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**CAPITAL CONNECTION, INC.**

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KATE COTTAGES HOMEOWNERS ASSOCIATION, INC.

Please Debit FCA000000003 For: CHECK

Thank you Seth Neeley



- ☒ 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 \_\_\_\_\_
- \_\_\_ Driving Record \_\_\_\_\_
- \_\_\_ UCC 1 or 3 File \_\_\_\_\_
- \_\_\_ UCC 11 Search \_\_\_\_\_
- \_\_\_ UCC 11 Retrieval \_\_\_\_\_
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Signature

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## **ARTICLES OF INCORPORATION**

### **OF**

#### **KAKE COTTAGES HOMEOWNERS ASSOCIATION, INC.,**

a Florida not-for-profit corporation

In compliance with the laws of the State of Florida, the undersigned, acting as incorporator, does hereby file these Articles of Incorporation for the purpose of forming a corporation not-for-profit for the purposes and with the powers set forth herein. All capitalized terms set forth herein to the extent not defined herein, shall have the meanings set forth in the Amended and Restated Restrictive Covenants for KAKE COTTAGES Subdivision recorded or to be recorded in the public records of Okaloosa County, Florida, as it may be modified and supplemented from time to time ("Restrictive Covenants").

#### **ARTICLE I – NAME**

The name of the not-for-profit corporation is KAKE COTTAGES HOMEOWNERS ASSOCIATION, INC., ("Association").

#### **ARTICLE II – REGISTERED AGENT**

The name and address of the initial Registered Agent of the Association is:

C. Jeffrey McInnis  
909 Mar Walt Drive, Suite 1014  
Fort Walton Beach, Florida 32547

The initial Registered Agent's written acceptance of appointment as registered agent as required by §617.0501, *Florida Statutes*, is attached hereto as Exhibit A.

#### **ARTICLE III – INITIAL PRINCIPAL OFFICE**

The initial principal office of the Association shall be located at 124 Portugal Cove, Valparaiso, Florida 32580.

#### **ARTICLE IV – PURPOSE AND POWERS**

The Association does not contemplate pecuniary gain or profit to its Members. The specific purposes for which it is formed are to operate as a corporation not-for-profit pursuant to Chapters 617 and 720, *Florida Statutes*, and to provide for the maintenance, preservation and architectural control of all improvements on the Lots and to own, manage and control all of the Common Areas and improvements thereon all within that certain tract of land described as KAKE COTTAGES Subdivision in the Restrictive Covenants, and more particularly described on Exhibit B attached hereto (the "Subdivision") all for the mutual advantage and benefit of the Members of

this Association who shall have and exercise the following authority and powers, all of which may be exercised by the Board of Directors:

1. To exercise all of the powers and privileges and to perform all duties and obligations of the Association as set forth in the Restrictive Covenants, as the same may be amended from time to time as therein provided, as well as in the provisions of these Articles and the Bylaws of the Association. The Restrictive Covenants are incorporated herein by this reference as if set forth in detail.

2. To fix, levy, collect and by any lawful means enforce payment of all Assessments pursuant to the terms of the Restrictive Covenants and the Bylaws of the Association and to pay all expenses in connection therewith, and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the property of the Association.

3. 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 or any improvements thereon in connection with the affairs of the Association.

4. To borrow money and pledge, mortgage or hypothecate any and all of the Association's real or personal property as security for money borrowed or debts incurred.

5. To participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, as more fully provided in these Articles of Incorporation and the Bylaws of the Association.

6. To maintain, repair, replace, operate and manage the assets and property of the Association and property within the platted areas of the Subdivision for the common use and benefit of the Members, including but not by way of limitation, the repair and maintenance of the private right of way and road, any decorative fencing, street islands, and the retention pond and stormwater drainage system, and to make, establish and amend reasonable rules and regulations governing the use of the Lots and Common Areas.

7. To employ personnel, agents, management or independent contractors to perform the services required for the proper operation and maintenance of the assets and property of the Association.

