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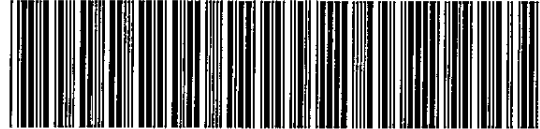
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TALLAHASSEE, FLORIDA



CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 349455 7144347

AUTHORIZATION :

COST LIMIT : \$ PPD

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ORDER DATE : May 3, 2005

ORDER TIME : 9:58 AM

ORDER NO. : 349455-005

CUSTOMER NO: 7144347

CUSTOMER: Ms. Holly A. Harmon  
Bond Schoeneck & King, P.a.

Suite 200  
26811 South Bay Drive  
Bonita Springs, FL 34134

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DOMESTIC FILING

NAME: BONITA VILLAGE COMMUNITY  
ASSOCIATION, INC.

XX ARTICLES OF INCORPORATION

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**ARTICLES OF INCORPORATION**  
**OF**  
**BONITA VILLAGE COMMUNITY ASSOCIATION, INC.**

Pursuant to the provisions of Section 617.0202, Florida Statutes (the Florida Not for Profit Corporations Act), the Articles of Incorporation of Bonita Village Community Association, Inc., a Florida not for profit corporation, are hereby set forth by the incorporator, Richard L. Armalavage, 2240 Venetian Court, Naples FL 34109, as follows:

**ARTICLE I**

**NAME AND ADDRESS:** The name of the Corporation, herein called the "Community Association", is "Bonita Village Community Association, Inc." and the address of its principal office, is 2240 Venetian Court, Naples, Florida 34109.

**ARTICLE II**

**DEFINITIONS:**

- (A) "Board" or "Board of Directors" shall herein mean and refer to the Board of Directors of the Community Association.
- (B) "By-Laws" shall herein mean and refer to the By-Laws of the Community Association.
- (C) All terms which are defined in the Declaration of Covenants, Conditions, Restrictions and Easements for Bonita Village (the "Community Declaration") shall be used herein with the same meanings as defined in that Declaration, as it may be amended from time to time.

**ARTICLE III**

**PURPOSES:** The purposes for which the Community Association is organized are to promote the recreation, aesthetic enjoyment and social welfare of the Parcel Owners and occupants of the Parcels, and to operate and maintain and own, as the case may be, the Community Common Area in accordance with and pursuant to the Declaration, or any Supplement thereto, and to fulfill its obligations in accordance with and pursuant to these Articles of Incorporation and the Community Declaration. The Community Association is not a "condominium association" as that term is defined in Chapter 718, Florida Statutes.

**ARTICLE IV**

**GENERAL:** The Community Association is organized and shall exist on a non-stock basis as a not for profit corporation under the laws of the State of Florida, and no portion of any earnings of the Association shall be distributed or inure to the private benefit of any member, director or officer. For the accomplishment of its purposes, the Community Association shall have all of the common law and statutory powers and duties of a not for profit corporation under the laws of the State of Florida, except as expressly limited or modified by these Articles, the Community Declaration, the By-Laws, or the provisions of Chapters 617 and 720, Florida Statutes, as they may hereafter be amended from time to time, and the Community Association shall have all of the powers and duties reasonably necessary to operate the Community pursuant to the Community Declaration, as it may hereafter be amended from time to time, including but not limited to the following:

(A) To levy and collect Assessments, including Capital Assessments, Annual Assessments, Special Assessments, Reserve Assessments, Transfer Capital Assessments and late fees against Members of the Community Association to defray the costs, expenses and losses of its operation and of the Community, and to use the proceeds of assessments in the exercise of its powers and duties.

(B) To make, adopt, amend, rescind and enforce reasonable rules and regulations to effectuate the purposes for which the Community Association is organized and to govern the use of the Common Area and the Community Association Property consistent with the Community Declaration.

(C) To delegate power or authority where such is deemed in the interest of the Community Association.

