreed to by a majority of the Members present at a membership meeting duly called and noticed for such a purpose;

(h) To participate in mergers and consolidations with other nonprofit corporations organized for the same purpose or annex additional Common Areas or Dedicated Areas, provided further that no such assent shall be required as a condition to accepting conveyance of Common Areas pursuant to the Declaration or to accepting conveyance of Dedicated Areas pursuant to the Declaration;

(i) Subject always to the Declaration, to have and to exercise any and all powers, rights and privileges which a corporation organized under the Florida Nonprofit Corporation Law and under general law;

(j) To operate and maintain the surface water management system as permitted by the Southwest Florida Water Management District and any other governing body, including, but not limited to, all lakes, retention areas, culverts and related appurtenances;

(k) Operate and maintain common property, specifically the surface water management system as permitted by the Southwest Florida Water Management District and any other governing body, including, but not limited to, all lakes, retention areas, culverts and related appurtenances; and

(l) To annex, merge, bring in, join with, or otherwise incorporate or add such other lands and developments into the jurisdiction of the Association and into the recognized Properties of the Association as the Board of Directors shall determine reasonable to do under the circumstances; however, such actions shall be conditioned upon the affirmative vote of at least three members of the Association.

ARTICLE IV

MEMBERSHIP

Every person or entity who is a record owner of a lot or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association, including those purchasing under an agreement for deed or other contract construed as a mortgage in the State of Florida, shall be a member of the Association. Those holding mere legal title under an agreement for deed or other contract construed as a mortgage in the State of Florida shall not be considered a member of the Association. The provisions of this Article are not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot. It is understood that each unimproved lot shall consist of one lot and each lot upon which a single-family dwelling is construed shall consist of one lot. In addition, and pursuant to the CCRs, the membership of the Church are also members

of the Association. The Board of Directors, by resolution, may promulgate additional rules and regulations regarding membership qualifications, which may include, but is not limited to, approval of prospective purchasers and others prior to entrance into the Properties.

ARTICLE V

VOTING RIGHTS

Voting membership shall be as follows:

CLASS A. Class A member(s) shall be all members of the Association as provided for in Article IV of these Articles. Members of the Association who are lot owners shall be entitled to one vote for each lot owned. When more than one person holds 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.

Members who are the owner of a lot in Landmark Baptist Village, as provided herein, shall pay the normal and any special assessments which may from time to time be fixed by the Board of Directors of the Association, and timely payment of such assessments, pursuant to the governing documents and governing law, is a condition precedent to membership in the Association. The foregoing shall not include persons or entities who hold an interest merely as security for the performance of an obligation; and nothing in the paragraph shall be construed as expanding the classes of eligible members beyond those provided for in Article IV of these Articles. Membership may be conditioned on additional terms and conditions as set forth by the Board of Directors of the Association, and it shall be appurtenant to and may not be separated from the ownership of any Lots as outlined herein.

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 the use of any recreational facilities within the common areas of the Associations or the use thereof by immediate family members, guests and invitees.

ARTICLE VI

QUORUM

The Members holding 30% of the votes allocated under Article V of these Articles, represented in person or by proxy, shall constitute a quorum at meeting of Members.

If less than a quorum are represented at a meeting, the meeting shall be adjourned automatically. The Board of Directors may, but is not required to, attempt to reschedule and renote

the meeting. At any such rescheduled and renoticed membership meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally scheduled and notified. The members presented at a duly constituted meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of Directors who need not be Members of the Association. The number of directors may be changed by amendment of the Bylaws of the Association or by resolution of the Board of Directors of the Association, but shall never be less than three (3) directors or more than nine (9). The Directors are appointed or elected as stated in the bylaws and the duly promulgated rules and regulations of the Association. The names and addresses until the selection of their successors are:

Victor R. Grafton, Sr., 2020 E. Hinson Ave., Haines City, FL 33844.
Dr. Randolph A. Smith, 2020 E. Hinson Ave., Haines City, FL 33844.
Wallace A. Roberts, 2020 E. Hinson Ave., Haines City, FL 33844.
Brian D. Baker, 2020 E. Hinson Ave., Haines City, FL 33844.
Terrence Donohue, 2020 E. Hinson Ave., Haines City, FL 33844.
Barry Edward Parsons, 2020 E. Hinson Ave., Haines City, FL 33844.

The directors may, by bylaw or resolution, fix the term of office for all directors, as well as provide for qualifications for Board members and Board membership. However, unless contrary provisions are made by bylaw or resolution, each director's term of office shall be for one (1) year, but all directors shall continue in office until their successors are duly elected and installed. There shall be held at each annual meeting of the Association an election of directors. Directors may serve successive annual terms without limitation.

ARTICLE VIII

OFFICERS

The affairs of the Association shall be administered by a president, vice president, a secretary, a treasurer, and such other officers as may be designated in the Bylaws. A person may hold more than one officer position, and an officer need not be a Member of the Association. All officers serve at the will of the Board of Directors, who may appoint and remove any officer at any time with or without cause. The names and addresses of the officers who shall serve prior to the first appointment by the Board of Directors are as follows:

President: Victor R. Grafton, Sr., 2020 E. Hinson Ave., Haines City, FL 33844.

