

N9900000 5092

ATTORNEYS' TITLE

Requestor's Name

660 E. Jefferson St.

Address

Tallahassee, FL 32301

City/St/Zip

850-222-2785

Phone #

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1- SOUTHERN PINES PRD HOMEOWNERS ASSOCIATION INC

2-

3-

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FILED  
99 AUG 25 PM 2:19  
TALLAHASSEE, FLORIDA

Walk-in

Pick-up time ASAP

Certified Copy

Mail-out

Will wait

Photocopy

Certificate of Status

NEW FILINGS	
<input checked="" type="checkbox"/>	Profit
<input type="checkbox"/>	Non-Profit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input type="checkbox"/>	Merger

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OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

Examiner's Initials

RECEIVED  
99 AUG 25 AM 11:54  
DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

gfg/ls

**ARTICLES OF INCORPORATION  
OF  
SOUTHERN PINES PRD HOMEOWNERS ASSOCIATION, INC.**

**(A Non-Profit Florida Corporation)**

FILED  
99 AUG 25 PM 2: 19  
TALLAHASSEE FLORIDA

**ARTICLE I  
NAME - LOCATION**

The name of this corporation is Southern Pines PRD Homeowners Association, Inc., a non-profit corporation, sometimes hereinafter called the "Association". The address of the corporation is 205 North Halifax Avenue, Daytona Beach, Florida 32118, and the legal description of the land upon which Southern Pines PRD is planned to be developed is contained in Exhibit "A" attached hereto.

**ARTICLE II  
PURPOSE**

The general nature of the business to be transacted is as follows:

- (a) To manage the Association of Lot Owners established by the Declaration of Covenants and Restrictions, Southern Pines PRD.
- (b) To enforce the Declaration of Covenants and Restrictions pertaining to Southern Pines PRD.

(c) To carry out all duties placed upon it by the aforesaid Declaration, and in connection therewith, the corporation shall have all corporate powers permitted under said Declaration and under Florida law and specifically the power, with consent of a majority of the members, to merge or consolidate with other homeowners associations.

(d) The corporation shall have a lien on all Lots in the subdivision to secure the payment of all charges and assessments and the performance of all covenants under the terms of these Articles of Incorporation, By-Laws, and the Declaration of Covenants and Restrictions, Southern Pines PRD.

(e) No part of the income of this corporation shall be distributed to its members, directors or officers.

(f) Duties.

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 Permit No. 40-127-0512A-ERP requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein. The Association shall also maintain and manage the common areas.

(g) Powers.

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 and maintenance and management of the common areas.

**ARTICLE III**  
**MEMBERSHIP**

Every person or entity who is or becomes a record owner of any Lot in the Subdivision, as that term is defined in the Declaration of Covenants and Restrictions (Declaration) executed by Southern Pines Development, L.L.C., Developer of the Subdivision, and recorded in the Public Records of Volusia County, Florida, shall be a member of the Association. The Developer shall also be a member of the Association as long as it owns any Lots in the Subdivision. Membership is solely for those having a fee simple ownership interest and is not intended to and shall not include any persons or entities who hold an interest in real property merely as security for the performance of an obligation. All memberships in the Association shall be automatic and mandatory and shall terminate automatically when a member becomes divested of a fee simple ownership interest in property in the subdivision.

When a corporation or partnership is the owner of a Lot, the membership privilege shall be exercised by only one (1) individual being the one designated by the entity to cast its vote as hereinafter provided.

**ARTICLE IV**  
**VOTING RIGHTS**

Initially there shall be one hundred thirty-nine (139) votes in the Association, one for each Lot in the property committed to the terms of the Declaration. If additional property is committed to the Declaration, the number of

votes shall increase, as each additional property is committed, by the number of lots in the additional Committed Property. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be Owners, other than the Developer (as defined in the Declaration), and shall be entitled to one vote for each lot owned. When more than one person holds an interest in a Lot, all such persons shall be members; however, only one shall be entitled to vote. All of the owners shall designate one of the Owners to vote for the Lot. Such designation shall be in writing and shall be filed with the Association. When a Lot is owned by a corporation, partnership, or other business entity, the entity shall designate one individual to vote for the Lot. In the case of a corporation, the one designated shall be an officer of the corporation, and in the case of a partnership, the one designated shall be a partner. Such designation shall be in writing and shall be filed with the Association. In no event shall more than one vote be cast for any Lot.

