

# State of Florida



## Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of DAVENPORT LAKES HOMEOWNERS ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on August 24, 1992, as shown by the records of this office.

The document number of this corporation is N50512.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
24th day of August, 1992.



Jim Smith  
Secretary of State

FILED  
1992 AUG 24 AM 11:00  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION

OF

DAVENPORT LAKES HOMEOWNERS ASSOCIATION, INC.

In compliance with the requirements of Florida Statutes, Chapter §617, the undersigned, a resident of the State of Florida of full age and for the purpose of forming a corporation, not for profit, does hereby certify:

ARTICLE I

Name

The name of the corporation is DAVENPORT LAKES HOMEOWNERS' ASSOCIATION, INC. (hereafter called the "Association").

ARTICLE II

Office

The principal office of the Association is located at 12525 U.S. Highway 27 N., Davenport, Florida 33837.

ARTICLE III

Registered Agent

Rita Bornstein, whose address is 12525 U.S. Highway 27 N., Davenport, Florida 33837, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

DEFINITIONS

Section 1. "Articles of Incorporation" shall mean and refer to the Articles of Incorporation for Davenport Lakes Homeowners' Association, Inc., as they may be amended from time to time.

Section 2. "Association" shall mean and refer to DAVENPORT LAKES HOMEOWNERS' ASSOCIATION, INC., its successors and assigns.

Section 3. "Board of Directors" or "Board" shall mean and refer to the board of directors for Davenport Lakes Homeowners' Association, Inc.

Section 4. "Common Area" or "Common Areas" shall mean all real property and improvements thereon owned by the Association for the common use and enjoyment of the Owners.

Section 5. "Declarant" shall mean and refer to Rita Bornstein, as Trustee, her successors, assigns or designees if such successors, assigns, or designee should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 6. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions of Davenport Lakes applicable to the Properties described as:

Davenport Lakes, Phase One, according to the Plat thereof as recorded in Plat Book 93, Pages 21-23, Public Records of Polk County, Florida

and the following described property which shall constitute part of the Common Area and upon which the recreational amenities shall be constructed:

Commence at the Northeast corner of Lot 47 of DAVENPORT LAKES PHASE ONE, a subdivision lying in a portion of Section 1, Township 25 South, Range 26 East, as recorded in Plat Book 93, Pages 21,22 and 23 of the Public Records of Polk County, Florida for the Point of Beginning and run N 89°38'12" E along the Northern Boundary of said Davenport Lakes Subdivision a distance of 367± feet to the shoreline of Lake Davenport; thence meander southwesterly along said shoreline a distance of 287± feet; thence run S 89°38'12" W a distance of 277± feet to the Southeast Corner of Lot 48 of said Subdivision; run thence N 00°21'48" W along the East property line of said Lot 48 a distance of 59.89 feet to a point on a curve concave to the West, Having a radius of 50.00 feet, a chord bearing of N 23°49'15" E, and a chord length of 97.64 feet, run thence along said curve through a Central Angle of 204°56'46" a distance of 178.85 feet to the Southeast corner of said Lot 47; thence N 00°21'48" W a distance of 101.04 feet to the Point of Beginning.

Section 7. "Lot" shall mean and refer to any numbered plot of land to be used for a single family residence shown upon any recorded subdivision map of the Properties with the exception of the Common Areas and drainage and retention areas.

Section 8. "Member" shall mean and refer to those persons entitled to membership in the Association as provided in the Declaration.

Section 9. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, but excluding those having such interest merely as security for the performance of an obligation.

Section 10. "Properties" shall mean and refer to that certain real property described in the Declaration and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

## ARTICLE V

### 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 and preservation of the Common Area and architectural control of the Lots and Common Areas within the Properties (the "Davenport Lakes Subdivision") and other real property annexed into the Association, and to promote the health, safety and welfare of the residents of the Davenport Lakes Subdivision and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration applicable to the Davenport Lakes Subdivision and recorded (or to be recorded) in the Office of Clerk of the Court for Polk County, Florida, as the same may be amended from time to time as therein provided;

(b) Fix, levy, collect and enforce payment by any lawful means all charges or assessments pursuant to the terms of

the Declaration; to 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 of the Association 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, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property of the Association 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 (2/3) of each class of Members, agreeing to such dedication, sale or transfer;

(f) 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, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of Members;

(g) Have and exercise any and all powers, rights and privileges which a corporation organized under the nonprofit corporation law of the State of Florida by law may now or hereafter have or exercise.

## ARTICLE VI

### MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest of any Lot which is subject to the Declaration, and thus to assessment by the Association 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.

## ARTICLE VII

### 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 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 relationship 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(s) 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 the 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.

Class B. The Class B Member(s) shall be the Declarant 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 on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) On the date seven (7) years from the date the Declaration is recorded, with it being understood that

notwithstanding the cessation of Class B membership in accordance with (a) above, upon the subjecting of additional land to the Declaration, Class B membership shall be reinstated for all Lots owned by Declarant so long as the total number of Class B votes shall then be greater than the total number of Class A votes.

