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FLORIDA PROFIT/NON PROFIT CORPORATION

Kalea Bay Property Owners Association, Inc.

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**ARTICLES OF INCORPORATION
OF
KALEA BAY PROPERTY OWNERS ASSOCIATION, INC.**

The undersigned hereby submits these articles for the purpose of forming a not-for-profit corporation under Chapter 617, Florida Statutes, and certifies as follows:

ARTICLE I

CORPORATE NAME: The name of the corporation is Kalea Bay Property Owners Association, Inc. (the "Master Association").

ARTICLE II

ADDRESS: The project address for the Master Association is 13910 Old Coast Road, Naples, Florida 34110. The principal office of the Master Association shall be located at the mailing address or at such other place as may be subsequently designated by the Board of Directors of the Master Association.

ARTICLE III

PURPOSE AND POWERS OF THE MASTER ASSOCIATION: The Master Association does not contemplate pecuniary gain or profit to the Members thereof and shall make no distribution of income to its Members, Directors, or Officers. The specific purposes for which it is formed are to provide for mutual protection of Lots, Units and Parcels within Kalea Bay and the maintenance, preservation, and architectural control of the Lots, Units and Parcels, Common Property (as defined in the Master Declaration of Covenants, Conditions, Easements, and Restrictions for Kalea Bay (the "Master Declaration"), and related improvements, according to the provisions of the Master Declaration, and to promote the health, safety, and welfare of the residents within Kalea Bay and any additions thereto as may hereafter be brought within the jurisdiction of this Master Association for this purpose. The Master Association shall have all powers granted under Section 617.0302, Florida Statutes, including without limitation:

(A) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Master Association as set forth in the Master Declaration as the same may be amended from time to time, the Master Declaration being incorporated herein by reference as if set forth in its entirety.

(B) To fix, levy, collect, and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Master Declaration; to pay all expenses in connection therewith and all other expenses incident to the conduct of the business of the Master Association, including but not limited to all licenses, taxes, or governmental charges levied or imposed against the property of the Master Association.

(C) To maintain, repair, and operate the property of the Master Association.

(D) To purchase insurance upon the property of the Master Association and insurance for the protection of the Master Association and its Members.

(E) To reconstruct improvements after casualty and make further improvements upon the Master Association property.

(F) To enforce by legal means the provisions of the Master Declaration, the Articles of Incorporation and Bylaws of the Master Association, and the Rules and Regulations adopted pursuant thereto.

(G) To employ personnel to perform the services required for the proper operation of the Master Association.

(H) To acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the Master Association.

(I) To maintain and operate the Water Management System, as more particularly described in the Master Declaration.

(J) To sue and be sued.

(K) To contract for the management and maintenance of Kalea Bay (any of which management or maintenance companies may be, but are not required to be, a subsidiary, affiliate or otherwise related to or an entity of Declarant), and any property or easements and related improvements that are dedicated to the Master Association by plat or separate instrument, including any agreement or easement which imposes maintenance obligations on the Master Association, and to delegate any powers and duties of the Master Association in connection therewith except such as are specifically required by law or by the Master Declaration, these Articles or the Bylaws to be exercised by the Master Association's Board of Directors or the Members.

ARTICLE IV

MEMBERSHIP: No person except an Owner or the Declarant, as such terms are defined in the Master Declaration, is entitled to membership in the Master Association; and all Owners and Declarant, regardless of whether Declarant is also an Owner, shall be either Class A or Class B Members of the Master Association, as provided in this Article.

(A) Class A Membership: Class A Members shall be all Owners of all Units, Lots and Parcels within the Land, excluding the Declarant and the Club Owner so long as the Class B membership remain. Every Owner who holds title to a Unit, Lot, or Parcel that is subject to assessment under the Master Declaration, except Declarant and the Club Parcel Owner, shall be a Class A Member of the Master Association. Each Class A membership shall be appurtenant to a Unit, Lot or Parcel. There will be one (1) vote allocated to each Unit, Lot and Parcel within the Land. The Gate House Parcel is allocated five (5) votes and the Club Parcel is allocated fifty (50) votes to the extent either ever were to become a Class A Member. The Declarant and the Club Parcel Owner will not be a Class A Member so long as they remain, in the discretion of the Declarant, as a Class B Member. If more than one person holds an interest in any Unit, Lot or Parcel, all such persons shall be Members; provided however, that only one (1) vote shall be cast with respect to any one (1) Unit, Lot or Parcel. No person other than an Owner may be a Class A Member of the Master Association, and a Class A membership may not be transferred except by a transfer of record title to the Unit, Lot or Parcel to which it is appurtenant. When more than one (1) person holds an interest in any Unit, Lot or Parcel, all such persons shall be Members, and the vote for such Unit, Lot or Parcel shall be exercised as they among themselves determine, but in no event shall more votes be cast with respect to any such Unit, Lot or Parcel than are

allocated to it. The Bylaws may establish procedures for voting when title to a Unit, Lot or Parcel is held in the name of a corporation or more than one (1) person or entity.

(B) Class B Membership: The Declarant and/or the Club Parcel Owner shall be the Class B Member of the Master Association. The Class B Member shall have two (2) times the number of votes held collectively by all Class A Members, plus one (1) vote.

Notwithstanding anything herein to the contrary, in the event of conflict between the provisions of this Article IV and the Master Declaration and/or the Bylaws, the provisions of this Article IV shall control.

