

Division of Corporations

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**FLORIDA PROFIT/NON PROFIT CORPORATION
FLAMINGO HARBOUR VILLAS CONDOMINIUM ASSOCIATION,
INC**

Certificate of Status	0
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**ARTICLES OF INCORPORATION
OF
FLAMINGO HARBOUR VILLAS CONDOMINIUM ASSOCIATION, INC.
A FLORIDA NON-PROFIT CORPORATION**

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Preamble

Pursuant to Chapters 617 and 718, Florida Statutes, the undersigned, as Incorporator, hereby creates these Articles of Incorporation for the purposes set forth below. Association is being formed to administer the Declaration of Condominium for Flamingo Harbour Villas, a Condominium, of which Declaration these Articles for a part, and to perform, among other things, the duties and exercise the powers pursuant to the Declaration. All of the definitions contained in the Declaration and the Bylaws shall apply to these Articles.

**ARTICLE I
Name and Principal Office**

The name of the corporation is Flamingo Harbour Villas Condominium Association, Inc., a Florida Not-for-Profit corporation (hereinafter referred to as the Association); and the street address of the initial principal office of the Association is 21441 Widgeon Terrace, Fort Myers Beach, Florida 33931. The principal office may be changed from time to time by the Board of Directors.

**ARTICLE II
Purpose**

The purposes for which the Association is organized are as follows:

1. To operate as a corporation not-for-profit pursuant to Chapters 617 and 718 of the Florida Statutes.
2. To administer, enforce and carry out the terms and provisions of the Declaration, as the same may be amended from time to time.
3. To promote the health, welfare, and comfort of the Association members and residents of the Condominium, as authorized by the Declaration, by these Articles, and by the Bylaws.

**ARTICLE III
Powers**

The Association shall have the following powers:

1. All of the common law and statutory powers of a corporation not-for-profit under the laws of Florida which are not in conflict with the terms of these Articles, including, but not limited to, all of the powers of a corporation under Chapters 617 and 718, Florida Statute.

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2. To enter into, make, establish and enforce, rules, regulations, bylaws, covenants, restrictions and agreements to carry out the purposes of the Association.

3. To make and collect Assessments against members of the Association to defray the costs, expenses, reserves and losses incurred or to be incurred by the Association; and to use the proceeds thereof in the exercise of the Association's powers and duties; and to enforce such levy of assessments through a lien and the foreclosure thereof or by other action pursuant to the Declaration.

4. To own, purchase, sell, mortgage, lease, administer, manage, operate, maintain, improve, repair and/or replace real and personal property, including units within the Condominium, for such purposes as the Association may determine.

5. To hold funds for the exclusive benefit of the members of the Association as set forth in these Articles and as provided in the Declaration and the Bylaws.

6. To purchase insurance for the protection of the Association, its property, officers, directors and members, and such other parties as the Association may determine to be in the best interests of the Association.

7. To operate, maintain, repair, and improve all common elements, and such other portions of the Condominium as may be determined by the Board from time to time.

8. To exercise architectural control over all buildings, structures and improvements to be placed or constructed upon any portion of the Condominium pursuant to the Declaration.

9. To provide, purchase, acquire, replace, improve, maintain and/or repair such buildings, structures, street lights and other structures, landscaping, paving and equipment, both real and personal, related to the health and social welfare of the members of the Association and the owners and residents of the Condominium as the Board in its discretion determines necessary or appropriate.

10. To employ personnel necessary to perform the obligations, services and duties required of or to be performed by the Association and/or to contract with others for the performance of such obligations, services and/or duties.

11. To acquire or enter into agreements acquiring leaseholds, memberships or other possessory or use interests in lands or facilities and to pay the rental, membership fees, operational, replacement and other expenses as common expenses.

12. To sue and be sued.

13. All other powers necessary to effectuate the purposes for which the Association is organized.

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ARTICLE IV

Members

1. Members. The owner of any unit in the Condominium shall be a member of the Association. Such membership shall be initially established upon the recording of these Articles and the Declaration among the Public Records of the county in which the subject property is located.

2. Transfer of Membership. Transfer of membership in the Association shall be established by the recording in the Public Records of the county in which the Condominium is located, of a deed or other instrument establishing a transfer of record title to any unit for which membership has already been established as hereinabove provided, the owner(s) designated by such instrument of conveyance thereby becoming a member, and the prior owner's membership thereby being terminated. In the event of death of a member, his membership shall be automatically transferred to his heirs or successors in interest, subject to the reasonable approval of the Association. Notwithstanding the foregoing, the Association shall not be obligated to recognize such a transfer of membership until such time as the Association receives a true copy of the deed or other instrument establishing the transfer of ownership of the unit and executes a Consent to Transfer, and it shall be the responsibility and obligation of the former and new member to provide such true copy of said instrument to the Association.

3. Assignment. The share 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 unit associated with the membership of the member, nor may a membership be separately assigned, hypothecated or transferred in any manner except as an appurtenance to such unit.

