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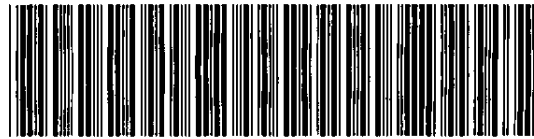
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9/21/16

ARTICLES OF INCORPORATION

OF

CASCADES AT SOUTHERN HILLS RESIDENT'S ASSOCIATION II, INC.

(a Florida corporation not-for-profit)

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The undersigned incorporator hereby makes, subscribes, acknowledges and files with the Secretary of State of the State of Florida these Articles of Incorporation of Cascades at Southern Hills Residents' Association II, Inc., for the purposes of forming a not-for-profit corporation in accordance with the laws of the State of Florida.

I. NAME AND ADDRESS

The name of this corporation shall be CASCADES AT SOUTHERN HILLS RESIDENTS' ASSOCIATION II, INC. (the "Association"). The address of the Association shall be 9625 Wes Kearney Way, Riverview, Florida 33578, or such other address as the Association may hereinafter select.

II. DEFINITIONS

All capitalized terms utilized in these Articles of Incorporation shall have the meanings ascribed to them in the Declaration of Covenants, Conditions and Restrictions of Cascades at Southern Hills Plantation II ("Declaration").

III. PURPOSES

The general nature, objects and purposes for which the Association has been organized are for providing an entity under Chapter 720, Florida Statutes for the operation of that certain residential community referred to as Southern Hills Plantation II. The specific purposes are as follows:

A. To provide an entity for the furtherance of the interests of the Owners of property within Cascades at Southern Hills Plantation II.

B. To own, lease, operate, manage, repair, maintain, reconstruct, restore, renovate, rebuild, replace, improve and alter the Common Areas and the Limited Common Areas and the Improvements situated thereon in or benefiting Southern Hills Plantation II or any portion thereof, including, without limitation, any privately-held utility systems and roadways within Southern Hills Plantation II, and to procure and maintain insurance which the Board determines is necessary or appropriate relating to such Common Areas and Limited Common Areas, and to pay all taxes, assessments and utility charges relating thereto.

C. To control the specifications, architecture, design, appearance, elevation and location of, and landscaping around, all buildings and improvements of any type,

including walls, fences, swimming pools, antennae, sewers, drains, disposal systems or other structures constructed, placed or permitted to remain in the Property, as well as the alteration, improvement, addition or change thereto.

D. To maintain or provide for the maintenance, repair, replacement, improvement and reconstruction, as necessary, desirable or appropriate of the Surface Water Management System.

E. To promote the health, safety, and social welfare of the owners of property referred to as Cascades at Southern Hills II as described in the Declaration and to provide or provide for such services which the Association may periodically determine are necessary or desirable to further the interests of the Owners within Cascades at Southern Hills II, together with the capital improvements, regular maintenance and repair, equipment and personnel pertaining to the providing of such services.

F. To provide, purchase, lease, acquire, replace, improve, maintain and repair such private and public real property, buildings, structures, street lights and other structures, landscaping, paving and equipment related to the furtherance of the interests and convenience of the Members of the Association, as the Board in its discretion determines necessary, appropriate, and convenient.

G. To perform all the functions, duties and obligations contemplated for the Association in the Declaration.

H. To operate the Association without profit for the benefit of its Members and the Cascades at Southern Hills II.

I. To do, perform or provide any other acts, services or matters whatsoever that are not in conflict with these Articles or the Bylaws and that may be allowed under Florida Statutes, or any successor statutes thereto.

IV. GENERAL POWERS

The general powers that the Association shall have are as follows:

A. To hold funds for the benefit of the Members for purposes set forth in these Articles and in the Bylaws and the Declaration.

B. To promulgate and enforce rules, regulations, Bylaws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized and to further the interests of the Owners and other Persons.

C. To establish procedures and policies relating to the governance and operation of the Association, the Common Areas, the Limited Common Areas and the Improvements thereon.

D. To enter into contracts with such Persons as the Board deems necessary or appropriate to provide for the administration, operation and/or management of the Association's affairs and satisfaction of the Association's obligations.

E. To delegate power or powers where such is deemed in the interest of the Association.

F. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of any interest in real or personal property, except to the extent restricted hereby.

