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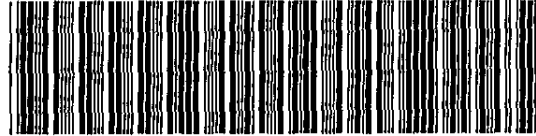
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1/5/05

CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

Estero Verde Homeowners
Association, Inc.

Signature _____

Requested by: _____

Name _____

Date 1/4/05

Time 10:13

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- ☒ Art of Inc. File _____
- _____ LTD Partnership File _____
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- _____ L.C. File _____
- _____ Fictitious Name File _____
- _____ Trade/Service Mark _____
- _____ Merger File _____
- _____ Art. of Amend. File _____
- _____ RA Resignation _____
- _____ Dissolution / Withdrawal _____
- _____ Annual Report / Reinstatement _____
- _____ Cert. Copy _____
- ☒ Photo Copy _____
- _____ Certificate of Good Standing _____
- _____ Certificate of Status _____
- _____ Certificate of Fictitious Name _____
- _____ Corp Record Search _____
- _____ Officer Search _____
- _____ Fictitious Search _____
- _____ Fictitious Owner Search _____
- _____ Vehicle Search _____
- _____ Driving Record _____
- _____ UCC 1 or 3 File _____
- _____ UCC 11 Search _____
- _____ UCC 11 Retrieval _____
- _____ Courier _____

ARTICLES OF INCORPORATION
FOR
ESTERO VERDE HOMEOWNER'S ASSOCIATION, INC.

FILED
2005 JAN -4 PM 12:28
SECRETARY
TALLAHASSEE FLORIDA

The undersigned Incorporator, for the purpose of forming a not for profit corporation pursuant to the laws of the State of Florida, hereby adopts the following Articles of Incorporation:

ARTICLE 1
NAME

The name of the corporation is ESTERO VERDE HOMEOWNER'S ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association," these Articles of Incorporation as the "Articles," and the Bylaws of the Association as the "Bylaws."

ARTICLE 2
OFFICE

The principal office of the Association is located at 26251 S. Tamiami Trail, Suite 6, Bonita Springs, Florida 34134, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office or at such other place as may be permitted by Chapter 617, Florida Statutes, the Florida Not for Profit Corporation Act (the "Act"), and Chapter 720, Florida Statutes.

ARTICLE 3
PURPOSE

The objects and purposes of the Association are those objects and purposes as are authorized by the Declaration of Master Covenants for Estero Verde, recorded (or to be recorded) in the Public Records of Lee County Florida, as hereafter amended and/or supplemented from time to time (the "Declaration" or "Master Covenants"). All of the definitions set forth in the Master Covenants are hereby incorporated herein by this reference. The further object and purpose of the Association are to preserve the values and amenities in The Properties and to maintain the Common Properties thereof for the benefit of the Owners who become Members of the Association.

ARTICLE 4
DEFINITIONS

The terms used in these Articles shall have the same definitions and meanings as those set forth in the Master Covenants, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE 5 POWERS

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

- 5.1 General. The Association shall have all of the common-law and statutory powers of a corporation not for profit under the laws of Florida, including those set forth in Section 720.303, Florida Statutes, and Section 617, Florida Statutes, except as expressly limited or restricted by applicable law, the terms of these Articles, the Master Covenants or the Bylaws.
- 5.2 Enumeration. In addition to the powers set forth in Section 5.1 above, the Association shall have all of the powers and duties reasonably necessary to operate the Properties pursuant to the Master Covenants and as more particularly described in the Bylaws, as they may be amended from time to time, including, but not limited to, the following:
- (a) To make and collect Assessments and other charges against members as Owners (whether or not such sums are due and payable to the Association), and use the proceeds thereof in the exercise of its powers and duties. Such right shall include the power to assess for the maintenance and operation of all dedicated property and corresponding infrastructure.
 - (b) To buy, accept, own, operate, lease, sell, convey, trade and mortgage both real and personal property in accordance with the provisions of the Master Covenants.
 - (c) To maintain, repair, replace, reconstruct, add to and operate the Common Properties, and other property acquired or leased by the Association, including the Surface Water Management System as permitted in South Florida Water Management District Permit Number 36-04993-P (issued on July 23, 2004), and including tracts for rights of way and/or access easements and corresponding roads/streets, and including all utility easements for sewer/potable water.
 - (d) To purchase insurance upon the Common Properties and insurance for the protection of the Association, its Officers, Directors and Owners.
 - (e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of The Properties and for the health, comfort, safety and welfare of the Owners.
 - (f) To approve or disapprove the leasing, transfer, ownership and

possession of Lots as may be provided by the Master Covenants.

