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**FLORIDA PROFIT/NON PROFIT CORPORATION**

**Ave Maria Master Association, Inc.**

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**ARTICLES OF INCORPORATION**  
**AVE MARIA MASTER ASSOCIATION, INC.**

Pursuant to Chapter 617, Florida Statutes, the undersigned hereby executes these Articles of Incorporation for the purpose of forming a Corporation under the Florida Not-for-Profit Business Corporate Act .

**ARTICLE I**

**NAME:** The name of the corporation, herein called the "Master Association", is Ave Maria Master Association, Inc., and its address is c/o 2600 Golden Gate Parkway, Naples, FL 34105.

**ARTICLE II**

**DEFINITIONS:** The definitions set forth in the Declaration of Covenants, Conditions and Restrictions for The Town of Ave Maria and Section 720.301, F.S., (2005), shall apply to terms used in these Articles.

**ARTICLE III**

**PURPOSE AND POWERS:** The purpose for which the Master Association is organized is to provide a homeowners' association entity pursuant to Chapter 720, F.S. (2005) (the "Act") to act as a "homeowners' association" for the operation of The Town of Ave Maria (the "Properties") located in Collier County, Florida. The Master Association is organized and shall exist on a non-stock basis as a corporation not for profit under the laws of the State of Florida, and no portion of any earnings of the Master Association shall be distributed or inure to the private benefit of any member, Director or officer. For the accomplishment of its purposes, the Master Association shall have all of the common law and statutory powers and duties of a corporation not for profit under Chapter 617, Florida Statutes and of a homeowners' association under the Act, except as expressly limited or modified by the Governing Documents and it shall have all of the powers and duties reasonably necessary to operate the Properties pursuant to the Governing Documents as they may hereafter be amended, including but not limited to the following:

- (A) To make and collect Assessments against Members of the Master Association to defray the costs, expenses and losses of the Master Association, and to use the funds in the exercise of its powers and duties.
- (B) To protect, maintain, repair, replace and operate the Master Association property.
- (C) To purchase insurance for the protection of the Master Association and its Members.
- (D) To repair and reconstruct improvements after casualty, and to make further improvements

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of the Master Association property.

(E) To make, amend and enforce reasonable Rules and Regulations as set forth in the Declaration and the Bylaws.

(F) To enforce the provisions of the laws of the State of Florida that are applicable to the Properties, and the Governing Documents.

(G) To contract for the management and maintenance of the Properties and the Master Association property, and any property or easements and related improvements that are dedicated to the Master Association by plat, and to delegate any powers and duties of the Master Association in connection therewith except such as are specifically required by law or by the Declaration to be exercised by the Board of Directors or the Members.

(H) To employ accountants, attorneys, architects, and other professionals.

(I) To borrow money as necessary to perform its other functions hereunder.

(J) To grant, modify or move any easement.

(K) To acquire, own, lease and dispose of any real and personal property.

(L) To sue and be sued.

(M) To maintain and operate the Surface Water Management System.

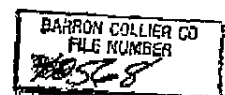
(N) To perform such obligations as are delegated or assigned by the Ave Maria Stewardship Community District.

All funds and the title to all property acquired by the Master Association shall be held for the benefit of the Members in accordance with the provisions of the Governing Documents. In the event of termination, dissolution or final liquidation of the Master Association, the responsibility for the operation and maintenance of the Properties, including any property or easements and related improvements that are dedicated to the Master Association by plat, shall be transferred to and accepted by an entity that is acceptable to any applicable governmental authorities, prior to such termination, dissolution or liquidation. Annexation of additional properties, mergers and consolidations, mortgaging of Common Area and dissolution of the Master Association requires prior written approval of the Department of Housing and Urban Development and the Veterans Administration ("HUD/VA") as long as there is a Class B membership.

ARTICLE IV

MEMBERSHIP:

(A) The Class "A" Members of the Master Association shall be the record title owners of a Parcel, with the exclusion of the Developer, who shall be the Class "B" Member. In no event will any party



holding an interest merely as security for the performance of an obligation be considered a Member. If a Parcel is sold under a recorded contract of sale (agreement for deed), then the purchaser (contract vendee) shall be considered the Class "A" Member.

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

(C) Except as otherwise provided in the Declaration and Bylaws with respect to the Class "B" Member, the owners of each Parcel, collectively, shall be entitled to one membership, but each Parcel shall be entitled to cast the number of votes equal to the Parcel interests assigned by the Developer. The manner of exercising voting rights shall be as set forth in the Declaration and the Bylaws.

ARTICLE V

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

ARTICLE VI

BYLAWS: The Bylaws of the Master Association may be altered, amended, or rescinded in the manner provided therein.

ARTICLE VII

DIRECTORS AND OFFICERS:

(A) The affairs of the Master Association shall be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws, but not less than three (3) Directors, and in the absence of such determination shall consist of three (3) Directors.

