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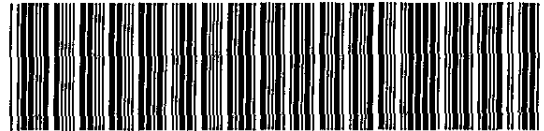
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☒ CERTIFIED COPY _____ CUS _____

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1.) Island of Happiness Community Association, Inc.
(CORPORATE NAME & DOCUMENT #)

2.) _____
(CORPORATE NAME & DOCUMENT #)

3.) _____
(CORPORATE NAME & DOCUMENT #)

4.) _____
(CORPORATE NAME & DOCUMENT #)

5.) _____
(CORPORATE NAME & DOCUMENT #)

SPECIAL INSTRUCTIONS _____

ARTICLES OF INCORPORATION

OF

Island of Happiness Community Association, Inc.
(A corporation not for profit)

FILED

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**SECRETARY OF STATE
TALLAHASSEE, FLORIDA**

The undersigned, acting as the incorporator of a non-profit corporation under Chapter 617 of the Florida Statutes, does hereby adopt, the following Articles of Incorporation:

ARTICLE I

The name of the corporation, hereinafter called the "Association", shall be ISLAND OF HAPPINESS COMMUNITY ASSOCIATION, INC.

ARTICLE II

The specific primary purposes for which the Association is formed are to provide for maintenance, preservation, and architectural control of the residential Lots, Common Areas, and Common Elements within a certain tract of real property described in the Declaration of Covenants, Conditions and Restrictions for ISLAND OF HAPPINESS COMMUNITY ASSOCIATION, INC, (hereinafter called "Declaration"), and to promote the health, safety, and welfare of the residents within the above-described development of such additions thereto as may hereafter be brought within the jurisdiction of the Association under the terms of the Declaration.

In furtherance of such purposes, the Association shall have the power to:

a) Perform all of the duties and obligations of the Association as set forth in the Declaration applicable to the development and to be recorded in the Public Records of Lee County, Florida;

b) Assess, levy, and collect, and enforce payment by any lawful means of all charges and assessments pursuant to the terms of the Declaration; and pay all expenses in connection therewith, and all office and other expenses incidental to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied on or imposed against the property of the Association;

c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease transfer, dedicate to public use, or otherwise dispose of real and personal property in connection with the affairs of the Association;

d) Borrow money and, subject to the consent by vote or written instrument of two-thirds (2/3) of the Members, mortgage, pledge, convey be deed of trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

e) Dedicate, sell, or transfer all or any part of the common areas to any municipality, public agency, authority, or utility for such purposes and subject such conditions as may be agreed upon by the Members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of the Members, agreeing to such dedication, sale or transfer;

f) Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, or annex additional residential property or common elements, provided that any merger or consolidation shall have the assent by vote or written instrument of two-thirds (2/3) of the Members;

g) Have and exercise any and all powers, rights, and privileges that a non-profit corporation organized under Chapter 617 of the Florida Statutes by law may now or hereafter have or exercise.

The Association is organized and shall be operated exclusively for the purposes set forth above. The activities of the Association will be financed by assessments against Members as provided in the Declaration, and no part of the income of the Association shall be distributed to the Members, directors or officers of the Association except as permitted by Chapter 617 F.S. or its successor statutes.

ARTICLE III

a) The Association shall be a membership corporation without certificates or shares of stock.

b) Every person or entity who is a record owner of a vested present fee or undivided fee interest in any Residential Unit subject to the Declaration shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of a Residential Unit which is subject to assessment by the Association. Membership rights and duties shall be subject to and controlled by the Declaration, which is in the form of a covenant running with the land.

c) There shall be no vote for any Residential Unit owned by the Association.

d) Change of membership in the Association shall be established by recording in the Public Records of Lee County, Florida, a deed or other instrument establishing record title to a Residential Unit subject to the Declaration and written notice to the Association of such change in title. The Owner designated by such instrument thus becomes a Member of the Association, and the membership of the prior Owner is terminated.

e) The share of a Member in funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner, except as an appurtenance of his Residential Unit.

ARTICLE IV

The Association shall have a perpetual existence.