- (g) To enforce by legal means the provisions of the Master Covenants, these Articles, the Bylaws, the rules and regulations for the use of the Common Properties and applicable law; To sue and be sued.
- (h) To contract for the management and maintenance of the Common Properties and to authorize a management agent (which may be an affiliate of the Declarant) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Properties with such funds as shall be made available by the Association for such purposes. The Association and its Officers shall, however, retain at all times the powers and duties to make Assessments, promulgate rules and execute contracts on behalf of the Association.
- (i) To employ personnel to perform the services required for the proper operation of the Common Properties.
- (j) To execute all documents or consents, on behalf of all Owners (and their mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unities of title, covenants in lieu thereof, etc.), and in that regard, each Owner, by acceptance of the deed to such Owner's Unit, and each mortgagee of a Unit Owner by acceptance of a lien on said Unit, appoints and designates the President of the Association as such Owner's agent and attorney-in-fact to execute any and all such documents or consents.

5.3 Association Property. All funds and the title to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Master Covenants, these Articles and the Bylaws.

5.4 Distribution of Income; Dissolution. The Association shall not pay a dividend to its members and shall make no distribution of income to its members, directors or Officers, and upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency or as otherwise authorized by the Florida Not For Profit Corporation Act (Chapter 617, Florida Statutes); provided, however, if the Association is dissolved, the Surface Water Management System, property containing the Surface Water Management System and water management portions of the Common Properties shall be conveyed to an agency of local government determined

to be acceptable by the South Florida Water Management District. If the local government declines to accept the conveyance, then the Surface Water Management System, real property containing the Surface Water Management System and water management portions of the Common Properties shall be dedicated to a similar non-profit corporation.

- 5.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Master Covenants, the Bylaws and applicable law, provided that in the event of conflict, the provisions of applicable law shall control over those of the Master Covenants and Bylaws.

ARTICLE 6 MEMBERS

- 6.1 Membership. The members of the Association shall consist of the Declarant and all of the record title owners of Lots within The Properties from time to time.

- 6.2 Assignment. 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 the Lot or other property for which that share is held.

- 6.3 Voting. The Association shall have two (2) classes of voting membership:

Class A Members shall be all those Owners, as defined in Section 6.1, with the exception of the Declarant (as long as Class B Membership Shall exist, and thereafter, the Declarant shall be a Class A Member to the extent it would otherwise qualify). Each Class A Member shall have one (1) vote for each Lot it owns.

Class B Member. The Class B Voting Member shall be the Declarant, or representative thereof, who shall have and cast one (1) vote in all Association matters, plus ten (10) votes for each vote which may be cast, in the aggregate, by the Class A Members. Such Class B Voting Member may be removed and replaced by the Declarant in its sole discretion. The Class B membership shall cease and terminate at such time as the Declarant elects, but in no event later than the time period set forth in Section 6.5 below.

All votes shall be exercised or cast in the manner provided by the Master Covenants and Bylaws.

- 6.4 Meetings. The Bylaws shall provide for an annual meeting of members, and may make provision for regular and special meetings of members other than

the annual meeting.

- 6.5 Proviso. Unless the Class B Voting Member elects to terminate the Class B Membership sooner, the Class B Membership shall cease and terminate: (a) three months after ninety percent (90%) of the Lots that will ultimately located in The Properties have been conveyed to purchasers; or (b) fifteen (15) years after recordation of the Declaration, whichever occurs first. Notwithstanding anything to the contrary contained herein, as provided in Section 720.307, Florida Statutes, conveyances to Builders (as defined in the Master Covenants) shall not be counted as having been conveyed to purchasers for the purpose of determining whether ninety percent (90%) of the Lots have been conveyed to purchasers. The Declarant is entitled (but not obligated) to elect at least one (1) member of the Board of Directors as long as the Declarant holds for sale in the ordinary course of business five percent (5%) of the Lots that will be operated ultimately by the Association.

