



THE UNITED STATES
CORPORATION
COMPANY

N00000002389

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00 APR -7 AM 11:47

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ACCOUNT NO. : 072100000032

REFERENCE : 655381 4718535

AUTHORIZATION :

COST LIMIT : \$ 87.50

ORDER DATE : April 7, 2000

ORDER TIME : 4:07 PM

ORDER NO. : 655381-005

300003200733--5

CUSTOMER NO: 4718535

CUSTOMER: Ms. Mary W. Monaco
PORTER WRIGHT MORRIS & ARTHUR
PORTER WRIGHT MORRIS & ARTHUR
Suite 300
5801 Pelican Bay Boulevard
Naples, FL 34108

DOMESTIC FILING

NAME: THE RENAISSANCE CENTER
PROPERTY OWNERS ASSOCIATION,
INC.

EFFECTIVE DATE:

XX ARTICLES OF INCORPORATION
 CERTIFICATE OF LIMITED PARTNERSHIP

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
 PLAIN STAMPED COPY
XX CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Ellyn Herndon

EXAMINER'S INITIALS:

DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

00 APR -7 PM 4:42

RECEIVED

W 9401
PH 4/10/00



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

RESUBMIT

Please give original
filing date as file date.

April 10, 2000

CSC NETWORKS

SUBJECT: RENAISSANCE CENTER PROPERTY OWNERS ASSOCIATION,
INC.
Ref. Number: W00000009401

We have received your document for RENAISSANCE CENTER PROPERTY OWNERS ASSOCIATION, INC. and the authorization to debit your account in the amount of \$87.50. However, the document has not been filed and is being returned for the following:

Section 617.0202(d), Florida Statutes, requires the manner in which directors are elected or appointed be contained in the articles of incorporation or a statement that the method of election of directors is as stated in the bylaws.

The incorporator is not consistent in the document.

Please return the original and one copy of your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6915.

Pamela Hall
Document Specialist

Letter Number: 100A00019503

RECEIVED
00 APR 11 AM 9:03
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

**ARTICLES OF INCORPORATION
OF
THE RENAISSANCE CENTER PROPERTY OWNERS ASSOCIATION, INC.**

FILED
00 APR -7 AM 11:48
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

By these Articles of Incorporation, the undersigned Subscriber forms a corporation not for profit in accordance with Chapter 617, Florida Statutes, and pursuant to the following provisions (the "Articles"):

ARTICLE 1 - Name

The name of the corporation, hereinafter referred to as the "Association", is THE RENAISSANCE CENTER PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE 2 - Existence and Duration

The corporation shall exist perpetually unless and until dissolved according to law. Corporate existence of the Association shall commence upon the filing of these Articles with the Florida Department of State.

ARTICLE 3 - Definitions

The terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration of Covenants, Conditions and Restrictions for The Renaissance Center (the "Declaration") to be recorded in the Public Records of Lee County, Florida, unless herein provided to the contrary, or unless the content otherwise requires.

ARTICLE 4 - Principal Office

The address of the corporation and of the corporation's principal office is 325 Sedgwick Circle, Naples, Florida 34108.

ARTICLE 5 - Registered Office and Agent

JOSEPH E. D'JAMOOS, whose address is 325 Sedgwick Circle, Naples, Florida 34108, is hereby appointed the initial registered agent of the Association and the registered office shall be at said address.

ARTICLE 6 - Purpose and Powers of the Association

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 is formed to provide for, among other things, the improvement, maintenance, preservation and architectural control of the Properties and to promote the recreation, health, safety and welfare of the Owners. The Association shall have all the powers of a nonprofit 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 of Covenants, Conditions and Restrictions for The Renaissance Center.

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, 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 or Common Area 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 developer, management agent, governmental unit, public body or similar entity. Any instrument effecting such a transfer shall specify the duration thereof and the means of revocation.

The Association shall assist in the enforcement of the provisions contained in the Declaration of Covenants, Conditions and Restrictions for The Renaissance Center Property Owners Association, Inc., and all subsequent amendments thereto, which Association operates, maintains and manages the surfacewater or stormwater management system(s) in a manner consistent with the South Florida Water Management District permit requirements, applicable District rules and applicable requirements of governmental entities with jurisdiction.

The Association shall levy and collect adequate assessments against Members of the Association for the cost of maintenance and operation of the surfacewater or stormwater management system which is operated, maintained and managed in accordance with the Declaration and all subsequent amendments thereto.