Class B. The Class B member(s) shall be the Developer, and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership upon the happening of either of the following events, whichever shall first occur:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership based on a maximum of 209 votes, or

(b) five years following the date of conveyance of the first Lot by Developer.

(c) In the event the Declarant shall sign a "Statement" as provided in Section 2.2 of the Declaration, declaring the property described therein is no longer Uncommitted Property, then the maximum number of votes shall be the total number of lots in the Committed Property.

**ARTICLE V**  
**ASSESSMENTS**

The assessments shall be used for the maintenance and improvement of the common areas, and 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.

**ARTICLE VI**  
**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 VII**  
**SUBSCRIBERS**

The name and residence address of each subscriber to these Articles of Incorporation is:

<u>Name</u>	<u>Address</u>
Kelly Every	205 North Halifax Avenue Daytona Beach, Florida 32118
Richard Every	616 Jessamine Street Daytona Beach, Florida 32118
Penny Every	205 North Halifax Avenue Daytona Beach, FL 32118

**ARTICLE VIII**  
**MANAGEMENT**

The affairs and property of this corporation shall be managed and governed by a Board of Directors composed of not less than three (3) nor more than nine (9) persons. The Directors shall be elected by the voting membership at the annual meetings of the membership in the manner provided in the By-Laws of the Association. The Directors may be removed and vacancies in the Board filled in the manner provided in the By-Laws of the Association.

The initial Board of Directors shall consist of three (3) persons, who need not be members entitled to vote in the Association and who shall be appointed by Developer. The initial Board of Directors named in these Articles shall serve until the Lot Owners, other than Developer, are entitled to elect the Directors in the manner set forth herein. Vacancies in the initial Board of Directors appointed by Developer may be filled by Developer. After the election of the Board of Directors by the Lot Owners other than Developer, vacancies occurring between annual meetings of the membership shall be filled by the remaining Directors.

At such time as the number of Class A votes exceeds the number of Class B votes, or at such earlier time as Developer may determine, the number of persons on the Board of Directors shall automatically be increased to nine (9) persons. The members, other than Developer, shall be entitled to elect a majority of the Board of Directors, and the Board of Directors shall call a special meeting for that purpose.

Directors shall be elected by the voting members in accordance with the By-Laws of the Association at the regular annual meeting of the membership of the corporation to be held on the first Monday of December of each year or on such other date as may be set by the vote of a majority of the members.

All officers shall be elected by the Board of Directors in accordance with the By-Laws of the Association at the annual meeting of the Board of Directors to be held immediately following the annual meeting of the membership. The Board of Directors shall elect or appoint at the times and in the manner set forth in the By-Laws of the Association a President, Vice President, Secretary, Treasurer, and such other officers as it may deem desirable.

## **ARTICLE IX**

### **BOARD OF DIRECTORS**

The number of persons constituting the first Board of Directors shall be three (3). The names and addresses of the persons who are to serve as Directors until their successors are chosen are:



	<u>Name</u>	<u>Address</u>
1.	Kelly Every	205 North Halifax Avenue Daytona Beach, Florida 32118
2.	Richard Every	616 Jessamine Street Daytona Beach, Florida 32118
3.	Penny Every	205 North Halifax Avenue Daytona Beach, Florida 32118

**ARTICLE X**

**FIRST OFFICERS**

The names of the officers who are to serve until the first election or appointment under these Articles of Incorporation are:

<u>Name</u>	<u>Office</u>
Kelly Every	President
Richard Every	Vice President
Penny Every	Secretary/Treasurer

**ARTICLE XI**

**BY-LAWS**

The initial By-Laws of the Association may be adopted by the subscribers hereto and may be altered, amended or revised by recording such modification in the Public Records of Volusia County, Florida, signed by all of the subscribers to these Articles of Incorporation who are the initial Board of Directors or their successors as provided herein. In the event said subscribers shall no longer be qualified as members, then alteration, amendment or revisions shall be by the

vote of a majority of the unit Owners at any annual meeting or at a special meeting called for that purpose, and such alteration, amendment or revision shall be approved in writing by all Owners and holders of all mortgages or liens on Lots.

