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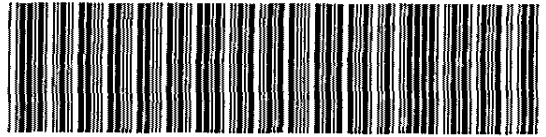
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DATE: 10-04-04

NAME: Wesmere Cove Property Owners Assoc, Inc

TYPE OF FILING: ARTICLES OF INC.

COST: \$70

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ACCOUNT: FCA000000015

AUTHORIZATION: ABBIE/PAUL HODGE

A handwritten signature in cursive script, appearing to read "A. Hodge", is written over the printed name "ABBIE/PAUL HODGE".

ARTICLES OF INCORPORATION  
OF  
WESMERE COVE PROPERTY OWNERS ASSOCIATION, INC.

FILED  
04 OCT -4 AM 11:51  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

By these Articles of Incorporation, the undersigned Subscriber forms a corporation not for profit in accordance with Chapter 617, Florida Statutes, and pursuant to the following provisions ("these Articles"):

**ARTICLE I**

**NAME**

The name of the corporation shall be WESMERE COVE PROPERTY OWNERS ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association."

**ARTICLE II**

**DURATION**

The Association shall exist perpetually unless and until dissolved according to law. Corporate existence of the Association shall commence upon the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida.

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved in writing by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

**ARTICLE III**

**DEFINITIONS**

All terms used in these Articles shall have the same meaning as are attributed to them in the Declaration (defined below), including, but not limited to, the following definitions:

In addition, the following words shall have the definitions set forth below for purposes of these Articles:

3.1 "Association" shall mean and refer to Wesmere Cove Property Owners Association, Inc., a corporation not-for-profit or its successors and assigns.

3.2 "Common Expenses" shall mean and refer to the actual and estimated expenses of operating the Association and meeting the costs incurred or to be incurred relative to performance of the duties of the Association, including without limitation, the costs incurred for

operation, maintenance and improvement of any Common Property, including any reserves established by the Association pursuant to the Declaration, the Bylaws and these Articles of Incorporation of the Association.

3.3 "Common Property" "Common Property" shall mean and refer to all real property and any improvements made thereto or located thereon, and all personal property, from time to time intended to be devoted to the use and enjoyment of all Members of the Association and maintained and operated by the Association at Common Expense, which shall consist of the "Surface Water and Stormwater Management System" located within the Property. As used herein the "Surface Water and Stormwater Management System" means, and shall mean, the system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharge from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, Florida Administrative Code. Included within the definition of Surface Water and Stormwater Management System are the water management and retention tracts within the Property, as well as any and all easements, swales, ponds, lakes, tracts, parcels structures, equipment, or facilities which are located on Property and required as a part of the Surface Water or Stormwater Management System, and/or which are required or permitted pursuant to the Permit or any other stormwater or surface water construction, operation or management permits issued with regard to the Property or any Parcel or portion thereof by SJRWMD. Additionally included within the definition of Surface Water and Stormwater Management Systems is the water quality monitoring station network established pursuant to the Development Order.

3.4 "Declarant" shall mean and refer to, collectively, Wesmere Cove Partners, Ltd., a Florida limited partnership, Southeastern Development Lands Wesmere Multifamily, L.L.C., a Florida limited liability company, and Southeastern Development Lands Wesmere Commercial, L.L.C., a Florida limited liability company, and their permitted successors and assigns. No successor or assignee of the Declarant shall have any rights or obligations of the Declarant hereunder unless such rights and obligations are specifically set forth in the instrument of succession or assignment or unless such rights pass by operation of law.

3.5 "Declaration" shall mean and refer to that certain Declaration of Covenants and Restrictions for Wesmere Cove, dated \_\_\_\_\_, 2004 and recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, Public Records of Orange County, Florida.

3.6 "Member" shall mean and refer to each Owner who is a Member of the Association as provided in Article III, Section 2 of the Declaration.

3.7 "Owner" shall mean and refer to the record holder, whether one or more persons or entities, of fee simple title to each Parcel or portion thereof included from time to time in the Property; but, notwithstanding any applicable theory of the law of mortgages, Owner shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure proceeding or by conveyance in lieu of foreclosure. Every Owner shall be treated for all purposes as a single Owner for each Parcel or portion thereof owned, irrespective of whether such ownership is joint, in common, or tenancy by the entirety.

3.8 "Property" shall collectively mean and refer to the real property described on Exhibits "A", "B", and "C" attached to the Declaration.

3.9 "Parcel" shall mean and refer to each of the Multifamily Property, the Commercial Property and the Partners Property.

3.10 "SJRWMD" shall mean and refer to the St. Johns River Water Management District.

