

N/030000000624

Jan-24-2003 09:02am

From: RUDEN, MCCLOSKEY

954764996

1-401 0017016 F-433

FILED

03 JAN 27 AM 9:12

Florida Department of State
Division of Corporations
Public Access System

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H03000031606 4))

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

Division of Corporations
Fax Number : (850)205-0381

From:

Account Name : RUDEN, MCCLOSKEY, SMITH, SCHUSTER & RUSSELL, P.A.
Account Number : 076077000521
Phone : (954)527-2428
Fax Number : (954)764-4996

FLORIDA NON-PROFIT CORPORATION

Parkland Golf & Country Club Foundation, Inc.

Certificate of Status	1
Certified Copy	1
Page Count	15
Estimated Charge	\$87.50

Electronic Filing Menu

Corporate Filing

Public Access Help

0625

FILED

03 JAN 27 AM 9:12

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLES OF INCORPORATION
OF
PARKLAND GOLF & COUNTRY CLUB FOUNDATION, INC.
(A Florida Corporation Not For Profit)**

In order to form a corporation not for profit under and in accordance with the provisions of Chapter 617 of the Florida Statutes, the undersigned hereby incorporates this corporation not for profit for the purposes and with the powers hereinafter set forth, and, to that end, the undersigned, by these Articles of Incorporation, certifies as follows:

ARTICLE I
DEFINITIONS

The following words and phrases when used in these Articles of Incorporation (unless the context clearly reflects another meaning) shall have the following meanings:

1. "Articles" shall mean these Articles of Incorporation and any amendments hereto.
2. "Assessments" shall mean the assessments for which all Owners (as hereinafter defined) are obligated to the Foundation (as hereinafter defined) and include "Individual Assessments," "Neighborhood Assessments," and "Special Assessments" (as such terms are defined in the Declaration) and any and all other assessments which are levied by the Foundation in accordance with the Parkland Golf & Country Club Documents.
3. "Board" shall mean the Board of Directors of the Foundation.
4. "By-Laws" shall mean the By-Laws of the Foundation and any amendments thereto.
5. "Committed Property" shall mean the portions of the "Total Property," (as defined in the Declaration) which are committed and subject to the provisions of the Declaration, together with the portions of the Total Property which may hereafter become Committed Property pursuant to the recordation of one or more "Supplemental Declarations" (as defined in the Declaration) in the Public Records.
6. "County" shall mean Broward County, Florida.
7. "Declarant" shall mean WCI Communities, Inc., a Delaware corporation, and any successor(s) or assign(s) thereof to which WCI specifically assigns all or part of the rights of Declarant in the Declaration by an express written assignment, whether or not recorded in the Public Records. An Owner or "Builder" (as defined in the Declaration) shall not, solely by the purchase of a Home and/or Lot in Parkland Golf & Country Club, be deemed a successor or assign of Declarant under the Parkland Golf & Country Club Documents unless such Owner or Builder is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Declarant.

H030000316064

11-22-2003 10:00 7

8. **"Declaration"** shall mean the Parkland Golf & Country Club Declaration, which is intended to be recorded amongst the Public Records of the County, together with all amendments and modifications thereof, including any Supplemental Declarations.

9. **"Director"** shall mean a member of the Board.

10. **"Foundation"** shall mean Parkland Golf & Country Club Foundation, Inc., a not-for-profit Florida corporation, its successors and assigns, existing pursuant to these Articles, which Foundation is responsible for the maintenance and preservation of Parkland Golf & Country Club as set forth in the Declaration. The "Foundation" is NOT a condominium association and is not intended to be governed by Chapter 718, the Condominium Act, Florida Statutes.

11. **"Foundation Expenses"** shall mean the expenses for which Owners and other specified parties shall be liable to the Foundation, which shall consist of all costs and expenses incurred by the Foundation in carrying out its policies and duties under this Declaration or any other Parkland Golf & Country Club Documents and any other expenses designated as Foundation Expenses by the Foundation, as more particularly set forth in Article IV of the Declaration.

