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ROBERT L. TANKEL, P.A.

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January 13, 2015

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

Re: Lake Kersey Estate H.O.A., Inc.

To Whom It May Concern:

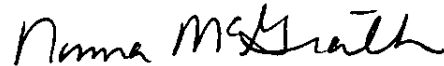
Please find enclosed for filing the original Articles of Incorporation of Lake Kersey Estate H.O.A., Inc., a corporation not-for-profit.

Also enclosed is our check in the amount of \$70.00 to cover the cost of the filing fee.

Please return a copy in the enclosed envelope.

Sincerely,

ROBERT L. TANKEL, P.A.



Norma McGrath, Legal Assistant to
Robert L. Tankel, Esq.

Enclosures



FLORIDA DEPARTMENT OF STATE
Division of Corporations

January 21, 2015

ROBERT L. TANKEL, P.A.
1022 MAIN STREET, SUITE D
DUNEDIN, FL 34698

SUBJECT: LAKE KERSEY ESTATE H.O.A., INC.
Ref. Number: W15000004276

We have received your document for LAKE KERSEY ESTATE H.O.A., 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 heading above Article I states "Amended and Restated Articles of Incorporation. Please remove this statement.

The Florida Statutes require an entity to designate a street address for its principal office address. A post office box is not acceptable for the principal office address. The entity may, however, designate a separate mailing address. The mailing address may be a post office box.

The registered agent and street address must be consistent wherever it appears in your document.

Please return the corrected 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) 245-6052.

Maryanne Dickey
Regulatory Specialist II
New Filing Section

Letter Number: 115A00001222

**ARTICLES OF INCORPORATION
OF
LAKE KERSEY ESTATE H.O.A., INC.**

The undersigned incorporator, a resident of the State of Florida and of full age, hereby makes, subscribes, acknowledges and files with the Department of the State of Florida these Articles of Incorporation for the purpose of forming a corporation not for profit under the laws of the State of Florida.

**ARTICLE I
NAME**

The name of this corporation is **LAKE KERSEY ESTATE H.O.A., INC.**, a Florida not-for-profit corporation (hereinafter called the "Association" in these Articles).

**ARTICLE II
OFFICE AND REGISTERED AGENT**

The Association's principal office is: 1817 Cypress Brook Drive, Suite 104, Trinity, FL 34655. The Association's registered agent is Robert L. Tankel, P.A., 1022 Main Street, Suite D, Dunedin, FL 34698. Both the Association's registered office and registered agent may be changed from time to time by the Board of Directors as provided by law.

**ARTICLE III
PURPOSE**

This Association does not contemplate pecuniary gain or profit to its members and the specific purposes for which it is formed are to provide for the maintenance, preservation and architectural control of all common areas and residential lots within that certain tract of property (hereinafter called the "Property") in Pinellas County, Florida, and more particularly described on the attached "Exhibit A":

**ARTICLE IV
POWERS**

This Association is empowered to:

- a. Declaration. Exercise all rights, powers, privileges, and perform all duties, of this Association set forth in that certain Declaration of Covenants, Conditions, Restrictions and Easements for LAKE KERSEY ESTATES (hereinafter called the "Declaration") applicable to the Property and recorded or

to be recorded in the above-referenced county, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth in full;

b. Property. In any lawful manner, acquire, own, hold, improve, manage, operate, maintain, repair, replace, operate, convey, sell, lease, transfer, assign, and otherwise dispose of property of any nature whatsoever, real, personal, or mixed, tangible or intangible, in connection with this Association's affairs;

c. Assessments. Fix, levy, collect, and enforce by any lawful means all charges or assessments established by, or pursuant to, the Declaration; and to use and expend the proceeds of assessments in the exercise of its powers and duties hereunder;

d. Costs. Pay all costs, expenses, and obligations lawfully incurred in connection with this Association's affairs including, without limitation, all licenses, taxes, or other governmental charges levied or imposed against this Association's property;