#### **ARTICLE IV**

##### **PRINCIPAL OFFICE**

The principal office of the Association is located at 1551 Sandspur Road, Maitland, Florida 32751.

#### **ARTICLE V**

##### **REGISTERED OFFICE AND AGENT**

B&C Corporate Services of Central Florida, Inc., a Florida corporation, whose address is 390 North Orange Avenue, Suite 1100, Orlando, Florida 32801, is hereby appointed the initial registered agent of the Association and the registered office shall be at said address.

#### **ARTICLE VI**

##### **PURPOSE AND POWERS OF THE ASSOCIATION**

The Association shall not pay dividends and no part of any income of the Association shall be distributed to its Members, directors or officers. The Association is formed to provide for, among other things, the improvement, maintenance, preservation and architectural control of the Property and to promote the recreation, health, safety and welfare of the Owners. The Association shall have all the powers of a nonprofit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in these Articles, the By-laws, or the Declaration. The Association shall have the power and duty to do any and all lawful things which may be authorized, assigned, required or permitted to be done by the Declaration, any Supplemental Declaration, these Articles and the By-laws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the maintenance, administration and improvement of the Property. Unless otherwise specifically prohibited, any and all functions, duties and powers of the Association shall be fully transferable, in whole or in part, to any developer, management agent, governmental unit, public body, or similar entity. Any instrument effecting such a transfer shall specify the duration thereof and the means of revocation.

The Association shall operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the St. Johns River Water Management District permit no. \_\_\_\_\_ requirements and applicable District rules, and shall assist in the enforcement of the Declaration of Covenants and Restrictions which relate to the surface water or stormwater management system.

The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.

## **ARTICLE VII**

### **MEMBERSHIP**

Each Owner, including the Declarant, shall be a Member of the Association. Any person or entity who holds any interest merely as a security for the performance of any obligation shall not be a Member. The Association membership of each Owner shall be appurtenant to the Lot giving rise to such membership, and shall not be transferred except upon the transfer of title to said Lot and then only to the transferee of title thereto. Any prohibited separate transfer shall be void. Any transfer of title shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof.

## **ARTICLE VIII**

### **VOTING RIGHTS**

8.1 Voting Rights. The Association shall have two (2) classes of voting membership:

(a) Class "A". Class "A" Members shall be all Owners, with the exception of the Declarant. Each Class A Member shall be entitled on all issues to one (1) vote for each one tenth (1/10) of an acre of land located outside the limits of freshwater marsh, forested-mixed wetland areas and stormwater retention areas (calculated to the nearest one tenth (1/10) of an acre) owned by such Member in the Property. In the case of condominiums, the land area submitted to condominium shall be allocated among the unit owners in proportion to their ownership of the common elements of the condominium.

(b) Class "B". The Class "B" Member shall be the Declarant and any successor of the Declarant who takes title to one or more Lots for the purpose of development and sale and to whom the Declarant assigns in recorded writing one or more of the Class B votes. The Class B Member shall be entitled to four (4) votes for each one tenth (1/10) of an acre of land located outside the limits of freshwater marsh, forested-mixed wetland areas and stormwater retention areas (calculated to the nearest one tenth (1/10) of an acre) owned by the Declarant or by the aforementioned successors of the Declarant, eligible for annexation to the scheme of this Declaration, and not committed to an independent scheme of development. The Class B membership shall terminate and become converted to Class A membership upon the happening of the earlier of:

- (i) When the total outstanding Class "A" votes equal the total outstanding Class "B" votes; or
- (ii) Twenty (20) years from the date of recording the Declaration; or
- (iii) When, in its discretion, the Declarant so determines.

From and after the happening of any one of these events, the Declarant shall call a meeting as provided in the By-laws for special meetings to advise the Association membership of the termination of Class "B" membership status.

8.2 Declarant Veto Power. From and after the termination of the Class B membership, the Declarant shall have a veto power over all actions of the Association and the Board of Directors of the Association. This power shall expire when the Class A vote, other than that held by the Declarant, equals ninety percent (90%) of the total membership vote of the Association, or December 31, 20\_\_, whichever occurs first. The veto shall be exercised as follows:

No action authorized by the Association or the Board of Directors shall become effective, nor shall any action, policy or program be implemented, until and unless:

(i) Declarant shall have been given written notice of each meeting of the Members and of the Board of Directors by certified mail, return receipt requested or by personal delivery, at the address it has registered from time to time with the Secretary of the Association, which notice otherwise complies with the terms of the Bylaws as to regular and special meetings of the Members and Board of Directors, and which notice shall set forth with reasonable particularity the agenda to be followed at said meeting; and

