



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

[Substantial rewording of the Articles of Incorporation. See existing Articles of Incorporation and all amendments thereto for present text.]

The Association does hereby adopt the following Amended and Restated Articles of Incorporation of CAPE HAZE RESORT COMMUNITY ASSOCIATION, INC., which supersedes and replaces the previous Articles of Incorporation and all amendments thereto.

**ARTICLE I
NAME**

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 2019 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 or individual Unit owner 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 uniform Rules and Regulations, bylaws, covenants, and agreements concerning, pertaining, or relating to the Cape Haze Resort Community Property, the Member Associations, the individual Lots and Units in a Member Association, the individual Unit owners, Lot owners, and their tenants and guests, Member Association Common Areas and Elements, and the administration of the Association and the Cape Haze Community. The Rules and Regulations of this Association (Cape Haze Resort Community Association, Inc.) shall take priority over the any restrictions contained in the Declaration of Covenants, Declaration of Condominium, or Rules and Regulations of any "Member Association", Member Association meaning 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 Cape Haze Community.

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 the Rules and Regulations, these Articles of Incorporation, the Bylaws of the Association and the terms and provisions of the Covenants. The Association is authorized to issue fines to Members, Unit owners, Lot owners, and their tenants and guests for violations of the Rules and Regulations, these Articles of Incorporation, the Bylaws of the Association 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. 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.

L. The emergency powers as provided for in Section 720.316, Florida Statutes, as subsequently amended from time to time.

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 the 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 (3) 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 (3) or more than nine (9) Directors. The Directors shall be unit owners but need not be 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 of Incorporation 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 agent and office of the Association, until otherwise determined by the Board of Directors, shall be The Law Offices of Wells | Olah, P.A., 1800 Second Street, Suite 808, Sarasota, Florida 34236. The Board of Directors is authorized to change its registered agent and office in the manner provided by Florida law.

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

A. Indemnity. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceedings, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a Director, officer or committee member of the Association, against expenses (including trial and appellate attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceedings, unless:

1. A court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he or she did not act in good faith, nor in a manner he or she reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, that he or she had reasonable cause to believe his or her conduct was unlawful, and

2. Such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceedings by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful. It is the intent of the Members, by the adoption of this provision, to provide the most comprehensive indemnification possible to their officers, Directors and committee members as permitted by Florida law.

B. Expenses. To the extent that a Director, officer, or committee member of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Article A above, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including trial and appellate attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

C. Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceedings upon receipt of any undertaking by or on behalf of the affected Director, officer, or committee member to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association as authorized herein or as otherwise permitted by law.

D. Miscellaneous. The indemnification provided herein shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of Members or otherwise, and shall continue as to a person who has ceased to be a Director, officer, or committee member and shall inure to the benefit of the heirs and personal representatives of such person. Anything to the contrary notwithstanding, the provisions of this Article may not be amended without the written approval of all persons whose interests would be adversely affected by such amendment.

E. Insurance. The Association shall have the power to purchase and maintain



insurance on behalf of any person who is or was a Director, officer, or committee member against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of this Article.

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 their respective successors and assigns.