

**ARTICLES OF INCORPORATION**  
**LAKE AJAY VILLAGE HOMEOWNERS ASSOCIATION, Inc.**

In compliance with the requirements of Chapter 617 ( Part 1 ) of the Florida Statutes, the undersigned, all of whom are residents of Florida and all of whom are 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**

The name of the corporation is LAKE AJAY VILLAGE HOMEOWNERS ASSOCIATION, INC., hereinafter called the "Association".

**ARTICLE II**

The principal office of the Association is located at 7829 Greenbriar Parkway, Orlando, Florida 32819.

**ARTICLE III**

Nancy A. Rossman, whose address is 7829 Greenbriar Parkway, Orlando, Florida 32819, is hereby appointed the initial registered agent of this Association.

**ARTICLE IV**  
**PURPOSES 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 of the Common Areas within Lake Ajay Village Subdivision described as follows:

All of Lake Ajay Village as filed and recorded in Plat Book 2, Pages 201, 202, 203 and 204 of the Public Records of Osceola County, Florida, being described as follows:

That portion of Lots 1, 2, 15, 16 and 25 in Section 5, Lots 5, 6, 7, 8 and 9 in Section 4 and Lots 10 and 11 in Sections 4 & 5 of T 25 S, R 31 E, according to the Narcoossee Farm and Townsite Company's Survey and Plat of said Sections 4 and 5, situated and lying East of State Road No. 15, North of South Florida Water Management District Canal 29-B and West of said District Canal 29-A in Osceola County, Florida.

More particularly described as: Beginning at the N.E. corner of Section 5, T 25 S, R 31 E, Osceola County, Florida, run N 89° 32' 05" W, along the North line of said Section 5, 1331.81 ft. to the Easterly R.O.W. line of State Road No. 15; run thence S 41° 23' 21" E, along said R.O.W. line, 921.96 ft. to the Point of Curve of a 2338.54 ft. Radius Curve to the Right, with a Delta of 41° 56' 52"; run thence along said Curve, 1712.11 ft. to the Point of Tangency; run thence along said R.O.W. line, S 00° 33' 31" W, 523.79 ft. to the North R.O.W. line of South Florida Water Management District Canal 29-B; run thence N 87° 45' 46" E, along said District R.O.W. line, 40.05 ft; run thence S 00° 33' 31" W, 25.00 ft; run thence N 87° 45' 46" E, along

said R.D.W. line, 559.82 ft; run thence S 02° 14' 14" E, 40.00 ft; run thence along said R.O.W. line, N 87° 45' 46" E, 178.36 ft. to the ordinary high water line of Lake Ajay at elevation 57.00 M.S.L.; run thence on a traverse of said elevation line, the following bearings and distances: N 37° 46' 57" E, 326.44 ft; N 18° 45' 28" E, 133.89 ft; N 10° 02' 03" W, 378.51 ft; N 61° 22' 13" W, 243.64 ft; N 29° 25' 35" E, 293.72 ft; N 09° 03' 58" E, 254.94 ft; N 15° 18' 25" W, 309.42 ft; S 36° 47' 52" E, 158.60 ft; N 69' 59' 14" E, 493.82 ft; S 26° 56' 08" W, 207.51 ft; S 10° 58' 38" E, 236.32 ft; N 36° 03' 38" E, 254.82 ft; N 66° 25' 31" E, 540.08 ft. to the Westerly R.D.W. line of South Fla. Water Management District Canal 29-A; run thence N 21° 33' 44" E, along said R.D.W. line, 982.02 ft. to the North line of Section 4, T 25 S, R 31 E; run thence N 89' 49' 13" W, along said North line, 2375.52 ft. to the Point of Beginning.

LESS THE FOLLOWING:

All of Tract C as described hereafter, and beginning at the Northwest corner of Block C of a Replat of Tract C, Lots 75, 76, 77 and 78, as filed and recorded in Plat Book 6, Page 85 of the Public Records of Osceola County, Florida, run S 89° 32' 05" E, along the North line of aforesaid Block C, 447.67 ft; run thence S 00° 27' 55" W, 200.00 ft; run thence S 48° 36' 39" W, 200.00 ft. to the East Right of Way line of State Road No. 15; run thence N 41° 23' 21" W, along said East Right of Way line, 447.67 ft. to the Point of Beginning.

ALSO LESS:

Beginning at the Northwest corner of "Tract D", Lake Ajay Village, as filed and recorded in Plat Book 2, Pages 201, 202, 203 and 204 of the Public Records of Osceola County, Florida, run S 89° 49' 13" E, along the North line of said Tract D, a distance of 196.65 ft, to a point; thence departing said North line of Tract D, run S 00' 10' 47" W, a distance of 197.10 ft. to a point; run thence S 80° 40' 07" W, a distance of 233.06 ft. to a point; run thence S 36° 30' 31" W, a distance of 7.06 ft. to a point on the Northeasterly Right of Way line of Forest Breeze Way, said point also being a Point on curve; thence with the Arc of a curve to the Left, having for its Elements a Radius of 261.01 ft., a Central Angle of 04° 23' 54", a Chord which bears N 50. 17' 56" W, a distance of 20.03 ft., a distance of 20.04 ft. to a Point on Curve; thence departing said Curve, run N 36° 30' 31" E, (Non-Radial), a distance of 89.14 ft. to a point; run thence N 00° 11' 22" E, a distance of 156.74 ft. to the Point of Beginning.

