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CAPITAL CONNECTION, INC.

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Carlton Vero Beach
Community Association,
Inc

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- Art of Inc. File
- LTD Partnership File
- Foreign Corp. File
- L.C. File
- Fictitious Name File
- Trade/Service Mark
- Merger File
- Art. of Amend. File
- RA Resignation
- Dissolution / Withdrawal
- Annual Report / Reinstatement
- Cert. Copy
- Photo Copy
- Certificate of Good Standing
- Certificate of Status
- Certificate of Fictitious Name
- Corp Record Search
- Officer Search
- Fictitious Search
- Fictitious Owner Search
- Vehicle Search
- Driving Record
- UCC 1 or 3 File
- UCC 11 Search
- UCC 11 Retrieval
- Courier

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**ARTICLES OF INCORPORATION
OF
CARLTON VERO BEACH COMMUNITY ASSOCIATION, INC.
(A Florida Corporation Not For Profit)**

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In order to form a corporation not for profit under and in accordance with the provisions of Chapter 617 of the Florida Statutes, the undersigned hereby incorporates the corporation not for profit for the purposes and with the powers hereinafter set forth and, to that end, the undersigned, by these Articles of Incorporation, certifies as follows:

**ARTICLE I
DEFINITIONS**

The terms contained in these "Articles" with initial capital letters have the meaning defined in the Declaration of Protective Covenants and Restrictions for Carlton Vero Beach Community to be recorded amongst the Public Records along with these Articles.

The following words and phrases when used in these Articles of Incorporation (unless the context clearly reflects another meaning) shall have the following meanings:

- A. "Director" means a member of the Board.

**ARTICLE II
NAME**

The name of this Corporation shall be CARLTON VERO BEACH COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, whose present address is 8000 A-1-A, Indian River Shores, Florida 32963.

**ARTICLE III
PURPOSES**

The purpose for which the Corporation is organized is to take title to, operate and maintain the Corporation Property in accordance with the terms, provisions and conditions contained in the Master Declaration and to carry out the covenants and enforce the provisions relative to the Corporation as set forth in the Carlton Vero Beach Community Documents and to operate, lease, trade, sell and otherwise deal with the personal and real property of the Corporation.

**ARTICLE IV
POWERS**

The powers of the Corporation shall include and be governed by the following provisions:

- A. The Corporation shall have all of the common law and statutory powers of a corporation not for profit, which are not in conflict with the terms of the Carlton Vero Beach Community Documents.

B. The Corporation shall have all of the powers to be granted to the Corporation in the Master Declaration.

C. The Corporation shall have all of the powers reasonably necessary to implement its purposes, including, but not limited to, the following:

1. To do any acts required or contemplated by it under the Master Declaration or any other of the Carlton Vero Beach Community Documents;
2. To make, establish and enforce reasonable rules and regulations governing Carlton Vero Beach Community or any portions thereof including, without limitation, the Corporation Property;
3. To make, levy and collect assessments for the purpose of obtaining funds for the payment of Operating Expenses in the manner provided in the Master Declaration, and to use and expend the proceeds of such assessments in the exercise of its powers and duties hereunder;
4. To administer, manage and operate Carlton Vero Beach Community in accordance with the Carlton Vero Beach Community Documents and to maintain, repair, replace and operate the Corporation Property in accordance with the Carlton Vero Beach Community Documents;
5. To enforce by legal means the obligations of the membership of the Corporation and the provisions of the Carlton Vero Beach Community Documents;
6. To employ personnel, retain independent contractors and professional personnel and enter into service and management contracts to provide for the maintenance, operation, management and administration of the Corporation Property and to enter into any other agreements consistent with the purposes of the installation, maintenance and operation of the master television antenna system and a cable television, security, pest control and communications system, if any, and street light system;
7. To enter into the Master Declaration and any amendments, supplements and modifications thereto and instruments referred to therein as well as any Community Declaration and Condominium Declaration that may be created;
8. To deal with other corporations and the Associations or representatives thereof on matters of mutual interest; and
9. To provide, to the extent deemed necessary by the Board, any and all services and do any and all things which are incidental to or in furtherance of things listed above or to

carry out the Corporation mandate to keep and maintain Carlton Vero Beach Community in a proper and aesthetically pleasing condition and to provide the Owners with services, amenities, controls and enforcement which will enhance the quality of the life at Carlton Vero Beach Community.

