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ALLAHASSEE FLORIDA  
STATE

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FLORIDA NON-PROFIT CORPORATION  
SOLIVITA WEST COMMUNITY ASSOCIATION, INC.

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STATE  
TALLAHASSEE FLORIDA

**ARTICLES OF INCORPORATION  
OF  
SOLIVITA WEST  
COMMUNITY ASSOCIATION, INC.  
(A CORPORATION NOT FOR PROFIT)**

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## TABLE OF CONTENTS 2005 APR 28 AM 10:17

Page

1.	Name of Corporation .....	1
2.	Principal Office .....	1
3.	Registered Office - Registered Agent .....	1
4.	Definitions .....	1
5.	Purpose of Association .....	1
6.	Not for Profit .....	1
7.	Powers of Association .....	1
8.	Association Lawsuits .....	3
9.	Voting Rights .....	3
10.	Board of Directors .....	3
11.	Dissolution .....	3
12.	Duration .....	3
13.	Amendments .....	3
13.1	General Restrictions on Amendments .....	3
13.2	Amendments Prior to the Turnover Date .....	3
13.3	Amendments After the Turnover Date .....	3
14.	Limitations .....	4
14.1	Declaration is Paramount .....	4
14.2	Rights of Developer and Club Owner .....	4
14.3	By-Laws .....	4
15.	Incorporator. Then name and address of the Incorporator of this corporation is: .....	4
16.	Officers .....	4
17.	Indemnification of Officers and Directors .....	4
18.	Transactions in Which Directors or Officers are Interested .....	4

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TALLAHASSEE FLORIDA

ARTICLES OF INCORPORATION  
OF  
SOLIVITA WEST COMMUNITY ASSOCIATION, INC.  
(A CORPORATION NOT FOR PROFIT)

In compliance with the requirements of the laws of the State of Florida, and for the purpose of forming a corporation not for profit, the undersigned does hereby acknowledge:

1. Name of Corporation. The name of the corporation is Solivita West Community Association, Inc. ("Association").
2. Principal Office. The initial principal office of Association is at the offices of Avatar Retirement Communities, Inc., which is located at 201 Alhambra Circle, 12<sup>th</sup> Floor, Coral Gables, Florida 33134.
3. Registered Office - Registered Agent. The street address of the Registered Office of Association is 201 Alhambra Circle, 12<sup>th</sup> Floor, Coral Gables, Florida 33134. The name of the Registered Agent of Association is:

Dennis J. Getman

4. Definitions. A declaration entitled Declaration for Solivita West (the "Declaration") will be recorded in the Public Records of Osceola County and/or Polk County, Florida, and shall govern all of the operations of a community to be known as Solivita West. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

5. Purpose of Association. Association is formed to:

5.1 Provide for ownership, operation, maintenance and preservation of the Common Areas and improvements thereon.

5.2 Perform the duties delegated to it in the Declaration.

5.3 Administer the interests of Association and the Owners.

5.4 Promote the health and welfare of the Owners.

5.5 To support, both in principle and financially, the activities of the APV, created to serve the common inter-village needs of the owners and residents of property in all villages of Poinciana Subdivision, wherever required, in Polk or Osceola County, Florida, where such activities, services, community improvements and facilities are created for the benefit of, and which serve, the owners and residents of property of more than one Village of Poinciana Subdivision. Such contribution and support shall be equitably apportioned among all Poinciana Villages and Associations to the extent that the costs of such services are attributable to or benefit such property owners and residents of Sunrise Village. For the purpose of providing fair and just representation of Association and other member associations on the Board of Directors of the APV, the membership of which Board of Directors shall be composed of one delegated director from each member association, including this Association, in the Poinciana Subdivision. The Board of Directors of this Association shall elect from among its directors a delegate to serve in such capacity.

5.6 Collect assessments and other amounts due, if any, to the APV and remit the same to the APV.

6. Not for Profit. Association is a not for profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its members.

7. Powers of Association. Association shall, subject to the limitations and reservations set forth in the Declaration and the Club Plan, have all the powers, privileges and duties reasonably necessary to discharge its obligations, including, but not limited to, the following:

7.1 To perform all the duties and obligations of Association set forth in the Declaration, these Articles and the By-Laws.

