
ARTICLES OF INCORPORATION OF MANGO PARK HOME OWNERS ASSOCIATION, INC.

A Corporation Not For Profit

The undersigned hereby forms a corporation not for profit under Chapter 617, Florida Statutes, and certifies as follows:

ARTICLE I. NAME

1.1 Name: The name of the corporation shall be "Mango Park Home Owners Association, Inc.". For convenience the corporation shall herein be referred to as the "Association".

ARTICLE II. PURPOSE

2.1 **Purpose:** The purpose for which the Association is organized is to provide an entity for the maintenance, preservation, management and architectural control of the Lots and Common Property within Mango Park Northwest, a planned community located in Manatee County, Florida, same to be in accordance with the "Declaration of Covenants, Conditions, Restrictions and Easements for Mango Park Northwest", herein called the "Covenants", which is to be recorded in the Public Records of Manatee County, Florida, as same may be amended. The Association shall have the further purpose of promoting the health, safety and welfare of the owners and residents of Mango Park Northwest.

2.2 **Distribution of Income:** The Association shall make no distribution of income to its members, directors, or officers.

ARTICLE III. POWERS

3.1 **Common Law and Statutory Powers:** 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, or the Covenants.

3.2 **Specific Powers:** The Association shall have all of the powers and duties set forth in the Covenants, as amended from time to time, except as validly limited by these Articles and by said Covenants, and all of the powers and duties reasonably necessary to own and operate the Common Property of Mango Park Northwest pursuant to said Covenants and to perform the maintenance, administrative, managerial and other functions for Mango Park Northwest as provided in said Covenants, as they may be amended from time to time, including but not limited to the following:

- (a) To make and collect assessments against members as Lot owners to defray the cost of common expenses of Mango Park Northwest as provided in the Covenants.
- (b) To use the proceeds of assessments in the exercise of its powers and duties.
- (c) To accept, hold title to, own, purchase, acquire, replace, improve, manage, maintain and administer the use of the Common Property of Mango Park Northwest in accordance with the Covenants.

- (d) To purchase insurance upon the Common Property, and for the protection of the Association and its members.
- (e) To reconstruct improvements to the Common Property after casualties and further to improve the Common Property in accordance with the Covenants.
- (f) To adopt and amend reasonable rules and regulations respecting the use of the Common Property in accordance with the Covenants.
- (g) To enforce by legal means the provisions of the Covenants, the By-Laws of the Association and Regulations duly adopted by the Association.
- (h) To furnish or otherwise provide for such private services as the Board of Directors in its discretion determines necessary or appropriate.
- (i) To pay any real and personal property taxes and other charges assessed against the Common Property unless same are separately assessed to the Owners.
- (j) To obtain all required utility and other services for the Common Property.
- (k) To maintain architectural control over Mango Park Northwest in accordance with the Covenants.
- (l) To negotiate and contract for cable television and such other materials and services for the benefit of the Lot Owners who subscribe to or elect to accept such materials or services in accordance with the Covenants.
- (m) To borrow money.
- (n) To establish a special tax district for the performance of all or a part of the maintenance or other functions provided by the Covenants as the responsibility of the Association.
- (o) To employ personnel at reasonable compensation to perform the services required for the proper carrying out of the Association responsibilities.
- (p) To prepare and maintain such parts of Mango Park Northwest as may be provided in the Covenants.
- (q) To exercise such further authority as may be reasonably necessary to carry out each and every of the obligations of the Association set forth in the Covenants, these Articles or the By-Laws, including any right or power reasonably to be inferred from the existence of any other right, power, duty, or obligation given to the Association, or reasonably necessary to effectuate its obligations under the Covenants.
- (r) To operate and maintain a stormwater management system as exempted or permitted by the Southwest Florida Water Management District, or any other system as required by any other jurisdictional Governmental Regulatory Body or Agency.

3.3 **Assets Held In Trust:** All funds and the title of all properties acquired by the Association and the proceeds thereof shall be held in trust for the members, in accordance with the provisions of the Covenants, these Articles of Incorporation and the By-Laws of the Association.

3.4 **Limitation on Exercise of Powers:** The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the laws of the State of Florida, the Covenants, these Articles and the By-Laws of the Association.

ARTICLE IV. MEMBERS

4.1 **Members:** The members of the Association shall consist of all of the record owners of Lots in Mango Park Northwest subject to the Covenants and operated hereby.

4.2 **Change of Membership: Change of membership in** the Association shall be established by the recording in the Public Records of Manatee County, Florida, of a deed or other instrument establishing a change of record title to a Lot in Mango Park Northwest and the delivery to the Association of a copy of such instrument. The owner designated in such instrument shall thereupon become a member of the Association and the membership of the prior owner shall thereupon be terminated, as provided in the By-Laws.