**ARTICLE V
MEMBERS**

The qualification of Members, the manner of their admission to membership, the termination of such membership and voting by Members shall be as follows:

A. Until such time as the first deed of conveyance of a Dwelling Unit from Developer to an Owner is recorded amongst the Public Records, the membership of the Corporation shall be comprised solely of Developer.

B. After conveyance of the first Dwelling Unit in Carlton Vero Beach Community, the membership of the Corporation shall be comprised of "Members" (as hereinafter set forth).

C. The manner of their admission to membership, the manner of the termination of such Membership, and the manner of voting by Members shall be as follows:

1. Once any Dwelling Unit has been conveyed to an Owner other than Developer, the Owners, which include Developer, shall be entitled to exercise all of the rights and privileges of Members. Membership in the Corporation, other than by Developer, shall be established by the acquisition of ownership of fee title to a Dwelling Unit as evidenced by the recording of a deed or other instrument of conveyance amongst the Public Records whereupon the membership of the prior Owner shall terminate as to that Dwelling Unit. Where title to a Dwelling Unit is acquired from a party other than Developer, the person, persons, corporation or other legal entity thereby acquiring such Dwelling Unit shall not be a Member unless and until such acquisition is in compliance with the provisions of the applicable Declaration. When a Dwelling Unit is constructed on a lot owned by an Owner, the Owner of that Dwelling Unit becomes a Member only upon issuance of the certificate of occupancy for the Dwelling Unit. New Members shall deliver to the Corporation a certified copy of the deed of conveyance, letter of approval or other instrument of acquisition of title to the Dwelling Unit and, in the case of a Dwelling Unit constructed on a single family lot owned by an Owner other than Developer, a copy of the certificate of occupancy.

2. No Member may assign, hypothecate or transfer in any manner his membership or his share in the funds and assets of the Corporation except as an appurtenance to his Dwelling Unit.

3. With respect to voting, the following provisions shall apply:

i. Each Member, other than Developer, shall be entitled to only one (1) vote, which vote shall be exercised and cast in accordance with the Master Declaration. In the event there is more than one (1) Owner with respect to a Dwelling Unit as a result of the fee interest in such Dwelling Unit being held by more than one (1) person or entity, such Owners collectively shall be entitled to only one (1) vote.

ii. Developer shall be entitled to votes as follow:

A. Before the Transfer Date, Developer shall have the number of votes equal to the number of Dwelling Units it owns, plus the number of proposed Dwelling Units on Uncommitted Property it owns or is under contract to purchase, plus the number of votes necessary to maintain 75% of all votes of Members.

B. After the Transfer Date, Developer shall have the number of votes equal to the number of Dwelling Units it owns, plus the number of proposed Dwelling Units on Uncommitted Property it owns or is under contract to purchase.

iii. In matters that require a vote, matters shall be voted on by the Members and shall be determined by a vote of the majority of the Membership in attendance at any meeting having a quorum, unless otherwise required by law or in the Carlton Vero Beach Community Documents. A quorum of the Members shall consist of 30 percent of the number of Members entitled to cast a vote.

iii. The membership shall be entitled to elect the Board as provided in Article IX of these Articles.

D. Developer shall be a Member of the Corporation so long as Developer owns or is under contract to purchase any Dwelling Unit or portion of Carlton Vero Beach Community.