and to promote the health, safety and welfare of the residents within said subdivision and any additions thereto as may hereafter be brought within the jurisdiction of this Association. In furtherance of their purposes, the Association shall have the power

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 and Restriction, (hereinafter called the

"Declaration"), applicable to the LAKE AJAY VILLAGE SUBDIVISION and recorded in Official Records Book 1-94, Pages 461-486, Official Records Book 1084, Pages 2046 and 2047, and Official Records Book 1086, Pages 348-351 Public Records of Osceola County, Florida, and as the same may be further 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, 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 in connection with the affairs of the Association;

(d) borrow money, mortgage, pledge, 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;

(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) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise;

(h) operate and maintain the Common Area, specifically the surface water management system as permitted by the South Florida Water Management District including, but not limited to all lakes, retention areas, culverts and related appurtenances;

(i) contract for services to provide the services for operation and maintenance of the Common Area.

(j) Notwithstanding anything to the contrary, the Association shall have the express right, power and authority without any approval or agreement by the members, to convey, sell and/or transfer Tract C (as said Tract is more fully described hereafter) to any individual or entity whatsoever and irrespective whether such individual or entity constitutes a public agency, authority, or utility, all as more fully delineated in Article XI. Tract C is set forth on and legally described by that certain document entitled "A REPLAT OF TRACT C, LOTS 75, 76, 77 and 78" of

Lake Ajay Village recorded in Plat Book 6, Page 85 of the Public Records of Osceola County, Florida (hereinafter referred to as "Tract C")."

**ARTICLE V**  
**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 or record to assessment by the Association, including contract purchasers, shall automatically 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 VI**  
**VOTING RIGHTS**

The Association shall have two classes of voting membership:

Class A. Class A members),,shall consist of Declarant (as defined in the Declaration). Only the Class A member shall be entitled to vote in the affairs of the Association until such time as the earliest of the following date occurs (hereinafter referred as the "Conversion Date"):

- (a) the date Declarant (or its successors or assigns) voluntarily relinquishes control of the Association to the Class B members;
- (b) the date Declarant (or its successors or assigns) *conveys* the last Lot owned by Declarant to a third party; or
- (c) April 15, 1995.

The Class A member shall have one vote for each Lot owned. Upon the occurrence of the Conversion Date, the Association shall succeed Declarant as Declarant and shall succeed to all of the rights, obligations and powers of Declarant.

Class B. Class B shall consist of all owners with the exception of Declarant and Declarant's successors and assigns. Class B members shall not be entitled to vote upon decisions concerning the Lake Ajay Village Subdivision or the Association until the conversion Date. Following the Conversion Date, both Class A and Class B members shall be entitled to vote in the affairs of the Association on the basis of one vote for each Lot owned. In the event that two or more parties hold an interest in any Lot, the vote for such Lot shall be exercised as such parties may determine, but in no event may more than one vote be cast with respect to any Lot. Decisions of the members shall be rendered in accordance with the provisions of the By-Laws f the Association.

**ARTICLE VII**  
**BOARD OF DIRECTORS**

The affairs of this Association shall be managed by a Board of Directors composed of five (5) directors. Directors need not be members of the Association. The number of directors may be changed by amendment of the By-Laws 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>
Norman A. Rossman	7829 Greenbriar Parkway Orlando, Florida 32819
Nancy A. Rossman	7829 Greenbriar Parkway Orlando, Florida 32819
Braxton Green	7829 Greenbriar Parkway Orlando, Florida 32819

At the first annual meeting, the members shall elect one (1) director for a term of one (1) year, one (1) director for a term of two (2) years and one (1) director for a term of three (3) years; and at each annual meeting thereafter the members shall elect a new director for a term of three (3) years.

#### **ARTICLE VIII** **DISSOLUTION**

The Association may be dissolved with the assent given in writing and signed by not less than three-fourths (3/4) 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 any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

#### **ARTICLE IX** **DURATION**

The corporation shall exist perpetually.

#### **ARTICLE X** **AMENDMENTS**

Amendment of these Articles will require a vote in favor of the changes with 2/3 of those in attendance in person or in proxy of the membership entitled to vote, whereas a membership quorum was achieved and proposed changes were sent to the entire membership.

#### **ARTICLE XI** **CONFIRMATION OF THE BOARD RIGHT TO CONVEY PROPERTY**

Notwithstanding anything to the contrary, nothing in these Articles of Incorporation [specifically including without limitation Article IV (e) hereof] shall operate to limit the rights, power and authority of the Association to convey, sell, lease, transfer or dispose of real or

personal property (specifically including without limitation Tract C) in connection with the affairs of the Association. Moreover, the Board of Directors, in its sole unfettered discretion, shall have the express power, right and authority to convey, sell, lease, transfer or dispose of any and all real and personal property, specifically including without limitation Tract C.

**IN WITNESS WHEREOF**, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporator of this Association, have executed these Articles of Incorporation this 11<sup>th</sup> day of September, 1992.

  
\_\_\_\_\_  
Nancy A. Rossman

**DESIGNATION AND  
ACCEPTANCE OF REGISTERED AGENT**

Having been named as Registered Agent for the above stated Association, the undersigned hereby agrees to act in this capacity, and the undersigned further agrees to comply with the provisions of all statutes relative to the proper and complete performance of the undersigned's duties.

  
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Nancy A. Rossman

Dated September 11, 1992. (as revised through August 2009).