4.3 **Limitation on a Transfer of Shares of Assets:** The share 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 Lot of a member.

4.4 **Voting:** The Owner of each Lot shall be entitled to one vote as a member of the Association, subject to the rights of the Developer as provided in the Covenants. The manner of exercising voting rights shall be determined by the By-Laws of the Association. Owners owning more than one Lot shall be entitled to one vote for each Lot owned.

ARTICLE V. DIRECTORS

5.1 **Board of Directors:** The affairs of the Association shall be managed by a Board of Directors consisting of an odd number of members determined from time to time in accordance with the By-Laws. In no event shall the Board of Directors consist of fewer than three (3) Directors. Directors shall be members of the Association except as otherwise provided.

5.2 **Election of Directors:** Directors of the Association shall be elected at the annual meeting of the members, in the manner provided by the By-Laws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the By-Laws.

5.3 First Board of Directors: The names and addresses of the initial Board of Directors, who have been selected by the Developer and who shall serve until their successors are elected and have qualified or until they resign or are removed, are as follows:

John R. Grubb P.O. Box 14749, Bradenton, FL 34280-4749 A.

J. Ingle P.O. Box 14749, Bradenton, FL 34280-4749

Barbara A. Ingle P.O. Box 14749, Bradenton, FL 34280-4749

The initial Directors designated by Developer herein, and any Directors subsequently designated or appointed or elected by Developer need not be members of the Association. All other Board members shall be members of the Association.

ARTICLE VI. OFFICERS

6.1 Officers: The affairs of the Association shall be administered by a President, Secretary, Treasurer and such other officers as may from time to time be created by the Board of Directors as permitted by the By-Laws. Officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the Association and shall serve at the pleasure of the Board. Offices may be combined as provided in the By-Laws. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

John R. Grubb, President P.O. Box 14749, Bradenton, FL 34280-4749

A. J. Ingle, Vice-President P.O. Box 14749, Bradenton, FL 34280-4749

Barbara A. Ingle, Secretary/Treasurer P.O. Box 14749, Bradenton, FL 34280-4749

ARTICLE VII. INDEMNIFICATION

7.1 Indemnification: Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including legal fees, reasonably incurred by, or imposed upon him in connection with any proceeding 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 and wanton misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests 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.

7.2 Insurance: The Board of Directors of the Association may purchase Insurance to insure all Directors, Officers or agents, past and present, against all expenses and liabilities as set forth above. The premiums for such insurance shall be paid by the members of the Association as part of the common expenses.

ARTICLE VIII. BY-LAWS

8.1 By-Laws: The first By-Laws of the Association shall be adopted by the Board of Directors, and may be altered, amended or rescinded by a majority of the Board, except as otherwise may be provided by the By-Laws and the Covenants.

ARTICLE IX. AMENDMENTS

9.1 Amendments: These Articles may be altered, amended or modified upon the affirmative vote of the owners of a majority of the Lots in Mango Park Northwest. Provided, however, that these Articles may be altered, amended or modified by Developer, or its Successor as such Developer, during the time that Developer has the right to and does control the Association in accordance with the Covenants. Amendments may be proposed by resolution of the Board of Directors or by the owners of any three (3) Lots. Provided, however, that no amendment affecting the Developer, or its successors or assigns as the Developer of Mango Park Northwest, as defined in the Covenants, shall be effective without the prior written consent of the Developer, its successors or assigns as such Developer. Provided, further that no amendment shall make any change in the qualification for membership nor the voting rights of members without the approval of all members. No amendment shall be made which is in conflict with the Covenants.

ARTICLE X. EXISTENCE

10.1 Existence: The term of the Association shall be perpetual.

ARTICLE XI. SUBSCRIBER

11.1 Subscriber: The name and address of the subscriber of these Articles of Incorporation is as follows:

A. J. Ingle
P.O. Box 14730
Bradenton, Florida 34280-4730

ARTICLE XII. REGISTERED OFFICE AND AGENT

12.1 **Registered Agent:** The Association hereby appoints A. J. Ingle of P.O. Box 14749, Bradenton, FL 34280-4749, as its Registered Agent and Resident Agent under the laws of Florida. By affixing his signature hereto, the said A. J. Ingle does hereby accept said designation and appointment, and the office of the Association shall be at said address.

IN WITNESS WHEREOF, the subscriber has executed these Articles this 14th day of May, 1991.

MANGO PARK HOME OWNERS ASSOCIATION, INC.

By: _____ /S/

ACCEPTANCE BY REGISTERED AGENT

The undersigned, A. J. Ingle, does hereby accept the foregoing designation and appointment as Registered Agent of the above corporation.

Dated this 14th day of May, 1991.

_____ /S/
A. J. INGLE

STATE OF FLORIDA

COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 14th day of May, 1991, by A. J. Ingle.

_____ /S/
Notary Public

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