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**ARTICLES OF INCORPORATION
OF
COCONUT POINT, AREA 2 MASTER PROPERTY OWNERS ASSOCIATION, INC.**

The undersigned incorporator, by these Articles, forms a corporation not for profit pursuant to Chapter 617 of the laws of the State of Florida ("Chapter 617"), and adopts the following Articles of Incorporation:

**ARTICLE 1
NAME AND ADDRESS**

The name of the corporation shall be COCONUT POINT, AREA 2 MASTER PROPERTY OWNERS ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association", these Articles of Incorporation as the "Articles of Incorporation" or "Articles" and the By-Laws of the Association as the "By-Laws." The principal place of business and mailing address of the Association shall be 225 West Washington Street, Indianapolis, Indiana 46204, or such other place as may be subsequently designated by the Board of Directors.

**ARTICLE 2
PURPOSE**

The purpose for which the Association is organized is to provide an entity to perform the duties and obligations relating to the "Common Areas" of that certain development (the "Development") described in the Declaration of Covenants, Conditions and Restrictions for Coconut Point, Area 2 to be recorded in the Public Records of Lee County, Florida (the "Declaration") and otherwise to enforce the terms and conditions of the Declaration that are designated as the responsibility of the Association therein.

The Association is not organized for profit and no part of the net earnings, if any, shall inure to the benefit of any Member or other Person.

It is understood that the Development consists primarily for commercial and other non-residential uses and that the provisions of Chapter 720 of the laws of the State of Florida shall not apply thereto.

**ARTICLE 3
DEFINITIONS**

The terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration unless provided to the contrary in these Articles or unless the context otherwise requires.

ARTICLE 4 **POWERS**

The powers of the Association shall include and be governed by the following:

4.1 **General**. The Association shall have all of the common-law and statutory powers of a corporation not for profit under the Laws of Florida that are not in conflict with the provisions of these Articles, the Declaration or the By-Laws.

4.2 **Enumeration**. In addition to, and not in limitation of, the powers described in Paragraph 4.1, the Association shall have all of the powers and duties set forth in Chapter 617 except as limited by these Articles, the By-Laws and the Declaration, and all of the powers and duties necessary to perform the duties and obligations relating to the Common Areas in the manner set forth in the Declaration and to exercise such powers, duties and obligations described in the Declaration, as it may be amended from time to time, including, but not limited to, the following:

4.2.1 own and convey property;

4.2.2 make, modify and enforce rules and regulations governing use of the Property, including the Common Areas;

4.2.3 assess members and enforce assessments;

4.2.4 sue and be sued;

4.2.5 contract for services necessary to operate and maintain the Common Areas (tracts and easements) and any corresponding infrastructure; and

4.2.6 take such other actions which the Board deems advisable in order to effectuate or enforce the provisions of the Declaration or otherwise permitted by law.

4.3 **Distribution of Income**. The Association shall make no distribution of income to its members, directors or officers and upon dissolution all assets of the Association shall be transferred only to another not for profit corporation or public agency.

4.4 **Limitation**. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of these Articles, the Declaration and the By-Laws.

ARTICLE 5 **MEMBERS AND VOTING REPRESENTATIVES**

5.1 **Membership and Voting**. The Declaration sets forth who are the Members of the Association and the voting rights of the Members of the Association, and includes the following provisions, among others:

3.2 Membership in the Association: Voting. "Membership" shall be as follows:

3.2.1 *Membership.* Declarant shall initially be the sole Member of the Association. As Parcels within the Development are sold by the Declarant, the Owners of a Parcel shall become Members in the Association. Each Owner accepts such membership and agrees to be bound by this Declaration, the Articles, By-Laws and any rules and regulations adopted pursuant thereto, as same may be amended from time to time. Membership in the Association shall not be assignable separate and apart from fee ownership of the Owner's respective portion(s) of the Development. Membership commences upon acquisition and terminates upon sale or transfer of an Owner's interest in a Parcel, whether voluntary or involuntary. The foregoing is not intended to include Mortgagees or any other persons who hold an interest merely as security for the performance of an obligation, and the giving of a security for the performance of an obligation shall not terminate or otherwise affect an Owner's membership in the Association.

3.2.2 *Voting Interest.* Each Member shall have a voting interest based upon the total number of gross acres, or portion thereof, contained in the Parcel(s) owned by a Member. The square footage of any Improvements upon a Parcel shall not be included for purposes of calculating a voting interest. Each Member's voting interest will be based upon a fraction, the numerator of which is the gross acres (to the nearest one-hundredth) contained in an Owner's Parcel and the denominator of which is the total gross acres (to the nearest one-hundredth) in the Development.

