

N99000003066



THE UNITED STATES CORPORATION COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 239044 7184265

AUTHORIZATION :

COST LIMIT : \$ PREPAID

ORDER DATE : May 13, 1999

ORDER TIME : 11:36 AM

ORDER NO. : 239044-005

CUSTOMER NO: 7184265

CUSTOMER: Gloria J. Joyal, Secretary  
BRUDNY & RABIN, P.A.  
BRUDNY & RABIN, P.A.  
Suite 985  
4830 West Kennedy Boulevard  
Tampa, FL 33609-2574

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-05/13/99--01076--006  
\*\*\*\*\*70.00 \*\*\*\*\*70.00

DOMESTIC FILING

NAME: WATER'S EDGE AT HERON COVE  
HOMEOWNERS' ASSOCIATION, INC.

EFFECTIVE DATE:

XX ARTICLES OF INCORPORATION  
       CERTIFICATE OF LIMITED PARTNERSHIP

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

       CERTIFIED COPY  
XX PLAIN STAMPED COPY  
       CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Jeanine Reynolds

EXAMINER'S INITIALS:

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

99 MAY 13 AM 9:24

FILED

DMC  
5/17/99

99 MAY 18 PM 12:53

RECORDED

~~w99-11318~~



FLORIDA DEPARTMENT OF STATE  
Katherine Harris  
Secretary of State

May 13, 1999

CSC NETWORKS  
1201 HAYS ST  
TALLAHASSEE, FL 32301

SUBJECT: WATER'S EDGE AT HERON COVE HOMEOWNERS'  
ASSOCIATION, INC.  
Ref. Number: W99000011318

**RESUBMIT**  
Please give original  
submission date as file date.

We have received your document for WATER'S EDGE AT HERON COVE HOMEOWNERS' ASSOCIATION, INC. and your check(s) totaling \$70.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The document must contain written acceptance by the registered agent, (i.e. "I hereby am familiar with and accept the duties and responsibilities as Registered Agent.)

The registered agent must sign accepting the designation.

Please return the original and one copy of your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6915.

Pamela Hall  
Document Specialist

Letter Number: 299A00026474

OFFICE OF THE SECRETARY OF STATE  
CORPORATION DIVISION  
TALLAHASSEE, FLORIDA 32314

RECEIVED  
99 MAY 17 AM 10:09

Prepared by and Return to:  
Bennett L. Rabin, Esquire  
Brudny & Rabin, P.A.  
18167 U.S. Highway 19 N, Suite 195  
Clearwater, Florida 33764-6566

**FILED**

99 MAY 13 AM 9:24

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**ARTICLES OF INCORPORATION OF  
WATER'S EDGE AT HERON COVE HOMEOWNERS' ASSOCIATION, INC.  
A NOT-FOR-PROFIT FLORIDA CORPORATION**

In compliance with the requirements of the Florida Statutes, the undersigned has executed these Articles of Incorporation for the purpose of forming a corporation not for profit and does hereby certify:

**ARTICLE I  
Name of Corporation**

The name of this corporation is: WATER'S EDGE AT HERON COVE HOMEOWNERS' ASSOCIATION, INC. ("Association").

**ARTICLE II  
Principal Office**

The principal office of the Corporation is located at 2047A Osprey Lane, Lutz, Florida 33549.

**ARTICLE III  
Purpose**

This Corporation 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 Areas and Lots of WATER'S EDGE AT HERON COVE (as defined in THE DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS for WATER'S EDGE AT HERON COVE referred to hereinafter as the "Declaration") and to provide, according to the provisions of the Declaration, and within that certain property as shown and described in that subdivision plat to be recorded among the public records of Pasco County, Florida, to wit:

WATER'S EDGE AT HERON COVE, according to  
the plat thereof to be recorded among the Public  
Records of Pasco County, Florida

and such other property lying and being situate in Pasco County, Florida, being more specifically described in **Exhibit "A"** attached hereto which may, from time to time, be subject to the provisions of the Declaration, for the promotion of the health, safety, and welfare of the residents within the above-described subdivision, and any additions thereto as may hereafter be subject to the terms and conditions of the Declaration, and in furtherance of these purposes, 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, as same may be amended from time to time as therein provided, said Declaration being incorporated herein by reference as though set forth in its entirety herein;

B. To make, establish and enforce rules and regulations governing the use of the Common Areas;

C. Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of said Declaration; to pay all expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against any property of the Association, and, to use and expend the proceeds of regular and special assessments in the exercise of its powers and duties hereunder;

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 real or personal property in connection with the affairs of the Association;

E. Borrow money, and with the assent of seventy-five percent (75%) of those voting in each Class of Members, mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

F. Dedicate, sell or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be provided in the Declaration;

G. Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, provided, however, that any such merger or consolidation shall have the assent of seventy-five percent (75%) of those voting in each Class of Members.