(D) To own, operate, maintain, construct, improve, replace, repair and to purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of Common Area and other real or personal property, except to the extent restricted in the Declaration.

(E) To enter into contracts or agreements to carry out the purposes of the Community Association.

(F) To charge fees for services rendered by the Community Association and for use of the Community Association Property when such is deemed appropriate by the Board of Directors.

(G) To pay taxes and other charges, if any, on or against property owned, leased, or operated by the Community Association.

(H) To protect, maintain, repair, replace and operate the Community Property and Community Common Area (including any Common Area to be maintained in a natural state, utilized for recreation purposes, utilized for drainage purposes, or for other similar purposes) and preservation areas in accordance with applicable governmental regulations, the Community Declaration, and any Supplements thereto.

(I) To enforce by legal means the obligations of the Members of the Community Association, the provisions of the Community Declaration, and the provisions of any Supplement, to contract for professional management (the "Manager") which may be an individual, corporation, partnership or other entity, and to delegate to such Manager certain powers and duties of the Community Association.

(J) To contract for the maintenance, security, administration and other functions to be carried out by the Community Association, and to employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Community Association.

(K) To contract with governmental or quasi-governmental entities or property owners associations regarding maintenance and administration.

(L) To borrow money if necessary to perform its other functions hereunder.

Notwithstanding anything contained herein to the contrary, the Community Association shall not have the power to, and shall not, engage in or carry on propaganda or otherwise attempt to influence legislation addressing any and all issues including, but not limited to, zoning, environmental, and land use, or participate or intervene, directly or indirectly in any political campaign on behalf of, or in opposition to, any

candidate for office, whether public, quasi-public or private, or otherwise engage in or carry on any political action including the publishing or distribution of statements, nor shall Members perform any such activities in the name of the Community Association.

All funds and the title to all property acquired by the Community Association shall be held for the benefit of the Members in accordance with the provisions of the Community Declaration, these Articles of Incorporation and the By-Laws.

#### ARTICLE V

**MEMBERS:** The members of the Community Association shall consist of record owners of legal title to a Parcel in the Community, as further provided in the By-Laws. The manner of exercising voting rights shall be as set forth in the By-Laws. The Community Association shall have two classes of membership voting interests:

**Class A Members.** Class "A" Members shall be all Parcel Owners other than the Class "B" Member, if any. Class "A" Members are entitled to such vote(s) as are set forth in the Community Declaration, which shall be exercised as may be specified in the Community Declaration and the By-Laws.

**Class B Member.** The Class "B" Member shall be Declarant. The rights of the Class "B" Member, including the right to approve or disapprove actions taken by the Community Association under the Community Declaration and By-Laws, are specified throughout the Community Declaration and By-Laws. The Class "B" Member shall be entitled to appoint a majority of the members of the Board of Directors during the Class "B" Control Period. The Class "B" Member shall be entitled to such vote(s) as are set forth in the Community Declaration and the By-Laws. Class "B" membership shall terminate and become converted to Class "A" membership upon the first to occur of the following events:

- (1) Upon Turnover, as described in the Community Declaration;
- (2) Such earlier date when, in its sole discretion, the Declarant so determines.

The share of a Member in the funds and assets of the Community Association cannot be assigned or transferred in any manner except as an appurtenance to his Parcel.

#### DIRECTORS AND OFFICERS: ARTICLE VI

(A) The affairs of the Community Association shall be administered by a Board of Directors consisting of the number of Directors determined by the By-Laws, but not fewer than 3 Directors and not more than 7 Directors, and in the absence of such determination shall consist of 3 Directors. Directors of the Community Association shall be appointed by the Declarant or elected by the Members as set forth in the Community Declaration and the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided therein.