(ii) Declarant shall have been given the opportunity at each such meeting, if Declarant so desires, to join in, or to have its representatives or agents join in, discussion of any prospective action, policy or program to be implemented by the Board or the Association. Declarant and its representatives or agents may make its concerns and suggestions known to the Members of the Association or of the Board. At such meeting Declarant shall have, and is hereby granted, a veto power over any such action, policy or program authorized by the Board of Directors, the Association officers, or Association membership, and to be taken by said Board, the officers or agents of the Association, or any individual Member of the Association (if Association or Board approval is necessary for said Member's action). Except as set forth in subsection (iii) below, the Declarant veto must be exercised by Declarant, its representatives, or agents at or before the meeting to consider propose action. The veto power shall not include the authority to require any affirmative action on behalf of he Board or the Association; and

(iii) If any action, policy or program is to be implemented by prior consent without the formality of a meeting, then Declarant shall be provided a written notice and description of the proposed action, policy or program at least ten (10) days in advance of such implementation, and Declarant shall have ten (10) days after receipt of such notice to exercise its veto.

8.3 Multiple Owners. Each vote in the Association must be cast as a single vote, and fractional votes shall not be allowed. In the event that joint or multiple owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner or Owners cast a vote on behalf of a particular Lot, it shall thereafter be conclusively presumed for all purposes that he was or they were acting with the authority and consent of all Owners thereof. In the event more than one vote is cast for a particular Lot, none of said votes shall be counted and said votes shall be deemed void.

## ARTICLE IX

### BOARD OF DIRECTORS

The affairs of the Association shall be managed by a board of five (5) directors who need not be Members. The initial Board shall be comprised of five (5) members, but may be enlarged to as many as nine (9) members by amendment to these Articles; provided that there shall always be an odd number of directorships created. The names and addresses of persons who are to act in the capacity of directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
Dean C. Price II	1551 Sandspur Road Maitland, FL 32751
Paul Missigman	1551 Sandspur Road Maitland, FL 32751
Michael J. Sciarrino	1551 Sandspur Road Maitland, FL 32751
Jay P. Brock	1551 Sandspur Road Maitland, FL 32751
Tricia Doody	1551 Sandspur Road Maitland, FL 32751

Members shall elect the directors for staggered terms of three (3) years each. To create the staggered terms, the post held by Tricia Doody shall become vacant at the first annual meeting of the Members and the said post shall be filled at that said meeting. At the second annual meeting of the Members, the post held by Jay P. Brock shall be deemed vacant and a successor director shall be elected. The post held by Michael J. Sciarrino shall be deemed vacant at the third annual meeting of the Members and a successor director shall be elected at that meeting. All successor directors shall serve for terms of three (3) years each. In the event that the number of Members of the Board of Directors is changed, such change in number shall be implemented in such a manner as to have as nearly equal in number as possible the number of



directors whose terms expire in any given year. All directorships shall expire during any given three (3) year period.

## ARTICLE X

### OFFICERS

The affairs of the Association shall be administered by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at the first meeting, and they shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>OFFICE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	<u>Michael J. Sciarrino</u>	1551 Sandspur Road Maitland, FL 32751
Vice President	<u>Dean C. Price II</u>	1551 Sandspur Road Maitland, FL 32751
Vice President	<u>Jay P. Brock</u>	1551 Sandspur Road Maitland, FL 32751
Vice President	<u>Tricia Doody</u>	1551 Sandspur Road Maitland, FL 32751
Secretary	<u>Paul Missigman</u>	1551 Sandspur Road Maitland, FL 32751
Treasurer	<u>Paul Missigman</u>	1551 Sandspur Road Maitland, FL 32751

## ARTICLE XI

### INDEMNIFICATION

11.1 Every director and every 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 proceeding whether civil, criminal, administrative or investigative, or any settlement of any proceeding, or any appeal from such proceeding 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, or having served at the Association's request as a director or officer of any other corporation, whether or not he is a director or officer at the time such expenses are incurred, regardless of by whom the proceeding was brought, except in relation to matters as to which any such director or officer shall be adjudged liable for gross negligence or willful misconduct, provided that in the event of a settlement, the indemnification shall apply

only when the Board of Directors of the Association approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

11.2 Expenses incurred in defending a suit or proceeding whether civil, criminal, administrative or investigative may be paid by the Association in advance of the final disposition of such action, suit or proceeding if authorized by all of the non-interested directors upon receipt of an undertaking by or on behalf of the director or officer to repay such amount if it shall ultimately be determined that he is not to be indemnified by the Association as authorized by these Articles of Incorporation.

