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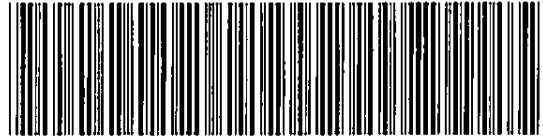
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**ARTICLES OF INCORPORATION  
OF  
CHARLOTTE ESTATES HOMEOWNER'S ASSOCIATION, INC.**

The undersigned incorporator hereby adopts the following Articles of Incorporation for the purpose of forming a not-for-profit corporation under the "Florida Not-For-Profit Corporation Act."

**ARTICLE I  
CORPORATE NAME**

The name of the Corporation shall be Charlotte Estates Homeowner's Association, Inc., hereinafter called the "Association." The corporation's mailing address is 11135 Warren Thompson Road, Glen St. Mary, Florida 32040.

**ARTICLE II  
DURATION**

The duration of the Corporation shall be perpetual.

**ARTICLE III  
DEFINITIONS**

The terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration of Covenants, Restrictions and Easements for Charlotte Estates (the "Declaration"), to be recorded in the Public Records of Duval County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.

**ARTICLE IV  
COMMENCEMENT OF CORPORATE EXISTENCE**

The corporate existence of the Association shall commence at the time these Articles of Incorporation are filed by the Department of State of the State of Florida.

**ARTICLE V  
PURPOSES AND POWERS**

The Association is not organized for pecuniary profit or financial gain, and no part of the Association's assets or income shall inure to the benefit of any Director, Officer or Member of the Association except as may be authorized by the Board of Directors in accordance with the terms and provisions of the Bylaws of the Association ("Bylaws") with respect to the compensation of Directors, Officers or Members of the Association for the rendition of unusual or exceptional services to the Association.

The purposes for which the Association is formed, and the powers that may be exercised by the Board of Directors of the Association, are as follows:

(a) To manage and maintain the Common Area for the use and benefit of the Owners and the Association and to perform such other duties and services and carry out such other obligations as provided for in the Declaration, these Articles of Incorporation and the Bylaws, including but not limited to establishing Rules, appointing any Architectural Review Board provided for under the terms of the Declaration, if any, and operating and managing the Storm Water Management System; and

(b) To acquire by gift, purchase, or otherwise, and to own, build, improve, operate, repair, maintain and replace, lease, transfer, and otherwise dispose of, real property, buildings, improvements, fixtures and personal property in connection with the business and affairs of the

Association, but subject to the terms of the Declaration; and

(c) To dedicate, sell or transfer all or any part of the Association's rights with regard to the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members; and

(d) To establish, levy, collect, and enforce payment of, all assessments and charges pursuant to the terms and provisions of the Declaration or Bylaws, including but not limited to the levying and collection of adequate assessments against Members of the Association for the costs of maintenance and operation of the Common Areas, and to use the proceeds thereof in the exercise of its powers and duties; and

(e) To pay all expenses in connection with and incident to the conduct of the business and affairs of the Association; and

(f) To borrow money and to pledge, mortgage or hypothecate any or all of the real or personal property owned by the Association as security for money borrowed or debts incurred by the Association; and

(g) To annex additional real property to the Property pursuant to the terms and provisions of the Declaration; and

(h) To exercise such powers which are now or may hereafter be conferred by law upon an association organized for the purposes set forth herein, or which may be necessary or incidental to the powers so conferred; and

(i) To operate, maintain and manage the Storm Water Management System in a manner consistent with the St. Johns River Water Management District (the "WMD") and applicable WMD rules, and to assist in the enforcement of the Declaration in relation to any drainage plan for the Storm Water Management System; and

(j) To grant easements on or through the Common Areas or any portion thereof; and

(k) 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; and

(l) To promulgate or enforce rules, regulations, bylaws, covenants, restrictions or agreements to effectuate the purposes for which the Association is organized; and

(m) To contract for the management of the Association and to delegate in such contract all or any part of the powers and duties of the Association, and to contract for services to be provided to Owners, including, but not limited to, refuse removal and utilities or services; and

(n) To purchase insurance upon parts of the Property and to purchase insurance for the protection of the Association, its Officers, its Directors and the Owners; and

(o) To employ personnel to perform the services required for the proper operation of the Association; and

(p) To accept assignment of the Declarant's rights or any portion thereof under the Declaration, if and when such assignment is made and to pay the costs associated with such assignment; and

(q) To accept the grant of any right of the Declarant in the Common Areas, the Storm Water Management System, and all permits associated therewith.

