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FLORIDA PROFIT/NON PROFIT CORPORATION

Regal Point Condominium Association, Inc.

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ARTICLES OF INCORPORATION

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

OF

REGAL POINT CONDOMINIUM ASSOCIATION, INC.

(A corporation not for Profit)

We, the undersigned, hereby associate ourselves together for the purpose of becoming incorporated under the laws of the State of Florida as a corporation not for profit, and hereby adopt, the following Articles of Incorporation:

ARTICLE I - NAME AND REGISTERED OFFICE OF THE CORPORATION

The name of this corporation, hereinafter called the "Association", shall be REGAL POINT CONDOMINIUM ASSOCIATION, INC. Its initial principal place of business and registered office shall be c/o 1100 Pine Ridge Road, Naples, FL 34108. The Board of Directors may from time to time move the principal office of the Association to any other address in the State of Florida.

ARTICLE II - PURPOSE AND POWERS

Section 1. The purpose for which this Association is organized is to act as a governing "Association" within the meaning of the Condominium Act (Chapter 718, Florida Statutes) for REGAL POINT, A CONDOMINIUM (the "Condominium"), located in Naples, Collier County, Florida.

Section 2. The Association shall have all of the rights, powers, duties and functions of a governing association as set forth in the Condominium Act now or hereafter in effect, these Articles, and all powers and duties reasonably necessary to administer, govern, and maintain the Condominium pursuant to the Declaration of Condominium for the Condominium, as it may be amended from time to time (the "Declaration of Condominium"), including but not limited to the following:

(a) To make and collect assessments against members of the Association for the purpose of defraying the charges and expenses of the Condominium and of all other properties the Association shall hold, by whatever means, and operation of the Association. Assessments paid by unit owners shall be held in trust by the Association and used to pay: (1) the cost of repair of the Condominium property and other costs related thereto, and (2) the cost of administration of the affairs of the Association, including payment of applicable taxes and the preservation of the Association's existence, to the extent properly allocable to the performance of the Association's duties under the Declaration of Condominium, and (3) to pay all other common expenses as described in the Declaration of condominium. To the extent not expended in the year in which paid, assessments shall continue to be held in trust by the Association for the benefit of the members to be expended solely for the aforesaid purposes or, upon any termination of the Condominium, the unexpended portion shall be added to the common surplus for disbursement to the members or for maintenance reserves, at the discretion of the Board of Directors of the Association (the "Board of Directors").

(b) To use the proceeds of assessments in the exercise of its powers and duties.

(c) To maintain, repair, replace and operate all Condominium property.

(d) To purchase insurance upon Condominium property and all properties the Association shall hold and insurance for the protection of the Association and its members.

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(e) To improve the Condominium property further and, after casualty, to reconstruct improvements.

(f) To approve or disapprove the transfer, by sale, rental, gift, devise, bequest, succession, or otherwise, and the ownership and encumbrance of Condominium units as may be provided by the Declaration of Condominium and by the Bylaws of the Association.

(g) To sue and to be sued, and to enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the Bylaws of the Association and the Rules and Regulations for the use of the property of the Condominium.

(h) To contract for the maintenance, repair, replacement and operation of any and all of the Condominium properties and to delegate to a management contractor or contractors all powers and duties of this Association.

(i) To own, purchase, lease, receive by gift, or otherwise acquire possessory or use interests in real and personal property, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation or other use or benefit of the members of the Association.

(j) To contract for the management, operation and upkeep of any and all property held or controlled by the Association.

(k) To encumber, mortgage, lease, convey or grant other possessory or use interests in any and all property which the Association may acquire or control, including, but not limited to, any recreational facilities.

(l) To enter into contracts or agreements for the maintenance of accounting and bookkeeping records and for the use of data processing facilities or services, so as to carry out the Association's responsibilities and to comply with the requirements of the law of the State of Florida with regard to maintenance of records.

(m) To select depositories for the Association funds.

(n) To enter into such other contracts or agreements reasonably necessary or convenient for the proper exercise of the rights, powers, duties and functions of the Association.

(o) To employ all personnel reasonably necessary to perform the services required for proper exercise of the rights, powers, duties and functions of the Association.

(p) To exercise any and all common law and statutory powers, although not specifically recited above, of a corporation not for profit, and of an association within the meaning of the Condominium Act, reasonably necessary or convenient to carry out and perform the purpose for which the Association is organized and its enumerated powers.