12. **"Foundation Property"** shall mean that portion of the Total Property, together with any "Improvements" (as defined in the Declaration) located thereon, which is designated as Foundation Property in accordance with and subject to the terms set forth in Section 2.3 of the Declaration.

13. **"Golf Club Owner"** shall initially mean WCI Communities, Inc., its successors and/or assigns, the owner of the "Golf Club" (as defined in the Declaration). Ultimately, the Golf Club shall be owned by its equity members.

14. **"Home"** shall mean a residential dwelling unit constructed within Parkland Golf & Country Club which is designed and intended for use and occupancy as a single-family residence and includes, but is not limited to, a detached single-family home, a zero lot line single-family home, a residential unit contained in a townhouse or high-rise building, whether or not such residential unit is subject to the condominium form of ownership, owned in fee simple or in another form of ownership or possession, and includes any interest in land, improvements, or other property appurtenant to the Home.

15. **"Lot"** shall mean any parcel of land within Parkland Golf & Country Club as shown on the Plat upon which a Home is permitted to be constructed, together with the Improvements thereon, if any, and any portion of the Committed Property within Parkland Golf & Country Club that is declared to be a Lot by a Supplemental Declaration and is not subsequently withdrawn from the provisions of this Declaration by a Supplemental Declaration.

16. **"Member(s)"** shall mean the "Class A Members" and the "Class B Member," as described in Article V.D. of these Articles.

17. "Neighborhood" shall mean any development of Homes and/or Lots within the Committed Property which is designated as a Neighborhood in the Declaration or any "Supplemental Declaration" (as defined in the Declaration) or amendment thereto.

18. "Neighborhood Association" shall mean any property owners' association, owners' association, condominium association, or any other mandatory membership entity, its successors and assigns, responsible for administering a Neighborhood.

19. "Owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot and/or Home within Parkland Golf & Country Club and shall include Declarant for as long as Declarant owns fee simple title to a Lot and/or Home, unless and except to the extent otherwise expressly provided herein, but excluding therefrom those having such interest as security for the performance of an obligation.

20. "Parkland Golf & Country Club" shall mean the planned residential community planned for development in stages on the Total Property. Parkland Golf & Country Club is intended to contain various separate and distinct residential communities and such other uses as Declarant determines in its sole discretion and which are in conformance with applicable zoning requirements and/or governmental regulations. Parkland Golf & Country Club shall initially consist of the Committed Property and may be expanded to include the "Uncommitted Property" (as defined in the Declaration) or a portion thereof, by the recording of a Supplemental Declaration in the Public Records committing such additional lands. The definition and/or description of Parkland Golf & Country Club contained in the Parkland Golf & Country Club Documents is subject to amendment or modification by Declarant.

21. "Parkland Golf & Country Club Documents" shall mean the Declaration, these Articles, the By-Laws, the "Rules and Regulations," and the "Architectural Review Requirements" (as such terms are defined in the Declaration) and all of the instruments and documents referred to and/or incorporated herein and therein, including, but not limited to, amendments to any of the foregoing, as applicable.

22. "Plat" shall mean any plat or replat of any portion of Parkland Golf & Country Club recorded in the Public Records.

11000000310064

ARTICLE II
NAME

The name of this corporation shall be **PARKLAND GOLF & COUNTRY CLUB FOUNDATION, INC.**, a Florida corporation not for profit, with a principal address and mailing address at 11575 Heron Bay Boulevard, Coral Springs, Florida 33076.

ARTICLE III
PURPOSES

The purpose for which the Foundation is organized is to take title to, operate, administer, manage, lease, and maintain the Foundation Property in accordance with the terms of, and purposes set forth in, the Parkland Golf & Country Club Documents and to carry out the covenants and enforce the provisions of the Parkland Golf & Country Club Documents.

ARTICLE IV
POWERS

The Foundation shall have the following powers and shall be governed by the following provisions:

A. The Foundation shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of the Parkland Golf & Country Club Documents.

B. The Foundation shall have all of the powers granted to the Foundation in the Parkland Golf & Country Club Documents. All of the provisions of the Declaration and By-Laws that grant powers to the Foundation are incorporated into these Articles.