The Declarant may control transfer of the Association to Owners other than the Declarant prior to such dates in its sole discretion by causing enough of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Owners other than the Declarant to elect Directors and assume control of the Association. Provided at least fourteen (14) days' notice of Declarant's decision to cause its appointees to resign is given to Owners, neither the Declarant, nor such appointees, shall be liable in any manner in connection with such resignations even if the Unit Owners other than the Declarant refuse or fail to assume control.

Within seventy five (75) days after the Owners other than the Declarant are entitled to elect a member or members of the Board of Directors, or sooner if the Declarant has elected to accelerate such event as aforesaid, the Association shall call, and give not less than sixty (60) days' notice of an election for the member or members of the Board of Directors. The notice may be given by any owner if the Association fails to do so.

Within ninety (90) days after the Owners other than the Declarant are entitled to elect a majority of the members of the Board of Directors of the Association, the Declarant shall relinquish control of the Association and such Owners shall accept control. Within ninety (90) days after Owners other than the Declarant are entitled to elect a majority of the members of the Board of Directors of the Association, Declarant shall deliver to the Association, at Declarant's expense, all property of the Association held or controlled by the Declarant, including, but not limited to, the following items, if applicable:

- (a) All deeds to Common Properties owned by the Association.
- (b) The original or a photocopy of the recorded Master Declaration, and

all amendments thereto.

- (c) A certified copy of the Articles of Incorporation of the Association and each amendment thereto.
- (d) A copy of the Bylaws of the Association and each amendment.
- (e) The minute book, including all minutes of meetings of the Board of Directors and the Members, and other books and records of the Association, which must be retained for at least seven (7) years by the Association.
- (f) The current rules and regulations of the Association.
- (g) Resignations of resigning Officers and Board members who are required to resign because Declarant is required to relinquish control of the Association.
- (h) The financial and accounting records of the Association, kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and accounting records must include:
 - (I) accurate, itemized and detailed records of all receipts and expenditures;
 - (II) a current account and a periodic statement of the account for each Member, designating the name and current address of each member who is obligated to pay assessments, the due date of each assessment or other charge against the Member, the date and amount of each payment on the account, and the balance due;
 - (III) All tax returns, financial statements, and financial reports of the Association; and
 - (IV) Any other records that identify, measure, record or communicate financial information.
- (i) All Association funds or the control thereof.
- (j) All tangible property of the Association.
- (k) A copy of all contracts which may be in force with the Association as one of the parties.

- (l) A list of the names, addresses and telephone numbers of all contractors, subcontractors or others in the current employ of the Association.
- (m) All of the Association's insurance policies or a copy thereof, which must be retained for at least seven (7) years.
- (n) All permits issued to the Association by governmental entities.
- (o) Any and all warranties in effect.
- (p) A roster of current Members and their primary addresses and Lot identification.
- (q) All employment and service contracts in effect.
- (r) All other contracts in effect to which the Association is a party.

ARTICLE 7 INCORPORATOR

The name and address of the incorporator of the Corporation is:

NAME	ADDRESS
Doug Kubik	26251 S. Tamiami Trail, Suite 6 Bonita Springs, FL 34134

ARTICLE 8 TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE 9 OFFICERS

The affairs of the Association shall be administered by the Officers holding the offices designated in the Bylaws. The Officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal from office of Officers, for filling vacancies and for the duties and qualifications of the Officers. The names and addresses of the Officers who shall serve until their successors are designated by the Board of Directors are:

President: Doug Kubik
26251 S. Tamiami Trail, Suite 6
Bonita Springs, FL 34134

Vice President: Leroy Mahan
26251 S. Tamiami Trail, Suite 6
Bonita Springs, FL 34134

