

N 98000005128



ACCOUNT NO. : 072100000032  
REFERENCE : 953804 81523A  
AUTHORIZATION : *Patricia Pizute*  
COST LIMIT : \$ 70.00

ORDER DATE : September 8, 1998  
ORDER TIME : 2:13 PM  
ORDER NO. : 953804-005  
CUSTOMER NO: 81523A

000002634230--0

CUSTOMER: Lisa A. Miller, Legal Asst  
MATHEWS RAILEY DECUBELLIS &  
GOODWIN  
Suite 801, Firststate Tower  
255 South Orange Avenue  
Orlando, FL 32801

DOMESTIC FILING

NAME: CLUBSIDE AT HEATHROW  
HOMEOWNERS ASSOCIATION, INC.

EFFECTIVE DATE:

XX ARTICLES OF INCORPORATION  
       CERTIFICATE OF LIMITED PARTNERSHIP

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

       CERTIFIED COPY  
ZZ PLAIN STAMPED COPY  
       CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Janice Vanderslice  
EXAMINER'S INITIALS:

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
98 SEP - 8 AM 9:43

RECEIVED  
98 SEP - 8 PM 2:42  
DIVISION OF CORPORATIONS

Articles of Incorporation  
of  
Clubsde at Heathrow Homeowners Association, Inc.

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
98 SEP -8 AM 9:43

(A Florida Not-For-Profit Corporation)

We, the undersigned Incorporators, desiring to form a corporation not for profit under Chapter 617, *F.S.*, deliver for filing the following Articles of Incorporation for Clubsde at Heathrow Homeowners Association, Inc. ("Association"), pursuant to Section 617.0201, *F.S.*:

Article I  
Name and Principal Office

Section 1. The name of the Association shall be Clubsde at Heathrow Homeowners Association, Inc.

Section 2. The principal office and mailing address of the Association is 763 Granville Dr., Winter Park, Florida 32789.

Article II  
Purpose and Powers

Section 1. The purpose for which the Association is organized is to act as a governing association and the managing entity for Clubsde at Heathrow, Florida, a housing subdivision located in Seminole County, Florida. All capitalized terms used in these Articles of Incorporation, if not defined, shall have the meanings ascribed to such terms that are contained in the Declaration of Protective Covenants and Restrictions for Clubsde at Heathrow, Florida ("Declaration"), or Chapter 617, *F.S.*, or the Bylaws and such meanings are incorporated into these Articles of Incorporation by reference as if set forth herein. To the extent that a provision in these Articles of Incorporation conflicts with the Declaration, the Declaration shall govern. "Developer" means Edgewater land & Development Co., a Florida corporation, its successors, and/or assigns. "Member" means a member of the Association. The Association shall not be operated for profit and shall make no distributions of income to its Members, directors, or officers.

Section 2. The Association shall have all of the powers, rights, and privileges that a corporation organized under the Florida Not For Profit Corporation Act may now or hereafter have or exercise, provided that such powers, rights, and privileges do not conflict with the terms of these Articles, the Bylaws, the Declaration, and provided further that the Association shall have the powers, rights, and privileges reasonably necessary or convenient to operate, maintain, and manage the Association pursuant to the Declaration and Bylaws, as amended from time to time, other documents or agreements that may exist from time to time pertaining to the Association, and Chapter 617, *F.S.* In addition, the Association shall have the following specific powers and duties:

(a) Power to Manage Common Elements, Contract, and Sue. The Association may contract and sue with respect to the exercise or non-exercise of its powers, duties and functions. For this purposes, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the Common Areas. After control of the Association is obtained by the Members other than the Developer, the Association may institute, maintain, settle, or appeal actions or hearings in its name relating to the Common Elements.

(b) Assessments; Management of Common Elements. The Association has the power to make and collect Assessments as to each Lot and to lease, maintain, repair, replace, alter, add to, improve, administer, and operate the Common Elements as provided in the Declaration and applicable law. The Association may pay ad valorem taxes and special assessments which are liens against any part of The Properties other than the Lots and assess the Members therefor. The Association also may contract for utilities for the Association (including the Lots on a bulk service basis) and assess Members for same. The Association may use the proceeds of the Assessments in the exercise of its powers and duties, and enforce levy of the Assessments as to each Lot through lien and foreclosure or by such other action as may be allowed by the Declaration or applicable law.

