

N24000010711

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

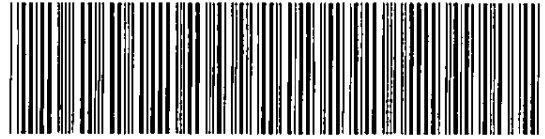
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



300433174183

RECEIVED

2024 SEP -3 PM 3:06

STATE OF FLORIDA
TALLAHASSEE, FLORIDA

Incorporating Services, Ltd.

1540 Glenway Drive
Tallahassee, FL 32301
850.656.7956
Fax: 850.656.7953
www.incserv.com
e-mail: accounting@incserv.com



ORDER FORM

TO Florida Department of State
The Centre of Tallahassee
2415 North Monroe Street, Suite 810
Tallahassee, FL 32303
corphelp@dos.myflorida.com
850-245-6051

FROM Melissa Moreau
mmoreau@incserv.com
850.656.7953

REQUEST DATE 9/3/2024

PRIORITY Regular Approval

OUR REF # (Order ID#) 1281582

ORDER ENTITY

GRAND RESERVE OWNERS ASSOCIATION, INC.

PLEASE PERFORM THE FOLLOWING SERVICES:

GRAND RESERVE OWNERS ASSOCIATION, INC. (FL)

New corp filing

NOTES:

\$70.00 Authorized

Email address for annual report reminders: radi@incserv.com

RETURN/FORWARDING INSTRUCTIONS:

ACCOUNT NUMBER: I20050000052

Please bill the above referenced account for this order.

If you have any questions please contact me at 656-7956,

Sincerely,

A handwritten signature in black ink, appearing to be "W" followed by a stylized flourish.

Please bill us for your services and be sure to include our reference number on the invoice and courier package if applicable. For UCC orders, please include the thru date on the results.



FLORIDA DEPARTMENT OF STATE
Division of Corporations

September 3, 2024

INCORPORATING SERVICES, LTD.

SUBJECT: GRAND RESERVE OWNERS ASSOCIATION, INC.
Ref. Number: W24000124038

Please honor the
original submission date
as the file date. Thanks!

We have received your document for GRAND RESERVE OWNERS ASSOCIATION, INC.. However, the document has not been filed and is being returned for the following:

The name designated in your document is unavailable since it is the same as, or it is not distinguishable from the name of an existing entity.

One or more major words may be added to make the name distinguishable from the one presently on file.

N05000009859

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6052.

Genesis R Kersey
Regulatory Specialist II

Letter Number: 524A00019714

Please honor the
original submission date
as the file date. Thanks!

RECEIVED
2024 SEP 11 PM 3:07
TALLAHASSEE, FLORIDA

**ARTICLES OF INCORPORATION
OF
GRAND RESERVE PROPERTY OWNERS ASSOCIATION, INC.
(A NOT-FOR-PROFIT CORPORATION)
TABLE OF CONTENTS**

	Page
1. Name of Corporation.....	1
2. Principal Office	1
3. Registered Office - Registered Agent.....	1
4. Definitions	1
5. Purpose of the Association.....	1
6. Not for Profit.....	1
7. Powers of the Association.....	1
8. Voting Rights	3
9. Board of Directors.....	3
10. Dissolution	3
11. Duration.....	3
12. Amendments	3
13. Limitations	4
14. Officers.....	4
15. Indemnification of Officers and Directors	4
16. Transactions in Which Directors or Officers are Interested	5
17. Florida Statutes.....	5

**ARTICLES OF INCORPORATION
OF
GRAND RESERVE PROPERTY OWNERS ASSOCIATION, INC.
(A NOT-FOR-PROFIT CORPORATION)**

In compliance with the requirements of the laws of the State of Florida, and for the purpose of forming a corporation not-for-profit, the undersigned does hereby acknowledge:

1. Name of Corporation. The name of the corporation is GRAND RESERVE PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association").

2. Principal Office. The principal office of the Association is: 1691 PHOENIX BLVD SUITE 280, ATLANTA, GA 30349 with its mailing address being 3500 S DUPONT HWY, DOVER, DE 19901.

3. Registered Office - Registered Agent. The street address of the Registered Office of the Association is 1540 GLENWAY DRIVE TALLAHASSEE, FL 32301. The name of the Registered Agent of the Association is: INCORPORATING SERVICES, LTD.

