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**ARTICLES OF INCORPORATION
OF
PEBBLEBROOKE LAKES HOMEOWNERS' ASSOCIATION NO. 1,
INC.**

(A Corporation Not for Profit Under
the Laws of the State of Florida)

In order to form a corporation not for profit under and in accordance with the provisions of the laws of the State of Florida, the undersigned do hereby associate themselves into a corporation not for profit, and to that end by these ARTICLES OF INCORPORATION state:

1.0 DEFINITIONS. The following words and phrases, when used in this Declaration, shall have the following meaning:

1.1 ARTICLES shall mean and refer to the Articles of Incorporation of PEBBLEBROOKE LAKES HOMEOWNERS' ASSOCIATION NO. 1, INC.

1.2 ASSOCIATION shall mean and refer to PEBBLEBROOKE LAKES HOMEOWNERS' ASSOCIATION NO. 1, INC., a Florida Corporation Not for Profit, its successor and assigns.

1.3 ASSOCIATION PROPERTY shall mean and refer to all of the real and personal property owned by PEBBLEBROOKE LAKES HOMEOWNERS' ASSOCIATION NO. 1, INC.

1.4 ASSESSMENTS shall mean and refer to the Annual, Special, Insurance and MASTER ASSOCIATION Assessments levied by the ASSOCIATION against each Lot and Lot Owner in accordance with the terms of the land use documents.

1.5 BYLAWS shall mean and refer to the Bylaws of PEBBLEBROOKE LAKES HOMEOWNERS' ASSOCIATION NO. 1, INC.

1.6 BUILDER shall mean and refer to the initial purchaser and Owner of a Lot in PEBBLEBROOKE LAKES, PHASE 1 which was purchased for the purpose of

Florida Bar No. 285641
O'Brien, Riemenschneider, Kancilia & Lemonidis, P.A.
1686 West Hibiscus Blvd.
Melbourne, FL 32901
(407) 728-2800 / (407) 728-0002-FAX

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construction of a single family residence on said Lot for resale and who is a licensed building contractor properly licensed by the appropriate governmental agencies to undertake said construction.

1.7 BOARD OF DIRECTORS shall mean and refer to the Board of Directors of PEBBLEBROOKE LAKES HOMEOWNERS' ASSOCIATION NO. 1, INC.

1.8 COMMON EXPENSES shall mean all expenses and Assessments which are properly incurred by the ASSOCIATION and shall include the assessments made by the MASTER ASSOCIATION.

1.9 CONSERVATION AREA means a right or interest in real property which is appropriate to retaining land or water areas predominantly in their natural, scenic, open, or wooded condition, retaining such areas as suitable habitat for fish, plants, or wildlife, retaining the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

1.10 DECLARATION shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for PEBBLEBROOKE LAKES, PHASE 1.

1.11 DECLARANT shall mean and refer to PEBBLEBROOKE LAKES LIMITED PARTNERSHIP, a Florida Limited Partnership.

1.12 LANDSCAPE BUFFER shall mean all subdivision walls erected or landscaping planted to create a visual barrier by the Declarant, its successor(s) in interest or the ASSOCIATION or MASTER ASSOCIATION, (including the improvements thereto) and including all irrigation system(s) and lighting associated therewith. The Landscape Buffer will primarily be located on MASTER ASSOCIATION Property but may be located partially on Lots.

1.13 LAND, SUBDIVISION OR PROJECT shall mean and refer to all of the land described in Exhibit "A" attached hereto which is included within the Plat of PEBBLEBROOKE LAKES, according to the plat thereof recorded in Plat Book _____, Page _____, of the Public Records of Collier County, Florida (hereinafter the Exhibit "A" property may be referred to as the "LAND", "PHASE 1", the "PROPERTY", the "SUBDIVISION" or "PEBBLEBROOKE LAKES, PHASE 1" and any and all improvements now or hereafter constructed thereon.

1.14 LAND USE DOCUMENTS shall mean and refer to the Articles of Incorporation and Bylaws of PEBBLEBROOKE LAKES HOMEOWNERS' ASSOCIATION NO. 1, INC., the Declaration of Covenants Conditions and Restrictions for PEBBLEBROOKE LAKES, PHASE 1 , as the same may now exist or may hereafter be amended together with the Rules and Regulations adopted from time to time by the ASSOCIATION. The Land Use Documents shall also include the Articles of Incorporation and Bylaws for PEBBLEBROOKE LAKES MASTER ASSOCIATION, INC. and the PEBBLEBROOKE LAKES MASTER DECLARATION OF COVENANTS AND RESTRICTIONS as the same may now exist or may hereafter be amended together with the Rules and Regulations adopted from time to time by the MASTER ASSOCIATION.

