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TRANSMITTAL LETTER

Department of State
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

SUBJECT: HIDDEN HARBOR FORT MYERS HOMEOWNERS' ASSOCIATION,
(PROPOSED CORPORATE NAME - MUST INCLUDE SUFFIX) INC.

Enclosed is an original and one(1) copy of the Articles of Incorporation and a check for :

☒ \$70.00
Filing Fee

☐ \$78.75
Filing Fee &
Certificate of
Status

☐ \$78.75
Filing Fee
& Certified Copy

☐ \$87.50
Filing Fee,
Certified Copy
& Certificate

ADDITIONAL COPY REQUIRED

FROM: _____
Name (Printed or typed)

Address **John J. Shea**
Judd, Shea, Ulrich, Oravec, Wood & Dean, P.A.
2940 South Tamiami Trail
Sarasota, FL 34239

City, State & Zip

941-955-5100
Daytime Telephone number

NOTE: Please provide the original and one copy of the articles.

**ARTICLES OF INCORPORATION
OF
HIDDEN HARBOR FORT MYERS HOMEOWNERS' ASSOCIATION, INC.**

The following are adopted as the Articles of Incorporation of Hidden Harbor Fort Myers Homeowners' Association, Inc.

**ARTICLE I
NAME OF CORPORATION AND PRINCIPAL ADDRESS**

1.1 Name and Address. The name of this corporation is Hidden Harbor Fort Myers Homeowners' Association, Inc. (herein referred to as the "Association"). The principal office shall be located at 6326 Presidential Court, Suite 2, Fort Myers, Florida 33919. The directors may change the location of the office, as needed.

**ARTICLE II
PURPOSES**

2.1 Purpose. The general nature, object and purposes of the Association are:

(a) To accept and hold title to, manage, and administer the use of real and personal property, including, but not limited to, the Common Area of that certain development known as "Hidden Harbor Fort Myers" located in Lee County, Florida, and as more particularly described in that certain document entitled Declaration Of Covenants, Conditions and Restrictions For Hidden Harbor Fort Myers which is recorded in the Public Records of Lee County, Florida ("Covenants").

(b) To manage, operate, maintain and control the usage of all land and water area and improvements intended for the common usage of all Owners (as that term is defined in the Covenants which shall have the same meaning herein) in Hidden Harbor Fort Myers, including, without limitation, such recreational areas, roads, sidewalks, pedestrian, bicycle and other pathways, lakes, ponds, waterways, parks, landscaping, conservation areas and other similar common areas, and the improvements thereon, as may be set aside by the developer of Hidden Harbor Fort Myers or transferred from time to time to the Association for the common use and benefit of all Owners in Hidden Harbor Fort Myers, which areas are collectively referred to as the "Common Area."

(c) To take such action as may be deemed appropriate to promote the health, safety and social welfare of the Owners within Hidden Harbor Fort Myers.

(d) To provide, purchase, acquire, replace, improve, maintain, and/or repair all improvements of the Common Area including, without limitation, buildings, structures, streets, recreational areas, docks, sidewalks, street lighting, landscaping, equipment, furniture and furnishings, both real and personal, related to the promotion of the health, safety and social welfare of the residential owners or tenants in Hidden Harbor Fort Myers as the board of directors in its discretion may determine necessary or appropriate.

(e) To furnish or otherwise provide for private security, fire protection and such other services as the board of directors in its discretion determines necessary or appropriate, and to provide the capital improvements and equipment related thereto.

(f) To undertake and carry out all of the duties and obligations which may be assigned to it as the Association under the terms and provisions of the Covenants or any declarations of restrictions, cooperative bylaws, or condominium declarations applicable to the real property in Hidden Harbor Fort Myers.

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(g) To operate without profit and for the sole and exclusive benefit of Owners in Hidden Harbor Fort Myers.

ARTICLE III GENERAL POWERS

3.1 Powers. The Association shall have all the powers and duties set forth in the Covenants, the laws of the State of Florida and these articles of incorporation, along with all the powers and duties reasonably necessary to maintain and manage the Association pursuant to the Covenants as amended from time to time, including but not limited to the following:

(a) To purchase, accept, lease, or otherwise acquire title to, and to hold, mortgage, rent, sell or otherwise dispose of any and all real or personal property related to the purposes or activities of the Association; to make, enter into, perform and carry out contracts of every kind and nature with any person, firm, corporation or association; and to do any and all other acts necessary or expedient for carrying on any and all of the activities of the Association and pursuing any and all of the objects and purposes set forth in these articles of incorporation and not forbidden by the laws of the State of Florida.

