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STATE OF FLORIDA
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FROM: HOLLAND & KNIGHT
200 S ORANGE AVE
SUITE 2600
ORLANDO FL 32801-0000
CONTACT: KATHY S HEBERER
PHONE: (407) 425-3500
FAX: (407) 244-5288

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DOCUMENT TYPE: FLORIDA NON-PROFIT CORPORATION

NAME: SOUTHERLY AIRPORT HOMEOWNERS' ASSOCIATION, INC.
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**ARTICLES OF INCORPORATION
OF
SOUTHERLY AIRPORT HOMEOWNERS' ASSOCIATION, INC.**

We, the undersigned, in compliance with the requirements of Chapter 617, Florida Statutes, hereby associate ourselves together for the purpose of forming a corporation not-for-profit under the laws of the State of Florida and for the purposes and with the powers hereinafter set forth:

ARTICLE I

NAME

The name of the corporation is SOUTHERLY AIRPORT HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association").

ARTICLE II

LOCATION

The principal office and mailing address of the Association is located at 9280 Sunset Drive, Miami, Florida 33173.

ARTICLE III

PURPOSE AND POWERS

This Association does not contemplate pecuniary gain or profit to the Members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the Land described in Exhibit A hereto, including Common Area, as this term is defined in the Association's Bylaws, and to promote the health, safety and welfare of the Owners, as this term is defined in the Association's Bylaws, of the Land and such additions thereto as may hereafter be brought within the jurisdiction of this Association. The Association shall make no distribution of income to its Members, as this term is defined in the Association's Bylaws, directors or officers, being conducted as a not-for-profit organization for the benefit of its Members. In furtherance of the foregoing, the Association may engage in any activity permitted to a corporation not-for-profit under Chapter 617, Florida Statutes, and as hereafter amended, unless otherwise prohibited by these Articles or the Bylaws of the Association, and may, without limitation,

This instrument prepared by:
Louis T. M. Conti
Florida Bar No. 348808
Holland & Knight
Post Office Box 1526
Orlando, Florida 32802
407 / 425-8600

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(a) exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth directly or by implication in that certain Declaration of Covenants, Conditions and Restrictions (the "Declaration") applicable to the Land and recorded in Official Records Book _____, Page _____, public records of Polk County, Florida, as the same may be amended from time to time, which Declaration is hereby incorporated by reference;

(b) make and establish reasonable rules and regulations necessary to carry out all of the duties, obligations, and responsibilities of the Association as set forth under the terms of these Articles of Incorporation, the Association's Bylaws, and the Declaration, to include those regarding the use of Association Common Areas subject to its jurisdiction, as these instruments may be amended from time to time;

(c) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration, and 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 Land of the Association;

(d) use the proceeds of all charges and assessments in the exercise of its powers and duties;

(e) 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 and personal property in connection with the affairs of the Association;

(f) own, operate, and maintain surface and storm water drainage and control facilities and systems and the surface water management system as permitted by the Southwest Florida Water Management District, including all lakes, retention areas, culverts and related appurtenances;

(g) borrow money, and with the assent of two-thirds (2/3) of each class of Members mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(h) sue and be sued;

(i) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be acceptable to the Members or the Association;

(j) participate in mergers and consolidations with other not-for-profit corporations organized for the same purposes or annex additional property and Common

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Area, provided that any such merger, consolidation or annexation shall be approved as required by the Declaration;

(k) undertake such management, maintenance, operation, ownership and other duties with respect to the property described in the above Declaration and to any other Land or property which may be submitted to said Declaration in accordance therewith, including the right to reconstruct Improvements after casualty and to make and construct additional improvements upon the Association's property;

(l) purchase insurance upon the Association's property and improvements and insurance for the protection of the Association and its Members;

(m) contract for the management of the Association's property and delegate to such contractor all powers and duties of the Association except such as are specifically required by the said Declaration to have approval of the Board of Directors, or the Members of the Association; and

(n) contract for the management and operation of portions of the Association's property susceptible of separate management or operation, and lease such portions.

The Association shall have all of the common law and statutory powers of a corporation not-for-profit not in conflict with the terms of these Articles of Incorporation. All of the Association's assets and earnings shall be used exclusively for the purposes set forth herein and no part of the assets of this Association shall inure to the benefit of any individual Member or other person. The Association may, however, reimburse its Members for actual 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 law.