e. Borrowing. Borrow money and, with the approval of eighty (80%) percent of each class of members, mortgage, pledge, deed in trust, hypothecate, assign, grant security interests in, or otherwise transfer any or all of its property as security for money borrowed, debts incurred, or any of its other obligations;

f. Dedications. With the approval of eighty (80%) percent of each class of members, dedicate, sell or transfer all or any part of its property to any public agency, authority, or utility for such purposes, and subject to such conditions, as eighty (80%) percent of each class of members determine;

g. Mergers. With the approval of eighty (80%) percent of each class of members, participate in mergers and consolidations with other non-profit corporations organized for similar purposes;

h. Rules. From time to time adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots and Common Property (as those terms are defined in the Declaration) consistent with the rights and duties established by the Declaration and these Articles;

i. Levy/Collect Assessments. To levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the Common Area, operation of the Association, and, if any surface water or stormwater management systems, including but not limited to, work within retention areas, drainage structures, and drainage easements.

j. Operate/Maintain. To operation, maintain, and manage conservation areas and the surface water and stormwater management system, including all lakes, retention areas, culverts, and related appurtenances, in a manner consistent with the Southwest Florida Water Management District permit requirements and applicable District rules, and assist in the enforcement of the restrictions and covenants contained therein.

k. General. Have and exercise all common law rights, powers, and privileges and those that a corporation not for profit may now or hereafter have or exercise under the laws of the State of Florida, together with all other rights, powers, and privileges reasonably to be implied from the existence of any right, power, or privilege

so granted, or granted by the Declaration or these Articles, or reasonably necessary to effectuate the exercise of any right, power, or privilege so granted;

l. Enforcement. To enforce by legal means the obligations of the members of this Association and the provisions of the Declaration;

m. Litigation. To sue or be sued; provided, however, that this Association's right to sue any third party is limited in the manner described in the Declaration;

n. Other. Engage in all lawful acts permitted or authorized by Section 617.0302, Fla. Stat.;

o. The Southwest Florida Water Management District [the "District"] has the right to take enforcement measures, including a civil action for injunction and/or penalties against the Association to compel it to correct any outstanding problems with the surface water management system facilities;

p. Any amendment of the Declaration of protective covenants, deed restrictions or declaration of condominium affecting the surface water management system facilities shall have the prior written approval of the District;

q. If the Association ceases to exist, all of the lot owners, parcel owners or unit owners shall be jointly and severally responsible for operation and maintenance of the surface water management system facilities in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility as explained in subsection 2.6.2.2.4.h.; and

r. For projects which have on-site wetland mitigation as defined in Section 1.4.24 which requires ongoing monitoring and maintenance, the declaration of protective covenants, deed restrictions or declaration of condominium shall include a provision requiring the Association to allocate sufficient funds in its budget for monitoring and maintenance of the wetland mitigation area(s) each year until the District determines that the area(s) is successful in accordance with the Environmental Resource Permit.

ARTICLE V MEMBERSHIP

Every person who from time to time holds the record fee simple title to, or any undivided fee simple interest in, any Lot that is subject to the provisions of the Declaration is a member of this Association, including contract sellers, but excluding all other persons who hold any interest in any Lot merely as security for the performance of an obligation. An Owner of more than one Lot is entitled to one membership for each Lot owned. Membership is appurtenant to, and may not be separated from, ownership of at least one Lot that is subject to the provisions of the Declaration, and membership may not be transferred other than by transfer of title to such Lot. Each membership is transferred automatically by record conveyance or other transfer of title of a Lot.

ARTICLE VI
VOTING RIGHTS

This Association shall have two classes of voting membership:

Class "A" Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership under Article V hereof; provided, however, there shall be only one (1) vote per Lot. In any situation where a person is entitled personally to exercise the vote for his Lot and more than one (1) person holds the interest in such Lot required for membership, the vote for such Lot shall be exercised as those persons determine among themselves and advise the Secretary of this Association in writing prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended if more than one (1) person seeks to exercise it.