C. The Foundation shall have all of the powers reasonably necessary to implement the purposes of the Foundation, including, but not limited to, the following:

1. To perform any act required or contemplated by it under the Parkland Golf & Country Club Documents.

2. To make, establish, amend, and enforce reasonable rules and regulations governing the use of the Foundation Property.

3. To make, levy, and collect Assessments for the purpose of obtaining funds from its Members to pay Foundation Expenses, other costs defined in the Declaration, and costs of collection, and to use and expend the Assessments in the exercise of the powers and duties of the Foundation.

4. To maintain, repair, replace, and operate the Foundation Property in accordance with the Parkland Golf & Country Club Documents.

H0300002120600

5. To sue and be sued and enforce by legal means the obligations of the Members and the provisions of the Parkland Golf & Country Club Documents.

6. To employ personnel, retain independent contractors and professional personnel, and enter into service contracts to provide for the maintenance, operation, administration, and management of the Foundation Property and to enter into any other agreements consistent with the purposes of the Foundation, including, but not limited to, agreements with respect to professional management of the Foundation Property and to delegate to such professional manager certain powers and duties of the Foundation.

7. To enter into the Declaration and any amendments thereto and instruments referred to therein.

8. To provide, to the extent deemed necessary by the Board, any and all services; do any and all things which are incidental to or in furtherance of things listed above or to carry out the Foundation mandate to keep and maintain Parkland Golf & Country Club in a proper and aesthetically pleasing condition; and to provide the Owners with services, amenities, controls, and enforcement that will enhance the quality of life at Parkland Golf & Country Club.

9. To acquire, own and convey real property, and to enter into agreements, or acquire leaseholds, easements, memberships and other possessory or use interests in lands or facilities which are intended to provide enjoyment, recreation or other use or benefit to the Members, whether or not such lands and facilities are contiguous to the lands of Parkland Golf & Country Club.

10. To operate and maintain the Committed Property as provided in the Declaration, including the "Surface Water Management System" (as defined in the Declaration), which shall be maintained in accordance with the "SFWMD Permit" and the "DPEP Permit" (as such terms are defined in the Declaration) therefore, as it or they may be amended from time to time.

11. Notwithstanding anything contained herein to the contrary, the Foundation shall be required to obtain the approval of three-fourths (3/4) of all Members (at a duly called meeting of the Members at which a quorum is present) prior to the engagement of legal counsel by the Foundation for the purpose of making, preparing, investigating, commencing, or initiating any lawsuit other than for the following purposes:

- (a) the collection of Assessments;
- (b) the collection of other charges which Owners are obligated to pay pursuant to the Parkland Golf & Country Club Documents;
- (c) the enforcement of any applicable use and occupancy restrictions contained in the Parkland Golf & Country Club Documents;

11-000000010004

(d) dealing with an emergency when waiting to obtain the approval of the Members creates a substantial risk of irreparable injury to the Foundation Property or to Member(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of three-fourths [3/4] of the Members); or

(e) filing a compulsory counterclaim.

ARTICLE V
MEMBERS AND VOTING

The qualification of Members of the Foundation, the manner of their admission to membership, the manner of the termination of such membership, and the manner of voting by Members shall be as follows:

A. Until such time as the first deed of conveyance of a Lot and/or Home from Declarant to an Owner is recorded amongst the Public Records ("First Conveyance"), the membership of the Foundation shall be comprised solely of the Declarant. Declarant shall be entitled to cast one (1) vote on all matters requiring a vote of the membership.

B. Membership in the Foundation for Owners other than Declarant shall be established by the acquisition of fee simple title to a Lot and/or Home as evidenced by the recording of an instrument of conveyance amongst the Public Records. Where title to a Lot and/or Home is acquired by conveyance from a party other than Declarant, whether by means of sale, gift, inheritance, devise, judicial decree, or otherwise, the person, persons, or entity thereby acquiring such Lot and/or Home shall not be a Member unless or until such Owner shall deliver a true copy of a deed or other instrument of acquisition of title to the Foundation.

C. Upon the First Conveyance, the Foundation shall have two (2) classes of voting membership:

1. "Class A Members" shall be all Members, with the exception of Declarant while Declarant is the Class B Member. Each Class A Member shall be entitled to one (1) vote for each Lot and/or Home owned.