ARTICLE IV

DISSOLUTION

4.1 Dissolution. The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of Members.

4.2 Conveyance or Dedication of Assets. If the Association is dissolved, for whatever reason, any and all assets, including property, consisting of the surface water management system shall be conveyed to an appropriate agency of local government, as determined by the Southwest Florida Water Management District, and if not accepted, then the assets and surface water management system shall be dedicated to a similar not-for-profit corporation.

ARTICLE V

MEMBERSHIP

5.1 Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot, as this term is defined in the Association's Bylaws, which is subject to assessment by the Association, including a contract seller, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

5.2 Change of Membership. Change of membership in the Association shall be established by recording in the Public Records of Polk County, Florida, a deed or other instrument establishing a record title to a Lot subject to assessment by the Association and the delivery to the Association of a certified copy of such instrument. The Owner or Owners designated by such instrument thus becomes a Member of the Association, and the membership of the prior Owner is terminated.

5.3 Interest of Member. 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 to the Member's Lot. The funds and assets of the Association belong solely to the Association subject to the limitation that the same be expended, held or used for the benefit of the membership and for the purposes authorized herein, in the Declaration and the Association's Bylaws.

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A Members. Class A Members shall be all Owners except Declarant. They shall be entitled to one vote for each Lot owned. When more than one person or entity holds an interest in a Lot, all such persons or entities shall be Members, and the vote for the Lot shall be exercised as the Members determine. In no event shall more than one vote be cast with respect to any Lot.

Class B Member. The Class B Member is the Declarant, as that term is defined in the Declaration, who, or any successor to whom it may assign its rights as Declarant, for each Lot owned, shall be entitled to three (3) votes. The Class B membership will cease and be converted to Class A when the number of votes outstanding in the Class A membership exceeds the number of votes outstanding in Class B.

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ARTICLE VII
INCORPORATORS

The name and address of each incorporator is:

Frank Drewniany	971 San Pedro Avenue Coral Gables, Florida 33156
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Althea Warrell	971 San Pedro Avenue Coral Gables, Florida 33156
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ARTICLE VIII
MANAGEMENT

The affairs and business of the Association shall be managed by a Board of Directors (the "Board") and by the following officers: President, Vice President, Secretary and Treasurer, and such other officers as the Board shall appoint. These officers shall be elected by the Board at the first meeting of the Board following the annual meeting of the Association. The President shall be a director, but no other officer need be a director. The same person may hold two offices, the duties of which are not incompatible, provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the offices of President and Secretary or Assistant Secretary be held by the same person.

ARTICLE IX
INITIAL OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are:

Frank Drewniany	President/Treasurer
Althea Warrell	Vice President/Secretary

ARTICLE X
DIRECTORS

10.1 Number of Directors and Initial Directors. The Association shall have at least three (3) directors. The initial directors will serve until the first annual meeting of the Association. The names and addresses of the initial directors are:

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Frank Drewniany

971 San Pedro Avenue
Coral Gables, Florida 33156

Althea Warrell

971 San Pedro Avenue
Coral Gables, Florida 33156

Dianelyse Gutierrez

9280 Sunset Drive
Miami, Florida 33173

10.2 Appointment and Election. Until the first annual meeting, the Declarant shall appoint the three (3) members of the Board who shall serve at the pleasure of the Declarant. At the first annual meeting, the Members of the Association, including the Declarant if it is then still an Owner of a Lot or any interest therein, shall elect the Members of the Board by a plurality of the votes cast at such election. All directors shall serve for terms of at least three (3) years. It is the intent of this paragraph that following the expiration of the power of appointment by the Declarant and the election of a full Board, each year one (1) director's term will expire. Notwithstanding the foregoing, the Class B Member shall have the right to designate and select all of the Members of the Board until January 1, 2000.

10.3 Vacancy. If there is a removal, resignation, death, or other vacancy of a director the vacancy shall be filled by the Declarant if such director had been appointed by the Declarant, otherwise it shall be filled by the Board. A replacement director shall serve the remainder of the term of the director's predecessor.