G. To own, lease, operate, manage, repair, maintain, reconstruct, restore, renovate, rebuild, replace, improve and alter the Common Areas, the Limited Common Areas and the Improvements situated thereon.

H. To enter into, make, perform or carry out contracts and agreements of every kind with any Person.

I. To fix regular or special dues, charges, fees and assessments to be levied upon the Owners within Cascades at Southern Hills II and against their Lots to defray the costs, fees, and capital and non-capital expenditures of the Association and to effectuate the objectives and purposes of the Association, and to fix fines and other charges for the nonpayment of such dues, charges, fees or assessments or for the violation of the Articles, Bylaws, and Declaration, and to authorize the Board, in its discretion, to enter into, perform and carry out contracts or agreements with such Persons as are selected by the Board from time to time to provide for the collection of such dues, charges, fees and assessments.

J. To commence actions, suits or proceedings to (i) restrain, prevent, terminate or enjoin any breach or threatened breach of the Declaration, the Articles or Bylaws, (ii) enforce, by mandatory injunction or otherwise, the provisions of the Declaration, the Articles and the Bylaws, and (iii) to collect any assessments, fees, dues, fines, charges or other amounts due to the Association from any Owner or any Person or entity claiming by or through such Owner.

K. To create reserves to provide for the deferred maintenance, renovation, rebuilding, reconstruction, replacement, improvement or alteration of any portion of the Common Areas or the Improvements situated thereon.

L. To control the specifications, architecture, design, appearance, elevation and location of all Improvements situated in, upon or under the Property.

M. To enter upon any Lot for the purpose of ascertaining whether the Owner thereof is in compliance with the Declaration, these Articles and the Bylaws and to undertake such actions as the Association in its discretion determines is necessary or appropriate to insure full, complete and continuing compliance with the Declaration, these Articles and the Bylaws.

N. To separately charge any Owner for services rendered by the Association to any such Owner or those claiming by or through any such Owner and to separately charge any user of Association property when such separate charge is deemed appropriate by the Board.

O. To pay taxes, assessments, utilities and other charges, if any, levied or assessed on or against any Common Area and property owned, leased or maintained by the Association.

P. To procure, pay for and maintain any and all insurance deemed necessary, desirable or appropriate by the Board to be procured, maintained and paid for by the Association, including, without limitation, insurance for property damage, personal injury, comprehensive liability, fidelity, errors and omissions, and any and all other types of insurance.

Q. To operate, maintain, and manage surface water and storm water management systems in a manner consistent with the Southwest Florida Water Management District ("SWFWMD") requirements and applicable SWFWMD rules, and shall assist in the enforcement of the Declaration which relate to the surface water or storm water management systems.

R. To make such dedications, whether by easement or fee conveyance, of any portion of the Common Areas or Limited Common Areas deemed necessary, reasonable or appropriate by the Board, and as may be otherwise required or requested by any governmental entity having jurisdiction over the Property.

S. To borrow money for the purposes of improving, repairing and replacing the Common Areas and the Limited Common Areas, and acquiring additional Common Area, and to encumber the Common Areas in connection with such financing, except to the extent limited by the terms of the Declaration.

T. To do any and all acts necessary or expedient for carrying on or accomplishing any and all of the purposes for which the Association has been formed and for effectuating all of the powers and objectives set forth in these Articles of Incorporation and in the Declaration which are not forbidden by the laws of the State of Florida.

U. To have, in general, all powers conferred upon a not-for-profit corporation by the laws of the State of Florida, except as prohibited herein, which are necessary or convenient to accomplish any of the objectives and purposes for which the Association is organized.

V. MEMBERS; VOTING

A. Each Owner, including the Developer, of fee simple title to a Lot within Cascades at Southern Hills II shall automatically become a Member of the Association for so long as such ownership continues. Association membership shall be an interest which is appurtenant to fee simple title to a Lot within Cascades at Southern Hills II and shall not be divisible or transferable separate and apart from ownership of any such Lot

B. The Association has two (2) classes of voting membership. All votes aggregated from all voting memberships shall constitute the total outstanding votes available for voting purposes in determining the action of the Association on any matter to be approved by vote of all Members ("Outstanding Votes"). If any matter is to be approved by a single class of

Members, then the "Outstanding Votes" for such purposes shall mean all votes aggregated from such class only.

