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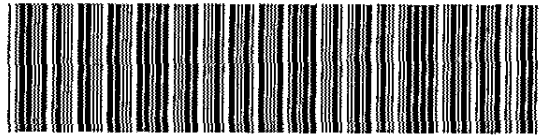
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CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 655469 3487A

AUTHORIZATION :

*Patricia Piquet*

COST LIMIT : \$ 78.75

ORDER DATE : May 17, 2004

ORDER TIME : 11:44 AM

ORDER NO. : 655469-005

CUSTOMER NO: 3487A

CUSTOMER: Ms. Heather J. Parker  
Icard Merrill Cullis Timm  
Furen & Ginsburg, Pa  
Suite 600  
2033 Main Street  
Sarasota, FL 34237

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DOMESTIC FILING

NAME: CALLISTA VILLAGE ASSOCIATION,  
INC.

XX ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY

CONTACT PERSON: Kimberly Moret - EXT. 2949

EXAMINER'S INITIALS: \_\_\_\_\_

**ARTICLES OF INCORPORATION**

**OF**

**CALLISTA VILLAGE ASSOCIATION, INC.  
(A Corporation Not-for-Profit)**

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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 by these Articles of Incorporation (the "Articles") hereby certifies as follows:

**Article I.  
DEFINITIONS**

All terms which are defined in the Declaration of Covenants and Restrictions for Callista Village (hereinafter referred to as the "Declaration") shall be used herein with the same meanings as defined in said Declaration.

**Article II.  
NAME**

The name of this Association shall be CALLISTA VILLAGE ASSOCIATION, INC. (hereinafter referred as the "Association"), whose present address is 2171 Ringling Blvd., Suite 102, Sarasota, Florida 34247.

**Article III.  
PURPOSES**

The purposes for which this corporation is organized are to operate, administer, manage and maintain the Common Open Space Areas or such portions thereof of Callista Village as are dedicated to or made the responsibility of the Association and all structures and facilities therein and to maintain the interior Lot irrigation system, lawn, ground cover and landscaping as provided in the Declaration or in any other Callista Village Documents, in accordance with the terms of and purposes set forth therein; and to conduct any lawful business permitted under the laws of the State of Florida for corporations not-for-profit in order to carry out the Declaration and enforce the provisions of any Callista Village Documents. The Association is not a condominium association under Chapter 718, Florida

**EXHIBIT "B"**  
**TO DECLARATION OF COVENANTS  
AND RESTRICTIONS FOR  
CALLISTA VILLAGE**

FAUSERS\SDR\SDR\CTIVOL\ARTICLES.514  
5/14/04

Statutes but is a Homeowner's Association under Chapter 720, Section 720.301-720.312, Florida Statutes.

#### Article IV. POWERS

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

A. The Association 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 Callista Village Documents, including to own and convey property and to sue and be sued.

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

1. To perform any act required or contemplated by it under the Declaration or any other Callista Village Documents.

2. To make, establish and enforce reasonable Rules governing the use of Callista Village or any portions thereof, including, without limitation, the Common Open Space Areas.

3 To make, levy and collect Assessments for the purpose of obtaining funds for the payment of Common Expenses in the manner provided in Callista Village Documents and to use and expend the proceeds of such Assessments in the exercise of the powers and duties of the Association.

4. To maintain, repair, replace and operate those portions of Callista Village that it is required to maintain, repair, replace and operate in accordance with the Callista Village Documents, including to operate and maintain the Surface Water Management System Facilities, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, flood plain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas.

5. To perform any act required or contemplated by state, regional, and/or county permit conditions

6. To perform any act required or contemplated by the Longwood Run PUD Master Documents.

7. To enforce the provisions of Callista Village Documents.

8. To employ personnel; to retain independent contractors and professional personnel; and to enter into service contracts to provide for the maintenance, operation and management of property, including to contract for services to provide for operation and maintenance of the Surface Water Management System Facilities if the Association shall employ a maintenance contractor; and to enter into any other agreements consistent with the purposes of the Association, including but not limited to agreements with respect to the professional management and to delegate to such professional management certain powers and duties of the Association.

C. The Association shall have all of the powers as a "homeowners' association" as set forth within Chapter 720, §720.301-720.312, Florida Statutes (2002), as may be subsequently amended from time to time.

