

**N21000014490**Florida Department of State  
Division of Corporations  
Electronic Filing Cover Sheet

**Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.**

(((H210004641923)))



H210004641923ABCS

**Note: DO NOT hit the REFRESH-RELOAD button on your browser from this page. Doing so will generate another cover sheet.**

To: Division of Corporations  
Fax Number : (850)617-6381

From: Account Name : STEARNS WEAVER MILLER  
Account Number : I19990020211  
Phone : (813)223-4200  
Fax Number : (813)222-5089

**\*\*Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.\*\***

Email Address: manderson@stearnsweaver.com

FLORIDA PROFIT/NON PROFIT CORPORATION  
CARMELA HOMEOWNERS ASSOCIATION, INC.

Certificate of Status	1
Certified Copy	1
Page Count	09
Estimated Charge	\$87.50

Electronic Filing Menu

Corporate Filing Menu

Help

21 DEC 21 AM 9:02  
FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS2021 DEC 21 PM 4:51  
RECEIVED

J DENNIS

DEC 21 2021

(((H21000464192 3)))

**ARTICLES OF INCORPORATION**  
**OF**  
**CARMELA HOMEOWNERS ASSOCIATION, INC.**  
**(A FLORIDA NOT-FOR-PROFIT CORPORATION)**

(((H21000464192 3)))

(((H21000464192 3)))

**TABLE OF CONTENTS**

	Page
1. Name of Corporation.....	1
2. Principal Office.....	1
3. Registered Office - Registered Agent.....	1
4. Definitions.....	1
5. Purpose of the Association .....	1
6. Not for Profit.....	1
7. Powers of the Association.....	1
8. Voting Rights.....	2
9. Board of Directors.....	2
10. Dissolution.....	3
11. Duration.....	3
12. Amendments.....	3
13. Limitations.....	4
14. Officers.....	4
15. Indemnification of Officers and Directors.....	4
16. Transactions in Which Directors or Officers are Interested.....	4

(((H21000464192 3)))

(((H21000464192 3)))  
**ARTICLES OF INCORPORATION**  
**OF**  
**CARMELA HOMEOWNERS ASSOCIATION, INC.**  
**(A FLORIDA NOT-FOR-PROFIT CORPORATION)**

In compliance with the requirements of the laws of the State of Florida, and for the purpose of forming a corporation not-for-profit, the undersigned does hereby acknowledge:

1. Name of Corporation. The name of the corporation is CARMELA HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association").
2. Principal Office. The principal office of the Association is: 3903 Northdale Blvd., Suite 280E, Tampa, Florida 33624.
3. Registered Office - Registered Agent. The street address of the Registered Office of the Association is: 401 East Jackson Street, Suite 2100, Tampa, Florida 33602. The name of the Registered Agent of the Association is:

STEARNS WEAVER MILLER WEISSLER ALHADEFF & SITTERSON, P.A.  
 C/O CHRISTIAN F. O'RYAN, ESQ.

4. Definitions. The COMMUNITY DECLARATION FOR CARMELA (the "Declaration") will be recorded in the Public Records of Pasco County, Florida, and shall govern all of the operations of a community to be known as CARMELA. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.
5. Purpose of the Association. The Association is formed to: (i) provide for ownership, operation, maintenance and preservation of the Common Areas, and improvements thereon; (ii) perform the duties delegated to it in the Declaration, the Bylaws, and these Articles; and (iii) administer the rights and interests of the Association, the Builders, and the Owners.
6. Not for Profit. The Association is a not-for-profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its members.
7. Powers of the Association. The Association shall, subject to the limitations and reservations set forth in the Declaration, have all the powers, privileges, and duties reasonably necessary to discharge its obligations, including, but not limited to, the following:
  - 7.1 To perform all the duties and obligations of the Association set forth in the Declaration and the Bylaws, as herein provided;
  - 7.2 To enforce, by legal action or otherwise, the provisions of the Declaration, the Bylaws, the Community Standards, and all rules, regulations, covenants, restrictions, and agreements governing or binding the Association and CARMELA;
  - 7.3 To operate and maintain the SWMS. The Association shall operate, maintain, and manage the SWMS in a manner consistent with the Permit requirements and applicable SWFWMD rules, and shall assist in the enforcement of the provisions of the Declaration that relate to the SWMS. The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the SWMS;
  - 7.4 To fix, levy, collect, and enforce payment, by any lawful means, of all Assessments pursuant to the terms of the Declaration, these Articles, and the Bylaws;
  - 7.5 To pay all Operating Expenses, including, but not limited to, all licenses, taxes, or governmental charges levied or imposed against the property of the Association;
  - 7.6 To acquire (by gift, purchase or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including the Common Areas) in connection with the functions of the Association except as limited by the Declaration;

