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FLORIDA PROFIT/NON PROFIT CORPORATION

CAPE HAZE RESORT COMMUNITY ASSOCIATION, INC.

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December 29, 2006

FLORIDA DEPARTMENT OF STATE
Division of Corporations

WILLIAMS, PARKER, HARRISON, DIETZ & GETZEN, P.A.

,

SUBJECT: CAPE HAZE RESORT COMMUNITY ASSOCIATION, INC.
REF: W06000055531

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

Florida law requires the street address of the principal office and, if different the mailing address of the entity. A post office box is not acceptable for the principal office.

An effective date may be added to the Articles of Incorporation if a 2007 date is needed, otherwise the date of receipt will be the file date. A separate article must be added to the Articles of Incorporation for the effective date.

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Justin M Shivers
Document Specialist
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ARTICLES OF INCORPORATION OF CAPE HAZE RESORT COMMUNITY ASSOCIATION, INC.

(A Corporation Not For Profit)

In order to form a corporation under and in accordance with the provisions of the laws of the State of Florida for the formation of corporations not for profit, we, the undersigned, do hereby associate ourselves together into a corporation for the purposes and with the powers hereinafter set forth, and to accomplish that end we do hereby adopt and set forth these Articles of Incorporation, viz:

ARTICLE I

NAME OF CORPORATION

The name of this corporation shall be:

CAPE HAZE RESORT COMMUNITY ASSOCIATION, INC.

hereinafter in these Articles referred to as the "Association." The principal office address of the Association is 8401 Placida Road, Cape Haze, Florida 33946. The mailing address of the Association is P. O. Box 20708, Sarasota, FL 34276.

ARTICLE II

PURPOSES

The general nature, objects, and purposes of the Association are:

A. To maintain all portions of the Community and improvements therein for which the obligation to maintain and repair has been delegated to the Association by the Declaration of Management Covenants for Cape Haze Resort Community (the "Covenants"), which is to be recorded in the Public Records of Charlotte County, Florida. Terms used in these Articles shall have the same meaning as set forth in the Covenants. The Community Developer under the terms of the Covenants is CHR Development-A, Inc., a Florida corporation.

B. To promote the health, safety and social welfare of Owners and Members located within the Community.

C. To carry out all of the duties and obligations assigned to it as a neighborhood property owners association under the terms of the Covenants.

D. To operate without profit and for the sole and exclusive benefit of its Members.

ARTICLE III

GENERAL POWERS

The general powers that the Association shall have are as follows:

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 other acts necessary or expedient for carrying on any of the activities of the Association and pursuing any of the objects and purposes set forth in these Articles of Incorporation and not forbidden by the laws of the State of Florida, including but not limited to the maintenance of Community Property and surface water management devices or systems serving the Community.

B. To establish a budget and to fix assessments to be levied against all Members which are subject to assessment pursuant to the Covenants for the purpose of defraying the expenses and costs of effectuating the objects and purposes of the Association. Association shall be authorized but not required to maintain reasonable reserves for Association expenditures, and to create reasonable reserves for such expenditures, including a reasonable contingency fund for the ensuing year and a reasonable annual reserve for anticipated major capital repairs, maintenance, improvements, and replacements.

C. To place liens against any Member subject to assessment, as authorized by the Covenants, for delinquent and unpaid assessments or charges and to bring suit for the foreclosure of such liens or to otherwise enforce the collection of such assessments and charges for the purpose of obtaining revenue in order to carry out the purposes and objectives of the Association.

D. To hold funds solely and exclusively for the benefit of the Members of the Association for the purposes set forth in these Articles of Incorporation.

E. To adopt, promulgate, and enforce rules, regulations, bylaws, Covenants, and agreements in order to effectuate the purposes for which the Association is organized.

F. To delegate such of the powers of the Association as may be deemed to be in the Association's best interest by the Board of Directors.

G. To charge recipients of services rendered by the Association and users of property of the Association where such is deemed appropriate by the Board of Directors.

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

I. To enforce by any and all lawful means the provisions of these Articles of Incorporation, the Bylaws of the Association which may be hereafter adopted, and the terms and provisions of the Covenants.