1.15 LOT shall mean and refer to any parcel of land shown on the Plat of PEBBLEBROOKE LAKES, PHASE 1, and designated by a numerical designation, or a combination of Lots or portions thereof joined together to form a single building parcel.

1.16 MASTER ASSOCIATION shall mean and refer to PEBBLEBROOKE LAKES MASTER ASSOCIATION, INC.

1.17 MASTER DECLARATION shall mean and refer to the PEBBLEBROOKE LAKES MASTER DECLARATION OF COVENANTS AND RESTRICTIONS as recorded in the Public Records of Collier County, Florida.

1.18 MASTER ASSOCIATION PROPERTY shall mean and refer to all of the real and personal property of PEBBLEBROOKE LAKES MASTER ASSOCIATION, INC. and shall include all recreational facilities and building, all conservation areas, road rights of way and such other property as may be acquired by the MASTER ASSOCIATION.

1.19 MEMBER shall mean and refer to those persons or entities entitled to Membership in the ASSOCIATION as provided in these Articles of Incorporation and the Bylaws of the ASSOCIATION, and shall include the Declarant, so long as the Declarant owns at least one (1) Lot in the Subdivision.

1.20 OWNER shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot, including contract sellers but excluding those having such interest merely as security for the performance of an obligation.

1.21 PEBBLEBROOKE LAKES - PHASE 1 shall mean and refer the planned residential community developed or to be developed upon the land as herein defined and to be established in accordance with the laws, ordinances, rules and regulations of all governmental agencies having jurisdiction thereof.

1.22 RULES shall mean and refer to any and all rules and regulations duly enacted and established by the Board of Directors of the ASSOCIATION.

1.23 SURFACE WATER STORMWATER MANAGEMENT SYSTEM shall Mean a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42 F.A.C.

2.0 NAME. The name of this corporation shall be:

PEBBLEBROOKE LAKES HOMEOWNERS' ASSOCIATION NO. 1, INC.
(hereinafter referred to as the "ASSOCIATION").

3.0 PURPOSE. The purposes and object of the ASSOCIATION shall be as follows:

3.1 To provide for the maintenance, preservation and architectural control of the residential Lots of PEBBLEBROOKE LAKES, PHASE 1.

3.2 To provide for the health, safety and welfare of the residents within PEBBLEBROOKE LAKES, PHASE 1.

3.3 To maintain, repair, reconstruct and operate all of the common areas of PEBBLEBROOKE LAKES, PHASE 1

3.4 To preserve and maintain the value, character and conditions of the Lots and any improvements thereon in PEBBLEBROOKE LAKES, PHASE 1.

3.5 To enforce the provisions of the Land Use Documents.

3.6 To provide such services to the Owners and Members of the ASSOCIATION as the Board of Directors of ASSOCIATION shall deem appropriate.

3.7 To undertake the performance of all acts and duties incident to the fulfillment of all of the purposes and objects of the ASSOCIATION, as well as those which may be directed by the terms, provisions, conditions and authorization of the Land Use Documents.

3.8 To act as a Member of PEBBLEBROOKE LAKES MASTER ASSOCIATION, INC. ,a Florida corporation not for profit, and to exercise all of it's powers, duties, rights and obligations pursuant to the Articles of Incorporation, Bylaws, Master Declaration, Rules and Regulations and other documents granting or imposing said powers, duties, rights and obligations upon PEBBLEBROOKE LAKES HOMEOWNERS' ASSOCIATION NO. 1, INC.

4.0 POWERS. The ASSOCIATION shall have all of the powers and privileges granted to Corporations Not for Profit under the laws of the State of Florida, and all of the powers and privileges which may be granted to said corporation or exercised by it under any other laws of the State of Florida or which may have been granted to it pursuant to the provisions of the Land Use Documents, including but not limited to the following:

4.1 The ASSOCIATION shall own, administer, manage and operate the common areas and maintain, repair and replace the common areas and the improvements and personal property located thereon pursuant to the provisions of the Land Use Documents.

4.2 To exercise all of the powers and privileges and to perform all of the duties and obligations of the ASSOCIATION as set forth in the Land Use Documents.

4.3 To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicated for public use, or otherwise dispose of real or personal property in connection with the affairs of the ASSOCIATION;

4.4 To borrow money, and with the approval of Members holding two-thirds (2/3) of the total Membership votes, mortgage, pledge, or hypothecated any or all of its real or personal property as security for money borrowed or debts incurred;

4.5 To dedicate, sell or transfer all or any part of the lands owned by the ASSOCIATION to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless approved by Members holding two-thirds (2/3) of the total Membership votes, agreeing to such dedication, sale or transfer, except as otherwise permitted under the Declaration.

