

FILED  
MAR 14 1972  
SEAL  
CLERK OF DISTRICT COURT  
OSCEOLA COUNTY, FLORIDA

ARTICLES OF INCORPORATION  
OF  
MONTEGO BAY HOMEOWNERS' ASSOCIATION, INC.

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned, all of whom are residents of Florida and all of whom are of 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 OF CORPORATION

The name of the corporation is MONTEGO BAY HOMEOWNERS' ASSOCIATION, INC., thereafter called the "Association."

ARTICLE II

PRINCIPAL OFFICE

The principal office of the Association is located at 4219 Vanita Court, Winter Springs, Florida, 32708.

ARTICLE III

REGISTERED AGENT

Suresh Gupta, whose address is 4219 Vanita Court, Winter Springs, Florida, 32708, is hereby appointed initial registered agent for this Association.

ARTICLE IV

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, reservation, and architectural control of the residence Lots and Common Area within that certain tract of property described as follows and lying and situated within Osceola County, Florida, to wit:

From the southwesterly corner of Lot 3 of Lake Cecile Park Addition No. 1 as recorded in Plat Book 1, page 321, of the Public Records of Osceola County, Florida; Run S 55° 03' 36" E along the South line of said Lot 3. A distance of 47.09 feet to the point of beginning; run thence S 03° 23' 47" W a distance of 1,477.01 feet; run thence S 00° 36' 02" W a distance of 399.84 feet; run thence S 89° 11' 24" E parallel to the South line of Section 11, Township 25 South, range 28 East, Osceola County, Florida, a distance of 1,239.87 feet to a point on the East line of said Section 11, said point being 50.00 feet north of the Southeast corner of said Section 11, run thence N 00° 34' 40" E along said East line, a distance of 1,258.47 feet to the Southwest corner of Lake Cecile Park Addition No. 3, as recorded

in Plat Book 1, page 394 of the Public Records of Osceola County, Florida; Run thence N 00° 31' 35" E a distance of 331.04 feet to the Southeast corner of Lake Cecile Park Addition No. 4, as recorded in Plat Book 2, page 73, of said Public Records; Run thence N 70° 49' 58" W, along the South line of said Addition No. 4, a distance of 428.66 feet; continue along said South line, S 89° 01' 18" W a distance of 494.99 feet to the Southwest corner of said Addition No. 4; Run thence N 60° 45' 13" W, a distance of 61.84 feet to the Southeasterly corner of Lot 1 of Lake Cecile Park Addition No. 1 as recorded in Plat Book 1, page 321, of aforesaid Public Records; run thence Northwesterly, along A 450.69 feet radius curve concave to the Northeast, 67.43 feet (chord bearing N 59° 52' 24" W; Chord = 67.37 feet) to the end of said curve; continue along the South line of said Addition No. 1, N 55° 03' 36" W a distance of 185.11 feet to the point of beginning.

And to promote the health, safety, and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association by recording an Amendment to the Declaration of Covenants, Conditions and Restrictions in the public records of Osceola County, Florida, and 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 that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration," applicable to the property and recorded or to be recorded in the public records of Osceola County, Florida, and as the same may be amended from time to time as therein provided, the 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, and with the assent of two-thirds (2/3) of each class of members to 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. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class or 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, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(g) have the right to grant permits, licences, and easements over the Common Areas for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance or operation of the property;

(h) have the reasonable right to enter upon any Lot to make emergency repairs or to do other work reasonably necessary for proper maintenance of Lots of Common Areas;

(i) 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 thereafter have or exercise.

#### 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 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. 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 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 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 and shall be entitled to four (4) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever first occurs:

(a) Seventy-five percent (75%) of the Lots are deeded to owners who are Class A members, or

(b) on December 31, 1992.

#### ARTICLE VII

##### BOARD OF DIRECTORS

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. The number of directors may be changed in accordance with the provisions 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>                                     |
|----------------|----------------------------------------------------|
| Suresh Gupta   | 4219 Vanita Court<br>Winter Springs, Florida 32708 |
| Rohini Gupta   | 4219 Vanita Court<br>Winter Springs, Florida 32708 |
| Anil Deshpande | 4226 Ilene Court<br>Orlando, Florida 32806         |

At the first annual meeting, the members shall elect directors in accordance with the provisions of the By-Laws.

#### ARTICLE VIII

##### 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 non-profit corporation, association, trust, or other organization to be devoted to such similar purposes. This procedure shall be subject to court approval of dissolution pursuant to Florida Statute Section 617.05.