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7.2 To enforce, by legal action or otherwise, the provisions of the Declaration, these Articles, and the By-Laws and the rules, regulations, covenants, restrictions and/or agreements governing or binding Association and Solivita West.

7.3 To operate and maintain the portion of the Surface Water Management System, if any, contained within or affecting the Common Areas as required by the Declaration.

7.4 To fix, levy, collect and enforce payment, by any lawful means, of all Assessments payable pursuant to the terms of the Declaration, these Articles, and the By-Laws.

7.5 To pay all Operating Costs including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the Common Areas or other property of Association.

7.6 To do all acts and make all payments required by the Club Plan.

7.7 To acquire (by gift, purchase, or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including the Common Areas) in connection with the functions of Association except as limited by the Declaration. Without limiting the foregoing, if Club Owner is ever willing to sell the Club, Association may purchase the same without the joinder or consent of the Owners or any other person or entity.

7.8 To borrow money, and to mortgage, pledge or hypothecate any or all of its real or personal property as security for money or debts incurred.

7.9 To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of, the Common Areas to any public agency, entity, authority, utility, or other person or entity for such purposes and subject to such conditions as it determines and as provided in the Declaration.

7.10 To participate in mergers and consolidations with other non-profit corporations organized for the same purposes.

7.11 To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions, or agreements governing Association, Solivita West, the Common Area, Lots, Parcels and Homes as provided in the Declaration and to effectuate all of the purposes for which Association is organized.

7.12 To have and to exercise any and all powers, rights and privileges which a not-for-profit corporation organized under the laws of the State of Florida may now, or hereafter, have to exercise.

7.13 To employ personnel and retain independent contractors to contract for management of Association, Solivita West, the Common Areas and the Club (if Association shall ever be designated the Club Manager by the Club Owner in writing pursuant to the Club Plan) as provided in the Declaration and to delegate in such contract all or any part of the powers and duties of Association.

7.14 To contract for services to be provided to, or for the benefit of, Association, Club Owner, Owners, the Common Areas, Solivita West and the Club as provided in the Declaration and Club Plan such as, but not limited to, Telecommunications Services, maintenance, garbage pick-up and utility services. The foregoing rights shall not be deemed to impose any obligation on Association to provide such services. The Board shall not approve any contract with a contingency payment without the approval of the members.

7.15 To establish committees and delegate certain of its functions to those committees.

7.16 To enter into agreements and/or contracts with the SFWMD under which Association shall perform certain maintenance, management and/or other agreed upon services for the SFWMD with respect to the Surface Water Management System.

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8. Association Lawsuits. The Board shall have no duty to bring suit against any party and the Board is permitted to apply a rule of reasonableness when determining whether to bring suit against any party.

9. Voting Rights. Owners and Developer shall have the voting rights set forth in the By-Laws.

10. Board of Directors. The affairs of Association shall be managed by a Board of odd number with not less than three (3) nor more than nine (9) members. The initial number of directors shall be three (3). Board members shall be appointed and/or elected as stated in the By-Laws. The election of Directors shall be held at the annual meeting. Directors shall be elected for a term expiring on the date of the next annual meeting. The names and addresses of the members of the first Board who shall hold office until their successors are appointed or elected, or until removed, are as follows:

NAME	ADDRESS
Dennis J. Getman	201 Alhambra Circle, 12th Floor Coral Gables, Florida 33134
Anthony S. Iorio	900 Towne Center Drive Poinciana, Florida 34759
Juanita I. Kerrigan	201 Alhambra Circle, 12th Floor Coral Gables, Florida 33134

11. Dissolution. In the event of the dissolution of Association other than incident to a merger or consolidation, any member may petition the Circuit Court having jurisdiction over Solivita West for the appointment of a receiver to manage its affairs of the dissolved Association and to manage the Common Areas, in the place and stead of Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties. In addition, if Association is dissolved, the Surface Water Management System shall be conveyed to an appropriate agency of local government. If a governmental agency will not accept the Surface Water Management System, then it must be dedicated to a similar non-profit corporation.

12. Duration. Association shall have perpetual existence.

13. Amendments.

13.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these Articles shall affect the rights of Developer or Club Owner unless such amendment receives the prior written consent of Developer or Club Owner, as applicable, which may be withheld for any reason whatsoever. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these Articles, then the prior written consent of such entity or agency must be obtained. No amendment shall be effective until it is recorded in the Public Records.

13.2 Amendments Prior to the Turnover Date. Prior to and including the Turnover Date, Developer shall have the right to amend these Articles as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Developer's right to amend under this Section is to be construed as broadly as possible. In the event that Association shall desire to amend these Articles prior to the Turnover Date, Association must first obtain Developer's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Developer may be adopted by Association pursuant to the requirements for amendments after the Turnover Date. Thereafter, Developer shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

13.3 Amendments After the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth above, these Articles may be amended with the approval of (i) sixty-six and two-thirds percent (66 2/3%) of the Board and (ii) seventy-five

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percent (75%) of the votes present, in person or by proxy, at a duly noticed meeting of the members of Association at which there is a quorum.

14. Limitations.

14.1 Declaration is Paramount. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

14.2 Rights of Developer and Club Owner. There shall be no amendment to these Articles which shall abridge, reduce, amend, effect or modify the rights of Developer and/or the Club Owner.

14.3 By-Laws. These Articles shall not be amended in a manner that conflicts with the By-Laws.

15. Incorporator. Then name and address of the Incorporator of this corporation is:

JEFFREY R. MARGOLIS, ESQ.  
Jeffrey R. Margolis, P.A.  
Duane Morris LLP  
200 South Biscayne Blvd, Suite 3400  
Miami, Florida 33131

16. Officers. The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine. The names and addresses of the Officers who shall serve until their successors are elected by the Board are as follows:

President:	Dennis J. Getman 201 Alhambra Circle 12th Floor Coral Gables, Florida 33134
Vice President:	Anthony S. Iorio 900 Towne Center Drive Poinciana, Florida 34759
Secretary/Treasurer:	Juanita I. Kerrigan 201 Alhambra Circle 12th Floor Coral Gables, Florida 33134

17. Indemnification of Officers and Directors. Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which such Director or Officer may be made a party by reason of being or having been a Director or Officer of Association, including reasonable counsel fees and paraprofessional fees at all levels of proceeding. This indemnification shall not apply to matters wherein the Director or Officer shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Directors or Officers may be entitled.

18. Transactions in Which Directors or Officers are Interested. No contract or transaction between Association and one (1) or more of its Directors or Officers or Developer or Club Owner, or between Association and any other corporation, partnership, association, or other organization in which one (1) or more of its Officers or Directors are officers, directors or employees or otherwise interested shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose. No Director or Officer of Association shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract

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or transaction. Interested Directors shall disclose the general nature of their interest and my be counted in determining the presence of a quorum at a meeting of the Board which authorized the contract or transaction.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, being the Incorporator of this Association, has executed these Articles of Incorporation as of this 27<sup>th</sup> day of April, 2005.

  
JEFFREY R. MARGOLIS  
Incorporator

STATE OF FLORIDA )


SS.:

COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of April, 2005 by JEFFREY R. MARGOLIS, who is personally known to me.

My commission expires:



  
NOTARY PUBLIC  
State of Florida at Large  
Print name: \_\_\_\_\_



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DUANE MORRIS MIAMI

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**ACCEPTANCE BY REGISTERED AGENT**

The undersigned, having been named to accept service of process for the above-stated corporation at the place designated in this certificate, hereby agrees to act in this capacity, and is familiar with, and accepts, the obligations of this position and further agrees to comply with the provisions of all statutes relative to the proper and complete performance of its duties.

Dated this 22nd day of April, 2005.

  
DENNIS J. GETMAN

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