

INDEX
TO ARTICLES OF INCORPORATION
OF
CAPE CROSSING TOWNHOMES HOMEOWNERS ASSOCIATION, INC.

	<u>PAGE</u>
1. NAME AND ADDRESS	2
2. PURPOSE	2
3. POWERS	2
4. MEMBERSHIP	4
5. VOTING RIGHTS	4
6. DIRECTORS	4
7. OFFICERS	5
8. ADDITIONS TO PROPERTIES AND MEMBERSHIP	5
9. INDEMNIFICATION	5
10. BY-LAWS	6
11. AMENDMENTS	6
12. DURATION	6
13. SUBSCRIBERS	7

ARTICLES OF INCORPORATION

OF

CAPE CROSSING TOWNHOMES HOMEOWNERS ASSOCIATION, INC.

The undersigned, by these Articles, associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, as amended, and certify as follows:

ARTICLE I

NAME AND ADDRESS

The name of the corporation shall be CAPE CROSSING TOWNHOMES HOMEOWNERS ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the Association, and shall have as its mailing address, 2750 Tingley Drive, Merritt Island, FL 32953, or at such other place as the Board of Directors may designate at some future time.

ARTICLE II

PURPOSE

2.1 The purpose for which the Association is organized is to promote the recreation, health, safety, and welfare of the residents within CAPE CROSSING TOWNHOMES, more particularly described per the recorded Plot Plan or Survey recorded in the Public Records of Brevard County, Florida and such additions thereto as may hereafter be brought within the jurisdiction of this corporation by annexation as provided in Article VIII herein, hereafter referred to as "The Properties".

2.2 The corporation does not contemplate pecuniary gain or profit, direct or indirect, to its members and the Association shall make no distributions of income to its members, directors or officers.

2.3 Surface water or Stormwater Management System means a system which is designated and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, or use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system.

2.4 The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water shortage, conveyance or other surface water or stormwater management capabilities as permitted. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted or, if modified, as approved by the applicable governmental agency.

2.5 The Association shall operate, maintain and manage the surface water or stormwater management system(s) in a manner consistence with the St. Johns River Water Management District Permit # _____ requirements and applicable district rules, and shall assist in the enforcement of the Declaration of Covenants and Restrictions which relate to the surface water or stormwater management system.

ARTICLE III

POWERS

3.1 The Association shall have all the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these articles.

3.2 The Association shall have all of the powers and duties set forth in Chapters 617 and 720, Florida Statutes, and in the Declaration of Covenants, Conditions and Restrictions to be recorded in the Public Records of Brevard County, Florida, as it may be amended from time to time, and all of the powers and duties reasonably necessary to operate and maintain the CAPE CROSSING TOWNHOMES, including but not limited to those set forth below.

3.3 The Association shall have the power to fix and levy assessments against The Properties, which assessments shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in The Properties, and in particular for the improvement and maintenance of properties, services and facilities devoted to the purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon The Properties, including, but not limited to:

- a. Payment of operating expenses of the Association;
- b. Maintenance, repair and replacement of townhome roofs, exterior townhome and building surfaces, excluding garage doors and windows, but including painting and/or sealant of exterior walls, security lighting, street lighting, landscaping, roadways, and all improvements on the Property other than the interiors of the townhomes.
- c. Doing any other thing necessary or desirable, in the judgment of the Association, to keep the subdivision neat and attractive or to preserve or enhance the value of the properties therein, or to eliminate fire, health or safety hazards, or, which in the judgment of the Association, may be of general benefit to the owners or occupants of lands included in the subdivision;
- d. Repayment of funds and interest thereon, borrowed by the Association.
- e. The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.
- f. The assessments shall be used for the maintenance and repair of the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements.
- g. Maintain comprehensive general liability insurance coverage covering all of the Common Properties as defined in the Declaration of Covenants, Conditions and Restrictions of CAPE CROSSING TOWNHOMES for the recorded plot plan or survey recorded in the Public Records of Brevard County, Florida as it may be amended in the future. Coverage limits shall be at least \$1,000,000.00 for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage under this policy shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of person in connection with the operation, maintenance or use of the common properties and legal liability arising out of lawsuits or related to employment contracts of the association, if available at a reasonable cost. Such policies shall provide that they may not be canceled or substantially modified, by any party, without at least ten (10) days prior written notice to the Association and to each holder of a first mortgage on any lot. In addition the Association shall obtain and maintain for the benefit of the Officers and Directors of the Association a policy or policies of insurance insuring the Association, its Officers and Directors against liability resulting from the errors and/or omissions of the Officers and/or Directors in the amount of no less than \$1,000,000.00. Said policy shall also contain an extended reporting period endorsement (a tail) for a two (2) year period. The comprehensive general liability insurance coverage shall

name the Officers and Directors of the Association as insureds.

- h. The Association shall obtain, maintain, and pay the premiums upon, as a common expense, a “master” or “Blanket” type policy of property insurance covering all of the townhomes and common property, (except land, foundation and excavation costs) including fixtures and other common personal property belonging to the Association. All references herein to a “master” or “blanket” type policy of property insurance shall denote townhomes insurance coverage including windstorm. The master policy does not insure the interior of the townhome and its contents against losses or damages and does not provide liability coverage for the interior of the townhome.
- i. If the townhomes are located within an area which has been officially identified by the Secretary of Housing and Urban Development as having special flood hazards and for which floor insurance has been made available under the National Flood Insurance Program (NFIP), the Association shall obtain and pay the premiums upon, as a common expense, a “master” or “blanket” policy of flood insurance on the buildings and any other property covered by the required form of policy (herein insurable property), in an amount deemed appropriate by the Association.

ARTICLE IV

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject, by covenants of record, to assessment by this Association, shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of any obligation shall not be a member. The requirement of membership shall not apply to any mortgagee or third person acquiring title by foreclosure or otherwise, pursuant to the mortgage instrument, or those holding by, through or under such mortgagee or third person.

ARTICLE V

VOTING RIGHTS

Each owner of a lot shall be entitled to one vote for each lot owned in CAPE CROSSING TOWNHOMES. The Developer shall exercise total control of the Association until the Developer transfers control of the Association to lot owners other than the Developer which shall be the earlier of three (3) months after ninety (90%) percent of the lots have been conveyed to owners by the Developer or fifteen (15) years from the date of the closing of the first sale of a lot to a third party, whichever occurs first.

ARTICLE VI

DIRECTORS

6.1 The affairs of the Association shall be managed by a Board of Directors consisting of no less than three (3) Directors. The initial Board of Directors shall consist of three (3) Directors who shall hold office until the election of their successors as specified in the By-Laws.

6.2 The names and addresses of the members of the first Board of Directors, who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

Martin C. Flynn, Jr.

522 S. Hunt Club Blvd., #228
Apopka, Florida 32703

Horton S. Johnson

522 S. Hunt Club Blvd., #228
Apopka, Florida 32703

Michael McPhillips

522 S. Hunt Club Blvd., #228
Apopka, Florida 32703

ARTICLE VII

OFFICERS

The affairs of the Association shall be administered by the officers as designated in the By-Laws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association, and they shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

Martin C. Flynn, Jr
President

522 S. Hunt Club Blvd #228
Apopka, FL 32703

Horton S. Johnson
Vice President

522 S. Hunt Club Blvd #228
Apopka, FL 32703

Michael McPhillips
Secretary

522 S. Hunt Club Blvd #228
Apopka, FL 32703

ARTICLE VIII

ADDITIONS TO PROPERTIES AND MEMBERSHIP

Additions to the Properties described in Article II may be made only in accordance with the provisions of the covenants and restrictions applicable to said properties. Such additions, when properly made under the applicable covenants, shall extend the jurisdiction, functions, duties and membership of this corporation to such properties. Where the applicable covenants require that certain additions are approved by this corporation, such approval must have the assent of a majority of the votes of each class of membership who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all members at least fourteen (14) days in advance and shall set forth the purpose of the meeting.

ARTICLE IX

INDEMNIFICATION

Every Director and every Officer of the Association shall be indemnified, held harmless and defended by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or Officer seeking such reimbursement or indemnification, indemnification herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The policy shall contain an Extended Reporting Period Endorsement (A Tail for a two (2) year period. 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. The intent of this indemnification is to afford protection to the Directors and Officers of the Association to the maximum extent allowed by law. The approval of seventy-five (75%) percent of the Board of Directors and seventy-five (75%) percent of the owners of lots in the subdivision shall be required to amend this article.

ARTICLE X

BY-LAWS

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

ARTICLE XI

AMENDMENTS

Amendments to the Articles of incorporation shall be proposed and adopted in the following manner:

11.1 Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

11.2 A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by a majority of the voting interests of the Association. except for Article IX a resolution adopting a proposed amendment must bear the approval of not less than a majority of the Board of Directors and not less than a majority of the voting interests of the Association.

11.3 In the alternative, an amendment may be made by an agreement signed and acknowledged by all members of the Association, in the manner required for the execution of the Deed.

11.4 No amendment shall make any changes in, or be effective to impair or dilute any rights of members that are governed by the recorded covenants and restrictions applicable to the Properties as, for example, qualification for membership and voting rights of members, which are part of the property interests created thereby.

11.5 A copy of each amendment shall be certified by the Secretary of State, State of Florida, and be recorded in the Public Records of Brevard County, Florida.

11.6 Any amendment to these articles or to the Covenants and Restrictions which alter the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

ARTICLE XII

DURATION

12.1 Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association 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 surface water or stormwater management system must be transferred to and accepted by an entity which will comply with Section 62-330.310, of the Florida Administrative Code (operations and maintenance), and be approved by the St. Johns River Water Management District prior to such termination, dissolution or final liquidation.

ARTICLE XIII

SUBSCRIBERS

The names and addresses of the subscribers to these Articles on Incorporation are as follows:

CURTIS R. MOSLEY, Esquire

1221 East New Haven Avenue
Melbourne, FL 32901

IN WITNESS WHEREOF, the subscribers have hereunto affixed their signatures on the _____ day of _____, 20____.

CURTIS R. MOSLEY

STATE OF FLORIDA)
)
COUNTY OF BREVARD)

BEFORE ME, the undersigned authority, on this day personally appeared CURTIS R. MOSLEY, the Subscriber of CAPE CROSSING TOWNHOMES HOMEOWNERS ASSOCIATION, INC. a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification and did (did not) take an oath.

Notary Public
My commission expires:

CERTIFICATE OF REGISTERED AGENT

PURSUANT to Chapter 48.091, Florida Statutes, the following is submitted in compliance with said act: CAPE CROSSING TOWNHOMES HOMEOWNERS ASSOCIATION, INC. desiring to organize under the laws of the State of Florida, with its principal office, as indicated in the Articles of Incorporation, in Melbourne, County of Brevard, State of Florida, has named CURTIS R. MOSLEY, located at 1221 E. New Haven Avenue, Melbourne, Florida 32901, as its agent to accept service of process for the above-stated corporation, at the place designated in this certificate. I hereby am familiar and accept the duties and responsibilities as registered agent for CAPE CROSSING TOWNHOMES HOMEOWNERS ASSOCIATION, INC., and agree to comply with the provisions of said act relative to keeping open said office.

CURTIS R. MOSLEY
Registered Agent