J. To manage all matters regarding stormwater drainage and management within Cape Haze Resort Community.

K. In general, to have all powers which may be conferred upon a corporation not for profit by the laws of the State of Florida, except as prohibited herein. Provided, however, that it shall take a 75% vote of all Members to authorize the filing of any litigation brought on behalf of the Association other than suits to enforce collection or lien rights for assessments or payables.

ARTICLE IV

MEMBERS

The Members of this Association shall consist of all Component Project Associations, as Class A Members, and CHR Development-A, Inc. as the Class B Member.

The interest of a Member in the funds and assets of the Association may not be assigned, hypothecated, or transferred in any manner, except as an appurtenance to the lot which is the basis of his Membership in the Association.

The Secretary of the Association shall maintain a list of the Members of the Association.

ARTICLE V

ASSESSMENT AND VOTING

Each Member shall be subject to assessment according to its Assessable Share. "Assessable Share" shall mean and refer to the total assessment to be levied from time to time by Association against each Component Project. The Assessable Share for each Component Project may vary from time to time until complete build-out of the dwelling units within each Component Project. The Assessable Share shall be calculated as set forth in Section 1(a) of the Covenants.

The Assessable Share of Community Developer as Class B Member shall equal one completed unit.

Each Class A Member shall be entitled to a number of votes equal to the number of Assessable Shares within that Member's respective Component Project. Prior to transition of contract of the Board of Directors, the Class B Member shall have a number of votes equal to the total number of Class A votes plus one. After transition of control, Class B Member shall have votes equal to its Assessable Shares.

At its option, Class B Member may guarantee the budget for a given year and for that period be excused from assessment.

ARTICLE VI

BOARD OF DIRECTORS

A. The affairs of the Association shall be managed by a Board of Directors consisting initially of three Directors. The number of Directors comprising succeeding Boards of Directors may be changed by a majority vote of the membership from time to time, but in no event shall there be less than three or more than nine Directors. The Directors need not be Members of the Association or Owners of property within the Community or residents of the State of Florida. Provided, at the time of the turnover meeting, the Board of Directors shall be expanded from three directors to five directors.

B. All Directors shall be appointed by and shall serve at the pleasure of Community Developer, subject to the rights of unit owners to elect directors as set forth in Chapter 720, Florida Statutes 2004. Commencing with the "turnover" meeting, all Directors shall be elected by the Members. As used herein, the "turnover" meeting shall mean the first annual or special meeting of Members following the date on which owners other than Community Developer or Component Project Developers elect the majority of the Board of Directors.

C. All Directors who are not subject to appointment by Declarant shall be elected by the Members. Elections shall be by plurality vote.

D. All Directors elected by the Members shall be elected on a staggered two-year-term basis. Accordingly, at such meeting, the one-half of the elected Directors receiving the highest number of votes, and, in addition, if there are an odd number of Directors elected, the Director receiving the next highest number of votes, shall serve two-year terms, and the other elected Directors shall serve one-year terms. At each annual meeting of Members thereafter, Directors shall be elected for two-year terms to fill the vacancies of those Directors whose terms are then expiring. In the event additional Directors are elected at an annual meeting to fill new directorships created by expansion of the Board, such Directors shall be elected, in the manner set forth above, for one-or two-year terms as may be appropriate to make even, or as nearly as even as possible, the number of Directors serving one-and two-year terms. Each elected Director shall serve until his respective successor has been duly elected and qualified, or until his earlier resignation, removal, or death.

E. Any elected Director may be removed from office with or without cause by majority vote of the Members, but not otherwise. Any appointed Director may be removed and replaced with or without cause by Community Developer, in Community Developer's sole discretion.

F. The names and addresses of the persons constituting the first Board of Directors are as follows:

Robert A. Morris, Jr.
P.O. Box 20708
Sarasota, FL 34276

Robert A. Morris, III
P.O. Box 20708
Sarasota, FL 34276

Dora Maria C. Thomas
3665 Bee Ridge Road
Sarasota, FL 34233

ARTICLE VII

OFFICERS

A. 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 shall deem appropriate from time to time. The President shall be elected from among the Membership of the Board of Directors, but no other officer need be a Director. 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. The affairs of the Association shall be administered by such officers under the direction of the Board of Directors. Officers shall be elected for a term of one year in accordance with the procedure set forth in the Bylaws.

