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Patricia Pugh

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CUSTOMER NO: 4352702

CUSTOMER: Ms. Lisa Folis
WILLIAMS PARKER HARRISON DIETZ
WILLIAMS PARKER HARRISON DIETZ
200 South Orange Avenue

Sarasota, FL 34236

DOMESTIC FILING

NAME: HERITAGE OAK PARK COMMUNITY
ASSOCIATION, INC.

EFFECTIVE DATE:

☒ ARTICLES OF INCORPORATION
☐ CERTIFICATE OF LIMITED PARTNERSHIP

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

☒ CERTIFIED COPY
☐ PLAIN STAMPED COPY
☐ CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Robert Maxwell

EXAMINER'S INITIALS:

g 3/30/99

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99 MAR 30 PM 3:15

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ARTICLES OF INCORPORATION
OF
HERITAGE OAK PARK COMMUNITY ASSOCIATION, INC.

FILED
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DIVISION OF CORPORATIONS
99 MAR 30 PM 3:15

(A Corporation Not For Profit)

In order to form a corporation under and in accordance with the provisions of the laws of the State of Florida for the formation of corporations not for profit, we, the undersigned, do hereby associate ourselves together into a corporation for the purposes and with the powers hereinafter set forth, and to accomplish that end we do hereby adopt and set forth these Articles of Incorporation, viz:

ARTICLE I
NAME OF CORPORATION

The name of this corporation shall be:

HERITAGE OAK PARK COMMUNITY ASSOCIATION, INC.

hereinafter in these Articles referred to as the "Association." The mailing address of the Association shall be 26212 Madras Court, Charlotte Harbor, Florida 33983.

ARTICLE II
PURPOSES

The general nature, objects, and purposes of the Association are:

- A. To promote the health, safety, and social welfare of the owners of Parcels within the Community known as Heritage Oak Park, being developed in Charlotte County, Florida (the "Community"), being developed by Heritage Park Associates, a Florida general partnership ("Class B member").
- B. To maintain all portions of the Community and improvements thereon for which the obligation to maintain and repair has been delegated to the Association by the "Declaration of Covenants for Heritage Oak Park" (the "Covenants"), which is to be recorded in the Public Records of Charlotte County, Florida.
- C. To operate without profit and for the sole and exclusive benefit of its members.
- D. All capitalized words and terms used herein which are defined in the Covenants shall have the same meaning herein.

ARTICLE III
GENERAL POWERS

The general powers that the Association shall have are as follows:

- A. To purchase, accept, lease, or otherwise acquire title to, and to hold, mortgage, rent, sell or otherwise dispose of, any and all real or personal property related to the purposes or activities of the Association; to make, enter into, perform, and carry out contracts of every kind and nature with any person, firm, corporation, or association; and to do any other acts necessary or expedient (including the borrowing of money and the sale of property owned by the Association) for carrying on any of the activities of the Association and pursuing any of the objects and purposes set forth in these Articles of Incorporation and not forbidden by the laws of the State of Florida.
- B. To establish a budget and to fix assessments to be levied against Assessable Parcels pursuant to the Covenants for the purpose of defraying the expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, including a reasonable contingency fund for the ensuing year and a reasonable annual reserve for anticipated major capital repairs, maintenance, improvements, and replacements; provided, reserves may be waived for any year upon majority vote of the Board of Directors or the members.
- C. To place liens against any Assessable Parcel for delinquent and unpaid assessments or charges and to bring suit for the foreclosure of such liens or to otherwise enforce the collection of such assessments and charges for the purpose of obtaining revenue in order to carry out the purposes and objectives of the Association.
- D. To hold funds solely and exclusively for the benefit of the members of the Association for the purposes set forth in these Articles of Incorporation.

E. To adopt, promulgate, and enforce rules, regulations, bylaws, covenants, restrictions, and agreements in order to effectuate the purposes for which the Association is organized.

F. To delegate such of the powers of the Association as may be deemed to be in the Association's best interest by the Board of Directors.

G. To charge recipients of services rendered by the Association and users of property of the Association where such is deemed appropriate by the Board of Directors.

H. To pay all taxes and other charges or assessments, if any, levied against property owned, leased, or used by the Association.