The Association may not charge a use fee against a Member for the use of the Common Elements unless otherwise provided in the Declaration or by a majority vote of the Association or unless the charges relate to the expenses incurred by a Member having exclusive use of the Common Elements or other Association Property.

(c) Right of Access to Lots and Units. The Association has the irrevocable right of access to each Lot and Unit during reasonable hours, when necessary in its discretion for the maintenance, repair, or replacement of any Common Elements or of any portion of a Lot to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the Common Elements, or a Lot.

(d) Title to Property. The Association has the power to acquire title to or otherwise hold, convey, lease, grant possessory or use interests in, and mortgage Association property for the use and benefit of its Members on terms the Board of Directors of the Association ("Board") may deem reasonable. The power to acquire personal property shall be exercised by the Board in its discretion. The Association may purchase Lots for any purpose and hold, lease, mortgage, or convey such Lots on terms and conditions approved by the Board. The Association, through its Board, has the power to convey a portion of the Common Elements to a condemning authority for the purposes of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

(e) Purchase of Lots. The Association has the power, except as prohibited by the Declaration, these Articles, or the Bylaws, to purchase Lots and to acquire, hold, lease, mortgage, and convey them. There shall be no limitation on the Association's right to purchase a Lot at a foreclosure sale resulting from the Association's foreclosure of its lien for unpaid Assessments as to the Lot, or to take title by deed in lieu of foreclosure.

(f) Easements. Except as prohibited or as otherwise proscribed by the Declaration, the Board has the authority, without the joinder of any Member, to grant, modify, or move any easement, if the easement constitutes part of or crosses the common elements, or Association Property. The Board is not authorized to modify, move, or vacate any easements created in whole or in part for the use or benefit of anyone other than the Members, or which crosses the property of anyone other than the Members, without consent or approval of those persons having the use and benefit of the easement, as required by law or by the instrument creating the easement.

(g) Insurance. The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association, and the Common Elements as provided in the Declaration. The Association also may obtain and maintain other insurance including, but not limited to, liability insurance for the directors and officers. The Association or a group of associations may self-insure against claims against the Association, the Association property, and the Association property required to be insured by the Association. A copy of each policy of insurance in effect shall be made available for inspection by Members at reasonable times.

Every hazard policy issued to protect the Association shall comply with Florida law.

(h) Official Records. From the inception of the Association, the Association shall maintain each of the items, when applicable, which shall constitute the official records of the Association which are more fully set out in Section 617.303, *F.S.* The official records of the Association shall be made available to a Member as required by Section 617.303, *F.S.*

(i) Commingling. All funds shall be maintained separately in the Association's name. No manager or business entity required to be licensed or registered under Section 468.32, *F.S.*, and no agent, employee, officer, or director of the Association shall commingle any Association funds with his funds or with funds from any other association, person or entity.

(j) Rules and Regulations. The Association has the power to adopt Rules and Regulations concerning the Lots, the Common Elements, , and any Association Property.

(k) Enforcement. The Association has the power to enforce by legal means the provisions of Chapter 617, *F.S.*, the Declaration, these Articles of Incorporation and the Bylaws and any other Association Documents.

(l) Employment of Service Personnel. The Association has the power to employ personnel and enter into agreements reasonably necessary for the performance of services required for the proper exercise of the rights, duties, powers, and functions of the Association.

(m) Contracts for Services. The Association has the power to enter into contracts the Board deems desirable and reasonable, for the provision of services to the Association or the Members, including but not limited to contracts for telephone, water, sewer, gas, cable television, security, and pest control services.

(n) Contract for Management and Maintenance. The Association has the power to contract for the management and maintenance of the Association and to authorize a management firm to act as the managing entity of the Association, and accordingly, perform all of the functions and duties of the Association in its capacity as the managing entity pursuant to the Declaration, and any applicable law.

(o) Authorize Private Use of the Common Elements. The Association may authorize Members or others to use portions of the Common Elements for private purposes. Reasonable charges may be imposed provided an agreement is entered into between the Association and the user.