E. Each and every Member shall be entitled to the benefits of membership, and shall be bound to abide by the provisions of the Carlton Vero Beach Community Documents. All decisions of the Corporation shall be made by the Board as hereinafter provided.

ARTICLE VI TERM

The term for which the Corporation is to exist shall be perpetual. In the event of dissolution of the Corporation

(unless same is reinstated), other than incident to a merger or consolidation, all of the assets of the Corporation shall be conveyed to a similar homeowners' association or a public agency having a similar purpose, or any Member may petition the applicable Circuit Court of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Corporation and its properties in the place and stead of the dissolved Corporation and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Corporation and its properties.

**ARTICLE VII
OFFICERS**

A. The affairs of the Corporation shall be managed by the President of the Corporation, assisted by the Secretary and the Treasurer, and, if any, by one or more Vice President(s), the Assistant Secretary(ies) and Assistant Treasurer(s), subject to the directions of the Board.

B. The Board shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine. The President shall be elected from amongst the Directors, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, the offices of President and a Vice President shall not be held by the same person, nor shall the offices of President and Secretary or Assistant Secretary be held by the same person.

**ARTICLE VIII
FIRST OFFICERS**

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President	R. Mason Simpson
Secretary	Robert F. Nagel
Treasurer	R. Mason Simpson

**ARTICLE IX
BOARD OF DIRECTORS**

A. There shall be three (3) members on the first Board ("First Board") who are to serve until the "Transfer Date" as described herein. The number of members of the Board subsequent to the First Board shall be as provided in Paragraph C of this Article. Except for Developer-appointed Directors, Directors must be selected from amongst the Members or the spouses, parents or children of such Members.

B. The names and street addresses of the persons who are to serve as the First Board are as follows:

<u>NAME</u>	<u>ADDRESS</u>
R. Mason Simpson	8000 A-1-A, Indian River Shores, Florida 32963
Robert F. Nagel	8000 A-1-A, Indian River Shores, Florida 32963
Dwayne Tallman	8000 A-1-A, Indian River Shores, Florida 32963

Developer reserves the right to remove members of the First Board and to appoint replacements in the event a vacancy is created on the First Board.

C. The First Board shall be the Board of the Corporation until the Transfer Date. Upon the Transfer Date, Developer shall cause all but one of the members of the First Board to resign, whereupon the Members shall select two (2) Directors. So long as Developer continues to hold for sale in the ordinary course of business at least five percent of the proposed Dwelling Units of the Total Property within Carlton Vero Beach Community, Developer shall be entitled (but not required) to appoint at least one (1) Director. The Board so selected pursuant to this Paragraph C (including the one Director selected by Developer, if any) shall serve until the next annual meeting of the Board as set forth in the Bylaws of the Corporation whereupon a new Board shall be selected in the manner provided herein and as set forth in the Bylaws of the Corporation. Vacancies on the Board shall be filled in accordance with the Bylaws.

D. The "Transfer Date" shall be the sooner to occur of the following:

1. Three (3) months after the conveyance by Developer of ninety percent (90%) of the Dwelling Units planned to be contained in Carlton Vero Beach Community; or
2. When Developer elects to turn over control of the Board to the Members.

E. The Board shall control the operation of the Corporation and shall possess all of the powers of the Corporation. All decisions of the Board, except the amendment of these Articles, shall be by a majority vote of the Directors present at a meeting of the Board at which a quorum is present and each Director shall be entitled to one (1) vote.

ARTICLE X INDEMNIFICATION

Every Director and every officer of the Corporation shall be indemnified by the Corporation against all costs, expenses and liabilities, including Legal Fees reasonably incurred by or imposed upon by him or her in connection with any proceeding, litigation or settlement in which he or she may be a party, or in which he or she may be involved, by reason of his or her being or having been a Director or officer of the Corporation, whether or not he or she is a Director or officer at the time such cost, expense or liability is incurred, except in such cases wherein the Director or officer is adjudged to have engaged in willful misfeasance or malfeasance in the performance of his or her duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Corporation. The foregoing right of indemnification shall be in addition to and not exclusive of any and all rights to which such Director or officer may be entitled by common or statutory law.

