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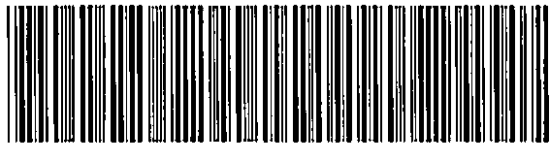
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DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

# CAPITAL CONNECTION, INC.

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THE SHORES AT TRANQUILITY

HOMEOWNERS ASSOCIATION, INC.

Signature \_\_\_\_\_

Requested by: BA

9/17/21

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Art of Inc. File \_\_\_\_\_

\_\_\_\_ LTD Partnership File \_\_\_\_\_

\_\_\_\_ Foreign Corp. File \_\_\_\_\_

\_\_\_\_ L.C. File \_\_\_\_\_

\_\_\_\_ Fictitious Name File \_\_\_\_\_

\_\_\_\_ Trade/Service Mark \_\_\_\_\_

\_\_\_\_ Merger File \_\_\_\_\_

\_\_\_\_ Art. of Amend. File \_\_\_\_\_

\_\_\_\_ RA Resignation \_\_\_\_\_

\_\_\_\_ Dissolution / Withdrawal \_\_\_\_\_

\_\_\_\_ Annual Report / Reinstatement \_\_\_\_\_

\_\_\_\_ Cert. Copy \_\_\_\_\_



Photo Copy \_\_\_\_\_

\_\_\_\_ Certificate of Good Standing \_\_\_\_\_

\_\_\_\_ Certificate of Status \_\_\_\_\_

\_\_\_\_ Certificate of Fictitious Name \_\_\_\_\_

\_\_\_\_ Corp Record Search \_\_\_\_\_

\_\_\_\_ Officer Search \_\_\_\_\_

\_\_\_\_ Fictitious Search \_\_\_\_\_

\_\_\_\_ Fictitious Owner Search \_\_\_\_\_

\_\_\_\_ Vehicle Search \_\_\_\_\_

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\_\_\_\_ UCC 1 or 3 File \_\_\_\_\_

\_\_\_\_ UCC 11 Search \_\_\_\_\_

\_\_\_\_ UCC 11 Retrieval \_\_\_\_\_

\_\_\_\_ Courier \_\_\_\_\_

**ARTICLES OF INCORPORATION  
OF  
THE SHORES AT TRANQUILITY HOMEOWNERS ASSOCIATION, INC.  
FOR  
TRANQUILITY PHASE I PLANNED DEVELOPMENT**

FILED  
2021 SEP 17 AM 10:40  
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TALLAHASSEE, FL

The undersigned, for the purpose of forming a Florida Corporation not-for-profit pursuant to Chapter 617 of the Florida Statutes, hereby adopts the following Articles of Incorporation:

**ARTICLE I  
NAME & ADDRESS**

The name of this corporation shall be **The Shores at Tranquility Homeowners Association, Inc.** All references herein to "Association" shall refer to The Shores at Tranquility Homeowners Association, Inc. The initial principal and mailing address of the Association is: c/o c/o Carolina Holdings II, LLC, 5150 Tamiami Trail N., Ste. 500, Naples, FL 34103-2823.

**ARTICLE II  
PURPOSE**

The Association shall be the entity responsible for performing the duties and exercising the rights contemplated by the Declaration of Covenants, Conditions, Restrictions, and Easements for The Shores at Tranquility ("Declaration"). The Association shall have all the rights and powers as provided in the Governing Documents and as provided in Chapters 617 and 720 of the Florida Statutes, as each may be amended periodically. All capitalized terms appearing herein shall have the same meanings as defined in the Declaration.

**ARTICLE III  
COMMENCEMENT AND TERM OF EXISTENCE**

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida and shall exist in perpetuity. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Stormwater Management System must be transferred to and accepted by an entity which complies with Rule 62-330.310, F.A.C., and Applicant's Handbook Volume I, Section 12.3, and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

**ARTICLE IV  
ASSOCIATION POWERS**

The Association shall have the following powers:

**4.1** The Association shall have all of the common law and statutory powers of a Florida Corporation not-for-profit that are not in conflict with the Declaration, Articles, Bylaws, or the Homeowners' Association Act.