I. To enforce by any and all lawful means the provisions of these Articles of Incorporation, the Bylaws of the Association which may be hereafter adopted, and the terms and provisions of the Covenants.

J. To operate the Surfacewater Management System.

K. In general, to have all powers which may be conferred upon a corporation not for profit by the laws of the State of Florida, except as prohibited herein. Provided, however, that it shall take a seventy-five percent vote of all Voting Members to authorize the filing of any litigation brought on behalf of the Association other than suits to enforce collection or lien rights for Assessments.

ARTICLE IV MEMBERS

The members of this Association shall consist of three classes as hereinafter set forth:

A. Class A Members. Class A members shall be all Owners of Assessable Parcels in the Community. Such Owners shall automatically become Class A members upon acquiring the fee simple title to their respective parcels.

B. Class B Members. The Class B member shall be Associates, any successor to or legal representative of Associates, or any Person to whom some or all rights, as appropriate, of Associates under the Covenants or these Articles are hereafter pursuant to a written instrument recorded in the Public Records of Charlotte County.

C. Class C Members. The Class C member(s) shall be all owners of Parcels in the Community other than Assessable Parcels. Such Owners shall automatically become Class C members upon acquiring title to their respective Parcels.

D. Divestment. The membership of any Class A or C member in the Association shall automatically terminate upon conveyance or other divestment of title to such Parcel, except that nothing herein contained shall be construed as terminating the membership of any member who may own two or more Parcels so long as such member owns at least one Parcel.

The interest of a member in the funds and assets of the Association may not be assigned, hypothecated, or transferred in any manner, except as an appurtenance to the Parcel which is the basis of his membership in the Association.

ARTICLE V VOTING

The voting rights of the members of the Association, including provisions for representation of Class A members, shall be as set forth in the Covenants. In all matters requiring the vote of Voting Members, each Voting Member shall cast the number of votes held by Class A members represented by such Voting Member.

ARTICLE VI BOARD OF DIRECTORS

A. The affairs of the Association shall be managed by a Board of Directors consisting initially of three Directors. The number of Directors comprising succeeding Boards of Directors shall be as provided from time to time in the Bylaws of the Association, but in no event shall there be less than three or more than the greater of the number of Neighborhood Districts or nine Directors. The Directors need not be members of the Association or residents of the State of Florida.

B. All Directors shall be appointed by and shall serve at the pleasure of Class B member until the turnover meeting of members. Commencing with the "turnover" meeting, all Directors shall be elected by the Voting Members. As used herein, the "turnover" meeting shall mean the first annual or special meeting of members following the earlier of the following two dates: (i) the Final Development Date; or (ii) the date on which the Class B member, by written notice to the Association, relinquishes its right to appoint a majority of the Board of Directors. Subsequent to the time of the turnover meeting, at least one Director shall be elected by Voting Members representing the Class A members owning Parcels within any established Neighborhood District. Accordingly, in no event shall the total number of Directors at a time subsequent to the turnover meeting be less than the number of Neighborhood Districts.

C. All Directors who are not subject to appointment by Class B member shall be elected by Voting Members representing Class A members. Elections shall be by plurality vote.

D. Except as hereinafter provided, the term of each elected Director shall expire upon the election of his successor at the next succeeding annual meeting of members. Commencing with the first annual meeting that either follows or constitutes the "turnover" meeting, all Directors elected by the Voting Members shall be elected on a staggered two-year-term basis. Accordingly, at such meeting, the one-half of the elected Directors receiving the highest number of votes, and, in addition, if there are an odd number of Directors elected, the Director receiving the next highest number of votes, shall serve two-year terms, and the other elected Directors shall serve one-year terms. At each annual meeting of members thereafter, Directors shall be elected for two-year terms to fill the vacancies of those Directors whose terms are then expiring. In the event additional Directors are elected at an annual meeting to fill new directorships created by expansion of the Board, such Directors shall be elected, in the manner set forth above, for one- or two-year terms as may be appropriate to make even, or as nearly as even as possible, the number of Directors serving one- and two-year terms. Each elected Director shall serve until his respective successor has been duly elected and qualified, or until his earlier resignation, removal, or death.