1. Class A. Class A Members shall be all Owners, with the exception of the Developer, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

2. Class B. The Class B Member(s) shall be the Developer. The Class B Member (s) shall be entitled to the same number of votes held by all other Members of the Association plus one; provided however that notwithstanding any provision to the contrary, the Developer shall have the right to appoint the entire Board of Directors of the Association until three months after 90% of the Lots have been conveyed to Owners other than the Developer, or at an earlier date at the sole discretion of the Developer.

At such time as the Class B Membership ceases, the Developer shall call a meeting, as provided in the Bylaws for Special Meetings, to provide for the turnover of control of the Board of Directors to the Owners at that time. The Developer shall have the right to appoint at least one member to the Board of Directors for so long as the Developer owns any property within Cascades at Southern Hills II. The Bylaws may include terms and provisions which permit the Board, in its discretion, to suspend or terminate certain of the rights, interests and privileges of Members under the circumstances described therein.

C. The rights, duties, privileges and obligations of each Member of the Association shall be those set forth herein and in the Declaration and Bylaws, and all such rights, duties, privileges and obligations shall be exercised in accordance with the terms, provisions, covenants, restrictions and conditions set forth herein and in the Declaration and Bylaws of the Association.

VI. BOARD OF DIRECTORS

A. The affairs of the Association shall be managed and directed by a Board of Directors which shall include at least three (3) Directors. Only individuals may serve as Directors, but Directors need not be Owners. The initial Board shall consist of three (3) Directors, who shall be appointed by Developer, and who shall thereafter be appointed and elected as provided in the Bylaws and the Declaration.

B. The names and address of the Members of the initial Board, who shall hold offices until an election is held by the Members for the election of Directors, or until their successors are elected or appointed and have qualified in accordance with the Bylaws, are as follows:

<u>Name</u>	<u>Address</u>
Bing Charles W. Kearney, Jr.	9625 Wes Kearney Way Riverview, Florida 33578

Frank M. Valente

9625 Wes Kearney Way
Riverview, Florida 33578

James M. Reed

9625 Wes Kearney Way
Riverview, Florida 33578.

At long as Developer shall have the right to appoint the Board of Directors, Directors need not be Members of the Association and not be residents of the State of Florida. All Directors appointed by the Developer shall serve at the pleasure of the Developer, and may be removed from office, and a successor Director may be appointed at any time by the Developer. At the time of turnover of control of the Board of Directors to the Owners, the number of Directors shall automatically become five (5) Directors. At the first annual election to the Board of Directors where Directors are elected by the Owners, the term of office of the three (3) elected Directors receiving the highest plurality of votes shall be established at two (2) years, with the other elected Directors to serve for a term of one (1) year. Elections shall be by plurality votes.

All Directors shall hold office until the election of new Directors at the next annual meeting or resignation of said Director. Each year thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time, and the term of the Director so elected appointed at each annual election shall be for two (2) years expiring at the second annual election following their election, and thereafter until their successors are duly elected and qualified, or until removed from office with or without cause by the affirmative vote of a majority of Members which elected or appointed them. Any Director appointed by the Class B Member shall serve at the pleasure of the Class B Member and may not be removed except by action of the Class B Member, and may be removed from office, and a successor director may be appointed, at any time by the Class B Member.

VII. OFFICERS

The Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board may from time to time, by resolution, create. Any two or more offices may be held by the same person except the offices of President and Secretary. Officers shall be elected for one (1) year terms in accordance with the procedures set forth in the Bylaws. The names of the Officers who are to manage the affairs of the Association until the first annual meeting of the Board of Directors and until their successors are duly elected and qualified are:

President/Treasurer

Bing Charles W. Kearney, Jr.

Vice President

James M. Reed

Vice President Secretary/treasurer

Frank M. Valente.

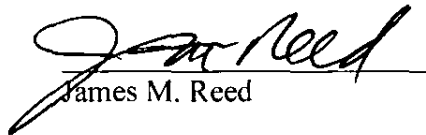
VIII.

REGISTERED OFFICE AND REGISTERED AGENT

The Association's principal office and mailing address is located at 9625 Wes Kearney Way, Riverview, Florida 33578. James M. Reed is hereby appointed the initial registered agent of the Association. Both the Association's registered office and registered agent may be changed from time to time as provided by law.

Agent Acceptance:

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.


James M. Reed

IX.

INCORPORATOR

The name and street address of the incorporator for these Articles of Incorporation is: James M. Reed, 9625 Wes Kearney Way, Riverview, FL 33578.