ARTICLE XI BYLAWS

The Bylaws of the Corporation shall be adopted by the First Board and thereafter may be altered, amended or rescinded as set forth herein. In the event of any conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

ARTICLE XII AMENDMENTS

A. Prior to the conveyance by Developer of a Dwelling Unit to an Owner, these Articles may be amended only by a written instrument signed by Developer and filed in the Office of the Secretary of State of the State of Florida.

B. After the conveyance by Developer of a Dwelling Unit to an Owner, these Articles may be amended in the following manners:

1. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting of the Board at which such proposed amendment is considered and the Board must approve such proposed amendment by a vote of two-thirds (2/3) of all Directors; or

2. By all of the Directors signing an instrument amending these Articles and filing such instrument in the office of the Secretary of State of the State of Florida.

C. No amendment may be made to the Articles which shall in any manner reduce, amend, affect or modify the provisions and

obligations set forth in the Master Declaration or any amendments or supplements thereto. For so long as Developer owns or is under contract to purchase a Dwelling Unit or a portion of the Total Property, the Articles shall not be amended without the consent of Developer.

D. A copy of each amendment shall be certified by the Secretary of State of the State of Florida and recorded in the Public Records.

E. Notwithstanding the foregoing provisions of this Article XII, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of: (i) Developer, including the right to designate and select members of the Board as provided in Article IX hereof, without the prior written consent thereto by Developer; or (ii) any Institutional Mortgagee (as such term is defined in the Master Declaration) without the prior written consent of such Institutional Mortgagee.

**ARTICLE XIII
REGISTERED OFFICE AND REGISTERED AGENT & INCORPORATOR**

The street address of the Corporation is 8000 A-1-A, Indian River Shores, Florida 32963 and the Incorporator shall be R. Mason Simpson, and the street address for the initial registered agent for the Corporation is 1061 E. Indiantown Road, Suite 400, Jupiter, Florida 33477 and the initial registered agent shall be Philippe Jeck.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature, this 25 day of March, 1999.

R. Mason Simpson, Pres
R. Mason Simpson

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, appeared R. Mason Simpson, to me known to be the person described as Incorporator of CARLTON VERO BEACH COMMUNITY ASSOCIATION, INC., and he acknowledged before me that he executed the same for purposes therein expressed. He is personally known to me or who has produced as identification.

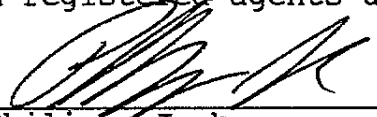
WITNESS my hand and official seal in the County and State last aforesaid this 25 day of March 1999.

Dwayne E. Tallman
Notary Public
State of Florida at Large
My Commission Expires:

Dwayne E. Tallman
MY COMMISSION # CC769122 EXPIRES
September 6, 2002
DWAYNE E. TALLMAN INSURANCE, INC.

STATE OF FLORIDA)
) SS:
COUNTY OF Palm Beach)

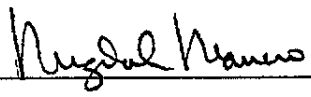
The undersigned hereby accepts the designation of Registered Agent as set forth in Article XIII of these Articles of Incorporation, and acknowledges that he is familiar with, and accepts the obligations imposed upon registered agents under the Florida General Corporate Act.




Philippe Jeck
Dated: 3/25/99

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 25th day of March, 1999, by Philippe Jeck, as Registered Agent, who is personally known to me or who has produced _____ as identification.

(SEAL) 

Print name: Migdalia Marrero
Notary Public, State of Florida
My Commission expires:

 Migdalia Marrero
My Commission CC805668
Expires April 7, 2000

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