Treasurer: Lesley Kubik
26251 S. Tamiami Trail, Suite 6
Bonita Springs, FL 34134

Secretary: Lesley Kubik
26251 S. Tamiami Trail, Suite 6
Bonita Springs, FL 34134

ARTICLE 10 DIRECTORS

- 10.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board consisting of the number of Directors determined in the manner provided by the Bylaws, but which shall consist of not less than three (3) Directors nor more than five (5) Directors. Directors need not be members of the Association.
- 10.2 Duties and Powers. All of the duties of the Association existing under the Act, the Master Covenants, these Articles and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees.
- 10.3 Election: Removal. Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by and subject to the qualifications set forth in the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.
- 10.4 Term of Declarant's Directors. The Declarant shall appoint the members of the first Board of Directors and their replacements who shall hold office for the periods described in the Bylaws. Other than Directors appointed by the Declarant, every Director

must be an Owner of a Lot (or if a Lot is owned by a legal entity such as a trust, corporation, partnership or limited liability company, every Director other than Directors appointed by Declarant must be a beneficiary, trustee, equity owner, Officer, director or partner of such entity, as applicable).

The names and addresses of the Declarant's Directors who shall hold office until their successors are elected and have taken office, the manner provided by the Bylaws, are:

NAME	ADDRESS
Doug Kubik	26251 S. Tamiami Trail, Suite 6 Bonita Springs, FL 34134
Leroy Mahan	26251 S. Tamiami Trail, Suite 6 Bonita Springs, FL 34134
Lesley Kubik	26251 S. Tamiami Trail, Suite 6 Bonita Springs, FL 34134

- 10.5 Standards. A Director shall discharge his duties as a Director, including any duties as a member of a Committee: in good faith; with the care an ordinary prudent person in a like position would exercise under similar circumstances; and in a manner reasonable believed to be in the best interests of the Association. Unless a Director has knowledge concerning a matter in question that makes reliance unwarranted, a Director, in discharging his duties, may rely on information, opinions, reports or statements, including financial statements and other data, if prepared or presented by one or more Officers or employees of the Association whom the Director reasonably believes to be reasonable and competent in the manners presented, legal counsel, public accountants or other persons as to matters the Director reasonably believes are within the persons' professional or expert competence, or a committee of which the Director is not a member if the Director reasonably believes the Committee merits the confidence. A Director is not liable for any action taken as a director, or any failure to take action, if he performed the duties of his office in compliance with the foregoing standards.

ARTICLE 11
INDEMNIFICATION PROVISIONS

- 11.1 Indemnities. The Association shall indemnify any person who was or is a party to any proceeding (other than an action by, or in the right of, the Association) by reason of the fact that he is or was a director, Officer, employee or agent (each, an "Indemnatee") of the Association, against liability incurred in connection with such proceeding, including any appeal thereof, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any proceeding by judgement, order, settlement, or 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 which he reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.
- 11.2 Indemnification. The Association shall indemnify any person, who was or is a party to any proceeding by or in the right of the Association to procure a judgement in its favor by reason of the fact that he is or was a director, Officer, employee, or agent of the Association against expenses and amounts paid in settlement not exceeding, in the judgment of the Board of Directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof. Such indemnification shall be authorized if such person acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association, except that no indemnification shall be made under this Section 11.2 in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable unless, and only to the extent that, the court in which such proceeding was brought, or any other court of competent jurisdiction, shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses

which such court shall deem proper.

11.3 Indemnification for 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 proceeding referred to in Section 11.1 or 11.2, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses actually and reasonably incurred by him in connection therewith.

11.4 Determination of Applicability. Any indemnification under Section 11.1 or Section 11.2, unless pursuant to a determination 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 under the circumstances because he has met the applicable standard of conduct set forth in Section 11.1 or Section 11.2, 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 proceeding;
- (b) If such a quorum is not obtainable or, even if obtainable, by majority vote of a Committee duly designated by the Board of Directors (in which Directors who are parties may participate) consisting solely of two or more Directors not at the time parties to the proceeding;
- (c) By independent legal counsel:
 - 1. selected by the Board of Directors prescribed in paragraph (a) or the committee prescribed in paragraph (b); or
 - 2. if a quorum of the Directors cannot be obtained for paragraph (a) and the Committee cannot be designated under paragraph (b), selected by majority vote of the full Board of Directors (in which Directors who are parties may participate); or
- (d) By a majority of the voting interest of the members of the

Association who were not parties to such proceeding.