## **ARTICLE XII**

### **AMENDMENT OF ARTICLES OF INCORPORATION**

All of the subscribers to these Articles of Incorporation or their successors, as all of the members of the corporation, may amend the Articles of Incorporation provided that at such time as said subscribers no longer qualify as members, then these Articles of Incorporation may be amended by the vote of a majority of the then record owners of Lots within the Subdivision at any annual members meeting or at a special meeting called for that purpose.

## **ARTICLE XIII**

### **DISSOLUTION LANGUAGE**

The Association may be dissolved only with the consent in writing by the owners and holders of all mortgages or liens on any Lots, by the Ormond Beach City Commission, and by two-thirds (2/3) of each class 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 a non-profit 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 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 XIV**  
**SEVERABILITY**

Invalidation of any of these Articles or portions thereof by judgement, court order, or operation of law shall in no way affect other provisions, which shall remain in full force and effect.

**ARTICLE XV**  
**INITIAL REGISTERED OFFICE AND AGENT**

The address of the initial registered office of the Association is 205 North Halifax Avenue, Daytona Beach, Florida 32118, and the name of the initial registered agent of the Association at that address is Kelly Every.

## **ARTICLE XVI**

### **CONSERVATION EASEMENT AREAS**

Section 1.0. "Conservation Area" or "Conservation Easement Areas" shall mean and refer to all of such areas so designated as Tracts "B", "D", "E", "F", "M" and "P" upon any recorded Subdivision Plat or Plats of the properties and so described in the legal description of said property attached in Exhibit "A".

The Conservation Easement Areas shall and are hereby declared to be subject to a Conservation Deed Restriction in favor of the Developer, its successors and assigns, for the purpose of retaining and maintaining the Conservation Easement Areas in their predominantly natural condition as a wooded water recharge, detention and percolation and environmental conservation area. In furtherance of this Conservation Easement, each of the following uses of the Conservation Easement Areas are hereby prohibited and restricted without the prior written consent of the St. Johns River Water Management District, to wit:

(a) The construction, installation or placement of signs, buildings, fences, walls, roads or any other structures and improvements on or above the ground of the Conservation Easement Areas; and

(b) The dumping or placing of soil or other substances or materials as landfill, or the dumping or placing of trash, waste or unsightly or offensive materials; and

(c) The removal or destruction of trees, shrubs or other vegetation from the Conservation Easement Areas; and

(d) The excavation, dredging or removal of loam, peat, gravel, rock, soil, or other material substance in such a manner as to affect the surface of the

Conservation Easement Areas; and

(e) Any use which would be detrimental to the retention of the Conservation Easement Areas in their natural condition.

(f) Acts or uses detrimental to such retention of land or water areas.

The Conservation Easement Areas hereby created and declared shall be Perpetual.

The Developer, its successors and assigns, and the St. Johns River Water Management District shall have the right to enter upon the Conservation Easement Areas at all reasonable times and in a reasonable manner, to assure compliance with the aforesaid prohibitions and restrictions.

The Association, and all subsequent owners of any land upon which there is located any Conservation Easement, shall be responsible for the periodic removal of trash and other debris which may accumulate on such Easement Parcel.

The prohibitions and restrictions upon the Conservation Easement Areas as set forth in this paragraph may be enforced by the St. Johns River Water Management District by proceedings at law or in equity, including, without limitation, actions for injunctive relief. The provisions in this Conservation Easement Area restriction may not be amended without prior approval from the St. Johns River Water Management District.

All rights and obligations arising hereunder are appurtenances and covenants running with the land of the Conservation Easement Areas, and shall be binding upon, and shall inure to, the benefit of the Developer and its successors and assigns. Upon conveyance by the Developer to third parties of any land affected hereby, the Developer shall have no further liability or responsibility hereunder, provided the deed restriction, including the Conservation Areas, are properly recorded.

**ARTICLE XVII**  
**INDEMNIFICATION**

The Association shall indemnify any officer, director, or committee member or any former officer, director or committee member to the full extent permitted by law.

THE UNDERSIGNED, being the original subscriber to these Articles of Incorporation, does hereby make, subscribe, acknowledge and file these Articles, and has hereunto set his hand and seal this 24 day of August, 1999

Kelly Every (SEAL)  
Kelly Every, Manager  
Southern Pines Development, L.L.C.

