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Requestor's Name

1965 Capital Circle NE, Suite A

Address

Tallahassee, Fl 32308

City/St/Zip

850-222-2785

Phone #

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1- MANDALAY PLACE HOMEOWNER'S ASSOCIATION, INC.

2-

3-

4-

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☐	Change of Registered Agent
☐	Dissolution/Withdrawal
☐	Merger

OTHER FILINGS

☐	Annual Report
☐	Fictitious Name
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ARTICLES OF INCORPORATION
OF
MANDALAY PLACE HOMEOWNER'S ASSOCIATION, INC.
(a Florida Not-For-Profit Corporation)

In order to form a corporation not-for-profit under and in accordance with Chapter 617 of the Florida Statutes, the undersigned hereby incorporates this corporation not-for-profit for the purposes and with the powers hereinafter set forth and to that end these Articles of Incorporation set forth the following:

ARTICLE I
DEFINITIONS

The following words and phrases when used in these Articles shall have the following meanings:

1.1 **ASSOCIATION** means the MANDALAY PLACE HOMEOWNER'S ASSOCIATION, INC., a Florida Corporation Not-for-Profit.

1.2 **ASSOCIATION EXPENSES** means the expenses for which the Owners are or may be liable to the Association in accordance with the method of allocation thereof described in the Declaration.

1.3 **ARTICLES** means these Articles of Incorporation of the Association.

1.4 **BOARD OF DIRECTORS** means the Board of Directors of the Association.

1.5 **BYLAWS** means the Bylaws of the Association.

1.6 **COMMON AREAS** means the portions of the land not included within individual residential lots, all as more particularly described in the Declaration.

1.7 **COUNTY** means Collier County, Florida.

1.8 **DECLARATION** means the Declaration of Covenants, Restrictions and Easements for Mandalay Place recorded or to be recorded amongst the Public Records of the County, and any amendments, supplements or modifications thereto.

1.9 **DEVELOPER** means Mandalay Place, L.L.C., a Florida Limited Liability Company.

1.10 **DOCUMENTS** means in the aggregate the Declaration, these Articles, the Bylaws, all Supplements and Exhibits to the Declaration, any Rules and Regulations of the Association and all of the instruments and documents referred to or incorporated therein or attached thereto as same may be amended from time to time.

1.11 **DWELLING UNIT** means a detached, single family residential unit located or to be constructed on a lot within Mandalay Place subdivision.

1.12 **INSTITUTIONAL MORTGAGEE** means any lending institutions or real estate investment trust having a first mortgage lien upon a Lot or Dwelling Unit and includes any insurance company doing business in Florida and approved by the Commissioner of Insurance of the State of Florida; a Federal or State Savings and Loan Association, Building and Loan Association or bank doing business in the State of Florida and approved by the office of the Comptroller, Division of Banking of the State of Florida; a mortgage banking company licensed in the State of Florida; and "Secondary Mortgage Market Institution" which includes the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation and such other secondary mortgage market institution as the Board of Directors shall hereafter approve in writing; and any mortgagee which has loaned money to Developer secured by a mortgage encumbering any portion of the Land.

1.13 **LAND** means the real property more particularly described in Exhibit "A" to the Declaration and any property subsequently made subject to the Declaration by means of a Supplemental Declaration.

1.14 **LOT** means a portion of the Committed Land upon which is or will be located a Dwelling Unit, the legal description of which is set forth in the deed of conveyance of the Dwelling Unit.

1.15 **MEMBER** means a member of the Association. The Mandalay Place shall have two (2) classes of membership: Class "A" members and Class "B" members as follows:

- (i) The Class "A" members shall be all Owners of Lots within Mandalay Place other than the Class "B" members.
- (ii) The Class "B" members shall be the Developer. Unless the Developer earlier terminates the membership, the Class "B" membership shall terminate upon Turnover or Developer's earlier termination and be converted to Class "A" membership.

1.16 **OWNER** means the Owner or Owners of the fee title to a Lot or Dwelling Unit.

1.17 **MANDALAY PLACE** means the residential community which is to be developed upon the Land and all improvements now or hereafter located thereon and includes the Land and all improvements on any Land submitted to the provisions of the Declaration.

1.18 **SINGLE FAMILY OCCUPANCY** means and refers to occupancy by a family unit consisting of (i) persons related to one another by blood, marriage, or adoption in the following degrees of kinship only: Children, grandchildren, parents, brothers, sisters, aunts, uncles, nieces and nephews, or (ii) two single unrelated persons and persons related to them in the degrees of kinship described in Subsection (i) above.

1.19 **SUPPLEMENT** means a Supplement to the Declaration recorded by Developer submitting all or a portion of additional land to the terms and provisions of the Declaration.