The names of the initial Board of Directors, who shall hold office until their successors are elected or appointed are as follows:

Richard L. Armalavage  
David Lageman  
Stanley J. Lieberfarb

(B) The business of the Community Association shall be conducted by the officers designated in the By-Laws. The officers shall be elected (or appointed) each year by majority vote of the entire Board of Directors at its first meeting after the annual meeting of the Members of the Community Association. Officers serve at the pleasure of the Board. The officers of the Community Association shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries and a Treasurer, and such other officers as the Board may from time to time deem necessary. Any 2 or more offices may be held by the same person, except that the offices of President and Secretary or President and Assistant Secretary may not be held by the same person, nor may the same person hold a principal office and the position of Assistant to that same office at the same time (e.g. Secretary and Assistant Secretary). The names of the initial officers of the Community Association, who shall hold office until their successors are elected or appointed are as follows:

Richard L. Armalavage, President  
David Lageman, Vice President and Treasurer  
Stanley J. Lieberfarb, Secretary

#### ARTICLE VII

TERM: The term of the Community Association shall be perpetual.

#### ARTICLE VIII

BY-LAWS: The By-Laws may be altered, amended, or rescinded in the manner provided therein. These Articles shall prevail in the event of any conflict or inconsistency between the provisions of these Articles and the provisions of the By-Laws.

#### ARTICLE IX

AMENDMENTS: Except as otherwise provided with regard to amendments during the Class "B" Control Period, amendments to these Articles shall be proposed and adopted in the following manner:

(A) Proposal. Amendments to these Articles may be proposed by a majority of the directors, or by written petition to the Board, signed by Members representing at least 25% of total number of the Class "A" votes.

(B) Procedure. If any amendment to these Articles is proposed by the Board or the Members, the proposed amendment shall be submitted to a vote of the Members not later than the next annual meeting for which proper notice can still be given. Written notice of any proposed amendment given to the Members must contain the full text of the proposed amendment.

(C) Vote Required. Except as otherwise provided in by governing Florida law, a proposed amendment to these Articles of Incorporation shall be adopted if it is approved at any annual or special meeting called for such purpose by a majority of the total voting interests, or if it is approved in writing of a majority of the voting interests without a meeting, as provided for in the By-Laws.

Effective Date. An amendment shall become effective upon filing with the Florida Department of State and recording of a certified copy in the Public Records of Lee County, Florida, with the same formalities as required for recording amendments to the Community Declaration or the By-Laws.

Declarant Consent. Notwithstanding the foregoing, during the Class "B" Control Period, no amendment to these Articles shall be effective to reduce, abridge, amend, affect or alter any provision related to the Declarant without the prior written consent of Declarant.

Amendments During Class "B" Control Period. Until the end of the Class "B" Control Period, an amendment to these Articles of Incorporation may be adopted at any meeting of the Board of Directors by a resolution adopted by a majority of the Directors, and no vote of the Class "A" Members is required.

#### ARTICLE X

INCORPORATOR: The name and address of the Incorporator of this corporation as follows:

Richard L. Armalavage  
2240 Venetian Court  
Naples, Florida 34109

The rights and interests of the Incorporator shall automatically terminate upon filing of these Articles with the Division of Corporations.

#### ARTICLE XI

INDEMNIFICATION OF OFFICERS AND DIRECTORS: Every director and officer of the Community Association (and the directors and officers as a group) shall be indemnified by the Community Association, to the fullest extent allowed by law, against all expenses and liabilities, including attorneys fees (at all trial and appellate levels) reasonably incurred by or imposed upon such person or persons in connection with any claim, proceeding, litigation or settlement in which they may become involved by reason of being or having been a director or officer of the Community Association. The foregoing provisions for indemnification shall apply whether or not such person is a director or officer at the time such expenses are incurred. Notwithstanding the above, in instances where a director or officer admits or is adjudged guilty by a court of competent jurisdiction of willful misconduct, misfeasance or malfeasance in the performance of such person's duties, a violation of criminal law, unless the director or officer had no reasonable cause to believe his action or non-action was unlawful or had reasonable cause to believe his action was lawful, or a transaction from which the director or office derived an improper personal benefit, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which a director or officer may be entitled, whether by statute or common law. No amendment to this Article which reduces or restricts the indemnity created herein may be adopted without the prior consent of each and every director and officer (whether current or former) affected by such amendment.