STATE OF FLORIDA  
COUNTY OF VOLUSIA

I HEREBY CERTIFY that before me this day personally appeared KELLY EVERY, Manager, SOUTHERN PINES DEVELOPMENT, L.L.C., to me known and known to me to be the individual described in and who executed the foregoing Articles of Incorporation and acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State named above this 24th day of August, 1999.

Carolyn Ann Dillon (SEAL)  
Notary Public, State of Florida



Carolyn Ann Dillon  
MY COMMISSION # CC570064 EXPIRES  
September 6, 2000  
BONDED THRU TROY FAIN INSURANCE, INC.

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Carolyn Ann Dillon  
MY COMMISSION # CC570064 EXPIRES  
September 6, 2000  
BONDED THRU TROY FAIN INSURANCE, INC.

The undersigned, having been named to accept service of process for the above stated corporation, at the place designated in Article XV of the Articles of Incorporation, hereby accepts to act in this capacity and agrees to comply with the provisions of Section 48.091, Florida Statutes, relative to keeping open said office.

  
\_\_\_\_\_  
Kelly Every, Manager  
Southern Pines Development, L.L.C.

99 AUG 25 PM 2: 19  
CLERK OF STATE  
TALLAHASSEE, FLORIDA

FILED

**EXHIBIT "A"**  
**TO**  
**ARTICLES OF INCORPORATION**  
**SOUTHERN PINES PRD HOMEOWNERS ASSOCIATION, INC.**  
**LEGAL DESCRIPTION**

THAT PORTION OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 24, AND THAT PORTION OF THE SOUTH 1217.00 FEET OF THE EAST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 13, AND THAT PORTION OF THE SOUTH 1217.00 FEET OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 13, ALL BEING WITHIN TOWNSHIP 14 SOUTH, RANGE 31 EAST, LYING WEST OF INTERSTATE 95 AND EAST OF TYMBER CREEK ROAD, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 24, BEING A CONCRETE MONUMENT STAMPED "HPP"; THENCE N 87°52'10" E ALONG THE NORTH LINE OF SAID SECTION 24, A DISTANCE OF 1364.55 FEET TO A POINT IN THE EAST LINE OF TYMBER CREEK ROAD, A 66 FOOT RIGHT-OF-WAY AS NOW LAID OUT IN THIS AREA (09-11-98), SAID POINT BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S 01°13'26" E ALONG THE EAST LINE OF SAID TYMBER CREEK ROAD, A DISTANCE OF 1290.57 FEET TO A POINT IN THE NORTH LINE OF THAT UNRECORDED SUBDIVISION WITHIN THE "SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER" OF SAID SECTION 24; THENCE N 87°39'54" E ALONG THE MONUMENTED NORTH LINE OF SAID UNRECORDED SUBDIVISION, A DISTANCE OF 1290.61 FEET TO A POINT IN THE EAST LINE OF SAID NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 24; THENCE N 01°14'43" W ALONG SAID EAST LINE AND ALONG THE WEST LINE OF THAT UNRECORDED SUBDIVISION WITHIN THE NORTHEAST ONE-QUARTER OF SAID SECTION 24, LYING WEST OF INTERSTATE 95, A DISTANCE OF 1285.96 FEET TO THE NORTH ONE-QUARTER CORNER OF SAID SECTION 24; THENCE N 87°58'18" E ALONG THE NORTH LINE OF SAID SECTION 24 AND ALONG THE NORTH LINE OF SAID UNRECORDED SUBDIVISION, A DISTANCE OF 133.99 FEET TO A POINT IN THE WESTERLY LINE OF SAID INTERSTATE 95; THENCE N 16°56'33" WEST ALONG SAID WESTERLY LINE, A DISTANCE OF 1258.89 FEET TO A POINT IN THE NORTH LINE OF SAID SOUTH 1217.00 FEET; THENCE S 87°52'10" W ALONG SAID NORTH LINE, A DISTANCE OF 1081.15 FEET TO A POINT IN THE EAST LINE OF TYMBER CREEK ROAD, AFORESAID; THENCE S 01°08'20" E ALONG SAID EAST LINE, A DISTANCE OF 1217.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 73.1448 ACRES, MORE OR LESS.