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2004 NOV 29 P 12:51  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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~~6852-1004~~

LAW OFFICE OF COLIN M. CAMERON  
*Attorneys and Counselors at Law*

TELEPHONE 863/763-8600  
FACSIMILE 863/763-2886  
200 N.E. 4TH AVENUE  
OKEECHOBEE, FLORIDA 34972-2981

November 22, 2004

Secretary of State  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314-6327

RE: Edgewater Acres Homeowners Association, Inc.

Dear Sir or Madam:

Enclosed herewith please find the original and one copy of the fully executed Articles of Incorporation and Designated Registered Agent, along with a copy of your return cover letter.

I have enclosed a self-addressed and stamped envelope for you to return the additional copy to our office. Thank you for your prompt attention to this matter.

Sincerely,

  
Colin M. Cameron

CMC:lw

Enclosures



FLORIDA DEPARTMENT OF STATE  
Glenda E. Hood  
Secretary of State

October 27, 2004

LAW OFFICE OF COLIN M. CAMERON  
200 N.E. 4TH AVENUE  
OKEECHOBEE, FL 34972-2981

SUBJECT: EDGEWATER ACRES HOMEOWNERS ASSOCIATION, INC.  
Ref. Number: W04000039397

We have received your document for EDGEWATER ACRES HOMEOWNERS ASSOCIATION, INC.. However, the document has not been filed and is being returned for the following:

You must list the corporation's principal office and/or a mailing address in the document.

An effective date may be added to the Articles of Incorporation if a 2005 date is needed, otherwise the date of receipt will be the file date. A separate article must be added to the Articles of Incorporation for the effective date.

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) 245-6934.

Loria Poole  
Document Specialist  
New Filings Section

Letter Number: 704A00061753

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CORPORATIONS

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION  
OF  
EDGEWATER ACRES HOMEOWNERS ASSOCIATION, INC.  
(a corporation not for profit under the laws of the State of Florida)

The undersigned by these Articles associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes as amended and certify as follows:

ARTICLE I  
Name

The name of the corporation shall be EDGEWATER ACRES HOMEOWNERS ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as "the Association."

ARTICLE II  
Purpose

1. The purpose for which the Association is organized is to provide an entity to own and operate certain lands located in Okeechobee County, Florida, which lands are to be used in common by all of the members of the Association, which membership shall consist of all the property owners at EDGEWATER ACRES. The association shall be responsible for the management of EDGEWATER ACRES in keeping with the terms and conditions as set forth in the "Declaration of Covenants, Conditions and Restrictions for EDGEWATER ACRES", and the enforcement of such covenants.
2. The Association shall make no distributions of income to its members, directors or officers.

ARTICLE III  
Powers and Responsibilities

1. The powers of the Association shall include and be governed by the following provisions:
  - a. The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles.

b. The Association shall have all of the powers and duties set forth in the Declaration of Covenants, Conditions and Restrictions for Edgewater Acres, except as limited by these Articles, and all of the powers and duties reasonably necessary to operate the EDGEWATER ACRES property pursuant to the Declaration of Covenants, Conditions and Restrictions for EDGEWATER ACRES as they may be amended from time to time, including but not limited to the following:

i. To make and collect regular and special assessments against homeowners to defray the costs and expenses of the EDGEWATER ACRES property.

ii. To establish due dates for the payment of both regular and special assessments.

iii. To enforce regular and special assessments and the covenants conditions and restrictions contained in the Declaration, by foreclosure or otherwise.

iv. To use the proceeds of regular or special assessments in the exercise of its powers and duties.

v. To maintain, repair, replace upgrade and operate the property of the Association.

vi. To own and convey property.

vii. To encumber property owned by the Association to defray the costs and expenses of the EDGEWATER ACRES property, including repairs, maintenance, upgrades and capital improvements

viii. To make and collect assessments against homeowners to purchase insurance upon the property of the Association and insurance for the protection of the Association and its members, as well as purchasing casualty covering each of the units in EDGEWATER ACRES in an amount equal to the maximum insurance replacement value, excluding foundation and excavation costs. These insurance costs are to be shown in the operating budget for the Association and such assessments shall be due and payable when billed.