2. "Class B Member" shall be the Declarant, who shall be entitled to three times the total number of votes of the Class A Members plus one. Class B membership shall cease and be converted to Class A membership upon the earlier to occur of the following events ("Turnover Date"):

(i) Three (3) months after the conveyance of ninety percent (90%) of the "Total Developed Lots" (as defined in Article X.C hereof) by Declarant, as evidenced by the recording of instruments of conveyance of such Lots amongst the Public Records; or

(ii) At such time as Declarant shall designate in writing to the Foundation.

H030000214011

The Board shall elect the President, Secretary, and Treasurer, and as many Vice Presidents, Assistant Secretaries, and Assistant Treasurers as the Board shall, from time to time, determine. The President shall be elected from amongst the membership of the Board, 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 office of President and a Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

**ARTICLE IX
FIRST OFFICERS**

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

President	Mark Smietana
Vice President	Andre Haluska
Secretary/Treasurer	Rosa Glave

**ARTICLE X
BOARD OF DIRECTORS**

A. There shall be three (3) Directors on the first Board of Directors of the Foundation ("First Board") and on the "Initial Elected Board" (as hereinafter defined). The number of Directors elected by the Members subsequent to the "Declarant's Resignation Event" (as hereinafter defined) shall be not less than three (3) nor more than five (5), as the Board shall from time to time determine prior to each meeting at which Directors are to be elected. Except for Declarant-appointed Directors, Directors must be Members or the parents, children, or spouses of Members. There shall be only one (1) vote for each Director.

B. The names and addresses of the persons who are to serve as Directors on the First Board are as follows:

<u>NAMES</u>	<u>ADDRESSES</u>
Mark Smietana	11575 Heron Bay Boulevard Coral Springs, Florida 33076
Andre Haluska	11575 Heron Bay Boulevard Coral Springs, Florida 33076
Rosa Glave	11575 Heron Bay Boulevard Coral Springs, Florida 33076

Declarant reserves the right to replace and/or designate and elect successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided.

HO 20 0 0 0 2 1 6 0 6 6 6

..... - 04

C. For purposes of these Articles, "Total Developed Lots" shall mean the seven hundred (700) Lots and one hundred twenty (120) condominium Homes Declarant intends to develop in Parkland Golf & Country Club, taken together. Notwithstanding the foregoing, Declarant has reserved the right in the Declaration to modify its plan of development for Parkland Golf & Country Club and to add land to and withdraw land from Parkland Golf & Country Club and, therefore, the total number of Lots and Homes within Parkland Golf & Country Club, and thus the term "Total Developed Lots," may refer to a number greater or lesser than eight hundred twenty (820). The number of Lots or Homes added to or withdrawn from Parkland Golf & Country Club and the revised number of Total Developed Lots will be set forth in a Supplemental Declaration recorded in the Public Records if additional land is added to or withdrawn from Parkland Golf & Country Club.

D. Upon the Turnover Date, the Members other than Declarant ("Purchaser Members") shall be entitled to elect not less than a majority of the Board. The election of not less than a majority of the Board by the Purchaser Members shall occur at a special meeting of the membership to be called by the Board for such purpose ("Initial Election Meeting"). The First Board shall serve until the Initial Election Meeting.

E. At the Initial Election Meeting, Purchaser Members, who shall include all Members other than Declarant, the number of which may change from time to time, shall elect two (2) of the Directors, and Declarant, until the Declarant's Resignation Event, shall be entitled to designate one (1) Director, which three (3) Directors shall constitute the "Initial Elected Board." Declarant reserves and shall have the right, until the Declarant's Resignation Event, to name the successor, if any, to any Director it has so designated.

F. The Board shall continue to be so designated and elected, as described in Paragraph E above, at each subsequent "Annual Members' Meeting" (as defined in the By-Laws), until the Annual Members' Meeting following the Declarant's Resignation Event or until a Purchaser Member-elected Director is removed in the manner hereinafter provided.