The Class "B" Member shall be GULFWIND CONTRACTING, LLC, d/b/a GULFWIND HOMES. The Class "B" Member shall have three (3) votes for each Lot which it owns until the end of the Class "B" Control Period, as hereafter defined.

Thereafter, the Class "B" Member shall have one (1) vote for each Lot which it owns. Other rights of the Class "B" Member, including the right to approve actions taken under the Declaration and this Association's By-Laws, are specified in the Declaration and the By-Laws.

The Class "B" Member shall be entitled to appoint a majority of the members of the Board of Directors of this Association during the Class "B" Control Period, as hereafter defined; provided, however, in the event the Class "B" Member fails to exercise this power within thirty (30) days after a vacancy occurs on the Board for which the Class "B" Member would be entitled to appoint a successor, the Class "B" Member shall be deemed to have waived its right to appoint such a successor. In such case, the voting members representing the Class "A" Members may act to call a special meeting of this Association (in accordance with Article III of the By-Laws) for the purpose of electing a successor to serve the remainder of the unexpired term of the vacating director. Thereafter, the voting members representing the Class "A" Members shall be entitled to elect a successor to the director who filled the vacancy in accordance with the By-Laws in addition to those directors the voting members may be entitled to elect under Article IV of the By-Laws.

The Class "B" Control Period shall commence with the recording of the Declaration and expire upon the first to occur of the following:

1. within three (3) months after ninety (90%) percent of the Lots in all phases of LAKE KERSEY ESTATES that will ultimately be operated by the Association have been conveyed to Owners other than GULFWIND CONTRACTING, LLC, d/b/a GULFWIND HOMES, any builders, contractors or other parties who purchased a Lot for the purpose of constructing improvements thereon for resale.
2. when, in its discretion, the Class "B" Member so determines.

15 JAN 30 10:14
STATIONER

ARTICLE VII
BOARD OF DIRECTORS

This Association's affairs are managed by a Board of Directors initially composed of three Directors. The number of Directors from time to time may be changed by amendment to this Association's By-Laws, but at all times it must be either three (3) members or five (5) members. The initial Directors named below shall serve until this Association's Turnover meeting. The term of office for all Directors is one year. Before any such annual meeting occurring after the Class "B" Control Period expires, all vacancies occurring on the Board of Directors, if any, will be filled by majority vote of the remaining Directors, even if less than a quorum. Any Director may succeed himself or herself in office. All Directors will be elected by majority membership vote by written ballot with the exception of the initial Board of Directors. Each member may vote for each vacancy; however, cumulative voting is not permitted. Directors need not be Association members.

The initial Directors and their addresses are as follows:

Don Pierce	President	1817 Cypress Brook Drive, Suite 104, Trinity, FL 34655
Cheri Parsons	Vice President	1817 Cypress Brook Drive, Suite 104, Trinity, FL 34655
Tony Segalla	Secretary/Treasurer	1817 Cypress Brook Drive, Suite 104, Trinity, FL 34655

ARTICLE VIII
DISSOLUTION

This Association may be dissolved in the manner from time to time provided by the laws of the State of Florida and with the assent given in writing and signed by not less than eighty (80%) percent of each class of members. Upon dissolution of this Association in any manner other than incident to a merger or consolidation, all of this Association's assets must be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. If dedication is refused, such assets must be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes. In no event, however, may any assets inure to the benefit of any member or other private individual.

In the event of termination, dissolution, or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water and stormwater management system must be transferred to and accepted by an entity which would comply with Section 40, Fla. Adm. Code, and be approved by the Southwest Florida Water Management District prior to such termination, dissolution or liquidation.

ARTICLE IX
DURATION

This Association exists perpetually.