#### Article V. MEMBERS AND VOTING

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

A. The Membership of the Association shall be comprised of the Owners (owners other than Developer are hereinafter sometimes collectively referred to as the "Owner Members"), including the Developer. Membership shall be established as hereinafter set forth.

B. An Owner Member's membership shall be established effective immediately upon such Person's becoming an Owner of a Lot. The new Owner Member shall present the Association with a copy of the recorded Warranty Deed or other muniments of title conveying the title to the Lot so conveyed. Membership shall pass with title to the Lot in question as an appurtenance thereto with no such membership or rights arising therefrom being transferable in any manner except as an appurtenance to such Lot.

C. Developer's Membership in the Association shall be established effective immediately upon the creation of the Association, and until the establishment and effectiveness of any other Owner Member's membership, the membership of the Association shall be comprised solely of Developer.

D. A Structure for which final certificates of occupancy had been issued but which has subsequently been destroyed or demolished shall be deemed, for the purpose of calculating eligible votes, to have the number of Lots which were contained in the original Structure until such time as a replacement Structure has been erected and a final certificate of occupancy issued therefor. Thereupon, the number of Lots in the replacement Structure shall control in lieu of the number of Lots so destroyed or demolished.

E. Voting Rights. The voting rights of the Members shall be as follows:

1. Number of Votes. Each Member shall possess one vote for each Lot.
2. Casting of Votes.

(a) Developer. Developer or the Person designated in Developer's written proxy shall cast the votes possessed by Developer as a Member at meetings of the Association. Nothing herein contained shall require that Developer cast in the same manner all the votes he is entitled to cast as a Member, and Developer may cast fewer than the total number of votes he possesses.

(b) Each Owner Member shall cast its vote(s) as a Member at meetings of the Association.

3. Person Entitled to Vote:

(a) The vote of Owner Members owning a Lot owned by more than one natural person or by a corporation or other legal entity shall be cast by the person ("Voting Member") named in a proxy or certificate of voting authorization ("Certificate") executed by all of the owners of the Lot, or, if appropriate, by properly designated officers, partners or principals of the respective legal entity and filed with the Secretary of the Association. If such a proxy or Certificate is not filed with the Secretary of the Association, the vote of such Lot shall not be considered for a quorum or for any other purpose.

(b) Whenever any Lot is owned by a husband and wife they may, but shall not be required to, designate a Voting Member. In the event a proxy or Certificate designating a Voting Member is not filed by the husband and wife, the following provisions shall govern their right to vote:

(i) Where both husband and wife are present at a meeting, each shall be regarded as the agent and proxy of the other for purposes of casting the vote for each Lot owned by them. In the event they are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.

(ii) Where only one (1) spouse is present at a meeting, the spouse present may cast their vote without establishing the concurrence of the other spouse, absent any prior written notice to the contrary to the Association by the other spouse. In the event of prior written notice to the contrary to the Association by the other spouse, the vote of their Lot shall not be considered.

(iii) Where neither spouse is present, the person designated in a proxy or Certificate signed by either spouse may cast their vote, absent any prior

written notice to the contrary to the Association by the other spouse or the designation of a different Voting Member by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a different Voting Member by the other spouse, the vote of their Lot shall not be considered.

F. Each and every Member shall be entitled to the benefits of membership, and shall be bound to abide by the provisions of Callista Village Documents.

Article VI.  
TERM

The term for which this Association is to exist shall be perpetual; however, if the Association shall be dissolved, the control or right of access to the property containing the Surface Water Management System Facilities shall be conveyed or dedicated to an appropriate governmental unit or public utility and if not accepted, then the Surface Water Management System Facilities shall be conveyed to another non-profit corporation similar to the Association.

Article VII.  
INCORPORATOR

The name and street address of the Incorporator of the Association is as follows:

<u>Name</u>	<u>Address</u>
Stephen D. Rees, Esquire	Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A. 2033 Main Street, Suite 600 Sarasota, Florida 34237

The rights and interests of the Incorporator shall automatically terminate when these Articles are filed with the Secretary of State of Florida.

Article VIII.  
BOARD OF DIRECTORS

A. The number of members of the first Board ("First Board") shall be three (3).

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

<u>Name</u>	<u>Address</u>
Gary Johnson	2127 Ringling Blvd., Suite 102 Sarasota, FL 34237
Piero Rivolta	2127 Ringling Blvd., Suite 102 Sarasota, FL 34237
David Jasch	2127 Ringling Blvd., Suite 102 Sarasota, FL 34237

The Board of Directors shall be elected according to the Bylaws.