H. Enforce by legal means the obligations of the Members of the Association and the provisions of the Declaration.

I. Have and exercise any and all lawful business for which corporations may be incorporated under the Laws of the United States and the State of Florida.

J. The Association is organized and shall be operated exclusively for the purposes set forth above. The activities of the Association will be financed by regular and special assessments against Members as provided in the Declaration and no part of any net earnings of the Association will inure to the benefit of any Member.

#### ARTICLE IV Members

Every person or entity who is a record Owner of a fee or undivided fee interest in any Residential Lot which is subject to the terms and conditions of the Declaration, as amended from time to time, 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.

Transfers of membership in the Association shall be made on the books of the corporation and shall be established by recording among the Public Records of Pasco County, Florida, a deed or other instrument establishing or transferring fee simple title to a Lot subject to the terms and conditions of the Declaration, as amended from time to time. Thereupon, the transferor's membership in the Association shall automatically terminate.

#### ARTICLE V Duration

The period of duration of this Association shall be perpetual.

#### ARTICLE VI Incorporator

The name and address of the incorporator is:

Edna Van Dorsten  
2047A Osprey Lane  
Lutz, Florida 33549

#### ARTICLE VII Directors

The affairs and property of this corporation shall be managed and governed by a Board of Directors composed of not less than three (3) nor more than five (5) persons who shall be Members of the Association except as provided below. The first Board of Directors shall have three (3) members, and in the future that number will be determined from time to time in accordance with the provisions of the By-Laws.

The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

Neal Van Dorsten  
2047A Osprey Lane  
Lutz, Florida 33549,

Edna Van Dorsten  
2047A Osprey Lane  
Lutz, Florida 33549,

Ronald King  
2047 A Osprey Lane  
Lutz, Florida 33549.

The first members of the Board, who shall be appointed by the Developer and need not be Members of the Association, shall be the Board of Directors of the Association until the possible addition of a member by the appointment of a lot owner, and the Turnover Date more particularly described in the Declaration. Thereafter, the Association Members shall elect Board members in accordance with the provisions of the By-Laws.

#### ARTICLE VIII Officers

The officers of this Association shall be a President and a Vice President, who shall at all times be members of the Board of Directors, a Secretary, a Treasurer and such other officers as the Board may from time to time by resolution determine. The election of officers shall take place at the first meeting of the Board of Directors which shall follow each annual meeting of the Members. The names of the officers who are to serve until the first election or appointments are:

Edna Van Dorsten, President, Treasurer  
Neal Van Dorsten, Vice-President, Secretary

#### ARTICLE IX Liability

No officer, Director or Member of the Association shall be or become personally liable for any debt or other obligation of this corporation except as provided in the Declaration, these Articles of Incorporation, and the Bylaws of the Association.

#### ARTICLE X Indemnification

Every Director and officer of the Association, and every Member of the Association serving the Association at its request, 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 or any settlement of any 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 by reason of his serving or having served the Association at its request, whether or not he is a Director or officer or is serving at the time the expenses or liabilities are incurred; provided that in the event of a settlement before entry of judgment, and also when the person concerned is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification

shall apply only when the Board of Directors approves the settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which that person may be entitled.

## ARTICLE XI By-Laws

The By-Laws of the Association may be made, altered or rescinded at any annual meeting of the Association, or at any special meeting duly called for such purpose, on the affirmative vote of seventy-five (75%) of the voting members of each Class of Members existing at the time of such meeting, except that the initial By-Laws of the Association shall be made and adopted by the Board of Directors.

## ARTICLE XII Voting Rights

SECTION 1. Voting Classes. The Association shall have two (2) classes of voting membership. When more than one person holds an interest in any Lot, all such persons shall be Members, and shall enjoy full membership rights, privileges and obligations. The vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any one Lot, and the vote may not be divided among the Owners of any Lot.