ARTICLE II

NAME

The name of this corporation shall be **MANDALAY PLACE HOMEOWNER'S ASSOCIATION, INC.**, ("Association") The present address of the Association is 2025 Prince Drive, Naples, Florida 34110.

ARTICLE III

PLAN FOR DEVELOPMENT AND PURPOSE OF ASSOCIATION

3.1 Developer, as the Owner of the land, has or will record the Declaration which provides a plan for development of Mandalay Place as a *planned residential community*. The Declaration provides for various land use covenants and restrictions relative to the Land and that the Association shall own, operate, administer, manage, repair and maintain portions of the land from time to time.

3.2 The Association is formed, therefore, to own, operate, administer, manage, repair and maintain portions of the land in accordance with the Documents and to assess, collect and pay all expenses necessary or proper to perform its purpose.

ARTICLE IV

POWER

In furtherance of the foregoing purposes, the Association shall have the following powers:

4.1 The Association shall have all of the common law and statutory powers of a Florida Not-For-Profit Corporation and Homeowners Association under Chapters 617 and 720 of the Florida Statutes.

4.2 The Association shall have all of the powers granted to the Association in the Declaration.

4.3 The Association shall have all of the powers reasonably necessary to implement the purposes of the Association in accordance with the Documents including, but not limited to the following powers:

- 4.3.1 To make, establish, amend and enforce reasonable rules and regulations governing Mandalay Place.
- 4.3.2 To make, levy, collect and enforce assessments against Owners to provide funds to pay for the expenses of the Association and the administration, management, operation, repair and maintenance of Mandalay Place and to use and expend the proceeds of such assessments in the exercise of the powers and duties of the Association.
- 4.3.3 To administer, manage, operate, repair and maintain Mandalay Place and to maintain, repair and replace the improvements and personal property therein in accordance with the Declaration.
- 4.3.4 To construct and reconstruct improvements located within Mandalay Place in the event of casualty or other loss in accordance with the Declaration.
- 4.3.5 To enforce by legal means the provisions of the Declaration and other Documents.
- 4.3.6 To employ personnel, retain independent contractors and professional personnel and enter into any supply, service, management or other agreements and contracts consistent with the purposes of the Association to provide for administration, management and operation of the Association.
- 4.3.7 To, if so granted, receive title to and own the Common Areas pursuant to the Declaration.
- 4.3.8 To own, operate, maintain and repair the Water Management System.

ARTICLE V **MEMBERS**

The qualification of Members, the manner of their admission to membership in the Association, the manner of the termination of such membership, the voting rights of members and the manner of voting by Members shall be as follows:

5.1 Until such time as the first deed of conveyance from Developer to an Owner ("First Conveyance") , the membership of this Association shall be comprised solely of Developer.

5.2 Upon the First Conveyance, each and every Owner of a Lot within the land, including Developer as to lots owned by Developer, shall be Members and exercise all of the rights and privileges of Members, as set forth in the Documents.

5.3 Membership in the Association for Owners other than Developer shall be established by the acquisition of Ownership of fee title to a Lot as evidenced by the recording of an instrument of conveyance amongst the Public Records of the County. Developer shall be a member for all Lots owned by it. Where title to a Lot is acquired by conveyance from a party other than Developer by means of sale, gift, inheritance, devise, judicial decree or otherwise, the person, persons or entity thereby acquiring such Lot shall not be a member unless or until such Owner shall deliver a copy of a deed or other instrument of acquisition of title to the Association, or until the Association is otherwise made aware of such transfer in a verifiable manner.

5.4 No member may assign, hypothecate or transfer in any manner his membership in the Association except as an appurtenance to transfer of Ownership and title to his Lot.

5.5 Whenever any Lot is owned by a husband and wife the following provisions shall govern their right to vote:

5.5.1 Where both 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 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 the meeting.

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

5.5.3 Where neither spouse is present, the person designated in a proxy signed by either spouse may cast the Lot vote, absent and prior written notice to the contrary to the Association by the other spouse or the designation of a different proxy by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a different proxy by the other spouse, the vote of said Lot shall not be considered.

5.6 If there is more than one (1) member with respect to a Lot as a result of the fee interest in such Lot being held by more than one person, such Members collectively shall be

entitled to only one (1) vote. The vote of the Owners of a Lot owned by a corporation or other legal entity shall be cast by properly designated officers, partners or principals of the respective legal entity.

5.7 In the event that certain Members' properties have concerns which do not apply to the Members as a whole, the Board of Directors may divide membership in the Association into classes so that only the Members of the class may vote upon matters peculiar to the class.

5.8 With respect to voting, the following provisions will prevail:

5.8.1 Either the membership as a whole shall vote or the Class Members shall vote, which determination shall be made in accordance with Subparagraphs 5.8.2 and 5.8.3 immediately below. In any event, however, each Lot shall be entitled to only one (1) vote, which vote shall be exercised and cast in accordance with the Documents.