((H21000464192 3)))

7.7 To borrow money, and (i) if prior to the Turnover Date, upon the approval of (a) a majority of the Board; and (b) the prior written consent of the Declarant, or (ii) from and after the Turnover Date, approval of (a) a majority of the Board; and (b) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, including, without limitation, the right to collateralize any such indebtedness with the Association's Assessment collection rights;

7.8 To dedicate, grant, license, lease, concession, create easements upon, sell, or transfer all or any part of CARMELA to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines and as provided in the Declaration;

7.9 To participate in mergers and consolidations with other non-profit corporations organized for the same purposes;

7.10 To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions, or agreements governing the Association, CARMELA, the Common Areas, Lots, Parcels, and Homes as provided in the Declaration and to effectuate all of the purposes for which the Association is organized;

7.11 To have and exercise any and all powers, rights, and privileges which a corporation organized under Chapter 617 or Chapter 720, Florida Statutes by law may now or hereafter have or exercise;

7.12 To employ personnel and retain independent contractors to contract for management of the Association, CARMELA, and the Common Areas as provided in the Declaration and to delegate in such contract all or any part of the powers and duties of the Association;

7.13 To contract for services to be provided to, or for the benefit of, the Association, Owners, the Common Areas, and CARMELA, as provided in the Declaration, such as, but not limited to, telecommunications services, maintenance, garbage pick-up, and utility services;

7.14 To establish committees and delegate certain of its functions to those committees;

7.15 To have the power to sue and be sued;

7.16 To take any other action necessary or desirable to carry out any purpose for which the Association has been organized; and

7.17 To enter into agreements with other homeowners associations, property associations or other third parties, including, without limitation, any cost-sharing agreements or agreements to acquire licenses, leaseholds, memberships, and other possessory or use interests in other lands or facilities outside of CARMELA, including, but not limited to, facilities, country clubs, golf courses, marinas, submerged land, parking areas, conservation areas, recreational amenities facilities, and other facilities. Pursuant to Section 720.31(6), Florida Statutes (2021), the Association is hereby expressly authorized to enter into such agreements upon the approval of a majority of the Board, and without any vote of the members of the Association, regardless of when the Association enters into such agreement.

8. Voting Rights. Owners, Builders, and the Declarant shall have the voting rights set forth in the Declaration.

9. Board of Directors. The affairs of the Association shall be managed by a Board of odd number with not less than three (3) or more than five (5) members. The initial number of Directors shall be three (3). Board members shall be appointed and/or elected as stated in the Bylaws. After the Turnover Date, the election of Directors shall be held at the annual meeting. The names and addresses of the members of the first Board who shall hold office until their successors are appointed or elected, or until removed, are as follows:

NAME	ADDRESS
Mike Foster	3903 Northdale Blvd., Ste. 280E Tampa, Florida 33624

((H21000464192 3)))

((H21000464192 3)))

Terry Schrader

12349 Curley Road  
San Antonio, FL 33576

Adam Smith

3903 Northdale Blvd., Ste. 280E  
Tampa, Florida 33624

10. Dissolution. In the event of the dissolution of the Association other than incident to a merger or consolidation, any member may petition the Circuit Court having jurisdiction of the Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association, to manage the Common Areas, in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties. If the Association ceases to exist, the responsibility for the operation and maintenance of the SWMS must be transferred to and accepted by an entity which complies with Rule 62-330.310, Florida Administrative Code (2021), and the Environmental Resource Permit Applicant's Handbook Volume 1, Section 12.3, and be approved in writing by SWFWMD prior to such termination, dissolution, or liquidation.

11. Duration. Existence of the Association shall commence with the filing of these Articles with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

12. Amendments.

12.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these Articles shall affect the rights of the Declarant or Builders unless such amendment receives the prior written consent of the Declarant or any such affected Builder, which may be withheld for any reason whatsoever. Further notwithstanding any other provision herein to the contrary, for so long as a Builder owns any Lot within CARMELA, no amendment to these Articles shall be effective unless such amendment receives the prior written consent of such Builder, which may be withheld for any reason whatsoever. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these Articles, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.