A Director (other than a Declarant-appointed Director) may be removed from office upon the affirmative vote of a majority of the voting interests of Purchaser Members for any reason deemed to be in the best interests of the Purchaser Members. A meeting of the Purchaser Members to so remove a Director (other than a Declarant-appointed Director) shall be held upon the written request of ten percent (10%) of the Purchaser Members.

G. The Initial Election Meeting shall be called by the Foundation, through the Board, within sixty (60) days after the Purchaser Members are entitled to elect a majority of Directors as provided in Paragraph D hereof. A notice of meeting shall be forwarded to all Members in accordance with the By-Laws; provided, however, that the Members shall be given at least fourteen (14) days' notice of such meeting. The notice shall also specify the number of Directors which shall be elected by the Purchaser Members and the remaining number of Directors designated by Declarant.

H030000316064

H. Upon the earlier to occur of the following events ("Declarant's Resignation Event"), Declarant shall cause all of its designated Directors to resign:

1. When Declarant no longer holds at least five percent (5%) of the Total Developed Lots for sale in the ordinary course of business and all Lots sold by Declarant have been conveyed as evidenced by the recording of instruments of conveyance of such Lots amongst the Public Records; or

2. When Declarant causes the voluntary resignation of all of the Directors designated by Declarant and does not designate replacement Directors.

Upon Declarant's Resignation Event, the Directors elected by Purchaser Members shall elect a successor Director to fill the vacancy caused by the resignation or removal of the Director designated by Declarant. This successor Director shall serve until the next Annual Members' Meeting and until his successor is elected and qualified. In the event Declarant's Resignation Event occurs prior to the Initial Election Meeting, the Initial Election Meeting shall be called in the manner set forth in Paragraph G of this Article X, and all of the Directors shall be elected by the Purchaser Members at such meeting.

I. At each Annual Members' Meeting held subsequent to Declarant's Resignation Event, all of the Directors shall be elected by the Members. At the first Annual Members Meeting held after the Initial Election Meeting, a "staggered" term of office of the Board shall be created as follows:

1. a number equal to fifty percent (50%) of the total number of Directors rounded to the nearest whole number is the number of Directors whose term of office shall be established at two (2) years and the Directors serving for a two (2) year term will be the Directors receiving the most votes at the meeting; and

2. the remaining Directors' terms of office shall be established at one (1) year.

At each Annual Members' Meeting thereafter, as many Directors of the Foundation shall be elected as there are Directors whose regular term of office expires at such time, and the term of office of the Directors so elected shall be for two (2) years, expiring when their successors are duly elected and qualified.

J. The resignation of a Director who has been designated by Declarant or the resignation of an officer of the Foundation who has been elected by the First Board shall be deemed to remise, release, acquit, satisfy, and forever discharge such officer or Director of and from any and all manner of action(s), cause(s) of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims, and demands whatsoever, in law or in equity, which the Foundation or Purchaser Members had, now have, or will have or which any personal representative, successor, heir, or assign of the Foundation or Purchaser Members hereafter can, shall, or may have against said officer or Director for, upon or

Handwritten scribbles at the bottom right of the page.

110300003160111

by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of such resignation, except for such Director's or officer's willful misconduct or gross negligence.

**ARTICLE XI
INDEMNIFICATION**

Each and every Director and officer of the Foundation shall be indemnified by the Foundation against all costs, expenses, and liabilities, including, without limitation, Legal Fees incurred by or imposed upon him or her in connection with or by reason of his or her being or having been a Director or officer of the Foundation, and the foregoing provision for indemnification shall apply whether or not such person is a Director or officer at the time such cost, expense, or liability is incurred. Notwithstanding the foregoing, in the event of any such settlement, the indemnification provisions provided in this Article XI shall not be automatic, but shall apply only when the Board approves such settlement and reimbursement for the costs and expenses thereof as being in the best interest of the Foundation. In the event a Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties or admits to such guilt, the indemnification provisions of this Article XI shall not apply. The foregoing right of indemnification provided in this Article XI shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer of the Foundation may be entitled under statute or common law.

**ARTICLE XII
BY-LAWS**

The By-Laws shall be adopted by the First Board and thereafter may be altered, amended, or rescinded in the manner provided for in the By-Laws. In the event of any conflict between the provisions of these Articles and the provisions of the By-Laws, the provisions of these Articles shall control.