## ARTICLE XII

### TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED:

(A) No contract or transaction between the Community Association and one or more of its directors or officers, or between the Community Association and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers or has a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board or a committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No director or officer of the Community Association shall incur liability by reason of the fact that he is or may be interested in such contract or transaction. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

## ARTICLE XIII

### DISSOLUTION OF THE COMMUNITY ASSOCIATION:

(A) Upon dissolution of the Community Association, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner and order:

(1) Real property contributed to the Community Association without the receipt of other than nominal consideration by the Declarant (or its successors in interest) shall be returned to the Declarant (whether or not a Member at the time of such dissolution) unless it refuses to accept the conveyance (in whole or in part);

(2) Dedication to applicable municipal or other governmental authority of such property (whether real, personal or mixed) as determined by the Board of Directors of the Community Association to be appropriate for dedication and which the authority is willing to accept; and

(3) The remaining assets shall be distributed among the Members, subject to the limitations set forth below, as tenants in common, each Member's share of the assets to be determined in accordance with his voting rights.

(B) The Community Association may be dissolved upon a resolution to that effect being approved by 75% of the members of the Board of Directors; 75% of the Members; and the filing of Articles of Dissolution with the Department of State as provided for in Section 617.1403, Florida Statutes, as amended, or in any other manner allowed by governing law.

## ARTICLE XIV

GENDER: Wherever the male pronoun is used herein, it shall be understood to be the female pronoun if the context or sex of the party referred to so requires.



ARTICLE XV

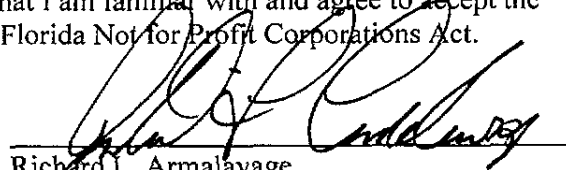
RESTRICTIONS: In the event of any conflict between the provisions of these Articles of Incorporation and the provisions of the Community Declaration, the provisions of the Community Declaration shall prevail.

ARTICLE XVI

DESIGNATION OF AND ACCEPTANCE BY REGISTERED AGENT: Richard L. Armalavage is hereby designated as the Community Association Registered Agent for service of process within the State of Florida, at 2240 Venetian Court, Naples, Collier County, Florida 34109.

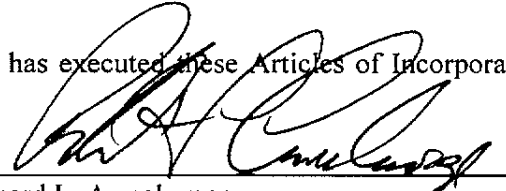
ACCEPTANCE BY REGISTERED AGENT

Having been named registered agent to accept service of process for Bonita Village Community Association, Inc., at the place designated in these Articles of Incorporation, I hereby accept the appointment to act in this capacity and acknowledge that I am familiar with and agree to accept the obligations imposed upon registered agents under the Florida Not for Profit Corporations Act.

  
Richard L. Armalavage

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IN WITNESS WHEREOF, the undersigned Incorporator has executed these Articles of Incorporation this 27th day of April, 2005.

  
Richard L. Armalavage

STATE OF FLORIDA  
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgments, personally appeared Richard L. Armalavage, and that he acknowledged that he executed same. He (☒) is personally known to me, or (☐) has produced \_\_\_\_\_ as identification.

  
Signature of Notary Public Holly A. Harmon  
My Commission DD083593  
Expires January 10, 2006

Printed Name of Notary Public  
Commission Expires:

(Notary Seal)

FILED  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA  
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