(q) To enact and enforce rules and regulations concerning the use and enjoyment of the Condominium units, the common elements of the Condominium and of the property owned by the Association, including but not limited to rules and regulations pertaining to use of the parking facilities (including the designation of certain spaces for the benefit of particular Condominium unit owners).

(r) To operate and maintain common property, specifically the surface water management system as permitted by the South Florida Water Management District including all lakes, retention areas, culverts and related appurtenances.

Section 3. Any officer or director of the Association individually or any firm or corporation of which any officer or director of the Association shall be a member, stockholder, officer, director, employee, or agent, may be a party to, or may be pecuniarily or otherwise interested in, any contract or transaction of this Association, provided that

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Section 2. The names of the officers who are to serve until the first election are:

Michael Kessous, President 1100 Pine Ridge Road, Naples, FL 34108

Shirley Bowersock, Vice President / Secretary 1100 Pine Ridge Road, Naples, FL 34108

Patricia Stevens, Treasurer 1100 Pine Ridge Road, Naples, FL 34108

Section 3. Officers of the Association shall be elected at each annual meeting of the Board of Directors and shall hold office at the pleasure of the Board of Directors. Any officer may be removed at any meeting by the affirmative vote of a majority of the members of the Board of Directors either with or without cause, and any vacancy in any office may be filled by the Board of Directors at any meeting thereof.

ARTICLE VII - BOARD OF DIRECTORS

Section 1. The affairs and business of this Association shall be managed and conducted by a Board of Directors consisting of not less than three (3) or more than seven (7) persons.

Section 2. The names of the initial Board of Directors are as follows:

Michael Kessous See address above

Shirley Bowersock See address above

Patricia Stevens See address above

Section 3. At the expiration of the term of each initial director his successor shall be elected by the members of the Association to serve for a term of one year. A director shall hold office until his successor has been elected and qualified.

Section 4. Directors may be removed with or without cause, by a majority vote of the membership of the Association at any annual meeting or any special meeting duly called therefor.

Section 5. In the event of a vacancy on the Board of Directors by reason of death, resignation, or otherwise, a majority of the Board of Directors is authorized to fill the vacancy until the next annual meeting. If, after a written request of any member of the Association that the vacancy be filled, the Board of Directors fails or refuses to fill the vacancy for a period of ninety (90) days from the receipt of such notice, then the vacancy shall be filled by the members of the Association at a duly called meeting. Notwithstanding the foregoing, if the vacancy occurs in the position of a director appointed or elected by the Developer (as defined in Article III) and the Developer retains the right to appoint or elect such director, then the Developer shall fill the vacancy as it sees fit. Furthermore, if a vacancy occurs in the position of a director elected by the members of the Association other than the Developer, then his replacement shall be appointed by those members of the Board of Directors not appointed or elected by the Developer, and if there be none, by the members at a special meeting of the members of the Association called at least in part for the purpose. Directors of the Association elected or appointed to fill vacancies shall hold office for the unexpired term of the director being replaced or until removed as provided in this Article VII.

Section 6. Meetings of the Board of Directors and any committee thereof at which a quorum of the members of that committee are present shall be open to all Association members. Any Association member may tape record or videotape meetings of the Board of Directors subject to reasonable rules adopted by the Division of Florida

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Land Sales, Condominiums and Mobile Homes. The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items. The Board of Directors may adopt reasonable rules governing the frequency, duration, and manner of Association member statements. Adequate notice of all meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the Condominium property at least 48 continuous hours preceding the meeting, except in an emergency. However, written notice of any meeting at which non-emergency special assessments, or at which amendment to rules regarding Condominium unit use will be proposed, discussed, or approved, shall be mailed or delivered to Association members and posted conspicuously on the Condominium property not less than fourteen (14) days prior to the meeting. Evidence of compliance with those 14-day notice requirement shall be made by an affidavit executed by the secretary of the Association and filed among the official records of the Association. Upon notice to the Association members, the Board of Directors shall by duly adopted rule designate a specific location on the Condominium property upon which all notices of meetings of the Board of Directors shall be posted. Notice of any meeting in which regular assessments against Condominium unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments. Meeting of the Board of Administration means any gathering of a quorum of the members of the Board of Directors or other representative body responsible for administration of the Association, for the purpose of conducting Condominium business.