8. To have and to exercise any and all other powers, rights and privileges which a not-for-profit corporation organized under Chapter 720, *Florida Statutes*, for Homeowners Associations, and to the extent not in direct conflict with the Restrictive Covenants, of Chapter 617, *Florida Statutes*, for not-for-profit corporations, as both may be amended from time to time.

All of the Association's assets and earnings shall be used exclusively for the purposes set forth herein and in accordance with Section 528 of the Internal Revenue Code of 1986, as amended ("Code"), and no part of the assets of this Association shall inure to the benefit of any individual Member or any other person. The Association may, however reimburse its Members for actual

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expenses incurred for or on behalf of the Association, and may pay compensation in a reasonable amount to its Members for actual services rendered to the Association, as permitted by Section 528 of the Code, other applicable provisions of the Code, federal and state law. In addition, the Board of Directors shall also have the right to exercise the powers and duties set forth in the Bylaws.

#### **ARTICLE V – MEMBERSHIP AND VOTING RIGHTS**

1. There shall be only one (1) class of membership. The Members of the Association shall be all of the record owners of platted Lots within the Subdivision ("Lot"). Membership in the Association shall be established by recordation in the records of the Office of the Clerk of Okaloosa County, Florida, a deed of conveyance transferring record title to a platted Lot in the Subdivision and the delivery to the Association of an executed true copy of said deed. The owner designated by such instrument shall there by automatically become a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot in the Subdivision, and shall cease as to any owner upon transfer of title from such owner to another owner.

2. The interest of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance of the Lot owned by such Member.

3. Each Member shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot all such persons shall be Members. The vote for such Lot shall be exercised as they, among themselves, shall determine, but in no event shall more than one (1) vote, in person or by proxy, be cast with respect to any single Lot.

#### **ARTICLE VI – NOT-FOR-PROFIT-CORPORATION**

The Association shall be without capital stock, will not be operated for profit and will not distribute gains, profits or dividends to any of its Members. The Members of the Association shall not be personally liable for the debts, liabilities or obligations of the Association, but shall be personally liable to the Association for their pro rata share of costs and expenses that are attributable to Members of the Association under these Articles, the Bylaws of the Association or the Restrictive Covenants. The purposes of the Association shall be served without pecuniary profit to any director or Member of the Association.

#### **ARTICLE VII – TERM OF EXISTENCE**

This corporation shall have perpetual existence unless sooner dissolved in accordance with the provisions herein contained or in accordance with the laws of the State of Florida. The date on which corporate existence shall begin is the date on which these Articles of Incorporation are filed with the Secretary of State of the State of Florida. Should the corporation be dissolved the Association shall, prior to such dissolution, offer to dedicate the Common Areas, including but not limited to the private road and road right of way and the retention pond and storm water drainage system, to the City of Valparaiso, Florida. In the event of a proposed sale of the Common Areas

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of the Association the City of Valparaiso, Florida shall be offered a first right of refusal to purchase such Common Areas before they are sold to a third party.

#### **ARTICLE VIII – ASSESSMENTS**

1. To provide the total sum necessary for the insurance, reserve fund for replacements, maintenance and operation of the Common Areas and improvements within the Subdivision, each Member for each Lot owned shall pay a portion of the total amount necessary for such purposes to the Association. The portion to be paid by each Member for each Lot owned shall be equal to a fraction, the numerator of which shall be the number of Lots owned by such Lot owner and the denominator of which shall be the total number of Lots in the Subdivision, and which the quotient of such fraction shall be multiplied by the total sum necessary for such purposes. The total number of Lots in the Subdivision may be increased from time-to-time by the Declarant in its sole and absolute discretion so long as the Declarant continues to have the right to add additional property to the Subdivision in accordance with the terms of the Restrictive Covenants.

2. The amount of assessment against each Member as provided under the paragraph immediately above, shall be assessed by the Association as a lien as provided in the Restrictive Covenants.

3. Addition to the annual assessments authorized above, the Association may levy in any assessment year special assessments for the purposes and in the manner set forth in the Restrictive Covenants, as the same may be amended from time to time.