4.6 To participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional lands, provided that any such merger, consolidation or annexation shall be approved by Members holding two-thirds (2/3) of the total Membership votes;

4.7 To make and establish reasonable rules and regulations and amendments thereto governing the use of The Lots and ASSOCIATION Property.

4.8 To have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Laws of the State of Florida, by law, may now or hereafter have or exercise.

4.9 To levy against and collect assessments from Owners and Members of the ASSOCIATION to defray the common expenses of the ASSOCIATION as may be provided in the Land Use Documents, and for the maintenance, repair, replacement, management and operation of the property of the ASSOCIATION, including the right to levy and collect assessments for the purpose of acquiring, operating, leasing, managing and otherwise trading and dealing with such property, whether real or personal, including Lots in PEBBLEBROOKE LAKES, PHASE 1.

4.10 To levy and collect assessments from Owners and Members of the ASSOCIATION and against Members Lots in order to pay the assessments levied against the ASSOCIATION and it's Members by PEBBLEBROOKE LAKES MASTER ASSOCIATION, INC.

4.11 To levy and collect assessments from Owners and Members of the ASSOCIATION for the purpose of purchasing and maintaining insurance on the ASSOCIATION Property, Insurance for the protection of the ASSOCIATION, its officers, and directors and Members, comprehensive general public liability and property damage insurance.

4.12 To maintain, repair, replace, operate and manage the property of the ASSOCIATION, including the right to reconstruct improvements after casualty and to make further improvement to the ASSOCIATION'S property and to grant easements, and rights of way to third parties.

4.13 To contract for the maintenance, repair, replacement, operation and management of the ASSOCIATION'S property and to delegate to such contractor all of the powers and duties of the ASSOCIATION except those which may be required by the Land Use Documents to have approval of the Board of Directors or Membership of the ASSOCIATION.

4.14 To enforce the provisions of the Land Use Documents as well as any rules and regulations adopted pursuant thereto, as same may be hereafter established or amended.

4.15 To now or hereafter acquire and enter into leases and agreements of every nature, whereby the ASSOCIATION acquires leaseholds, Memberships and other possessory or use interest in lands or facilities, including recreational and communal facilities, whether or not contiguous to the lands comprising PEBBLEBROOKE LAKES, PHASE 1, to provide enjoyment, recreation, or other use or benefit to the Members of the ASSOCIATION, all as may be deemed by the Board of Directors to be in the best interest of the ASSOCIATION.

4.16 To grant access to PEBBLEBROOKE LAKES, PHASE 1, and the Lots contained therein, over the ASSOCIATION'S property, to such persons, firms, corporations or government bodies as the Board of Directors shall deem appropriate.

4.17 To employ personnel, retain independent contractors and professional personnel and enter into any supply, service, management or other agreements or contracts consistent with the purposes of the ASSOCIATION.

4.18 The ASSOCIATION shall have the irrevocable right of access to each Lot during reasonable hours, when necessary, for the maintenance, repair, or replacement of any ASSOCIATION Property or for making emergency repairs necessary to prevent damage to the ASSOCIATION Property, or to another Lot or Lots.

4.19 To pay taxes and other charges, on or against property owned or accepted by the ASSOCIATION.

4.20 To charge recipients for services rendered by the ASSOCIATION and for use of ASSOCIATION Property where such is deemed appropriate by the Board of Directors of the ASSOCIATION and is permitted by law.

5.0 MEMBERSHIP. The qualification of Members and Class Membership shall be as follows:

5.1 All Lot Owners shall be Members of the ASSOCIATION, and no other persons or entities shall be entitled to Membership, except as otherwise provided herein.

5.2 Subject to the provisions of the Declaration and the By-Laws of this ASSOCIATION, Membership shall be established by the acquisition of the Ownership of fee title to or fee interest in a Lot, whether by conveyance, devise, judicial decree, or otherwise and by the recordation in the Public Records of Collier County, Florida, of a deed or other instrument validity establishing such acquisition and designating the Lot affected thereby, and by the delivery to the ASSOCIATION of a true copy of such deed or other instrument. The Membership of any party shall be terminated automatically upon said party being divested of title to all Lots owned by such Member. Membership is nontransferable, except as an appurtenance to a Lot.