3.2.3 *Notice of Voting Representative.* Each Member of the Association shall give written notice to the Association of the person elected or designated as its voting representative ("Voting Representative"), such notice to be given at or before the first meeting of the Association which the Voting Representative is to attend. Multiple Owners of a Parcel shall have only one (1) Voting Representative, it being understood, by way of example, but not limitation, that a Neighborhood Association form of ownership shall only have one (1) designated Voting Representative. The Association and all other Voting Representatives (and their constituents) shall be entitled to rely on such notices as constituting the authorization of the designated Voting Representative to cast all votes concerning Association matters until such notice is changed, superseded or revoked. When more than one person holds an interest in any Parcel or Improvement thereon, the Voting Representative for such Parcel or Improvement thereon shall be selected as those Owners themselves determine and so advise the Association prior to any meeting. This Section 3.2.3 shall be subject to the terms of Section 3.2.4.

3.2.4 *Restrictions on Voting Rights Before Turnover.* The terms of Section 3.2.2 and Section 3.2.3, and the voting rights of Members and Owners as

described therein, shall apply only after Declarant ceases to control the Association as provided in Section 3.6 and Section 13.1; provided, however, that Declarant may at any time and from time to time request the vote of Members and Owners on certain Association matters before Declarant ceases to control the Association as provided in Section 3.6 and Section 13.1.

3.6 Control by Declarant. Except to the extent otherwise required by the provisions of the laws of Florida relating to nonprofit corporations, this Declaration, the Bylaws or the Articles of Incorporation, the powers herein or otherwise granted to the Association may be exercised by the Board of Directors, acting through the officers of the Association, without any further consent or action on the part of the Owners. As provided in Section 13.1 hereof and notwithstanding any other provision to the contrary contained in any instruments evidencing or establishing the Property, Declarant shall have the right to appoint or remove any member or members of the Board of Directors and any officer or officers of the Association, without the necessity of a vote at an annual meeting, until such time as the first of the following events shall occur ("Turnover"): (i) the date which is fifty (50) years after the date of the recording of this Declaration; (ii) the date Declarant ceases to own at least one Parcel or Improvement thereon; or (iii) the surrender by Declarant of the authority to appoint and remove directors and officers of the Association by an express amendment to this Declaration executed and recorded by Declarant. Further, until Turnover, the Declarant shall be entitled, as to any matter on which Owners other than solely the Declarant are entitled to vote, to cast its regular vote plus two (2) votes for each vote entitled to be cast in the aggregate at any time by Owners other than the Declarant.

13.1 Control by Declarant. NOTWITHSTANDING ANY OTHER LANGUAGE OR PROVISION TO THE CONTRARY IN THIS DECLARATION, THE ARTICLES OF INCORPORATION OR THE BYLAWS OF THE ASSOCIATION, DECLARANT HEREBY RETAINS THE RIGHT TO APPOINT AND REMOVE ANY MEMBER OR MEMBERS OF THE BOARD OF DIRECTORS OF THE ASSOCIATION AS PROVIDED BY AND FOR THE TERM SET FORTH IN SECTION 3.6. Every grantee of any interest in the Property, by acceptance of a deed or other conveyance of such interest, agrees that Declarant shall have the authority to appoint and remove directors and officers of the Association in accordance with the foregoing provisions of this Section 13.1 and the provisions of Section 3.6, without the necessity of a vote at any meeting. Upon the expiration of the period of Declarant's right to appoint and remove directors and officers of the Association pursuant to the provisions of Section 3.6 and this Section 13.1, such right shall pass to the Owners, including Declarant if Declarant then owns one or more Parcels or Improvements, and a special meeting of the Association shall be called within a reasonable time thereafter. At such special meeting the Owners shall elect a new Board of Directors which shall undertake the responsibilities of the Board of Directors, and Declarant shall deliver all books, accounts and records, if any, which Declarant has kept on behalf

of the Association and any agreements or contracts executed by or on behalf of the Association during such period and which Declarant has in its possession.

5.2 Meetings of Members. The By-Laws shall provide for an annual meeting of Voting Representatives, make provision for special meetings of Voting Representatives other than the annual meetings and set the quorum requirements for meetings of the Voting Representatives of the Members.

5.3 No Transfer or Hypothecation. No Owner may assign, hypothecate or transfer in any manner membership in the Association or the funds and assets of the Association except as an appurtenance to such Owner's Parcel.

5.5 Loss of Membership. Any Owner who conveys or loses title to his, her or its parcel by sale, gift, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, no longer be a Member with respect to such Parcel and shall lose all rights and privileges of a Member resulting from ownership of such Parcel.

ARTICLE 6 TERM OF EXISTENCE

The Association shall have perpetual existence. However, in the event the Association is dissolved for any reason, the Common Areas and corresponding infrastructure shall be conveyed or dedicated to a similar non-profit organization or entity to assure continued maintenance and operation.