**ARTICLE XIII
AMENDMENTS**

A. Prior to the First Conveyance, these Articles may be amended only by an instrument in writing signed by the Declarant and filed in the Office of the Secretary of State of the State of Florida.

B. After the First Conveyance but prior to the Turnover Date, these Articles may be amended solely by a majority vote of the Board, without the prior written consent of the Members, at a duly called meeting of the Board.

C. After the Turnover Date, these Articles may be amended in the following manner:

1. (a) The Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the Members, which may be at either the Annual Members' Meeting or a special meeting. Any number of proposed amendments may be submitted to the Members and voted upon by them at one meeting.

110300003160111

.....316004

(b) Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member within the time and in the manner provided in the By-Laws for the giving of notice of meetings.

(c) At such meeting, a vote of the Members shall be taken on the proposed amendment(s). The proposed amendment(s) shall be adopted upon receiving the affirmative vote of a majority of the voting interests.

2. An amendment may be adopted by a written statement (in lieu of a meeting) signed by the requisite number of Members which would have been required to pass the amendment if all members were present and voting at a meeting, together with all members of the Board, setting forth their intention that an amendment to the Articles be adopted.

D. These Articles may not be amended without the written consent of a majority of the members of the Board.

E. Notwithstanding any provisions of this Article XIII to the contrary, these Articles shall not be amended in any manner which shall prejudice the rights of: (i) Declarant, without the prior written consent thereto by Declarant, for so long as Declarant holds either a leasehold interest in or title to at least one (1) Lot and/or Home; (ii) any Lender without the prior written consent of such Lender; (iii) SFWMD without its prior written consent; (iv) the Golf Club Owner without its prior written consent; and (v) the Sports Club Owner without its prior written consent.

F. Notwithstanding the foregoing provisions of this Article XIII, no amendment to these Articles shall be adopted which shall abridge, amend, or alter the rights of Declarant hereunder, including, but not limited to, Declarant's right to designate and select members of the First Board or to otherwise designate and select Directors as provided in Article X hereof, nor shall any amendment be adopted or become effective without the prior written consent of Declarant.

G. Notwithstanding the foregoing provisions of this Article XIII, any amendment to Article IV.C.(11) shall require the affirmative vote of no less than eighty percent (80%) of the voting interests.

H. Any instrument amending these Articles shall identify the particular article(s) being amended and shall provide a reasonable method to identify the amendment being made. A certified copy of each such amendment shall be attached to any certified copy of these Articles, and a copy of each amendment certified by the Secretary of State shall be recorded amongst the Public Records.

H030000.31600411

FILED

03 JAN 27 AM 9:12

**ARTICLE XIV
REGISTERED OFFICE AND REGISTERED AGENT**

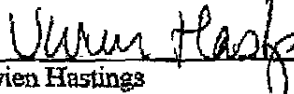
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The street address of the initial registered office of the Foundation is 24301 Walden Center Drive, Bonita Springs, Florida 34134, and the initial registered agent of the Foundation at that address shall be Vivien Hastings. The registered agent shall maintain all SFWMD permits and any amendments thereto for the benefit of the Foundation.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature, this 23rd day of January, 2003.


Vivien Hastings

The undersigned hereby accepts the designation of Registered Agent as set forth in Article XIV of these Articles of Incorporation and acknowledges that he/she is familiar with and accepts the obligations imposed upon registered agents under the Florida Not For Profit Corporation Act.


Vivien Hastings
Dated: January 23, 2003

STATE OF FLORIDA)
)
COUNTY OF LEE) SS:

The foregoing instrument was acknowledged before me this 23rd day of January 2003, by VIVIEN HASTINGS, the person described as the Incorporator of these Articles and who executed the foregoing Articles of Incorporation, who is personally known to me or who has produced _____ as identification.



Mary S. Cook
Commission # CC 916338
Expires March 6, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

Mary S. Cook (SEAL)
Notary Public
Mary S. Cook
Printed, Typed or Stamped Notary Name

My Commission Expires: 3/6/04

H030000316064