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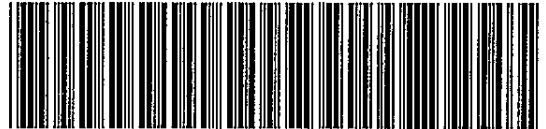
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MRS  
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LAW OFFICES  
OF  
**RICHARD L. LAMB**

1517 20<sup>TH</sup> STREET  
VERO BEACH, FLORIDA  
32960

**MAILING:**  
POST OFFICE BOX 6704  
VERO BEACH, FLORIDA  
32961-6704

PH: (772) 569-8040  
FAX (772) 569-4455  
E-MAIL: [lamb8@earthlink.net](mailto:lamb8@earthlink.net)

February 3, 2006

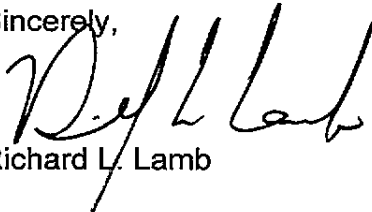
Department of State  
Division of Corporations  
P.O. Box 6327  
Tallahassee, Florida 32314

Re: SANDLIN-WAVES PROPERTY OWNERS ASSOCIATION, INC.

Enclosed are the original and one copy of the articles of incorporation for the above-named proposed Florida Corporation. Also enclosed is a check in the amount of \$78.75, representing the fees for filing and a certified copy.

Thank you for your assistance in this matter.

Sincerely,



Richard L. Lamb

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**ARTICLES OF INCORPORATION**  
**OF**  
**SANDLIN-WAVES PROPERTY OWNERS ASSOCIATION, INC.**

**ARTICLE I**  
**CORPORATE NAME**

The name of this corporation is SANDLIN-WAVES PROPERTY OWNERS ASSOCIATION, INC.

**ARTICLE II**  
**NATURE OF BUSINESS**

**Purpose and Powers of the Association**

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 No. 42-061-40891-1 (Formerly Permit # 42-061-0744N) 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.

The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.

**Duties of Association**

The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the

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systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted or, if modified, as approved in writing by the St. Johns River Water Management District.

### **Dissolution**

In the event of termination, dissolution or final liquidation of the Association, 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 in writing by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

### **Property description**

The Association shall be responsible for the operation and maintenance of the surface or stormwater management system on Lots 6-11, Block 2, Tropical Park Subdivision, Indian River County, Florida.

### **Definitions**

“Surface Water or Stormwater Management System” means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

### **Covenant for Maintenance Assessments for Association**

Assessments shall also be used for the maintenance and repair of the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements.

### **Easement for Access and Drainage**

The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any lot which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-

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exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District.

### **Amendment**

Any amendment to the Covenants and Restrictions which alter any provision relating to the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior written approval of the St. Johns River Water Management District.

### **Enforcement**

The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Covenants and Restrictions which relate to the maintenance, operation and repair of the surface water or stormwater management system.

### **Swale Maintenance**

The Developer has constructed a Drainage Swale upon portions of each property for the purpose of managing and containing the flow of excess surface water, if any, found upon such lot from time to time. Each lot owner, including builders, shall be responsible for the maintenance, operation and repair of the swales on the lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Water Management District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the Drainage Swale shall be authorized and any damage to any Drainage Swale, whether caused by natural or human-induced phenomena, shall be repaired and the Drainage Swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the Drainage swale is located.

### **Duties for the surface water management system:**

- A. Each property owner shall be responsible for his prorata share of the maintenance, operation and repair of the surface water or stormwater management system. "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or

reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

- B. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. Each property owner shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified as approved by the St. Johns River Water Management District.
- C. Any amendment to the Deed Restriction which alters the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.
- D. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Deed Restriction which relate to the maintenance, operation and repair of the surface water or stormwater management system.
- E. Swale Maintenance . The Developer has constructed upon each Lot a Drainage Swale for the purpose of managing and containing the flow of excess surface water, if any, found upon a lot from time to time. Each lot owner, including builders, shall be responsible for the maintenance, operation and repair of the swales on the lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Water Management District.

Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the Drainage Swale shall be authorized and any damage to any Drainage Swale, whether caused by natural or manmade phenomena, shall be repaired and the Drainage Swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the Drainage Swale is located.

This corporation may engage or transact in any or all lawful activities or business permitted under the laws of the United States, the State of Florida or any other state, country, territory or nation.

### **ARTICLE III PRINCIPAL OFFICE**

The principal place of business and mailing address of this corporation are 169 Anchor Drive, Vero Beach, Florida 32963.

### **ARTICLE IV CAPITAL STOCK**

The number of shares of stock that this corporation is authorized to have outstanding at any time is 1000.

**ARTICLE V**  
**INITIAL REGISTERED AGENT AND OFFICE**

The name and address of the initial registered agent are:

Richard L. Lamb, Esq.  
1517 20th Street  
P.O. BOX 6704  
Vero Beach, Florida 32961-6704

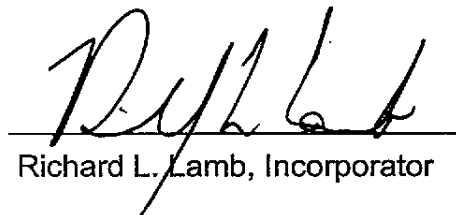
**ARTICLE VI**  
**INCORPORATORS**

The name and address of the incorporator to these articles of incorporation are:

Richard L. Lamb, Esq.  
1517 20th Street  
P.O. BOX 6704  
Vero Beach, Florida 32961-6704

**ARTICLE VII**  
**TERM OF EXISTENCE**

This corporation is to exist perpetually.  
The undersigned has executed these articles of incorporation on February 3, 2006.

  
Richard L. Lamb, Incorporator



Pursuant to the provisions of F.S. 607.0501, the undersigned corporation organized under the laws of the State of Florida, submits the following statement in designating the registered office/registered agent in the State of Florida.

1. The name of the corporation is SANDLIN-WAVES PROPERTY OWNERS ASSOCIATION, INC.

2. The name of the registered agent is Richard L. Lamb.

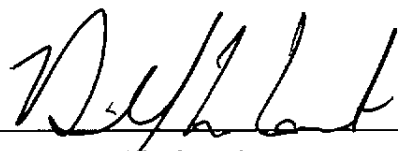
3. The address of the registered agent/registered office is:

1517 20th Street  
P.O. BOX 6704  
Vero Beach, Florida 32961-6704

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### Acceptance

Having been named as registered agent and designated to accept service of process for the above corporation, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of duties, and I am familiar with and accept the obligations of my position as registered agent.

  
By: Richard L. Lamb

Date: February 3, 2006