5.3 The Corporation shall have two (2) classes of voting Membership:

Class A: Class A Members shall be all Owners of Lots in the PEBBLEBROOKE LAKES, PHASE 1 excluding Declarant. There shall be only one (1) Class A Member per platted Lot. When more than one (1) person holds an interest in any such Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

Class B: The Class B Member shall be The Declarant or any successor Declarant and shall be entitled to ten (10) votes for each Lot owned. The Class B Membership shall cease and be converted to Class A

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Membership on the happening of one of the following events, whichever occurs earlier:

5.3.1

Three (3) months after ninety (90%) percent of the Lots in all Phases of the Subdivision that will ultimately be operated by the Association have been conveyed to members other than the Declarant (for purposes of this section, the term "members other than the Declarant" shall not include builders, contractors or others who purchase a Lot for the purpose of constructing improvements thereon for resale); or

5.3.2 On January 31, 2015; or

5.3.3 The Declarant elects to terminate its Class B Membership, and convert to Class A Membership.

5.4 All or any part of the Declarants voting rights as a Class B Member may be assigned by it to one or more individuals or entities.

6.0 EXISTENCE AND DURATION. Existence of the ASSOCIATION shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The ASSOCIATION shall exist in perpetuity.

7.0 ADDRESS. The initial principal office of the ASSOCIATION shall be located at 255 East Drive, Melbourne, Florida 32904. The ASSOCIATION may maintain offices and transact business in such other places, within or without the State of Florida, as may from time to time be designated by the Board of Directors.

8.0 DIRECTORS.

8.1 The affairs and property of the ASSOCIATION shall be managed and governed by a Board of Directors composed of not less than three (3) nor more than seven (7) Directors. The first Board of Directors shall have three (3) Members, and the number of directors on subsequent Boards will be determined from time to time in accordance with the provisions of the By-Laws of the ASSOCIATION. Directors need not be Members of the ASSOCIATION.

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8.2 Directors of the ASSOCIATION shall be elected in the manner determined by the By-laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided for in the By-Laws.

8.3 The Directors named in these Articles shall serve until the Turnover Date, or until otherwise removed by the Declarant as provided for in the By-Laws and any vacancies in their number occurring before the Turnover Date shall be filled by the remaining directors or by the Declarant as provided for in the By-Laws of this ASSOCIATION.

8.4 The names and addresses of the Members of the first Board of Directors who shall serve until their successors are appointed and have qualified, or until removed, are as follows:

<u>Name</u>	<u>Address</u>
Kenneth P. Saundry, Jr.	255 East Drive, Suite D, Melbourne, Florida 32904
Kenneth P. Saundry, Sr.	255 East Drive, Suite D, Melbourne, Florida 32904
Karen Pacyga	255 East Drive, Suite D Melbourne, Florida 32904

9.0 **ELECTION.** The ASSOCIATION shall, through its Board of Directors and officers, file the necessary annual election to become a "Homeowners ASSOCIATION" as defined in the Internal Revenue Code or similar provisions of corresponding law subsequently enacted. The ASSOCIATION shall be operated at all times in such a manner as to maintain its eligibility for tax-exempt status.

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10.0 INCORPORATORS. The name and address of the Incorporator of the corporation is as follows:

<u>Name</u>	<u>Address</u>
Kenneth P. Saundry, Jr.	255 East Drive, Suite D, Melbourne, Florida 32904

11.0 BY-LAWS. The original Bylaws of the ASSOCIATION shall be adopted by a majority vote of the first Board of Directors of the ASSOCIATION present at the first meeting of the Board of Directors at which a quorum is present and, thereafter, such Bylaws may be altered, amended, or rescinded only as provided in the By-Laws.

12.0 INDEMNIFICATION.

12.1 Indemnity. 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 (other than an action by or in the right of the ASSOCIATION) by reason of the fact that such person is or was a director, officer, employee, or agent of the ASSOCIATION, against expenses (including attorneys' fees and appellate attorneys' fee), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding, provided such person acted in good faith and in a manner reasonably believed by him or her to be in, or at least not opposed to, the best interest of the ASSOCIATION and with respect to any criminal action or proceeding, such person had no reasonable cause to believe his or her conduct was unlawful; except, 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 because of gross negligence or willful misfeasance or malfeasance in the performance of his or her duties to the ASSOCIATION, unless and only to the extent that the court in which such action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such court shall deem proper. 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 and in a manner

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which he or she reasonably believed to be in, or at least not opposed to, the best interest of the ASSOCIATION and, with respect to any criminal action or proceeding, such person had no reasonable cause to believe that his or her conduct was unlawful.

12.2 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 Paragraph 12.1 hereof, or in defense of any claim, issue, or matter therein, such person shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him or herein connection therewith.

12.3 Approval. Any indemnification under Paragraph 12.1 hereof (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, officer, employee, or agent is proper in the circumstances because such person has met the applicable standard of conduct set forth in such paragraph 12.1 hereof. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of directors who are not parties to such action, suit, or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (c) by a majority of the Members of the ASSOCIATION.

12.4 Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the ASSOCIATION in advance of the final disposition of such action, suit, or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the director, officer, employee, or agent to repay such amount unless it shall ultimately be determined that such person is entitled to indemnification by the ASSOCIATION as authorized in this Article.

12.5 Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which such person seeking indemnification may be entitled under any By-Law, agreement, vote of the Members of the ASSOCIATION, or otherwise, both as to action in his or her official capacity while holding such office, as well as continuing to such a person after he or she has ceased to be a director, officer, employee, or agent. Such indemnification shall inure to the benefit of the heirs, personal representatives, and administrators of such person.

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12.6 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 or arising out of his or her status as such, whether or not the ASSOCIATION would have the power to indemnify such person against such liability under the provisions of this Article.

13.0 AMENDMENTS.

13.1 Amendments While Declarant Holds Two-Thirds (2/3) of the Total Membership Votes (Class A and Class B Combined). At any time the Declarant's designees hold two-thirds (2/3) of the total Membership votes (Class A and Class B combined), these Articles may be amended by the majority vote of the Board of Directors.

13.2 Amendments While Declarant Does Not Hold Two-Thirds (2/3) of the Total Membership Votes. At any time the Declarants designees do not hold two-thirds (2/3) of the total Membership votes, amendments to these Articles of Incorporation may be proposed by the Board of Directors of the ASSOCIATION acting upon a vote of the majority of the directors, or by Members of the ASSOCIATION owning not less than one-third of the Lots, whether meeting as Members or by instrument in writing signed by them. Upon any Amendment or Amendments to the Articles of Incorporation being proposed by said Board of Directors, or Members, such proposed Amendment or Amendments shall be transmitted to the President of the ASSOCIATION or, in the absence of the President, such other officer of the ASSOCIATION who shall thereupon call a special meeting of the Members of the ASSOCIATION for a date not sooner than twenty (20) days nor later than sixty (60) days from the receipt by him or her of the proposed Amendment or Amendments, and it shall be the duty of the Secretary to give to each Member written or printed notice of such special meeting, stating the time and place thereof, and reciting the proposed Amendment or Amendments in reasonably detailed form, which notice shall be mailed not less than ten (10) days nor more than thirty (30) days before the date set for such special meeting. If mailed, such notice shall be deemed to have been given when deposited in the United States mail addressed to the Member at his post office address as it appears on the records of the ASSOCIATION, the postage thereon prepaid. Any

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Member may waive such notice, by written waiver of notice. And, when such waiver of notice is filed in the records of the ASSOCIATION (whether before or after the holding of the meeting), it shall be deemed equivalent to the giving of such notice to such Member.

At such meeting, if the Declarant maintains a Class B Membership, the Amendment or Amendments proposed must be approved by an affirmative vote of members holding at least two-thirds (2/3) of the total membership votes in order for such Amendment or Amendments of the Articles of Incorporation to be transcribed and certified by the President and Secretary of the ASSOCIATION as having been duly adopted and the original or an executed copy of such Amendment or Amendments so certified and executed with the same formalities as a deed shall be filed with the Secretary of State for the State of Florida within twenty (20) days from the date on which the same became effective, such Amendment or Amendments to refer specifically to the recorded data identifying the Declaration. Thereafter a copy of said Amendment or Amendments shall be mailed or delivered to all of the Members of the ASSOCIATION, but mailing or delivering a copy thereof shall not be a condition precedent to the effectiveness of such Amendment or Amendments. At any meeting held to consider such Amendment or Amendments, the written vote of any Member of the ASSOCIATION shall be recognized if such Member is not in attendance at such meeting or represented there at by proxy, provided such written vote is delivered to the Secretary of the ASSOCIATION at or prior to such meeting.

At such meeting, if the Declarant no longer maintains a Class B Membership, the Amendments or Amendments proposed must be approved solely by an affirmative vote of members holding at least a two-thirds (2/3) vote of the total number of members of the Association entitled to vote thereon and the above-referenced procedure for certification, filing and recording shall be followed.

The Declarant specifically reserves the absolute and unconditional right, as long as Declarant owns any Lot, to amend these Articles without the consent or joinder of any party to: (i) conform to the requirements of the South Florida Water Management District, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration, Department of Housing and Urban Development, or any other generally recognized institution involved in the purchase and sale of home loan mortgages, or pursuant to any requirement of any federal, state or local governmental entity, agency or authority; (ii) conform to

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the requirements of mortgage lenders or title insurance companies; or (iii) perfect, clarify, or make internally consistent the provisions herein.

Notwithstanding any other terms or conditions contained herein, no amendments may be made to these Articles amending or terminating the rights of the Declarant without the prior written consent of the Declarant.

If Declarant has elected to obtain HUD/FHAVA certification of the Subdivision and there is a Class B Membership, the following actions shall require the prior approval of the Department of Housing and Urban Development, Federal Housing Administration or the Veterans Administration: (i) annexation of additional properties; (ii) dedication of Common Areas; (iii) amendment of these Articles of Incorporation; (iv) merger and/or consolidation of this Corporation; (v) mortgaging of any Common Areas in the Subdivision; or (vi) dissolution of the Corporation.

14.0 ASSOCIATION ASSETS.

14.1 The share of a Member in the funds and assets of the ASSOCIATION cannot be assigned, hypothecated, or transferred in any manner, except as an appurtenance to such Member's Lot. The funds and assets of the ASSOCIATION shall belong solely to the ASSOCIATION subject to the limitation that the same be expended, held, or used for the benefit of the Membership and for the purposes authorized herein, in the Declaration, and in the By-Laws of this ASSOCIATION.

14.2 In the event of a permanent dissolution of the ASSOCIATION, the assets shall be dedicated to a public body, or conveyed to a non-profit organization with similar purposes. However, in no event shall Collier County, Florida (or any other governmental entity as may be applicable) be obligated to accept any dedication offered to it by the ASSOCIATION pursuant to this Section.

14.3 In the event of termination, dissolution or final liquidation of the ASSOCIATION, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the South Florida Water Management District prior to such termination, dissolution or liquidation.

15.0 TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED.

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15.1 No contract or transaction between the ASSOCIATION and one or more of its directors or officers, or between the 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 have 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 committee thereof which authorized the contract or transaction, or solely because his or her or their votes are counted for such purpose. No director or officer of the ASSOCIATION shall incur liability by reason of the fact he or she is or may be interested in any such contract or transaction.

15.2 The ASSOCIATION shall be free to contract with the Declarant, its directors and officer, and any other corporation in which any of them are interested.

15.3 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 such a contract or transaction.

16.0 INITIAL REGISTERED OFFICE ADDRESS AND NAME OF REGISTERED AGENT. The street address of the initial registered office of the ASSOCIATION is 255 East Drive, Melbourne, Florida 32904 and the initial registered agent of the ASSOCIATION at that address is Kenneth P. Saundry, Jr.

17.0 DUTIES AND POWERS RELATED TO SURFACE WATER AND STORMWATER MANAGEMENT SYSTEMS FOR THE PROPERTY.

17.1 The ASSOCIATION shall operate maintain and manage the surface water or stormwater management system(s) in a manner consistent with the South Florida Water Management District permit requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein.

17.2 The ASSOCIATION shall levy and collect adequate assessments against Members of the ASSOCIATION for the costs of maintenance and operation of the surface water or stormwater management system in accordance with the permit requirements and applicable district rules.

AUDIT NUMBER.....H98000008569

IN WITNESS WHEREOF, the Incorporator has affixed his signature this 6th day of May, 1998.

Kenneth P. Saundry, Jr.
Kenneth P. Saundry, Jr.

Robert W. Wattwood
Witness Robert W. Wattwood
Mary J. Rank
Witness Mary J. Rank

ACKNOWLEDGEMENT

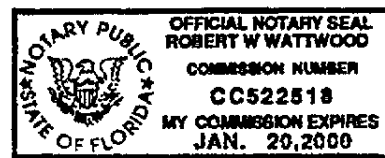
STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument has been acknowledged before me this 6th of May, 1998, by Kenneth P. Saundry, Jr. acknowledges that he executed the foregoing Articles of Incorporation for the purposes expressed in such Articles, and who is personally known to me and who did take an oath.

NOTARY PUBLIC

Robert W. Wattwood
Signature
Robert W. Wattwood
Print Notary Name

State of Florida at Large (Seal)
My Commission Expires:



AUDIT NUMBER.....H98000008569

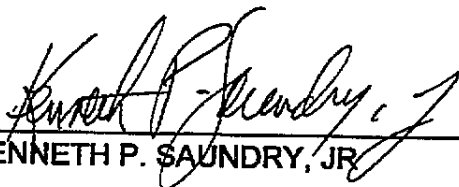
**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR
DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS
STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

Pursuant to Chapter 48.091, Florida Statutes, the following is submitted in compliance with said Act:

FIRST, that PEBBLEBROOKE LAKES HOMEOWNERS' ASSOCIATION NO. 1, INC., desiring to organize under the laws of the State of Florida, with its principal office as indicated by the Articles of Incorporation in the City of Melbourne, County of Brevard, State of Florida, has named Kenenth P. Saundry, Jr., located at 255 East Drive, Melbourne, Florida 32904, as its agent to accept service of process within this State.

ACKNOWLEDGMENT:

Having been named to accept service of process for the above stated corporation at the place designated in this Certificate, I hereby accept to act in this capacity and agree to comply with the provisions of said Act relative to keeping open said office.


KENNETH P. SAUNDRY, JR.

98 MAY 11 PM 12:50
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

BBLs
SURVEYORS & MAPPERS INC.
14848 OLD 41, SUITE 4
NAPLES, FLORIDA 34110
TELEPHONE: 941-597-1315
FAX: 941-597-5207

PHASE 1
PEBBLEBROOKE LAKES

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA; THENCE N.89°09'31"W., ALONG THE SOUTHERLY LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 100.08 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF C.R. 951, A 100.00 FOOT RIGHT-OF-WAY; THENCE CONTINUE N.89°09'31"W., ALONG SAID SOUTHERLY LINE, A DISTANCE OF 1119.83 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N.89°09'31"W., ALONG SAID SOUTHERLY LINE, A DISTANCE OF 1422.94 FEET; TO THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4; THENCE N.01°26'41"W., ALONG THE WESTERLY LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 1252.24 FEET; THENCE N.88°32'28"E., A DISTANCE OF 1008.50 FEET TO A POINT ON A CURVE TO THE LEFT, HAVING: A RADIUS OF 135.00 FEET, A CENTRAL ANGLE OF 78°37'55", A CHORD BEARING OF S.10°25'00"E. AND A CHORD LENGTH OF 171.07 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 185.27 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.49°43'57"E., A DISTANCE OF 185.52 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 115.00 FEET, A CENTRAL ANGLE OF 27°51'50", A CHORD BEARING OF S.63°39'52"E. AND A CHORD LENGTH OF 55.38 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 55.93 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.77°35'47"E., A DISTANCE OF 129.11 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 1150.00 FEET, A CENTRAL ANGLE OF 08°59'20", A CHORD BEARING OF S.73°06'07"E. AND A CHORD LENGTH OF 180.23 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 180.42 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 65.00 FEET, A CENTRAL ANGLE OF 50°44'53", A CHORD BEARING OF N.86°01'06"E. AND A CHORD LENGTH OF 55.71 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 57.57 FEET TO THE POINT OF COMPOUND

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CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 135.00 FEET, A CENTRAL ANGLE OF 56°46'28", A CHORD BEARING OF N.32°15'26"E. AND A CHORD LENGTH OF 128.37 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 133.77 FEET TO THE END OF SAID CURVE; THENCE N.88°31'19"E., A DISTANCE OF 154.15 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 260.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF S.43°31'19"W. AND A CHORD LENGTH OF 367.70 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 408.41 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.01°28'41"E., A DISTANCE OF 487.12 FEET; THENCE N.89°09'31"W., A DISTANCE OF 147.30 FEET; THENCE S.00°50'29"W., A DISTANCE OF 115.00 FEET; THENCE S.89°09'31"E., A DISTANCE OF 39.23 FEET; THENCE S.00°50'29"W., A DISTANCE OF 155.00 FEET TO THE SOUTHERLY LINE OF SAID NORTHEAST 1/4 AND THE POINT OF BEGINNING, PARCEL CONTAINS 40.85 ACRES, MORE OR LESS.

BEARINGS HEREON REFER TO AN ASSUMED BEARING OF S.01°28'41"E. ALONG THE EASTERLY LINE OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA.

