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FLORIDA NON-PROFIT CORPORATION

Hammocks at Riviera Dunes Association, Inc.

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ARTICLES OF INCORPORATION

OF

HAMMOCKS AT RIVIERA DUNES 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 by executing these Articles of Incorporation (the "Articles") hereby certifies as follows:

ARTICLE I
DEFINITIONS

All terms which are defined in the Declaration of Restrictions for the Hammocks at Riviera Dunes, hereinafter referred to as the "Homeowners' Declaration," shall be used herein with the same meanings as defined in said Homeowners' Declaration.

ARTICLE II
NAME

The name of this homeowners' association shall be the HAMMOCKS AT RIVIERA DUNES ASSOCIATION, INC., (hereinafter referred to as the "Homeowners' Association"), whose present address is 2100 Constitution Boulevard, Sarasota, Florida 34231.

ARTICLE III
PURPOSES

The purposes for which this corporation is organized are to take title to (when conveyed by Declarant as provided in the Homeowners' Declaration), operate, administer, manage, lease and maintain the Community Common Areas or such portions thereof as are dedicated to or made the responsibility of the Homeowners' Association in the Homeowners' Declaration, in accordance with the terms of and purposes set forth therein; and to conduct any lawful business permitted under the laws of the State of Florida for corporations not-for-profit in order to carry out the covenants and enforce the provisions of any Homeowners' documents. The Homeowners' Association is not a condominium association under Chapter 718, Florida Statutes.

ARTICLE IV
POWERS

The Homeowners' Association shall have the following powers and shall be governed by the following provisions:

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A. The Homeowners' Association 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 homeowners' documents.

B. The Homeowners' Association shall have all of the powers reasonably necessary to implement the purposes of the Homeowners' Association including, but not limited to, the following:

1. To perform any act required or contemplated by it under the Homeowners' Declaration or any other homeowners' documents.

2. To make, establish and enforce reasonable rules governing the use of the Subdivision or any portions thereof, including, without limitation, the Community Common Areas.

3. To make, levy and collect assessments for the purpose of obtaining funds for the payment of Common Expenses in the manner provided in the homeowners' documents and to use and expend the proceeds of such assessments in the exercise of the powers and duties of the Homeowners' Association.

4. To maintain, repair, replace and operate those portions of the Community Common Areas that it is required to maintain, repair, replace and operate in accordance with the homeowners' documents.

5. To enforce the provisions of the homeowners' documents.

6. To employ personnel; to retain independent contractors and professional personnel; and to enter into service contracts to provide for the maintenance, operation and management of property; and to enter into any other agreements consistent with the purposes of the Homeowners' Association, including but not limited to agreements with respect to professional management and to delegate to such professional management certain powers and duties of the Homeowners' Association.

ARTICLE V MEMBERS AND VOTING

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

A. The membership of the Homeowners' Association shall be comprised of the Lot owners (owners other than Declarant are hereinafter sometimes collectively referred to as the "Members"), including the Declarant. Membership shall be established as hereinafter set forth.

B. A Member's membership shall be established effective immediately upon such person's becoming an owner of a Lot in the Subdivision. The new Member shall present the

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Homeowners' Association with a copy of the recorded warranty deed or other muniments of title conveying the title to the Lot so conveyed. Membership shall pass with title to the Lot in question as an appurtenance thereto with no such membership or rights arising therefrom being transferable in any manner except as an appurtenance to such Lot. By acceptance of title to a Lot in the Subdivision, each Member agrees to be bound by the Homeowners' Declaration.

C. Declarant's membership in the Homeowners' Association shall be established effective immediately upon the creation of the Homeowners' Association and, until the establishment and effectiveness of any other Member's membership, the membership of the Homeowners' Association shall be comprised solely of Declarant.

D. The voting rights of the Members shall be as follows:

1. Number of Votes. Each Member shall have one vote per Lot owned.
2. Casting of Votes.

(a) Declarant or the person designated in Declarant's written proxy shall cast the votes possessed by Declarant as a member at meetings of the Homeowners' Association. Nothing herein contained shall require that Declarant cast in the same manner all the votes he is entitled to cast as a Member, and Declarant may cast fewer than the total number of votes he possesses.

(b) Each Member shall cast its vote(s) as a Member at meetings of the Homeowners' Association.

3. Person Entitled to Vote.

(a) The vote of Members owning a Lot owned by more than one natural person or by a corporation or other legal entity shall be cast by the person ("Voting Member") named in a proxy or certificate of voting authorization ("Certificate") executed by all of the owners of the Lot, or, if appropriate, by properly designated officers, partners or principals of the respective legal entity and filed with the Secretary of the Homeowners' Association. If such a proxy or Certificate is not filed with the Secretary of the Homeowners' Association, the vote of such Lot shall not be considered for a quorum or for any other purpose.

(b) Whenever any Lot is owned by a husband and wife, they may, but shall not be required to, designate a Voting Member. In the event a proxy or Certificate designating a Voting Member is not filed by the husband and wife, the following provisions shall govern their right to vote:

(i) Where both husband and wife are present at a meeting, each shall be regarded as the agent and proxy of the other for purposes of casting the vote for each Lot

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owned by them. In the event they are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.