ARTICLE V

The name and residence address of the subscriber is:

Lee Land Development, Inc.
Rudolf Schachinger
205 Joel Boulevard
Lehigh Acres, Florida 33972

ARTICLE VI

The affairs of the Association shall be managed by a Board of Directors. The officers of the Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, and a Secretary and Treasurer and other such officers as the Board may from time to time by resolution create. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices. Such officers shall be elected at the first meeting of the Board of Directors following each Annual Meeting of the Members. The names of the officers who are to serve until the first election are:

| | |
|---------------------|----------------------|
| President | Rudolf Schachinger |
| Vice President | Herbert Landertinger |
| Secretary/Treasurer | Sharon Tice |

ARTICLE VII

a) The number of persons constituting the current Board of Directors of the Association is three (3). The names and addresses of the persons who are currently serving as Directors are:

| <u>Name</u> | <u>Office</u> | <u>Address</u> |
|----------------------|---------------------|--|
| Rudolf Schachiner | President | 205 Joel Blvd., #106, Lehigh Acres, FL 33972 |
| Herbert Landertinger | Vice President | 205 Joel Blvd., #106, Lehigh Acres, FL 33972 |
| Sharon Tice | Secretary/Treasurer | 205 Joel Blvd., #106, Lehigh Acres, FL 33972 |

b) Election of directors shall be held at the Annual Meeting of the Association. The number of directors may be increased or decreased from time to time as provided in the By-Laws of the Association, but shall never be less than three (3) nor more than Five (5). The manner in which directors will be elected shall be stated in the By-Laws. The Board may delegate such operating authority to such companies, individuals, and committees as it, in its discretion, may determine.

c) At the expiration of the term of each initial director his successor shall be elected by the members of the Association to serve for a term of one year. A director shall hold office until his successor has been elected and qualified.

d) Directors may be removed with or without cause, by a majority vote of the membership of the Association at any annual meeting or any special meeting duly called therefor.

e) In the event of a vacancy on the Board of Directors by reason of death, resignation, or otherwise, a majority of the Board of Directors is authorized to fill the vacancy until the next annual meeting. If, after a written request of any member of the Association that the vacancy be filled, the Board of Directors fails or refuses to fill the vacancy for a period of ninety (90) days from the receipt of such notice, then the vacancy shall be filled by the members of the Association at a duly called meeting. Notwithstanding the foregoing, if the vacancy occurs in the position of a director appointed or elected by the Developer (as defined in Article III) and the Developer retains the right to appoint or elect such director, then the Developer shall fill the vacancy as it sees fit. Furthermore, if a vacancy occurs in the position of a director elected by the members of the association other than the Developer, then his replacement shall be appointed by those member of the Board of Directors not appointed or elected by the Developer, and if there be none, by the members at a special meeting of the members of the Association called at least in part for the purpose. Directors of the Association elected or appointed to fill vacancies shall hold office for the unexpired term of the director being replaced or unit removed as provided in this Article VII.

ARTICLE VIII

The Association shall have two classes of Members as follows:

Class A Members: Class "A" Members shall be all Owners with the exception of the Class "B" Members, if any so long as Class "B" Membership shall exist, and shall be entitled to one (1) vote for each Residential Unit owned provided, however, there shall be no vote by virtue of owning a portion of a Residential Unit but, rather, the owner of the resulting Residential Unit, so subdivided, shall be entitled to only one vote. When more than one person holds an interest in a Residential Unit, all such persons shall be Members; however, the vote for such Residential Unit shall be exercised as such member may determine among themselves, but in no event shall more than one (1) vote be cast with respect to any Residential Unit owned by Class "A" Members.

Class "B" Member: The Class "B" Member shall be the Declarant and any successor of Declarant who takes title for the purpose of development and sale, and who is designated as such in a recorded instrument executed by Declarant, who, until such time as its Class "B" membership is terminated, shall have sole voting rights in the Association, and the Class "A" Members shall have no voting rights except for altering or amending these Articles of Incorporation or By-laws of the Association as provided below.

ARTICLE IX

The By-Laws of the Association may be made, altered, or rescinded at any Annual Meeting of the Association, or at any Special Meeting duly called for such purpose. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered. An amendment may be proposed either by a majority of the Board of Directors or by Members owning one-third (1/3) of the Residential Units. Approval of such amendment shall be by the affirmative vote of two-thirds (2/3) of each class of Members existing at

the time of and present, in person or by proxy, at such meeting except that the initial By-Laws of the Association shall be made and adopted by the Board of Directors.

ARTICLE X

Amendments to these Articles of Incorporation may be made at any annual meeting of the Association, or at any special meeting duly called for such purpose, provided that no amendment may be in conflict with the Declaration, and provided further, no amendment shall be effective to impair or dilute any rights of Members that are governed by such Declaration. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered. An amendment may be proposed either by a majority of the Board of Directors or by Members owning one-third (1/3) of the Residential Units. Approval of such amendment shall be by the affirmative vote of two-thirds (2/3) of each class of Members existing at the time of and present, in person or by proxy, at such meeting except that the initial By-Laws of the Association shall be made and adopted by the Board of Directors.

ARTICLE XI

The rights of holders, insurers or guarantors of any first mortgage shall be as follows:

a) The Association shall make available to holders, insurers, or guarantors of any first mortgage current copies of the Declaration, By-Laws, other rules concerning Island of Happiness, and the books, records, and financial statements of the Association. "Available" shall mean available for inspection, upon request, during normal business hours or under other reasonable circumstances.

b) The holder of any first mortgage shall be entitled to have an audited financial statement for the immediately preceding fiscal year prepared at its expense if one is not otherwise available. Any financial statement requested under this section shall be furnished within a reasonable time following such request.

c) Upon written request to the Association, identifying the name and address of the holder, insurer, or guarantor and the address of the Residential Unit or number of the Building Site, any such holder, insurer, or guarantor of a first mortgage shall be entitled to timely written notice of:

1) Any condemnation loss or casualty loss which affects a material portion of Island of Happiness or any Building Site or Residential Unit on which there is a first mortgage held, insured, or guaranteed by such holder, insurer, or guarantor, as applicable;

2) Any delinquency in the payment of assessments owed by an Owner of the Residential Unit or Building Site subject to the first mortgaged held, insured, or guaranteed by such holder, insurer, or guarantor, as applicable, which remains uncured for a period of sixty (60) days;

3) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

ARTICLE XII

The Association may be dissolved only with the assent given in writing and signed by two-thirds (2/3) of the Members entitled to cast votes under the provisions of Article VIII, above, and the assent of two-thirds (2/3) of the holders of first mortgages on Residential Units subject to these Articles. Written notice of a proposal to dissolve setting forth the reasons therefore and the disposition to be made of the assets (which shall comply with Article VIII hereof) shall be mailed to every Member and every holder of a first mortgage at least ninety (90) days in advance of any action taken. For the period of Class "B" Membership described above, the Association shall in no event be dissolved until and unless a resolution permitting such dissolution is approved by the Board of Directors at the annual or any special meeting thereof.

ARTICLE XIII

On dissolution, the assets of the Association shall be distributed to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event such distribution is refused acceptance, such assets shall be granted, conveyed, and assigned to any non-profit corporation, association, trust, or other organization organized and operated for such similar purposes.

ARTICLE XIV

Every Director and Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him or in connection with any proceedings to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or Officer of the Association, whether or not he is a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

ARTICLE XV

REGISTERED AGENT AND REGISTERED ADDRESS: The registered agent of the corporation is Rudolf Schachinger, and the registered address of the corporation is 205 Joel Boulevard, #106, Lehigh Acres, Florida 33972.

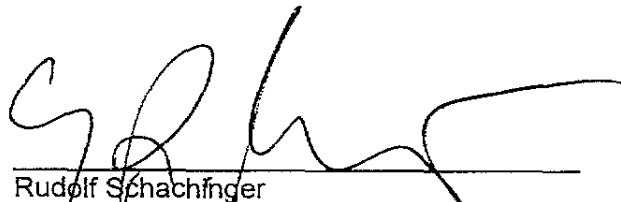
ARTICLE XVI

These Articles of Incorporation and each provision hereof is adopted pursuant to the Declaration, and in case of any conflict or ambiguity between the provision of these Articles of Incorporation and the Declaration, the Declaration shall control.

ARTICLE XVII

The effective date of this Association shall be upon filing with the Office of the Secretary of State, State of Florida.

IN WITNESS WHEREOF, I, the undersigned subscriber to these Articles of Incorporation, have hereunto set my hand and seal this 10th day of April, 2003.

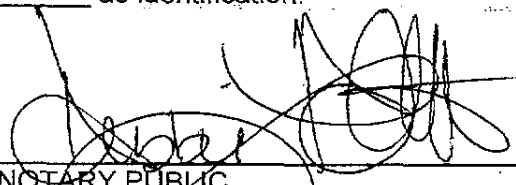

Rudolf Schachinger

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 10th day of April, 2003 by Rudolf Schachinger, who is personally known to me or who has produced personally known as identification.

(SEAL)


NOTARY PUBLIC
My Commission Number is: 104889
My Commission Expires: May 03, 2006



DEBBIE L. DOSTER
MY COMMISSION # DD 104889
EXPIRES: May 3, 2006
Bonded Thru Budget Notary Services

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE
SERVICE OF PROCESS WITHIN FLORIDA, NAMING AGENT UPON WHOM
PROCESS MAY BE SERVED

In compliance with section 48.091, Florida Statutes, the following is submitted:

Island of Happiness Community Association, Inc., desiring to organize or qualify
under the laws of the State of Florida with its principal place of business at Lee County, State of
Florida, has named:

RUDOLF SCHACHINGER
at 205 Joel Boulevard, #106
Lehigh Acres, Florida 33972

as its agent to accept service of process within Florida.

SIGNATURE: 

President

DATE: 04/5/03

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE
STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, 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.


RUDOLF SCHACHINGER

DATE: 04/5/03

FILED
03 APR 17 PM 1:08
SECRETARY OF STATE
TALLAHASSEE, FLORIDA