(B) Directors of the Master Association shall initially be appointed by and shall serve at the pleasure of the Developer, and at the Turnover Date and subsequent elections shall be elected by the Class "A" Members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

(C) The business of the Master Association shall be conducted by the officers designated in the Bylaws. The officers shall be elected each year by the Board of Directors at its first meeting after the annual meeting of the Members of the Master Association, and they shall serve at the pleasure of the Board. The initial Directors are as follows:

R. Blake Gable  
2600 Golden Gate Parkway  
Naples, FL 34105



Thomas Sansbury  
2600 Golden Gate Parkway  
Naples, FL 34105

Lee Treadwell  
2600 Golden Gate Parkway  
Naples FL 34105

**ARTICLE VIII**

**AMENDMENTS:** Amendments to these Articles shall be proposed and adopted in the following manner:

(A) **Proposal.** Amendments to these Articles may be proposed by the Board or, after the Turnover Date, by a written petition to the Board, signed by the Voting Representatives representing at least twenty-five percent (25%) of the Class "A" Members.

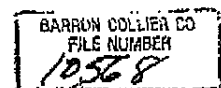
(B) **Procedure.** Upon any amendment to these Articles being proposed by said Board or Class "A" Members, such proposed amendment shall be submitted to a vote of the Class "A" Members not later than the next annual meeting for which proper notice can be given.

(C) **Vote Required.** Prior to the Turnover Date, amendments shall be adopted by the Board of Directors. Subsequent to the Turnover Date, a proposed amendment shall be adopted if it is approved by the Voting Representatives representing at least sixty-seven percent (67%) of the Class "A" Members at any annual or special meeting called in part or entirely for that purpose. No amendment shall be effective which alters the rights, privileges, exemptions, immunities and protections afforded by law or the Governing Documents to Developer, Builders, District, SFWMD or County unless the affected party shall first provide its written consent and joinder. No amendment shall be effective which alters the rights, privileges, exemptions, immunities and protections afford by the Governing Documents to any Component. Amendment of these Articles requires prior written approval of HUD/VA as long as there is a Class "B" membership. In the event that the Developer and/or the Board of Directors determines that voting will be undertaken on a Component, Community or Neighborhood basis, then an amendment that applies solely to a certain Component (s), Community(ies) or Neighborhood(s) must be approved by the Voting Representative representing sixty-seven percent (67%) of the Class "A" Members for each particular Component(s), Community(ies) or Neighborhood(s).

(D) **Effective Date.** An amendment shall become effective upon filing Articles of Amendment with the Secretary of State and recording a Certificate of Amendment in the Public Records of Collier County, Florida, with the formalities required for the execution of a deed.

**ARTICLE IX**

**INDEMNIFICATION:** To the fullest extent permitted by Florida law, the Master Association shall indemnify and hold harmless every Director and every officer of the Master Association against all



expenses and liabilities, including attorney fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a Director or officer of the Master Association. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that his actions or omissions to act were material to the cause adjudicated and involved:

(A) Willful misconduct or a conscious disregard for the best interests of the Master Association, in a proceeding by or in the right of the Master Association to procure a judgment in its favor.

(B) A violation of criminal law, unless the Director or officer had no reasonable cause to believe his action was unlawful or had reasonable cause to believe his action was lawful.

(C) A transaction from which the Director or officer derived an improper personal benefit.

The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer may be entitled.

ARTICLE X

INCORPORATOR: The name and address of the Incorporator is as follows:

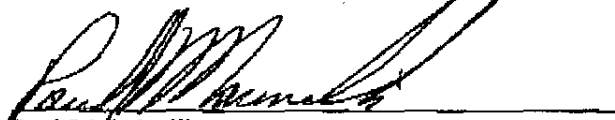
Paul J. Marinelli  
2600 Golden Gate Parkway  
Naples, FL 34105

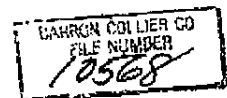
ARTICLE XI

REGISTERED OFFICE AND REGISTERED AGENT: The name and address of the Registered Agent and the address of the Registered Office is:

Paul J. Marinelli  
2600 Golden Gate Parkway  
Naples, FL 34105

IN WITNESS WHEREOF, the undersigned, for the purpose of forming a Corporation to do business with the State of Florida, under the law of Florida, makes and files these Articles of Incorporation, hereby declares and certifies the facts herein stated are true and hereunto set my hand this 29<sup>th</sup> day of December, 2005.

  
Paul J. Marinelli, Incorporator



**CERTIFICATE OF DESIGNATION**  
**REGISTERED AGENT/REGISTERED OFFICE**

Pursuant to the provisions of Section 617.0501, Florida Statutes, the undersigned corporation, organized under the laws of the State of Florida, submits the following statement in designating the registered office/registered agent, in the State of Florida.

1. The name of the corporation is:

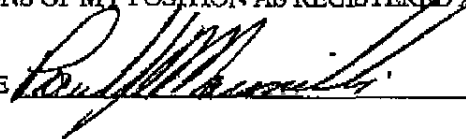
AVE MARIA MASTER ASSOCIATION, INC.

2. The name and address of the registered agent and office is:

Paul J. Marinelli  
2600 Golden Gate Parkway  
Naples, FL 34105

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.

SIGNATURE



DATE

*December 29, 2005*

DEPARTMENT OF STATE  
TALLAHASSEE, FLORIDA

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