ARTICLE VIII

BOARD OF DIRECTORS

Until Turnover, as defined in the Declaration, the affairs of this Association shall be managed by a Board of not less than three (3) Directors, who need not be Members of the Association. After Turnover of control by the Class B Member(s) the affairs of this Association shall be managed by a Board of not less than five (5) directors, who need not be Members of the Association. The number of directors may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
Arthur Tye	498 Palm Springs, Drive, Suite 320 Altamonte Springs, Florida 32701
Jim Abernathy	498 Palm Springs, Drive, Suite 320 Altamonte Springs, Florida 32701
C.B. Trotter	498 Palm Springs, Drive, Suite 320 Altamonte Springs, Florida 32701
Mimi Knight	498 Palm Springs, Drive, Suite 320 Altamonte Springs, Florida 32701
David Bornstein	12525 U.S. Highway 27 N. Davenport, Florida 33837

At the first annual meeting the Members shall elect one of the directors for a term of one year, two of the directors for a term of two years and two of the directors for a term of three years; and at each annual meeting thereafter, until Turnover, the Members shall elect directors to vacant seats for a term of three

years. At the first annual meeting after Turnover Members shall elect one third (1/3) of the directors for a term of one year; one third (1/3) of the directors for a term of two years; and one third (1/3) of the directors for a term of three years with any odd number of directors to be elected for a term of three years. The intent of this provision is to proportionately stagger elections so that there always remain a majority of board members with experience as to the workings of the Association.

#### ARTICLE IX

##### DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than 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 any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

#### ARTICLE X

##### DURATION

The corporation shall exist perpetually.

#### ARTICLE XI

##### INDEMNIFICATION

The Association shall indemnify any incorporator, officer or director, or any former incorporator, officer or director, to the full extent permitted by law, against all losses and liabilities related to their actions on behalf of the Association.



ARTICLE XII

INCORPORATOR

The name and address of the incorporator is as follows:

Rita Bornstein  
12525 U.S. Highway 27 N.  
Davenport, Florida 33837

ARTICLE XIII

AMENDMENTS

Amendment of these Articles of Incorporation shall require the assent of two-thirds (2/3) of the entire membership.

ARTICLE XIV

FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the



REGISTERED AGENT CERTIFICATE

In pursuance of the Florida General Corporation Act, the following is submitted, in compliance with said statute:

That Davenport Lakes Homeowners' Association, Inc., desiring to organize under the laws of the State of Florida, with its registered office, as indicated in the Articles of Incorporation at the City of Davenport, County of Polk, State of Florida, has named Rita Bornstein located at said registered office, as its registered agent to accept service of process and perform such other duties as are required in the State.

ACKNOWLEDGMENT:

Having been named to accept service of process and serve as registered agent for the above-stated Corporation, at the place designated in this Certificate, the undersigned hereby accepts to act in this capacity, and agrees to comply with the provision of said statute relative in keeping open said office, and further states it is familiar with §607.325, Florida Statutes.

Rita Bornstein  
Rita Bornstein

DATED: 8/18/92

**FILED**  
1992 AUG 24 AM 11:00  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

EXHIBIT "A"

DAVENPORT LAKES, PHASE ONE, according to the plat thereof in Plat Book 93, Pages 21 through 23 inclusive, of the Public Records of Polk County, Florida

and

Commence at the Northeast corner of Lot 47 of DAVENPORT LAKES PHASE ONE, a subdivision lying in a portion of Section 1, Township 25 South, Range 26 East, as recorded in Plat Book 93, Pages 21, 22 and 23 of the Public Records of Polk County, Florida for the Point of Beginning and run N 89°38'12" E along the Northern Boundary of said Davenport Lakes Subdivision a distance of 367± feet to the shoreline of Lake Davenport; thence meander southwesterly along said shoreline a distance of 287± feet; thence run S 89°38'12" W a distance of 277± feet to the Southeast Corner of Lot 48 of said Subdivision; run thence N 00°21'48" W along the East property line of said Lot 48 a distance of 59.89 feet to a point on a curve concave to the West, Having a radius of 50.00 feet, a chord bearing of N 23°49'15" E, and a chord length of 97.64 feet, run thence along said curve through a Central Angle of 204°56'46" a distance of 178.85 feet to the Southeast corner of said Lot 47; thence N 00°21'48" W a distance of 101.04 feet to the Point of Beginning.

# DAVENPORT LAKES HOMEOWNERS ASSOCIATION, INC.

## RULES REGARDING INSPECTION AND COPYING OF ASSOCIATION RECORDS

### I. RECORDS DEFINED

The official records available for inspection and copying are those designated by Section 617.303 of the Florida Homeowners Association Act, as amended from time to time.