Vice President: Dr. Randolph A. Smith, 2020 E. Hinson Ave., Haines City, FL 33844.
Secretary: Wallace A. Roberts, 2020 E. Hinson Ave., Haines City, FL 33844.
Treasurer: Brian D. Baker, 2020 E. Hinson Ave., Haines City, FL 33844.

ARTICLE IX

DISSOLUTION

The Association may be dissolved with the consent given in writing and signed by eighty percent (80%) of the membership, together with the consent of any governmental entity who is also required to consent to the dissolution. Upon dissolution of the Association, other than incident to a merger or consolidation, its assets, both real and personal, shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was formed. In the event there is a refusal to accept such dedication, then such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization which is devoted to purposes similar to those of this Association. A suitable and lawful dedication of all Association assets is a condition precedent to any dissolution of this Association.

ARTICLE X

INDEMNIFICATION

The Association shall, and does hereby, indemnify any persons ("indemnitees") for any and all liability arising from their official capacities or from any acts committed or failure to act by them in their official capacities as officers or directors of the Association, including acts which are adjudged by a court of law to have constituted negligence or misconduct in the performance of their duty to the Association, and resulting from judgments, fines, or amounts paid in settlement which are incurred in any action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether such action, suit, proceeding is commenced during or subsequent to their tenure as officers or directors of the Association ("Actions"). This Article shall not be construed in any way so that this Article violates any governing law.

The Association will reimburse indemnities for any and all actual and reasonable expenses, including, without limitation, attorneys' fees and court cost in trial and appellate tribunals ("Expenses") as incurred by indemnitees in actions. Notwithstanding anything to the contrary herein, the Association will not indemnify indemnitees for any liability or expenses incurred for actions for which indemnification by the Association is not permitted under general law. The indemnification provided in this Article shall be in addition to and shall not limit or modify any other rights to indemnity to which indemnitees are entitled including, without limitation, those rights conferred by general law.

ARTICLE XI

BYLAWS

The first Bylaws of the Association shall be adopted by the Board of Directors and may be amended, revised, or revoked, in whole or in part, at any time, by a vote of two-thirds (2/3) of the members present in person or by proxy, or by a vote of two-thirds (2/3) of the Board of Directors present at any duly called regular or special meeting of the Board of Directors.

ARTICLE XII

DURATION

The Association shall have a perpetual existence.

ARTICLE XIII

AMENDMENTS

The Articles may be amended by a vote of eighty percent (80%) of the members at a meeting called for the purpose of considering the amendment of those Articles, or by resolution unanimously adopted by the Board of Directors present at any duly called regular or special meeting of the Board of Directors in which the proposed amendment is noticed for the meeting.

In addition, the Board of Directors, by majority vote of those present at any meeting of the Board of Directors, may amend, revise, or revoke any part of all of these Articles to bring any part or all of these Articles in compliance with any governing law; to bring it in compliance with any administrative or judicial directive; or any combination of the foregoing.

ARTICLE XIV

SUBSCRIBERS

The name and address of the subscribing incorporator of these Articles of Incorporation is:

Victor R. Grafton, Sr., 2020 E. Hinson Ave., Haines City, FL 33844.

ARTICLE XV

REGISTERED AGENT - REGISTERED OFFICE

The registered office of the Association is 2020 E. Hinson Ave., Haines City, FL 33844. The registered agent is Victor R. Grafton, Sr., a resident of the State of Florida whose business office is identical with that of the registered office.

ARTICLE XVI

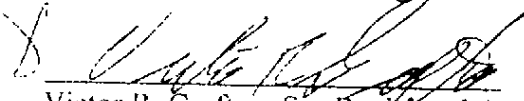
DEFINITIONS

For the purposes of these Articles, the following definitions shall control:

1. "Governing documents" shall mean the a) Declaration of Covenants, Conditions and Restrictions of Landmark Baptist Village, recorded in OR Book 2428, Page 0437, Public Records of Polk County, Florida, together with any amendments thereto ("the CCRs"); b) these Articles, together with any amendments thereto; c) the Bylaws, together with any amendments thereto; and d) any duly promulgated rule, regulation, or policy statement of the Board of Directors of any of its committees, together with any amendments thereto.

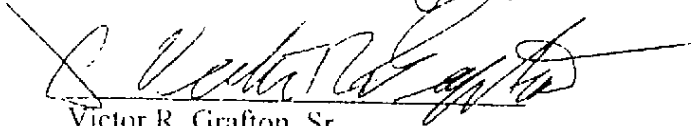
Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.

Dated this 6th day of July, 2022.


Victor R. Grafton, Sr., Registered Agent

I submit this document and affirm the facts stated herein are true. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.

Dated this 6th day of July, 20 22.


Victor R. Grafton, Sr.