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## FLORIDA PROFIT/NON PROFIT CORPORATION

Charleston Park at Tradition Homeowners Association,

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**ARTICLES OF INCORPORATION  
OF  
CHARLESTON PARK AT TRADITION HOMEOWNERS ASSOCIATION, INC.  
(A Florida Corporation Not-For-Profit)**

In order to form a corporation not-for-profit, under and in accordance with Chapter 617 of the Florida Statutes, we, the undersigned, hereby associate ourselves into a corporation not-for-profit, for the purpose, and with the powers, hereinafter set forth and to that end, we do, by these Articles of Incorporation, certify as follows:

**ARTICLE I**

**NAME**

1.1. Name. The name of this corporation shall be CHARLESTON PARK AT TRADITION HOMEOWNERS ASSOCIATION, INC. ("Association"). The initial address of the Association shall be 10521 SW Village Center Drive, Suite 201, Port St. Lucie, Florida 34987.

1.2. Definitions. The words used in these Articles shall have the same meaning as set forth in the Declaration of Covenants, Conditions and Restrictions for the Association, (said Declaration, as amended, renewed, or extended from time to time, is hereinafter referred to as the "Declaration").

**ARTICLE II**

**PURPOSE**

The purpose for which the Association is organized is to engage as a non-profit organization in protecting the value of the property of the Members of the Association, to exercise all the powers and privileges, and to perform all of the duties and obligations of the Association as set forth in the Declaration which is to be recorded in the public records of St. Lucie County, Florida, including, without limitation, the establishment and enforcement of the payment of assessments and other charges contained therein, and to engage in such other lawful activities as may be to the mutual benefit of the Members and their property. The Association shall maintain and operate the Surface Water Management System as permitted by the South Florida Water Management District, including all lakes, retention areas, culverts, and related appurtenances, if any, unless the same is the responsibility of the Community Development District ("CDD") or other entity.

**ARTICLE III**

**POWERS**

The Association shall have all of the powers set forth in Chapter 617, Florida Statutes

(2006), and including, without limitation, the following provisions:

3.1. Common Law and Statutory Powers. The Association shall have all of the common law and statutory powers of a corporation not for profit granted to it under Florida law, as the same may be amended or supplemented, which are not in conflict with the terms of these Articles and the Declaration.

3.2. Necessary Powers. The Association shall have all of the powers reasonably necessary to exercise its rights and powers and implement its purpose, including, without limitation, the following:

A. To purchase, own, hold, lease, maintain, repair, replace, improve, operate and convey the property of the Association in accordance with the Declaration.

B. To reconstruct the improvements to Association Common Area after casualty, and to further improve the Association Common Area, as provided in the Declaration.

C. To enter any lot at a reasonable time and upon reasonable notice to make emergency repairs, to avoid waste, or to do such other work reasonably necessary for the proper protection, preservation, or maintenance of Association Property.

D. The power to acquire, own and dispose of real and personal property.

E. The power to fix, levy and collect adequate Assessments against the Units, as provided in and subject to the Declaration.

F. The power to expend monies assessed and collected for the purpose of paying the expenses of the Association, including without limitation costs and expenses of maintenance and operation of property owned by, dedicated to or agreed to be maintained by the Association.

G. The power to manage, control, operate, maintain, repair and improve the Common Area.

H. The power to purchase supplies, materials and lease equipment required for the maintenance, repair, replacement, operation and management of the Common Area.

I. The power to insure and keep insured the Common Area.

J. The power to employ the personnel required for the operation and management of the Association and the Common Area.

K. The power to pay utility bills for utilities serving the Common Area.

L. The power to pay all taxes and assessments which are liens against the Common Area.

M. The power to establish and maintain a reserve fund for capital improvements, repairs and replacements.

N. Subject to limitations in the Declaration, the power to control and regulate the use of the Property.

O. The power to make reasonable Rules and Regulations and to amend the same from time to time.

P. The power to enforce by any legal means the provisions of these Articles, the By-Laws, the Declaration and the Rules and Regulations.

Q. The power to borrow money and to select depositories for the Association's funds, and to determine the manner of receiving, depositing, and disbursing those funds and the form of checks and the person or persons by whom the same shall be signed, when not signed as otherwise provided in the By-Laws.

R. The power to maintain and operate the Surface Water Management System for the Property, to contract for maintenance and operation of the Surface Water Management System, and to assess Lots and other properties subject to Assessments for the costs and expenses thereof.