ARTICLE X
BY-LAWS

This Association's By-Laws initially will be adopted by the Board of Directors. Thereafter, the By-Laws may be altered amended, or rescinded with the approval of the Board of Directors, except as to those provisions for amendment to the By-Laws which are provided in the Declaration or any future supplemental declaration in which case those provisions shall control such amendment.

ARTICLE XI
AMENDMENTS

Amendments to these Articles may be proposed and adopted in the manner from time to time provided by the laws of the State of Florida, provided that each such amendment must have the approval in writing of sixty (60%) percent of the entire membership, except as to those provisions for amendment to these Articles which are provided in the Declaration or any supplemental declaration in which case those provisions shall control such Amendments, or if the provision to be amended requires a higher percentage for a specified action, such provisions may not be amended except by the percentage vote specified therein.

ARTICLE XII
INTERPRETATION

Express reference is made to the Declaration where necessary to interpret, construe, and clarify the provisions of these Articles. Without limitation, all terms defined in the Declaration have the same meaning where used in these Articles. By subscribing and filing these Articles, the incorporator intends for its provisions to be consistent with the provisions of the Declaration and to be interpreted, construed, and applied with those of the Declaration to avoid inconsistencies or conflicting results.

ARTICLE XIII
INDEMNIFICATION

The corporation shall indemnify any individual who was or is a party to any proceeding (other than an action by, or in the right of, the corporation), by reason of the fact that such individual is or was a director, officer, employee, or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against liability incurred in connection with such proceedings, including any appeal thereof, including gross negligence, to the full extent as authorized by law, said indemnity to include but not be limited to expenses and amounts paid in settlement, expenses of liabilities incurred as

a result of such individual serving as a director, officer, employee or agent as herein above provided, or as otherwise contemplated and included within applicable law. Indemnification and advancement of expenses as provided herein shall continue as to an individual who has ceased to be a director, officer, employee or agent, and shall inure to the benefit of the heirs, executors and administrators of such an individual, and any amendment or changes to this indemnification provision shall be prospective only and as to individuals who shall serve as a director, officer, employee or agent after the effective date of such amendment, and such amendment shall not otherwise affect the rights of indemnification for any individual who has theretofore served as a director, officer, employee or agent.

ARTICLE XIV
INITIAL REGISTERED AGENT AND INCORPORATOR

The initial Registered Agent is Robert L. Tankel. The street address of the initial Registered Agent is 1022 Main Street, Dunedin, FL 34698. The Incorporator is Robert L. Tankel.

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity

Required Signature of Registered Agent

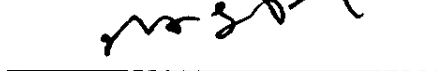


Date

1/26/2015

I submit this document and affirm that the facts stated herein are true. I am aware that any false information submitted in a document to the Department of State constitutes a third-degree felony as provided for in §817.155, F.S.

Required Signature of Incorporator



Date

1/26/2015

EXHIBIT "A"
LAKE KERSEY ESTATE

15 JAN 30 AM 8:24
CLERK OF DISTRICT COURT
PINELLAS COUNTY, FLORIDA

PARCEL I:

A PARCEL OF LAND SITUATED IN THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 34, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, FORMERLY KNOWN AS PART OF "BLOSSOM LAKE VILLAGE SECTION II", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 47, PAGE 56 AND 57 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA BEING VACATED LOTS 2 THROUGH 8, INCLUSIVE, BLOCK 5, AND LOTS 16 AND 17, BLOCK 4 OF SAID "BLOSSOM LAKE VILLAGE SECTION II"; TOGETHER WITH THAT PORTION OF VACATED CALAMONDIN TRAIL ADJOINING SAID LOTS, WHICH LIES BETWEEN A LINE EXTENDING FROM THE NORTHWEST CORNER OF SAID LOT 8 NORTHEASTERLY TO THE MOST WESTERLY CORNER OF SAID LOT 16, AND A LINE BEING AN EXTENSION OF THE EAST BOUNDARY LINE OF SAID LOT 2, AS EXTENDED TO ITS INTERSECTION WITH THE SOUTHWESTERN BOUNDARY OF THE PINELLAS TRAIL, SAID BOUNDARY ALSO BEING THE NORTHEASTERLY BOUNDARY OF SAID SUBDIVISION

