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ATTORNEYS AT LAW

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April 10, 1998

Bureau of Corporate Records
Division of Corporations
Department of State
409 East Gaines Street
Tallahassee, Florida 32301

600002489286--5

RE: Elysium Homeowners' Association
Our File No.: 457-1

-04/15/98--01038--012
***122.50 ***122.50

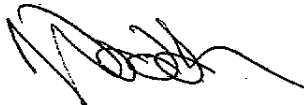
Dear Sir or Madam:

Enclosed please find an original and one (1) copy of the Articles of Incorporation for the above-referenced corporation for filing, together with our firm's trust account check in the amount of \$122.50, for the required fees as follows:

Filing Fees	\$ 35.00
Certified Copy	52.50
Registered Agent Designation	<u>35.00</u>
TOTAL	\$122.50

Please contact the undersigned if you have any questions concerning this or require anything further.

Very truly yours,



J. Todd South, Esquire

JTS/jsl
Enclosures
cc: Elysium Homeowners' Association

FILED
98 MAY -15 PM 3:50
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Handwritten signature and date 4/15/98



FLORIDA DEPARTMENT OF STATE

Sandra B. Mortham
Secretary of State

April 16, 1998

J. TODD SOUTH, ESQUIRE
2699 LEE ROAD
SUITE 120
WINTER PARK, FL 32789

SUBJECT: ELYSIUM HOMEOWNERS' ASSOCIATION, INC.
Ref. Number: W98000008535

We have received your document for ELYSIUM HOMEOWNERS' ASSOCIATION, INC. and your check(s) totaling \$122.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

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. Simply adding "of Florida" or "Florida" to the end of a name is not acceptable. Please select a new name and make the correction in all appropriate places. One or more words may be added to make the name distinguishable from the one presently on file.

Please return the original and one copy of 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) 487-6933.

Dana Calloway
Document Specialist

Letter Number: 898A00020446

MILLER, SOUTH & DIMASI, P. A.

ATTORNEYS AT LAW

2699 LEE ROAD, SUITE 120

WINTER PARK, FLORIDA 32789

J. GARY MILLER
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May 14, 1998

Bureau of Corporate Records
Division of Corporations
Department of State
409 East Gaines Street
Tallahassee, Florida 32301

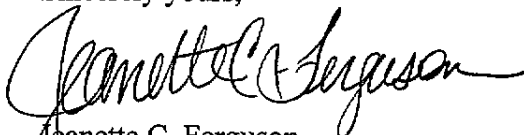
RE: Elysium Homeowners' Association
Your Reference No.: W98000008535
Our File No.: 457-1

Dear Sir or Madam:

In response to your letter no. 898A00020446 dated April 16, 1998, enclosed herein, please find the original and one copy of the revised, executed Articles of Incorporation for the above referenced entity. The enclosed Articles modify the name of the corporation from Elysium Homeowners' Association, Inc. to Elysium Homeowners' Association of Mount Dora, Inc. Please file the enclosed Articles and return a conformed copy to me in the enclosed self addressed, stamped envelope.

If you have any questions, please do not hesitate to contact me.

Sincerely yours,


Jeanette C. Ferguson
Assistant to J. Todd South, Esquire

Enclosure

/jcf

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**ARTICLES OF INCORPORATION
OF ELYSIUM HOMEOWNERS' ASSOCIATION OF MOUNT DORA, INC.
a Florida Not-For-Profit Corporation**

FILED

JAN -15 PM 3:50

SECRETARY OF STATE
TALLAHASSEE FLORIDA

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

**ARTICLE I
NAME AND ADDRESS**

The name of the corporation shall be ELYSIUM HOMEOWNERS' ASSOCIATION OF MOUNT DORA, INC. For convenience, the corporation shall be referred to in this instrument as the "Association", and shall have as its principle office address and mailing address 1029 Elysium Boulevard, Mount Dora, Florida 32757.

**ARTICLE II
PURPOSE AND DEFINITIONS**

2.1 Purpose. The purpose for which the Association is organized is to provide an entity for the operation of the Property as defined in the Declaration of Covenants and Restrictions for ELYSIUM recorded in Public Records of Orange County, Florida, in O.R. Book 3911, Page 3136, as may be amended from time to time (the "Declaration") and the preservation and maintenance thereof as further set forth in the Declaration.

2.2 Nonprofit Character of Association. The Association does not contemplate pecuniary gain or profit, direct or indirect, to its Members. The Association shall make no distributions of income to its Members, directors, or officers.

2.3 Definitions. The definitions set out in Article I of the Declaration are incorporated herein by reference.

**ARTICLE III
POWERS, DUTIES AND ASSESSMENTS**

The powers of the Association shall include and be governed by the following Provisions:

3.1 Common Law and Statutory Powers. The Association shall have all of 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 Powers in the Declaration. The Association shall have all of the powers and duties set forth in the Declaration reasonably necessary to operate the Property as set forth in the Declaration, including, but not limited to, the following:

1) To make and collect assessments against owners of a Lot or Lots within the Property to defray the costs, expenses and losses of the Association.