**4.2** The Association shall have all of the powers that are granted now or in the future to the Association by the Declaration, Articles, and Bylaws and applicable law. Such powers include the operation, maintenance, management, repair, and replacement of Association Property, and shall also include the levying and collection of Assessments.

**4.3** In addition to the foregoing, and in addition to those powers granted to Corporations not-for-profit under Florida law, the Association shall have the following powers:

- a)** To levy and collect Assessments, fines, and other charges against Members and to use the proceeds to exercise its powers and fulfill its duties;
- b)** To acquire, own, operate, mortgage, lease, sell, and trade property, whether real or personal, as deemed appropriate by the Board of Directors;
- c)** To maintain, repair, replace, and operate the Property and Association Property in accordance with the applicable law and the Governing Documents;
- d)** To borrow money as necessary to exercise its powers and fulfill its duties, and as security for such loan, to pledge its assets and assign as collateral the Association's right to collect and enforce Assessments levied for the purpose of repaying any such loan;
- e)** To purchase insurance to protect Association Property, Directors, Officers, Members, managers, and the Association's agents;
- f)** To make, establish, and enforce Bylaws and reasonable rules and regulations governing the use of the Property and conduct of Members and Invitees;
- g)** To act as trustee on behalf of the Members, obtain and use insurance proceeds, and to reconstruct Improvements on the Property in the event of casualty or other loss;
- h)** To enforce the provisions of the Governing Documents by any and all legal and equitable means available;
- i)** To employ personnel, retain independent contractors and professional personnel, and to enter into service contracts to provide for the maintenance, operation, and management of the Property, and to enter into any other agreements consistent with the purposes of the Association including management agreements, agreements to acquire use or possessory interests in real property, whether adjacent to the Property or otherwise, and to provide therein that the expenses related to the acquisition or use of such interests are common expenses which may be funded by Assessments. Such expenses may include (but are not limited to) taxes, insurance, utilities, memberships, and maintenance and repair costs;

j) To maintain, repair, operate, and manage any land or property as required by any governmental or quasi-governmental authority pursuant to any license, permit, or otherwise, including (but not limited to) permits for the Water Management System issued by the St. Johns River Water Management District;

**4.4 Association Property.** All funds and title to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the Association and its Members in accordance with the Governing Documents.

**4.5 Storm water Management System.** The Association shall operate, maintain and manage the Stormwater Management System(s) in a manner consistent with the requirements of St. Johns River Water Management District Permit No. 101244-6, any other applicable permits, applicable St. Johns River Water Management District rules, and shall assist in the enforcement of the restrictions and covenants contained herein. The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the Stormwater Management System. The assessments shall be used for the maintenance and repair of the Stormwater management Systems and mitigation or preservation areas, including but not limited to work within retention areas, drainage structures and drainage easements. The stormwater management system shall be operated and maintained per the St. Johns River Water Management District and City of Titusville Code of Ordinances.

**4.6 Distribution of Income.** The Association shall make no distribution of income to its Members, Directors, or Officers. This provision shall not apply to the distribution of insurance proceeds, condemnation proceeds, or distribution of assets upon dissolution in accordance with the Governing Documents and applicable law.

## **ARTICLE V INCORPORATOR**

The name and address of the Incorporator of these Articles are as follows: William G. Allen, 5150 Tamiami Trail N., Ste. 500, Naples, FL 34013-2823.

## **ARTICLE VI DIRECTORS**

**6.1 Number and Qualification.** The Association shall be governed by a Board of Directors which shall initially be composed of three (3) persons who shall be appointed by Declarant until Transition. After Transition, the Board of Directors may be increased or decreased to a number of Directors from three (3) to nine (9) in the manner provided in the Bylaws. The number of Directors to be elected subsequent to the Association's incorporation, the manner of their election, and the terms shall be set forth in the Association's Bylaws.

**6.2 Duties and Powers.** All duties and powers of the Association shall be exercised exclusively by the Board of Directors (or as may be delegated by the Board to a committee, agent, contractor, or employees), subject only to approval by Members when specifically required by the Governing Documents or by law.

**6.3 Election and Removal.** The manner of electing and removing Directors and conducting the annual meeting shall be as stated in the Bylaws.