ARTICLE 7 - Membership

Each Owner, including the Declarant, shall be a Member of the Association. Any person or entity who holds any interest merely as a security for the performance of any obligation shall not be a Member. The Association membership of each Owner shall be appurtenant to the Unit, Lot or Parcel giving rise to such

membership, and shall not be transferred except upon the transfer of title to said Unit, Lot or Parcel and then only to the transferee of title thereto. Any prohibited separate transfer shall be void. Any transfer of title shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof.

The Owners of each Unit, Lot or Parcel, collectively, shall be entitled to the number of votes in Association matters as set forth in the Declaration and the Bylaws. The manner of exercising voting rights shall be as set forth in the Bylaws.

ARTICLE 8 - Voting Rights

The Association shall have two (2) classes of voting membership:

8.1. Class "A". Class "A" Members shall be all Owners of Parcels within the Property, with the exception of the Declarant. All Members except the Declarant shall be entitled on all issues to the following number of votes per Parcel, out of a total of 5,724 votes, as follows below. If a Parcel is further subdivided, the aggregate of that Parcel's votes shall be assigned on a prorata share based upon the relative square footage of the subdivided portions.

<u>Parcel</u>	<u>Parcel Square Footage</u>	<u>Votes Per Parcel</u>
Parcel A	203,119	2,031
Parcel B	91,734	917
Parcel C	83,458	835
Parcel D	194,058	1,941
Total Votes		5,724

8.2. Class "B". The Class "B" Members shall be the Declarant and any successor of the Declarant who takes title to and to whom Declarant assigns in writing one or more of the Class "B" votes. Upon the execution of this Declaration, the Class "B" Members shall be entitled to three times the number of votes for every Parcel owned by a Class "B" Member, as these votes are designated in subsection 2.3(a) of this Declaration. The Class "B" membership shall terminate and become converted to Class "A" membership upon the happening of the earlier of the following:

- (1) When the total outstanding Class "A" votes in the Association equal the total outstanding Class "B" votes; or

(2) On April 1, 2007; or

(3) When, in its discretion the Declarant so determines.

From and after the happening of any one of these events, the Declarant shall call a meeting as provided in the Bylaws for special meetings to advise the Association membership of the termination of Class "B" status. The Class "B" Members shall cast on all issues their votes as they among themselves determine. It shall be permitted for the Declarant to retain and to cast all Class "B" votes.

8.3 The Declarant Veto Power. From and after the termination of the Class "B" membership, the Declarant shall have a veto power over all actions of the Association and the Board of Directors of the Association. This power shall expire when the Class "A" votes, other than those held by the Declarant, equals ninety percent (90%) of the total membership vote (regardless of class distinction) of the Association.

No action authorized by the Association or the Board of Directors shall become effective nor shall any action, policy or program be implemented until and unless:

- a. The Declarant shall have been given written notice of each meeting of the Members and of the Board of Directors by certified mail, return receipt requested or by personal delivery, at the address it has registered from time to time with the secretary of the Association, which notice otherwise complies with the terms of the Bylaws as to regular and special meetings of the Members and Board of Directors, and which notice shall set forth with reasonable particularity the agenda to be followed at said meeting; and
- b. The Declarant shall have been given the opportunity at each such meeting, if Declarant so desires, to join in, or to have its representatives or agents join in, discussion of any prospective action, policy, or program to be implemented by the Board or the Association. The Declarant and its representatives or agents may make its concerns and suggestions known to the Members of the Association or of the Board. At such meeting the Declarant shall have, and is hereby granted, a veto power over any such action, policy or program authorized by the Board of Directors, the Association officers, or Association membership, and to be taken by said Board, the officers or agents of the Association, or any individual Member of the Association (if Association or Board approval is necessary for said Member's action). Except as set forth in subsection (c) below, the Declarant veto must be exercised by the Declarant, its representatives, or agents at or

before the meeting to consider proposed action. The veto power shall not include the authority to require any affirmative action on behalf of the Board or the Association; and

- c. If any action, policy or program is to be implemented by prior consent without the formality of a meeting, then the Declarant shall be provided a written notice and description of the proposed action, policy or program at least ten (10) days in advance of such implementation, and the Declarant shall have ten (10) days after receipt of such notice to exercise its veto.

8.3 Multiple Owners. Each vote in the Association must be cast as a single vote, and fractional votes shall not be allowed. 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 casts a vote on behalf of a particular Parcel, 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 is cast for a particular Parcel, none of said votes shall be counted and said votes shall be deemed void.

