

CORPORATION INFORMATION
SERVICES, INC.
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TALLAHASSEE, FL 32310
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CSO networks

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P O Box 5828
TALLAHASSEE, FL 32314

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FILED

95 MAR 10 1995

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CUSTOMER NO: 9654A

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CUSTOMER: Curtis R. Mosley, Esq
MOSLEY WALLIS & WHITEHEAD

1221 East New Haven Avenue

Melbourne, FL 32901

DOMESTIC FILING

NAME: GRAND RESERVE HOMEOWNER'S
ASSOCIATION, INC.

XX ARTICLES OF INCORPORATION
CERTIFICATE OF LIMITED PARTNERSHIP

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

CERTIFIED COPY
XX PLAIN STAMPED COPY
CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Andrea Hamilton

EXAMINER'S INITIALS:

HA
3-6-95

ARTICLES OF INCORPORATION

OF

GRAND RESERVE
HOMEOWNER'S ASSOCIATION, INC.

FILED

95 MAR - 1 1995

The undersigned, by these Articles, associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes (1967), as amended, and certify as follows:

ARTICLE I

NAME AND ADDRESS

The name of the corporation shall be GRAND RESERVE INC. For convenience, the corporation shall be referred to in this instrument as the Association, and shall have as its mailing address, 33A Suntree Place, Melbourne, FL 32940 or at such other place as the Board of Directors may designate at some future time.

ARTICLE II

PURPOSE

2.1 The purpose for which the Association is organized is to promote the recreation, health, safety, and welfare of the residents within GRAND RESERVE SUBDIVISION, more particularly described per the Plat recorded in Plat Book 48, Pages 73 and 74, Public Records of Seminole County, Florida and such additions thereto as may hereafter be brought within the jurisdiction of this corporation by annexation as provided in Article VIII herein, hereafter referred to as "The Properties".

2.2 The corporation does not contemplate pecuniary gain or profit, direct or indirect, to its members and the Association shall make no distributions of income to its members, directors or officers.

2.3 The Association shall operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the St. Johns River Water Management District MSSW permit no. 40-117-0238A requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein.

2.4 Surface water or Stormwater Management System means a system which is designated and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, or use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water shortage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified as approved by the St. Johns River Water Management District.

ARTICLE III

POWERS

3.1 The Association shall have all the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these articles.

3.2 The Association shall have all of the powers and duties set forth in the Declaration of Covenants and Restrictions to be recorded in the Public Records of Seminole County, Florida, and as it may be amended from time to time,

and all of the powers and duties reasonably necessary to operate and maintain the GRAND RESERVE SUBDIVISION, including but not limited to those set forth below.

3.3 The Association shall have the power to fix and levy assessments against The Properties, which assessments shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in The Properties, and in particular for the improvement and maintenance of properties, services and facilities devoted to the purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon The Properties, including, but not limited to:

- a. Payment of operating expenses of the Association;
- b. Lighting, improvement and beautification of access ways and easement areas;
- c. Doing any other thing necessary or desirable, in the judgment of the Association, to keep the subdivision neat and attractive or to preserve or enhance the value of the properties therein, or to eliminate fire, health or safety hazards, or, which in the judgment of the Association, may be of general benefit to the owners or occupants of lands included in the subdivision;
- d. Repayment of funds and interest thereon, borrowed by the Association.
- e. The Association shall levy and collect adequate assessments against members of the association for the costs of maintenance and operation of the surface water or stormwater management system.

The assessments shall be used for the maintenance and repair of the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements. The assessments will also be used for the maintenance and monitoring reports of the Conservation Easement Area as required by the St. Johns River Water Management District.

- f. Maintain liability insurance on the common properties.

ARTICLE IV

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject, by covenants of record, to assessment by this Association, shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of any obligation shall not be a member.

ARTICLE V

VOTING RIGHTS

After turnover of control of the Association to owners other than the Developer, each owner of a lot shall be entitled to one vote for each lot owned in GRAND RESERVE. The Developer shall exercise total control of the Association until all of the lots in GRAND RESERVE have been sold and conveyed to owners other than the Developer or three (3) years from the recording of the Declaration, whichever shall occur first, or at anytime prior that the Developer may elect to transfer control.

ARTICLE VI

DIRECTORS

6.1 The affairs of the Association shall be managed by a Board of Directors consisting of no less than three (3) Directors, nor more than five (5). The initial Board of Directors shall consist of three (3) Directors who shall hold office until the election of their successors as specified in the By-Laws.

6.2 The names and addresses of the members of the first Board of Directors, who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

Thomas E. Wasdin	33A Suntree Place Melbourne, FL 32940
William E. Starmer	33A Suntree Place Melbourne, FL 32940
L. Sue Wasdin	33A Suntree Place Melbourne, FL 32940

ARTICLE VII

OFFICERS

The affairs of the Association shall be administered by the officers as designated in the By-Laws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association, 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:

Thomas E. Wasdin, President	33A Suntree Place Melbourne, FL 32940
L. Sue Wasdin, Vice President	33A Suntree Place Melbourne, FL 32940
William E. Starmer, Secretary	33A Suntree Place Melbourne, FL 32940

ARTICLE VIII

ADDITIONS TO PROPERTIES AND MEMBERSHIP

Additions to the Properties described in Article II may be made only in accordance with the provisions of the covenants and restrictions applicable to said properties. Such additions, when properly made under the applicable covenants, shall extend the jurisdiction, functions, duties and membership of this corporation to such properties. Where the applicable covenants require that certain additions are approved by this corporation, such approval must have the assent of a majority of the votes of each class of membership who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all members at least fourteen (14) days in advance and shall set forth the purpose of the meeting.

ARTICLE IX

INDEMNIFICATION

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any 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, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty or willful misfeasance or malfeasance in the performance of his duties; provided, that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests 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.

ARTICLE X

BY-LAWS

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the By-Laws.

ARTICLE XI

AMENDMENTS

Amendments to the Articles of incorporation shall be proposed and adopted in the following manner:

11.1 Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

11.2 A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by a majority of the voting interest of the Association. A resolution adopting a proposed amendment must bear the approval of not less than a majority of the Board of Directors and not less than a majority of the voting interest of the Association.

11.3 In the alternative, an amendment may be made by an agreement signed and acknowledged by all members of the Association, in the manner required for the execution of the Deed.

11.4 No amendment shall make any changes in, or be effective to impair or dilute any rights of members that are governed by the recorded covenants and restrictions applicable to the Properties as, for example, qualification for membership and voting rights of members, which are part of the property interests created thereby.

11.5 A copy of each amendment shall be recorded in the Public Records of Seminole County, Florida.

11.6 Any amendment to these articles or to the Covenants and Restrictions which alter the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

ARTICLE XII

DURATION

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

ARTICLE XII

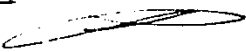
SUBSCRIBERS

The names and addresses of the subscribers to these Articles on Incorporation are as follows:

CURTIS R. MOSLEY, Esquire

1221 East New Haven Avenue
Melbourne, FL 32901

IN WITNESS WHEREOF, the subscribers have hereunto affixed their signatures on the 3rd day of March, 1998.



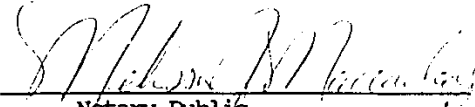
CURTIS R. MOSLEY

STATE OF FLORIDA)
)
COUNTY OF BREVARD)

BEFORE ME, the undersigned authority, on this day personally appeared CURTIS R. MOSLEY, the Subscriber of GRAND RESERVE HOMEOWNERS ASSOCIATION, INC. a Florida Corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification and did (did not) take an oath.



"OFFICIAL SEAL"
Melissa J. Macaulay
My Commission Expires 12/7/98
Commission #CC 425078



Notary Public
My commission expires:

CERTIFICATE OF REGISTERED AGENT

PURSUANT to Chapter 48.091, Florida Statutes, the following is submitted in compliance with said act: GRAND RESERVE HOMEOWNERS ASSOCIATION, INC. desiring to organize under the laws of the State of Florida, with its principal office, as indicated in the Articles of Incorporation, in the City of Indialantic, County of Brevard, State of Florida, has named CURTIS R. MOSLEY, ESQUIRE, located at 1221 East New Haven Avenue, Melbourne, Florida 32901, as its agent to accept service of process for the above-stated corporation, at the place designated in this certificate. I hereby am familiar and accept the duties and responsibilities as registered agent for GRAND RESERVE HOMEOWNERS ASSOCIATION, INC., and agree to comply with the provisions of said act relative to keeping open said office.



CURTIS R. MOSLEY, ESQUIRE
Registered Agent