10.4 Limitation on Liability. No member of the Board or any committee of the Association or any officer of the Association, or the Declarant, or any employee of the Association, shall be personally liable to any Member of the Association, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error, or negligence of such person or group, provided that such person or group has, upon the basis of such information as may be possessed by him, acted in good faith, without willful or intentional misconduct.

10.5 Indemnity. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon the director or officer in connection with any proceeding or any settlement of any proceeding to which the director or officer may be a party or in which the director or officer may become involved by reason of being or having been a director or officer of the Association, whether or not the person is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of the director's or officer's duties; provided that in the event of a settlement, the indemnification shall apply only when the Board approved such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

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10.6 Assessments. The Board shall determine the amounts of normal and special assessments in accordance with the provisions of the Declaration. Where there are multiple Owners of a Lot such Owners shall be jointly and severally liable for the payment of the assessments. In establishing the amount of the assessments, except for the Declarant, the Board may not provide that a Member shall pay no assessments. The assessments shall be fixed by the Board annually and shall be based upon the costs and expenses expected to be incurred in owning, operating, and maintaining, and improving Association properties in the coming year and on the establishment of reasonable reserves for further use as deemed advisable by the Board. The normal assessments may include any amounts to cover deficiencies from the previous year; or, at the end of each year the Board, as an alternate to increasing the coming year's assessments, may make a special assessment above and beyond the annual assessment if the costs and expenses of owning, operating, maintaining, and improving Association properties in that year exceeded the amount of the normal assessment and other income received by the Association. Special assessments for matters or activities deemed appropriate by the Board may be made at any time in accordance with the provisions of the Declaration.

ARTICLE XI

DESIGNATION OF REGISTERED AGENT AND REGISTERED OFFICE

The name of the initial Registered Agent of the Association is Louis T. M. Conti, and the street address of the initial Registered office is 200 South Orange Avenue, Suite 2600, Orlando, Florida 32801.

ARTICLE XII

DURATION

The Association shall have perpetual existence.

ARTICLE XIII

BYLAWS

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

ARTICLE XIV

AMENDMENTS

14.1 Approval of Amendments. Amendments to the Articles of Incorporation shall be approved by the Board, proposed by them to the Members and approved at any meeting by a two-thirds (2/3) vote of the Members present, provided that not less than thirty (30) days notice by mail shall have been given to all of the Members setting forth the proposed amendment.

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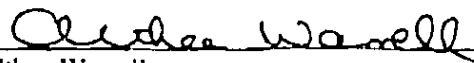
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14.2 Not in Conflict. No amendment shall be made that is in conflict with the Declaration or any supplementary declaration of covenants and restrictions filed pursuant thereto. No Amendment to these Articles of Incorporation which shall abridge, amend or alter the rights of the Association, its successors or assigns, may be adopted or become effective without the prior written consent of the Association, or such successor or assign.

14.3 Copy of Amendment. A copy of each amendment, after it becomes effective, shall be transcribed and certified in such form as may be necessary to register the same in the office of the Florida Department of State, and a certified copy thereof shall be recorded in the Public Records of Polk County, Florida.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of Florida, the undersigned, incorporators have executed these Articles of Incorporation this 2nd day of March, 1995.


Frank Drewniany


Althea Warrell

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FROM HOLLAND & KNIGHT, ORLANDO 407-244-5288

(MON) 3.13.95 15:31/ST. 15:22/NO. 3760116062 P 10

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EXHIBIT "A"

Legal Description of the Land

The South 1/4 lying West of Jennings Road; the NW 1/4 of the SE 1/4 lying West of Jennings Road; and the NE 1/4 of the SW 1/4 of Section 29, Township 28 South, Range 28 East, Polk County, Florida

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פאמיליע

SOUTHERLY AIRPORT HOMEOWNERS' ASSOCIATION, INC.

That Southerly Airport Homeowners Association, Inc., desiring to organize under the laws of the State of Florida with its initial principal office, as indicated in the Articles of Incorporation, at 9280 Sunset Drive, Miami, Florida 33173, has named Louis T. M. Conti whose address is 200 South Orange Avenue, Suite 2600, Orlando, Florida 32801, as its agent to accept service of process within this state.

Having been named to accept service or process for the corporation named above, at the place designated in this certificate, I agree to act in that capacity and to comply with the provisions of the Florida Not-For-Profit Corporation Act relative to keeping open the registered office.

Louis T. M. Conli