S. The power to enter into a contract with any person, firm, corporation, or management agent of any nature or kind to provide for the maintenance, operation, repair and upkeep of the Common Area or the operation of the Association. The contract may provide that the total operation of the managing agent, firm or corporation shall be at the cost of the Association. The contract may further provide that the managing agent shall be paid from time to time a reasonable fee.

The power to delegate to the management agent, all of the powers and duties of the Association, except those matters which must be specifically approved by the Board of Directors or these Articles of Incorporation, the By-Laws or applicable law.

T. The power to appoint committees as the Board of Directors may deem appropriate.

U. The power to collect delinquent Assessments and fines by suit or otherwise, to abate nuisances and to fine, enjoin or seek damages from Owners for violation of the provisions of the Declaration, these Articles of Incorporation, the By-Laws or the Rules and Regulations.

V. Subject to the terms of the Declaration, the power to bring suit and be sued.

W. The power to adopt, alter and amend or repeal the By-Laws of the Association as may be desirable or necessary for the proper management of the Association.

X. The power to provide any and all supplemental municipal services as may be necessary or proper.

Y. The power to possess, employ and exercise all powers necessary to implement, enforce and carry into effect the powers above described.

3.3. Funds and Title to Properties. All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust in the name of the Association for the Members in accordance with the provisions of the Declaration, these Articles, and the By-Laws. No part of the income, if any, of the Association shall be distributed to the Owners, directors or officers of the Association. Nothing herein shall prohibit the Association from reimbursing its directors, officers and committee members for all expenses reasonably incurred in performing services rendered to the Association, and from paying management and other contractor fees for services rendered to the Association.

#### ARTICLE IV

##### MEMBERS

4.1. Members. The Members of the Association shall consist of all of the record owners of Units in Charleston Park at Tradition.

4.2. Change of Membership. Change of Membership in the Association shall be established by recording in the public records of the County, a deed or other instrument establishing record title to a Unit at Charleston Park at Tradition, and the delivery to the Association of a 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 as of the date of recording of such instrument.

4.3. Transfer of Membership. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except upon the transfer of title of his Unit.

4.4. Voting. The owner of each Unit shall be entitled to one vote as a Member of the Association. The exact number of votes to be cast by Members and the manner of exercising voting rights, shall be determined by the By-Laws; subject, however, to the terms and conditions of the Declaration.

## ARTICLE V

### TERM

The term for which this corporation is to exist shall be perpetual.

## ARTICLE VI

### INCORPORATOR

The names and address of the Incorporator of this Association is Tradition Development Company, LLC and such incorporator's address is 10521 SW Village Center Drive, Suite 201, Port St. Lucie, Florida 34987.

## ARTICLE VII

### OFFICERS

7.1. Officers. The affairs of the Association shall be managed by a President, one (1) or several Vice Presidents, a Secretary and a Treasurer, which officers shall be subject to the directions of the Board.

7.2. Election of Officers. The Board shall elect the President, the Vice President, the Secretary and the Treasurer, and as many Vice Presidents as the Board shall from time to time determine appropriate. Such officers shall be elected annually by the Board at the first meeting of the Board following the "Annual Members' Meeting" (as described in the By-Laws); provided, however, such officers may be removed by such Board and other persons may be elected by the Board as such officers in the manner provided in the By-Laws. The same person may hold two (2) offices, the duties of which are not incompatible; provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the same person hold the office of President who holds the office of Secretary.

A Director (other than a Developer-appointed Director) may be removed from office upon the affirmative vote of a majority of the voting interests of Members for any reason deemed to be in the best interests of the Members. A meeting of the Members to so remove a Director (other than a Developer-appointed Director) shall be held upon the written request of ten percent (10%) of the Members. Any such recall shall be effected and a recall election shall be held, if applicable, as provided in the HOA Act.

Officers shall be elected by the Board at the first meeting of the Board following each Annual Members' Meeting, provided, however, until the Transfer Date the Developer shall have the right to approve all of the officers elected. The following persons shall serve as the initial officers.

President	John Gallagher
Vice President	Shawn Reilly
Secretary/Treasurer	Jim Anderson

## ARTICLE VIII

### BOARD OF DIRECTORS

8.1. Directors. Except as stated herein, the affairs of the Association will be managed by a Board consisting of not less than three (3) nor more than seven (7) directors. The composition of the Board, the manner of election to the Board, the term of office and other provisions regarding the Board shall be established by the Declaration and the By-Laws of the Association. The number of Directors on the Board until the Transfer Date shall be three (3). After the Developer elects to divest itself of control of the Association, Directors must be Members of the Association.