E. Any elected Director may be removed from office with or without cause by majority vote of the Voting Members, but not otherwise. Any appointed Director may be removed and replaced with or without cause by Class B member, in Class B member's sole discretion.

F. The names and addresses of the persons constituting the first Board of Directors are as follows:

Philip J. Palmer -	26212 Madras Court Charlotte Harbor, FL 33983
Kathleen Palmer-	26212 Madras Court Charlotte Harbor, FL 33983
Robert A. Morris III -	26212 Madras Court Charlotte Harbor, FL 33983

ARTICLE VII OFFICERS

A. The officers of the Association, to be elected by the Board of Directors, shall be a President, a Vice President, a Secretary, and a Treasurer, and such other officers as the Board shall deem appropriate from time to time. The President shall be elected from among the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two or more offices, provided, however, that the office of President and Secretary shall not be held by the same person. The affairs of the Association shall be administered by such officers under the direction of the Board of Directors. Officers shall be elected for a term of one year in accordance with the procedure set forth in the Bylaws.

B. The names of the officers who are to manage the affairs of the Association until the first annual meeting of the Board of Directors are as follows:

President	-	Philip J. Palmer
Vice President	-	Kathleen Palmer
Secretary & Treasurer	-	Robert A. Morris III

ARTICLE VIII CORPORATE EXISTENCE

The Association shall have perpetual existence.

ARTICLE IX
BYLAWS

The first Board of Directors of the Association shall adopt Bylaws consistent with these Articles. Thereafter, the Bylaws may be altered, amended or rescinded by a majority vote of the Directors in the manner provided by such Bylaws.

ARTICLE X
AMENDMENTS TO ARTICLES OF INCORPORATION

These Articles may be altered, amended, or repealed by the affirmative vote of a majority of the Board of Directors. No amendment, however, altering the Assessment Share attributable to any Parcel shall be effective without the prior written consent of the owner of such Parcel. Moreover, no amendment affecting the rights of Class B member prior to the Final Development Date shall be effective without the prior written consent of Class B member.

ARTICLE XI
REGISTERED OFFICE AND REGISTERED AGENT

The registered office of the Association shall be 26212 Madras Court, Charlotte Harbor, FL 33983 and the registered agent at such address shall be Philip J. Palmer. The Association may, however, maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

ARTICLE XII
BUDGET AND EXPENDITURES

The Association shall obtain funds with which to operate by annual assessment of its members in accordance with the provisions of the Covenants, as the same may be supplemented by the provisions of the Association's Articles and Bylaws. Accordingly, the Board of Directors shall annually adopt a budget for the operation of the Association for the ensuing fiscal year and for the purpose of levying Assessments against all Assessable Parcels, which budget shall be conclusive and binding upon all persons; provided, however, that the Board of Directors may thereafter at any time approve or ratify variations from such budget.

ARTICLE XIII
SUBSCRIBERS

The names and street address of the association principal office and the subscriber of these Articles is as follows:

Heritage Park Associates,
a Florida general partnership

26212 Madras Court
Charlotte Harbor, FL 33983

ARTICLE XIV
INDEMNIFICATION OF OFFICERS AND DIRECTORS

All officers and Directors shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred in connection with any proceeding (including appellate proceedings) or settlement thereof in which they may become involved by reason of holding such office. In no event, however, shall any officer or Director be indemnified for his own willful misconduct or, with respect to any criminal proceeding, his own knowing violation of provisions of law. The Association may purchase and maintain insurance on behalf of all officers and Directors for any liability asserted against them or incurred by them in their capacity as officers and Directors or arising out of their status as such.

ARTICLE XV
DISSOLUTION OF THE ASSOCIATION

A. Upon expiration of the term of the Covenants, the Association may be dissolved upon a resolution to that effect being approved by the holders of two-thirds of the total votes of the Association membership, and upon compliance with any applicable laws then in effect.

B. Upon dissolution of the Association, all of its assets remaining after provision for payment of creditors and all costs and expenses of such dissolution shall be distributed in the following manner:

(1) Any property determined by the Board of Directors of the Association to be appropriate for dedication to any applicable municipal or other governmental authority may be dedicated to such authority provided the authority is willing to accept the dedication.

