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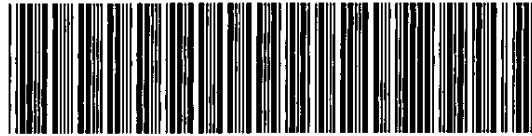
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**Collins, Brown, Caldwell,
Barkett & Garavaglia**

CHARTERED

ATTORNEYS AT LAW

756 BEACHLAND BOULEVARD

VERO BEACH, FLORIDA 32963

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PLEASE REPLY TO:

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*BOARD CERTIFIED IN REAL ESTATE

**MASTER OF LAWS IN TAXATION

***MASTER OF LAWS IN REAL PROPERTY DEVELOPMENT

^BOARD CERTIFIED IN WILLS, TRUSTS, AND ESTATES

^ALSO ADMITTED IN DC AND SC

^ALSO ADMITTED IN AR

June 29, 2006

Via Federal Express

Corporate Records Bureau
Division of Corporations
2661 Executive Center Circle
Tallahassee, Florida 32301

CM# 05-069.002

Phone: (850)245-6052

RE: 4 Lakes Property Owners' Association, Inc.

Dear Sir/Madam:

Enclosed please find an original and one conformed copy of the Articles of Incorporation for the above named corporation. I would appreciate your filing the original with your office and returning the conformed copy, together with your Certificate of Status, to the undersigned at your earliest convenience.

I am also enclosing our check in the amount of \$78.75 covering the following:

Filing Fee	\$ 35.00
Registered Agent Designation	35.00
Certified Copy	8.75

Thank you for your consideration in this matter.

Very truly yours,


Jean Roop, Legal Assistant to
Michael J. Garavaglia

jgr
Enclosures

FILED

ARTICLES OF INCORPORATION

OF

4 LAKES PROPERTY OWNERS' ASSOCIATION, INC.

2006 JUN 30 PM 2:02

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned, acting as incorporator of a non-profit corporation under Chapter 617, Florida Statutes, does hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE I

Name

The name of the corporation (hereinafter referred to as the "Association") is **4 LAKES PROPERTY OWNERS' ASSOCIATION, INC.**

Principal place of business address is 1902 Wilbur Ave, Vero Beach, FL 32960

ARTICLE II

Definitions

The terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration of Covenants, Conditions, Reservations and Restrictions for 4 LAKES SUBDIVISION, to be recorded in the Public Records of Indian River County, Florida ("Declaration"), unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE III

Purpose; Powers

3.1 The specific primary purposes for which the Association is formed are to provide for the maintenance, preservation and architectural control of the residential subdivision and Common Properties within The Properties as same is defined in the Declaration, and such additions thereto as may hereafter be brought within the jurisdiction of the Association for such purpose, and to promote the health, safety and welfare of the residents within the above-referenced property.

3.2 In furtherance of such purposes, the Association shall have the power to:

A. perform all the duties and obligations of the Association as set forth in a certain Declaration of Covenants, Conditions, Reservations and Restrictions (the "Declaration") applicable to said property to be recorded in the public records of Indian River County, Florida, and to administer and enforce the said Declaration;

B. affix, levy and collect, and enforce payment by any lawful means of all charges and assessments pursuant to the terms of the Declaration;

C. pay all expenses in connection therewith, and all office and other expenses incidental to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied on or imposed against the property of the Association;

D. acquire (by gift, purchase or otherwise), own, hold and improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate to public use or otherwise dispose of real and personal property in connection with the affairs of the Association;

E. borrow money and, subject to the consent by a vote or written instrument of a majority of the Members of the Association, mortgage, pledge, 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 Properties to any municipality, public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the Members;

G. participate in mergers and consolidations and common ownership with other non-profit corporations organized for the same or similar purposes, or annex additional property; and

H. have and exercise any and all powers, rights and privileges that a non-profit corporation organized under Chapter 617 and homeowner association under Chapter 720, Florida Statutes, by law may now or hereafter have or exercise.