(b) To establish a budget and to fix assessments to be levied against the assessable property in Hidden Harbor Fort Myers, and to assess Members and enforce assessments, pursuant to the Covenants for the purpose of defraying the expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, including a reasonable contingency fund, and a reasonable annual reserve for anticipated major capital repairs, maintenance and improvement, and capital replacements.

(c) To enter into agreements with condominium associations and other property owners associations for the collection of such assessments or otherwise.

(d) To place liens against any property subject to assessment in Hidden Harbor Fort Myers for delinquent and unpaid assessments and to bring suit for the foreclosure of such liens or to otherwise enforce the collection of such assessments for the purpose of obtaining revenue for the operation of the Association's business.

(e) To hold funds solely and exclusively for the benefit of the Owners in Hidden Harbor Fort Myers for the purposes set forth in these articles of incorporation.

(f) To adopt, promulgate and enforce rules, regulations, bylaws, covenants, restrictions and agreements in order to effectuate the purposes for which the Association is organized.

(g) To delegate such of the powers of the Association as may be deemed to be in its best interest by the board of directors.

(h) To charge recipients of services rendered by the Association and users of property of the Association as deemed appropriate by the board of directors.

(i) To pay all taxes and other charges or assessments, if any, levied against property owned, leased or used by the Association.

(j) To borrow money for the acquisition of property or for any other lawful purposes of the Association, and to make, accept, endorse, execute and issue debentures, promissory notes or other obligations of the Association for borrowed monies, and to secure the payment of such obligation by mortgage, pledge, security agreement, or other instrument of trust, or by lien upon, assignment of, or

agreement in regard to all or any part of the real or personal property, or property rights or privileges, of the Association wherever situated.

(k) To enforce by any and all lawful means the provisions of these articles of incorporation, the bylaws of the Association, the terms and provisions of the Covenants, and, wherever applicable or appropriate, the terms and provisions of any restrictions applicable to any portion of Hidden Harbor Fort Myers.

(l) In general, to have all powers which are or may be conferred upon a corporation not for profit by the laws of the State of Florida and the common law, including, but not limited to, the right to sue and be sued, all except as prohibited herein.

(m) To protect, maintain, repair, replace, contract for services for, and operate the surface water management system within Hidden Harbor Fort Myers, including easement areas, drainage facilities, ditches, retention and detention ponds, landscape buffers, wetland mitigation areas, and preservation easements in accordance with lawful governmental authority, including but not limited to, governmental regulations imposed by the South Florida Water Management District and Lee County, Florida.

3.2 Assets Held in Trust. All funds and properties acquired by the Association and the proceeds thereof shall be held in trust for the members in accordance with the provisions of the Covenants, these articles of incorporation and the bylaws of the Association.

3.3 Limitation on Exercise of Power. The powers of the Association shall be subject to, and shall be exercised in accordance with, the provisions of the Covenants and the bylaws of the Association.

ARTICLE IV MEMBERS

4.1 Members. The members of the corporation shall consist of all the Owners and the Developer of Hidden Harbor Fort Myers, all as defined under the Covenants and as set forth in the Bylaws.

4.2 Limitation on Transfer of Shares of Assets. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner.

4.3 Voting. On all matters to which the members shall be entitled to vote directly, each member shall be entitled to one vote.

ARTICLE V BOARD OF DIRECTORS

5.1 Board of Directors. The affairs of the Association shall be managed by a board of directors consisting initially of three (3) directors. The number of directors comprising succeeding boards of directors shall be as provided from time to time in the bylaws of the Association, but in no event shall there be less than three (3).

5.2 Members. Each director shall be a member of the Association provided, however, that any director who is a representative of the developer need not be a member of the Association.

5.4 Initial Directors. The names and addresses of the directors who shall hold office until their successors are elected and qualified, or until removed, are as follows:

Name

Address

Charles E. Sameluk

6326 Presidential Court, Suite 2, Fort
Myers. Florida 33919

Dean DeGross

989 Tamiami Trail
Port Charlotte, FL 33953

Michael M. Ritter

6326 Presidential Court, Suite 2, Fort
Myers. Florida 33919

ARTICLE VI OFFICERS

6.1 Officers. The officers of the Association, to be elected by the board of directors, shall be a president, a vice-president, a secretary and a treasurer, and such other officers as the board of directors shall deem appropriate from time to time. The president and vice president shall be elected from among the membership of the board of directors at its first meeting following the annual meeting of the members of the Association. The secretary and treasurer shall also be elected at the annual meeting of the board of directors. The same person may hold two or more offices, provided, however, that the office of president and secretary shall not be held by the same person. Such officers under the direction of the board of directors shall administer the affairs of the Association. Officers shall be elected for a term of one (1) year in accordance with the procedure set forth in the bylaws.