4. Members Voting Rights. The total number of members' votes shall be equal to the total number of units within the Condominium from time to time. On all matters upon which the membership shall be entitled to vote, there shall be one (1) vote for each unit. Each member shall have the number of votes equal to the number of units within the Condominium owned by the member at the time of such vote.

5. Members Meetings. The Bylaws shall provide for an annual meeting of the members of the Association and may make provision for special meetings of the members.

ARTICLE V

Directors

1. Number of Directors. The affairs of the Association shall be managed by a Board consisting of not less than three (3) directors.

2. Election of Directors. The directors of the Association shall be elected by the members in accordance with the Bylaws, except that so long as the Developer owns any units in the Condominium, the Developer shall be entitled to designate member and/or non-member directors to the maximum extent permitted by the Florida Condominium Act.

3. Powers and Duties. All of the duties and powers of the Association existing under the Florida Statutes, the Declaration, these Articles and the Bylaws shall be exercised

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exclusively by the Board, its agents, contractors or employees, subject to approval by the members only when specifically required.

4. Removal and Vacancies. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the Bylaws and Chapter 718, Florida Statutes; however, any director appointed by the Developer may only be removed by the Developer, and any vacancy on the Board shall be filled by the Developer if, at the time such vacancy is to be filled, the number of remaining directors appointed by the Developer is less than the maximum number of directors which may, at that time, be appointed by the Developer as set forth above.

5. Initial Directors. The names and addresses of the members of the first Board of Directors are as follows:

William S. Wilson
21441 Widgeon Terrace
Fort Myers Beach, Florida 33931

Deborah Krusche Bruck
1840 South Twin Willows
New Berlin, WI 53146

Mary Ambrosio
607 Sunnyside Court
Fort Myers, Florida 33919

ARTICLE VI Officers

The officers of the Association shall be a President, Vice President, Secretary, Treasurer and such other officers as the Board may from time to time create. The officers shall serve at the pleasure of the Board, and the Bylaws may provide for the removal from office of officers, for the filling vacancies, and for the duties of the officers.

ARTICLE VII Indemnification

To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director and every officer of the Association against all expenses and liabilities, including attorney fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a Director or officer of the Association. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that his actions or omissions to act were material to the cause adjudicated and involved:

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A. Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgment in its favor.

B. A violation of criminal law, unless the Director or officer had no reasonable cause to believe his action was unlawful or had reasonable cause to believe his action was lawful.

C. A transaction from which the Director or officer derived an improper personal benefit.

In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer may be entitled.

ARTICLE VIII

Bylaws

The first Bylaws shall be adopted by the Developer or initial Board, and may be altered, amended or rescinded in the manner provided by the Bylaws.

ARTICLE IX

Amendments

Amendments to these Articles shall be proposed and adopted upon the approval of both Unit Owners in the Condominium. In addition to the above, so long as Developer controls the Association, Developer shall be entitled to unilaterally amend these Articles and the Bylaws, and no amendment to the Articles or the Bylaws shall be effective without the written consent of Developer. Upon the approval of an amendment to these Articles, Articles of Amendment shall be executed and delivered to the Department of State as provided by law, and a copy of said amendment shall be recorded in the Public Records of the county in which the Condominium is located.

ARTICLE X

Term

The Association shall have perpetual existence, unless sooner terminated as set forth in the Declaration. In the event the Association is terminated as provided in the Declaration, the storm water management system and related dedicated property and corresponding infrastructure will be conveyed or dedicated to a similar nonprofit organization or entity to assure continued maintenance and operation.

ARTICLE XI

Incorporator

The name and street address of the Incorporator is:

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Sean M. Ellis, Esquire
Roetzel & Andress
2320 First Street, Suite 1000
Fort Myers, Florida 33901-2904

ARTICLE XII

Initial Registered Office Address and Name of Initial Registered Agent

The street address of the initial registered office of the Association is 2320 First Street, Suite 1000, Fort Myers, Florida 33901-2904. The initial registered agent of the Association at that address is R & A Agents, Inc., Attn: Sean M. Ellis.

ARTICLE XIII

Dissolution

The Association may be dissolved upon termination of the Condominium as provided in the Declaration.

9th IN WITNESS WHEREOF, the undersigned Incorporator has executed these Articles this day of May, 2013.

IAN NORTHON
Print Name: IAN NORTHON

Robin O'Brien
Print Name: Robin O'Brien

Sean M. Ellis
Sean M. Ellis

STATE OF FLORIDA)
) §:
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 9th day of May, 2013, by SEAN M. ELLIS, who is personally known to me.



Robin O'Brien
Notary Public

I am familiar with and understand the duties of a registered agent under the laws of Florida, and hereby acknowledge and accept the assignment of registered agent for this corporation.

R & A Agents, Inc.

Sean M. Ellis
Sean M. Ellis, Asst. Secretary

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