I. To grant easements on or through the Common Properties or any portion thereof; and

J. To promulgate, amend or enforce rules, regulations, bylaws, covenants, restrictions or agreements to effectuate the purposes for which the Association is organized; and

K. To contract for the management of the Association and to delegate in such contract all or any part of the powers and duties of the Association, and to contract for services to be provided to Owners such as, but not limited to, utilities services; and

L. To purchase insurance upon The Properties or any part thereof and insurance for the protection of the Association, its Officers, Directors and Owners; and

M. To employ personnel and contract with professionals including, but not limited to, attorneys, accountants, architects and engineers to perform the services required for the proper operation of the Association.

N. To appear through its authorized agents before any legislative, judicial, administrative or governmental body concerning matters affecting The Properties and/or the Association.

3.3 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 number 40-061-88747-1 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.

3.4 The activities of the Association will be financed by assessing the Members as provided in the Declaration and no part of any net earnings of the Association will inure to the benefit of any Member. The assessments against Members of the Association shall be adequate for the costs of maintenance and operation of the surface water or stormwater management system.

ARTICLE IV

Membership Voting

4.1 Every person or entity who is a record owner of a fee interest in any Lot which is upon The Properties, including contract sellers, but excluding persons or entities holding title merely as security for performance of an obligation, shall be a Member of the Association.

4.2 Membership shall be appurtenant to and may not be separated from ownership of any Lot or Unit which is subject to assessment by the Association.

4.3 Membership shall be automatically terminated upon a Member being divested of fee simple title to the Lot as evidenced by a warranty deed or other instrument establishing a record title to a Lot recorded in the Public Records of Indian River County, Florida.

4.4 All votes shall be cast by Members in accordance with Article III of the Declaration as the same may be amended from time to time.

ARTICLE V

Term

The period of duration of the Association shall be perpetual commencing upon the filing and acceptance of these Articles of Incorporation with the Secretary of State of the State of Florida.

ARTICLE VI

Subscriber

The name and address of the sole subscriber is:

James D. York 1870 Cobia Drive Vero Beach, FL 32960

ARTICLE VII

Board of Directors

7.1 The affairs of the Association shall be managed by a Board of Directors. The number of persons constituting the Board of Directors shall initially be three (3). The number of Directors may be increased from time to time by the Bylaws, but shall never be more than five (5). The names and addresses of the persons who shall serve as the initial Directors of this Corporation are:

James D. York 1870 Cobia Drive Vero Beach, FL 32960

Daniel E. Dempsey 6910 33rd Street, Vero Beach, FL 32966

Michael Garavaglia 756 Beachland Blvd., Vero Beach, FL 32963

7.2 Members of the Board of Directors need not be Members of the Association.

7.3 Directors of the Association shall be elected at the Annual Meeting of the Members in the manner determined by and subject to the qualifications set forth in the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

7.4 The Developer shall appoint the members of the first Board of Directors who shall hold office for the periods described in the Bylaws.

ARTICLE VIII

Officers

8.1 The affairs of the Association shall be administered by the Officers designated in the Bylaws of the Association. Such Officers shall be elected by the Board of Directors and will serve at the pleasure of the Board of Directors.

8.2 The names of the Officers who are to serve until the first election are:

President James D. York

Vice President Daniel E. Dempsey

Secretary/Treasurer Daniel E. Dempsey

ARTICLE IX

Bylaws

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

ARTICLE X

Transaction in which Directors or Officers are Interested

No contract or transaction between the Association and one or more of its Directors or Officers or between the Association and any other corporation, partnership, association or other organization in which one or more of its officers or directors are Officers or Directors of this Association shall be invalid, void or voidable solely for this reason or solely because the Officer or Director is present at, or participates in, meetings of the board or committee thereof which authorized the contract or transaction, or solely because said Officer's or Director's votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that said Director or Officer may be interested in any such contract or transaction. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

Similarly, no contract or transaction between the Association and any other corporation, partnership, association, or organization in which one or more of the Officers or Directors of this Association may be an employee or have another affiliated relationship shall be invalid, void, or voidable solely because the Officer or Director of this Association serves as an officer, director, employee, principal or is otherwise affiliated with said corporation, partnership, association or other organization which is entering into a contract or transaction with the Association.