5.8.2 In matters that require a vote, voting shall take place as follows:

A) Matters substantially pertaining to a particular class of Members, if such class is established by the Board of Directors, shall be voted upon only by the Class Members and the result of the voting shall be determined by majority vote of the Class members at any meeting having a proper quorum (as determined in accordance with the Bylaws).

5.8.2 B) Matters substantially pertaining to the Association as a whole shall be voted on by the membership as a whole and the result of the voting shall be determined by majority vote, unless otherwise specified in the Declaration, of the membership as whole in attendance at any meeting having a quorum (as determined in accordance with by the Bylaws).

5.8.3 Any decision as to whether a matter substantially pertains to a particular class for purpose of Class Member voting or to the Association as a whole for membership voting shall be determined solely by the Board of Directors, but any matter material to the Common Areas or the Declaration as it relates to all Owners cannot be allocated by the Board of Directors to other than the full membership.

5.8.4 Notwithstanding the provisions of Paragraph 5.8.2 hereof, the Members and the Class Members are prohibited from taking any action prior to the "Turnover Event" (as defined in the Declaration) which would increase the Developer's obligation under the "Guaranteed Assessment" (as defined in the Declaration) unless Developer shall consent, in writing, thereto.

5.8.5 The membership shall be entitled to elect the Board of Directors as provided in Article XI of these Articles.

ARTICLE VI

VOTING

6.1 Class "A". Upon turnover, Class "A" Members shall be entitled to one (1) vote for each Lot owned by the respective Class "A" member, provided, however, there shall be only one (1) vote per Lot.

6.2 Class "B". Until Turnover, or until the Developer earlier terminates this Class B, the Class "B" Member shall be entitled to cast two times the number of votes held collectively by all Class "A" Members, plus one (1) vote. The Class "B" Member shall be entitled to appoint all members of the Association Board of Directors prior to Turnover. Thereafter, the Developer shall be a Class "A" Member entitled to one (1) vote for each Lot owned by Developer.

ARTICLE VII

TERM

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

ARTICLE VIII

INCORPORATOR

The name and address of the Incorporator to these Articles is as follows:

NAME

John T. Mahoney III

ADDRESS

2025 Prince Drive
Naples, FL 34110

ARTICLE IX

OFFICERS

9.1 The affairs of the Association shall be managed by a President, one or several Vice Presidents, a Secretary and a Treasurer, and, if elected by the Board of Directors, an Assistant Secretary, an Assistant Treasurer and such other officers and assistant officers as the Board of Directors designate.

9.2 The Board of Directors shall elect the President, a Vice President, a Secretary, and a Treasurer and as many other Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall from time to time determine appropriate. Such officers shall be elected annually at the first meeting of the Board of Directors following the "Annual Meeting" (as described in the Bylaws) ; provided, however, such officers may be removed and other

persons may be elected by the Board of Directors as such officers in the manner provided in the Bylaws. The President shall be a Director of the Association, but no other officer need be a Director.

ARTICLE X
FIRST OFFICERS

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

<u>OFFICE</u>	<u>NAME</u>
President and Treasurer	John T. Mahoney, III
Vice-President	John T. Mahoney
Secretary	Barbara J. Mahoney

ARTICLE XI
BOARD OF DIRECTORS

11.1 The number of Directors on the first Board of Directors ("First Board") shall be three (3). The number of Directors thereafter shall be determined by the Bylaws.

11.2 The names and addresses of the persons who are to serve as Directors on the First Board are as follows:

<u>NAME</u>	<u>ADDRESS</u>
John T. Mahoney III	2025 Prince Drive Naples, Florida 34110
John T. Mahoney	2025 Prince Drive Naples, Florida 34110
Barbara J. Mahoney	2025 Prince Drive Naples, Florida 34110

Developer shall have the right to remove, appoint, designate, and elect all of the Directors to serve on the Board of Directors until the Turnover Event, as defined in the Declaration. The First Board of Directors shall serve until the Turnover Event or until removed or replaced by Developer in accordance with the Bylaws.

11.3 Upon the occurrence of the Turnover Event, the Owners other than the Developer ("Purchase Members") shall be entitled to elect two (2) members of the Board of Directors, and Developer shall continue to appoint one (1) Director until such time as Developer either:

- (i) No longer owns any lots or other real property within Mandalay Place or
- (ii) Elects to relinquish his right to appoint such Director ("Developers' Resignation Event"). Upon the Developer's Resignation Event, the Directors elected by Purchaser Members shall elect a successor Director to fill the vacancy caused by the resignation or removal of Developer's designated Director. This successor Director shall serve until the next Annual Member's Meeting and until his successor is elected and qualified.