(ii) Where only one (1) spouse is present at a meeting, the spouse present may cast their vote without establishing the concurrence of the other spouse, absent any prior written notice to the contrary to the Homeowners' Association by the other spouse. In the event of prior written notice to the contrary to the Homeowners' Association by the other spouse, the vote of their Lot shall not be considered.

(iii) Where neither spouse is present, the person designated in a proxy or Certificate signed by either spouse may cast their vote absent any prior written notice to the contrary to the Homeowners' Association by the other spouse or the designation of a different Voting Member by the other spouse. In the event of prior written notice to the contrary to the Homeowners' Association or the designation of a different Voting Member by the other spouse the vote of their Lot shall not be considered.

B. Each and every Member shall be entitled to the benefits of membership, and shall be bound to abide by the provisions of the homeowners' documents.

ARTICLE VI TERM

The term for which this Homeowners' Association is to exist shall be perpetual.

ARTICLE VII INCORPORATOR

The name and street address of the Incorporator of the Homeowners' Association is as follows:

<u>Name</u>	<u>Address</u>
DAVID FIELDS	2100 Constitution Boulevard Sarasota, Florida 34231

The rights and interests of the Incorporator shall automatically terminate when these Articles are filed with the Secretary of State of Florida.

ARTICLE VIII BOARD OF DIRECTORS

A. The number of members of the first Board ("First Board") shall be three (3).

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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>
DAVID FIELDS	2100 Constitution Boulevard Sarasota, Florida 34231
BRIAN ANDERSON	2100 Constitution Boulevard Sarasota, Florida 34231
LINDA SVENSON	2100 Constitution Boulevard Sarasota, Florida 34231

The First Board shall be the board until the first Annual Members' Meeting after the Transfer Date. Declarant shall have the right to appoint, designate or elect the members of the First Board until the first Annual Members' Meeting after the Transfer Date, and in the event of any vacancy to fill any such vacancy. Declarant reserves the right to remove from the First Board any Directors it designates or elects.

C. 1. At the first Annual Members' Meeting after the Transfer Date, and at all Annual Members' Meetings thereafter, the number of Directors shall be increased to five (5). In addition, after the Transfer Date and for so long as Declarant holds for sale in the ordinary course of business at least five percent of the parcels in the community, Declarant shall have the right, but not the obligation, to designate one (1) additional Director and his/her successors ("Declarant Director").

2. The Transfer Date shall be ninety (90) days after Declarant conveys to Members ninety (90%) percent of the total number of Lots platted within the Subdivision, or at any time upon a voluntary election of Declarant, whichever is the soonest to occur.

3. Any Directors named by Declarant shall serve at the pleasure of Declarant, and in the event of vacancies of such Directors, such vacancies shall be filled by Declarant. The fact that the Members have not elected or refuse to elect Directors shall not interfere with the right of Directors designated by Declarant to resign.

D. The resignation of a Director who has been designated, appointed or elected by Declarant, or the resignation of an officer of the Homeowners' Association who was elected by the First Board, shall remise, release, acquit, and forever discharge such Director or officer of and from any and all manner of actions(s), cause (s) of action, suits, debts, dues, claims, bonds, bills, covenants, contracts, controversy, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity which the Homeowners' Association or Members had, now have, or will have; or which any personal representative, successor, heir or

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assign of the Homeowners' Association or Members hereafter may have against such Director or officer by reason of his/her having been a Director or officer of the Homeowners' Association.

ARTICLE IX OFFICERS

A. The affairs of the Homeowners' Association shall be managed by the President of the Homeowners' Association, assisted by one (1) or more Vice Presidents, a Secretary and a Treasurer and, if elected by the Board, one (1) or more Assistant Secretaries and one (1) or more Assistant Treasurers, which officers shall be subject to the direction of the Board.

B. The Board shall elect the President, the Vice President, the Secretary and the Treasurer; and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine appropriate. Such officers shall be elected annually by the Board at the first meeting of the Board; provided, however, that such officers may be removed by the Board and other persons may be elected by the Board as such officers in the manner provided in the By-Laws. The same person may hold two offices, the duties of which are not incompatible; provided, however, the President shall not hold another office.

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

LINDA SVENSON	President
BRIAN ANDERSON	Vice President
DAVID FIELDS	Secretary and Treasurer

ARTICLE X INDEMNIFICATION

Every Director and every officer of the Homeowners' Association shall be indemnified by the Homeowners' Association against all expenses and liabilities, including attorneys' fees through all trial and appellate levels, reasonably incurred by or imposed upon him/her in connection with any proceeding, arbitration or settlement to which he/she may be a party, or in which he/she may become involved, by reason of his/her being or having been a Director or officer of the Homeowners' Association, whether or not he/she is a Director or officer at the time such expenses are incurred. Notwithstanding the foregoing, in the event of a settlement, the indemnification provisions herein shall be automatic and shall apply only when the Board approves such settlement. Notwithstanding anything contained herein to the contrary, in instances where the Director or officer admits or is adjudged guilty of willful malfeasance in the performance of his or her duties, the indemnification provisions contained herein shall not apply. Otherwise, the foregoing right of indemnification shall

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be in addition to and not exclusive of any and all of indemnification to which such Director or officer may be entitled by common law or statute.