ARTICLE XI

Amendments to Articles, Bylaws

11.1 Amendments to these Articles of Incorporation, or Bylaws of the Association, may be proposed by either the Board of Directors of the Association or by any Member of the Association. The Articles, or Bylaws, may be amended at any annual meeting of the Association, or any special meeting duly called and held for such purpose. The approval of any such amendment must be by not less than an affirmative vote of eighty five (85%) of the total membership of the Association.

11.2 Provided, however, that no such amendment shall make any change in the qualifications for membership nor the voting rights of Members, without the approval in writing of all of the Members. Additionally, so long as 4 Lakes, LLC., a Florida corporation, the Developer of the

real property referred to above, or its successors or assigns, is the Owner of a Lot which is subject by covenants of record to assessments by the Association, no otherwise valid amendment shall become effective without the written consent of 4 Lakes, LLC., or its successors or assigns.

11.3 A copy of each amendment to the Articles shall be certified by the Secretary of State, State of Florida, and shall be recorded in the public records of Indian River County, Florida.

11.4 No amendment shall make any changes in the qualifications for membership, nor in the voting rights or property rights of Voting Members or Members, nor any changes in Article III or Article XII of the Articles entitled "Purposes and Powers" and "Indemnification," respectively, without the approval in writing of all Members. No amendment shall be made that is in conflict with the Declaration or Bylaws, nor shall any amendment make changes which would in any way affect the rights, privileges, powers or options herein provided in favor of or reserved to the Developer, or an affiliate of the Developer, unless the Developer shall join in the execution of the amendment. Notwithstanding anything to the contrary contained herein, until Developer has turned over control of the Association as provided in Article III of the Declaration, no amendment to these Articles shall be effective unless the Developer shall consent to and join in the execution of the amendment. No amendment to this Paragraph 11.4 of Article XI shall be effective.

11.5 The Developer may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Developer alone, including, but not limited to, Developer's amendment to correct any scrivener's error as determined by Developer in its sole discretion.

ARTICLE XII

Indemnification

12.1 The Association shall indemnify, hold harmless and defend any person (hereinafter referred to as "Indemnitee") who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, employee, Officer or agent of the Association, including those selected, appointed, or elected by the Developer, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed Indemnitee, that he was grossly negligent or that he acted willfully or wantonly in disregard of the interests of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceeding - by judgment, order, settlement, conviction or upon plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person was grossly negligent or that he acted willfully or wantonly in disregard of the interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

12.2 To the extent that a Director, Officer, employee or agent of the Association is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding whether civil, criminal, administrative or investigative by reason of the fact that he is or was a Director, Officer, employee or agent of the Association, including those selected, appointed, or elected by the Developer, the Association hereby agrees to defend and provide counsel to such Indemnitee and shall advance all attorneys fees and costs at all pretrial, trial and appellate levels. In the event retainers for attorneys' fees and/or costs are necessary to be provided, the Association shall advance such retainers, as well as having full responsibility for payment of attorneys' fees and costs that may be billed or otherwise become due during the pendency of any action, suit or proceeding or in advance of same in the event such action, suit or proceeding is threatened. The Indemnitee shall have the right of reasonable approval of any attorneys proposed to represent said Indemnitee. The agreement to defend provided for in this section shall be in addition and not in lieu of such other rights of reimbursement, indemnification and hold harmless provisions existing under this Article or any other provisions of the Articles and Bylaws of the Association, the Declaration and as elsewhere provided by law.