11.3 The Association shall have the power to purchase at its expense and maintain insurance on behalf of any person who is or was a director or officer of the Association, or is or was serving at the request of the Association as a director or officer of another association, against any liability asserted against him/her and incurred by him/her in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him/her against such liability under the provisions of these Articles.

## **ARTICLE XII**

### **BYLAWS**

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

## **ARTICLE XIII**

### **ADDITIONAL PROPERTY**

Additional property may be added from time to time to the Property in accordance with the Declaration. When made, the additions shall extend the jurisdiction, functions, duties and membership of the Association to such additional property.

The Association and each Member must accept as members the Owners of all Lots where the instrument hereafter annexing the Additional Property to the jurisdiction of the Association provides that the Owners of the Lots located therein are intended to be Members of the Association and that the Association is intended to have jurisdiction over them.

## **ARTICLE XIV**

### **AMENDMENTS**

Amendments to these Articles of Incorporation shall be made in the following manner:

14.1 Resolution. The Board of Directors shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the annual or a special meeting.

14.2 Notice. Within the time and in the manner provided in the Bylaws for the giving of notice of meetings of Members, written notice setting forth the proposed amendment or a summary of the changes to be affected thereby shall be given to each Member of record entitled to vote thereon. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

14.3 Vote. At such meeting, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote or written consent of a majority of the votes of Members entitled to vote thereon as a class and the affirmative vote of a majority of the votes of all Members entitled to vote thereon.

14.4 Multiple Amendments. Any number of amendments may be submitted to the Members and voted upon by them at one meeting.

14.5 Agreement. If all of the Directors and all of the Members eligible to vote sign a written statement manifesting their intention that an amendment to these Articles be adopted, then the amendment shall thereby be adopted as though subsection 8.1 through 8.3 had been satisfied.

14.6 Action Without Directors. The Members may amend these Articles without an act of the directors at a meeting for which notice of the changes to be made are given.

14.7 Limitations. No amendment shall make any changes in the qualifications for Members nor the voting rights of Members without approval in writing by all Members. No amendment shall be made that is in conflict with the Declaration.

14.8 Filing. A copy of each amendment shall be certified by the Secretary of State, State of Florida, and be recorded in the Public Records of Orange County, Florida.

## ARTICLE XV

### SUBSCRIBER

The name and address of the Subscriber to these Articles of Incorporation is as follows:

#### NAME

Dean C. Price II

#### ADDRESS

1551 Sandspur Road  
Maitland, FL 32751

## ARTICLE XVI

### NONSTOCK CORPORATION

The Association is organized on a nonstock basis and shall not issue shares of stock evidencing membership in the Association; provided, however, that membership in the

Association may be evidenced by a certificate of membership which shall contain a statement that the Association is a corporation not for profit.

IN WITNESS WHEREOF, the undersigned Subscriber has caused these presents to be executed as of the \_\_\_\_\_ day of September, 2004.

Signed, sealed and delivered  
in the presence of:

Peggy A Baker  
Print Name: PEGGY A. BAKER

Dean C Price II  
Dean C. Price II

Mary Ellen Carmack  
Print Name: Mary Ellen Carmack

STATE OF FLORIDA  
COUNTY OF

The foregoing instrument was executed and acknowledged before me this \_\_\_\_\_ day of September, 2004, by Dean C. Price II. He is personally known to me or has produced \_\_\_\_\_ as identification and who did/did not take an oath.

Mary Ellen Carmack  
Notary Public, State of Florida

Mary Ellen Carmack  
Printed Name of Notary  
Commission No. \_\_\_\_\_  
My commission expires:

MARY ELLEN CARMACK  
Notary Public, State of Florida  
My Comm. Expires Feb. 12, 2006  
Comm. No. JD 093695

**CERTIFICATE DESIGNATING  
REGISTERED AGENT FOR SERVICE OF PROCESS**

Pursuant to Chapters 48 and 617, Florida Statutes, the following is submitted in compliance with said Acts.

WESMERE COVE HOMEOWNERS ASSOCIATION, INC., desiring to organize as a corporation under the laws of the State of Florida, with its registered office at 390 North Orange Avenue, Suite 1100, Orlando, Florida, 32801, has named B&C Corporate Services of Central Florida, Inc., a Florida corporation, located at the above-registered office, as its Registered Agent to accept service of process within the State.

**ACKNOWLEDGEMENT**

Having been named to accept service of process for the above-stated corporation at the place designated in this Certificate, I hereby accept to act in this capacity and agree with the provisions of said Acts relative to keeping open said office.

**B&C CORPORATE SERVICES OF CENTRAL  
FLORIDA, INC.,** a Florida corporation

By: \_\_\_\_\_

Robyn L. Noren, Vice President

Dated: \_\_\_\_\_

10/1/04

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