ix. Interest; attorneys fees and costs; application of payments. Assessments and installments on such assessments paid on or before thirty (30) days after the date when due shall not bear interest, but all sums not paid on or before thirty (30) days after the date when due shall bear interest at the highest rate allowable by Florida law from the date when due until paid. All payments upon account shall be first applied to interest, and then to any costs or attorneys fees incurred in connection therewith, and then to the assessment

installment first due.

x. Lien for assessments. The Association shall have the right to file a lien against the property of such homeowner who shall fail to make his required assessment payments. The lien for unpaid assessments shall also secure reasonable attorney's fees and costs incurred by the Association incident to the collection of such assessment or enforcement of such lien.

xi. To sue and be sued.

xii. To reconstruct the improvements after casualty and to further improve the property.

xiii. To make and amend reasonable rules and regulations regarding the use of the property of the Association, subject to the procedures set forth in the By-Laws of the Association.

xiv. To contract for the management and operation of the Association property or any portion thereof and to delegate to such contractors all powers and duties of the Association except such as are specifically required by the Declaration of Covenants, Conditions and Restrictions of EDGEWATER ACRES to have, the approval of the Board of Directors or the membership of the Association.

xv. To employ personnel to perform the services required for proper operation of the Association property. To contract for services to provide any services required for proper operation of the Association property.

c. The Association shall not have the power to purchase a Unit at EDGEWATER ACRES except at sales in foreclosure of liens for assessments, including special assessments, at which sales the Association shall not bid more than the amount secured by its lien, including costs, attorneys fees, and interest to the date of such foreclosure sale.

d. All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration of Covenants, Conditions and Restrictions of Edgewater Acres, these Articles of Incorporation and the By-Laws.

e. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declarations of Covenants, Conditions and Restrictions of Edgewater Acres.

2. The Association shall be responsible for the perpetual maintenance and operation of the surface water management system, including the dry retention areas, until and unless the

maintenance and operation of same shall be assumed by a governmental entity or agency.

3. Until a different amount is fixed by the Board of Directors, the annual assessment per unit shall be \$150.00 per year.

#### ARTICLE IV

##### Members

1. The members of the Association shall consist of all of the record owners of units at EDGEWATER ACRES. Such membership shall be evidenced by delivery of a membership certificate at the time of closing on the Unit; the selling owner shall deliver his membership certification to the buyer at the closing.

2. Change of membership in the Association shall be established by recording in the public records of Okeechobee County, Florida, a Deed or other instrument establishing a record title to a Unit in EDGEWATER ACRES and the delivery to the Association of a certified copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated, at which time the Association shall issue a new membership certificate.

3. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

4. The owner(s) of each Unit shall be entitled to one (1) vote as a member of the Association. The manner of exercising voting rights shall be determined by the By-Laws of the Association.

5. The owner of each Unit shall be entitled to vote in person or by proxy.

#### ARTICLE V

##### Directors

1. The affairs of the Association will be managed by a board consisting of the number of directors as determined by the By-Laws, but not less than three (3) directors, and in the absence of such determination, shall consist of five (5) directors. Directors need not be members of the Association.

2. Except as otherwise provided herein, Directors shall not be permitted to vote by proxy. However, Directors may attend meetings and vote therein by the use of electronic communication means, including but not limited to speaker telephone, video conferencing, the Florida Relay System or similar devices for persons with communication impairments, provided

that all Directors shall be able to communicate with and be understood by all other Directors. The costs, if any, of such electronic communication means shall be borne solely by the Director or Directors utilizing same to attend any meeting.

3. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

4. The first election of directors shall not be held until after the Developer has closed the sales of all of the Units at EDGEWATER ACRES, or until the Developer elects to terminate its control of the Association, whichever shall first occur. The directors named in these Articles shall serve until the first election of directors, and any vacancies in their number occurring before the first election shall be filled by the developer.

5. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

Jon L. Earhart	115 E. Boca Raton Rd Boca Raton, FL 33432
Doug Wohleemuth	2461 S.W. 27 <sup>th</sup> Terrace Ft. Lauderdale, FL 33312
Barry Wilen	4601 Sheridan Street Hollywood, FL 33081

6. The affairs of the Association shall be administered by the officers designated in the By-Laws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The names and addresses of the first officers who shall serve until their successors are designated by the Board of Directors are as follows:

Jon L. Earhart	President/Secretary
Doug Wohleemuth	Vice President/Treasurer

#### ARTICLE VI Indemnification

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 or any settlement of any proceeding to which he may be a party or in which he may be involved by reason of his being or having been a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance of malfeasance in the performance of his duties, provided that in the event of a settlement the indemnification shall apply only when the Board of Directors 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 directors or officers may be entitled.

