



THE UNITED STATES  
CORPORATION  
COMPANY

N99000002536

FILED

99 APR 26 AM 11:43

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ACCOUNT NO. : 072100000032

REFERENCE : 217258 7101964

AUTHORIZATION :

Patricia Pigut

COST LIMIT : \$ 70.00

ORDER DATE : April 26, 1999

ORDER TIME : 9:30 AM

ORDER NO. : 217258-005

CUSTOMER NO: 7101964

000002851220--0

CUSTOMER: Russell W. Divine, Esq  
DIVINE & ESTES, P.A.  
DIVINE & ESTES, P.A.  
Suite 203  
24 South Orange Avenue  
Orlando, FL 32801

DOMESTIC FILING

NAME: SPRINGVIEW COMMERCIAL OWNERS  
ASSOCIATION, INC.

EFFECTIVE DATE:

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: Angie Glisar

EXAMINER'S INITIALS:

PH  
4/26/99

99 APR 26 AM 10:43

RECEIVED

**ARTICLES OF INCORPORATION**

**OF**

**SPRINGVIEW COMMERCIAL OWNERS ASSOCIATION, INC.**  
**a corporation not-for-profit**

**FILED**

**99 APR 26 AM 11:44**

**SECRETARY OF STATE  
TALLAHASSEE, FLORIDA**

The undersigned, being desirous of forming a corporation not for profit, under the provisions of Chapter 617 of the Florida Statutes, hereby subscribes to these Articles for the purpose of forming a corporation and with the powers herein specified.

**ARTICLE I. NAME AND DURATION**

The name of this corporation shall be SPRINGVIEW COMMERCIAL OWNERS ASSOCIATION, INC. (hereinafter referred to as the "Association"). The existence of the Association shall commence with the filing of these Articles of Incorporation with the Florida Secretary of State in Tallahassee, Florida. The Association shall exist in perpetuity.

**ARTICLE II. REGISTERED AGENT AND OFFICE**

John C. Gray, Jr., whose address is 36 South U.S. Highway 17-92, Suite 100, DeBary, FL 32713, is hereby appointed the initial registered agent of this Association.

**ARTICLE III. INITIAL PRINCIPAL OFFICE**

The initial principal office of the Association shall be located at 36 South U.S. Highway 17-92, Suite 100, DeBary, FL 32713. The Association may change its principal office from time to time without amendment of these Articles of Incorporation.

**ARTICLE IV. PURPOSE AND POWERS OF THE ASSOCIATION**

A. The purpose and object of the Association shall be to administer the operation and management of , a subdivision located in Volusia County, Florida (hereinafter "Community") more fully described in Exhibit "A" attached hereto, (hereinafter "Property") according to the Declaration of Covenants, and Notice of Restrictions which is to be recorded in the public records of Volusia County, Florida ("Declaration"), and any additions thereto which may be brought into the jurisdiction of this Association by annexation under the terms and conditions as set forth in the Declaration by , its successors and Assigns ("The Declarant").

B. The Association does not contemplate pecuniary gain or profit to the Members thereof and shall undertake and perform all acts and duties incident to the operation, management, preservation and architectural control of the Property in accordance with the terms, provisions and conditions of these Articles of Incorporation, the Bylaws of the Association and the Declaration. The Association shall further promote the health, safety and welfare of the Members of the Association in the Community.

C. The Association shall have the following powers:

1. All of the powers and privileges granted to corporations not for profit under the laws of the State of Florida as the same may be amended from time to time as therein provided.

2. All of the powers reasonably necessary to implement and effectuate the purposes of the Association, including, without limitation, the power, authority and right to undertake all powers and duties set forth in the Declaration, these Articles and Bylaws as same may be amended from time to time, the Declaration and Bylaws being incorporated herein as if set forth in full.

3. The right to tax, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all 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;

4. The right 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 and to annex such property owned by it to the covenants and restrictions.

5. The right to borrow money, and with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

6. The right to dedicate, sell or transfer all or any part of the Common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of Members, agreeing to such dedication, sale or transfer, provided, however, the Association shall have the right to grant permits, easements or licenses to a public agency or utility company for utilities, roads, other purposes reasonably necessary or useful for the proper maintenance or operation of the property, which grants shall not be deemed a dedication, sale or transfer requiring the consent of Members.

7. The right to participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidations or annexation shall have the consent of two-thirds (2/3) of each class of Members.

8. The obligation to operate, maintain and manage the surface water or stormwater management system(s) in manner consistent with the St. Johns River Water Management District permit no. 40-127-0385-ERP requirements and applicable District rules, and shall assist in the enforcement of the Declaration of Covenants and Restrictions which relate to the surface water or stormwater management system. 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.