B. The names of the officers who are to manage the affairs of the Association until the first annual meeting of the Board of Directors are as follows:

President	-	Robert A. Morris, Jr.
Vice President,	-	Robert A. Morris, III
Secretary/Treasurer		Dora Maria C. Thomas

ARTICLE VIII

CORPORATE EXISTENCE

The Association shall have perpetual existence.

ARTICLE IX

BYLAWS

The first Board of Directors of the Association shall adopt Bylaws consistent with these Articles. Thereafter, the Bylaws may be altered, amended or rescinded by a majority vote of the Directors in the manner provided by such Bylaws.

ARTICLE X

AMENDMENTS TO ARTICLES OF INCORPORATION

These Articles may be altered, amended, or repealed by the affirmative vote of the holders of more than one-half of the total votes of the Association Membership. No amendment, however, altering the number of votes attributable to any Member pursuant to Article V hereof shall be effective without the prior written consent of such Member. Moreover, no amendment affecting the rights of Community Developer shall be effective without the prior written consent of Community Developer.

ARTICLE XI

REGISTERED OFFICE AND REGISTERED AGENT

The registered office of the Association shall be at 200 S. Orange Avenue, Sarasota, Florida 34236 and the registered agent at such address shall be William M. Seider. The Association may, however, maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

ARTICLE XII

BUDGET AND EXPENDITURES

The Association shall obtain funds with which to operate by annual assessment of its Members in accordance with the provisions of the Covenants, as the same may be supplemented by the provisions of the Association's Articles and Bylaws. Accordingly, the Board of Directors shall annually adopt a budget for the operation of the Association for the ensuing fiscal year and for the purpose of levying assessments against all lots subject to assessment, 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 XIII

SUBSCRIBERS

The names and street address of the subscriber of these Articles is as follows:

CHR Development-A, Inc.
P.O. Box 20708
Sarasota, FL 34276

ARTICLE XIV

INDEMNIFICATION OF OFFICERS AND DIRECTORS

All officers and Directors shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred in connection with any proceeding (including appellate proceedings) or settlement thereof in which they may become involved by reason of holding such office. In no event, however, shall any officer or Director be indemnified for his own willful misconduct or, with respect to any criminal proceeding, his own knowing violation of provisions of law. The Association may purchase and maintain insurance on behalf of all officers and Directors for any liability asserted against them or incurred by them in their capacity as officers and Directors or arising out of their status as such.

ARTICLE XV

DISSOLUTION OF THE ASSOCIATION

A. Upon expiration of the term of the Covenants, the Association may be dissolved upon a resolution to that effect being approved by the holders of 80% of the total votes of the Association Membership, and upon compliance with any applicable laws then in effect.

B. 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:

(1) The surface water management system and any other property determined by the Board of Directors of the Association to be appropriate for dedication to any applicable municipal or other governmental authority shall be dedicated to such authority provided the authority is willing to accept the dedication.

(2) Except as may be otherwise provided by the terms of the Covenants, all remaining assets, or the proceeds from the sale of such assets, shall be apportioned among the Members pro rata to the number of votes attributable to such Members pursuant to Article V hereof, and the share of each shall be distributed to the Members accordingly.

ARTICLE XVI

BINDING EFFECT

The provisions hereof shall bind and inure to the benefit of the Members and Declarant and their respective successors and assigns.

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IN WITNESS WHEREOF, the above-named subscriber has hereunto set his hand and seal this 28 day of December, 2006.

INCORPORATOR

CHR DEVELOPMENT-A, INC.,
a Florida corporation

By: [signature]
Dora Maria C. Thomas
As its: Secretary and Authorized Agent

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 28 day of December, 2006 by Dora Maria C. Thomas., as Secretary of CHR DEVELOPMENT-A, INC., a Florida corporation. The above-named person is personally known to me or has produced Drivers Lic. Number as identification and who did not take an oath. If no type of identification is indicated, the above-named person is personally known to me.

[signature]
Signature of Notary Public

Clara Vassallo
Print Name of Notary Public

I am a Notary Public of the State of Florida, and my commission expires on

CLARA VASSALLO
MY COMMISSION # DD573902
EXPIRES July 13 2010
Florida Notary Service

ACCEPTANCE BY REGISTERED AGENT

The undersigned hereby accepts the designation as registered agent of the foregoing corporation.

William M. Seider
WILLIAM M. SEIDER
Registered Agent

WMS/cw-623325

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA