

ARTICLES OF INCORPORATION
OF

HERITAGE COVE COMMUNITY ASSOCIATION, INC.

FILED
99 AUG 13 PM 4:33
TALLAHASSEE FLORIDA
SECRETARY OF STATE

The undersigned subscribers to these Articles of Incorporation, natural persons competent to contract, hereby form a corporation not for profit under the laws of the State of Florida.

ARTICLE I

The name of this corporation is HERITAGE COVE COMMUNITY ASSOCIATION, INC., a not for profit corporation (the "Association").

ARTICLE II

The nature of the business to be transacted shall be to engage in any activity or business permitted under the laws of the United States and of this State, pursuant to Chapter 617 of the Florida Statutes. The Association is organized for the purpose of providing an entity for the operation of a residential planned development, located in Lee County, Florida.

The Association is organized and shall exist upon a non-stock basis as a non-profit corporation under the laws of the State of Florida, and no portion of any earnings of the Association shall be distributed or inure to the private benefit of any member, Director or officer of the Association. Notwithstanding same, the Declarant during the time that it controls the Association shall be entitled to any net opening profit in any year or years in return for the Declarant's subsidizing the general operations expenses of the Association and to offset existing and future capital improvements and start up costs. For the accomplishment of its purposes, the Association shall have all of the common law and statutory powers and duties of a corporation not for profit under Florida law, except as limited or modified by these Articles, the Declaration of Covenants, Conditions and Restrictions for Heritage Cove Community Association, Inc. (the "Declaration"), or the By-Laws of this Association, and it shall have all of the powers and duties reasonably necessary to operate Heritage Cove Community Association, Inc. (the "Association") pursuant to the Declaration as it may hereafter be amended including, but not limited to, the following:

(A) To levy and collect assessments against all Members of the Association to defray the costs, expenses and losses of the Association, and to use the proceeds of assessments in the exercise of its power and duties.

(B) To own, lease, maintain, repair, replace or operate the Common Areas, including without limitation, the roads, driveways and parking areas, entrances and perimeter walls, and other recreational facilities, street lighting and surface water management systems as permitted by the South Florida Water Management District.

(C) To purchase insurance upon the Common Areas for the protection of the Association and its members.

(D) To reconstruct improvements after casualty and to make further improvements of the Common Areas.

(E) To make, amend and enforce reasonable rules and regulations governing the use of the Common Areas and the operation of the Association.

(F) To sue and be sued, and to enforce the provisions of the Declaration, these Articles and the By-Laws of the Association.

(G) To contract for the management and maintenance of the Common Areas and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by the Declaration to be exercised by the Board of Directors or the membership of the Association.

(H) To employ accountants, attorneys, architects or other professional personnel to perform the services required for proper operation of the Properties.

(I) To acquire, own and convey real property and to enter into agreements or acquire leaseholds, easements, memberships and other possessory or use interests in lands or facilities such as country clubs, golf courses, marinas and other recreational facilities. It has this power whether or not the lands or facilities are contiguous to the lands of Heritage Cove, if they are intended to provide enjoyment, recreation or other use or benefit to the members.

(J) To borrow or raise money for any purposes of the Association; to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidence of indebtedness; and to secure the payment of any thereof, and of the interest therein, by mortgage pledge, conveyance or assignment in trust, of the whole or any part of the rights or property of the Association.

Except as provided herein and in the Master Declaration, all funds and title to all property acquired by the Association shall be held for the benefit of the members in accordance with the provisions of the Declaration, these Articles of Incorporation, and the By-Laws.

ARTICLE III

The corporation shall have perpetual existence.

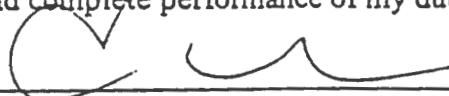
ARTICLE IV

The qualifications required for membership, and the manner in which members shall be admitted to membership, shall be as stated in the By-Laws of the Association. Each and every owner of a lot or unit in this subdivision shall be a member of this Association.

ARTICLE V

The street address of the initial principal office of this corporation is 10481 Six Mile Cypress Parkway, Fort Myers, Florida 33912. The name of the initial registered agent of this corporation is Christopher J. Shields, and the address of the initial registered office is 1833 Hendry Street, Fort Myers, Florida 33901.

Having been named to accept service of process for Heritage Cove Community Association, Inc., I hereby agree to act in this capacity and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

ACCEPTED By: 

ARTICLE VI

The number of Directors shall initially consist of three (3) but may be increased pursuant to the By-Laws, and in no event shall there be fewer than three (3) in number. Directors shall be elected, or appointed to fill a vacancy, in accordance with the By-Laws of the Association.

ARTICLE VII

The name and mailing address of the Directors, President, Vice President and Secretary/Treasurer, who, subject to the By-Laws of the Association shall hold office for the first year of existence of this Association or until his or her successor is elected and has qualified, are:

<u>NAME</u>	<u>ADDRESS</u>
Joseph M. Grimes, President/Director	10481 Six Mile Cypress Parkway Fort Myers, Florida 33912
Darin McMurray, Vice President/Director	10481 Six Mile Cypress Parkway Fort Myers, Florida 33912
Alan R. Burns, Secretary/Treasurer/Director	10481 Six Mile Cypress Parkway Fort Myers, Florida 33912

ARTICLE VIII

The Association is empowered to do and perform all acts reasonably necessary to accomplish the purposes of the Association, which acts are not inconsistent with the powers provided for in Chapter 617, Florida Statutes.

ARTICLE IX

The names and addresses of the subscribers of these Articles of Incorporation are:

<u>NAME</u>	<u>ADDRESS</u>
Joseph M. Grimes, President	10481 Six Mile Cypress Parkway, Suite 101 Fort Myers, Florida 33912
Darin McMurray, Vice President	10481 Six Mile Cypress Parkway, Suite 101 Fort Myers, Florida 33912
Alan R. Burns, Secretary/Treasurer	10481 Six Mile Cypress Parkway, Suite 101 Fort Myers, Florida 33912

ARTICLE X

By-Laws of the Association may be adopted, made, altered or rescinded by the Directors at any regular meeting or any special meeting called for that purpose, so long as they are not inconsistent with the provision of these Articles or the Declaration.

ARTICLE XI

Amendment to the Articles of Incorporation may be proposed by any Director at any regular or special business meeting of the Board of Directors at which a majority is present and, if obtaining a two-thirds (2/3) vote of the Board of Directors present and voting at such meeting properly called and noticed as provided in the By-Laws, shall be submitted to a vote of the membership. If approved by a two-thirds (2/3) affirmative vote of the membership at a meeting of the members properly called and noticed as provided in the By-Laws, such Amendment shall be forwarded to the Secretary of State of the State of Florida and filed and shall become effective upon issuance, by said officer, of a certificate reflecting same.

ARTICLE XII

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the Members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE XIII

To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director and every officer of the Association against all expenses and liabilities, including attorneys fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a Director or officer of the Association. The foregoing right of indemnification shall not be available if a judgment or other final adjudication established that his actions or omissions to act were material to the cause adjudicated and involved:

- (A) Willful misconduct or a conscious disregard for the best interest of the Association, in a proceeding by or in the right of the Association to procure a judgment in its favor.
- (B) A violation of criminal law, unless the Director or officer had no reasonable cause to believe his action was unlawful or had reasonable cause to believe his action was lawful.
- (C) A transaction from which the Director or officer derived an improper personal benefit.
- (D) Wrongfully conduct by Directors or officers appointed by the Developer, in a proceeding brought by or on behalf of the Association.

In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approved such settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer may be entitled.

IN WITNESS WHEREOF, we have hereunto set my hand and seal, acknowledged and filed the foregoing Articles of Incorporation, under the laws of the State of Florida, this 16th day of July, 1999.

Witnesses:

Debra J. Deaton
Erin M. Quake

**HERITAGE COVE
 COMMUNITY ASSOCIATION, INC.**

By: *[Signature]* (SEAL)
 Joseph M. Grimes, President

By: _____ (SEAL)
 Darin McMurray, Vice President

By: *[Signature]* (SEAL)
 Alan R. Burns, Secretary/Treasurer

STATE OF FLORIDA
 COUNTY OF LEE

THE FOREGOING INSTRUMENT was acknowledged before me this 16th day of JULY, 1999, by Joseph M. Grimes, Darin McMurray and Alan R. Burns to me known to be the individuals described in and who executed the foregoing Articles of Incorporation and acknowledged before me that they executed same for the purposes therein expressed.

Erin M. Quake
 Notary Public

(SEAL)
 My Commission Expires: 01/22/2000

f:\wpdata\ej\shome\heritage.cov\articles.doc

NOTARY PUBLIC
 STATE OF FLORIDA
 EVELYN D. DUSHEK
 COMMISSION # CC 528405
 EXPIRES JAN 22, 2000
 BONDED THRU
 ATLANTIC BONDING CO., INC.

FILED
 1999 AUG 13 PM 1:33
 SECRETARY OF STATE
 TALLAHASSEE, FLORIDA