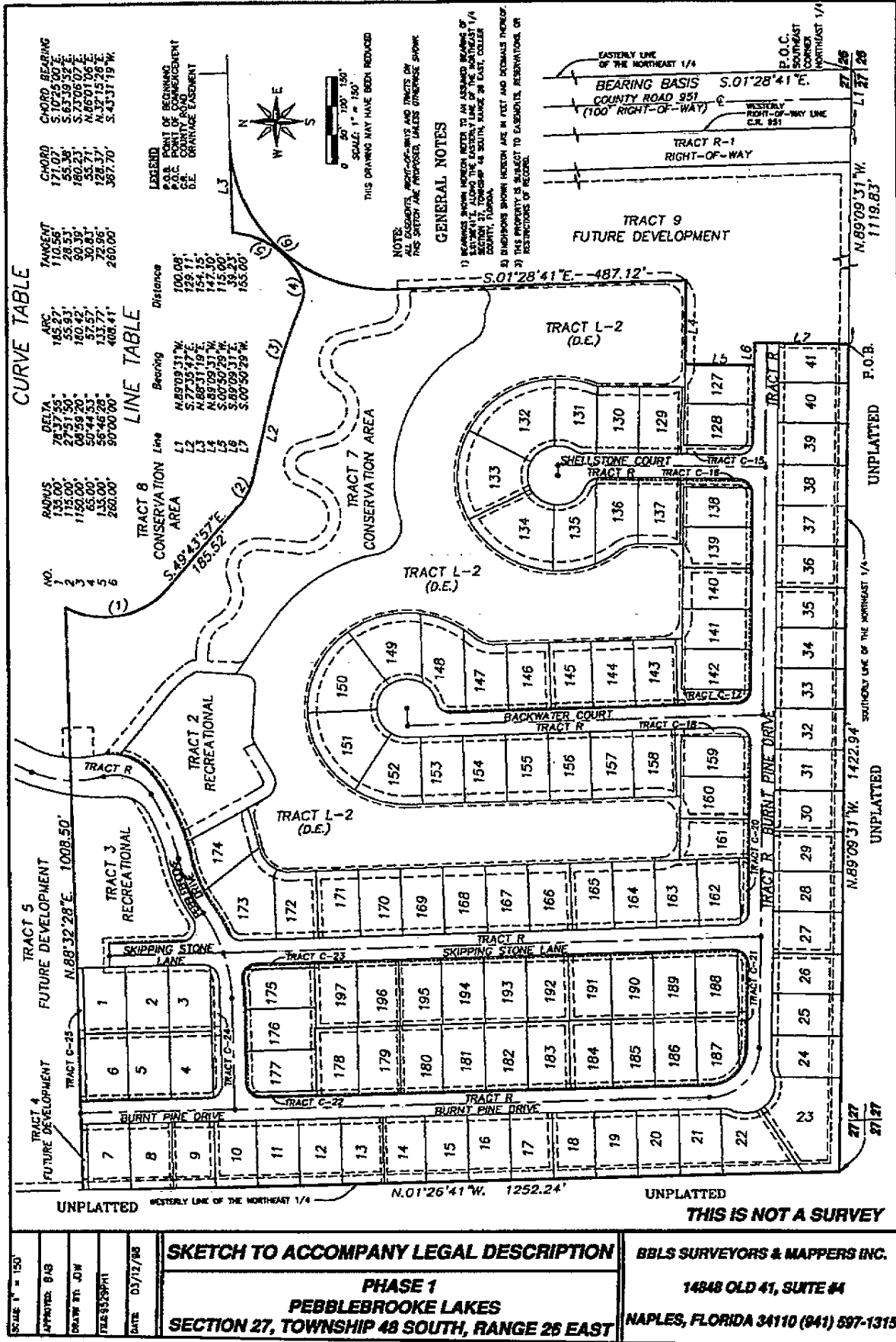
THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

Brett A. Bishop 3-19-98
 BRETT A. BISHOP, STATE OF FLORIDA, (L.S. #4760)
 BBL SURVEYORS & MAPPERS INC., (L.B. #6753)

9529PH1.SAM
 PROOFED 03/18/98

(SEE ATTACHED SKETCH)

AUDIT NUMBER H98000008569



CURVE TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING
1	135.00'	2837.55"	145.97'	110.56'	171.07'	S.102°25'00"E.
2	115.00'	2751.50"	55.93'	28.53'	55.38'	S.63°39'52"E.
3	115.00'	2751.50"	55.93'	28.53'	55.38'	S.73°06'07"E.
4	65.00'	5074.53"	57.57'	30.83'	55.71'	N.86°01'06"E.
5	135.00'	5646.28"	133.77'	72.96'	128.37'	N.37°15'28"E.
6	280.00'	50700.00"	408.41'	260.00'	387.70'	S.43°31'19"W.

LINE TABLE

NO.	BEARING	DISTANCE
1	N.89°09'31"W.	100.00'
2	S.77°35'47"E.	129.17'
3	N.88°31'19"E.	154.75'
4	N.89°09'31"W.	147.30'
5	S.00°50'29"W.	15.00'
6	S.89°09'31"E.	39.23'
7	S.00°50'29"W.	155.00'

GENERAL NOTES

1) GENERAL NOTES APPLY TO ALL AREAS SHOWN ON THIS SKETCH UNLESS OTHERWISE SHOWN.

2) THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS, OR RESTRICTIONS OF RECORD.

3) DIMENSIONS SHOWN HEREIN ARE IN FEET AND DECIMAL THEREOF.

4) THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS, OR RESTRICTIONS OF RECORD.

5) DIMENSIONS SHOWN HEREIN ARE IN FEET AND DECIMAL THEREOF.

6) THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS, OR RESTRICTIONS OF RECORD.

SCALE 1" = 150'

APPROVED: BMS

DRAWN BY: JOW

TITLE: 8325PH1

DATE: 03/12/98

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

PHASE 1

PEBBLEBROOKE LAKES

SECTION 27, TOWNSHIP 48 SOUTH, RANGE 26 EAST

BBS SURVEYORS & MAPPERS INC.

14848 OLD 41, SUITE #4

NAPLES, FLORIDA 34110 (941) 597-1315