Owner Members other than the Developer are entitled to elect at least a majority of the members of the Board of Directors when the earlier of the following events occurs:

(a) Three (3) months after ninety percent (90%) of the Lots in all phases of Callista Village that will ultimately be operated by the Association have been conveyed to Owner Members. For purposes hereof, this term "Owner Members other than Developer" shall not include builders, contractors, or others who purchase a Lot for the purpose of constructing improvements thereon for resale. The Developer is entitled to elect at least one member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Lots in all phases of Callista Village; or

(b) Such other earlier date at anytime upon a voluntary election of Developer, as more fully described in Article II.9 of the Declaration (herein the "Transfer Date").

C. 1. At the first Annual Members' Meeting after the Transfer Date, and at all Annual Members' Meetings thereafter, the number of Directors shall be increased to five (5). Three (3) shall be elected for a one (1) year term and two (2) shall be elected for a two (2) year term. At each successive Annual Members' Meeting, the term for newly elected Directors replacing those Directors whose term has expired shall be for a two (2) year term. After the Transfer Date, Developer may exercise the right to vote any Developer-owned Voting Interest in the same manner as any other Member, except for purposes of reacquiring control of the Association or selecting the majority of the Members of the Board of Directors.

2. Any Directors named by Developer shall serve at the pleasure of Developer, and in the event of vacancies of such Directors, such vacancies shall be filled by Developer. The fact that the Owners have not elected or refuse to elect Directors shall not interfere with the right of Directors designated by Developer to resign.



D. The resignation of a Director who has been designated, appointed or elected by Developer, or the resignation of an officer of the Association who was elected by the First Board, shall remise, release, acquit, and forever discharge such Director or officer of and from any and all manner of action(s), cause(s) of action, suits, debts, dues, claims, bonds, bills, covenants, contracts, controversy, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity which the Association or Members had, now have, or will have; or which any personal representative, successor, heir or assign of the Association or Members hereafter may have against such Director or officer by reason of his having been a Director or officer of the Association.

Article IX.  
OFFICERS

A. The affairs of the Association shall be managed by the President of the Association, assisted by one (1) or more Vice Presidents, a Secretary and a Treasurer and, if elected by the Board, one (1) or more Assistant Secretaries and one (1) or more Assistant Treasurers, which officers shall be subject to the direction of the Board.

B. The Board shall elect the President, the Vice President, the Secretary and the Treasurer; and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine appropriate. Such officers shall be elected annually by the Board at the first meeting of the Board; provided, however, that such officers may be removed by the Board and other persons may be elected by the Board as such officers in the manner provided in the By-Laws. The same person may hold two offices, the duties of which are not incompatible; provided, however, the President shall not hold another office.

C. First Officers: The names of the officers who are to serve until the first election of officers by the Directors are as follows:

President:	Gary Johnson
Vice President:	Piero Rivolta
Secretary/Treasurer:	Terri Boyer

Article X.  
INDEMNIFICATION

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees through all trial and appellate levels, reasonably incurred by or imposed upon him in connection with any proceeding, arbitration or settlement 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. Notwithstanding the foregoing, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement. Notwithstanding anything contained herein to the contrary, in instances where the Director or officer admits or is adjudged guilty of willful malfeasance in the performance of his duties, the indemnification provisions contained herein shall not apply. Otherwise, the foregoing right of indemnification shall be in addition to and not exclusive of any and all of indemnification to which such Director or officer may be entitled by common law or statute.

Article XI.  
BY-LAWS

By-Laws of the Association 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 a conflict between the provisions of these Articles and the provisions of the By-Laws, the provisions of these Articles shall control.

Article XII.  
AMENDMENTS

A. These Articles may be amended by the following methods:

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 Members, which may be 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.

(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 of Members ("Required Notice").

(c) At such meeting a vote of the Members shall be taken on the proposed amendment(s). The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of all Members entitled to vote thereon.

2. An amendment may be adopted by a written statement (in lieu of a meeting) signed by all Directors and all Owners setting forth their intention that an amendment to these Articles be adopted.