(p) Other Authority. The Association has the power to exercise such other power and authority to do and perform every act and thing necessary and proper in the conduct of its business for the accomplishment of its purposes as set forth in these Articles and as permitted by the applicable *Florida Statutes*.

### Article III

#### Qualification of Members and the Manner of their Admission

Section 1. The Incorporators constitute the sole Members of this Association until the recording of the Declaration. On recording of the Declaration, the Developer shall own all of the memberships in the Association. When the purchase price is paid and the deed to a Lot is issued and recorded, the Owner automatically becomes a Member. If additional phases are added to the Association, the Developer initially shall hold all new memberships created, and when the purchase price is paid and the deed to a Lot is issued and recorded, the Owner automatically becomes a Member.

Section 2. Ownership of a Lot shall be a prerequisite to exercising any rights, powers, and privileges as a Member. A Lot may be owned by one or more individuals or by a corporation, partnership, trust, or any other appropriate entity with the power to hold title.

Section 3. Membership shall terminate on the termination of the Association, or on transfer of a Member's ownership in the Lot (for that Lot only if more than one is owned). The transferor's membership automatically shall transfer and be vested in the new Owner succeeding to the ownership interest in the Lot, subject to a lien for all unpaid Assessments as to the Lot. The Association may rely on a recorded deed as evidence of transfer of a Lot and terminate the transferor's membership and recognize the membership of the transferee.

### Article IV

#### Term of Existence

The Association shall have perpetual existence.

Article V  
Incorporator

The name and address of the Incorporator to these Articles is as follows:

Dwight D. Holloway  
763 Granville Dr.  
Winter Park, Florida 32789

Article VI  
Officers

The officers of the Association shall consist of a president, vice-president, secretary, treasurer, and such other officers as the Board may from time to time deem appropriate. The officers of the Association shall be elected at the first meeting of the Board, and each annual meeting of the Board thereafter. Any officer may be removed at any meeting by the affirmative vote of a majority of the directors of the Board, either with or without cause, and any vacancy in any office may be filled by the Board at any Board meeting.

The names of the officers who shall serve until the election of their successors are:

<u>Name</u>	<u>Office</u>
Dwight D. Holloway	President
Dwight D. Holloway	Vice-President
Dwight D. Holloway	Secretary
Dwight D. Holloway	Treasurer

Article VII  
Board of Directors

Section 1. The affairs of the Association shall be managed and conducted by a Board consisting of at least 3 natural persons who are 18 years of age or older. Notwithstanding anything in the Articles of Incorporation, or these Bylaws to the contrary, the Developer shall be entitled to elect or designate from time to time all of the directors that will manage the affairs of the Association until three months after 90% of the Lots have been conveyed to Members, or otherwise in accordance with Section 617.307 F.S. After such time that the Members other than the Developer are entitled to elect not less than a majority of the directors of the Board, the Developer shall be entitled to elect at least one director of the Board (unless such right is waived in writing by the Developer in its discretion) as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Lots.

Section 2. The initial Board shall consist of 3 persons. The name and address of the initial Board who shall hold office until his successors have been elected and qualified are as follows:

Dwight D. Holloway  
763 Granville Dr.  
Winter Park, Florida 32789

Cynthia A. Holloway  
763 Granville Dr.  
Winter Park, Florida 32789

Robert H. Reed  
806 Edgewater Drive  
Orlanod, Florida 32804

Provisions regarding the election, removal, and filling of vacancies on the Board shall be stated in the Bylaws.

Article VIII  
Bylaws

The power to adopt the Bylaws shall be vested in the Board. Thereafter the Bylaws may be amended, altered, modified, or rescinded by the action or approval of a majority of a quorum of Members present, in person or by proxy, at a regular or special meeting of the Members. However, any such change of the Bylaws shall not affect the rights or interests of the Developer, its successors, or assigns without the written consent of the Developer. The manner of amending, altering, modifying, or rescinding the Bylaws shall be as set forth in the Bylaws.