ARTICLE 9 - Indemnification

To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director and every officer of the Association against all expenses and liabilities, including attorneys' fees, actually and reasonably incurred by or imposed upon a Director or officer in connection with any legal proceeding (or settlement or appeal of such proceeding) to which a Director or officer may be a party because of being or having been a Director or officer of the Association. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that a Director's or officer's actions or omissions to act were material to the cause adjudicated and involved:

- a. Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgment in its favor.
- b. A violation of criminal law, unless the Director or officer had no reasonable cause to believe their action was unlawful or had reasonable cause to believe their action was lawful.
- c. A transaction from which the Director or officer derived an improper personal benefit.

- d. Wrongful conduct by Directors or officers appointed by the Declarant, in a proceeding brought by or on behalf of the Association.

In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interests of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer may be entitled.

ARTICLE 10 - Bylaws

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

ARTICLE 11 - Amendments

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

11.1 Resolution. The Board of Directors shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the annual or a special meeting.

11.2 Notice. Within the time and in the manner provided in the Bylaws for the giving of notice of meetings of Members, written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record entitled to vote thereon. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

11.3 Vote Required. Except as otherwise required for by Florida law, these Articles of Incorporation may be amended by vote of a majority of the voting interests at any annual or special meeting, or by approval in writing of a majority of the voting interests without a meeting, provided that notice of any proposed amendment has been given to the Members of the Association, and that the notice contains a fair statement of the proposed amendment.

11.4. Multiple Amendments. Any number of amendments may be submitted to the Members and voted upon by them at one meeting.

11.5 Agreement. If all of the Directors and all of the Members eligible to vote sign a written statement manifesting their intention that an amendment to these Articles be adopted, then the amendment shall thereby adopted as though Items A through C had been satisfied.

11.6. Action Without Directors. The Members may amend these Articles without an act of the Directors at a meeting for which notice of the changes to be made is given.

11.7 Limitations. No amendment shall make any changes in the qualifications for Members nor the voting rights of Members without approval in writing by all Members. No amendment shall be made that is in conflict with the Declaration. No amendment shall be inconsistent with the requirements of any governmental body having jurisdiction, and any amendments which directly or indirectly impact operation and maintenance of the surfacewater management system shall require the approval of the South Florida Water Management District. As long as the Declarant shall own any lands within the Properties, no Declarant-related amendment shall be made in the Declaration, the Article or Bylaws of the Association unless such amendment is first approved in writing by the Declarant. 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 the Declarant in a manner different from the manner in which it relates to other Owners;
- b. Modifies the definitions provided for by Section 1 of the Declaration in a manner that alters the Declarant's rights or status;
- c. Alters the character and rights or membership as provided for in Section 2 of the Declaration or affects or modifies in any manner whatsoever the rights of the Declarant as a Member of the Association;
- d. Modifies or repeals any provision of Section 3 of the Declaration;
- e. 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, with respect to zoning, streets, roads, driveways, easements or facilities;

- f. Denies the right of the Declarant to convey Association Common Area;
- g. Modifies the basis or manner of assessment as applicable to the Declarant or any lands owned by the Declarant;
- h. Alters or repeals any of the Declarant's rights or any provision applicable to the Declarant's right as provided for by such provision of the Declaration.

11.8 Filing. A copy of each amendment shall be certified by the Secretary of State, State of Florida, and shall be recorded in the Public Records of Lee County, Florida.

11.9 Water Management District Requirements. Amendments to these Articles or Bylaws which directly or indirectly impact operation and maintenance of the surfacewater management system, including but without limitation, all lakes, ditches, canals, retention or detention areas, drainage, other surfacewater management works, and preservation or conservation areas, wetlands and wetland mitigation areas which are owned or controlled by the Association, Owners or the Owners in common, may be made only after approval by the South Florida Water Management District and/or local government jurisdiction. Such approval shall be in the form of a modification to any and all permits issued by the South Florida Water Management District under the lawfully adopted rules of the South Florida Water Management District in effect at the time of application for such modification. Amendments to the Articles or the Bylaws which do not impact operation or maintenance of the system may be made without authorization of the South Florida Water Management District; however, copies of any such amendments shall be forwarded to the District within thirty (30) days of approval.

ARTICLE 12 - Names and Addresses of Incorporator

The name and address of the Incorporator to these Articles of Incorporation are as follows:

<u>Name</u>	<u>Address</u>
Joseph E. D'Jamoos	325 Sedgwick Circle Naples, Florida 34108

ARTICLE 13 - Non-Stock Corporation

The Association is organized on a non-stock basis and shall not issue shares of stock evidencing membership in the Association; provided, however, that membership in the Association may be evidenced by a certificate of membership which shall contain a statement that the Association is a corporation not for profit.

ARTICLE 14 - Initial Directors

14.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a Board of Directors consisting of the number of Directors determined in the manner provided by the Bylaws, but which shall consist of not less than three (3) Directors, and in the absence of such determination, shall consist of three (3) Directors. Directors need not be members of the Association during the period of time prior to turnover by the Developer.

14.2 Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners when such approval is specifically required.

14.3 Election; Removal. Directors of the Association shall be elected by the members in the manner determined by and subject to the qualifications set forth in the Bylaws. Directors may be removed and vacancies of the Board of Directors shall be filled in the manner provided by the Bylaws.

14.4 Term of Developer's Directors. The Developer of the Condominium shall appoint the members of the first Board of Directors and their replacements who shall hold office for the periods described in the Bylaws. The initial Directors of the Association shall be:

<u>Name</u>	<u>Address</u>
Joseph E. D'Jamoos	325 Sedgwick Circle
Teresa L. D'Jamoos	Naples, FL 34108
Andrew J. D'Jamoos	

ARTICLE 15 - Registered Agent

The initial registered agent and registered office of the Association shall be:

Joseph E. D'Jamoos
325 Sedgwick Circle
Naples, FL 34108

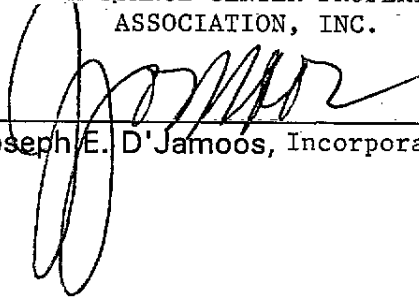
ARTICLE 16 - Termination, Dissolution or Liquidation of Association

The Association may be dissolved with the assent given in writing and signed by not less than eighty percent (80%) of the Members. Prior to termination, dissolution or liquidation of the Association, all property, interest in property, whether real, personal, or mixed, which is directly or indirectly related to the surfacewater management system, including but without limitation, all lakes, ditches, canals, retention or detention areas, drainage, other surfacewater management works, and preservation or conservation areas, wetlands and wetland mitigation areas which are owned or controlled by the Association or the Owners in common, will be dedicated to and accepted for maintenance by the appropriate unit of government or otherwise transferred to and accepted for maintenance by an approved entity which would comply with section 40C-42.027, Florida Administrative Code. Dedication or approval must be authorized and approved by the South Florida Water Management District prior to such termination, dissolution or liquidation. Such modification shall be made under the lawfully adopted rules of the South Florida Water Management District in effect at the time of application for such modification. Any such termination, dissolution or liquidation is contingent upon the successor in ownership being able to satisfy any requirements of the South Florida Water Management District so as to not affect any existing permits.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, I, the undersigned, constituting the Incorporator of this Association, have executed these Articles of Incorporation this 6th day of April, 2000.

THE RENAISSANCE CENTER PROPERTY OWNERS
ASSOCIATION, INC.

BY:



Joseph E. D'Jamoos, Incorporator

ACKNOWLEDGMENT

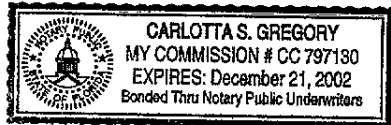
State of Florida

County of Collier

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JOSEPH E. D'JAMOOS, who has produced Florida's driver's license as identification, to be the subscriber described in the foregoing Articles of Incorporation, who acknowledged the execution of the said Articles of Incorporation for the purposes therein expressed, and did not take an oath.

6th WITNESS my hand and official seal in the State and County aforesaid on this day of April, 2000.

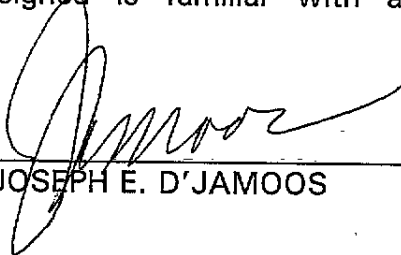
(Seal)



Carlotta S. Gregory
Notary Public, State of Florida

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

Having been named to accept service of process for THE RENAISSANCE CENTER PROPERTY OWNERS ASSOCIATION, INC. at the place designated in these Articles of Incorporation, the undersigned is familiar with and accepts the obligations of that position.



JOSEPH E. D'JAMOOS

Date: April 6, 2000

NAPLES/205619 v.01

FILED
00 APR -7 AM 11:48
CLERK OF STATE
TALLAHASSEE, FLORIDA