2) To use the proceeds of assessments and billings in the exercise of its powers and duties.

3) To maintain, repair, replace and operate those portions of the Property as provided in the Declaration.

4) To purchase insurance for the protection of the Association and its Members as defined in the Declaration, as well as liability insurance for the protection of the officers and directors of the Association as may be determined by the Board of Directors in its sole discretion.

5) To make and amend reasonable Rules and Regulations respecting the use of the Property as defined in the Declaration.

6) To enforce by legal means the provisions of the Declaration, these Articles, the By-Laws of the Association and the Rules and Regulations for the use of the Property.

7) To contract for the management and maintenance of the Property as is provided for in the Declaration, and to authorize the management agent to assist the Association in carrying out its powers and duties by performing such functions as collection of assessments, preparation of records, enforcement of rules and maintenance of such areas of the Property as provided in the Declaration. The Association shall, however, retain at all times the power and duties set out herein, in the Declaration and in the By-Laws.

8) To employ personnel to perform the services required for proper operation of the Property and the Association, and to supervise all such employees.

9) Reconstruct the improvements on the Common Areas after casualty and to further improve the Property.

10) In the event the Association shall become responsible for construction or operation of a surface or stormwater management system(including structures and drainage easements) 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.

3.3 Power to Acquire Lots. The Association shall have the power to purchase a Lot or Lots in the Property and hold title to the Common Areas and to hold, lease, mortgage and convey the same.

3.4 Duties. In the event the governing Water Management District requires the Association to operate, maintain or manage the surface water or stormwater management system the Association shall operate, maintain and manage said surface water or stormwater management system(s) in a manner consistent with the governing Water Management District requirements and

applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein.

ARTICLE IV MEMBERS

4.1 Member. The Members of the Association shall consist of all the Owners of a Lot or Lots within the Property as defined in the Declaration, provided that any such person or entity who holds such interest merely as security for the performance of any obligation shall not be a Member, unless they have obtained record title to the Lot by foreclosure or deed in lieu of foreclosure.

4.2 Change of Membership. Change in membership in the Association shall be established by recording in the Public Records of Orange County, Florida, a deed or other instrument establishing record title to a Lot in the Property. The Owner designated by such instrument then becomes a Member of the Association and the membership of the prior Owner is terminated. The new Owner shall notify the Association of the recording of a deed or other instrument establishing record title and shall furnish the Association a certified copy of such instrument.

4.3 Membership Rights Appurtenant to Lot Ownership. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his Lot.

ARTICLE V VOTING RIGHTS

Section 1. Membership. Every Owner shall be a Member of the Association, and by acceptance of a deed or other instrument evidencing ownership interest, each Owner accepts membership in the Association, acknowledges the authority of the Association as herein stated, and agrees to abide by and be bound by the provisions of these Articles of Incorporation, the Declaration of Covenants and Restrictions, the By-Laws and other rules and regulations of the Association. In addition to the foregoing, the family guests invitees and tenants of said Owners shall, while in or on the Property, abide and be bound by the provisions of this Declaration, the Articles of Incorporation, the By-Laws and other rules and regulations of the Association.

Section 2. Allocation of Voting Rights.

A. Member of the Association shall be allocated votes as follows:

Class A. Class A members shall be all Owners of improved Lots. The Developer shall be a Class A Member to the extent it continues to hold a Lot. Class A members shall be allocated one vote for each improved Lot in which they hold the interest required for membership by Article III, Section 1 of this Declaration. When more than one person holds such interest or interests in any lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but, subject only as provided in the following sentence. In no

event shall more than one vote be cast with respect to any such Lot.

B. When any property entitling the Owner to membership in the Association is owned of record in the name of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership or in any other manner of joint or common ownership, or if two or more persons or entities have the same fiduciary relationships respecting the same property, then unless the instrument or order appointing them or creating the tenancy otherwise directs and it or a copy thereof is filed with the secretary of the Association, such Owner shall select one official representative to qualify for voting in the Association and shall notify in writing the Secretary of the Association of the name of such individual. The vote of each individual shall be considered to represent the will of all the Owners of that property. In the circumstance of such common ownership if the Owners fail to designate their voting representative then the Association may accept the person asserting the right to vote as the voting Owner until notified to the contrary by the other Member (s). Upon such notification the Owner may not vote until the Owner (s) appoint their representative pursuant to this paragraph.

C. The voting rights of any Owner may be assigned (for the duration of the lease only) by an Owner to its tenant, if the tenant has entered into a lease with a term of two (2) years or more; provided, however, that the Owner may not assign to such tenant any vote or votes not attributable to the property actually leased by such tenant. No such assignment shall be effective until written notice thereof has been received by the Association.

D. For purposes of determining voting rights hereunder the membership roster shall be set as of sixty (60) days prior to the commencement of the Association's fiscal year.