**6.4 First Directors.** The following persons shall constitute the initial Board of Directors and each shall hold office for the terms and subject to the provisions of the Bylaws:

<u>NAME</u>	<u>ADDRESS</u>
William G. Allen	5150 Tamiami Trail N., Ste. 500 Naples, FL 34103
William G. Allen, Jr.	5150 Tamiami Trail N., Ste. 500 Naples, FL 34103
Thomas Kirsop	112 Water Ridge Blvd. Auburndale, FL 33823

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#### **ARTICLE VII OFFICERS**

Association affairs shall be managed by a President, one or more Vice Presidents, a Secretary, and a Treasurer, and such other Officers as the Board shall deem appropriate from time to time. Officers shall be appointed and removed by the Board of Directors.

#### **ARTICLE VIII MEMBERS**

**8.1 Membership.** Every person or entity who is a record owner of a fee interest in a Lot shall be a mandatory Member of the Association. Membership in the Association is appurtenant to, and inseparable from, ownership of a fee interest in a Lot and may not be conveyed, transferred, or hypothecated except through conveyance, transfer, or hypothecation of the Lot to which the membership interest is appurtenant. Membership may not be abandoned or surrendered and no person may dissociate himself or herself without divesting himself or herself of a fee interest in the Lot to which the membership interest is appurtenant.

**8.2 Multiple Owners of Record.** When any one (1) Lot is owned by more than one (1) person, individual, partnership, corporation, or other legal entity, the composite title holder shall constitute one (1) Member of the Association. Any person, individual, partnership, corporation, or other legal entity owning more than one (1) Lot shall constitute as many Members as the number of Lots owned.

**8.3 Classes of Membership and Voting Rights.** The Association shall initially have two (2) classes of Members as provided below.

**a) Class A Members.** Class A Members shall be all Lot Owners, but shall not include the Declarant so long as the Class B Membership exists. There shall be one (1)

total Voting Interest appurtenant to each Lot, subject to limitations including the Association's right to suspend the voting rights of a Member pursuant to the Governing Documents and applicable law. Members shall not have the right to vote on any Association matters until Transition. After Transition, the Declarant shall be a Class A Member and shall possess all rights associated with Class A Membership.

**b) Class B Member.** The Class B Member shall be the Declarant, who shall have the sole vote until Transition, including the right to elect all of the members of the Board of Directors of the Association. Class B Membership shall terminate at Transition.

**8.4 Transition.** Transition of Association control is the point at which Members other than the Declarant are entitled to elect a majority of the members of the Board. For the purposes of this section, "Members other than the Declarant" shall not include builders, contractors, or others who purchase a Lot for the purpose of constructing Improvements thereon for resale. Transition shall occur on the earlier of the following events:

**a)** Three months after 90 percent of the Lots in all phases of the community that will ultimately be operated by the Association have been conveyed to Members other than the Declarant;

**b)** Upon the Declarant abandoning or deserting its responsibility to maintain and complete the amenities or infrastructure as disclosed in the Governing Documents. There is a rebuttable presumption that the Declarant has abandoned and deserted the property if the Declarant has unpaid Assessments or guaranteed amounts for a period of more than 2 years;

**c)** Upon the Declarant filing a petition seeking protection under chapter 7 of the federal Bankruptcy Code;

**d)** Upon the Declarant losing title to the property through a foreclosure action or the transfer of a deed in lieu of foreclosure, unless the successor owner has accepted an assignment of Declarant rights and responsibilities first arising after the date of such assignment; or

**e)** Upon a receiver for the Declarant being appointed by a circuit court and not being discharged within 30 days after such appointment, unless the court determines within 30 days after such appointment that transfer of control would be detrimental to the Association or its Members.

**8.5 Member Representation Pre-Transition.** Members other than the Declarant are entitled to elect one member of the Board of Directors once 50 percent of the Lots in all phases of the community which will ultimately be operated by the Association have been conveyed to Members other than the Declarant.

**8.6 Post Transition.** After Transition, Declarant shall be entitled to elect at least one member of the Board of Directors so long as Declarant holds for sale in the ordinary course of

business at least five percent (5%) of the Lots in the Association. After Transition, Declarant may exercise the right to vote any Declarant-owned voting interest in the same manner as any other Member, except for the purposes of reacquiring control of the Association or selecting the majority of the Board of Directors.