B. A copy of each amendment shall be filed with the Secretary of State of the State of Florida and a certified copy shall be obtained by the Secretary.

C. A certified copy of each such amendment shall be attached to any certified copy of these Articles and shall be part of such Articles and an exhibit to the Declaration upon the recording of the Declaration; or, in lieu thereof, "Restated Articles" (as described in Article XIV. below) may be adopted and a certified copy thereof shall be attached as an exhibit to the Declaration upon recordation thereof.

D. There shall be no amendment to these Articles which shall abridge, amend or alter the rights of: (i) Developer, including the right to designate and select the Directors as provided in Article VIII. hereof and the rights reserved to Developer in the Declaration, without the prior written consent thereto by Developer; (ii) any Institutional Mortgagee without the prior written consent of such Institutional Mortgagee. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

#### Article XIII. SUCCESSOR ENTITIES

In the event of the dissolution of the Association or any successor entity thereto, any property dedicated or conveyed to the Association shall be transferred to either a successor entity or an appropriate governmental agency or public body to be maintained for the purposes for which the Association, or a successor thereto, was maintaining such property in accordance with the terms and provisions under which such property was being held by this Association or such successor.

#### Article XIV. RESTATEMENT OF ARTICLES

A. All provisions contained within these Articles plus any amendments thereto may at any time be integrated into a single instrument as "Restated Articles" and adopted by the Board. Such Restated Articles shall be specifically designated as such and shall state, either in the heading or in the introductory paragraph, the Association's name and,

if it has been changed, the name under which it was originally incorporated and the date of filing of the original Articles or any amendments thereof in the Office of the Secretary of State of Florida. Such Restated Articles shall also state that they were duly adopted by the Board and that such Restated Articles only restate and integrate and do not further amend the provisions of these Articles as theretofore amended, or that any amendment included therein has been adopted pursuant to Article XII. hereof and that there is no discrepancy between these Articles as theretofore amended and provisions of the Restated Articles other than the inclusion of the properly adopted amendments.

B. Upon the filing of Restated Articles with the Secretary of State of Florida, the original Articles, as theretofore amended, shall be superseded, and thenceforth the Restated Articles shall be these Articles of Incorporation of the Association.

C. Amendments may be made simultaneously with restatement of these Articles if the requirements of Article XII. are complied with. In such event, the Articles of Incorporation shall be specifically designated as such.

Article XV.  
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is Suite 600, 2033 Main Street, Sarasota, Florida 34237, and the initial Registered Agent of the Association at that address shall be Stephen D. Rees, Esquire.

IN WITNESS WHEREOF, I, STEPHEN D. REES, the Incorporator of Callista Village Association, Inc., have hereunto affixed my signature this 14<sup>th</sup> day of May, 2004.

  
STEPHEN D. REES

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The undersigned hereby accepts the designation of Registered Agent of Callista Village Association, Inc. as set forth in Article XV. of these Articles.

  
STEPHEN D. REES

STATE OF FLORIDA  
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared STEPHEN D. REES, to me known to be the person described as the Incorporator of Callista Village Association, Inc. and who executed the foregoing Articles of Incorporation and he acknowledged before me that he executed the same for the purposes therein expressed, and he did not take an oath.

WITNESS my hand and official seal this 14<sup>th</sup> day of May, 2004.

Personally Known  or  
Produced Identification [ ]  
Type of I.D. Produced:  
\_\_\_\_\_

Heather Parker  
Notary Public

[SEAL]

My Commission Expires: \_\_\_\_\_



Heather Parker  
MY COMMISSION # DD096867 EXPIRES  
March 3, 2006  
BONDED THRU TROY FAIN INSURANCE, INC.

STATE OF FLORIDA  
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared STEPHEN D. REES, known to be the person described as Initial Registered Agent, and who executed the foregoing acceptance within these Articles of Incorporation and he acknowledged before me that he executed the same for the purposes therein expressed and he did not take an oath.

WITNESS my hand and official seal this 14<sup>th</sup> day of May, 2004.

Personally Known  or  
Produced Identification [ ]  
Type of I.D. Produced:  
\_\_\_\_\_

Heather Parker  
Notary Public

[SEAL]

My Commission Expires: \_\_\_\_\_



Heather Parker  
MY COMMISSION # DD096867 EXPIRES  
March 3, 2006  
BONDED THRU TROY FAIN INSURANCE, INC.