4. Each assessment shall be assessed and shall be due and payable as provided in the Restrictive Covenants and the Bylaws, and upon default or payment within such period of time, the assessment shall be a lien against each Lot owned by the defaulting Member and against the rights of the defaulting Member in an undivided portion of the Common Area, and the Association shall be entitled to enforce the payment of said lien according to the laws of the State of Florida and to take any other actions for collection from the defaulting party or parties. Any such lien against a Lot or against the Common Area shall be subordinate to a recorded first mortgage covering such Lot.

5. Annual and special assessments shall be collected in the time and manner specified in the Restrictive Covenants or as otherwise directed by the Association's directors.

#### **ARTICLE IX – BOARD OF DIRECTORS**

Except as provided herein, the affairs of the Association shall be managed by a Board of Directors. Notwithstanding anything contained in these Articles, the Bylaws of the Association, or the Restrictive Covenants to the contrary, until Developer Turnover, KAKE

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COTTAGES, LLC, a Florida limited liability company, (the "Declarant") shall have the sole and exclusive right to (i) appoint all of the Members of the Board of Directors of the Association (subject to the rights of Members other than the Declarant to elect at least one Member of the Board of Directors under §720.307(2), *Florida Statutes*; (ii) appoint all of the officers of the Association; (iii) remove and replace any Members of the Board of Directors of the Association; (iv) amend these Articles and the Bylaws of the Association; and (v) take all other action on behalf of the Association and vote on all other matters required to be voted on or approved by the Members of the Association. "Developer Turnover" has the meaning set forth in the Restrictive Covenants. Upon Developer Turnover, the then-current Members of the Association shall be entitled to vote on all the foregoing matters subject to any restrictions set forth in the Restrictive Covenants and the Bylaws of the Association.

The initial Board of Directors of the Association shall be composed of three (3) directors, none of which must be a Member of the Association. The names and addresses of the initial three (3) Directors of the Association are as follows:

OFFICER	ADDRESS
David D. Fedonczyk	124 Portugal Cove Valparaiso, Florida 32580
Terri W. Fedonczyk	124 Portugal Cove Valparaiso, Florida 32580
Roy Sutton	P.O. Box 750 Niceville, Florida 32588

Within sixty (60) days after Developer Turnover, Declarant shall call a meeting of the Members for the purposes of (i) transitioning control of the Association to the Members and (ii) electing new directors to the Board. After Developer Turnover, all Directors must be Members of the Association, or representatives of entities that are Members of the Association, the number of directors shall be as set forth in the Bylaws and the Members of the Association shall have the right to elect the Board of Directors as provided in the Bylaws. The number of directors may be changed by amendment of the Bylaws of the Association. The initial Bylaws of the Association shall be adopted by the Board of Directors. The power to alter, amend or repeal the Bylaws or adopt new Bylaws shall be vested in the Board of Directors of the Association.

#### **ARTICLE X – OFFICERS**

Subject to the direction of the Board of Directors, the officers shall administer the affairs of this Association. Officers shall be designated and elected in accordance with the Bylaws of the Association.

#### **ARTICLE XI – BYLAWS**

The Bylaws of this Association shall be adopted by the first Board of Directors, which Bylaws may be altered, amended, modified or repealed in the manner set forth in the Bylaws.

## ARTICLE XII – AMENDMENTS

Until Developer Turnover, these Articles may be amended at any time and from time to time by Declarant, without the consent or approval of any of the other members of the Association. After Developer Turnover, these Articles may be amended, subject to the terms and provision of the Restrictive Covenants by the affirmative or a least sixty-seven (67%) percent of the total voting interests of all members of the Association. All amendments to these articles become effective only upon being placed on record in the Office of the Clerk of the Circuit Court of Okaloosa County, Florida.