D. With respect to the surface water management system, the Association shall have the following duties:

1. Each property owner shall be responsible for his pro rata share of the maintenance, operation and repair of the surface water or stormwater management system. "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over-drainage, 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.

2. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. Each property owner 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.

3. Any amendment to the Deed Restriction which alters 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.

4. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Deed Restriction which relate to the maintenance, operation, and repair of the surface water or stormwater management system.

#### **ARTICLE V. QUALIFICATION OF MEMBERS**

The qualification of Members, manner of their admission to and termination of membership shall be as follows:

A. Every person or entity who is a fee simple records owner of a fee interest in any Lot which is subject to the Declaration, including contract sellers, shall be a Member of the Association. The foregoing is 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 separate from ownership of any Lot which is subject to the Declaration.

B. The membership of any person or entity shall be automatically terminated upon his being divested of his title or interest in such Lot; provided that nothing herein contained shall be construed as terminating the membership of any person or entity owning fee title to or a fee ownership interest in two or more Lots at any time while such person or entity shall retain fee title to or a fee ownership interest in any Lot.

C. Transfer of membership shall be recognized by the Association upon its being provided with a copy of the recorded deed conveying such fee simple title to a Lot to the new Member.

D. Except as an appurtenance to his Lot, no member can assign, hypothecate or transfer in any manner, his membership in the Association or his interest in the funds and assets of the Association. The funds and assets of the Association shall belong solely to the Association subject to the limitation that the same be expended, held or used for the benefit of the membership and for the purposes authorized herein, in the Declaration, and the Bylaws hereof.

## **ARTICLE VI. VOTING RIGHTS**

There shall be two classes of voting memberships:

CLASS A. The Class members shall be Owners of a Lot as such is defined in the Declaration, with the exception of Declarant. A Class A Member shall be entitled to one vote for each Lot owned.

CLASS B: Class "B" member(s) shall be the Developer as defined in the Declaration, and shall be entitled to six (6) votes. The Class "B" membership shall cease and be converted to Class "A" membership on the happening of any of the following events, whichever occurs earlier:

(a) three (3) months after all of the Lots that are platted, have a site plan approved, are approved for land use, or are otherwise approved by the appropriate governmental authority, prior to the first unit sold, have been conveyed to Lot Owners (such number of Lots to be determined in accordance with the preceding criteria, shall be determined by the Developer in its sole discretion);

(b) such other percentage of the Lots have been conveyed to Lot Owners, or such other date or event has occurred, as set forth in the governing documents in order to comply with the requirements of any governmentally chartered entity with regard to the mortgage financing of Lots and Home;

(c) such earlier date as Developer may determine.

Until the recordation of the Declaration in the public records of Volusia County, Florida, the membership of the Association shall be comprised of the subscribers to these Articles, each of whom shall be entitled to cast one vote on all matters upon which the membership would be entitled to vote.

When more than one person holds an interest in a Lot, all such persons shall be members. The vote for such Lot shall be exercised by one person as they determine, and such person shall be designated as the holder of the vote. If a corporation, partnership, joint venture or other entity is a fee simple title holder to a Lot, such entity shall designate one person as the holder of the vote. In no event shall more than one vote be cast with respect to any Lot.

## **ARTICLE VII. BOARD OF DIRECTORS**

A. The business affairs of this Association shall be managed by the Board of Directors who need not be Members of the Association. The number of members of the first Board of Directors shall be three and the initial Board of Directors shall be appointed by the Declarant.

B. The names and addresses of the persons who are to serve as the initial Board of Directors until their successors are appointed or chosen, are as follows:

**DIRECTOR:**

**ADDRESS:**

John C. Gray, Jr.                      36 South U. S. Hwy 17-92, Suite 100, DeBary, FL 32713

David R. Rasmussen                  36 South U. S. Hwy 17-92, Suite 100, DeBary, FL 32713

Richard Rogers                      36 South U. S. Hwy 17-92, Suite 100, DeBary, FL 32713

C. At the first annual meeting after termination of the Class B membership, there shall be a director for a term of one year, one director for a term of two years and one director for a term of three years; and at each annual meeting thereafter the members shall elect one or two directors (being the same number of directors as those whose terms have expired) for a term of three years.

## **ARTICLE VIII. OFFICERS**

A. The officers of the Association shall be a President, one or more Vice Presidents, Secretary and Treasurer, and if any, the Assistant Secretaries and Assistant Treasurers, who shall perform the duties of such offices customarily performed by like officers of corporations in the State of Florida subject to the directions of the Board of Directors.

