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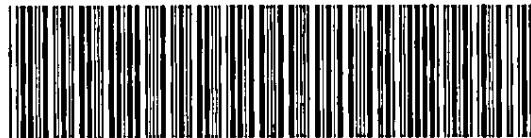
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COVER LETTER

Department of State
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

SUBJECT: MARINER POINT HOMEOWNERS ASSOCIATION, INC.

(PROPOSED CORPORATE NAME – MUST INCLUDE SUFFIX)

Enclosed is an original and one (1) copy of the Articles of Incorporation and a check for :

☒ \$70.00
Filing Fee

☐ \$78.75
Filing Fee &
Certificate of
Status

☐ \$78.75
Filing Fee
& Certified Copy

☐ \$87.50
Filing Fee,
Certified Copy
& Certificate

ADDITIONAL COPY REQUIRED

FROM: TODD D. KAPLAN, ESQ.

Name (Printed or typed)

8470 ENTERPRISE CIRCLE, SUITE 201

Address

BRADENTON, FL 34202

City, State & Zip

(941) 907-0006

Daytime Telephone number

TKAPLAN@ICARDMERRILL.COM

E-mail address: (to be used for future annual report notification)

NOTE: Please provide the original and one copy of the articles.

**ARTICLES OF INCORPORATION
OF MARINER POINT HOMEOWNERS ASSOCIATION, INC.,
A FLORIDA NOT FOR PROFIT CORPORATION**

**ARTICLE I
NAME**

The name of this corporation shall be **MARINER POINT HOMEOWNERS ASSOCIATION, INC.** For convenience, the corporation shall be referred to in these Articles of Incorporation as the "Association."

**ARTICLE II
DURATION**

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, State of Florida. The Association shall have perpetual existence.

**ARTICLE III
PURPOSE AND POWERS OF THE ASSOCIATION**

3.1 Purpose of the Association. This Association does not contemplate pecuniary gain or profit to the members, and the specific purposes for which it is formed are to provide for maintenance, preservation, and architectural control of the residence Lots and Common Area within that certain tract of property as described Tracts 100 and 200, and to do all things incident, necessary, convenient, expedient, ancillary, or in aid of the accomplishment of the foregoing.

3.2 General Duties and Powers. In addition to the duties and powers enumerated herein and under the Articles and By-Laws, and without limiting the generality thereof, the Association shall:

(a) enforce this Declaration, the Articles, By-Laws and rules and regulations, including any standards, specifications, guidelines, or the like, adopted pursuant thereto by appropriate means and carry out the duties and authority of the Association hereunder;

(b) maintain, regulate and otherwise manage and operate the Common Property and stormwater management system;

(c) pay any real and personal property taxes and other charges assessed against the Common Property unless same are separately assessed to the Owners;

(d) obtain all required utility and other services associated with the carrying out of the Association's responsibilities hereunder;

(e) contract for and maintain such policy or policies of insurance as may be required hereunder or as the Board deems necessary or desirable to further the purposes of and protect the interests of the Association and its Members; provided further that such policies of insurance shall cover all Common Areas, regardless of the current status of title to the Common Areas, and shall name Declarant, or its successors and assigns, as an additional named insured on such policies of insurance for so long as Declarant, or its successors and assigns, retains ownership or use of any portions of the Common Areas;

(f) have the power of entry upon any Lot reasonably necessary in connection with the carrying out of Association responsibilities hereunder;

(g) have the power to acquire, accept, maintain, repair, improve and replace Common Property; demonstrate that the land on which the stormwater management system is located is owned or controlled by the association;

(h) have the power to negotiate and contract for such materials and services for the benefit of Owners who subscribe to or elect to accept such materials or services, with payment for same to be separately billed to the Owners or advanced by the Association and repaid to the Association by Special Assessment for services;

(i) own and convey property;

(j) have the power and duty to maintain architectural control with respect to the Subdivision in accordance herewith;

(k) establish rules and regulations;

(l) sue and be sued;

(m) require all homeowners and lot owners to be members of the association;
and

(n) assess members and enforce said assessments

ARTICLE IV **PRINCIPAL OFFICE**

The initial principal office and mailing address of the Association is located at c/o Mark Caithness, whose address is 3976 Destination Drive, #206 Osprey, FL 34229.

ARTICLE V **REGISTERED OFFICE AND AGENT**

The Registered Agent shall be Mark Caithness, 3976 Destination Drive, Osprey, Florida 34229.

ARTICLE VI
DISSOLUTION OF THE ASSOCIATION

Upon dissolution of the Association, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

Conveyance to a not for profit corporation homeowners' association similar to the Association or dedication to any applicable municipal or other governmental authority determined by the Board to be appropriate for such dedication, which authority is willing to accept such dedication, of any property and responsibilities of the Association, which association or governmental authority shall then be responsible for the operation and maintenance thereof. With respect to the Association's responsibility for the operation and maintenance of the Surface Water Management System and Conservation Areas, such obligation must be transferred to and accepted by an entity which satisfies the requirements of a "responsible entity" as required by SWFWMD, and such entity must be approved by the SWFWMD prior to dissolution. If no other association or governmental authority will accept such property and responsibilities then it will be conveyed to a trustee appointed by the Circuit Court of Sarasota County, Florida, which trustee shall sell such property free and clear of the limitations imposed hereby upon terms established by the Circuit Court of Sarasota County, Florida. That portion of the property consisting of the Surface Water Management System and Conservation Areas cannot be altered, changed or sold separate from the lands associated therewith. The proceeds of such a sale shall first be used for the payment of any debts or obligations constituting a lien on such property, then for the payment of any obligations incurred by the trustee in the operation, maintenance, repair and upkeep of such property. The excess proceeds, if any, from the property shall be distributed among Members in a proportion that is equal to the proportionate share of such Members in the Common Expenses of the Association.

ARTICLE VII
MEMBERSHIP

Every person or entity which qualifies as a Member of the Association in accordance with the Declaration shall be a Member of the Association, and such membership shall carry all rights, restrictions, benefits, interests and limitations granted pursuant to the Declaration, these Articles of Incorporation, the Bylaws of the Association, any Rules and Regulations promulgated by the Association, the Florida Not For Profit Corporation Act and the provisions of the Association Act.

ARTICLE VIII
VOTING RIGHTS

8.1 A Member's right to vote shall vest immediately upon such Member's qualification for membership as provided in the Declaration and these Articles of Incorporation. All voting rights of a Member shall be exercised in accordance with and subject to the

restrictions and limitations provided in the Declaration, these Articles of Incorporation, and the Bylaws of the Association.

8.2 Unless elsewhere specifically provided to the contrary in the Declaration or these Articles of Incorporation, any provision of the Declaration, these Articles or the Bylaws of the Association which requires the vote or approval of a majority or other specified fraction or percentage of the total voting interests of the Association, shall be deemed satisfied by either of the following:

(a) The vote in person or by proxy of the majority or other specified fraction or percentage of the total voting interests of the Association at a meeting duly called and noticed pursuant to the provisions of the Bylaws dealing with annual or special meetings of the Members of the Association.

(b) Written consents signed by the majority or other specified fraction or percentage of the total voting interests of the Association.

8.3 Except as provided otherwise in the Declaration or these Articles, a quorum at meetings shall consist of thirty percent (30%) of the total voting interests in the Association, whether represented in person or by proxy. Subject to any contrary provision or requirement contained in the Declaration, if a quorum is present, the affirmative vote of a majority of voting interests represented at a meeting and entitled to vote on the subject matter shall constitute the acts of the Members, except when approval by a greater vote is required by the Declaration, these Articles of Incorporation, the Bylaws of the Association, or by Florida law. When a specified item of business is required to be voted upon by a particular class of Members, a majority of the voting interests of such class of Members shall constitute a quorum for the transaction of such item of business by that class, unless provided to the contrary in the Articles of Incorporation, in the Declaration, or otherwise required by Florida law. After a quorum has been established at a meeting, the subsequent withdrawal of a Member so as to reduce the number of votes at the meeting below the number required for a quorum shall not affect the validity of any action taken at the meeting or any adjournment thereof.

ARTICLE IX **BOARD OF DIRECTORS**

The affairs of the Association shall be managed by a Board of Directors who shall be appointed or elected pursuant to the provisions of the Declaration and the Bylaws of the Association. The number of Directors constituting the initial Board of Directors shall be three (3). The names and addresses of the persons who are to act in the capacity of initial Directors until the election and qualification of their successors are:

Name

Address

Mark Caithness

P.O. Box 578
Osprey Florida 34229

Katie Oppegard

P.O. Box 578
Osprey Florida 34229

Alicia Caithness

P.O. Box 578
Osprey Florida 34229

ARTICLE X **OFFICERS**

The affairs of the Association shall be administered by the Officers designated in the Bylaws. Until Turnover, the Officers shall be appointed by the Declarant and shall serve at the pleasure of the Declarant; provided, however, that if at any time Declarant is not permitted under Florida law to appoint such Officers, then Declarant shall have the right to elect all such Officers. Commencing with the Turnover meeting, the Officers shall be appointed by the Board of Directors, and they shall serve at the pleasure of the Board of Directors. The names and addresses of the persons who are to act in the capacity of Officers until the appointment/election and qualification of their successors are:

Name

Address

Mark Caithness/President

P.O. Box 578
Osprey Florida 34229

Mark Caithness/Vice President

P.O. Box 578
Osprey Florida 34229

Mark Caithness/Secretary & Treasurer

P.O. Box 578
Osprey Florida 34229

ARTICLE XI **AMENDMENT**

These Articles of Incorporation may be changed, amended or modified at any time and from time to time, by the Members as and to the extent provided in, and pursuant to the procedures as set forth in the Declaration.

ARTICLE XII **INDEMNIFICATION**

12.1 Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' and other professionals' fees, reasonably incurred by or imposed upon him in connection with any proceeding whether civil, criminal, administrative or investigative, or any settlement of any proceeding, or any appeal from such proceeding to which he may be a party or in which he may become involved by

reason of his being or having been a Director or Officer of the Association, or having served at the Association's request as a director or officer of any other corporation, whether or not he so serves the Association at the time such expenses are incurred, regardless of by whom the proceeding is brought, except in relation to matters as to which any such Director or Officer shall be adjudged liable for gross negligence or willful misconduct, provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

12.2 Expenses incurred in defending a suit or proceeding whether civil, criminal, administrative or investigative may be paid by the Association in advance of the final disposition of such action, suit or proceeding if authorized by a majority of the Directors upon receipt of an undertaking by or on behalf of the Director or Officer to repay such amount if it shall ultimately be determined that he is not to be indemnified by the Association as authorized by these Articles of Incorporation.

12.3 The Association shall have the power to purchase at its expense and maintain insurance on behalf of any person who is or was a Director or Officer of the Association, or is or was serving at the request of the Association as a director or officer of another corporation, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of these Articles.

ARTICLE XIII **BYLAWS**

The first Bylaws of the Association shall be adopted by the Declarant and may be altered, amended or rescinded in the manner provided in the Bylaws of the Association.

ARTICLE XIV **INCORPORATOR**

The name and address of the Incorporator of this corporation is as follows:

<u>Name</u>	<u>Address</u>
Mark Caithness	3976 Destination Drive, #206 Osprey, FL 3422

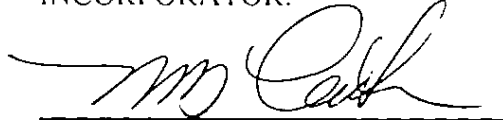
ARTICLE XV **NON-STOCK CORPORATION**

The Association is organized on a non-stock basis and shall not issue shares of stock evidencing membership in the Association; provided, however, that membership in the

Association may be evidenced by a certificate of membership which shall contain a statement that the Association is a corporation not for profit.

I submit this document and affirm that the facts stated herein are true. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.

INCORPORATOR:

A handwritten signature in black ink, appearing to read 'Mark Caithness', written over a horizontal line.

Mark Caithness

Dated: November 15, 2018


**CERTIFICATE DESIGNATING REGISTERED AGENT
FOR SERVICE OF PROCESS**

Pursuant to the provisions of Chapters 48 and 617, Florida Statutes, the corporation identified below hereby submits the following statement in designation of the Registered Office and Registered Agent in the State of Florida.

MARINER POINT HOMEOWNERS ASSOCIATION, INC., desiring to organize as a corporation under the laws of the State of Florida, with its registered office at 3976 Destination Drive, #206, Osprey, FL 34229, has named **Mark Caithness**, as its Registered Agent to accept service of process within this State.

ACKNOWLEDGMENT:

Having been named as Registered Agent for the above-stated corporation at the place designated in this Certificate, I hereby acknowledge that I am familiar with the obligations of a registered agent under the laws of the State of Florida and accept to act as Registered Agent for the above-stated corporation and agree to comply with the provisions of all laws applicable to the performance of such office.

By: 
Mark Caithness
Dated: November 15, 2018.