



**ARTICLES OF INCORPORATION OF  
CAPE HAZE RESORT COMMUNITY ASSOCIATION, INC.**

(A Corporation Not For Profit)

Adopted by the Board of Directors 29 November 2018

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.

**ARTICLE I  
NAME; DEFINITIONS**

The name of this corporation shall be: CAPE HAZE RESORT COMMUNITY ASSOCIATION, INC., hereinafter in these Articles referred to as the "Association." The principal office address of the Association is 8401 Placida Road, Cape Haze, Florida 33946.

**ARTICLE II  
PURPOSES**

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

A. To maintain all portions of the Community and improvements therein for which the obligation to maintain and repair has been delegated to the Association by the Declaration of Management Covenants for Cape Haze Resort Community (the "Covenants"), as recorded in the Public Records of Charlotte County, Florida. The terms and provisions of these 2018 Amended Articles of Incorporation ("Articles") are subject to the Covenants as the same may be amended from time to time. Terms used in these Articles shall have the same meaning as set forth in the Covenants.

B. To promote the health, safety and social welfare of Owners and Members located within the Community.

C. To carry out all of the duties and obligations assigned to it as a neighborhood property owners association under the terms of the Covenants.

D. To operate without profit and for the sole and exclusive benefit of its Members.

### **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 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, including but not limited to the maintenance of Community Property and surface water management devices or systems serving the Community.

B. To establish a budget and to fix assessments to be levied against all Members which are subject to assessment pursuant to the Covenants for the purpose of defraying the expenses and costs of effectuating the objects and purposes of the Association. The Board of Directors of the Association shall be authorized but not required to maintain reasonable reserves for Association expenditures, 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.

C. To place liens against any Member subject to assessment, as authorized by the Covenants, 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, 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 manage all matters regarding storm water drainage and management within Cape Haze Resort Community.

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 a two- thirds vote of all Members shall be required to authorize the filing of any litigation brought on behalf of the Association other than suits to enforce collection or lien rights for assessments or payables.

#### **ARTICLE IV MEMBERS**

A. The Members of this Association shall consist of Cape Haze Resort A 11/13 Condominium Association, Inc., Cape Haze Resort B 3/5 Condominium Association, Inc., Cape Haze C 7/9 Condominium Association, Inc., and any other condominium or homeowners' association that may be developed within the Community. A Member does not include and shall not refer to individual Unit Owners or Lot Owners within such condominium or homeowners' associations.

B. The interest of a Member in the funds and assets of the Association may not be assigned, hypothecated, or transferred in any manner.

C. The Secretary of the Association shall maintain a list of the Members of the Association.

#### **ARTICLE V ASSESSMENT AND VOTING**

A. Each Member shall be subject to assessment according to its Assessable Share. "Assessable Share" shall mean and refer to the total assessment to be levied from time to time by Association against each Member Association. The Assessable Share shall be calculated as set forth in Section 1 (a) of the Declaration of Management Covenants for Cape Haze Resort.

B. Each Member shall be entitled to a number of votes equal to the number of Assessable Shares within that Member's respective condominium or homeowners' Association.

#### **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 may be changed by a resolution of the Board of Directors from time to time, but in no event shall there be less than three or more than nine Directors. The Directors shall be unit owners but need not residents of the State of Florida.

- B. All Directors shall be elected by the Members.
- C. Elections shall be by plurality vote. All directors shall be elected for two-year terms.
- D. Any elected Director may be removed from office with or without cause by majority vote of the Members, 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 Board of Directors of the Association shall adopt Bylaws consistent with these Articles. 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 the holders of more than one-half of the total votes of the Association Membership. No amendment, however, altering the number of votes attributable to any Member pursuant to Article V hereof shall be effective without the prior written consent of such Member.

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

The registered office of the Association shall be at 6230 University Parkway Suite 204, Sarasota, FL 34240 and the registered agent at such address shall be Kevin L. Edwards. 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 Declaration of Management Covenants for Cape Haze Resort, 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 Members and/or Lots subject to assessment, 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 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 XIV DISSOLUTION OF THE ASSOCIATION**

A. Upon expiration of the term of the Declaration of Management Covenants for Cape Haze Resort, the Association may be dissolved upon a resolution to that effect being approved by the holders of 80% 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) The surface water management system and any other property determined

by the Board of Directors of the Association to be appropriate for dedication to any applicable municipal or other governmental authority shall be dedicated to such authority provided the authority is willing to accept the dedication.

(2) Except as may be otherwise provided by the terms of the Declaration of Management Covenants for Cape Haze Resort, all remaining assets, or the proceeds from the sale of such assets, shall be apportioned among the Members pro rata to the number of votes attributable to such Members pursuant to Article V hereof and the share of each shall be distributed to the Members accordingly.

**ARTICLE XV  
BINDING EFFECT**

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

IN WITNESS WHEREOF, the above-named subscriber has hereunto set his hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2018.