#### ARTICLE IX

##### DURATION

The corporation shall exist perpetually.

#### ARTICLE X

##### AMENDMENTS

Amendments to these Articles shall require the assent of a two-thirds (2/3) vote of the entire membership.

#### ARTICLE XI

##### OFFICERS

(a) The officers of this corporation who shall serve until the first election of their successors are as follows:

President - Suresh Gupta  
Vice President - Anil Deshpande  
Secretary - Rohini Gupta  
Treasurer - Chitra Deshpande

(b) The officers of the Association shall be a President, Vice President, Secretary, and Treasurer, and other officers as the Board may from time to time by resolution create. Officers shall be elected for a one (1) year term in accordance with the procedures set forth by the By-Laws.

## ARTICLE XII

### BY-LAWS

The Board of Directors shall adopt By-Laws consistent with these Articles. Such By-Laws may be amended by the Declarant on its own motion from the date hereof until control is transferred to the members. By-Laws may be amended at a regular or special meeting of the members by a vote of the majority of the quorum of members present in person or by proxy, except that the Federal Housing Administration or Veterans Administration shall have the right to veto amendments while there is a Class B membership.

## ARTICLE XIII

### 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,

## ARTICLE XIV

### SUBSCRIBERS

The names and residences of the subscribers to these Articles are as follows:

| <u>NAME</u>      | <u>ADDRESS</u>                                     |
|------------------|----------------------------------------------------|
| Suresh Gupta     | 4219 Vanita Court<br>Winter Springs, Florida 32708 |
| Rohini Gupta     | 4219 Vanita Court<br>Winter Springs, Florida 32708 |
| Anil Deshpande   | 4226 Ilene Court<br>Orlando, Florida 32806         |
| Chitra Deshpande | 4226 Ilene Court<br>Orlando, Florida 32806         |



IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the subscribers of this Association, have executed these Articles of Incorporation this 28<sup>th</sup> day of February, 1989.

Suresh Gupta  
Suresh Gupta

Rohini Gupta  
Rohini Gupta

Anil Deshpande  
Anil Deshpande

Chitra Deshpande  
Chitra Deshpande

STATE OF FLORIDA  
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of February, 1989, by Suresh Gupta.

Kathy K. Spatrnick  
Notary Public

My Commission Expires:

Notary Public, State of Florida

My Commission Expires Oct. 24, 1989

Bonded thru Tary Tain Insurance Inc.

STATE OF FLORIDA  
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of February, 1989, by Rohini Gupta.

Kathy K. Spatrnick  
Notary Public

My Commission Expires:

Notary Public, State of Florida

My Commission Expires Oct. 24, 1989

Bonded thru Tary Tain Insurance Inc.

STATE OF FLORIDA  
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of February, 1989, by Anil Deshpande.

Kathy K. Spatrnick  
Notary Public

My Commission Expires:

Notary Public, State of Florida

My Commission Expires Oct. 24, 1989

Bonded thru Tary Tain Insurance Inc.

STATE OF FLORIDA  
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of February, 1989, by Chitra Deshpande.

Kathy K. Spatrnick  
Notary Public

My Commission Expires:

Notary Public, State of Florida

My Commission Expires Oct. 24, 1989

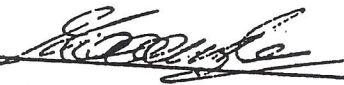
Bonded thru Tary Tain Insurance Inc.

CERTIFICATE OF DESIGNATING PLACE OF BUSINESS OR  
DOMICILE FOR THE SERVICES OF PROCESS WITHIN FLORIDA,  
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES,  
THE FOLLOWING IS SUBMITTED:

MONTIGO BAY HOMEOWNERS' ASSOCIATION, INC. DESIRING TO  
ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA  
WITH ITS PRINCIPAL PLACE OF BUSINESS AT THE CITY OF WINTER  
SPRINGS, FLORIDA, HAS NAMED SURESH GUPTA, LOCATED AT 4219  
VANITA COURT, WINTER SPRINGS, FLORIDA, 32708, SEMINOLE  
COUNTY, AS ITS AGENT TO ACCEPT SERVICE OF PROCESS WITHIN  
FLORIDA.

MONTIGO BAY HOMEOWNERS'  
ASSOCIATION, INC.

BY: 

Its: President

DATED: Feb 28<sup>th</sup> 1989

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 PROPER AND COMPLETE PERFORMANCE OF MY  
DUTIES.

  
Suresh Gupta  
Registered Agent

DATED: Feb 28<sup>th</sup> 1989

FILED  
JAN 14 PM 12:09  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA