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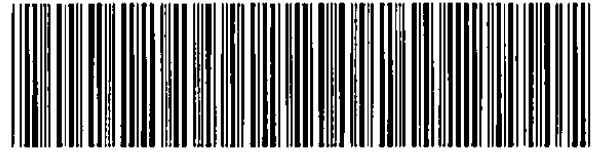
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CORPORATION SERVICE COMPANY
1201 Hays Street
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Phone: 850-558-1500

ACCOUNT NO. : I20000000195

REFERENCE : 827498 7936167

AUTHORIZATION :

COST LIMIT : \$ 78.75

ORDER DATE : July 1, 2019

ORDER TIME : 10:20 AM

ORDER NO. : 827498-005

CUSTOMER NO: 7936167

DOMESTIC FILING

NAME: OLD PELICAN BAY ESTATES
HOMEOWNERS ASSOCIATION, INC.

EFFECTIVE DATE:

☒ ARTICLES OF INCORPORATION
☐ CERTIFICATE OF LIMITED PARTNERSHIP
☐ ARTICLES OF ORGANIZATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

☐ CERTIFIED COPY
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COVER LETTER

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

SUBJECT: OLD PELICAN BAY ESTATES HOMEOWNERS ASSOCIATION, INC.
(PROPOSED CORPORATE NAME – MUST INCLUDE SUFFIX)

Enclosed are an original and one (1) copy of the articles of incorporation and a check for:

☐ \$70.00 ☒ \$78.75
Filing Fee Filing Fee
 & Certificate of Status

☐ \$78.75 ☐ \$87.50
Filing Fee Filing Fee,
& Certified Copy Certified Copy
 & Certificate of
 Status
ADDITIONAL COPY REQUIRED

FROM: Mark A. Ebelini, Esq.

Name (Printed or typed)

Knott Ebelini Hart 1625 Hendry Street, Third Floor

Address

Fort Myers FL 33901

City, State & Zip

(239) 334-2722

Daytime Telephone number

mebelini@knott-law.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
OLD PELICAN BAY ESTATES HOMEOWNERS ASSOCIATION, INC.**

Pursuant to the provisions of 617.0202, Florida Statutes, the undersigned Incorporator hereby adopts the following Articles of Incorporation as follows:

**ARTICLE I
NAME**

The name of this corporation is Old Pelican Bay Estates Homeowners Association, Inc. For convenience, the corporation may be referred to in this instrument as the "Association", these Articles of Incorporation as the "Articles", and Bylaws of this Association as the "Bylaws".

**ARTICLE II
PRINCIPAL OFFICE**

The street address of the initial principal office of this corporation shall be c/o 2134 Sevilla Way, Naples, FL 34109.

**ARTICLE III
PURPOSES**

The purposes for which this Association is organized is to provide for the maintenance, preservation, and architectural control of the Lots and Common Area now and hereinafter included within that certain real estate development generally known as "Old Pelican Bay Estates" (the "Property"); to promote the health, safety, and welfare of the Members within the above described real estate development; and to exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as defined and set forth in that certain Declaration of Covenants of Conditions, and Restrictions for Old Pelican Bay Estates (the "Declaration"), as may be amended from time to time, including the establishment and enforcement of payment of Assessments contained therein, and to engage in such other lawful activities as may be to the mutual benefit of all Members of the Association. All terms used herein which are defined in the Declaration shall have the same meaning herein.

**ARTICLE IV
POWERS**

4.1 The Association shall have all powers provided in the Declaration, as may be amended from time to time, as well as all powers permitted under Florida law for corporations not-for-profit including, but not limited to, the following:

- a. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration as the same may be amended from time to time;
- b. To fix and make Assessments against each Lot included in the Property and collect the assessments against the Lots, together with the cost of collection, including reasonable attorneys' fees and interest thereon from the date due at the maximum rate then allowed by law, from the Lot Owners thereof by any lawful means, including the foreclosure of the lien which the Association has against the Lot for the payment of Assessments;

c. To pay all expenses in connection therewith, and all office and other expenses incidental to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied on or imposed against the Association Property;

d. To acquire (by gift, purchase, or otherwise), own, hold, and improve, build upon, operate, maintain, convey, sell, lease, transfer, or otherwise dispose of real and personal property in connection with the affairs of the Association;

e. Dedicate, sell, or transfer all or any part of the Common Area as same is defined in the Declaration to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the Association;

f. To operate and maintain the Common Area, specifically including, but not limited to, the Surface Water Management System as permitted by the Florida Department of Environmental Protection, including all lakes, retention areas, landscaping, buffer, conservation easements and areas, conveyances, culverts, and all related appurtenances;

g. To make, amend, impose and enforce by any lawful means, reasonable rules and regulations with respect to the use of the Common Areas and Association Property;

h. To sue and be sued;

i. To contract with others to do and perform any of the functions and obligations of the Association; including services necessary to operate and maintain the Surface Water Management System;

j. To borrow money from such lenders and upon such terms as the Association may deem appropriate and hypothecate any or all of the Association's real or personal property as security for money borrowed or debts incurred, including the right of the Association to make and collect assessments, as security for the repayment thereof;

k. To use and expend the proceeds of Assessments and borrowings to pay the debts and obligations of the Association and otherwise in a manner consistent with the purposes for which this Association is formed;

l. To review the plans and specifications of proposed improvements intended to be constructed on any parcel or Common Area to determine whether they comply with the terms and provisions of the Declaration as same may from time to time be amended, and, if they comply, approve them, and if they do not comply, disapprove them;

m. To maintain, repair, replace, and operate the Common Areas within the Property intended for the common use and benefit of the Members, to the extent not maintained by others, including, but without limitation, the lakes, ditches, canals and other water retention and drainage systems, preservation and conservation areas, the streets, curbs, gutters, medians, entryways, common sewers, and storm sewers and the other common utilities, including common telephone, cable television, and electric transmission cables;

n. To purchase and maintain one or more insurance policies insuring Association Property against loss, damage or destruction and insuring the Association liability to others;

o. To participate in mergers and consolidations with other non-profit corporations organized for the same purposes, or annex additional residential property or common elements;

p. To do and perform anything required by these Articles, the Bylaws, or the Declaration to be done Lot Owner, but not done timely by the Lot Owner, at the cost and expense of such Lot Owner;

q. To do and perform any obligations imposed upon the Association by the Declaration and to enforce by any legal means the provisions of these Articles, Bylaws, and the Declaration. To have and exercise any and all power, rights, and privileges that a not-for-profit corporation organized under Chapter 617 of the Florida Statutes by law may now or hereafter have or exercise. The Association is organized and shall be operated exclusively for the purposes set forth above. The activities of the Association shall be financed by Assessments against Members as provided in the Declaration, and no part of any earnings of the Association will inure to the benefit of any Member.

The foregoing specific duties and responsibilities are not to be construed in any way as limiting the powers of the Association. Rather, the Association will have and exercise all of the powers conferred upon Association so formed.

ARTICLE V **MEMBERSHIP**

5.1 Association Membership shall be comprised of all Owners of lots within Old Pelican Bay Estates. Members shall not include builders, contractors, or others who purchase a Lot for the purpose of constructing improvements thereon for resale.

5.2 Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to Assessment by the Association.

ARTICLE VI **VOTING RIGHTS**

6.1 The Association shall have two classes of voting membership, Class "A" and Class "B" as follows:

a. Class "A". The Class A Members are all Lot Owners; however, so long as there is a Class B membership, the Declarant shall not be a Class A Member. Every Class A Member is entitled to one vote for each Lot owned. The Declarant's votes are governed under the provisions of the Class B voting rights below.

b. Class "B". The Class B Member is the Declarant until such time as the Class B Membership ceases at which time Declarant shall become a Class A Member with regard to each Lot owned by Declarant. The Class B Member is entitled to the same number of votes as the total votes held by Class A Members, plus one. In other words, if Class A Members hold 15 votes, the Class B Member shall have 16 votes. Upon the transfer of control of the Association pursuant to Section 6.2, or if the Class B Member voluntarily converts its Membership to Class A status, whichever occurs first, the Class B Membership shall cease and Turnover to the Class A members shall occur after which Declarant shall become a Class A Member with regard to any Lot owned by Declarant. Class B Membership may be assigned by Declarant to a successor or assignee of Declarant in one of two ways. First, Class B Membership may be assigned provided that (1) such

successor or assignee acquires ownership of the balance of the Property then owned by the Declarant; (2) such successor or assignee holds such property for sale, development or improvement; and (3) such successor or assignee has been assigned or granted the Declarant's rights by a duly executed and recorded instrument. Second, Class B Membership may be assigned, subject to such assignment being revoked by the Declarant, provided that (1) such successor or assignee, or an affiliate of such successor or assignee, owns at least one Lot; (2) such successor or assignee has a contractual right to purchase additional Lots from Declarant; and (3) such successor or assignee has been assigned or granted the Declarant's rights by a duly executed and recorded instrument.

6.2 Turnover. "Turnover" shall mean the date when Members other than the Declarant are entitled to elect a majority of the Members of the Board of Directors of the Property Owners Association. Members other than the Declarant are entitled to elect at least a majority of the members of the Board of Directors of the Association upon the earliest of the following:

- a. Three (3) months after ninety percent (90%) of the Lots in all phases of the Property that will ultimately be operated by the Association have been conveyed to Members, or
- b. As required to comply with any Federal, state or local law.

The Declarant is entitled to elect at least one (1) Member of the Board of Directors of the Association as long as the Declarant holds at least five percent (5%) of the Lots in all phases of the Property.

ARTICLE VII **BOARD OF DIRECTORS**

7.1 The initial Board of Directors shall consist of three (3) Directors. The names and addresses of the initial Directors are as follows:

- a. Joseph E. Hakim, 99 Commodore Road, Chappaqua, NY 10514
- b. Alexandra M. Hakim, 99 Commodore Road, Chappaqua, NY 10514
- c. Christopher G. Claussen, 2134 Sevilla Way, Naples, FL 34109

7.2 The Board of Directors shall be the persons who will manage the corporate affairs of the Association and are vested with the management authority thereof. The Board of Directors will be responsible for the administration of the Association and will have the authority to control the affairs of the Association as more fully set forth in the Declaration and Bylaws of the Association.

7.3 The method of election, appointment, term of office removal, and filling of vacancies shall be as set forth in the Bylaws.

ARTICLE VIII **OFFICERS**

The affairs of the Association shall be managed by a President, Vice President, Secretary, Treasurer, and if elected by the Board of Directors, any such other officers and assistant officers as may be designated by the Board of Directors. The Board of Directors shall elect, each to serve for a term of one (1) year, a President, a Vice President, a Secretary, a Treasurer, and such other officers as the Board of Directors may from time to time determine appropriate.

ARTICLE IX
TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE X
INCORPORATOR

The name and address of the incorporator to these Articles of Incorporation is as follows:

Alexandra Hakim
99 Commodore Road
Chappaqua, NY 10514

ARTICLE XI
INDEMNIFICATION OF OFFICERS & DIRECTORS

The Association shall indemnify every officer and director against any and all expenses, including counsel fees, reasonably incurred by or imposed upon by officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

ARTICLE XII
TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

12.1 In the absence of fraud, no contract or other transaction between the Association and any other person, firm, association, corporation or partnership shall be affected or invalidated by the fact that any Director or officer of the Association has pecuniary interest or is otherwise interested in, or is a director, member or officer of any such other firm, association, corporation or partnership, or is a party or has pecuniary interest or is otherwise interested therein.

12.2 Any Director may vote and be counted in determining the existence of a quorum at any meeting of the Board of Directors of the Association for the purpose of authorizing such contract or transaction with like force and effect as if such Director were not so interested, or were not a director, member or officer of such firm, association, corporation or partnership.

ARTICLE XIII
DISSOLUTION

13.1 No portion of the net earnings of the Association will inure, upon dissolution of the Association or otherwise, to the benefit of any private person, other than as a direct result of the Association engaging in one or more of the activities which are consistent with and within the scope of its purpose. Subject to the foregoing, upon the dissolution of the Association, all of its assets remaining after adequate provision is made for the payment of its creditors and the cost and expenses of dissolution, would be distributed in the following manner:

a. The property and interests in property, whether real, personal, or mixed, which constitute or directly or indirectly related to the Surface Water Management System, if any, will be dedicated to the appropriate governmental agency or contributed to a similar not-for-profit corporation or organization as required by the Florida Department of Environmental Protection, if any. This provision may not be amended without the consent and approval of the Florida Department of Environmental Protection.

b. Property and interests in property, whether real, personal, or mixed, which do not constitute or which are neither directly or indirectly related to the Surface Water Management System, if any, will be distributed to the person, firm, or corporation, designated by the developer or, in the event the developer should fail to designate such person, then to the person, firm, or corporation designated by the largest number of Owners entitled to cast votes on matters coming before the Association.

ARTICLE XIV
AMENDMENTS

Amendments to these Articles shall require the affirmative vote of a majority of the Board of Directors

ARTICLE XV
REGISTERED AGENT AND OFFICE


The name of the Association's initial registered agent and its initial registered office is as follows:

Mark A. Ebelini, Esq.
Knott Ebelini Hart
1625 Hendry Street, Third Floor
Fort Myers FL 33901

ARTICLE XVI
CONSTRUCTION

These Articles of Incorporation and the Bylaws of the Association shall be construed, in case of any ambiguity or lack of clarity, to be consistent with the provisions of the Declaration. In the event of any conflict between the terms of the Declaration, these Articles of Incorporation, or the Bylaws, the following order of priority shall apply: The Declaration, the Articles of Incorporation, and the Bylaws.

IN WITNESS WHEREOF, the undersigned subscribers have signed these Articles of Incorporation, this 28th day of June, 2019



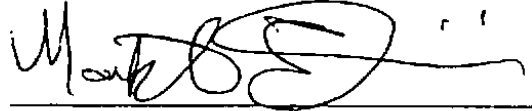
Alexandra M. Hakim
Incorporator

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Acceptance by Registered Agent

Having been named Registered Agent and designated to accept service of process for Old Pelican Bay Estates Homeowners Association, Inc., at the place designated herein, and being familiar with the obligations of that position, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

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

Mark A. Ebelini, Registered Agent

Dated: June 28, 2019

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19 JUL -1 PM 2:38
CLERK OF COURT