X.

CORPORATE EXISTENCE

The Association shall have perpetual existence unless sooner dissolved in accordance with the laws of the State of Florida. If the Association is dissolved, the property consisting of the surface water management system will be conveyed to an appropriate agency of local government. If this conveyance of property is not accepted, then the surface water management system will be dedicated to a similar not-for-profit corporation.

XI.

BYLAWS

The Board shall adopt Bylaws consistent with these Articles. The Association reserves to the Board the right to modify, amend or rescind the Bylaws from time to time in whole or in part only by a majority vote of the Directors present at any duly called and convened meeting of the Board at which a quorum is present. All rights, interests and privileges conferred upon any Member of the Association by these Articles or the Bylaws shall be subject to and subordinate to such reservation.

XII.

INTERPRETATION

These Articles are to be interpreted, construed, and enforced together with the Bylaws and the Declaration to avoid inconsistencies or conflicting results. If a conflict necessarily results or an ambiguity exists, the provisions of the Declaration shall control anything to the contrary in these Articles or in the Bylaws, and the provisions of these Articles shall control anything to the contrary in the Bylaws.

XIII.

AMENDMENT TO ARTICLES OF INCORPORATION

A. For so long as the Developer has the right to elect a majority of the Board of Directors, the Developer shall have the right without the joinder or consent of any Owner, the Association, the holder of any mortgage, lien or other encumbrance affecting any portion of the Property, or any other Person to amend these Articles: (a) to comply with any requirements of a governmental agency, institutional Mortgagee, or other Person (including the Federal National Mortgage Association, Veterans Administration, or the Federal Housing Authority) willing to make, insure, guaranty, or purchase mortgage loans secured by a Lot; or (b) to cure any ambiguity or error or any inconsistency between these provisions and the other Legal Documents; or (c) to comply with the requirements of law or any governmental permit or approval applicable to the Property; or (d) for any other reason deemed by the Developer to be advisable, desirable or beneficial for the Property and the Association.

B. Other amendments to these Articles may be proposed and adopted in the manner from time to time provided by the laws of the State of Florida, except that each such amendment must have the approval of two-thirds (2/3) of each class of Members, and the written approval of Developer for so long as Developer owns and holds any Lot for sale in the ordinary course of business or has the right to elect a majority of the Board of Directors.

C. The rights, interests and privileges conferred upon any Member of the Association by these Articles are subject to the right of the Association to alter, amend or rescind these Articles.

XIV.

INDEMNIFICATION OF OFFICERS AND DIRECTORS

1. The Association hereby indemnifies any Director or officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

a. Whether civil, criminal, administrative or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought impose a liability or penalty on such person for any act alleged to have been committed by such person in his capacity of Director or officer of the Association, or in his capacity as a Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interests of the Association or that he had reasonable grounds for belief that such action was

unlawful.

b. By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or officer of the Association, or by reason of his being or having been a Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association. Such person shall not be entitled to indemnification in relation to matters as to which such person has been adjudged to have been guilty of negligence or misconduct in the performance of his duty to the Association unless and only to the extent that the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

XV. INCORPORATOR

The name and business address of the incorporator is:

NAME	ADDRESS
James M. Reed	9625 Wes Kearney Way Riverview, Florida 33578.

IN WITNESS WHEREOF, the undersigned incorporator has hereto set his hand and seal on behalf of Cascades at Southern Hills Residents' Association II, Inc., this 15th day of September, 2016.

Witnesses:

Ariel B Kent

ARIEL KENT

Printed Name

Amanda Bowers

Amanda Bowers

Printed Name

CASCADES AT SOUTHERN HILLS
RESIDENTS' ASSOCIATION II, INC.,
a Florida not-for-profit corporation

By: *James M. Reed*

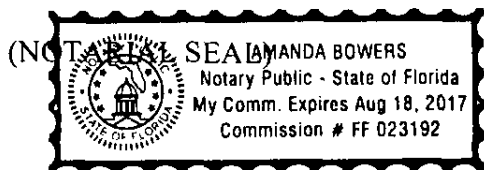
Name: James M. Reed

Title: Incorporator/Vice President

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 19th day of September, 2016, by James M. Reed, who is personally known to me or produced _____ as identification.



My Commission Expires:

Amanda Bowers
Notary Public
State of Florida at large

Print Name: Amanda Bowers