

**ARTICLES OF INCORPORATION  
OF  
OAK GROVE P.U.D. HOMEOWNERS ASSOCIATION, INC.**

FILED  
95 OCT 13 AM 8:21  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

I, the undersigned, with other persons being desirous of forming a corporation for charitable and welfare purposes under the provisions of Chapter 617 of the Florida Statutes, do hereby agree to the following:

**ARTICLE I**

**CORPORATE NAME**

The name and address of the corporation shall be:

OAK GROVE P.U.D. HOMEOWNERS ASSOCIATION, INC.  
3001 TANGLEWOOD DRIVE  
CLEARWATER, FLORIDA 34621

**ARTICLE II**

**GENERAL PURPOSES**

The Association does not contemplate pecuniary gain or profit to its members. The Association is organized for the purpose of providing maintenance, preservation and architectural control of the Lots and Common Areas within the Property described in **Exhibit "A"** attached hereto and made a part hereof (the "Property"), and 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. In furtherance of these purposes, the Association is empowered 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 that certain Declaration of Covenants, Conditions and Restrictions for Edgewood at River Ridge, hereinafter called the "Declaration", applicable to the Property and recorded or to be recorded in the Public Records of Pasco County, Florida, and as the same may be amended from time to time as therein provided.

(b) enforce the provisions of the Declaration in its name;

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(c) fix, levy, collect and enforce payment of, by any lawful means, all charges or assessments pursuant to the terms of the Declaration; and 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;

(d) 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 personal property in connection with the affairs of the Association;

(e) borrow money, and with the assent of a majority of each class of members, mortgage, pledge, deed in trust, hypothecate, assign, grant security interest in or otherwise transfer any or all of its real or personal property as security for money borrowed, debts incurred, or any of its other obligations;

(f) dedicate, sell or transfer all or any part of the Common Area or its other property to any public agency, authority, other entity, class of persons, 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 of dedication or transfer has been signed by a majority of each class of members, with the formalities from time to time required for a Deed under the laws of the State of Florida;

(g) participate in mergers and consolidations with other non-profit 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 each class of members as required by the Declaration of Covenants, Conditions and Restrictions of the Corporation.

(h) from time to time adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the Lots and the Common Area, consistent with the terms of the Declaration and these Articles;

(i) have and exercise any and all powers, rights and privileges which a corporation not for profit organized under the laws of the State of Florida may now or hereafter have or exercise;

(j) The purposes of this corporation will be conducted in a manner consistent with Section 501 of the Internal Revenue Code.

**ARTICLE III**

**TERMS OF EXISTENCE**

The corporation shall have perpetual existence, commencing upon the filing of these Articles with the Secretary of State.

**ARTICLE IV**

**BOARD OF DIRECTORS AND ELECTION**

The affairs of the Association shall be managed by a Board of at least three (3) Directors, who need not be members of the Association. The number of Directors may be changed by amendment of the By-Laws of the Association, but at no time shall be less than three (3). The Directors are to be elected as provided in the By-Laws.

**ARTICLE V**

**OFFICERS**

The affairs of the Association shall be administered by a President and Secretary and such other officers as may be designated by the By-Laws, and at the times and in the manner prescribed in the By-Laws. The names and addresses of the initial officers who shall serve until their death, resignation, removal or until successors are designated are as follows:

JOE ORSI, PRESIDENT	3001 Tanglewood Drive Clearwater, Florida 34621
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MICHAEL ORSI, VICE PRESIDENT Secretary	3001 Tanglewood Drive Clearwater, Florida 34621
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H. Clyde Hobby	5709 Tidalwave Drive New Port Richey, FL 34652
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**President:** The President of the corporation shall carry out the day to day affairs of the corporation. The President will also implement the policies as determined from time to time by the Board of Directors.

**Secretary:** The Secretary of the corporation shall keep all minutes of meetings of directors and membership.

The President and Secretary of the corporation shall be elected as provided in the Declaration of Covenants, Conditions & Restrictions of the corporation.

The names and addresses of the persons who are to serve as the initial Directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
JOE ORSI	3001 Tanglewood Drive Clearwater, Florida 34621
MICHAEL ORSI	3001 Tanglewood Drive Clearwater, Florida 34621
H. Clyde Hobby	5709 Tidalwave Drive New Port Richey, FL 34652

#### ARTICLE VI

##### BY-LAWS

The By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the By-Laws.