## ARTICLE XIII – INDEMNIFICATION

This Association shall indemnify and hold harmless any and all of its present or former directors, officers, employees or agents, to the full extent permitted by law. Said indemnification shall include, but not be limited to, the expenses, including the cost of any judgments, fines, settlements and counsel's fees, actually and necessarily paid or incurred in connection with any action, suit or proceeding whether civil criminal, administrative or investigative, and any appeals thereof, to which any such person(s) or his legal representative may be made a party or may be threatened to be made a party by reason of his being or having been a director, officer, employee or agent, as herein provided. The officers and directors of the Association shall not be liable to the Members of the Association for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The officers and directors of the Association shall have no personal liability with respect to any contract or other commitment made by them in good faith on behalf 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. The foregoing right of indemnification shall not be exclusive of any other rights to which any such person may be entitled as a matter of law or which he may be lawfully granted. It shall be the obligation of the Association to obtain and keep in force a policy of officers' and directors' liability insurance.

## ARTICLE XIV – INCORPORATOR

The name and address of the Incorporator of the corporation is:

KAKE COTTAGES, LLC, a Florida limited liability company  
1234 Portugal Cove  
Valparaiso, Florida 32580

IN WITNESS WHEREOF the Incorporator has caused these Articles of Incorporation, by and through it duly authorized representative, to be executed this 22 day of December 2023.

KAKE COTTAGES, LLC, a  
Florida limited liability company

By: 

David D. Fedonczyk, Manager

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OKALOOSA COUNTY, FL



**EXHIBIT A**

**CERTIFICATE OF DESIGNATION OF REGISTERED OFFICE  
OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN FLORIDA AND  
NAMING REGISTERED AGENT UPON WHOM PROCESS MAY BE SERVED**

In compliance with §48.091, *Florida Statutes*, the following is submitted in compliance with said Act: KAKE COTTAGES Homeowners Association, Inc., (the "Corporation") desiring to organize or qualify under the laws of the State of Florida, with its registered office at 909 Mar Walt Drive, Suite 1014, Fort Walton Beach, Florida 32547, has named C. Jeffrey McInnis, whose address is 909 Mar Walt Drive, Suite 1014, Fort Walton Beach, Florida 32547, as its agent to accept service of process within Florida.

KAKE COTTAGES, LLC, a  
Florida limited liability company

By: \_\_\_\_\_

David D. Fedonczyk, Manager

**ACKNOWLEDGMENT**

Having been named to accept service of process for the above stated Corporation, at the place designated in this certificate, I 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.

\_\_\_\_\_  
C. Jeffrey McInnis, Registered Agent

Date: 12-22-2023

**EXHIBIT B**

LEGAL DESCRIPTION:  
(O.R. 3581/3755)

A PARCEL OF LAND BEING BOUNDED TO THE NORTH BY THE SOUTH BOUNDARY LINE OF HIGHLAND PARK SUBDIVISION, PLAT BOOK 3, PAGE 15, AS RECORDED IN OKALOOSA COUNTY, FLORIDA AND TO THE SOUTH BY THE NORTHERLY RIGHT OF WAY LINE OF VALPARAISO PARKWAY (FLORIDA STATE ROAD 190) (100' RIGHT OF WAY), AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION, SECTION 57040-2504, DATED 12/6/1963, ALL LYING IN SECTION 12, TOWNSHIP 1 SOUTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 6, BLOCK 1 OF SAID HIGHLAND PARK; THENCE S  $69^{\circ}25'38''$  E ON SAID SOUTH LINE, A DISTANCE OF 626.26 FEET TO THE SOUTHEAST CORNER OF LOT 1 OF SAID BLOCK 1; THENCE DEPARTING SAID SOUTH LINE, PROCEED S  $01^{\circ}51'07''$  W, A DISTANCE OF 158.38 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE AFORESAID FLORIDA STATE ROAD 85 [SIC]; THENCE N  $69^{\circ}20'57''$  W ON SAID NORTHERLY LINE, A DISTANCE OF 641.98 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 2914.93 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF  $00^{\circ}39'09''$ , AN ARC DISTANCE OF 33.19 FEET, (CHORD BEARING = N  $69^{\circ}40'31''$  W, CHORD = 33.19 FEET); THENCE DEPARTING SAID RIGHT OF WAY LINE, PROCEED N  $19^{\circ}49'55''$  E, A DISTANCE OF 149.28 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 2.23 ACRES, MORE OR LESS.

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