**ARTICLE VIII - INDEMNIFICATION OF
OFFICERS AND DIRECTORS**

All officers and directors of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees (including fees for appellate proceedings), reasonably incurred in connection with any proceeding or settlement thereof in which they may become involved by reason of holding such office, other than proceedings or claims resulting from willful misconduct or bad faith. The Association may purchase and maintain insurance on behalf of all officers and directors of the Association against any liability asserted against them or incurred by them in their capacity as officers or directors of the Association or arising out of their status as such.

ARTICLE IX - RIGHTS OF DEVELOPER

The Developer of the Condominium shall have full right and authority, but shall not be obligated, to manage the affairs of the Association and Condominium and shall have the exclusive right to remove and elect the directors of the Association (who need not be members). Provided, however, when Owners other than the Developer own fifteen percent (15%) or more of the Units, the Owners other than the Developer shall be entitled to elect one third of the Members of the Board of Directors. Unit Owners other than the Developer are entitled to elect not less than a majority of the Members of the Board on the earlier of the following dates:

- A. Three (3) years after fifty percent or more of the Units have been conveyed to purchasers;
- B. Three (3) months after ninety percent or more of the Units have been conveyed to purchasers;
- C. When all of the Units have been completed, some of the Units conveyed to purchasers and none of the others are being offered for sale by the Developer in the ordinary course of business;
- D. Seven (7) years after recordation of the Declaration of Condominium or in the case of a condominium association which may ultimately operate more than one condominium, seven (7) years after recordation of the declaration for the first condominium it operates, or in the case of a condominium association operating a phase condominium created pursuant to Chapter 718 of the Florida Statutes, seven (7) years after recordation of the declaration creating the initial phase.

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longer than 90 days after the date of the first meeting for which it was given. Every proxy is revocable at any time at the pleasure of the Association member executing it.

ARTICLE XIII - ADDITIONAL PROVISIONS

Section 1. No officer, director or member of the Association shall be personally liable for any debt or other obligation of the Association, except as provided in the Declaration of Condominium.

Section 2. The Association shall not be operated for profit. No dividend shall be paid, and no part of the income of the Association shall be distributed to its members, directors, or officers.

Section 3. Where the context of these Articles permits, the use of the plural shall include the singular and the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

ARTICLE XIV - SEVERABILITY

Should any paragraph, sentence, phrase, portion or provision of these Articles or of the Bylaws or rules and regulations of the Association be held invalid, it shall not affect the validity of the remaining instruments.

**ARTICLE XV - APPOINTMENT OF
REGISTERED AGENT FOR SERVICE OF PROCESS**

Pursuant to Section 48.091, Florida Statutes, JANE YEAGER CHEFFY, Esq., whose address is 2375 Tamiami Trail North, Suite 310, Naples, Florida 34103, is appointed registered agent for service of process upon the Association.

IN WITNESS WHEREOF, the subscribing incorporator has hereunto set his hand and seal and caused these Articles of Incorporation to be executed, as of 8th day of January, 2009.

MICHAEL KESSOUS

(SEAL)

STATE OF FLORIDA
COUNTY OF COLLIER

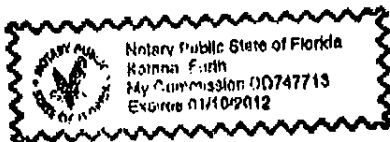
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared MICHAEL KESSOUS, (one of the following should be checked; if none are checked, he is personally known to me) ☒ who is personally known to me, or ☐ has produced ☐ as identification and who did not take an oath, and is named in the foregoing instrument and that he acknowledged executing the same, in the presence of two subscribing witnesses, freely and voluntarily.

WITNESS my hand and official seal in the State and County last aforesaid this 8th day of January, 2009.

(NOTARY SEAL)

Notary Public

Katrina Furth



Printed Name of Notary

My Commission No. is:

My Commission Expires:

REGAL POINT CONDOMINIUM ASSOCIATION, INC.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ACCEPTANCE BY REGISTERED AGENT

The undersigned, having been designated as agent for service of process within the State of Florida upon **REGAL POINT CONDOMINIUM ASSOCIATION, INC.**, at the place designed in Article XV of the foregoing Articles of Incorporation, does hereby accept the appointment as registered agent for such corporation.

JANE YEAGER CHIEFFY, Registered Agent