ARTICLE XI BY-LAWS

By-Laws of the Homeowners' Association shall be adopted by the First Board and thereafter may be altered, amended or rescinded in the manner provided for in the By-Laws. In the event of a conflict between the provisions of these Articles and the provisions of the By-Laws, the provisions of these Articles shall control.

ARTICLE XII AMENDMENTS

A. These Articles may be amended by the following methods:

1. (a) The Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the Annual Members' Meeting or a special meeting. Any number of proposed amendments may be submitted to the Members and voted upon by them at one meeting.

(b) Written notice setting forth the proposed amendments or a summary of the changes to be effected thereby shall be given to each Member within the time and in the manner provided in the By-Laws for the giving of notice of meetings of Members ("Required Notice").

(c) At such meeting a vote of the Members shall be taken on the proposed amendment(s). The proposed amendment(s) shall be adopted upon receiving the affirmative vote of a majority of all Members entitled to vote thereon.

2. An amendment may be adopted by a written statement (in lieu of a meeting) signed by all Directors and all Members setting forth their intention that an amendment to these Articles be adopted.

B. A copy of each amendment shall be filed with the Secretary of State of the State of Florida and a certified copy shall be obtained by the Secretary.

C. A certified copy of each such amendment shall be attached to any certified copy of these Articles and shall be part of such Articles and an exhibit to the Homeowners' Declaration upon the recording of the Homeowners' Declaration; or, in lieu thereof, "Restated Articles" (as described in Article XIV below) may be adopted and a certified copy thereof shall be attached as an exhibit to the Homeowners' Declaration upon recordation thereof.

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D. There shall be no amendment to these Articles which shall abridge, amend or alter the rights of: (i) Declarant, including the right to designate and select the Directors as provided in Article VIII hereof and the rights reserved to Declarant in the Homeowners' Declaration, without the prior written consent thereto by Declarant; (ii) any Institutional Mortgagee without the prior written consent of such Institutional Mortgagee. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Homeowners' Declaration.

ARTICLE XIII SUCCESSOR ENTITIES

In the event of the dissolution of the Homeowners' Association or any successor entity thereto, any property dedicated or conveyed to the Homeowners' Association shall be transferred to either a successor entity or an appropriate governmental agency or public body to be maintained for the purposes for which the Homeowners' Association, or a successor thereto, was maintaining such property in accordance with the terms and provisions under which such property was being held by this Homeowners' Association or such successors.

ARTICLE XIV RESTATEMENT OF ARTICLES

A. All provisions contained within these Articles plus any amendments thereto may at any time be integrated into a single instrument as "Restated Articles" and adopted by the Board. Such Restated Articles shall be specifically designated as such and shall state, either in the heading or in the introductory paragraph, the Homeowners' Association's name and, if it has been changed, the name under which it was originally incorporated and the date of filing of the original Articles or any restatements thereof in the Office of the Secretary of State of Florida. Such Restated Articles shall also state that they were duly adopted by the Board and that such Restated Articles only restate and integrate and do not further amend the provisions of these Articles as theretofore amended, or that any amendment included therein has been adopted pursuant to Article XII hereof and that there is no discrepancy between these Articles as theretofore amended and provisions of the Restated Articles other than the inclusion of the properly adopted amendments.

B. Upon the filing of Restated Articles by the Secretary of State of Florida, the original Articles, as theretofore amended, shall be superseded, and thenceforth the Restated Articles shall be the Articles of Incorporation of the Homeowners' Association.

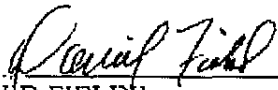
C. Amendments may be made simultaneously with restatement of these Articles if the requirements of Article XII are complied with. In such event, the Articles of Incorporation shall be specifically designated as such.

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**ARTICLE XV
REGISTERED OFFICE AND REGISTERED AGENT**

The street address of the initial registered office of the Homeowners' Association is 2033 Main Street, Suite 303, Sarasota, Florida 34237, and the initial Registered Agent of the Homeowners' Association at that address shall be Clifford M. King.

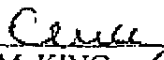
IN WITNESS WHEREOF, I, Brian Anderson, the Incorporator of the HAMMOCKS AT RIVIERA DUNES ASSOCIATION, INC., have hereunto affixed my signature this 14th day of MAY, 2004.



DAVID FIELDS

ACCEPTANCE OF REGISTERED AGENT

The undersigned hereby accepts the designation of Registered Agent of the Hammocks at Riviera Dunes Association, Inc., as set forth in Article XV of these Articles.



CLIFFORD M. KING

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