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FLORIDA NON-PROFIT CORPORATION

Tropical Cove Homeowners' Association, Inc.

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**ARTICLES OF INCORPORATION
OF
TROPICAL COVE HOMEOWNERS' ASSOCIATION, INC.
A FLORIDA NON-PROFIT CORPORATION**

The undersigned, for the purposes of organizing a corporation-not-for-profit pursuant to Part I of Chapter 617 of the Florida Statutes, do hereby make, subscribe and acknowledge the following to be the Articles of Incorporation of TROPICAL COVE HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I. NAME

The name of this Corporation shall be TROPICAL COVE HOMEOWNERS' ASSOCIATION, INC. and the duration (term) of the corporation is perpetual.

ARTICLE II. TERM OF EXISTENCE

The term for which this Corporation shall exist shall commence upon the filing of these Articles of Incorporation with the Department of State of the State of Florida and shall continue thereafter in perpetuity.

ARTICLE III. PURPOSES

The purpose for which this Corporation is organized is to establish uniform standards of development quality for residential uses for the property.

A. SPECIFIC AUTHORITY

In the furtherance of its purposes, the Corporation shall have the following rights and powers:

(1) To own and maintain, repair, and replace the real and/or personal property, included but not limited to, drainage easements and other Common Areas, Conservation Areas, landscaping and other improvements in and/or benefiting TROPICAL COVE HOMEOWNERS' ASSOCIATION, INC., for which the obligation to maintain and repair has been delegated and accepted. Notwithstanding any provision for termination or otherwise, such obligations shall not be terminated or delegated for an initial effective period of twenty-five (25) years. At the expiration of the initial period, the obligations shall automatically renew for consecutive ten (10) year periods.

(2) To control the specifications, architecture, design, appearance, elevation and location of landscaping around all buildings and improvements of any type including walls, fences, sewers, drains, disposal systems, or other structures constructed, placed or permitted to remain in TROPICAL COVE HOMEOWNERS' ASSOCIATION, INC., as well as the alteration, improvements, additions, and/or changes thereto.

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(3) To provide for maintenance, roads, street lighting, and such other services the responsibility for which has been or may be accepted by the Corporation and the capital improvements and equipment related thereto, in TROPICAL COVE HOMEOWNERS' ASSOCIATION, INC.

(4) To provide, purchase, acquire, replace, improve, maintain, and/or repair such real property, structures, street lights and other features, landscaping, paving and equipment, both real and personal, related to the health, safety, and social welfare of the members of the Corporation as the Board of Directors in its discretion determines necessary, appropriate, and/or convenient.

(5) To operate without profit for the sole and exclusive benefit of its members.

(6) To perform all of the functions contemplated of the Corporation, and undertaken by the Board of Directors of the Corporation in the Declaration of Covenants, Conditions and Restrictions for Tropical COVE, included in TROPICAL COVE HOMEOWNERS' ASSOCIATION, INC.

(7) To hold funds solely and exclusively for the benefit of the members for purposes set forth in these Articles of Incorporation.

(8) To promulgate and enforce rules, regulations, covenants, restrictions, and agreements to effectuate the purposes for which the Corporation is organized.

(9) To delegate power or powers where such is deemed in the interest of the Corporation.

(10) To purchase, lease hold, sell, mortgage, or otherwise acquire or dispose of interests in, real or personal property, except to the extent restricted hereby; to enter into, make, perform, or carry out contracts of every kind, including but not limited to contracts for the operation and maintenance of the real property dedicated to the Corporation, with any person, firm, corporation, association, or other entity; to do any and all acts necessary or expedient for carrying on any all of the activities and pursuing any and all of the activities and pursuing any and all of the objects and purposes set forth in the Articles of Incorporation and not forbidden by the laws of the State of Florida.

(11) To fix assessments to be levied against the Lots included in TROPICAL COVE HOMEOWNERS' ASSOCIATION, INC., in order to defray expenses and the costs of effectuating the objects and purposes of the Corporation, and to create reasonable reserves for such expenditures, and to authorize its Board of Directors, companies, and other organizations for the collection of such assessments.

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(12) To charge recipients for services rendered by the Corporation and the user for use of Corporation Property when such is deemed appropriate by the Board of Directors, companies, and other organizations for the collection of such assessments.

(13) To pay taxes and other charges; if any, on or against property owned or accepted by the Association.

(14) To merge with any other association which may perform similar functions, located within the same general vicinity of the real property included in TROPICAL COVE HOMEOWNERS' ASSOCIATION, INC.

(15) To maintain a surface water monitoring plan as required by the South Florida Water Management District permit.

(16) To file suit and accept service of any properly filed lawsuit, and to hire legal counsel to represent it in all COVE, administration and arbitration matters, as the case may be.

(17) In general, to have all powers conferred upon a Corporation by the laws of the State of Florida, except as prohibited herein.