B. Officers of the Association may be compensated in the manner to be provided in the Bylaws. The Board of Directors, or the President with the approval of the Board of Directors, may employ a managing agent, agency, and/or other managerial and supervisory personnel or entity to administer or assist in the administration of the operation and management of the Community and the affairs of the Association, and any and all such persons and/or entity or person or entity is a Member, Director or officer of the Association.

C. The persons who are to serve as officers of the Association until their successors are chosen are:

**OFFICE:**

**NAME:**

President                                  John C. Gray, Jr.  
36 South U.S. Hwy 17-92, Suite 100, DeBary, FL 32713

Vice Pres/Sec'y/Treas                  David R. Rasmussen  
36 South U.S. Hwy 17-92, Suite 100, DeBary, FL 32713

D. The officers shall be elected by the Board of Directors at their annual meeting as provided in the Bylaws. Any vacancies in any office shall be filled by the Board of Directors at any meeting duly held.

E. The President shall be elected from the membership of the Board, but no other officer need be a Director. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except Secretary and Treasurer.

#### **ARTICLE IX. BYLAWS**

A. The Board of Directors shall adopt by a majority vote the original Bylaws of the Association.

B. The Bylaws shall be amended by the procedure more fully set forth in the Bylaws and shall be approved by at least a majority of each class of membership.

#### **ARTICLE X. AMENDMENT OF ARTICLES**

Amendment of these Articles shall require the assent of seventy-five percent (75%) of the votes of each class of Members. When the Class B membership ceases and is converted to Class A membership, amendment of these Articles shall require the assent of seventy-five percent (75%) of only the votes of such Class A membership.

#### **ARTICLE XI. INDEMNITY**

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities including attorney's fees, reasonably incurred by or imposed upon him in connection with 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 at the time such expenses are incurred, except in such cases where the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that in the event of any claim for reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors 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 other officer may be entitled.

#### **ARTICLE XII. NON-PROFIT STATUS**

No part of the income of this corporation shall be distributed to the Members except upon the dissolution or final liquidation and as permitted by the court having jurisdiction thereof.

### ARTICLE XIII. MERGER AND DISSOLUTION

The Association shall have the right to participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, provided such merger or consolidation shall have the assent of two-thirds (2/3) of each class of members.

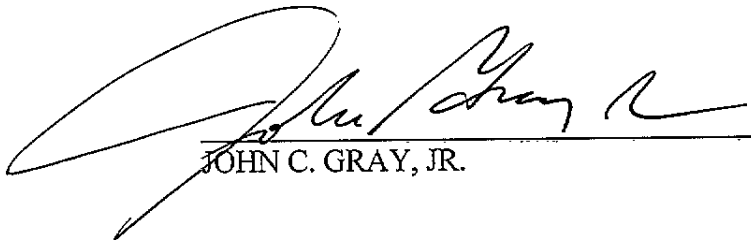
This Association may be dissolved by the approval of two-thirds of the votes of each class of members given in person, by proxy or by written consent. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created, including without limitation, the assignment of all the Association's obligations concerning the drainage facilities to an entity which would comply with Section 40C-42.027, F.A.C., and be approved by St. Johns Water Management District prior to such termination, dissolution or liquidation. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non profit corporation, association, trust or other organization to be devoted to such similar purposes. This procedure shall be subject to court approval on dissolution pursuant to Florida Statute 617.05.

### ARTICLE XIV. SUBSCRIBER

The name and address of the subscriber to these Articles is .

John C. Gray, Jr.  
36 South U.S. Highway 17-92, Suite 100,  
DeBary, Florida 32713

IN WITNESS WHEREOF, the undersigned subscriber has executed the foregoing Articles of Incorporation this 23 day of April, 1999.



JOHN C. GRAY, JR.

STATE OF FLORIDA  
COUNTY OF ORANGE

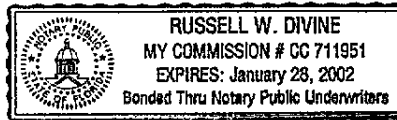
The foregoing Articles of Incorporation were acknowledged before me this 23 day of  
APRIL, 1999 by JOHN C. GRAY, JR., who is personally known to me or who has  
produced \_\_\_\_\_ as identification.