Article IX  
Amendments to Articles

Section 1. Amendments to these Articles of Incorporation shall be made in the following manner:

(a) The Board shall adopt a resolution setting forth the proposed amendment and, if Members have been admitted, direct that it be submitted to a vote at a meeting of the Members, which may be either the annual or a special meeting. If no Members have been admitted, the amendment shall be adopted by a vote of the majority of directors and the provisions for adoption by Members shall not apply.

(b) Written notice setting forth the proposed amendment or a summary of the changed to be effected shall be given to each Member of record entitled to vote within the time and in the manner provided in these Articles for the giving of notice of meetings of Members. If the

meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

(c) At such meeting having a quorum in attendance in person or by proxy, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted on receiving the affirmative vote of 65% of the number of votes cast by the Members in person or by proxy at such meeting.

Section 2. Any number of amendments may be submitted to the Members and voted on by them at one meeting.

Section 3. Notwithstanding anything in these Articles to the contrary, no amendment shall be made that is in conflict with Chapter 617, *F.S.*, or the Declaration. No amendment which affects the rights and privileges provided to the Developer in Chapter 617, *F.S.*, or in the Declaration, these Articles or the Bylaws shall be effective without written consent of the Developer. No amendment shall be effective until filed in accordance with the applicable Florida corporation laws and a certified copy of the Articles of Amendment to these Articles are recorded in the Public Records of Seminole County, Florida.

## Article X Voting

Section 1. Each Lot is entitled to one vote pursuant to the terms and conditions of the Declaration.

Section 2. Votes may be cast either in person or by proxy, subject to the provisions of the Bylaws and Chapter 617, *F.S.* Any person appointed as proxy may, but need not be, an officer or director of the Association, or affiliated with Developer, its successors, or assigns.

Section 3. For purposes of these Articles, the Bylaws, the Declaration, or any other document of the Association or Association, the term "all Members" when used with reference to voting shall mean the total of all Members entitled to vote and shall not mean just those Members present at the meeting in person or by proxy. No vote appurtenant to a Lot shall be cast at any meeting unless the Member(s) owning the Lot is registered on the membership book of the Association.

## Article XI Additional Provisions

Section 1. No officer, director, or Member shall be personally liable for any debt or other obligation of the Association except as provided in the Declaration.



Section 2. The Association shall not be operated for profit. No dividend shall be paid, and no part of the income of the Association shall be distributed to its Members, directors, or officers. The Association may pay compensation in a reasonable amount to its Members, directors, or officers for services rendered, may confer benefits on its Members in conformity with its purposes, and on dissolution or final liquidation may make distributions to its Members as permitted by a court of competent jurisdiction. No such payment, benefit, or distribution shall be deemed to be a dividend or distribution of income.

Section 3. When the context of these Articles permits, the use of the plural shall include the singular and the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

Section 4. Should any paragraph, sentence, phrase, or portion of any provision of these Articles or of the Bylaws or rules and regulations be held invalid or held inapplicable to certain circumstances, it shall not affect the validity of the remaining parts, the remaining instruments, or the application of such provisions to different circumstances.

Article XII  
Registered Agent

The name and address of the initial registered agent, and the address of the initial registered office of the service of process on the Association within Florida are:

Dwight D. Holloway  
763 Granville Dr.  
Winter Park, Florida 32789

The above address is also the address of the registered office and the principal office of the Association.

In witness whereof, the subscribing Incorporator has set his hand and seal and caused these Articles of Incorporation to be executed this 3<sup>rd</sup> day of July, 1998.

  
Dwight D. Holloway

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS

98 SEP -8 AM 9:43

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of July, 1998, by Dwight D. Holloway, who is personally known to me or who has produced FL DL # H400-164-60-377-0 as identification, who executed the foregoing Articles of Incorporation, who did take an oath, and who acknowledged to me that he executed the same freely and voluntarily for the uses and purposes expressed in the Articles.

NOTARY PUBLIC:

Sign: Frank Colasuono

Print: FRANK COLASUONO

State of Florida at Large (Seal)

My Commission Expires:



Frank Colasuono

My Commission CC661980

Expires July 8, 2001

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 Article XII of the foregoing Articles of Incorporation, 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.

Dwight D. Holloway  
Dwight D. Holloway, Registered Agent

Date: \_\_\_\_\_, 1998