12.2 Amendments prior to the Turnover. Prior to the Turnover, but subject to the general and specific restrictions on amendments set forth above, the Declarant shall have the right to amend these Articles as it deems appropriate, without the joinder or consent of any person or entity whatsoever, except to the extent limited by applicable law as of the date the Declaration is recorded. The Declarant's right to amend under this Section is to be construed as broadly as possible. In the event the Association shall desire to amend these Articles prior to the Turnover, the Association must first obtain the Declarant's prior written consent to any proposed amendment. An amendment identical to that approved by the Declarant may be adopted by the Association pursuant to the requirements for amendments from and after the Turnover. The Declarant shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

12.3 Amendments From and After the Turnover. After the Turnover, but subject to the general and specific restrictions on amendments set forth above, these Articles may be amended with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the members. Notwithstanding any other provision herein to the contrary, after the Turnover, no amendment to these Articles shall affect the rights of any Builder unless such amendment receives the prior written consent of such Builder, which may be withheld for any reason whatsoever.

12.4 Compliance with HUD, FHA, VA, FNMA, GNMA and SWFWMD. Prior to the Turnover, the Declarant shall have the right to amend these Articles, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SWFWMD, or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Association, other Owners, or any other party shall be required or necessary to such amendment. After the Turnover, but subject to the general restrictions on amendments set forth above, the Board shall have

((H21000464192 3)))

the right to amend these Articles, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SWFWMD or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. In addition, the Board may amend these Articles as it deems necessary or appropriate to make the terms of these Articles consistent with applicable law in effect from time to time. No approval or joinder of the Owners, or any other party shall be required or necessary to any such amendments by the Board. Any such amendments by the Board shall require the approval of a majority of the Board.

13. Limitations.

13.1 Declaration is Paramount. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights, and obligations set forth in the Declaration.

13.2 Rights of Declarant or Builders. There shall be no amendment to these Articles which shall abridge, reduce, amend, effect or modify the rights of the Declarant or Builders.

13.3 Bylaws. These Articles shall not be amended in a manner that conflicts with the Bylaws.

14. Officers. The Board shall elect a President, Vice President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine. The names and addresses of the Officers who shall serve until their successors are elected by the Board are as follows:

President:	Mike Foster	3903 Northdale Blvd., Ste. 280E Tampa, Florida 33624
Vice President:	Adam Smith	3903 Northdale Blvd., Ste. 280E Tampa, Florida 33624
Secretary/Treasurer:	Terry Schrader	12349 Curley Road San Antonio, FL 33576

15. Indemnification of Officers and Directors. The Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors, and administrators, against all loss, cost, and expenses reasonably incurred in connection with any action, suit, or proceeding to which such Director or Officer may be made a party by reason of being or having been a Director or Officer of the Association, including reasonable counsel fees and paraprofessional fees at all levels of proceeding. This indemnification shall not apply to matters wherein the Director or Officer shall be finally adjudged in such action, suit, or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officers may be entitled.

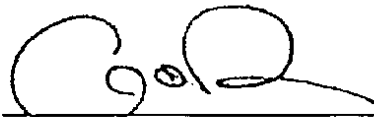
16. Transactions in Which Directors or Officers are Interested. No contract or transaction between the Association and one (1) or more of its Directors or Officers or the Declarant, or between the Association and any other corporation, partnership, association, or other organization in which one (1) or more of its Officers or Directors are officers, directors, or employees or otherwise interested shall be invalid, void, or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board which authorized the contract or transaction.

[Signature on Following Page]

((H21000464192 3)))

((H21000464192 3)))

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, being the Incorporator of this Association, has executed these Articles of Incorporation as of this 15<sup>th</sup> day of December, 2021.



Christian F. O'Ryan, Esq.  
Incorporator  
401 East Jackson Street, Suite 2100  
Tampa, Florida 33602

((H21000464192 3)))



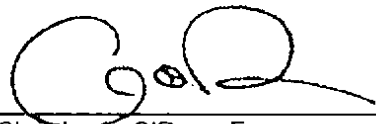
(((H21000464192 3)))

**ACCEPTANCE BY REGISTERED AGENT**

The undersigned, having been named to accept service of process for the above-stated corporation at the place designated in this certificate, hereby agrees to act in this capacity, and is familiar with, and accepts, the obligations of this position and further agrees to comply with the provisions of all statutes relative to the proper and complete performance of its duties.

Dated this 15<sup>th</sup> day of December, 2021.

STEARNS WEAVER MILLER WEISSLER  
ALHADEFF & SITTERSON, P.A.

By:   
Christian F. O'Ryan, Esq.

Registered Office:  
401 East Jackson Street, Suite 2100  
Tampa, Florida 33602

Principal Corporation Office:  
3903 Northdale Blvd., Ste. 280E  
Tampa, Florida 33624

(((H21000464192 3)))