**8.7 Exercise of Voting Interests.** Members may exercise their Voting Interests in the manner provided in the Bylaws.

## **ARTICLE IX INDEMNIFICATION**

Every Director, Officer, employee, and designated agent (as may be designated in other contracts with such agent) of the Association shall be indemnified by the Association and against all expenses and liabilities, including attorneys' fees and costs reasonably incurred or imposed upon the Director, Officer, employee, or designated agent in connection with any proceeding or settlement of a dispute to which the Director, Officer, employee, or designated agent may be a party, or in which the Director, Officer, employee, or designated agent may become involved by reason of being or having been a Director, Officer, employee, or designated agent of the Association, regardless of whether that person maintained his or her position at the time such expenses are incurred; provided, however, that no such Director, Officer, employee, or designated agent shall be entitled to indemnification in the event that such person: (i) committed a violation of criminal law, unless the Director, Officer, employee, or designated agent had reasonable cause to believe his or her conduct was lawful and not no reasonable cause to believe his or her conduct was unlawful; (ii) engaged in a transaction from which the Director, Officer, employee, or designated agent derived an improper personal benefit; (iii) made an unlawful distribution as provided by Florida law; or (iv) engaged in willful misconduct or a conscious disregard for the best interests of the Association in the performance of his or her duties. The Association may advance expenses, including attorneys' fees and costs, associated with any legal action instituted against a Director, Officer, employee, or designated agent upon approval of a majority of the Board of Directors, exclusive of any Director seeking indemnification; provided, however, that the Association shall be entitled to reimbursement if it is ultimately determined that the Director, Officer, employee, or designated agent was not entitled to indemnification in accordance with this Article. In the event of a settlement, the indemnification set forth herein shall apply only when the Board of Directors, exclusive of any Director seeking indemnification, approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all of the rights to which Directors, Officers, employees, or designated agents may be entitled.

## **ARTICLE X AMENDMENTS TO ARTICLES**

**10.1 Amendment Prior to Transition.** Prior to the Transition, the Declarant may unilaterally amend these Articles of Incorporation by an instrument signed by the Declarant and filed in the Office of the Secretary of State of the State of Florida.



**10.2 After Transition.** After Transition, these Articles may be amended by the affirmative vote of eighty percent (80%) of the Board of Directors and amendments shall be effective upon filing with the Office of the Secretary of State of the State of Florida.

**10.3 Limitations on Amendments.** Subject to the Declarant's right to unilaterally amend these Articles prior to Transition, these Articles may not be amended in any manner that would:

a) Affect any rights of the Declarant unless the Declarant approves the amendment in writing; or

b) Make any changes in the qualifications for Membership or to the voting interests of the Members of the Association without first obtaining written approval of all Members and joinder of all record owners of first mortgages encumbering Lots.

After Transition, this Section concerning limitations on amendments may only be amended upon the approval of the Declarant, all Members of the Association, and all record owners of first mortgages encumbering Lots. Any attempt to amend these Articles in a manner inconsistent with the amendment requirements herein shall be null and void.


**10.4 City Approval of Deed Restrictions.** Notwithstanding any other provisions of this Article X, owners of property within the subdivision, or the Association on behalf of the owners, shall notify and obtain the City of Titusville Council's approval of any and all changes, amendments or alterations to any deed restrictions affecting the Property.

## ARTICLE XI DESIGNATION OF REGISTERED AGENT & OFFICE

The initial registered agent of the Association is:

Carolina Holdings II, LLC  
5150 Tamiami Trail N., Ste. 500  
Naples, FL 34103-2823

IN WITNESS WHEREOF, the Incorporator has affixed his signature hereunto this 9<sup>th</sup>  
day of September, 2021.

  
\_\_\_\_\_  
William G. Allen  
Incorporator

### ACCEPTANCE OF REGISTERED AGENT

The undersigned hereby accepts the designation of Registered Agent of The Shores at Tranquility Homeowners Association, Inc. as set forth in these Articles of Incorporation and acknowledges that it understands and accepts the obligations imposed upon registered agents under the Florida Not-For-Profit Corporation Act.



Registered Agent

As  of  
Carolina Holdings II, LLC