

Division of Corporations

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FLORIDA NON-PROFIT CORPORATION

Harbour Isle at Hutchinson Island Property Maintenance Association, Inc.

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**ARTICLES OF INCORPORATION
OF
HARBOUR ISLE AT HUTCHINSON ISLAND
PROPERTY MAINTENANCE ASSOCIATION, INC.
(A Florida Corporation Not For Profit)**

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 Harbour Isle at Hutchinson Island Community to be recorded amongst the Public Records along with these Articles ("Master Declaration").

**ARTICLE II
NAME**

The name of this Corporation shall be Harbour Isle at Hutchinson Island Property Maintenance Association, Inc., a Florida not-for-profit corporation, whose present address is 801 Seaway Drive, Hutchinson Island, FL 34949.

**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 to enforce the provisions relative to the Corporation as set forth in the 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 Community Documents, including without limitation the powers set forth in Florida Statutes Section 617.0302.

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

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

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1. To do any acts required or contemplated by the Corporation under the Master Declaration or any other of the Community Documents;
2. To make, establish and enforce reasonable rules and regulations governing the 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 the Corporation's powers and duties hereunder;
4. To administer, manage and operate the Community in accordance with the Community Documents and to maintain, repair, replace and operate the Corporation Property in accordance with the Community Documents;
5. To enforce by legal means the obligations of the membership of the Corporation and the provisions of the Community Documents;
6. To employ and retain personnel, independent contractors and professionals;
7. To enter into service and management contracts to provide for the maintenance, operation, management and administration of the Corporation Property;
8. To enter into any other agreements consistent with the purposes of the Corporation, including, but not limited to, agreements for: (i) the installation, maintenance and operation of a master television antenna and cable television system, if any; (ii) the installation, maintenance and operation of the security and communications systems, if any; (iii) pest control services; and (iv) street lighting, which street lighting may be leased or purchased by the Association (not the Developer) from the applicable service provider and the applicable lease or purchase payments paid over an extended period of time from Annual Assessments;
9. To execute 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 and any of the other Community Documents;
10. To deal with other corporations and the Associations or representatives thereof on matters of mutual interest; and
11. 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 the 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 the 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 Commercial Property or 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 Commercial Property or Dwelling Unit, 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. Developer. The Developer shall be a Member for as long as Developer owns any portion of the Total Property, including any Commercial Property or Dwelling Unit.

2. Owners of Commercial Properties. Once any Commercial Property 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 shall be established by (i) the acquisition of ownership of fee simple title to a Commercial Property 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 automatically terminate as to that Commercial Property; and (ii) where title to a Commercial Property is acquired from a party other than Developer, such acquisition is in compliance with the provisions of the applicable Declaration. 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 Commercial Property.

3. Residential Associations. Once the first Dwelling Unit in a residential Association (either a Condominium Association or a residential Neighborhood) has been conveyed to an Owner other than Developer, the Association shall be entitled to exercise all of the rights and privileges of Members. Membership in the Corporation shall be established by the acquisition of ownership of fee title to the first Dwelling Unit as evidenced by the recording of a deed or other instrument of conveyance amongst the Public Records. No Owner of a Dwelling Unit shall be a Member, rather such Owner's interest shall be represented by that Owner's residential Association.

4. No Member other than Developer 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 Commercial Unit or Dwelling Unit.

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

5.1 Each Member, other than Developer, shall be entitled to vote as follows:

5.1.1 Commercial Property Members shall be entitled to vote on the basis determined by the Developer at the time a Commercial Property is conveyed to an

Owner. Each Commercial Property Member shall have the number of votes equal to the number of factors for such Commercial Property as set forth in the Master Declaration, as amended in accordance with the Master Declaration from time to time.

5.1.2 Association Members shall be entitled to one (1) vote per Dwelling Unit within the Association.

5.2 Developer shall be entitled to votes as follow:

5.2.1 Before the Transfer Date, Developer shall have the number of votes equal to the number of votes of all of the other Members plus the number of votes necessary to maintain seventy-five percent (75%) of all votes of Members.

5.2.2 After the Transfer Date, Developer shall have the number of votes equal to the number of factors that correspond to the Commercial Property Developer owns as set forth in the Master Declaration, plus the number votes equal to the number of factors proposed for such proposed Commercial Property and proposed Dwelling Units on Committed Property Developer owns and on Uncommitted Property Developer owns or is under contract to purchase.

5.3 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 Community Documents. A quorum of the Members shall consist of fifty percent (50%) of the number of Members entitled to cast a vote.

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

D. Each and every Member shall be entitled to the benefits of membership, and shall be bound to abide by the provisions of the 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 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 the Corporation Property 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 the Corporation Property.