ARTICLE V

BOARD OF DIRECTORS:

The affairs of the Master Association shall be managed and governed by a Board of Directors consisting of a minimum of three (3) Directors. The initial and subsequently appointed directors selected by the Declarant need not be Members of the Master Association. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

Richard C. Corace
13915 Old Coast Road
Naples, Florida 34110

Mike Piesco
3400 E. Lafayette
Detroit, Michigan 48207

Meryl Bisaga
42395 Ryan Road, Suite 301
Brambleton, Virginia 20148

At such time as fifty percent (50%) of the Units, Lots and/or Parcels that are to be developed within Kalea Bay by the Declarant have been conveyed to third parties, the Board shall be expanded to five (5) members. Two (2) of the directors must be elected from among the Class A membership. The Board of Directors will be elected by a vote of the Members without regard to classes. Directors will be elected based on a majority of the votes cast at a duly called and noticed meeting.

Unless contrary provisions are made by law, each director's term of office shall be for one (1) year, provided that all directors shall continue in office until their successors are duly elected and installed. There shall be at each annual meeting of the Association an election of directors which have not been previously elected by the Members of the applicable subclass. Directors may serve successive annual terms without limitation.

ARTICLE VI

INITIAL REGISTERED AGENT:

The initial registered agent of the Master Association shall be at:

5551 Ridgewood Drive, Suite 501
Naples, Florida 34108

The name of this corporation's initial registered agent at the above address is:

GFPAC Services, LLC

ARTICLE VII

BYLAWS: The Bylaws of the Master Association shall be adopted by the Board of Directors and may be altered, amended, or rescinded in the manner set forth in the Bylaws.

ARTICLE VIII

DISSOLUTION: In the event that the Master Association is dissolved, other than incident to a merger or consolidation, the assets of the Master Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Master Association was created. In the event that such dedication is refused acceptance, such assets shall be conveyed, and assigned to any nonprofit corporation, association, trust, or organization to be devoted to such similar purposes. Any such dedication with regard to the Water Management System shall first be approved by the South Florida Water Management District.

ARTICLE IX

TERM: The term of the Master Association shall be perpetual.

ARTICLE X

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

(A) Prior to the recording of the Master Declaration among the public records, these Articles may be amended by an instrument in writing signed by the President (or Vice President) and the Secretary (or an Assistant Secretary) and filed with the Secretary of State of the State of Florida. The instrument amending these Articles shall identify the particular Article or Articles being amended, give the exact language of such amendment and give the date of adoption of the amendment by the Board of Directors. A certified copy of each such amendment shall always be attached to any certified copy of these Articles or a certified copy of the Articles as restated to include such amendments and shall be an exhibit to the Master Declaration upon the recording of such Master Declaration. This Article X is intended to comply with Chapter 617, Florida Statutes.

(B) After the recording of the Master Declaration among the public records, these Articles may be amended in the following manner:

(1) Proposal. Amendments to these Articles may be proposed by a majority of the Board or by petition of the Members holding at least one-fourth (1/4th) of the

membership of each class of membership in the Master Association by instrument, in writing, signed by them.

(2) Procedure. Upon any amendment or amendments to these Articles being proposed by said Board or Members, such proposed amendment or amendments shall be submitted to a vote of the Members not later than the next annual meeting for which proper notice can be given.

(3) Vote Required. Except as otherwise required by law, a proposed amendment to these Articles of incorporation shall be adopted if it is approved by a majority of the Members of both classes of membership at any annual or special meeting, or by approval in writing of a majority of the Members without a meeting, provided that notice of any proposed amendment has been given to the Members, and the notice contains the full text of the proposed amendment.

(4) Effective Date. An amendment shall become effective upon filing with the Secretary of State and recording a certified copy in the public records of Collier County, Florida.

(5) Class "B" Member. Notwithstanding the foregoing, no amendment to these Articles shall be effective to reduce, abridge, amend, affect or alter any provision related to the Declarant or the Class "B" Member without the written consent of the Class "B" Member.

ARTICLE XI

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

(A) Willful misconduct or a conscious disregard for the best interests of the Master Association, in a proceeding by or in the right of the Master 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 or her action was unlawful or had reasonable cause to believe his or her action was lawful.

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

(D) Recklessness, or an act or omission which was committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard for human rights, safety, or property in an action by or in the right of someone other than the Master Association or a Member.


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 Master 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. The indemnification hereby afforded to Directors and officers shall also extend to any other entity other than the Master Association found responsible or liable for the actions of such individuals in their capacity as Directors or officers, including, but not limited to, the Declarant.

ARTICLE XII

GENERAL: Unless otherwise defined in the Articles of Incorporation, defined terms contained in the Articles, as indicated by initial capitalization, shall have the meaning ascribed to them in the Master Declaration and Bylaws. Any conflict between these Articles and the Master Declaration shall be governed by such Master Declaration, and any conflict between these Articles and the Bylaws shall be governed by these Articles.


4th day of August, 2017.

By: 
Cheryl L. Hastings, Incorporator

ACCEPTANCE BY REGISTERED AGENT

Having been named to accept service of process for Kalea Bay Property Owners Association, Inc., at a place designated in these Articles of Incorporation, we hereby accept the appointment to act in this capacity and agree to comply with the laws of the State of Florida in keeping open said office.

GFPAC Services, LLC

By: 
Richard C. Grant, as President

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