#### ARTICLE VII

##### AMENDMENTS

Amendments to the Articles of Incorporation may only be proposed by the Board of Directors and adopted with the approval of the Owners representing not less than two-thirds (2/3) of the votes of the Association at any annual meeting of the Association, or at any special meeting duly called and held for such purpose on the affirmative vote of a majority of each class of members existing at the time of such meeting; and further provided that no amendment may be in conflict with the Declaration.

#### ARTICLE VIII

##### 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 record 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. An Owner of more than one (1) Lot is entitled to one (1) membership for each Lot owned. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association, and is transferred only and automatically by conveyance of title to a Lot; however, the foregoing shall not be construed to prohibit assignment of membership and voting rights by an Owner who is a contract seller to his vendee in possession.

**ARTICLE IX**

**VOTING RIGHTS**

The Association shall have two (2) classes of voting membership:

**Class A.** So long as Class B membership exists, Class A members shall be all Owners, with the exception of the Declarant.

**Class B.** The Class B members shall be the Declarant. Class B Lots, units and parcels shall be those owned by Declarant which have not been converted to Class A lots, units or parcels pursuant to the provisions of the Declaration.

**ARTICLE X**

**NAME CHANGE**

Declarant reserves the right, in its sole and absolute discretion, from time to time and at any time to change the name of the Association to such name as Declarant shall determine to be appropriate.

**ARTICLE XI**

**INDEMNIFICATION**

The Association shall, and does hereby, indemnify any person ("Indemnatee") for any and all liability arising from his official capacity or from any acts committed or failure to act by him in his official capacity as an Officer or Director of the Association, including acts which are adjudged by a Court of law to have constituted negligence or misconduct in the performance of his duty to the Association, and resulting from Judgment, fines, or amounts paid in settlement which are incurred in any action, suit or proceeding whether civil, criminal, administrative or investigative, and whether such action, suit or proceeding is brought by or in the right of the Association, or other parties, and whether such action, suit or proceeding is commenced during or subsequent to his tenure as an Officer or Director of the Association ("Proceedings").

The Association will reimburse Indemnitees for any and all actual and reasonable expenses, including, without limitation, attorney's fees and Court costs ("Expenses") as Expenses are

incurred by Indemnites in Proceedings. Notwithstanding anything to the contrary herein, the Association will not indemnify Indemnites for any liability or expenses for actions which constitute gross negligence or willful misconduct, except where such actions are undertaken at the request of the Association. The Indemnification provided in this Article shall be in addition to and shall not limit or modify any other rights to indemnity to which Indemnites are entitled, including, without limitation, those conferred under Florida law or by the By-Laws, Articles or any Agreement executed by the Association.

#### ARTICLE XII

#### DISSOLUTION; MERGER; CONSOLIDATION

The Association may be merged or consolidated with another association not for profit, or may be dissolved, with the assent given in writing and signed by not less than a majority 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 granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to the purposes of the Association set forth herein and in the Declaration.

#### ARTICLE XIII

#### INTERPRETATION

Express reference is made to the terms and provisions of the Declaration where necessary to interpret, construe and clarify the provisions of these Articles. All terms defined in the Declaration shall have the same meaning where used herein. To the extent possible, these Articles shall be construed, interpreted and applied in a manner consistent and not in conflict with the terms and application of the Declaration.

#### ARTICLE XIV

#### REGISTERED AGENT

JOE ORSI, whose address is 3001 Tanglewood Drive, Clearwater, Florida 34621, is hereby appointed the initial Registered Agent of the Association.



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**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR  
DOMICILE FOR THE SERVICE OF PROCESS WITHIN FLORIDA,  
NAMING AGENT UPON WHICH PROCESS MAY BE SERVED**

In compliance with Section 48.091, Florida Statutes, the following is submitted:

**FIRST:** That <sup>OAK GROVE P.U.D.</sup> ~~^~~ **HOMEOWNERS ASSOCIATION, INC.**, desiring to organize or qualify under the Laws of the State of Florida, with its principal place of business at:

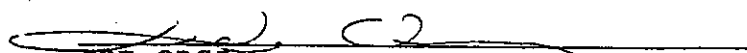
has named:           **JOE ORSI**  
located at:           **3001 TANGLEWOOD DRIVE  
CLEARWATER, FLORIDA 34621**

as its agent to accept service of process within the State of Florida.

  
JOE ORSI  
TITLE:                PRESIDENT

DATE:                ~~SEPTEMBER~~ <sup>OCTOBER</sup> 4, 1995.

Having been named to accept service of process for the above stated Corporation, at the place designated in this Certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all Statutes relative to the property and complete performance of my duties.

  
JOE ORSI  
Resident Agent

DATE:                ~~SEPTEMBER~~ <sup>OCTOBER</sup> 4, 1995.

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