(2) Distribution of Assets. Upon dissolution of the Association, all of its assets remaining after provision for payment to creditors and all costs and expenses of such dissolution shall be distributed in the following manner:

A. Any Neighborhood Common Areas owned by the Association shall be distributed to the applicable Neighborhood Owners pro rata to the number of Parcels in the Neighborhood, such that an equal, undivided share of the Neighborhood Common Areas shall be allocated to each Parcel in the Neighborhood. Alternatively, the Board of Directors, may, in its discretion, distribute the Neighborhood Common Area: (i) to a banking corporation having trust powers, to be held in trust for the benefit of the applicable Neighborhood Owners; or (ii) to a corporation not for profit whose members are comprised solely of the applicable Neighborhood Owners. If the Neighborhood Common Areas are distributed in trust, an equal, undivided share in the trust assets shall be allocated to each Parcel in the Neighborhood. If the Neighborhood Common Areas are distributed to a corporation not for profit, an equal, undivided share in the corporation's assets shall be allocated to each Parcel in the Neighborhood. Each Parcel's share in the Neighborhood Common Areas, trust assets, or corporate assets, as applicable, shall be deemed an appurtenance to such Parcel.

B. Any property other than Neighborhood Common Areas determined by the Board of Directors to be appropriate for dedication to any applicable municipal or other governmental authority may be dedicated to such authority provided the authority is willing to accept the dedication.

C. Any Community Common Areas owned by the Association shall be distributed to the Owners of the Assessable Parcels pro rata to the number of Assessment Shares allocated to such Parcels, such that each Assessable Parcel shall receive one undivided share of the Community Common Areas for each Assessment Share allocated to such Assessable Parcel. Alternatively, the Board of Directors, may, in its discretion, distribute the Community Common Areas: (i) to a banking corporation having trust powers, to be held in trust for the benefit of the Owners of the Assessable Parcels; or (ii) to a corporation not for profit whose members are comprised solely of the Owners of the Assessable Parcels. If the Community Common Areas are distributed in trust, each Assessable Parcel shall receive one undivided share in the trust assets for each Assessment Share allocated to such Assessable Parcel. If the Community Common Areas are distributed to a corporation not for profit, each Assessable Parcel shall receive one undivided share in the corporation's assets for each Assessment Share allocated to such Assessable Parcel. Each Assessable Parcel's share in the Community Common Areas, trust assets, or corporate assets, as applicable, shall be deemed an appurtenance to such Parcel.

D. All remaining assets, or the proceeds from the sale of such assets, shall be distributed among the Owners of the Assessable Parcels pro rata to the number of Assessment Shares allocated to such Parcels, such that each Assessable Parcel shall receive one undivided share of such assets for each Assessment Share allocated to such Assessable Parcel.

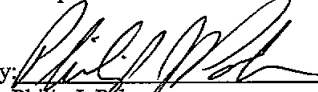
ARTICLE XVI
BINDING EFFECT

The provisions hereof shall bind and inure to the benefit of the members and their respective successors and assigns.

9th IN WITNESS WHEREOF, the above-named subscriber has hereunto set his hand and seals this
day of March 1999.

HERITAGE PARK ASSOCIATES, a Florida general partnership

By: Heritage PP 1, Inc., a Florida corporation, as
general partner

By: 
Philip J. Palmer
As its President

STATE OF FLORIDA
COUNTY OF Charlotte

The foregoing instrument was acknowledged before me this 9th day of March 1999 by Philip J. Palmer, as President of Heritage PP 1, Inc., a Florida corporation and general partner of Heritage Park Associates, a Florida general partnership, on behalf of the corporation and the partnership. The above-named person is personally known to me or has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

Mark A. Loveridge
Signature of Notary Public

(Notary Seal)



Mark A. Loveridge
Print Name of Notary Public

I am a Notary Public of the State of Florida, and my commission expires on 2/19/02.

ACCEPTANCE BY REGISTERED AGENT

The undersigned hereby accepts the designation as registered agent of the foregoing corporation.

Philip J. Palmer
Philip J. Palmer

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