### II. PERSONS ENTITLED TO INSPECT OR COPY

Every Association member or the member's authorized representative, as designated in writing, (hereinafter collectively referred to as "member") shall have the right to inspect or copy the official records pursuant to the following rules.

### III. INSPECTION AND COPYING

- A. A member desiring to inspect the Association's records shall submit a written request to the President or Manager of the Association. The request must specify the particular record subject to inspection, including pertinent dates or time periods, and shall state whether the request is for inspection or a photocopy. The request must be sufficiently detailed to allow the Association to retrieve the records requested.
- B. Inspection or copying of records shall be limited to those records specifically requested in advance, in writing.
- C. No member may submit more than one request for inspection or copying of the same record in a sixty-day period.
- D. No member may submit more than two requests per month.
- E. No member may request the inspection of more than twenty (20) records at any one time, nor shall the Association be required to produce records for inspection exceeding 200 pages at one time. If the member's request exceeds either of these limitations, the Association shall provide records for inspection in the order requested by the member up to the limiting factor, and the member shall be notified that the other records will be made available for inspection at another inspection session upon receipt of another written request of the member.

The foregoing inspection limitations shall not apply to a member's request for copies of records which shall be photocopied and delivered to the member subject to other provisions of these rules.

- F. All inspection of records shall be conducted at the Association's office or at such other location designated by the Association. No member shall remove original records from the location of inspection. No alteration of the original records shall be allowed.
- G. Records shall be made available for inspection by the Association on or before the tenth (10th) working day subsequent to actual receipt by the Association of the written request for inspection. This time frame may be extended by written request of the member. In addition, this time frame shall be extended in the event records are so voluminous or otherwise in such condition as to render this time frame unreasonable. The Association shall notify the member, by telephone, in person, or in writing, that the records are available and the time, date and place for such inspection.
- H. Inspection shall be made only during normal Association business hours, or during the normal business hours of the location of inspection if other than the Association office. (For the purposes herein, "working day" shall mean Monday through Friday, exclusive of federal, state and local holidays upon which the office of the Association is closed; for purposes herein, "normal business hours" shall be the hours the Association office is customarily open, or the hours the location where the records are to be inspected is customarily open, or if there are no customary hours of operation, then 9:00 A.M. to 12:00 P.M. and 1:00 P.M. to 5:00 P.M., all on a working day.) No member shall be entitled to inspect records for more than two "working days" per calendar month. The period of time for any inspection shall not exceed two (2) hours per day.
- I. If a member desires to obtain a copy of any record, the member shall designate in writing which record is desired, or during an inspection the member may designate such record by use of a tab or clip upon the pages desired. Any written request in this regard shall designate the specific record or portion thereof. Copies of the record(s) shall be available within ten (10) working days of receipt of the request. In the event the above referenced time frame is impracticable, due to the voluminous nature or condition of the records, then copies will be made available as soon as is practical.
- J. A member shall pay twenty-five cents (25 cents) per page for regular or legal sized photocopies, payable in cash

or by personal check, at the time the copies are delivered; provided however, payment in advance of copying may be required by the President or Manager in their discretion, taking into account such factors as the amount of the copying charge, the payment record of an member, and other relevant factors.

- K. This Rule shall apply to Directors of the Association, except that it shall not apply to Officers and Directors as to records within their area of responsibility (e.g. the Treasurer need not comply with this Rule to review financial records).

#### IV. MANNER OF INSPECTION OR COPYING

- A. No written request for inspection or copying shall be made in order to harass any other Association member, resident or Association agent, officer, director or employee.
- B. All persons inspecting or requesting copies of records shall conduct themselves in a businesslike manner and shall not interfere with the operation of the Association office or office where the records are otherwise inspected or copied. The Association office, or office of inspection, may assign one staff person to assist in the inspection and all requests for further assistance and copying during inspection shall be directed only to that staff person.
- C. The Association shall maintain a log detailing:
  - i. The date of receipt of the written request for inspection;
  - ii. The name of the requesting party;
  - iii. The requested records;
  - iv. The date the party was notified as to availability of the records;
  - v. The date the records were made available for inspection or copying;
  - vi. The date of actual inspection or copying;
  - vii. The signature of the party acknowledging receipt of or access to the records. Every person inspecting or receiving copies of records shall sign said log or a comparable receipt prior to inspection or receipt of copies.

#### V. ENFORCEMENT OF INSPECTION AND COPYING RULES

- A. Any violation of these rules shall cause the immediate suspension of the inspection or copying until such time as the violator agrees in writing to comply herewith.

- B. Any written requests for inspection or copying not complying with these rules shall not be honored. The Association shall indicate in writing the nature of the non-compliance and transmit same to the requesting party within ten (10) working days subsequent to receipt of the written request. Any verbal requests for inspection or copying may be responded to at the time by the Association representative notifying the requesting party of the existence of these rules and pointing out the necessity of complying herewith.
- C. The Board of Directors may take any available legal action to enforce these rules, including the levy of fines.