

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

(A Corporation Not For Profit)

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

(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 19520 Heritage Oak Boulevard., Port Charlotte, Florida 33948.

**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, developed in Charlotte County, Florida (the "Community").
- 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 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 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. 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 as hereinafter set forth:

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

B. Divestment The membership of any 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 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 such Voting Member.

## **ARTICLE VI - BOARD OF DIRECTORS**

A. The affairs of the Association shall be managed by a Board of Directors consisting of seven Directors. The number of Directors comprising succeeding Boards of Directors shall be as provided from time to time in the Bylaws of the Association. The Directors shall be members of the Association.

B. All Directors shall be elected by the members of the Association, or by the Board of Directors to fill a vacancy due to a Director's death, resignation, removal, or in the event that more Director seats are up for election than candidates nominated.

C. 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. All Directors elected shall be elected on a staggered two-year-term basis. Directors shall be elected for two-year terms to fill the vacancies of those Directors whose terms are then expiring. Each elected Director shall serve 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 members of the Association, but not otherwise.

## **ARTICLE VII - OFFICERS**

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.

## **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.

## **ARTICLE XI - REGISTERED OFFICE AND REGISTERED AGENT**

The registered office of the Association shall be 19520 Heritage Oak Blvd., Port Charlotte, FL 33948 and the registered agent at such address shall be Terry L. Owens. 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 name and street address of the association principal office and the subscriber of these Articles is as follows:

Heritage Oak Park Community Association, Inc. a Florida not for profit corporation  
19520 Heritage Oak Boulevard  
Port Charlotte, FL. 33948

## **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 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. 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.

## **DOCUMENT CHANGE HISTORY - APRIL 17, 2007**

<b>CHANGE</b>	<b>SECTION</b>
Changed address of Corporation	Article I & XI
Removed references to surface water management system	Article III B
Removed references to classification of members	Article IV, V, VI B, VI C, VI E & X
Removed names of first Board members	Article VI
Changed name of Registered Agent	Article XI
Changed name of Subscribers	Article XIII
Removed references to community common areas	Article XV B2c

## **DOCUMENT CHANGE HISTORY – JULY 21, 2009**

<b>CHANGE</b>	<b>SECTION</b>
Change descriptions and methods of vacancies filled by Board of Directors	VI B, VI D

IN WITNESS WHEREOF, the above-named subscriber has hereunto set his hand and seals this \_\_\_\_ day of \_\_\_\_\_ 2009.

WITNESSES:

Heritage Oak Park Community Association, Inc,  
a Florida Not For Profit Corporation

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Sharon Rask, President

\_\_\_\_\_  
Print Name of Witness

\_\_\_\_\_  
Vera Allcroft, Secretary

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name of Witness

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2009, by Sharon Rask, as President of Heritage Oak Park Community Association, Inc., a Florida Not For Profit Corporation. 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.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Print Name of Notary Public

I am a Notary Public in the State of Florida and my commission expires on \_\_\_\_\_.



To Whom It May Concern:

At a meeting of the Heritage Oak Park Community Association it was agreed by a unanimous vote of the Board of Directors on July 21, 2009, at a legally advertised Board meeting of the Heritage Oak Park Community Association, Inc., that the Articles of Incorporation for Heritage Oak Park Community Association, Inc. be amended as reflected in Exhibit A attached to this letter. In addition I am attaching a copy of the minutes of said meeting, to be recorded along with this letter and Exhibit A, as action taken by the owners as prescribed in the Articles of Incorporation which is recorded at the Charlotte County Clerks office.

As an officer of the Association, I verify the following to be true and legal action on behalf of the Heritage Oak Park Community Association, Inc.

\_\_\_\_\_  
President

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Printed name

Sworn to (or affirmed) before me this \_\_\_\_ day of \_\_\_\_\_, 2009 by  
\_\_\_\_\_ whose signature appears hereinabove.

\_\_\_\_\_  
Notary Public in the State of Florida

\_\_\_\_\_  
Print Name

My Commission expires \_\_\_\_\_