6.2 Initial Officers. The names and addresses of the officers who are to manage the affairs of the Association until their successors are duly elected and qualified, are as follows:

Name	Office	Address
Charles E. Sameluk	President	6326 Presidential Court, Suite 2, Fort Myers. Florida 33919
Dean DeGross	Vice President	989 Tamiami Trail Port Charlotte, FL 33953
Michael M. Ritter	Secretary/Treasurer	6326 Presidential Court, Suite 2, Fort Myers. Florida 33919

ARTICLE VII CORPORATE EXISTENCE

7.1 Term. The corporation shall have perpetual existence.

ARTICLE VIII BYLAWS

8.1 Bylaws. The board of directors of the Association shall adopt bylaws consistent with these articles. Thereafter, the bylaws may be altered, amended or rescinded as provided in the bylaws.

ARTICLE IX AMENDMENT TO ARTICLES OF INCORPORATION

9.1 Amendments. These articles may be altered, amended or repealed upon a vote of

a majority of the members. No amendment affecting the rights of developer shall be effective without the prior written consent of developer.

9.2 Limitation on Amendments. No amendment shall be made that is in conflict with Chapter 617, Florida Statutes.

9.3 Developer Amendments. Until such time as the developer has transferred control of the Association to the members, these articles of incorporation and bylaws may be amended by affirmative resolution of the board of directors of the Association without any notice, meeting or approval of the members as otherwise generally provided in these articles. However, no such amendment shall materially alter or modify the voting rights of the members or the general scheme of development provided in the Covenants, these articles, and the bylaws. Provided further, that no amendment to these articles may otherwise be adopted by the members without the prior written consent of the developer for so long as it has the right to control the board of directors of this Association.

9.4 Certification. A copy of each amendment shall be certified by the Secretary of State and be recorded in the Public Records of Lee County, Florida.

ARTICLE X REGISTERED OFFICE AND REGISTERED AGENT

10.1 Address and Registered Agent. The registered office of the corporation shall be at 2940 South Tamiami Trail, Sarasota, Florida 34239, and the registered agent at such address shall be John J. Shea.

ARTICLE XI BUDGET AND EXPENDITURES

11.1 Budget. The board of directors shall annually adopt a budget for the operation of the Association for the ensuing year and for the purpose of levying assessments against all assessable property in Hidden Harbor Fort Myers, which budget shall be conclusive and binding upon all persons; provided, however, that the board of directors may thereafter at any time approve or ratify variations from such budget.

ARTICLE XII SUBSCRIBER

12.1 Subscriber. The name and street address of the initial subscriber of these articles is John J. Shea, 2940 S. Tamiami Trail, Sarasota, Florida 34239.

ARTICLE XIII INDEMNIFICATION OF OFFICERS AND DIRECTORS

13.1 Indemnification.

The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceedings, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a director, officer or committee member of the association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceedings, unless (a) a court of competent jurisdiction determines,

after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he or she did not act in good faith, nor in a manner he or she reasonably believed to be in, or not opposed to, the best interest of the association, and with respect to any criminal action or proceeding, that he or she had reasonable cause to believe his or her conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceedings by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interest of the association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful. It is the intent of the membership, by the adoption of this provision, to provide the most comprehensive indemnification possible to their officers, directors and committee members as permitted by Florida law.

13.2 Expenses. To the extent that a director, officer, or committee member of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 13.1 above, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

13.3 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceedings upon receipt of an undertaking by or on behalf of the affected director, officer, or committee member to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the association as authorized in this Article XIII, or as otherwise permitted by law.

13.4 Miscellaneous. The indemnification provided by this article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of members or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

13.5 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, or committee member against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of this article. Notwithstanding anything in this Article XIII to the contrary, the provisions herein provided for indemnification shall only be applicable to the extent insurance coverage does not apply or is insufficient.

ARTICLE XIV DISSOLUTION OF THE ASSOCIATION

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

(a) Any dedicated property and corresponding infrastructure, including, but not limited to, the System as defined in the Covenants, will be conveyed or dedicated to a similar non-profit organization or entity to assure continued maintenance and operation thereof.

(b) All remaining assets, or the proceeds from the sale of such assets, shall be distributed among the members in proportion to the assessment shares of each member of the Association.

14.2 Expiration of Term. Upon expiration of the term of the Covenants, the Association may be dissolved upon a resolution to that effect being approved by two-thirds of the members of the Association.


IN WITNESS WHEREOF, the undersigned subscriber has executed these Articles of Incorporation this 6 day of June, 2005.


John J. Shea

ACCEPTANCE OF REGISTERED AGENT

Having been named as registered agent to accept service of process for the Hidden Harbor Fort Myers Homeowners' Association, Inc., at the place designated in these articles, I 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.

Dated June 16, 2005.


John J. Shea

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