ARTICLE VII  
By-Laws

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

ARTICLE VIII  
Amendments

Amendments to these Articles of Incorporation shall be proposed and adopted in the following manner:

a. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered. Notice shall be provided to all members by regular mail to their last known address as shown on the records of the Association at least thirty (30) days and not more than sixty (60) days prior to the date of the meeting at which such proposed amendment is to be considered.

b. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by ten (10) or more of the members of the Association. Directors not present in person and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approval must be:

i. by not less than fifty-one (51%) percent of the entire membership of the Board of Directors and by not less than fifty-one (51%) percent of the votes of the entire membership of the Association; or

ii. by not less than sixty-five (65%) percent of the votes of the entire membership of the Association.

Provided, however, that no amendment shall make any changes in the qualifications for membership or the voting rights of members.

ARTICLE IX

Term

The term of the Association shall be perpetual. However, if the Association is dissolved, the property consisting of the surface water management system shall be conveyed to an appropriate agency of local government. If the surface water management system is not accepted or acceptable by an appropriate agency of local government, then the surface water management system must be dedicated to a similar non-profit corporation.

ARTICLE X

Incorporators

The principal address of the Corporation is: 4648 North Highway 441, Okeechobee, FL 34972. The name and address of the incorporator of this Association is as follows:

JON L. EARHART

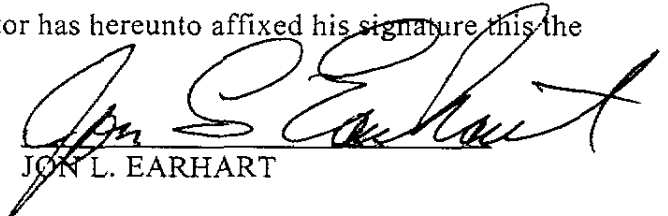
115 East Boca Raton Road  
Boca Raton, FL 33432

ARTICLE XI

Registered Agent and Office

The initial registered office of the corporation shall be located at 200 N.E. 4<sup>th</sup> Avenue, Okeechobee, Florida 33472. The initial Registered Agent at said address shall be Colin M. Cameron.

15 IN WITNESS WHEREOF, the incorporator has hereunto affixed his signature this the day of November 2004.

  
JON L. EARHART

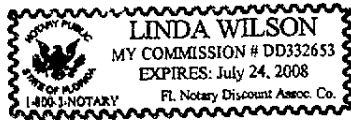
STATE OF FLORIDA  
COUNTY OF OKEECHOBEE

BEFORE ME, the undersigned authority, personally appeared, JON L. EARHART, who, after being first duly sworn, acknowledged before me that he executed the above and foregoing

Articles of Incorporation freely and voluntarily and for the uses and purposes therein expressed.

WITNESS my hand and official seal this 15 day of November, 2004.

Linda Wilson  
NOTARY PUBLIC  
PRINTED NAME: \_\_\_\_\_  
State of Florida, at Large  
My Commission expires: \_\_\_\_\_



CONSENT OF RESIDENT AGENT TO ACCEPT SERVICE

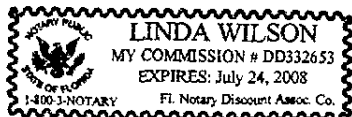
I, COLIN M. CAMERON, hereby agree to be the resident agent for EDGEWATER ACRES HOMEOWNERS ASSOCIATION, INC. and further hereby agree to accept any and all correspondence directed to said corporation and addressed to the registered office at 200 N.E. 4<sup>th</sup> Avenue, Okeechobee, FL 33472.

Colin M. Cameron  
COLIN M. CAMERON

STATE OF FLORIDA  
COUNTY OF OKEECHOBEE

BEFORE ME the undersigned authority duly authorized to administer oaths and take acknowledgments personally appeared, COLIN M. CAMERON, and who after being by me duly cautioned and sworn, deposed and stated that he executed the same for the purposes expressed therein.

SWORN TO and SUBSCRIBED before me this 17 day of November, 2004.



Linda Wilson  
NOTARY PUBLIC  
PRINTED NAME: \_\_\_\_\_  
State of Florida, at Large  
My Commission expires: \_\_\_\_\_

FILED  
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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA