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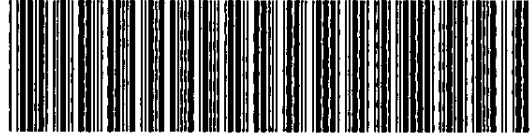
(Business Entity Name)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

*cc
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3/2/15

COVER LETTER

Department of State
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

SUBJECT: Island of Ravello Property Owners' Association, Inc.
(PROPOSED CORPORATE NAME – MUST INCLUDE SUFFIX)

Enclosed is an original and one (1) copy of the Articles of Incorporation and a check for :

\$70.00
Filing Fee

\$78.75
Filing Fee &
Certificate of
Status

\$78.75
Filing Fee
& Certified Copy

\$87.50
Filing Fee,
Certified Copy
& Certificate

ADDITIONAL COPY REQUIRED

FROM: Paul H. Silvis
Name (Printed or typed)

P.O. Box 1578
Address

Stuart, FL 34995-1578
City, State & Zip

814-571-0005
Daytime Telephone number

paul@silvis.org
E-mail address: (to be used for future annual report notification)

NOTE: Please provide the original and one copy of the articles.

**ARTICLES OF INCORPORATION
OF
ISLAND OF RAVELLO PROPERTY OWNERS' ASSOCIATION, INC.**

In compliance with the requirements of Florida Statutes, Chapter 617, the undersigned incorporator has executed, adopted and caused to be delivered for filing these Articles of Incorporation for the purpose of forming a corporation for profit and does hereby certify:

ARTICLE I

NAME OF CORPORATION

The name of the corporation is ISLAND OF RAVELLO PROPERTY OWNERS' ASSOCIATION, INC. (hereinafter called the "Association").

ARTICLE II

PRINCIPAL OFFICE OF THE ASSOCIATION AND MAILING ADDRESS

The principal street address of the Association is located at 169 SE Fiore Bello, Port. St. Lucie, Florida 34952. The mailing address of the Association is located at PO Box 1578, Stuart, Fl. 34995-1578.

ARTICLE III

REGISTERED OFFICE AND REGISTERED AGENT

The street address of the registered office of the Association is 169 SE Fiore Bello, Port. St. Lucie, Florida 34952, and the name of the initial registered agent at that address is Paul Silvis.

ARTICLE IV

DEFINITIONS

Unless otherwise provided herein to the contrary, all terms used in these Articles shall have the same definitions and meaning as those set forth in that certain Declaration of Covenants, Conditions and Restrictions for Island of Ravello recorded or to be recorded in the Public Records of St. Lucie County, Florida, as it may from time to time be amended (hereinafter called the "Declaration").

ARTICLE V

PURPOSE AND POWERS OF THE ASSOCIATION

The Association does not contemplate pecuniary gain or profit. The Association shall not pay dividends and no part of any income of the Association shall be distributed to its Members, directors or officers. The Association shall have all the powers of a not-for-profit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in these Articles, the Bylaws, or the Declaration. The Association shall have the power and duty to do any and all lawful things which may be authorized, assigned, required or permitted to be done by the Declaration, any Supplemental Declaration, any amendment to the Declaration, these Articles and the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the maintenance administration and improvements of the Properties, Areas of Common Responsibility, Common Property, and Village Common Property within its jurisdiction. Unless otherwise specifically prohibited, any and all functions, duties and powers of the Association shall be fully transferable, in whole or in part, to any Village Association, another not-for-profit property owners association incorporated pursuant to the applicable provisions of Florida Statutes Chapter 617 or its replacement, developer, management agent, governmental unit, community development district, public body, or similar entity.

ARTICLE VI

MEMBERSHIP

Section 1. Members. Every person or entity who is a record Owner of a fee simple title to any Unit in the Properties shall be a Member of the Association. Declarant shall also be a Member for so long as Declarant owns any portion of the Properties. Notwithstanding anything else to the contrary set forth in this Article, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member of the Association. The Association membership of each Owner shall be appurtenant to and may not be separated from the Unit giving rise to such membership, and shall not be transferred except upon the transfer of title to said Unit and then only to the transferee of title thereto. Any prohibited separate transfer shall be void. Any transfer of title to a Unit shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof.

Section 2. Multiple Owners. Each vote in the Association must be cast as a single vote as provided in Section 3.3 of the Bylaws. In the event that joint or multiple Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner or Owners cast a vote on behalf of a particular Unit, it shall thereafter be conclusively presumed for all purposes that he or she was or they were acting with the authority and consent of all other Owners thereof. In the event more than the appropriate number of votes are cast for a particular Unit, none of said votes shall be counted and said votes shall be deemed void. Owners who combine two or more units by a Unity of Title

recorded in the Official Public Records of St. Lucie County, Florida and a valid building permit is issued to construct one single family home upon the Lots combined by the Unity of Title shall own a "Unity of Title Unit". Owners of Unity of Title Units shall receive one vote for the first original Lot combined plus 0.5 votes for every other Lot combined in the Unity of Title. For example, an Owner of a Unity of Title Unit that successfully combined three Lots with a recorded Unity of Title and received a building permit to construct one single family house shall have two (2) votes (i.e., 1 vote for the first Lot + 0.5 vote for the second Lot + 0.5 vote for the third Lot combined).

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed and administered by a Board of Directors consisting of not less than three (3) members. Initially, the Board shall consist of not less than three (3) members, with the number in subsequent years to be determined by the members of the Board; provided that there shall always be an odd number of directorships created. The names and addresses of persons who are to act in the capacity of director until appointment or election of their successors are:

NAME	ADDRESS
Cliff Thacker	PO Box 1578 Stuart, FL 34995-1578
Paul Silvis	PO Box 1578 Stuart, FL 34995-1578
Fernando Limon	PO Box 1578 Stuart, FL 34995-1578

Any Directors elected by the Members of the Association shall be filled by the majority of the remaining Directors, and any such appointed Director shall serve for the remaining term of his predecessor. The Members shall elect the directors by majority vote, for staggered terms of three (3) years each. To create the staggered terms, one post shall become vacant in one (1) year and a successor director shall be elected. The second post shall be deemed vacant at the end of the second year, and a successor director shall be elected. All successor directors shall serve for terms of three (3) years each. In the event that the number of people comprising the Board of Directors is changed, such change in number shall be implemented in such a manner as to have as nearly equal in number as possible the number of directors whose term expire in any given year.

ARTICLE VIII

OFFICERS

The day-to-day affairs of the Association shall be administered, subject to the director and authority of the Board of Directors, by the officers of the Association, which may include a President, Vice President, Secretary and Treasurer and such other officers as permitted by the Bylaws. The officers shall be appointed by the Board of Directors and they shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

	NAME	ADDRESS
President	Paul Silvis	PO Box 1578 Stuart, FL 34995-1578
Vice-President	Fernando Limon	PO Box 1578 Stuart, FL 34995-1578
Secretary	Cliff Thacker	PO Box 1578 Stuart, FL 34995-1578
Treasurer	Cliff Thacker	PO Box 1578 Stuart, FL 34995-1578

ARTICLE IX

DURATION

The corporation shall exist perpetually.

ARTICLE X

AMENDMENTS

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

Section 1. Notice. Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in Chapters 617 and 720, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

Section 2. Adoption. Amendments shall be proposed and adopted in the manner provided in Chapters 617 and 720, Florida Statutes, provided such amendments may be adopted by the affirmative vote of a majority of the voting interests of the Association.

Section 3. Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary

of State shall be recorded in the public records of St. Lucie County, Florida with an identification on the first page thereof of the book and page of said public records where the Declaration was recorded.

Section 4. Limitations. The Association and the Board of Directors shall not make any amendments related to the Declarant so long as Declarant shall own any lands within the Properties. Any amendment shall be deemed to be Declarant related if it does any of the following:

- (a) Directly or indirectly by its provisions or in practical application relates to Declarant in a manner different from the manner in which it relates to other owners;
- (b) Modifies the definitions provided for by Article I of the Declaration in a manner which alters Declarant's rights or status;
- (c) Affects or modifies in any manner whatsoever the rights of Declarant as a Member of the Association;
- (d) Alters any previously recorded or written agreement with any public or quasi-public agencies, utility company, political subdivision, public authorities or other similar agencies or bodies, respecting zoning, streets, roads, drives, easements or facilities;
- (e) Denies the right of Declarant to convey to the Association Common Property;
- (f) Alters or repeals any of Declarant's rights, reserved easements, right to grant easements, or any provision applicable to Declarant's rights as provided for by any provision of the Declaration, Supplemental Declaration, the Bylaws or these Articles.

ARTICLE XI

BYLAWS

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

ARTICLE XII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. The Association shall defend, indemnify and hold harmless any person of the Association who is made a party or is threatened to be made a party to any threatened, pending,

or contemplated action, suit or proceedings, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a director, officer, committee member, employee or agent of the Association:

(a) From and against expenses (including reasonable attorneys' fees for pretrial, trial, or appellate proceedings), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with an action, suit, or proceeding (other than one by or in the right of the Association), if he acted in good faith, and, with respect to any criminal action or proceedings, he had no reasonable cause to believe his conduct was unlawful; and

(b) From and against expenses (including reasonable attorneys' fees for pretrial, trial, or appellate proceedings) actually and reasonably incurred by him in connection with the defense or settlement of an action or suit by or in the right of the Association, if he acted in good faith.

Section 2. The termination of any action, suit, or proceeding by judgment, 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, or, with respect to any criminal action or proceeding, that such person had reasonable cause to believe that his conduct was unlawful.

Section 3. Notwithstanding any other provision hereof to the contrary, no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for gross negligence or misconduct in the performance of his duty to the Association.

Section 4. Any indemnification under Section 1 (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director or officer, committee member, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit, or proceeding, or (b) if such quorum is not obtainable, or even if obtainable and a quorum of disinterested Directors so directs, by a majority votes of Members of the Association.

Section 5. Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association from time to time as incurred rather than only after the final disposition of such action, suit, or proceeding. Payment of such expenses shall be authorized by the Board of Directors in each specific case only after receipt by the Association of an undertaking by or on behalf of the director or officer to repay such amounts if it shall later develop that he is not entitled to be indemnified by the Association.

Section 6. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which the Association's directors officers, committee members, employees or agents may be entitled under the Association's bylaws, agreement, vote of Members or disinterested directors, or otherwise, both as to actions in their official capabilities and as to

action in another capacity while holding such offices or positions, and shall continue as to a person who has ceased to be a director, officer, committee member, agent or employee and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 7. Notwithstanding the foregoing provisions, indemnification provided under this Article shall not include indemnification for any action of a director, officer, committee member, agent or employee of the Association for which indemnification is deemed to be against public policy. In the event that indemnification provided under this Article is deemed to be against public policy, such an event shall not invalidate or affect any other right or indemnification herein provided.

Section 8. The Association shall have the power, but shall not be obligated, to purchase and maintain indemnification insurance to provide coverage for any liability asserted against any director, officer, committee member, agent or employee of the Association in any of his capacities as described in Section 1, whether or not the Association would have the power to indemnify him or her under this Article.

Section 9. Any person requesting indemnification shall first look to any insurance maintained by the Association for indemnification against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement (as described above). The Association shall be obligated to indemnify such person (if entitled to indemnification by the Association) only to the extent such insurance does not indemnify such person. In the event that any expenses, judgments, fines, or amounts paid in settlement are paid pursuant to insurance maintained by such Association, the Association shall have no obligation to reimburse the insurance company.

ARTICLE XIII

INCONSISTENCY

In the event of any inconsistency between the terms and provisions contained in the Declaration and those contained in these Articles of Incorporation, the terms and provisions of the Declaration shall prevail.

ARTICLE XIV

INCORPORATOR

The name and street address of the sole incorporator to these Articles of Incorporation is as follows:

Paul Silvis
169 SE Fiore Bello
Port St. Lucie, Florida 34952

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the sole incorporator of this Association, has executed these Articles of Incorporation this 23rd day of February, 2015.

I submit this document and affirm that the facts stated herein are true. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in Fla. Stat. § 817.155.

Paul Silvis

Paul Silvis, Incorporator

STATE OF Pennsylvania }

}

COUNTY OF Centre }

The foregoing Articles of Incorporation were acknowledged before me this 23rd day of February, 2015 by Paul Silvis, the Incorporator of the ISLAND OF RAVELLO PROPERTY OWNERS' ASSOCIATION, INC., who was personally known to me or produced identification in the form of Driver's License.

Jennifer L Kitchen

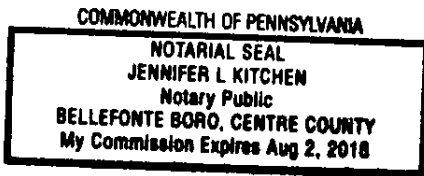
Print Name: Jennifer L Kitchen

NOTARY PUBLIC

State of Pennsylvania

Commission #- _____

My Commission Expires: August 2, 2018



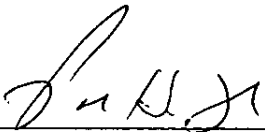
CERTIFICATE DESIGNATING REGISTERED AGENT FOR SERVICE OF PROCESS

IN COMPLIANCE WITH SECTION 617.0501, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED:

THE ISLAND OF RAVELLO PROPERTY OWNERS' ASSOCIATION, INC., DESIRING TO ORGANIZE UNDER THE LAWS OF THE STATE OF FLORIDA WITH ITS PRINCIPAL PLACE OF BUSINESS AT 169 SE FIORE BELLO, PORT ST. LUCIE, FLORIDA 34952, AS ITS REGISTERED AGENT TO ACCEPT SERVICE OF PROCESS WITHIN THE STATE OF FLORIDA. SAID REGISTERED AGENT'S ADDRESS IS THE CORPORATION'S REGISTERED OFFICE.

ISLAND OF RAVELLO PROPERTY OWNERS' ASSOCIATION, INC.

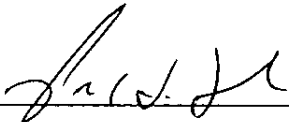
a Florida not-for-profit corporation

By:  _____

Paul: Silvis, Incorporator

Dated: Feb 23, 2015

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE-NAMED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES

 _____

Paul Silvis, Registered Agent

Dated: Feb 23, 2015

**ARTICLES OF INCORPORATION
OF
ISLAND OF RAVELLO PROPERTY OWNERS' ASSOCIATION, INC.**

In compliance with the requirements of Florida Statutes, Chapter 617, the undersigned incorporator has executed, adopted and caused to be delivered for filing these Articles of Incorporation for the purpose of forming a corporation for profit and does hereby certify:

SECRETARY OF STATE
ALLAHUSSAYEV FL0001084

2016 FEB 24 PM 1:38

FILED

**ARTICLE I
NAME OF CORPORATION**

The name of the corporation is ISLAND OF RAVELLO PROPERTY OWNERS' ASSOCIATION, INC. (hereinafter called the "Association").

**ARTICLE II
PRINCIPAL OFFICE OF THE ASSOCIATION AND MAILING ADDRESS**

The principal street address of the Association is located at 169 SE Fiore Bello, Port. St. Lucie, Florida 34952. The mailing address of the Association is located at PO Box 1578, Stuart, Fl. 34995-1578.

**ARTICLE III
REGISTERED OFFICE AND REGISTERED AGENT**

The street address of the registered office of the Association is 169 SE Fiore Bello, Port. St. Lucie, Florida 34952, and the name of the initial registered agent at that address is Paul Silvis.

**ARTICLE IV
DEFINITIONS**

Unless otherwise provided herein to the contrary, all terms used in these Articles shall have the same definitions and meaning as those set forth in that certain Declaration of Covenants, Conditions and Restrictions for Island of Ravello recorded or to be recorded in the Public Records of St. Lucie County, Florida, as it may from time to time be amended (hereinafter called the "Declaration").

ARTICLE V

PURPOSE AND POWERS OF THE ASSOCIATION

The Association does not contemplate pecuniary gain or profit. The Association shall not pay dividends and no part of any income of the Association shall be distributed to its Members, directors or officers. The Association shall have all the powers of a not-for-profit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in these Articles, the Bylaws, or the Declaration. The Association shall have the power and duty to do any and all lawful things which may be authorized, assigned, required or permitted to be done by the Declaration, any Supplemental Declaration, any amendment to the Declaration, these Articles and the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the maintenance administration and improvements of the Properties, Areas of Common Responsibility, Common Property, and Village Common Property within its jurisdiction. Unless otherwise specifically prohibited, any and all functions, duties and powers of the Association shall be fully transferable, in whole or in part, to any Village Association, another not-for-profit property owners association incorporated pursuant to the applicable provisions of Florida Statutes Chapter 617 or its replacement, developer, management agent, governmental unit, community development district, public body, or similar entity.

ARTICLE VI

MEMBERSHIP

Section 1. Members. Every person or entity who is a record Owner of a fee simple title to any Unit in the Properties shall be a Member of the Association. Declarant shall also be a Member for so long as Declarant owns any portion of the Properties. Notwithstanding anything else to the contrary set forth in this Article, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member of the Association. The Association membership of each Owner shall be appurtenant to and may not be separated from the Unit giving rise to such membership, and shall not be transferred except upon the transfer of title to said Unit and then only to the transferee of title thereto. Any prohibited separate transfer shall be void. Any transfer of title to a Unit shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof.

Section 2. Multiple Owners. Each vote in the Association must be cast as a single vote as provided in Section 3.3 of the Bylaws. In the event that joint or multiple Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner or Owners cast a vote on behalf of a particular Unit, it shall thereafter be conclusively presumed for all purposes that he or she was or they were acting with the authority and consent of all other Owners thereof. In the event more than the appropriate number of votes are cast for a particular Unit, none of said votes shall be counted and said votes shall be deemed void. Owners who combine two or more units by a Unity of Title

recorded in the Official Public Records of St. Lucie County, Florida and a valid building permit is issued to construct one single family home upon the Lots combined by the Unity of Title shall own a "Unity of Title Unit". Owners of Unity of Title Units shall receive one vote for the first original Lot combined plus 0.5 votes for every other Lot combined in the Unity of Title. For example, an Owner of a Unity of Title Unit that successfully combined three Lots with a recorded Unity of Title and received a building permit to construct one single family house shall have two (2) votes (i.e., 1 vote for the first Lot + 0.5 vote for the second Lot + 0.5 vote for the third Lot combined).

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed and administered by a Board of Directors consisting of not less than three (3) members. Initially, the Board shall consist of not less than three (3) members, with the number in subsequent years to be determined by the members of the Board; provided that there shall always be an odd number of directorships created. The names and addresses of persons who are to act in the capacity of director until appointment or election of their successors are:

NAME	ADDRESS
Cliff Thacker	PO Box 1578 Stuart, FL 34995-1578
Paul Silvis	PO Box 1578 Stuart, FL 34995-1578
Fernando Limon	PO Box 1578 Stuart, FL 34995-1578

Any Directors elected by the Members of the Association shall be filled by the majority of the remaining Directors, and any such appointed Director shall serve for the remaining term of his predecessor. The Members shall elect the directors by majority vote, for staggered terms of three (3) years each. To create the staggered terms, one post shall become vacant in one (1) year and a successor director shall be elected. The second post shall be deemed vacant at the end of the second year, and a successor director shall be elected. All successor directors shall serve for terms of three (3) years each. In the event that the number of people comprising the Board of Directors is changed, such change in number shall be implemented in such a manner as to have as nearly equal in number as possible the number of directors whose term expire in any given year.

ARTICLE VIII

OFFICERS

The day-to-day affairs of the Association shall be administered, subject to the director and authority of the Board of Directors, by the officers of the Association, which may include a President, Vice President, Secretary and Treasurer and such other officers as permitted by the Bylaws. The officers shall be appointed by the Board of Directors and they shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

	NAME	ADDRESS
President	Paul Silvis	PO Box 1578 Stuart, FL 34995-1578
Vice-President	Fernando Limon	PO Box 1578 Stuart, FL 34995-1578
Secretary	Cliff Thacker	PO Box 1578 Stuart, FL 34995-1578
Treasurer	Cliff Thacker	PO Box 1578 Stuart, FL 34995-1578

ARTICLE IX

DURATION

The corporation shall exist perpetually.

ARTICLE X

AMENDMENTS

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

Section 1. Notice. Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in Chapters 617 and 720, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

Section 2. Adoption. Amendments shall be proposed and adopted in the manner provided in Chapters 617 and 720, Florida Statutes, provided such amendments may be adopted by the affirmative vote of a majority of the voting interests of the Association.

Section 3. Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary

of State shall be recorded in the public records of St. Lucie County, Florida with an identification on the first page thereof of the book and page of said public records where the Declaration was recorded.

Section 4. Limitations. The Association and the Board of Directors shall not make any amendments related to the Declarant so long as Declarant shall own any lands within the Properties. Any amendment shall be deemed to be Declarant related if it does any of the following:

- (a) Directly or indirectly by its provisions or in practical application relates to Declarant in a manner different from the manner in which it relates to other owners;
- (b) Modifies the definitions provided for by Article I of the Declaration in a manner which alters Declarant's rights or status;
- (c) Affects or modifies in any manner whatsoever the rights of Declarant as a Member of the Association;
- (d) Alters any previously recorded or written agreement with any public or quasi-public agencies, utility company, political subdivision, public authorities or other similar agencies or bodies, respecting zoning, streets, roads, drives, easements or facilities;
- (e) Denies the right of Declarant to convey to the Association Common Property;
- (f) Alters or repeals any of Declarant's rights, reserved easements, right to grant easements, or any provision applicable to Declarant's rights as provided for by any provision of the Declaration, Supplemental Declaration, the Bylaws or these Articles.

ARTICLE XI

BYLAWS

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

ARTICLE XII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. The Association shall defend, indemnify and hold harmless any person of the Association who is made a party or is threatened to be made a party to any threatened, pending,

or contemplated action, suit or proceedings, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a director, officer, committee member, employee or agent of the Association:

(a) From and against expenses (including reasonable attorneys' fees for pretrial, trial, or appellate proceedings), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with an action, suit, or proceeding (other than one by or in the right of the Association), if he acted in good faith, and, with respect to any criminal action or proceedings, he had no reasonable cause to believe his conduct was unlawful; and

(b) From and against expenses (including reasonable attorneys' fees for pretrial, trial, or appellate proceedings) actually and reasonably incurred by him in connection with the defense or settlement of an action or suit by or in the right of the Association, if he acted in good faith.

Section 2. The termination of any action, suit, or proceeding by judgment, 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, or, with respect to any criminal action or proceeding, that such person had reasonable cause to believe that his conduct was unlawful.

Section 3. Notwithstanding any other provision hereof to the contrary, no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for gross negligence or misconduct in the performance of his duty to the Association.

Section 4. Any indemnification under Section 1 (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director or officer, committee member, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit, or proceeding, or (b) if such quorum is not obtainable, or even if obtainable and a quorum of disinterested Directors so directs, by a majority votes of Members of the Association.

Section 5. Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association from time to time as incurred rather than only after the final disposition of such action, suit, or proceeding. Payment of such expenses shall be authorized by the Board of Directors in each specific case only after receipt by the Association of an undertaking by or on behalf of the director or officer to repay such amounts if it shall later develop that he is not entitled to be indemnified by the Association.

Section 6. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which the Association's directors officers, committee members, employees or agents may be entitled under the Association's bylaws, agreement, vote of Members or disinterested directors, or otherwise, both as to actions in their official capabilities and as to

action in another capacity while holding such offices or positions, and shall continue as to a person who has ceased to be a director, officer, committee member, agent or employee and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 7. Notwithstanding the foregoing provisions, indemnification provided under this Article shall not include indemnification for any action of a director, officer, committee member, agent or employee of the Association for which indemnification is deemed to be against public policy. In the event that indemnification provided under this Article is deemed to be against public policy, such an event shall not invalidate or affect any other right or indemnification herein provided.

Section 8. The Association shall have the power, but shall not be obligated, to purchase and maintain indemnification insurance to provide coverage for any liability asserted against any director, officer, committee member, agent or employee of the Association in any of his capacities as described in Section 1, whether or not the Association would have the power to indemnify him or her under this Article.

Section 9. Any person requesting indemnification shall first look to any insurance maintained by the Association for indemnification against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement (as described above). The Association shall be obligated to indemnify such person (if entitled to indemnification by the Association) only to the extent such insurance does not indemnify such person. In the event that any expenses, judgments, fines, or amounts paid in settlement are paid pursuant to insurance maintained by such Association, the Association shall have no obligation to reimburse the insurance company.

ARTICLE XIII

INCONSISTENCY

In the event of any inconsistency between the terms and provisions contained in the Declaration and those contained in these Articles of Incorporation, the terms and provisions of the Declaration shall prevail.

ARTICLE XIV

INCORPORATOR

The name and street address of the sole incorporator to these Articles of Incorporation is as follows:


Paul Silvis

169 SE Fiore Bello

Port St. Lucie, Florida 34952

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the sole incorporator of this Association, has executed these Articles of Incorporation this 23rd day of February, 2015.

I submit this document and affirm that the facts stated herein are true. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in Fla. Stat. § 817.155.



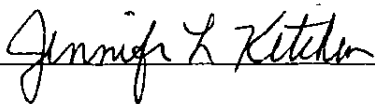
Paul Silvis, Incorporator

STATE OF Pennsylvania }

}

COUNTY OF Centre }

The foregoing Articles of Incorporation were acknowledged before me this 23rd day of February, 2015 by Paul Silvis, the Incorporator of the ISLAND OF RAVELLO PROPERTY OWNERS' ASSOCIATION, INC., who was personally known to me or produced identification in the form of Driver's License.



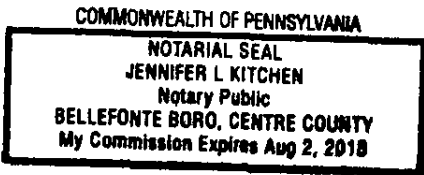
Print Name: Jennifer L Kitchen

NOTARY PUBLIC

State of Pennsylvania

Commission #: _____

My Commission Expires: August 2, 2018



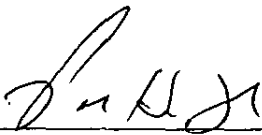
CERTIFICATE DESIGNATING REGISTERED AGENT FOR SERVICE OF PROCESS

IN COMPLIANCE WITH SECTION 617.0501, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED:

THE ISLAND OF RAVELLO PROPERTY OWNERS' ASSOCIATION, INC., DESIRING TO ORGANIZE UNDER THE LAWS OF THE STATE OF FLORIDA WITH ITS PRINCIPAL PLACE OF BUSINESS AT 169 SE FIORE BELLO, PORT ST. LUCIE, FLORIDA 34952, AS ITS REGISTERED AGENT TO ACCEPT SERVICE OF PROCESS WITHIN THE STATE OF FLORIDA. SAID REGISTERED AGENT'S ADDRESS IS THE CORPORATION'S REGISTERED OFFICE.

ISLAND OF RAVELLO PROPERTY OWNERS' ASSOCIATION, INC.

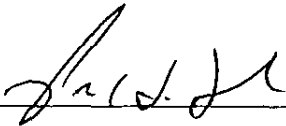
a Florida not-for-profit corporation

By: 

Paul: Silvis, Incorporator

Dated: Feb 23, 2015

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE-NAMED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES



Paul Silvis, Registered Agent

Dated: Feb 23, 2015