

STATE OF FLORIDA

DEPARTMENT OF STATE • DIVISION OF CORPORATIONS

I certify that the following is a true and correct copy of

CERTIFICATE OF INCORPORATION

OF

THE GROVE HOME OWNERS ASSOCIATION, INC.

filed in this office on the 6th day of May

19 77.

Charter Number: 738957



GIVEN under my hand and the Great
Seal of the State of Florida, at
Tallahassee, the Capital, this the
9th day of May
19 77.

A handwritten signature in cursive script, appearing to read "Bruce A. Smith".

SECRETARY OF STATE

ARTICLES OF INCORPORATION

OF

THE GROVE HOME OWNERS
ASSOCIATION, INC.

(A corporation not for profit)

FILED
MAR 3 8 51 AM '77
SILVER SPRING
JACKSONVILLE, FLORIDA

In compliance with the requirements of Ch. 617 of the Florida Statutes, the undersigned, all of whom are residents of the State of Florida and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

NAME

The name of the corporation is THE GROVE HOME OWNERS ASSOCIATION, INC., hereafter called the "Association."

ARTICLE II

PRINCIPAL OFFICE

The principal office of the Association is located at 720 Gilmore Street, Jacksonville, Florida.

ARTICLE III

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within that certain tract of property (hereafter called) described as follows:

That part of U.S. Government Lot 6 in the Southeast 1/4 of Section 20, Township 28S., Range 24E. described as follows: Begin at the Southeast corner of Section 20, Township 28S., Range 24E., run thence S-89°46'19"-W. along the South line of said Section 20 a distance of 462.0 feet to the point of beginning for this description, run thence N-02°54'33"-W. a distance of 49.06 feet to the intersection with the D.O.T. Lateral Ditch Centerline, said intersection being at D.O.T. Centerline Station 2+82.75, run thence N-01°46'19"-E. along said centerline a distance of 32.21 feet, run thence N-01°39'41"-W. along said centerline a distance of 197.99 feet, run thence N-07°08'11"-W. along said centerline a distance of 125.25 feet, run thence N-05°48'11"-W. along said centerline a distance of 106.03 feet, run thence S-89°46'19"-W. a distance of 18.09 feet to the intersection with the Westerly R/W line of aforementioned D.O.T. Lateral Ditch,

run thence N-03°44'41"-W. along the Westerly R/W line of said ditch a distance of 420.71 feet, run thence N-17°28'04"-E. along said Westerly R/W line a distance of 425 feet more or less to the shoreline of Lake Bonny, run thence Westerly and Northwesterly along the shoreline of Lake Bonny a distance of 820 feet more or less to the intersection with a line lying 264.0 feet East of and parallel to the West boundary of said U.S. Government Lot 6, run thence S-00°20'11"-E. along said line a distance of 248 feet more or less to a concrete monument (P.R.M.), continue thence S-00°20'11"-E. along said line a distance of 900.0 feet, run thence N-89°46'19"-E. and parallel with the South line of the Southeast 1/4 of Section 20 a distance of 527.49 feet, run thence S-03°46'41"-E. a distance of 510.0 feet to the South line of said Section 20, run thence N-89°46'19"E. along the South line of said Section 20 a distance of 50.0 feet to the point of beginning, being subject to easements and rights-of-way of record.

And further, to provide for maintenance, preservation and architectural control of the residence Lots and Common Area of any additions to the Property as may hereafter be brought within the jurisdiction of this Association;

And further, to promote the health, safety and welfare of the residents within the Property and any additions thereto as may hereafter be brought within the jurisdiction of this Association and for this purpose to:

- (a) exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration," applicable to the Property and recorded or to be recorded in the office of the Clerk of the Circuit Court, Polk County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;
- (b) fix, levy, collect and enforce payment by any lawful means, of all charges or assessments pursuant to the terms of the Declaration; and pay all expenses in connection therewith and all office and other 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;
- (c) 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;

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

(e) 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 of each class of Members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area;

(g) maintain, repair, replace, operate and manage the above described Property and any improvements owned by the Association after casualty and to make further improvements of the Property or to purchase additional property and improvements;

(h) enter into contracts for management, insurance coverage, maintenance, leasing and for delegation of all of the powers and duties of the Association except those the delegation of which may be required by the Declaration to have approval of the Board of Directors or membership of the Association;

(i) enforce the provisions of the proposed Declaration, these Articles of Incorporation, the Bylaws of the Association which may be hereafter adopted, and the rules and regulations governing the use of the Property and the improvements thereon as same may be hereafter established;

(j) exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Association pursuant to the Declaration;

(k) have and exercise any and all powers, rights and privileges which a corporation organized under Chapter 617 of the Florida Statutes regarding corporations not for profit may now or hereafter have or exercise together with all other powers reasonably necessary to effectuate the purposes of the Association as set out herein.

