

Division of Corporations

Page 1 of 2

Florida Department of State
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FLORIDA PROFIT/NON PROFIT CORPORATION
EAGLE RUN HOMEOWNERS ASSOCIATION, INC.

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FAX AUDIT NO.: H11000284432 3

**ARTICLES OF INCORPORATION
OF
EAGLE RUN HOMEOWNERS ASSOCIATION, INC.**

1. **Name.** The name of the corporation is Eagle Run Homeowners Association, Inc. (the "**Association**").

2. **Non-Profit Corporation.** The Association is formed as a non-stock, non-profit corporation pursuant to the provisions of the Florida Not For Profit Corporations Act, as codified at Section 817.01011 *et seq.*, FLA. STAT. The Association does not contemplate pecuniary gain or profit, direct or indirect, and no portion of the revenues of the Association shall be distributed or inure to the private benefit of any Member, Director, or Officer.

3. **Principal Office.** The initial principal place of business of the Association is located in Lee County, Florida, at the following address:

c/o Stuart Minsky
1352 Eagle Run Drive
Sanibel, FL 33957

4. **Duration.** The Association's existence shall commence upon the filing of these Articles with the Florida Department of State, Division of Corporations, and shall have perpetual existence thereafter.

5. **Definitions.** All capitalized words or terms that are not defined herein shall have the same meaning as set forth in that certain Declaration of Covenants and Restrictions For Beachview Country Club Estates Unit No. 2, as recorded in the Public Records of Lee County, Florida in Official Records Book 2514; Page 1920 as it may be amended from time to time (the "**Declaration**").

6. **Purposes.** The Association is formed for the purposes of: (a) being and constituting the Beachview Block D neighborhood association to which the Declaration refers, performing all obligations and duties of the Block D neighborhood association and exercising all rights and powers of the Block D neighborhood association, as specified in the Declaration, these Articles and the Bylaws, and as provided by law; and (b) providing an organization for the furtherance of the common interests of the Owners of the Block D neighborhood (being all lots located on Eagle Run Drive as shown on the Plat of Beachview Country Club Estates Unit No. 2 recorded in Plat Book 54, Page 87 of the Public Records of Lee County, Florida).

7. **Powers.** The Association shall have the following powers, which, unless otherwise limited by the Declaration, these Articles, the Bylaws or by the applicable laws of the State, may be exercised by the Board of Directors:

(a) all of the common-law and statutory powers conferred upon not-for-profit corporations under the laws of the State; and

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FAX AUDIT NO.: H11000284432 3

(b) all of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in the Declaration, these Articles, or the Bylaws, including, without limitation, the power:

(i) to establish, collect, and enforce payment of, by any lawful means, Assessments and other charges to be levied against the Block D Lots; in order to fund the expenditures of the Association;

(ii) to enforce the covenants, conditions, or restrictions affecting any land within Block D to the extent the Association may be authorized to do so under the Declaration, these Articles or the Bylaws;

(iii) to adopt, amend and enforce reasonable Rules & Regulations, in accordance with the Declaration, governing the use of the any Block D common areas, other activities within Block D, and the operation and procedures of the Association, in the interests of the health, safety and general welfare of all Block D Owners;

(iv) to engage in activities that will actively foster, promote, and advance the common interests of all Block D Owners;

(v) to own, hold, use, operate, and improve; grant easements and licenses, and otherwise deal in and with real property of all kinds, and any right or interest therein, for any purpose of the Association, subject to such limitations as may be set forth in the Declaration or the Bylaws;

(vi) to buy, lease, exchange, or otherwise acquire; sell, transfer, exchange, or otherwise dispose of; grant a security interest, hypothecate or otherwise encumber; own, hold, use, operate, and make betterments; and otherwise deal in and with personal property of all kinds, and any right or interest therein, for any purpose of the Association, subject to such limitations as may be set forth in the Declaration or the Bylaws;

(vii) to obtain and maintain property and liability insurance, in accordance with the requirements of the Declaration, for the protection of the Association and the Members;

(viii) to repair, restore or replace damaged or destroyed real or personal property after casualty;

(ix) to employ accountants, attorneys, architects and other professional consultants to perform such services as may be required for the proper operation of the Association and the fulfillment of its purposes;

(x) to borrow money for any purpose of the Association, subject to such limitations as may be set forth in the Declaration or the Bylaws;

(xi) to initiate and maintain suits at law or in equity;

(xii) to enter into, make, perform, and enforce contracts of every kind and description, and to do all other acts necessary, appropriate, or advisable in carrying out any purpose of the Association, with or in association with any other person, entity or governmental body;

FAX AUDIT NO.: H11000284432 3

(xiii) to act as agent, trustee, or other representative of other persons or entities, and as such to advance the business or ownership interests of such persons or entities; and

(xiv) to provide any and all services to the Owners as may be necessary or proper.

The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other rights and powers which may now or hereafter be permitted by the laws of the State. The powers specified in each of the paragraphs of this Article are independent powers, not to be restricted by reference to or inference from the terms and conditions of any other paragraph of this Article.

8. **Members.** The Association shall be a non-profit, membership corporation without certificates or shares of stock. The membership of the Association shall consist of the Owners of all Lots within Block D of the Plat, and the Owner of each Lot shall automatically become a Member at the time such Owner accepts and records a deed or other instrument transferring title to the Lot. Mandatory membership in the Association is appurtenant to, and inseparable from, ownership of a Lot.

(a) **Voting Rights of Members.** Each Member shall be entitled to vote at meetings of the Members in accordance with the provisions of the Declaration and the Bylaws.