8.2. Term of Directors. After the Transfer Date, members of the Board shall serve for a term of two (2) years; provided, however, that not less than three (3) members of the Board elected on the Transfer Date shall serve for initial terms of one (1) year and the balance of the Board elected on the Transfer Date shall serve for initial terms of two (2) years. After the Transfer Date, at each annual meeting, Directors shall be elected to take the Board positions of the members of the Board who terms have expired. The incumbent shall remain in position on the Board until a replacement is elected.

8.3. Election of Directors. After the Transfer Date, Directors of the Association shall be elected at the Annual Members' Meeting in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the By-Laws.

8.4. Transfer Date. The Members shall be entitled to elect a majority of the Board not later than three months after 90 percent of the Units in Charleston Park at Tradition, that will ultimately be governed by the Association, have been conveyed to Members. Notwithstanding the foregoing, Developer, in its sole discretion, may elect to terminate its control of the Association at an earlier date. The Directors appointed by Developer as the first Board, including any replacement members, shall serve until the first election of Directors by the Members, and any vacancies in their number occurring before such first election shall be filled in accordance with the By-Laws.

8.5. First Board. The names and addresses of the persons who are to serve as the first Board are as follows:

NAME	ADDRESS
John Gallagher	10521 SW Village Center Drive Suite 201 Port St. Lucie, Florida 34987
Shawn Reilly	10521 SW Village Center Drive Suite 201 Port St. Lucie, Florida 34987
Jim Anderson	10521 SW Village Center Drive Suite 201 Port St. Lucie, Florida 34987

#### ARTICLE IX

##### INDEMNIFICATION

Every Director, committee member, and officer of the Association (and the Directors, committee members, and officers as a group) shall be indemnified by the Association against all expenses and liabilities, including counsel fees (at all trial and appellate levels and whether or not suit be instituted) reasonably incurred by or imposed upon him or them in connection with any proceeding, litigation or settlement in which he may become involved by reason of his being or having been a Director, committee member, or officer of the Association. The foregoing provisions for indemnification shall apply whether or not he is a Director, committee member, or officer at the time such expenses and/or liabilities are incurred. Notwithstanding the above, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement and authorizes reimbursement for the costs and expenses of the settlement as in the best interest of the Association. In instances where a Director, committee member, or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which a Director, committee member, or officer may be entitled whether by statute or common law.

#### ARTICLE X

##### BY-LAWS

The By-Laws of the Association may be adopted, amended, altered, or rescinded as provided therein; provided, however, that at no time shall the By-Laws conflict with these Articles or the Declaration, and provided further, that no amendment, alteration, or rescission

may be made which adversely affects the rights and privileges of any Institutional Mortgagee, without the prior written consent of the Institutional Mortgagee so affected, and provided further that until the Transfer Date no amendments, alterations or rescissions of the By-Laws shall be effective unless the Developer shall have joined in and consented thereto in writing. Any attempt to amend, alter, or rescind contrary to these prohibitions shall be of no force or effect.

## ARTICLE XI

### AMENDMENTS

11.1. Amendments Prior to Recording. Prior to the recording of the Declaration amongst the public records of the County, these Articles may be amended only by an instrument in writing signed by the Incorporator to these Articles and filed in the Office of the Secretary of State of the State of Florida. The instrument amending these Articles shall identify the particular Article or Articles being amended, give the exact language of such amendments, and a certified copy of each such amendment shall always be attached to any certified copy of these Articles.

11.2. Amendments After Recording. After the recording of the Declaration amongst the public records of the County, these Articles may be amended in the following manner:

A. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting (whether of the Board or of the Membership) at which such proposed amendment is to be considered, except that no notice is required if written consent to the amendment is obtained as provided in paragraph B below; and

B. A resolution approving the proposed amendment may be first passed by either the Board or the Membership. After such approval of a proposed amendment by one of said bodies, such proposed amendment must be submitted to and approved by the other of said bodies. Approval by the Membership must be by a vote of a majority of the Members present at a meeting of the Members at which a quorum is present or by written consent of a majority of the Members, and approval by the Board must be by a majority of the Directors present at any meeting of the Directors at which a quorum is present or by written consent of a majority of the Directors.

11.3. Amendment by Reference to Title. No Article shall be revised or amended by reference to its title or number only. Proposals to amend existing Articles shall contain the full text of the Articles to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but instead a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial re-wording of Article. See Article \_\_\_\_ for present text." Non-material errors or omissions in the Article amendment process shall not invalidate an otherwise properly promulgated amendment.