CLASS A: Class A Members shall be all Owners of Lots located within the Subdivision (except the Developer) who shall be entitled to one (1) vote for each Residential Lot owned.

CLASS B: Class B Members shall be the Developer (as defined in the Declaration), 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 occurs first (the "Turnover Date"):

1. Three (3) months after seventy five percent (75%) of the total number of Lots or Dwellings located on the property described in Exhibit "A", and which are intended by the Developer to be subject to the jurisdiction of this Association, are deeded to Owners; or
2. On January 1, 2004; or
3. At any time the Developer shall elect, in its sole discretion, to convert the Class B memberships held by it to Class A memberships.

SECTION 2. Developer Voting Rights. Notwithstanding the provisions contained herein with regard to the conversion of Class B membership to Class A membership:

A. Until the Turnover Date described above, the Class B membership shall have the right of veto on all questions coming before the membership which affect the interests of the Developer; and

B. Upon the Turnover Date, the Developer shall become a Class A member with regard to each Lot owned by the Developer, and shall be entitled to one (1) vote for each such Lot on all questions coming before the membership for a vote thereon.

### ARTICLE XIII Termination

The Association may be dissolved with the assent given in writing and signed by the holders of not less than seventy-five percent (75%) of the total number of votes outstanding in each Class of membership, and the necessary consent of the lenders. 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 or private agency to be used for the purposes similar to those for which this Association was created. In the event 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, or distributed to the Members as appurtenances (if real property or any interest therein) to the Members' Lots, subject to any and all applicable liens and encumbrances and restrictions of record.

### ARTICLE XIV Amendment

Proposals for the alteration or amendment of these Articles of Incorporation may be made by any of the following methods:

A. The following process:

1. The Board 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.

2. Written notice setting forth the proposed amendment or a summary of the changes to be effected hereby shall be given to each Member within the time and in the manner provided in the By-Laws for the giving of notice of meetings of Members.

3. At such meeting, a vote of the Members shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of seventy-five percent (75%) of the persons voting in each Class membership. Any number of amendments may be submitted to the Members and voted upon by them at one meeting; or



B. The Members may amend these Articles by an affirmative vote of seventy-five percent (75%) of the persons voting in each Class of membership, at a meeting for which the required notice of the meeting and the proposed amendment has been given pursuant to a Petition of 10% of the members, without action by the Board; or

C. An amendment may be adopted by a written statement signed by all Directors and all Members setting forth their intention that an amendment to the Articles be adopted.

No amendment may be made to the Articles which is inconsistent with the terms, conditions, provisions, rights and obligations set forth in the Declaration.

A copy of each amendment shall be filed with the Secretary of State of the State of Florida.

Notwithstanding the foregoing provisions of this Article XIV, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of Developer, including but not limited to the right to designate and select the Directors as provided in Article VII hereof, without the prior written consent thereof by Developer nor shall there be any amendment to these Articles which shall abridge, alter or modify the rights of any Institutional Mortgagees.

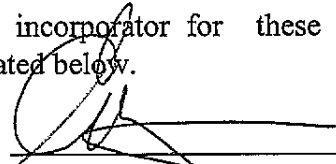
ARTICLE XV  
Non-Stock Corporation

This corporation is organized under a non-stock basis.

ARTICLE XVI  
Registered Agent

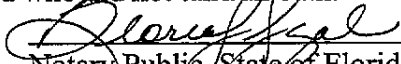
The street address of the initial registered office of the corporation shall be: 2047A Osprey Lane, Lutz, Florida 33549 and the name of the initial registered agent at such address is Edna Van Dorsten.

IN WITNESS WHEREOF, we, the undersigned incorporator for these Articles of Incorporation, has executed these Articles of the date indicated below.

  
\_\_\_\_\_  
Edna Van Dorsten (SEAL)

STATE OF FLORIDA )  
COUNTY OF PASCO )

The foregoing instrument was acknowledged before me this 13 day of May, 1998, by Edna Van Dorsten, who is personally known to me, and who did not take an oath.