4. Definitions. The COMMUNITY DECLARATION FOR GRAND RESERVE PROPERTY OWNERS ASSOCIATION, INC. (the "Declaration") will be recorded in the Public Records of Pasco County, Florida, and shall govern all of the operations of a community to be known as GRAND RESERVE PROPERTY OWNERS ASSOCIATION, INC. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

5. Purpose of the Association. The Association is formed to: (i) provide for ownership, operation, maintenance and preservation of the Common Areas, and improvements thereon; (ii) perform the duties delegated to it in the Declaration, Bylaws and these Articles; and (iii) administer the rights and interests of the Declarant, Builders, the Association and the Owners.

6. Not for Profit. The Association is a not-for-profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its members.

7. Powers of the Association. The Association shall have, subject to the limitations and reservations set forth in the Declaration, all the powers, privileges and duties reasonably necessary to discharge its obligations, including, but not limited to, the following:

7.1 To perform all the duties and obligations of the Association set forth in the Declaration and Bylaws, as herein provided:

7.2 To enforce, by legal action or otherwise, the provisions of the Declaration and Bylaws and of all rules, regulations, covenants, restrictions and agreements governing or binding the Association and GRAND RESERVE PROPERTY OWNERS ASSOCIATION, INC.;

7.3 To operate and maintain the water management system ("WMS"). The Association shall operate, maintain and manage the WMS in a manner consistent with the governing water management district permit requirements and the applicable rules made by the governing water management district, and shall assist in the enforcement of the provisions of the Declaration that relate to the WMS. To the extent required by the governing water management district permit, the Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the WMS. Assessments may be used for the maintenance and repair of the WMS and mitigation or preservation areas, including, but not limited to, work within retention areas, drainage structures, and drainage easements.

7.4 To fix, levy, collect and enforce payment, by any lawful means, of all Assessments pursuant to the terms of the Declaration, these Articles and Bylaws, and any other governing documents of the Association;

7.5 To pay all Operating Expenses, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of the Association;

7.6 To acquire (by gift, purchase or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including the Common Areas) in connection with the functions of the Association except as limited by the Declaration.

7.7 To borrow money and hold forms of surety, and (i) if prior to the Turnover Date, upon the approval of (a) a majority of the Board; and (b) the prior written consent of the Declarant, or (ii) from and after the Turnover Date, approval of (a) two-thirds (2/3) of the Board at a duly noticed meeting at which there is a quorum, 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, including without limitation, the right to collateralize any such indebtedness with the Association's Assessment collection rights;

7.8 To dedicate, grant, license, lease, grant concession, create easements upon, sell or transfer all or any part of GRAND RESERVE PROPERTY OWNERS ASSOCIATION, INC. to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines and as provided in the Declaration;

7.9 To participate in mergers and consolidations with other non-profit corporations organized for the same purposes;

7.10 To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing the Association, GRAND RESERVE PROPERTY OWNERS ASSOCIATION, INC., the Common Areas, Lots, Parcels and Homes as provided in the Declaration and to effectuate all of the purposes for which the Association is organized;

7.11 To have and exercise any and all powers, rights, and privileges which a corporation organized under Chapter 617 or Chapter 720, Florida Statutes, by law may now or hereafter have or exercise;

7.12 To employ personnel and retain independent contractors to contract for management of the Association, GRAND RESERVE PROPERTY OWNERS ASSOCIATION, INC., and the Common Areas as provided in the Declaration and to delegate in such contract all or any part of the powers and duties of the Association;

7.13 To contract for services to be provided to, or for the benefit of, the Association, Owners, the Common Areas, and GRAND RESERVE PROPERTY OWNERS ASSOCIATION, INC., as provided in the Declaration, such as, but not limited to, telecommunications services, maintenance, garbage pick-up, and utility services;

7.14 To establish committees and delegate certain of its functions to those committees;

7.15 To have the power to sue and be sued;

7.16 To take any other action necessary or desirable to carry out any purpose for which the Association has been organized; and

7.17 To enter into agreements, if necessary, with other homeowners associations, property associations or other third parties, including, without limitation, any cost-sharing agreements or agreements to acquire licenses, leaseholds, memberships, and other possessory or use interests in other lands or facilities outside of GRAND RESERVE PROPERTY OWNERS ASSOCIATION, INC., which may include but will not be limited to, facilities, country clubs, golf courses, marinas, submerged land, parking areas, conservation areas, recreational amenities facilities, and other facilities. Pursuant to Section 720.31(6), Florida Statutes, the Association is hereby expressly authorized to enter into such agreements upon the approval of a majority of the Board, and without any vote of the members of the Association, regardless of when the Association enters into such agreement.