The foregoing clauses shall be construed both as purposes and powers, and the enumeration of specific purposes and powers shall not be construed to limit or restrict in any way the purposes and powers of the Association that may be granted by applicable law and any amendments thereto.

## **ARTICLE VI BOARD OF DIRECTORS**

A. **NUMBER AND QUALIFICATIONS.** The business and affairs of the Association shall be managed and governed by a Board of Directors ("Board"). The number of Directors constituting the initial Board of Directors shall be three. The number of Directors may be increased or decreased from time to time in accordance with the Bylaws, but in no event shall there be less than three Directors.

B. **DUTIES AND POWERS.** All of the duties and powers of the Association existing under the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject to approval by Owners only when such approval is specifically required.

C. **ELECTION; REMOVAL.** Directors of the Association shall be elected at the annual meeting of the Members ("Annual Meeting") in the manner determined by and subject to the qualifications set forth in the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

D. **TERM OF INITIAL DIRECTORS.** The Declarant shall appoint the members of the first Board of Directors, who shall hold office for the periods described in the Bylaws.

E. **INITIAL DIRECTORS.** The names and addresses of the first Board of Directors who shall hold office until their successors are elected and have taken office, as provided in the Bylaws are as follows:

Gause, William L  
654 SE Ft Island Trl.  
Crystal River, FL 34429

Dorsey, Obadiah Green  
11135 Warren Thompson Road  
Glen St. Mary, FL 32040

Dorsey, Shelby Lynn  
11135 Warren Thompson Road  
Glen St. Mary, FL 32040

## **ARTICLE VII TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED**

No contract or transaction between the Association and one or more of its Directors or Officers or between the Association and any other corporation, partnership, association or other organization in which one or more of its Officers or Directors are officers or directors 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 or committee thereof that authorized the contract or transaction, or solely because such Officer's or Director's 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 may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee that authorized the contract or transaction.

## **ARTICLE VIII OFFICERS**

The affairs of the Association shall be administered by the Officers holding the offices designated in the Bylaws. The Officers shall be elected by the Board of Directors at its first meeting following the Annual Meeting of the Members and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal of Officers, for the filling of vacancies, and for the duties of the Officers. The names and addresses of the Officers who shall serve until their successors are designated by the Board of Directors are as follows:

President:	Dorsey, Obadiah Green
Vice President:	Dorsey, Shelby Lynn
Secretary/Treasurer:	Gause, William L

## **ARTICLE IX MEMBERSHIP**

A. **MEMBERSHIP.** Membership shall be appurtenant to ownership of a Parcel and may not be separated from such ownership.

B. **VOTING RIGHTS.** Until the Turnover Date, Declarant shall have sole voting rights in the Association except as otherwise specifically provided in the Declaration, Articles, or Bylaws. After the Turnover Date each Member will be entitled to the number of votes set forth in the Declaration.

## **ARTICLE X AMENDMENT**

Amendments to these Articles shall be made in the following manner:

A. **PROPOSAL.** Notice of the subject matter for a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

B. **ADOPTION.** The resolution for the adoption of a proposed amendment may be proposed by either a majority of the Board of Directors or by not less than two third (2/3) of the Members eligible to vote. Directors and Members eligible to vote not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that the approval is delivered to the secretary of the Association ("Secretary") at or prior to the meeting. The approval must be by not less than two-thirds of all the votes of the Members then entitled to be cast at a meeting at which a quorum of Members eligible to vote are present.

C. **LIMITATION.** No amendment shall make any changes in the qualifications for membership, nor in the voting rights or property rights of Members, nor any changes in Article V or Article XIII of the Articles entitled "Purposes and Powers" and "Indemnification," respectively, without the approval in writing of all Members materially affected by the amendment and the joinder of all Institutional Mortgagees. No amendment shall be made that is in conflict with the Declaration, nor shall any amendment make changes that would in any way affect the rights, privileges, powers or options herein provided in favor of, or reserved to, Declarant, unless Declarant shall join in the execution of the amendment.

D. **DECLARANT'S AMENDMENT.** The Declarant may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected solely by the Declarant.

E. **RECORDING.** A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law.

**ARTICLE XI  
BYLAWS**

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended, rescinded in the manner provided in the Articles, Bylaws and the Declaration.

**ARTICLE XII  
INCORPORATOR**

The name and address of the incorporator of the Association is:

Duane C. Romanello  
1919-8 Blanding Blvd  
Jacksonville, FL 32210

**ARTICLE XIII  
INDEMNIFICATION**

A. **INDEMNITY.** The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a director, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he or she did not act in good faith, or in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe his or her conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied.

The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

B. **EXPENSES.** To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Paragraph A of this Article XIII, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

C. **ADVANCES.** Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon the receipt of an undertaking by or on behalf of the affected director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association as authorized in this Article XIII.

D. **MISCELLANEOUS.** The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of Members or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent, and shall inure to the benefit of the heirs and personal representatives of such person.

E. **INSURANCE.** The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving, at the request of the Association, as a director, officer, employee or agent of another corporation,

partnership, joint venture, trust or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of this Article.

F. AMENDMENT. Notwithstanding anything herein to the contrary, the provisions of this Article XIII may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

#### **ARTICLE XIV DISSOLUTION**

After the Turnover Date, the Association may be dissolved by a unanimous vote of the Members entitled to vote at any regular or special meeting; provided, however, that the proposed action is specifically set forth in the notice of any such meeting.

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Storm Water Management System must be transferred and accepted by an entity which would comply with applicable law and be approved by the WMD prior to such termination, dissolution or liquidation.

#### **ARTICLE XV INITIAL REGISTERED OFFICE AND AGENT**

The street address of the initial registered agent of the Association is:

1919-8 Blanding Blvd  
Jacksonville, FL 32210

and the name of the initial registered agent of the Association at said address is:

Duane C. Romanello

#### **ARTICLE XVI INCORPORATOR**

The name and address of the subscribing incorporator of this corporation is Duane C. Romanello  
1919 Blanding Blvd. Jacksonville, Florida 32210.

IN WITNESS WHEREOF, I, the undersigned subscribing incorporator, have hereunto set my hand and seal this 7<sup>th</sup> day of February 2024, for the purpose of forming this corporation not for profit under the laws of the State of Florida.

  
\_\_\_\_\_  
Duane C. Romanello, Incorporator

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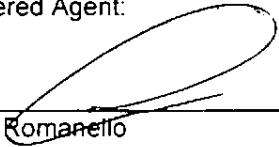
**CERTIFICATE NAMING AGENT  
UPON WHOM PROCESS MAY BE SERVED**

Pursuant to the provisions of Section 617.0501, Florida Statutes, the following is submitted:

That CHARLOTTE ESTATES HOMEOWNER'S ASSOCIATION, INC., a corporation duly organized and existing under the laws of the State of Florida, with its principal office, as indicated in the Articles of Incorporation at Jacksonville, State of Florida, has named Duane C. Romanello, Esq., whose address is 1919 Blanding Blvd, Jacksonville, Florida 32210, County of Duval, State of Florida, as its agent to accept service of process within this state.

Having been named to accept service of process for the above stated corporation, at the place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provisions of said Florida Statute relative to keeping open said office.

Registered Agent:

  
\_\_\_\_\_  
Duane Romanello

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