ARTICLE IV. MEMBERSHIP

The Developer, as such, shall be a member of the Corporation until the right of the Developer to elect the Board of Directors shall be lost or relinquished, as more particularly set forth in Article VII(B) of these Articles. Every person or entity who is, from time to time, a record fee Owner of any lot within any subdivision included in TROPICAL COVE HOMEOWNERS' ASSOCIATION, INC. shall be a member of the Corporation; provided, however, that any such person or entity who holds such interest only as a security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, the ownership of any such lot.

ARTICLE V. INITIAL OFFICERS AND DIRECTORS

The name and address of the initial Directors of the Corporation, who shall serve until the first election thereof, and who shall also serve as the officers of the Corporation until the first election or appointment, are as follows:

Carl Tollefson
710 East Grand Highway
Clermont, Florida 34711

Corey Tollefson
710 East Grand Highway
Clermont, Florida 34711

Tom Rider
710 East Grand Highway
Clermont, Florida 34711

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ARTICLE VI. OFFICERS

The Corporation shall have a President, Vice President, and Secretary/Treasurer, and such other officers as the Board of Directors may, from time to time, by resolution create. Two or more offices may be held by the same person, except as may be prohibited by law. Officers shall be elected by the Directors for a term of one (1) year, in accordance with the By-Laws, but may be removed with or without cause by the Directors at any time.

ARTICLE VII. DIRECTORS

The affairs of the Corporation shall be managed by a Board of Directors consisting of three (3) members, initially. The number of members constituting the Board of Directors may, from time to time, be increased or decreased, as may be provided in the By-Laws, but shall never be less than three (3).

A. TERMS OF OFFICE

Directors shall generally serve a term of one (1) year each and shall be elected at the annual meeting of the membership. However, the members of the Board of Directors shall serve until their successors are elected and qualify. In the case of a vacancy upon the Board of Directors, whether occasioned by the resignation or removal of a member or the creation of a new directorship, the Board of Directors and the newly appointed member shall serve until the next election of Directors.

B. DEVELOPER'S RIGHT TO ELECT BOARD

The Developer shall have the right to elect the members of the Board of Directors until the sale of the last lot owned by the Developer or until such right is relinquished by the Developer. For these purposes, TROPICAL COVE HOMEOWNERS' ASSOCIATION, INC. shall be deemed to include the additions to TROPICAL COVE HOMEOWNERS' ASSOCIATION, INC. made by the Developer prior to the loss or relinquishment of such right.

C. ELECTION OF MEMBERS

Following the loss or relinquishment of the initial right of the Developer to elect the Board of Directors, as set forth in Section (b) above, the members of the Board of Directors shall be elected by the membership (including the Developer, as lot owner, and as a member of the Corporation, by reason of being a Lot Owner). Every Director elected by the membership but not by the Developer shall be a member of the Corporation. All such elections shall be by a member of the Corporation. All such elections shall be by plurality of votes, and the member of the Board of Directors receiving the largest number of votes shall be the Chairman of the Board of Directors.

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D. VOTING OF MEMBERS

Each Lot Owner including the Developer, as a Lot Owner, shall be entitled to one (1) vote for each lot included in TROPICAL COVE HOMEOWNERS' ASSOCIATION, INC.

The foregoing shall be true even though the Owner may combine several lots into one building site, so that the Owner of two and one-half lots, included in one building site, shall be entitled to two and one-half votes. The owner of a fractional portion of a lot shall be entitled to a proportionate portion of a vote. When one or more persons holds any undecided interest in any such lot, all such persons shall be members and the vote for such lot shall be exercised as they determine among themselves, but, in no event shall more than one vote be cast with respect to any one lot. The vote for any lot cannot be divided for any issue and must be voted as a whole. If more than one person holds such interest in any such lot, those persons present at any meeting (even though less than all of the persons holding such interest in the lot, including those represented by proxy) shall be entitled to cast the vote as they among themselves determine. Except as otherwise provided in these Articles, the Declaration with respect to the subdivision included in TROPICAL COVE HOMEOWNERS' ASSOCIATION, INC. or by law, the affirmative vote of a majority of the lots represented at any meeting duly called and at which a quorum is present shall be binding upon the membership.

ARTICLE VIII. ASSESSMENTS

The Corporation will obtain funds with which to operate by the assessment of the Lot Owners in accordance with the Declaration of the Covenants and Restrictions included in TROPICAL COVE HOMEOWNERS' ASSOCIATION, INC., as supplemented by the provisions of these Articles and of the By-Laws of the Corporation relating thereto. All assessments shall be in equal amount per lot as set forth in the Declaration of Covenants and Restrictions.

ARTICLE IX. BY-LAWS AND AMENDMENT OF ARTICLES

The By-Laws shall be adopted and may be amended by the Directors, consistent with these Articles and the Declaration. These Articles may be altered, amended, or repealed by resolution of the Board of Directors, consistent with the Declaration, and in conformity with Chapter 617 of the Florida Statutes.

