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Division of Corporations

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**FLORIDA PROFIT/NON PROFIT CORPORATION**

**IBIS CLUB AT NAPLES CONDOMINIUM ASSOCIATION, INC.**

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**ARTICLES OF INCORPORATION  
FOR  
IBIS CLUB AT NAPLES CONDOMINIUM ASSOCIATION, INC.**

The undersigned, being desirous of forming a corporation not for profit under the laws of the State of Florida, does hereby adopt the following *Articles of Incorporation*. The effective date of these *Articles* shall be the date of filing the same.

**ARTICLE 1**

**NAME AND ADDRESS**

The name of the corporation shall be IBIS CLUB AT NAPLES CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association", these Articles of Incorporation as the "Articles", and the Bylaws of the Association as the "Bylaws". The street and mailing address of the initial registered office of the Association is 50 N. Laura Street, Suite 3300, Jacksonville, Florida 32202.

**ARTICLE 2**

**PURPOSE**

The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act, Chapter 718 (the "Act"), as it exists on the date hereof, for the operation of that certain condominium located in Collier County, Florida, and known as Ibis Club at Naples Condominium (the "Condominium").

**ARTICLE 3**

**DEFINITIONS**

The terms used in these Articles shall have the same definitions and meaning as those set forth in the Declaration of Condominium for the Condominium to be recorded in the public records of Collier County, Florida (the "Declaration"), unless these Articles specifically provide otherwise, or unless the context otherwise requires.

**ARTICLE 4**

**POWERS**

The powers of the Association shall include and be governed by the following:

4.1 **General.** The Association shall have all of the common law and statutory powers

*Articles of Incorporation - Ibis Club at Naples Condominium Association, Inc.*

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of a corporation not for profit under the laws of the State of Florida that are not in conflict with the provisions of these Articles, the Declaration, the Bylaws or the Act.

- 4.2 Enumeration. Except as limited by these Articles, the Declaration and the Bylaws, the Association shall have all of the powers and duties set forth in the Act, and all of the powers and duties reasonably necessary to operate the Condominium in accordance with the Declaration and the Bylaws, as may be amended from time to time, including, but not limited to, the following:
- a. To make and collect Assessments and other charges against members as Unit Owners, and to use the proceeds thereof in the exercise of its powers and duties.
  - b. To buy, own, sell, trade, lease, or encumber property, real or personal, and to construct additional improvements on the Condominium Property.
  - c. To maintain, repair, replace, reconstruct, add to, and operate and manage the Condominium Property or any other property acquired or leased by the Association.
  - d. To acquire and pay for insurance on the Condominium Property for the protection of the Association, its officers and directors, and Unit Owners.
  - e. To make and amend reasonable rules and regulations for the use, maintenance, conservation, and appearance of the Condominium Property and for the benefit, health, comfort, safety, welfare, and happiness of the Unit Owners.
  - f. To enforce by legal means the Act, the Declaration, the Bylaws, these Articles and the rules and regulations as contemplated by Section 5.E. of these Articles, subject, however, to the limitation regarding assessing Units owned by the Developer for fees and expenses relating in any way to claims or potential claims against the Developer as set forth in the Declaration and/or Bylaws.
  - g. To contract for the management and maintenance of the Condominium Property and to authorize a management agent (which may be affiliated with the Developer) to assist the Association in carrying out its powers and duties that are not specifically required by the Act to be retained by the Board of Directors.
  - h. To employ personnel to perform the services required for the proper operation of the Condominium.
- 4.3 Condominium Property. All funds and the title to all properties acquired by the  
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Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declaration, these Articles, and the Bylaws.

- 4.4 Distribution of Income; Dissolution. The Association shall distribute no part of its income to its members, directors, or officers, and if the Association is dissolved, all its assets shall be transferred only to another nonprofit corporation or a public agency. Notwithstanding anything to the contrary, upon a termination of the Condominium, the Association shall distribute its assets in accordance with Section 718.117, Florida Statutes.
- 4.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the Act, the Declaration, the Bylaws and these Articles.

ARTICLE 5

MEMBERS

- 5.1 Membership. The members of the Association shall consist of all of the record title owners of Units in the Condominium from time to time, and after termination of the Condominium, shall consist of those who were members at the time of such termination, and their successor and assigns.
- 5.2 Assignment. The share of a member in the funds and assets of the Association may not be assigned, hypothecated, or transferred in any member except as an appurtenance to the unit for which that share is held.
- 5.3 Voting. In all matters on which the membership is entitled to vote, there shall be only one vote for each Unit. The manner in which a vote is to be cast or exercised shall be in the manner provided by the Declaration and the Bylaws.
- 5.4 Meetings. The Bylaws shall provide for an annual meeting of members, and may make provision for regular and special meetings of members other than the annual meeting.

ARTICLE 6

TERM OF EXISTENCE

The Association shall have a perpetual existence.

ARTICLE 7

DIRECTORS

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- 7.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board consisting of the number of directors determined in the manner provided in the Bylaws, but which shall consist of not less than three (3) directors. Directors, other than designees of the Developer, shall be members of the Association.
- 7.2 Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declaration, the Bylaws and these Articles shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to approval by the Unit Owners when such approval is specifically required.
- 7.3 Election; Removal. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by and subject to the qualifications set forth in the Bylaws. Directors may be removed and vacancies on the Board of Directors may be filled in the manner provided by the Bylaws.
- 7.4 Term of Developer's Directors. The members of the first Board of Directors and their replacements shall be appointed by the Developer. The members of the first Board of Directors shall serve for the periods described in the Bylaws.
- 7.5 First Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have taken office, as provided in the Bylaws, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Brendon Bolger	48 Oakwood Drive Naperville, IL 60504
Michael Chandler	8275 Ibis Club Drive, #708 Naples, FL 34104
Danny Lopez	1755 W. Newport Chicago, IL 60657

**ARTICLE 8**

OFFICERS

The affairs of the Association shall be administered by the officers holding the offices designated in the Bylaws. At the first meeting of the Board of Directors following the annual meeting of the members of the Association, the Board of Directors shall elect the officers who will thereafter serve at the pleasure of the Board. The names and addresses of the officers who shall serve until such time as the Board of Directors designates their successors are as follows:

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<u>OFFICE</u>	<u>NAME</u>	<u>ADDRESS</u>
Theodore Wojtas, Jr.	President/Treasurer	39 South LaSalle, Suite 1400 Chicago, IL 60603
Igor Gabal	Vice-President/Secretary	P.O. Box 220217 Chicago, IL 60622
Lonni E. Berkley	Assistant Secretary	77 West Wacker Drive, Suite 4100 Chicago, Illinois 60601

**ARTICLE 9****BYLAWS**

The first Bylaws of the Association shall be adopted by the Board of Directors. The Bylaws may be amended, altered, or rescinded in any manner provided for in the Bylaws and the Declaration.

**ARTICLE 10****INDEMNIFICATION**

10.1 Indemnity. Subject to the provisions of the Act, the Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellant attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith, nor in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgement, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner in which he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

10.2 Expenses. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 10.1 above, or in defense of any

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claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

- 10.3 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the affected director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article 10.
- 10.4 Miscellaneous. The indemnification provided by this Article 10 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of members or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.
- 10.5 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving, at the request of the Association, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article 10.
- 10.6 Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article 10 may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

ARTICLE 11

INCORPORATORS

The name and addresses of each incorporator of the Association is as follows:

<u>NAME</u>	<u>ADDRESS</u>
RAX CO., a Florida corporation	50 N. Laura Street, Suite 3300 Jacksonville, Florida 32266

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**ARTICLE 12**

**INITIAL REGISTERED AGENT**

The street address of the Association's initial registered office is 50 North Laura Street, Suite 3300, Jacksonville, Florida, 32202-3661, and the name of its initial registered agent at that address is RAX CO., a Florida corporation.

**ARTICLE 13**

**AMENDMENTS**

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

- 13.1 **Notice.** Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.
- 13.2 **Adoption.** A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided the approval is delivered to the Secretary at or prior to the meeting. The approvals must be:
- (a) by not less than a majority of the votes of all of the members of the Association represented at a meeting at which a quorum thereof has been attained and by not less than 66-2/3% of the entire Board of Directors; or
  - (b) after control of the Association is turned over to Unit Owners other than the Developer, by not less than 80% of the votes of all of the members of the Association represented at a meeting at which a quorum has been attained; or
  - (c) by not less than 100% of the entire Board of Directors.
- 13.3 **Litigation.** No amendment shall make any changes in the qualifications for membership, nor in the voting rights or property rights of members, nor any changes in Sections 4.3, 4.4 or 4.5 of Article 4, entitled "Powers", without the approval in writing of all members and the joinder of all record owners of mortgages upon Units. No amendment shall be made that is in conflict with the Act, the Declaration or the Bylaws, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Developer, or an affiliate of the Developer, unless the Developer shall join in the execution of the amendment. No amendment to this Section 13.3 shall be effective.

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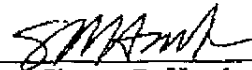
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13.4 Amendments by Developer. The Developer may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Developer alone.

13.5 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law.

IN WITNESS WHEREOF, the undersigned incorporators have affixed their signatures below at Jacksonville, Florida, on the 24<sup>th</sup> day of April, 2006.

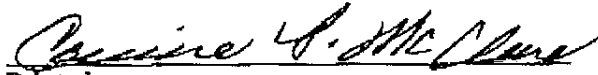
RAX CO., a Florida corporation



By: Sharon R. Henderson  
Its: Vice President

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this April 24, 2006, by Sharon R. Henderson, as Vice President of RAX CO., a Florida corporation, on behalf of the corporation, who is personally known to me.



Printed: \_\_\_\_\_  
Notary Public, State and County aforesaid  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

[Notary Seal]



**Corinne P. McClure**  
Commission # DD458914  
Expires August 7, 2009  
Bonded Title Plan - Insurance, Inc. 800-333-7078

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**CERTIFICATE OF ACCEPTANCE OF DESIGNATION OF REGISTERED AGENT OF IBIS CLUB AT NAPLES CONDOMINIUM ASSOCIATION, INC.**

Pursuant to Chapter 617, Florida Not For Profit Corporation Act, RAX CO., located at 50 N. Laura Street, Suite 3300, Jacksonville, Florida 32202, having been named as registered agent to accept service of process upon IBIS CLUB AT NAPLES CONDOMINIUM ASSOCIATION, INC., hereby accepts the appointment as registered agent, agrees to act in that capacity, and agrees to comply with the provisions of all statutes relating to the proper and complete performance of his duties as registered agent, acknowledging hereby that he is familiar with and accepts the obligations of his position as registered agent.

IN WITNESS WHEREOF, the undersigned has caused this Certificate to be executed in Jacksonville, Florida on this 24<sup>th</sup> day of April, 2006.

RAX CO., Registered Agent

By: Sharon R. Henderson  
Sharon R. Henderson, Vice President

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