

ARTICLES OF INCORPORATION

OF

CARIBBEAN COVE

ASSOCIATION, INC.

In compliance with the requirements of Florida Statute 617, the undersigned, all of whom are residents of CARIBBEAN COVE and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is CARIBBEAN COVE ASSOCIATION, INC., hereinafter called the "Association".

ARTICLE II

The principal office of the Association is located at 13189-94th Avenue North, Seminole, Florida 34646.

ARTICLE III

JAMES P. LITZ, whose address is 13189-94th Avenue North, Seminole, Florida 34646, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

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 residence Lots and Common Area within that certain tract of property described on Exhibit "A" attached and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the

"Declaration", applicable to the property and recorded or to be recorded in the Office of the Clerk of the Circuit Court of Pinellas County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

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

(c) 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 in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of 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;

(e) 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 agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise;

(h) notwithstanding anything herein to the contrary, the Corporation shall exercise only such powers as are in furtherance of the exempt purposes of organizations set forth in Section 501(c)(7) of the Internal Revenue Code and its regulations as the same now exist or as they may be hereafter amended from time to time;

(i) the Corporation shall have no power to declare dividends, and no part of its net earnings shall inure to the benefit of any member or director of the Corporation or to any other private individual. The Corporation shall have no power or authority to engage in activities which consist of carrying on propaganda or otherwise attempting to influence legislation or to participate in, or intervene in, any political campaign on behalf of any candidate for public office;

(j) the Corporation shall have no capital stock.

ARTICLE V

MEMBERSHIP

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Lot Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one 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 determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class B membership equal zero.
- (b) On December 31, 1992.

Each Lot Owner shall automatically be a member of the Association and an Owner of more than one (1) Lot shall be entitled to a vote for each Lot owned. Membership shall be acquired by recording in the Public Records of the county within which the land is situate, a Deed or other instrument establishing record title to the Lot in CARIBBEAN COVE. The Owner thus designated in the Deed or instrument becomes a member of the Association and the membership of the prior Owner is thereby terminated.

Notwithstanding anything set forth herein to the contrary until the turnover of the Association to Owners

other than the Developer as provided above the Developer shall always have control of the Board of Directors and shall be entitled to vote at least four (4) members to that Board.

ARTICLE VI

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board not less than three (3) and not more than five (5) Directors, who need not be members of the Association. The number of Directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

<u>JAMES P. LITZ</u>	<u>13189 - 94th Ave. N., Seminole, FL 34646</u>
<u>Dolores LITZ</u>	<u>13189 - 94th Ave. N., Seminole, FL 34646</u>
<u>MICHAEL LITZ</u>	<u>13189 - 94th Ave. N., Seminole, FL 34646</u>
<u>James J. Litz</u>	<u>13189 - 94th Ave. N., Seminole, FL 34646</u>

At the first annual meeting following the Turnover Date, the members shall elect five (5) directors, three (3) Directors for a term of one (1) year, two directors for a term of (2) years, and at each annual meeting after the first year the members shall elect directors whose term has expired for a term of two (2) years.

ARTICLE VII

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. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes or in the alternative, conveyed to each Lot Owner as an appurtenance to the Lot in the same

proportion as each Lot bears to the total number of Lots in CARIBBEAN COVE SUBDIVISION.

ARTICLE VIII

DURATION

The Corporation shall exist perpetually.

ARTICLE IX

AMENDMENTS

Amendment of these Articles shall require the assent of seventy-five percent (75%) of the entire membership.

Provided, however, that no Amendment shall make any changes in the qualifications for membership nor the voting rights of the members, nor any change in Article V, without approval in writing by all members and the joinder of all record owners of mortgages in CARIBBEAN COVE and until turnover with the written approval of the Developer. No amendments shall be made without the written approval of the Developer if such Amendments shall cause an assessment of the Developer as a Lot Owner for capital improvements, constitute an action that would be detrimental to the sales of lots by the Developer or any of its dwelling units, or any other such action which would inhibit, impair or otherwise preclude the rights reserved to the Developer by way of the Declaration of Covenants, Conditions and Restrictions.

ARTICLE X

INDEMNIFICATION

Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceedings or the 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 when the Director or Officer is adjudged guilty of willful misfeasance, malfeasance, or nonfeasance, or found to have breached his fiduciary duty, in the performance of his duties. The foregoing right of indemnification shall be in addition to and exclusive of all other rights and remedies to which such Director or Officer may be entitled.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 8th day of July, 1988.

As witnessed by:

Linda S. Lord
Linda S. Lord
Linda S. Lord
Linda S. Lord

James P. Litz
JAMES P. LITZ

Dolores A. Litz
DOLORES LITZ

Michael Litz
MICHAEL LITZ
James J. Litz
JAMES J. LITZ

STATE OF FLORIDA)
COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared JAMES P. LITZ, DOLORES LITZ and MICHAEL LITZ, to me known as the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of July, 1988..

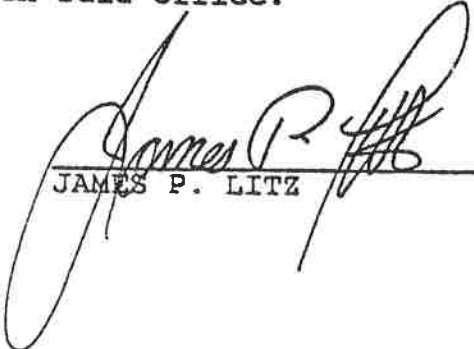
Linda S. Lord
Notary Public

My Commission Expires:

Notary Public State of Florida at Large
My Commission Expires April 07, 1989
Bonded By Iowa National Ins. Co.

ACCEPTANCE OF REGISTERED AGENT

Having been named to accept service of process of the above stated Association at the place designated in this Certificate, pursuant to Chapter 48.091 and Chapter 617.023 of the Florida Statutes, I hereby accept to act in this capacity, and agree to comply with the provisions of said Act relative to keeping open said office.



JAMES P. LITZ (SEAL)

RAL#4/CAR.ART1-6
RAL/sc:88-59
4-6-88