  
\_\_\_\_\_  
Notary Public, State of Florida  
GLORIA J. JOYAL  
Printed Name

DESCRIPTION (Water's Edge at Heron Cove Phase 2)

A portion of Section 31, Township 26 South, Range 19 East, Pasco County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 31; thence  $S.00^{\circ}06'58''W.$ , 109.39 feet along the Easterly boundary line of said Section 31 to the Southerly boundary line of a 50 foot perpetual easement for road-way purposes, as recorded in Official Records Book 1814, Page 1617, of the Public Records of said County; thence along said Southerly boundary line, the following six (6) courses:  $N.89^{\circ}27'25''W.$ , 2,600.49 feet; thence  $S.00^{\circ}39'35''W.$ , 10.06 feet; thence  $N.89^{\circ}20'25''W.$ , 320.00 feet; thence  $N.00^{\circ}39'35''E.$ , 10.00 feet; thence  $N.89^{\circ}20'25''W.$ , 1,224.68 feet to the Northeasterly corner of WATER'S EDGE AT HERON COVE SUBDIVISION as recorded in Plat Book 36, Page 145, of the Public Records of Pasco County, Florida; thence along the Northerly and Westerly boundary line of said WATER'S EDGE AT HERON COVE SUBDIVISION the following five (5) courses and five (5) curves: thence continue  $N.89^{\circ}20'25''W.$ , 99.08 feet; thence leaving said Southerly boundary line of said 50 foot perpetual easement,  $S.00^{\circ}39'35''W.$ , 58.36 feet to the beginning of a non-tangent curve concave Southwesterly having a radius of 92.08 feet; thence SOUTHEASTERLY 48.38 feet along the arc of said curve through a central angle of  $30^{\circ}06'06''$  (chord bears  $S.59^{\circ}14'24''E.$ , 47.82 feet); thence  $S.44^{\circ}15'43''E.$ , 29.52 feet to the beginning of a curve concave Westerly having a radius of 18.00 feet; thence SOUTHERLY 27.86 feet along the arc of said curve through a central angle of  $88^{\circ}40'14''$  (chord bears  $S.00^{\circ}04'24''W.$ , 25.16 feet); thence  $S44^{\circ}24'30''W.$ , 89.24 feet to the beginning of a curve concave Southeasterly having a radius of 229.00 feet; thence SOUTHWESTERLY 76.15 feet along the arc of said curve through a central angle of  $19^{\circ}03'14''$  (chord bears  $S.34^{\circ}52'53''W.$ , 75.80 feet); thence  $S.25^{\circ}21'16''W.$ , 175.96 feet to the beginning of a curve concave Southeasterly having a radius of 229.00 feet; thence SOUTHWESTERLY 131.66 feet along the arc of said curve through a central angle of  $32^{\circ}56'28''$  (chord bears  $S.08^{\circ}53'02''W.$ , 129.85 feet) to the beginning of a curve concave Northeasterly having a radius of 2017.00 feet; thence SOUTHEASTERLY 172.39 feet along the arc of said curve through a central angle of  $4^{\circ}53'49''$  (chord bears  $S.10^{\circ}02'06''E.$ , 172.34 feet) to the POINT OF BEGINNING; thence continue along the Northerly and Westerly boundary line of said WATER'S EDGE AT HERON COVE SUBDIVISION the following twelve (12) courses and of six (6) curves; thence  $S.01^{\circ}22'21''E.$ , 153.01 feet along a non-tangent line; thence  $S.25^{\circ}42'54''W.$ , 47.31 feet; thence  $S.47^{\circ}06'30''W.$ , 110.66 feet; thence  $S.69^{\circ}35'28''W.$ , 178.27 feet; thence  $S.28^{\circ}30'33''W.$ , 23.47 feet; thence  $S.50^{\circ}00'29''E.$ , 85.00 feet; thence  $S.20^{\circ}25'23''E.$ , 26.98 feet; thence  $S.58^{\circ}40'48''E.$ , 11.98 feet to the beginning of a curve concave Northeasterly having a radius of 25.00 feet; thence SOUTHEASTERLY 15.87 feet along the arc of said curve through a central angle of  $36^{\circ}22'11''$  (chord bears  $S.76^{\circ}51'53''E.$ , 15.60 feet); thence  $S.51^{\circ}07'30''E.$ , 34.00 feet along a non-tangent line to the beginning of a non-tangent curve concave Southeasterly having a radius of 195.00 feet; thence SOUTHWESTERLY 32.72 feet along the arc of said curve through a central angle of  $09^{\circ}36'46''$  (chord bears  $S.34^{\circ}04'07''W.$ , 32.68 feet); thence  $S.29^{\circ}15'43''W.$ , 74.15 feet to the beginning of a curve concave Southwesterly having a radius of 271.00 feet; thence SOUTHWESTERLY 68.22 feet along the arc of said curve through a central angle of  $14^{\circ}25'23''$  (chord bears  $S.22^{\circ}03'02''W.$ , 68.04 feet) to the beginning of a curve concave Northeasterly having a radius of 25.00 feet; thence