11.4. Institutional Mortgagees. Notwithstanding the foregoing provisions of this

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Article, there shall be no amendment to these Articles which shall abridge, amend or alter the priority of any Institutional Mortgagee, or the validity of any mortgage held by such Institutional Mortgagee without the prior written consent therefor by such Mortgagee.

11.5. Developer. Notwithstanding the foregoing provisions of this Article, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of Developer, including the right to designate, to select, or to approve the selection of the Directors as provided in the Declaration and By-Laws, without the prior written consent of Developer, or the rights of the Founder, without the consent of the Founder.

## ARTICLE XII

### INTERESTED DIRECTORS

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, or Association, or other organization in which one or more of its directors or officers are directors or officers have a financial interest, shall be invalid, void, or voidable solely for such reason, or solely because the director or officer is present or participates in the meeting of the Board at which such contract or transaction was authorized, or solely because his, her, or their votes are counted for such purpose. No director or officer of the Association shall incur liability by reason of the fact that he or she is or may be interested in any such contract or transaction. Interested directors may be counted on determining the presence of a quorum at a meeting of the Board of Directors at which a contract or transaction with an interest director is to be considered.

## ARTICLE XIII

### LIABILITY FOR DEBTS

Neither the Members nor the officers or directors of the Association shall be liable for the debts of the Association.

## ARTICLE XIV

### CONSTRUCTION

These Articles and the By-Laws shall be construed, in case of any ambiguity or lack of clarity, to be consistent with the provisions of the Declaration. In the event of any conflict between the terms of the Declaration, these Articles or the By-Laws, the following order of priority shall apply: (i) the Declaration, (ii) the Articles, and (iii) the By-Laws.

## ARTICLE XV

### DISSOLUTION

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water Management System must be transferred to and accepted by an entity which would comply with the SFWMD Rules (as defined in the Declaration), and be approved by SFWMD prior to such termination, dissolution or liquidation.

#### ARTICLE XVI

##### REGISTERED AGENT AND OFFICE

The initial registered office of the Association is 1200 S. Pine Island Road, Suite 250, Plantation, Florida 33324, and the initial registered agent at such address is CT Corporation.

IN WITNESS WHEREOF, the Incorporator has hereunto executed these Articles of Incorporation this 12<sup>th</sup> day of December, 2006.

TRADITION DEVELOPMENT  
COMPANY, a Florida limited liability  
company

By: Wesley S. McCurry

Name: Wesley S. McCurry  
TITLE: President

STATE OF FLORIDA :  
: SS  
COUNTY OF ST. LUCIE :

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of December 2006, by Wesley S. McCurry, the President of Tradition Development Company, LLC, on behalf of the company. He is personally known to me.



J. Paul Fanning  
Notary Public  
Name: J. Paul Fanning  
Commission #: DD 453243  
Expiration date: 8/28/09

**CERTIFICATE DESIGNATING A REGISTERED OFFICE AND  
A REGISTERED AGENT FOR THE SERVICE OF PROCESS  
WITHIN THE STATE OF FLORIDA**

Pursuant to Chapter 48.091, Florida Statutes, the following is submitted in compliance with said Act:

**CHARLESTON PARK AT TRADITION HOMEOWNERS ASSOCIATION, INC.**, desiring to organize under the laws of the State of Florida, with its principal office, as indicated in the Articles of Incorporation, at the City of Port St. Lucie, County of St. Lucie, State of Florida, has named CT Corporation System, located at 1200 S. Pine Island Road, Suite 250, Plantation, Florida 33324, as its agent to accept service of process within the State of Florida.

**ACKNOWLEDGMENT:**

Having been named to accept service of process for the above stated corporation, at the place designated in this certificate, CT Corporation System, hereby agrees to act in this capacity, and agrees to comply with the provision of the Act relative to keeping open said office.

**CT CORPORATION SYSTEM**

By: Barbara A. Burke  
Printed Name: Barbara A. Burke  
Title: Special Assistant Secretary

STATE OF FLORIDA :  
: SS  
COUNTY OF ST. LUCIE :

The foregoing instrument was acknowledged before me this 13 day of December 2006, by Barbara Burke, Special Assistant Secretary of CT CORPORATION SYSTEM, a Delaware Corporation, on behalf of the Corporation. He/She is personally known to me.

Joan T. Warren  
Notary Public  
Name: Joan T. Warren  
Commission #: 00343932  
Expiration date: Dec 5, 2008



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