  
\_\_\_\_\_  
**Notary Public**

Print Name:

My Commission Expires:

Commission #:



**CERTIFICATE DESIGNATING PLACE OF REGISTERED OFFICE  
FOR SERVICE OF PROCESS WITHIN THIS STATE,  
NAMING REGISTERED AGENT UPON WHICH  
PROCESS MAY BE SERVED**

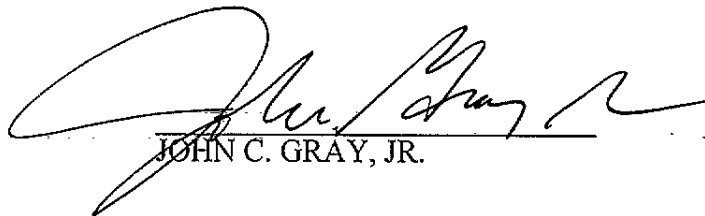
FILED  
99 APR 26 AM 11:44  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

PURSUANT to Chapter 48.091, Florida Statutes, the following is submitted in compliance with said Act:

THAT, SPRINGVIEW COMMERCIAL OWNERS 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 DeBary, County of Volusia, State of Florida, has named as its Registered Agent, JOHN C. GRAY, JR. in the City of DeBary, County of Volusia, State of Florida, 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 accept to act in this capacity and agree to comply with the provisions of said Act relative to keeping open said office.

  
JOHN C. GRAY, JR.

## DESCRIPTION:

A PARCEL OF LAND SITUATED IN A PORTION OF SECTION 4, TOWNSHIP 19 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE RESERVE AT DEBARY, UNIT I, AS RECORDED IN MAP BOOK 45 AT PAGES 114-118 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE WEST RIGHT OF WAY LINE OF STATE ROADS 15 AND 600 (U.S. HIGHWAY 17 AND 92), A 100 FOOT RIGHT OF WAY AS NOW LAID OUT AND OCCUPIED; THENCE S24°13'55"W ALONG THE AFORESAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 490.02 FEET TO A POINT BEING THE INTERSECTION OF THE AFORESAID WESTERLY RIGHT OF WAY LINE AND THE EAST LINE OF THE AFORESAID SECTION 4 AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE S24°13'55"W ALONG THE AFORESAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 437.60 FEET; THENCE DEPARTING THE AFORESAID WESTERLY RIGHT OF WAY LINE RUN N65°46'05"W A DISTANCE OF 263.48 FEET; THENCE N81°21'46"W A DISTANCE OF 37.92 FEET; THENCE S63°51'25"W A DISTANCE OF 335.00 FEET; THENCE N77°44'22"W A DISTANCE OF 180.00 FEET; THENCE N10°46'08"W A DISTANCE OF 135.00 FEET; THENCE N06°52'35"E A DISTANCE OF 170.00 FEET; THENCE N87°16'25"W A DISTANCE OF 90.12 FEET; THENCE N74°03'17"W A DISTANCE OF 109.20 FEET; THENCE N68°44'58"W A DISTANCE OF 81.55 FEET; THENCE S24°00'54"W A DISTANCE OF 320.00 FEET; THENCE N76°26'52"W A DISTANCE OF 585.00 FEET; THENCE N13°11'08"E A DISTANCE OF 109.76 FEET; THENCE N89°38'57"W A DISTANCE OF 55.80 FEET; THENCE N13°18'37"E A DISTANCE OF 541.43 FEET; THENCE S64°48'55"E A DISTANCE OF 54.42 FEET; THENCE CONTINUE S64°48'55"E A DISTANCE OF 494.79 FEET TO A POINT ON THE EAST LINE OF THE WEST ONE-HALF (1/2) OF THE NORTHEAST ONE-QUARTER (1/4) OF THE AFORESAID SECTION 4; THENCE N00°29'33"E ALONG THE AFORESAID EAST LINE OF THE WEST ONE-HALF (1/2) OF THE NORTHEAST ONE-QUARTER (1/4) OF THE AFORESAID SECTION 4 A DISTANCE OF 319.44 FEET TO A POINT ON THE SOUTH LINE OF THE AFORESAID RESERVE AT DEBARY, UNIT I; THENCE DEPARTING THE AFORESAID EAST LINE OF THE WEST ONE-HALF (1/2) OF THE NORTHEAST ONE-QUARTER (1/4) OF THE AFORESAID SECTION 4 RUN THE NEXT 3 COURSES ALONG THE AFORESAID SOUTH LINE OF THE RESERVE AT DEBARY, UNIT I, (1) S64°48'55"E A DISTANCE OF 401.48 FEET; (2) THENCE N74°18'04"E A DISTANCE OF 373.95 FEET; (3) THENCE S88°38'45"E A DISTANCE OF 595.31 FEET TO THE AFORESAID EAST LINE OF SECTION 4; THENCE DEPARTING THE SOUTH LINE OF THE AFORESAID RESERVE AT DEBARY, UNIT I, RUN S00°24'57"W ALONG THE AFORESAID EAST LINE OF SECTION 4, 451.53 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 29.31 ACRES.

**"EXHIBIT A"**