8. Voting Rights. Owners, Builders, and the Declarant shall have the voting rights set forth in the Declaration.

9. Board of Directors. The affairs of the Association shall be managed by a Board of odd number with not less than three (3) or more than five (5) members. The initial number of Directors shall be three (3). Board members shall be appointed and/or elected as stated in the Bylaws. After the Turnover Date, the election of Directors shall be held at the annual meeting. The names and addresses of the members of the first Board who shall hold office until their successors are appointed or elected, or until removed, are as follows:

NAME	ADDRESS
Heidi Coppola	1 Union Square West 3rd Floor, Suite 301 New York, NY 10003
Christopher Mataja	12802 Tampa Oaks Blvd, Suite 101, Tampa, FL 33637
Andy Peluso	12802 Tampa Oaks Blvd, Suite 101, Tampa, FL 33637

10. Dissolution. In the event of the dissolution of the Association, other than incident to a merger or consolidation, any member may petition the Circuit Court having jurisdiction of the Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Common Areas, in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties. If the Association ceases to exist, the responsibility for the operation and maintenance of the water management system ("WMS") must be transferred to and accepted by an entity which complies with Rule 62-330.310, Florida Administrative Code, and all state and local requirements of the governing water management district prior to such termination, dissolution, or liquidation.

11. Duration. Existence of the Association shall commence with the filing of these Articles with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity. However, in the event of the termination, dissolution or final liquidation of the Association, the WMS will be transferred to and maintained by one of the entities identified by the governing water management district.

12. Amendments.

12.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these Articles shall affect the rights of the Declarant unless such amendment receives the prior written consent of the Declarant, which may be withheld for any reason whatsoever. Further, notwithstanding any other provision herein to the contrary, for so long as a Builder owns any Lot within GRAND RESERVE PROPERTY OWNERS ASSOCIATION, INC., no amendment to these Articles that materially and adversely affect the Lots owned by such Builder shall be effective unless such amendment receives the prior written consent of such Builder. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these Articles, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.

12.2 Amendments prior to the Turnover. Prior to the Turnover, but subject to the general restrictions on amendments set forth above, the Declarant shall have the right to amend these Articles as it deems appropriate, without the joinder or consent of any person or entity whatsoever, except to the extent limited by applicable law as of the date the Declaration is recorded. The Declarant's right to amend under this Section is to be construed as broadly as possible. In the event the Association shall desire to amend these Articles prior to the Turnover, an amendment to the Articles may be adopted by the Association pursuant to the requirements for adopting amendments after the Turnover, as provided below; however, as long as Declarant or Builder own lots in the Association, the Declarant shall be required to join in such amendment so that its consent to the same will be reflected in the Public Records. To the extent legally required, each Owner shall be deemed to have granted to the Declarant, and thereafter, the Association, an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

12.3 Amendments After the Turnover. After the Turnover, this Declaration may be amended with the

written, balloted, casted, statutorily electronic, or proxied approval, or a combination thereof, of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Voting Interests present (in person, by casted ballot, in writing, by electronic submission, or by proxy) at a duly noticed meeting of the members of the Association at which there is a quorum. A quorum for any meeting of the members for the purpose of approving amendments after the Turnover shall be established by the presence, in person, by proxy, or by ballot, of the members entitled to cast ten percent (10%) of the total Voting Interests. Notwithstanding any other provision herein to the contrary, after the Turnover, no amendment to the Governing Documents shall affect the rights of Builders unless such amendment receives the prior written consent of the Declarant and Builders, which consent may be withheld for any reason whatsoever.