ARTICLE 7 INCORPORATOR

The name and address of the incorporator of the Association is as follows:

<u>NAME</u>	<u>ADDRESS</u>
Harold L. Lewis, Esq.	One Biscayne Tower Suite 2400 2 South Biscayne Boulevard Miami, FL 33131

ARTICLE 8 DIRECTORS

8.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a Board consisting of the number of Directors determined in the manner provided by the By-Laws, but which shall consist of not less than three (3) Directors. Initially, the Board shall consist of three (3) Directors. Directors need not be Members of the Association.

8.2 Duties and Powers. All of the duties and powers of the Association existing under Chapter 617, the Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Owners or Voting Representatives when such approval is specifically required.

8.3 Election; Removal. Except for the first Board of Directors, Directors of the Association shall be elected at the annual meeting of the Voting Representatives in the manner determined by and subject to the qualifications set forth in these Articles and in the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

8.4 First Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, as provided in the By-Laws, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
David Anderson	4125 Cleveland Avenue, Suite 154 Ft. Myers, Florida 33901
Helen Burns	Seminole Towne Center 200 Towne Center Circle Sanford, Florida 32771
Diane Ganz	4125 Cleveland Avenue, Suite 154 Ft. Myers, Florida 33901

8.5 Standards of Conduct. A Director shall discharge his or her duties as a Director, including any duties as a member of a Committee in good faith; with the care an ordinary prudent person in a like position would exercise under similar circumstances; and in a manner reasonably believed to be in the best interests of the Association.

ARTICLE 9 **OFFICERS**

Any officers shall be elected by the Board of Directors of the Association, at their option, and shall serve at the pleasure of the Board of Directors. The By-Laws may provide for the removal from office of officers, for filling vacancies and for the duties of the officers.

ARTICLE 10 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 proceeding, whether civil, criminal, administrative or investigative (collectively "Action"), by reason of the fact that he or she is or was a director, employee, officer or agent of the Association (collectively "Association Person"), against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the Association Person in connection with such Action, if the Association Person acted in good faith and in a manner the Association Person reasonably believed to be in, or not opposed to, the best interests of the Association and with respect to any criminal action or proceeding, had no reason to believe the Association Person's conduct was unlawful. The Association shall not, however, indemnify any Association Person as to matters to which the Association Person shall be finally adjudged in any such Action to be liable for gross negligence or gross misconduct in the performance of the Association Person's duty. The termination of any Action by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption of gross negligence or gross misconduct. The foregoing right of indemnification shall be in addition to any other rights to which an Association Person may be entitled as a matter of law or otherwise.

ARTICLE 11 BY-LAWS

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded by the Directors and Members in the manner provided in the By-Laws and the Declaration.

ARTICLE 12 AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

12.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

12.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by a majority of the voting interests of the Voting Representatives of the Association. Directors and Voting Representatives not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing the approval is delivered to the Board at or prior to the meeting. The approvals must be:

12.2.1 by not less than a majority of the voting interests of all of the Voting Representatives represented at a meeting at which a quorum has been attained and by not less than 66-2/3% of the Board of Directors; or

12.2.2 by not less than 75% of the voting interests of all of the Voting Representatives represented at a meeting at which a quorum has been attained; or

12.2.3 by not less than 100% of the Board of Directors.

12.3 Declarant Approval. No amendment shall be made that is in conflict with the Declaration. During any period in which Declarant owns a Parcel or Improvement, any amendment must be approved by Declarant.

12.4 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a certified copy shall be recorded in the public records of Lee County, Florida.

12.5 Water Management District Approval. Notwithstanding anything herein to the contrary, any amendment to the Declaration, the Articles or Bylaws that will affect any aspect of the Water Management System, including water management portions of the Common Areas, will require prior approval from the South Florida Water Management District.

ARTICLE 13
OFFICE: REGISTERED AGENT

The street address of the initial registered office of the Association shall be CT Corporation System, 1200 South Pine Island Road, Plantation, Florida 33324 and the name of the initial registered agent at that address is CT Corporation System.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation as Incorporator as of the 18th of September, 2006.



Harold L. Lewis, Incorporator

ARTICLE 14
ACCEPTANCE OF APPOINTMENT
AS REGISTERED AGENT

The undersigned, who has been designated in the foregoing Articles of Incorporation as registered agent for the corporation, agrees that (i) he accepts such appointment as registered agent and will accept service of process for an on behalf of said corporation, and (ii) he is familiar with and will comply with any and all laws relating to the complete and proper performance of the duties and obligations of a registered agent of a Florida corporation.

Dated: as of 9/18, 2006.

CT CORPORATION SYSTEM

By: *Robert S. Lane*
Registered Agent

Robert S. Lane,
Assistant Secretary

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