PARCEL II:

A PARCEL OF LAND SITUATED IN THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 34, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, BEING A PORTION OF VACATED LOT 1, BLOCK 5 AND A PORTION OF VACATED CALAMONDIN TRAIL, AS SHOWN ON THE PLAT OF "BLOSSOM LAKE VILLAGE SECTION II", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 47, PAGE 56 AND 57 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF VACATED LOT 2, BLOCK 5 OF SAID SUBDIVISION AS A POINT OF BEGINNING; THENCE RUN SOUTH $72^{\circ}54'30''$ EAST, 71.68 FEET; THENCE SOUTH $68^{\circ}36'56''$ EAST TO A POINT ON THE WEST BOUNDARY LINE OF LOT 32 OF SAID SUBDIVISION; THENCE ALONG THE NORTHERLY EXTENSION OF SAID WEST BOUNDARY OF SAID LOT 32 TO AN EXTENSION WITH THE SOUTHWESTERN BOUNDARY OF THE PINELLAS TRAIL, SAID BOUNDARY ALSO BEING THE NORTHEASTERLY BOUNDARY OF SAID SUBDIVISION; THENCE ALONG SAID SOUTHWESTERN BOUNDARY OF THE PINELLAS TRAIL, RUN NORTH $49^{\circ}56'59''$ WEST TO THE NORTHEAST CORNER OF PARCEL I DESCRIBED ABOVE; THENCE SOUTH $16^{\circ}33'30''$ WEST, ALONG THE EASTERLY BOUNDARY OF SAID PARCEL I, 94.45 FEET MORE OR LESS TO THE POINT OF BEGINNING.

ALL OF WHICH DESCRIBED AS:

THAT PORTION OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 34, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHERNMOST CORNER OF LOT 15, BLOCK 4 OF "BLOSSOM LAKE VILLAGE SECTION II" ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 47, PAGES 56 AND 57 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE N.40°13'47"E., ALONG THE EAST LINE OF SAID LOT 15, 126.60 FEET TO THE NORTHERLY BOUNDARY OF SAID PLAT, BEING ALSO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE PINELLAS TRAIL (FORMERLY S.A.L. RAILROAD); THENCE S.49°56'59"E., ALONG SAID RIGHT-OF-WAY LINE, 679.96 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, S.38°49'45"W., 24.79 FEET; THENCE N.68°36'56"W., 106.21 FEET; THENCE N.72°54'30"W., 71.68 FEET TO THE SOUTHEAST CORNER OF LOT 2, BLOCK 5 OF AFORESAID "BLOSSOM LAKE VILLAGE SECTION II"; THENCE ALONG THE NORTH LINE OF LOT 1, BLOCK 5 (A.K.A. LAKE KERSEY) THE FOLLOWING SEVEN (7) CALLS: (1) N.75°38'33"W., 130.37 FEET; THENCE (2) N.74°01'06"W., 65.00 FEET; THENCE (3) N.80°08'41"W., 60.41 FEET; THENCE (4) N.79°12'02"W., 60.30 FEET; THENCE (5) N.70°37'59"W., 60.07 FEET; THENCE (6) N.72°32'14"W., 60.01 FEET; THENCE (7) N.66°50'20"W., 60.41 FEET TO THE EAST LINE OF LOT 9, BLOCK 5 OF AFORESAID "BLOSSOM LAKE VILLAGE SECTION II"; THENCE N.16°30'30"E., ALONG SAID EAST LINE, 125.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 9; THENCE N.25°15'22"E., 51.96 FEET TO THE POINT OF BEGINNING.