ARTICLE VI DIRECTORS

6.1 Composition of the First Board of Directors. The name and address of the member of the first Board of Directors, who shall hold office until his successors are elected and have been qualified, or until his resignation, removal or appointment of additional directors are as follows:

Patrick Owen	1029 Elysium Boulevard, Mount Dora, Florida 32757
Donald Dermody	926 Elysium Boulevard, Mount Dora, Florida 32757
Cary Freeman	1404 Olympia Avenue, Mount Dora, Florida 32757
Mary Heskett	1109 Elysium Boulevard, Mount Dora, Florida 32757

6.3 Electing Officers. Directors shall be elected in the manner set forth in the By-Laws of the Association.

ARTICLE VII OFFICERS

The affairs of the Association shall be administered by the officers 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:

President: PATRICK OWEN
Vice President: DONALD DERMODY
Treasurer: CARY FREEMAN
Secretary: MARY HESKETT

ARTICLE VIII INDEMNIFICATION

8.1 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 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 the Association, or having served at the Association's request as a Director or officer of any other corporation, whether or not he is a Director or officer at the time such expenses are incurred, regardless of by whom the proceeding was brought, except in relation to matters as to which any such Director or officer shall be adjudged liable for gross negligence or willful misconduct, in the performance of his duties, 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 in 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.

8.2 Expenses. Expenses incurred in defending a suit or proceeding whether civil, criminal, administrative or investigative shall be paid by the Association in advance of the final disposition of such action, suit or proceeding 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.

8.3 Insurance. The Association shall have the power to purchase 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 association or 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 of Incorporation. The Association may purchase liability insurance on behalf of any person who is or was a Director or officer of the Association, insuring against any liability asserted against him and incurred by him in such capacity, or arising out of his status as such.

ARTICLE IX BY-LAWS

The 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 X AMENDMENTS

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

10.1 Notice of Amendment. A resolution for the adoption of a proposed amendment shall be included in the notice of any meeting at which proposed amendment is considered.

10.2 Adoption of Resolution. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by Members having two-thirds (2/3) of the votes of the Members of the Association. Directors and Members not present in person or by proxy at the meeting to consider the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. A resolution adopting a proposed amendment must bear the approval of not less than a majority of the Board of Directors and by the affirmative vote of not less than two-thirds (2/3) of the votes of the members of the Association.

10.3 Amendment by Agreement. 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 deeds.

10.4 Amendments. No amendment shall make any changes in the qualifications for membership or the voting rights of Members without approval in writing by all Members, except in the event of such amendment is made in accordance with the provisions of Section 10.4 hereof.

ARTICLE XI TERM

11.1 Term. The term of the Association shall be perpetual, unless otherwise sooner terminated.

11.2 Dissolution. The Association may be dissolved with written assent signed by not less than two-thirds (2/3) of the of Members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

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 be approved by the governing Water Management District prior to such termination, dissolution or liquidation.

ARTICLE XII EXISTENCE AND 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.

ARTICLE XIII INCORPORATOR


The name and address of the incorporator of the Association are as follows:

Patrick Owen
1029 Elysium Boulevard
Mount Dora, Florida 32757


ARTICLE XIV REGISTERED AGENT

The street address of the Association's initial registered office is 1029 Elysium Boulevard, Mount Dora, Florida 32757 and the name of its initial registered agent, at the address, is Patrick Owen.

IN WITNESS WHEREOF, the said Incorporator and President has hereunto affixed his signature on this 27th day of April, 1998.



Patrick Owen, Incorporator



Patrick Owen, President

**CERTIFICATE DESIGNATING REGISTERED AGENT
FOR THE SERVICE OF PROCESS IN THIS STATE**

Pursuant to Chapter 48, Florida Statutes, the following is submitted in compliance with said Act.

ELYSIUM HOMEOWNERS' ASSOCIATION OF MOUNT DORA, INC. desiring to organizing as a corporation under the laws of the State of Florida, with its registered office at 1029 Elysium Boulevard, Mount Dora, Florida 32757, has named Patrick Owen, as its Registered Agent to accept service of process within this state.

ACKNOWLEDGMENT:

Having been named to accept service of process for the above-stated corporation, at the place designated in this Certificate, I hereby agree to act in such capacity, agree to comply with the provisions of all applicable laws and I state that I am familiar with and accept the obligations of my position in accordance with 617.0501, Florida Statutes.

By: *P. Patrick Owen*
Patrick Owen

Dated: April 27, 1998

STATE OF FLORIDA
COUNTY OF ~~ORANGE~~ LAKE

The foregoing instrument was acknowledged before me this 27th of April, 1998, by Patrick Owen, who is personally known to me and who did take an oath.

Robert A. Stowers
Notary Public
Print Name: **ROBERT A. STOWERS**
My commission expires:

h:\jts\elysium\articles.wpd

Robert A Stowers
My Commission CC653808
Expires July 13, 2001

FILED
98 MAY 15 PM 3:51
SECRETARY OF STATE
TALLAHASSEE FLORIDA