(b) **Change of Members.** A change of membership in the Association shall be established by the recording of a deed or other instrument conveying record title to a Lot. Upon the recording of such deed or other instrument, the new Owner designated in such deed or instrument shall automatically become a Member of the Association, and the membership of the prior Owner shall be terminated.

(c) **Rights of Members Inseparable from Lots.** The undivided share of a Member in the privileges, rights, funds and other assets of the Association cannot be assigned, hypothecated, or transferred in any manner, except as an appurtenance to the Member's Lot.

9. **Dissolution.** The Association may be dissolved only by a resolution duly adopted by the Board of Directors and ratified by the affirmative vote or written consent of Members who hold at least sixty-seven percent (67%) of the votes. In the event of dissolution, liquidation or winding up of the Association, the Association's assets remaining after payment, or provisions for payment, of all known debts and liabilities of the Association, shall be divided among and distributed to the Members in equal shares, dedicated to a public body, or conveyed to a non-profit organization for purposes similar to the Association.

10. **Merger & Consolidation.** The Association may merge or consolidate with another entity only in accordance with a resolution duly adopted by the Board of Directors and ratified by the affirmative vote or written consent of Members who hold at least two-thirds (2/3) of the votes.

11. **Directors & Officers.** The business and affairs of the Association shall be governed by the Board of Directors.

FAX AUDIT NO.: H11000284432 3

(a) The initial Board shall consist of four (4) Directors elected by the Members. The number of Directors maybe changed, from time to time, in accordance with the Bylaws.

(b) The method of election, removal, and filling of vacancies of the Board of Directors and the Officers, as well as the terms of office for the Directors and the Officers is set forth in the Bylaws.

(c) The Board of Directors may perform or cause to be performed all actions of the Association that the Declaration or the laws of the State do not direct to be done and exercised exclusively by the Members directly.

(d) The Board of Directors may delegate its authority to manage the day-to-day affairs of the Association to such persons, entities, and committees as the Board, in its discretion, may decide.

12. **Bylaws.** The Bylaws shall be adopted by the Board of Directors and may be amended or rescinded in the manner provided therein. The quorum requirements and other procedures for meetings of the Board of Directors and the Members are set forth in the Declaration and the Bylaws.

13. **Liability of Directors, Officers & Committee Members.** To the fullest extent the laws of the State permit the limitation or elimination of the liability of Directors, officers, members of any Architectural Review Committee ("ARC") and committee members, no Director or officer of the Association or member of the ARC or other committee shall be personally liable to the Association or its Members for monetary damages for breach of duty of care or other duty as a Director, officer or member of the ARC or other committee. No amendment to or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any Director, officer, or member of the ARC or other committee for or with respect to any acts or omissions of such Director, officer, or member of the ARC or other committee occurring prior to such amendment or repeal. The Association shall indemnify any Director, former Director, officer, former officer, ARC member or former ARC member, committee member or former committee member, against liability to the fullest extent permitted under the laws of the State.

14. **Amendments.** These Articles may be amended by a resolution duly adopted by the Board of Directors and ratified by the affirmative vote or the written consent, or any combination thereof, of Members who hold at least sixty-seven percent (67%) of the votes. Notwithstanding this or any other provision of these Articles, the percentage of votes necessary to amend a specific provision shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. If a Member approves or consents to any amendment to these Articles, it shall be conclusively presumed that such Member has the authority to approve or consent, and no contrary provision in any Mortgage or contract between the Member and a third party may affect the validity of such amendment.

(a) **Amendments Without Vote of Members.** No Members shall be entitled to vote, however, on any amendment to these Articles that is for the sole purpose of complying with the requirements of any governmental or quasi-

FAX AUDIT NO.: H11000284432 3

governmental body or institutional lender authorized to fund, insure or guarantee Mortgages that encumber one or more of the Lots, as such requirements may exist from time to time, which amendments may be adopted by the Board of Directors.

(b) **Limitations on Amendments.** No amendment of these Articles may conflict with any provision of the Declaration.

(c) **Validity & Effective Date.** An amendment to these Articles shall be effective at the time of its recording in the Public Records of Lee County, Florida unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within six (6) months of its recording, or such amendment shall be conclusively presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provision of these Articles.

15. **Incorporator.** The name and address of the incorporator of the Association is as follows:

David Stigler
1345 Eagle Run Drive
Sanibel, FL 33957

16. **Registered Agent & Address.** The Association hereby appoints Stuart Minsky, whose address in Lee County, Florida is 1352 Eagle Run Drive, Sanibel, FL 33957, as its initial statutory agent upon whom all notices and processes, including service of summons, may be served, and which when served, shall be lawful, personal service upon the Association. The Board of Directors may, in its discretion and from time to time, appoint another agent for such purposes, and the appointment of such new agent shall revoke this or any other previous appointment of a registered agent.

IN WITNESS WHEREOF, the undersigned Incorporator has executed these Articles of Incorporation this 2^d day of December, 2011.

INCORPORATOR:

David M. Stigler
David Stigler
1345 Eagle Run Drive
Sanibel, FL 33957

FAX AUDIT NO.: H11000284432 3

ACCEPTANCE OF DESIGNATION AS REGISTERED AGENT

Having been named as registered agent and to accept service of process for this corporation, at the place designated in these Articles of Incorporation, I hereby accept the appointment as registered agent, understand my duties as registered agent, and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

REGISTERED AGENT:

Stuart Minsky
1352 Eagle Run Drive
Sanibel, FL 33957

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