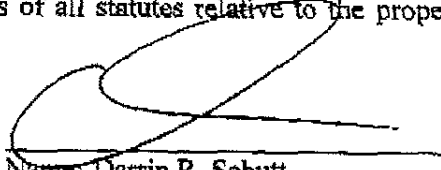
ARTICLE X. REGISTERED AGENT AND OFFICE

The initial registered office of this Corporation shall be located at Suite C, 1105 Cape Coral Parkway East, Cape Coral, Florida 33904, and the initial registered agent at that address is Darrin R. Schutt, Esq.

Having been named to accept service of process for the above stated Corporation, at the place designated in these Articles of Incorporation, I hereby agree to act in this capacity, and I

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further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.



Name: Darrin R. Schutt
Title: Registered Agent

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ARTICLE XI. RIGHTS OF DEVELOPER

The rights of the Developer set forth herein, including without limitation, the right to make additions to TROPICAL COVE HOMEOWNERS' ASSOCIATION, INC., and the right to elect the members of the Board of Directors, shall be deemed to be personal property and shall be freely alienable as such. No amendment may be made to these Articles which in any way limits or restricts the rights of the Developer hereunder or as set forth in the By-Laws or Declaration without the written approval of the Developer, including, without limitation, the right to make additions to the subdivision.

ARTICLE XII. INDEMNIFICATION OF OFFICERS AND DIRECTORS

A. The Corporation 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:

(1) Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Corporation to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity of Director or officer of the Corporation, or in his capacity as Director, officer, employee, or agent of any other corporation, partnership, joint venture, trust, or other enterprise which he served at the request of the Corporation, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorney's 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 Corporation, and in criminal actions or proceedings, without reasonable ground for belief and 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 Corporation or that he had reasonable grounds for belief that such action was unlawful.

(2) By or in the right of the Corporation to procure a judgment in its favor by reason of is being or having been a Director or officer of the Corporation, or by reason of his being or having been a Director, officer, employee, or agent of any other enterprise which he serves at the request of the Corporation, against the reasonable expenses,

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including attorney's 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 interest of the Corporation. Such person shall not be entitled to indemnification in relation to matters to which such person has been adjudged to have been guilty of negligence or misconduct in the performance of his duty to the Corporation unless, and only to the extent that, the COVE, 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.

B. The Board of Directors shall determine whether amounts for which a Director or officer seeks indemnification were properly incurred and whether such Director or officer acted in good faith and in a manner he reasonably believed to be in the best interest of the Corporation, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit, or proceeding.

C. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Corporation to indemnify under applicable law.

ARTICLE XIII. TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

No contract or transaction between the Corporation and one or more of its Directors or officers, or between the Corporation and any other corporation, partnership, association, or other organization in which one or more of its Directors or officers are Directors or officers, have a financial interest, shall be invalid, void, or voidable solely for this reason, or solely because the Director or officer is present or at which at or participated in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because this or their votes are counted for such purpose. No Director or officer of the Corporation shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

ARTICLE XIV. DISSOLUTION OF THE ASSOCIATION

Upon dissolution of the Corporation, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

A. Property, whether real, personal, or mixed which constitutes or is directly or indirectly related to, a surface water management system, if any, shall be dedicated to an appropriate governmental agency, or if not accepted, to a similar non-profit corporation, as may

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be required by the South Florida Water Management District. This provision may not be amended without the consent of the South Florida Water Management District.

B. Except as provided in Paragraph (1) above, real property contributed to the Corporation without the receipt of other than nominal consideration by Developer (or its predecessor in interest) shall be returned to Developer unless it refuses to accept the conveyance (in whole or in part). This provision may not be amended without the consent of the Developer.

C. Remaining assets shall be distributed among the members, subject to the limitations set forth below as tenants in common; each member's share of the assets to be determined in accordance with its voting rights.

The Corporation may be dissolved upon a resolution to that effect being recommended by three-fourths (3/4) of the members of the Board of Directors, and, if such decree be necessary at the time of dissolution, after receipt of an appropriate decree as set forth in Florida Statutes Section 617 or statute of similar import, and approved by two-thirds (2/3) of the voting rights of the Corporation's members.

ARTICLE XV. INCORPORATOR

The name and address of the Incorporator is:

Darrin R. Schutt, Esq.
Suite C, 1105 Cape Coral Parkway East
Cape Coral, Florida 33904

IN WITNESS WHEREOF, the Incorporator hereunto set his hand and seal, this 10th day March, 2004, at Lee County, Florida.



Darrin R. Schutt, Esq.

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STATE OF FLORIDA
COUNTY OF LEE

BEFORE ME, the undersigned authority, personally appeared Darrin R. Schutt, Esq., who, being by me first duly sworn, acknowledged that he executed the foregoing Articles of Incorporation for the purposes therein expressed, this __ day of March, 2004.

My Commission Expires:

Notary Public
State of Florida at Large