SOUTHEASTERLY 43.71 feet along the arc of said curve through a central angle of  $100^{\circ}09'56''$  (chord bears  $S.35^{\circ}14'37''E.$ , 38.35 feet); thence  $S.85^{\circ}19'35''E.$ , 26.95 feet to the beginning of a curve concave Southwesterly having a radius of 79.00 feet; thence SOUTHEASTERLY 46.88 feet along the arc of said curve through a central angle of  $34^{\circ}00'06''$  (chord bears  $S.68^{\circ}19'32''E.$ , 46.20 feet); thence  $S.51^{\circ}19'29''E.$ , 51.79 feet to the beginning of a curve concave Southwesterly having a radius of 179.00 feet; thence SOUTHEASTERLY 76.62 feet along the arc of said curve through a central angle of  $24^{\circ}31'33''$  (chord bears  $S.39^{\circ}03'42''E.$ , 76.04 feet) to the Westerly and Southerly boundary line of HERON COVE CONDOMINIUM - PROPOSED PHASE PLAN as recorded in Condominium Book 6, Page 15 of the Public Records of Pasco County, Florida; thence along said Westerly and Southerly boundary line the following nine (9) courses and one (1) curve; thence  $S.26^{\circ}47'55''E.$ , 117.66 feet to the beginning of a curve concave Southwesterly having a radius of 229.00 feet; thence SOUTHEASTERLY 107.42 feet along the arc of said curve through a central angle of  $26^{\circ}52'33''$  (chord bears  $S.13^{\circ}21'39''E.$ , 106.43 feet); thence  $S.67^{\circ}59'44''E.$ , 101.58 feet along a non-tangent line; thence  $S.26^{\circ}18'36''W.$ , 11.66 feet; thence  $S.36^{\circ}19'30''W.$ , 61.24 feet; thence  $S.23^{\circ}14'14''W.$ , 122.24 feet; thence  $S.08^{\circ}08'32''W.$ , 58.79 feet; thence  $S.31^{\circ}11'23''W.$ , 54.78 feet; thence  $S.00^{\circ}32'27''W.$ , 52.66 feet; thence  $S.03^{\circ}01'22''W.$ , 63.04 feet; thence leaving said Easterly boundary line,  $N.64^{\circ}18'32''W.$ , 22.31 feet; thence  $N.69^{\circ}10'40''W.$ , 1018.87 feet; thence  $N.00^{\circ}09'51''E.$ , 694.13 feet to the Southerly boundary line of HERON COVE CONDOMINIUM - PROPOSED PHASE PLAN as recorded in Condominium Book 6, Page 15 of the Public Records of Pasco County, Florida; thence along said Southerly boundary line, the following two (2) courses; thence  $S.89^{\circ}50'19''E.$ , 380.46 feet; thence  $N.60^{\circ}39'55''E.$ , 685.92 feet to the POINT OF BEGINNING.

Contains 20.33 acres, More or Less

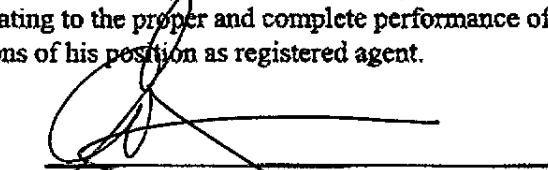
FILED

99 MAY 13 AM 9:23

ACCEPTANCE OF DESIGNATION OF REGISTERED AGENT

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The undersigned, having been named as registered agent and to accept service of process for WATER'S EDGE AT HERON COVE HOMEOWNERS' ASSOCIATION, INC., hereby accepts the appointment as registered agent and agrees to act in such capacity. The undersigned further agrees to comply with the provisions of all statutes relating to the proper and complete performance of his duties and is familiar with and accepts the obligations of his position as registered agent.

  
\_\_\_\_\_  
EDNA VAN DORSTEN