12.4 Compliance with HUD, FHA, VA, FNMA, GNMA and governing water management district. Prior to the Turnover, the Declarant shall have the right to amend these Articles, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, governing water management district, or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Association, other Owners, or any other party shall be required or necessary to such amendment. After the Turnover, but subject to the general restrictions on amendments set forth above, the Board shall have the right to amend these Articles, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, governing water management district or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. In addition, the Board may amend these Articles as it deems necessary or appropriate to make the terms of these Articles consistent with applicable law in effect from time to time. No approval or joinder of the Owners, or any other party shall be required or necessary to any such amendments by the Board. Any such amendments by the Board shall require the approval of a majority of the Board.

13. Limitations.

13.1 Declaration is Paramount. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

13.2 Rights of Declarant. There shall be no amendment to these Articles which shall abridge, reduce, amend, effect or modify the rights of the Declarant.

13.3 Bylaws. These Articles shall not be amended in a manner that conflicts with the Bylaws.

14. Officers. The Board shall elect a President, Vice President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine. The names and addresses of the Officers who shall serve until their successors are elected by the Board are as follows:

President:	Heidi Coppola	1 Union Square West 3rd Floor, Suite 301 New York, NY 10003
Vice President:	Christopher Mataja	12802 Tampa Oaks Blvd, Suite 101, Tampa, FL 33637
Secretary:	Andy Peluso	12802 Tampa Oaks Blvd, Suite 101, Tampa, FL 33637

15. Indemnification of Officers and Directors. The Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, costs and expenses reasonably incurred in connection with any action, suit or proceeding to which such Director or Officer may be made a party by reason of being or having been a Director or Officer of the Association, including reasonable counsel fees and paraprofessional fees at all levels of proceeding. This indemnification shall not apply to matters wherein the Director or Officer shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other

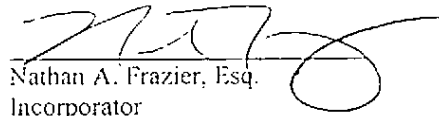
rights to which such Director or Officers may be entitled.

16. Transactions in Which Directors or Officers are Interested. No contract or transaction between the Association and one (1) or more of its Directors or Officers or the Declarant, or between the Association and any other corporation, partnership, or other organization in which one (1) or more of its Officers or Directors are Officers, Directors or employees or otherwise interested shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board which authorized the contract or transaction.

17. Florida Statutes. Any references to particular chapters, acts, or Sections of the Florida Statutes, shall be references to such Sections, chapters, acts, as the same is constituted on the date of the recording of the Declaration in the Public Records and as it may be hereafter renumbered, unless specifically stated otherwise. Unless stated otherwise, (e.g., as amended from time to time), any reference to a provision or specific article, Section, paragraph, sub article, sub Section, or sub paragraph of the Florida Statutes is a reference to the same as it is constituted on the date of the recording of the Declaration in the Public Records or as it may be hereafter renumbered; provided, however, the Board of Directors may adopt procedural amendments to applicable Florida Statutes through a Resolution voted on by a majority of the Board, recorded in the public records of the county. Regardless of whether the Resolution is recorded, it shall be effective to adopt the procedural amendments stated specifically, or stated in general, such procedural amendment shall apply to the extent and as permitted by and in accordance with Florida law. A Resolution may also be revoked by the Board of Directors with the same majority vote of the Board of Directors.

[Signature on Following Page]

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, being the Incorporator of this Association, has executed these Articles of Incorporation as of this 30th day of August, 2024.

A handwritten signature in black ink, appearing to read 'N. Frazier', with a large, stylized circular flourish at the end.

Nathan A. Frazier, Esq.
Incorporator
202 S. Rome Ave, Suite 125
Tampa, Florida 33606

ACCEPTANCE BY REGISTERED AGENT

The undersigned, having been named to accept service of process for the above-stated corporation at the place designated in this certificate, hereby agrees to act in this capacity, and is familiar with, and accepts, the obligations of this position and further agrees to comply with the provisions of all statutes relative to the proper and complete performance of its duties.

Dated this 3rd day of Sept, 2024.

INCORPORATING SERVICES, LTD

By: Melissa A. Moreau
Melissa A. Moreau

Registered Office:
1540 Glendale Drive
Tallahassee, FL 32301

Principal Corporation Office:
1691 Phoenix Blvd, Ste 280
Atlanta, GA 30349