12.3 To the extent that a Director, Officer, employee or agent of the Association including those selected, appointed, or elected by the Developer, has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Paragraph 12.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys, fees and appellate attorneys fees) actually and reasonably incurred by him in connection therewith. Any costs or expenses incurred by the Association in implementing any of the provisions of this Article XII shall be fully assessable against Owners as common expenses of the Association.

12.4 Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding, as provided hereinabove, by or on behalf of the affected Director, Officer, employee or agent, including those selected, appointed, or elected by the Developer, to repay such amount unless it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized in this Article XII, in which event, the Indemnitee shall reimburse the Association for all attorneys' fees and costs advanced by it on behalf of the Indemnitee.

12.5 The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaws, agreement, vote of Members, Florida law, or otherwise, and shall continue as to a person who has ceased to be a Director, Officer, employee or agent, including those selected, appointed, or elected by the Developer, and shall inure to the benefit of the heirs and personal representatives of such person.

12.6 The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee or agent of the Association, including those selected, appointed, or elected by the Developer, or is or was serving, at the request of the Association, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in

any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

12.7 Anything to the contrary herein notwithstanding, the provisions of this Article XII may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

ARTICLE XIII

Self Dealing - Validity of Agreement and Waiver of Claims

13.1 No contract, agreement or undertaking of any sort between or among the Association, Directors, Officers, Members or the Developer shall be invalidated or affected by reason that any of them hold the same or similar positions with another condominium, homeowners or property owners association within The Properties or that they are financially interested in the transaction or that they are employed by Developer or Developer's affiliates.

13.2 No contract, agreement or undertaking of any sort between the Association and any entity or individual shall be invalidated or affected by reason that the Association, its Directors, Officers, the Developer, its agents or employees hold a financial interest in or with the individual or entity.

13.3 By acquisition of a Lot or Unit, or any interest therein, within The Properties, each and every individual or entity, of whatsoever kind or nature, thereby waives any claim for damages or other relief grounded in tort, contract, equity or otherwise arising out of the negotiation, execution, performance and enforcement of contracts, agreements or undertakings described above, that may accrue at the time of purchase or thereafter against the Association, its Directors, Officers, Members, the Developer, Developer's affiliates, its agents or employees.

ARTICLE XIV

Registered Office

The initial registered office of the Corporation shall be located at 756 Beachland Boulevard, Vero Beach, Florida, 32963. The initial registered agent of the Corporation at that address shall be Michael J. Garavaglia, Esquire.

ARTICLE XV

Dissolution

On dissolution, the assets of the Association shall be distributed to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event such distribution is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization organized and operated for such similar purposes. 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 by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

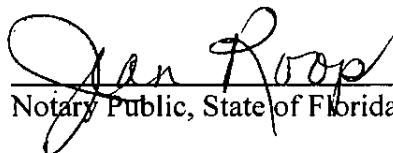
IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation on this 28th day of June, 2006.


James D. York

STATE OF FLORIDA
COUNTY OF Indian River

Before me, the undersigned authority, personally appeared James D. York to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged before me that he executed said instrument for the purposes therein expressed.

Witness my hand and official seal, this 28th day of June, 2006.


Notary Public, State of Florida at Large



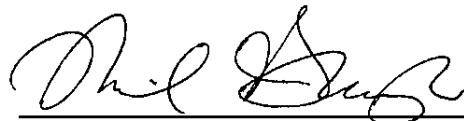
CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE
SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON
WHOM PROCESS MAY BE SERVED

In compliance with the laws of Florida, the following is submitted:

First, that desiring to organize under the laws of the State of Florida, the corporation named in the foregoing Articles of Incorporation has named MICHAEL J. GARAVAGLIA whose address is: 756 Beachland Boulevard, Vero Beach, Florida 32963, County of Indian River, State of Florida, as its statutory registered agent.

Having been named statutory agent of said corporation at the place designated in this certificate, I hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.

Dated this 28th day of June 2006.



Michael J. Garavaglia
Registered Agent