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 (1) or more Vice

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President(s), one (1) or more Assistant Secretary(ies) and one (1) or more 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 members (each a "Director") of the Board of Directors (the "Board"), but no other officer need be a Director. The same person may hold two (2) or more offices, the duties of which are not incompatible; provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the offices of President and Secretary or President and 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	Barbara Buhr
Treasurer	R. Mason Simpson

ARTICLE IX **BOARD OF DIRECTORS**

A. There shall be three (3) members of the first Board ("First Board") who shall serve until the "Transfer Date" as described herein. The number of members of the Board subsequent to the First Board shall be provided in Paragraph C of this Article. Except for Developer-appointed Directors, Directors must be selected from amongst the Members (or be a Member's authorized designee).

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	801 Seaway Drive, Hutchinson Island, FL 34949
David Martin	801 Seaway Drive, Hutchinson Island, FL 34949
Barbara Buhr	801 Seaway Drive, Hutchinson Island, FL 34949

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 members of the First Board to resign, whereupon the Members shall select three (3) Directors, provided however, so long as Developer continues to own any portion of the Total Property, including any Commercial Property or Dwelling Unit, Developer shall be entitled (but not required) to appoint at least one (1) Director of the three (3). The Board so selected pursuant to this Paragraph C (including the one (1) 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 Developer (or an assignee of the Developer's rights as Developer) no longer owns any of the Total Property, including any Commercial Property or any Dwelling Unit; provided that for so long as any affiliate of Developer shall own a Commercial Property, the Transfer Date shall not occur pursuant to this Article IX.D.1 and Developer shall be deemed to still own a portion of the Total Property for the purposes of this Article IX.D.1. For the purpose of this paragraph, affiliate means a shareholder in Developer or any entity in which a shareholder in Developer directly or indirectly owns a 5% or more interest.

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 (and the Directors and/or officers as a group) (hereinafter individually as "indemnitee" and collectively "indemnitees") shall be indemnified by the Corporation against all costs, expenses and liabilities, including Legal Fees reasonably incurred by or imposed upon by indemnitees in connection with any proceeding, litigation or settlement in which indemnitees may be a party, or in which indemnitees may be involved, by reason of indemnitees being or having been a Director and/or officer of the Corporation, whether or not indemnitee is a Director and/or officer at the time such cost, expense or liability is incurred, except in such cases wherein the indemnitee is adjudged to have engaged in willful misfeasance or malfeasance in the performance of indemnitee's 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 indemnitee 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 Transfer Date, 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 Transfer Date, these Articles may be amended in the following manner:

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 Commercial Property, Dwelling Unit or a portion of the Total Property, the Articles shall not be amended without the written 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 801 Seaway Drive, Hutchinson Island, FL 34949. The Incorporator shall be R. Mason Simpson. The street address for the initial registered agent for the Corporation is 4500 PGA Boulevard, Suite 207, Palm Beach Gardens, Florida 33418 and the initial registered agent shall be Phillip Brandt.

ARTICLE XIV SOUTH FLORIDA WATER MANAGEMENT DISTRICT MATTERS

The following shall also apply to the Corporation:

A. The Corporation shall operate, maintain and manage the Community's Surface Water or Stormwater Management System(s) in a manner consistent with the South Florida Water Management District ("SFWMD") Permit No. 56-01689-P requirements and applicable rules of the SFWMD, and shall assist in the enforcement of the SWMD Declaration of Covenants and Restrictions which relate to the Community's Surface Water or Stormwater Management System.

B. The Corporation shall levy and collect adequate assessments against Members of the Corporation for the costs of maintenance and operation of the Community's Surface Water or Stormwater Management System.

C. In the event of termination, dissolution, or final liquidation of the Corporation, the responsibility for the operation and maintenance of the Community's Surface Water or Stormwater Management System must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., in effect as of the date of these Articles, and be approved by the SWMD prior to such termination, dissolution, or liquidation.

D. The existence of the Corporation shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Corporation shall exist in perpetuity, as provided in Article VI above.

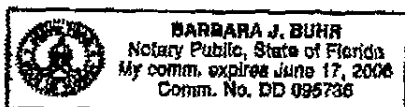
IN WITNESS WHEREOF, the incorporator has hereunto affixed his signature, this 16th day of February, 2004.

R. Mason Simpson
R. Mason Simpson

STATE OF FLORIDA)
)SS:
COUNTY OF INDIAN RIVER)

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 HARBOUR ISLE AT HUTCHINSON ISLAND PROPERTY MAINTENANCE 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 17 day of February, 2004.



Barbara J. Buhr
Notary Public, State of Florida
Print name: _____
Commission No.: _____
My Commission Expires: _____

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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.

Philip Brandt
Philip Brandt
Dated: 2/20/04

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 20th day of February, 2004, by Philip Brandt, as Registered Agent, who is personally known to me or has produced _____ as identification.

(SEAL)



Debbie Powell
My Commission D032607198
Expires December 18, 2007

Debbie Powell
Notary Public, State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

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