11.4 At each Annual Members' Meeting held subsequent to the year in which the Developer no longer has a right to appoint a Director, all of the Directors shall be elected by the Members.

11.5 Upon the resignation of a Director who has been designated by Developer and upon the resignation of an officer of the Association who has been elected by a Board of Directors controlled by the Developer, the Association shall remise, release, acquit, satisfy and forever discharge such officer or Director of and from any and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Association or Purchaser Members had, now have or which any personal representative, successor, heir or assign of the Association or Purchaser Members hereafter can, shall or may have against said officer or Director for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of such resignation, except for such Director's or officer's willful misconduct or gross negligence.

11.6 Whenever an act requires Association approval, such approval by the Association's Board of Directors shall constitute the Association's approval, unless the approval provision specifies that the Association's approval is to be obtained in some other manner.

ARTICLE XII

BYLAWS

The Bylaws of the Association shall be adopted by the First Board of Directors, and thereafter may be altered, amended or rescinded in the manner provided in the Bylaws.

ARTICLE XIII

INDEMNIFICATION

Each and every Director and officer of the Association shall be indemnified by the Association against all costs, expenses and liabilities, including counsel fees at all trial and

appellate levels, reasonably incurred by or imposed upon him in connection with any proceeding, litigation or settlement in which he becomes involved by reason of his being or having been a Director or officer of the Association, and the foregoing provision for indemnification shall apply whether or not such a person is a Director or officer at the time such cost, expense or liability is incurred. In the event a Director or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties,, the indemnification provided in this Article XIII shall be in addition to and not exclusive of any and all right of indemnification to which a Director or officer of the Association may be entitled under statute or common law.

ARTICLE XIV **AMENDMENT**

14.1 Prior to the First Conveyance (as defined in Paragraph 5.1 hereof), these Articles may be amended by an instrument in writing signed by Developer and filed in the office of the Secretary of State of the State of Florida.

14.2 After the First Conveyance, these Articles may be amended as provided by Florida Statute.

14.3 Notwithstanding any provision of this Article XIV to the contrary, these Articles shall not be amended in any manner which shall abridge, amend or alter the rights of an Institutional Mortgagee or the right of Developer to designate and elect Directors as provided in these Articles without the prior written consent to such amendment by such Institutional Mortgagee or Developer, as the case may be.

14.4 Notwithstanding any provision of this Article XIV to the contrary, these Articles shall not be amended in any manner which shall amend, modify or affect any provisions, terms, conditions, rights and obligations set forth in the Declaration nor which amend, modify or affect this Article XIV.

14.5 In the event of a conflict between the provisions of these Articles and Chapter 720 of the Florida Statutes, the provision of Chapter 720 shall control.

ARTICLE XV **REGISTERED OFFICE AND REGISTERED AGENT**

The street address of the initial registered office of the Association is 711 Fifth Avenue South, Suite 201, Naples, Florida 34102 and the initial registered agent of the Association at that address shall be Michael J. Volpe.

IN WITNESS WHEREOF, the Incorporators have hereunto affixed their signature on the date set forth below.

Date: 2/23/05

John T. Mahoney III
John T. Mahoney III, Incorporator

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 23rd day February of 2005, by **JOHN T. MAHONEY III**, as Incorporator, and who (is personally known to me) ~~(has produced~~ _____ ~~as identification)~~ and did/did not take an oath.

My Commission Expires:



RHONDA G. BORDEN
MY COMMISSION # DD 383376
EXPIRES: February 21, 2008
Bonded Thru Budget Notary Services

Rhonda G. Borden
Notary Public
Rhonda G. Borden
Typed, Printed or Stamped Name

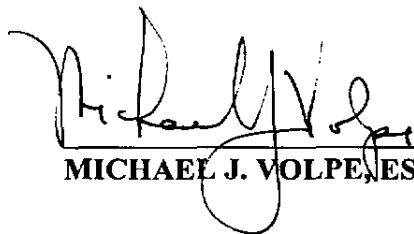
**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE
FOR THE SERVICE OF PROCESS WITHIN THE STATE NAMING
AGENT UPON WHOM PROCESS MAY BE SERVED**

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted in compliance with said Act:

First, that **MANDALAY PLACE HOMEOWNER'S ASSOCIATION, INC.**, desiring to organize under the laws of the State of Florida with its initial registered office, as indicated in the Articles of Incorporation, at Naples, County of Collier, State of Florida, has named **MICHAEL J. VOLPE, ESQUIRE** located at the law offices of **ROBINS, KAPLAN, MILLER & CIRESI L.L.P.**, 711 Fifth Avenue South, Suite 201, Naples, Florida 34102, as its agent to accept service of process within the State.

ACKNOWLEDGEMENT:

Having been named to accept service of process for the above-identified corporation, at place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping open said office.



MICHAEL J. VOLPE, ESQUIRE

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