- 11.5 Determination Regarding Expenses. Evaluation of the reasonableness of expenses and authorization of indemnification shall be made in the same manner as the determination that indemnification is permissible. However, if the determination of permissibility is made by independent legal counsel, persons specified by paragraph (c) shall evaluate the reasonableness of expenses and may authorize indemnification.
- 11.6 Advancing Expenses. Expenses incurred by an Officer or Director in defending a civil or criminal proceeding may be paid by the Association in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of such Director or Officer to repay such amount if he is ultimately found not to be entitled to indemnification by the Association pursuant to this section. Expenses incurred by other employees and agents may be paid in advance upon such terms or conditions that the Board of Directors deems appropriate.
- 11.7 Exclusivity; Exclusions. The indemnification and advancement of expenses provided pursuant to this Article 11 are not exclusive, and the Association may make any other or further indemnification or advancement of expenses of any of its Directors, Officers, employees or agents, under any by law, agreement or vote of disinterested Directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. However, indemnification or advancement of expenses shall not be made to or on behalf of any director, Officer, employee, or agent if a judgement or other final adjudication establishes that his actions, or omissions to act, were material to the cause of action so adjudicated and constitute:
- (a) a violation of the criminal law, unless the Director, Officer, employee, or agent had reasonable cause to believe his conduct was lawful or had no reasonable cause to believe his conduct was unlawful;
 - (b) a transaction from which the Director, Officer, employee, or agent derived an improper personal benefit; or

- (c) Willful misconduct or a conscious disregard for the best interest of the Association in a proceeding by or in the right of the Association to procure a judgement in its favor or in a proceeding by or in the right of the members of the Association.

11.8 Continuing Effect. Indemnification and advancement of expenses are provided in this section shall continue as, unless otherwise provided when authorized or ratified, to a person who has ceased to be a Director, Officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person, unless otherwise provided when authorized or ratified.

11.9 Application to Court. Notwithstanding the failure of the Association to provide indemnification, despite any contrary determination of the Board or of the members the members in the specific case, a director, Officer, employee, or agent of the Association who is or was a party to a proceeding may apply for indemnification or advancement of expenses, or both, to the court conducting the proceedings, to the circuit court, or to another court of competent jurisdiction. On receipt of an application, the court, after giving any notice that it considers necessary, may order indemnification and advancement of expenses, including expenses incurred in seeking court-ordered indemnification or advancement of expenses, if it determines that:

- (a) The Director, Officer, employee, or agent is entitled to mandatory indemnification under Section 11.3 in which case the court shall also order the Association to pay the Director reasonable expenses incurred in obtaining court-ordered indemnification or advancement of expenses;
- (b) The Director, Officer, employee, or agent is entitled to indemnification or advancement of expenses, or both, by virtue of the exercise by the Association of its power pursuant to Section 11.7; or
- (c) The Director, Officer, employee, or agent is fairly and reasonably entitled to indemnification or advancement of expenses, or both, in view of all the relevant

circumstances, regardless of whether such person met the standard of conduct set forth in Section 11.1, Section 11.2, or Section 11.7, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or acted in a manner he reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any 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 did act in a manner which he reasonably believed to be not it, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

11.10 Definitions. For purposes of the Article 11, the term "expenses" shall be deemed to include attorneys' fees, including those appeals; the term "liability" shall be deemed to include obligations to pay a judgement, settlement, penalty, fine, and expenses actually and reasonable incurred with respect to a proceeding; the term "proceeding" shall be deemed to include any threatened, pending, or completed action, suit, or other type of proceeding; whether civil, criminal, administrative or investigative, and whether formal or informal; and the term "agent" shall be deemed to include a volunteer; ;the term "serving at the request of the Association" shall be deemed to include any service as a director, Officer, employee or agent of the association that imposes duties on such persons.

11.11 Amendment. Anything to the contrary herein notwithstanding, no amendment to the provisions of this Article 11 shall be applicable as to any party eligible for indemnification hereunder who has not given his prior written consent to such amendment.

ARTICLE 12

BYLAWS

The first 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 and the Master Covenants.

ARTICLE 13 AMENDMENTS

Amendments to these Articles shall be proposed and adopted by the Board of Directors in the following manner:

- 13.1 Notice. Notice of a proposed amendment shall be included in the notice of any Board of Directors meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in Chapter 617 and 720, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.
- 13.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed by a majority of the Board of Directors. Directors not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the Secretary at or prior to the meeting. The approval must be by not less than a majority of the members of the Board of Directors.
- 13.3 Proviso. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Declarant or mortgagees Lots without the consent of said Declarant or mortgagees in each instance. No amendment shall be made that is in conflict with the Articles or Master Covenants. No amendment to this Section 13.3 shall be valid. No amendment shall be made that will affect any aspect of the surface/storm water management system, including water management portions of the common areas, without the prior approval from South Florida Water Management District.
- 13.4 Declarant Amendments. Notwithstanding anything herein contained to the contrary, to the extent lawful, the Declarant may amend these Articles consistent with the provisions of the Master

Covenants allowing certain amendments to be effected by the Declarant alone.

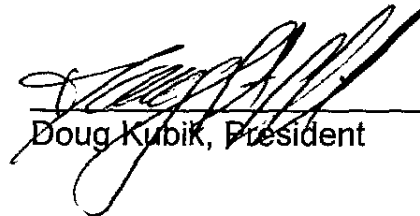
- 13.5 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the public records of Lee County, Florida with an identification on the first page thereof of the book and page of said public records where the Master Covenants were recorded which contains, as an exhibit the initial recording of these Articles.

ARTICLE 14
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the Registered Agent of this corporation is 26251 S. Tamiami Trail, Suite 6, Bonita Springs, FL 34134. The registered agent at that address is Doug Kubik.

IN WITNESS WHEREOF, the President of the Corporation has affixed his signature the day and year set forth below.

Date: January 3, 2005.



Doug Kubik, President

STATE OF FLORIDA)
)ss:
COUNTY OF LEE)

Before me this 3rd day of January, 2005, personally appeared Doug Kubik, the President of **ESTERO VERDE MASTER ASSOCIATION, INC.**, a Florida not-for-profit corporation, on behalf of said corporation, he is personally known to me or has produced _____ as identification, and did not take an oath.

Notary: Elaine S. Toole

Print Name: Elaine S. Toole

[NOTARIAL SEAL]



Elaine S. Toole
My Commission DD304545
Expires March 28, 2008

APPOINTMENT OF RESIDENT AGENT

STATE OF FLORIDA
DEPARTMENT OF STATE

Certificate designating place of Business or Domicile for the Service of Process within this State, naming Agent upon whom process may be served and names and addresses of the Officers and Directors.

ESTERO VERDE HOMEOWNER'S ASSOCIATION, INC. A corporation under the laws of the State of Florida with its principal office at 26251 South Tamiami Trail, Suite 6, Bonita Springs, Florida 34134, has named Doug Kubik , as its resident agent to accept service of process within this State.

Officers

PRESIDENT	Doug Kubik
VICE-PRESIDENT	Leroy Mahan
SECRETARY	Lesley Kubik
TREASURER	Lesley Kubik

DIRECTORS

Doug Kubik	26251 S. Tamiami Trail, Suite 6 Bonita Springs, FL 34134
Leroy Mahan	13040 Bridgeford Avenue Bonita Springs, FL 34134
Lesley Kubik	26251 S. Tamiami Trail, Suite 6 Bonita Springs, FL 34134

Dated: January 3, 2005

ACCEPTANCE

I agree as Resident Agent to accept Service of Process; to keep the office open during prescribed hours; to post my name (and any other Officers of the corporation authorized to accept service of process at the above Florida designated address) in some conspicuous place as required by law.

BY:


Doug Kubik, Resident Agent

FILED
2005 JAN -4 P 12:28
CLERK OF THE
DEPARTMENT OF
STATE, FLORIDA