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 records to assessment by the Association, 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 separated from ownership of any Lot which is subject to assessment by the Association. No Member can assign, hypothecate or transfer in any manner, except as an appurtenance to his Lot, 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 proposed Declaration, and in the Bylaws which may be hereafter adopted.

ARTICLE V
VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member(s) shall be the Declarant (as defined in the Declaration), 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 three (3) years after the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or immediately after the Declarant has sold the last Lot owned by it, whichever first occurs, but in no event later than December 31, 1985.

ARTICLE VI
OFFICERS

The officers of the Association shall be a President, a Vice President, a Secretary, a Treasurer, and such other officers as may be deemed desirable or necessary by the Board of Directors. The offices of Secretary and Treasurer may be held by one person.

The officers shall be elected at the first meeting and at each annual meeting of the Board of Directors as provided

ARTICLE VIII

BY-LAWS

The Board of Directors of this Association may provide such By-laws for the conduct of its business in the carrying out of its purposes as they may deem necessary from time to time.

The By-laws may be amended, altered or rescinded upon the proposal of a majority of the Board of Directors and approval in person or in writing by a majority vote of the Members of the association at a regular or special meeting of the Members, notice of which shall state that such proposal is to be voted upon at the meeting.

ARTICLE IX

DURATION

The Association shall exist perpetually.

ARTICLE X

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds of each class of Members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets, both real and personal, 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 non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE XI

AMENDMENTS

An amendment or amendments to these Articles of Incorporation may be proposed either by two-thirds of the entire Membership or by the Board of Directors of the Association acting upon a vote of the majority of the directors. To become effective, such amendment or amendments must be approved by an affirmative vote of 75% of the entire Membership cast in person or by proxy at a specially called meeting

for such purpose, the notice of which shall describe the amendment or amendments being proposed.

ARTICLE XII

NON-PROFIT STATUS

No part of the income of the Association shall inure to the benefit of and no dividend shall be paid to any individual, officer, director or Member, and the Association shall not carry on propaganda, or otherwise act to influence legislation.

ARTICLE XIII

INDEMNITY AND INSURANCE

Every director and every other 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 proceedings 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 of willful misfeasance or malfeasance in the performance of his duties. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which any such director or officer may be entitled. The Association may, and shall if reasonably available, purchase liability insurance insuring all past and present directors and officers for liability arising out of any acts or duties undertaken by them, or each of them in good faith, believing that they were acting within the scope of their duty as directors or officers.

ARTICLE XIV

INDEBTEDNESS OR LIABILITY

Any indebtedness or liability, direct or contingent, must be authorized by an affirmative vote of a majority of the votes cast by the members of the Board of Directors at a lawfully held meeting. The highest amount of indebtedness or liability, direct or contingent, to which this corporation

may be subject at any one time shall not exceed one hundred fifty percent (150%) of its income for the previous fiscal year, except that additional amounts may be authorized by an affirmative vote of two-thirds of the Members.

ARTICLE XV

NOTICE AND QUORUM

For those actions which, by the provisions of preceding Articles, require a vote of the Members, there must be a duly held meeting. Written notice, setting forth the purpose of the meeting, shall be given to all Members not less than 30 days or more than 60 days in advance of the meeting.

The presence of Members or of proxies entitled to cast ten percent (10%) of the votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum of the preceding meeting. No such subsequent meeting shall be more than sixty (60) days following the preceding meeting. In the event that one-tenth (1/10) of the Class A Membership or one-tenth (1/10) of the Class B Membership, if any, are not present in person or by proxy, Members not present may give their written assent to the action taken thereat.

To the extent of any conflict between the provisions of this Article and the provisions of the Declaration, the provisions of the Declaration shall control.

ARTICLE XVI

INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of this corporation is 720 Gilmore Street, Jacksonville, Florida, and the name of the initial registered agent of this corporation at that address is Eric Schuhle.

in the By-laws. The names and addresses of the persons who are to act in the capacity of officers until the selection of their successors are:

President	Eric Schuhle	720 Gilmore Street Jacksonville, Florida 32204
Vice-President	Ronald E. Spruill	720 Gilmore Street Jacksonville, Florida 32204
Secretary-Treasurer	Thomas Bergmann	720 Gilmore Street Jacksonville, Florida 32204

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be Members of the Association. The number of directors may be changed by amendment of the Bylaws of the Association, but shall never be less than three. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

Eric Schuhle	720 Gilmore Street Jacksonville, Florida 32204
Ronald E. Spruill	720 Gilmore Street Jacksonville, Florida 32204
Thomas Bergmann	720 Gilmore Street Jacksonville, Florida 32204

At the first annual meeting the Members shall elect one 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 a director or directors, as the case may be, for a term of three (3) years to replace the outgoing director or directors, as the case may be. Should a vacancy occur prior to that time, the remaining directors may elect a person or persons to fill the vacancy or vacancies for any unexpired term.