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TALLAHASSEE, FLORIDA

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**FLORIDA NON-PROFIT CORPORATION**

**Volterra Homeowner's Association, Inc.**

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**ARTICLES OF INCORPORATION  
OF  
VOLTERRA HOMEOWNER'S ASSOCIATION, INC.**

The undersigned hereby submits these articles for the purpose of forming a not-for-profit corporation under Chapter 720, Florida Statutes, and certifies as follows:

**ARTICLE I  
Corporate Name**

The name of the corporation is VOLTERRA HOMEOWNER'S ASSOCIATION, INC., hereinafter called the "Association".

**ARTICLE II  
Address**

The initial mailing address of the Association shall be 6628 Willow Park Drive, Naples, Florida 34105. The principal office of the Association shall be located at the mailing address or at such other place as may be subsequently designated by the Board of Directors of the Association.

**ARTICLE III  
Purpose and Powers of the Association**

The specific purposes for which this Association is formed are to provide for maintenance, preservation and architectural control of the residential lots, common areas and improvements (as defined in the Declaration of Covenants, Conditions and Restrictions for Volterra, referred to hereinafter as the "Declaration") according to the provisions of the Declaration and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose.

The Association is organized and shall exist upon a non-stock basis as a non-profit corporation under the laws of the State of Florida, and no portion of any earnings of the Association shall be distributed or inure to the private benefit of any Member, Director or Officer of the Association. For the accomplishment of its purposes, the Association shall have all of the powers and duties reasonably necessary to operate the Volterra community pursuant to the Declaration as it may hereafter be amended including, but not limited to, the following:

3.1 To exercise all of the common law and statutory powers of a corporation not for profit organization under the laws of the State of Florida that are not in conflict with the terms of Chapter 17, Florida Statutes, the Declaration, these Articles or the By-Laws of the Association.

3.2 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 Declaration, recorded or to be recorded in the Public Records of Lee County, Florida, and as the same may be amended from time to time as

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therein provided, said Declaration being incorporated herein by reference as if set forth in its entirety.

3.3 To fix, levy, collect and enforce payment by any lawful means, all charges or assessments against all Members of the Association pursuant to the terms of the Declaration, to pay or defray all costs, expenses and losses of the Association in connection with the exercise of its powers and duties, as well as all other expenses incident to the conduct of the business of Association, including, but not limited to all licenses, taxes or governmental charges levied or imposed against the property of the Association.

3.4 To own, lease, maintain, repair, replace or operate the property of the Association.

3.5 To purchase insurance upon the property of the Association and insurance for the protection of the Association and its Members.

3.6 To reconstruct improvements after casualty and to make further improvements upon the property of the Association.

3.7 To sue and be sued, and to enforce by legal means the provisions of the Declaration, and the Articles of Incorporation and By-Laws of the Association, and the rules and regulations adopted pursuant thereto.

3.8 To employ accountants, attorneys, architects, or other personnel to perform the services required for proper operation of the Association.

3.9 To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association, including property or facilities that may not be contiguous to the community, if they are intended to provide enjoyment, recreation or other use or benefit to the Members of the Association.

3.10 To contract for the management and maintenance of the Association property, and any corresponding infrastructure, and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by the Declaration to be exercised by the Board of Directors or the membership of the Association.

3.11 To borrow or raise money for any purposes of the Association; to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidence of indebtedness; and to secure the payment of any thereof, and of the interest therein, by mortgage pledge, conveyance or assignment in trust, of the whole or any part of the rights or property of the Association.

3.12 Where Miromar Lakes Master Association, Inc., or its successors does not fulfill such responsibilities, to be responsible in perpetuity for maintenance of the conservation areas, i.e., all preserved, restored, or created wetlands areas and uplands buffer zones; and to take action against Members, if necessary, to enforce the conditions of any conservation easements and permit issued by the South Florida Water Management District for the Volterra community.

3.13 Where Miromar Lakes Master Association, Inc., or its successors, does not fulfill such responsibilities, to be the responsible entity to operate and maintain any Surface Water Management Systems permitted by the South Florida Water Management District, including but not limited to, all lakes, retention areas, culverts and related appurtenances.

Except as provided herein, all funds and title to all property acquired by the Association shall be held for the benefit of the Members in accordance with the provisions of the Declaration, these Articles of Incorporation, and the By-Laws.

#### ARTICLE IV Membership

4.1 Membership Generally: No person except an Owner or a Declarant, as such terms are defined in the Declaration, is entitled to membership in the Association, and all Owners and Declarant regardless of whether a Declarant is also an Owner, shall be either Class A or Class B Members of the Association, as provided in this Article.

4.2 Class A Membership: Until termination of Class B membership, as provided in Section 4.3 of this Article, every Owner who holds record title to a Villa Site that is subject to assessment under the Declaration, except a Declarant, shall be a Class A Member of the Association. Each Class A membership shall be appurtenant to a Villa Site and shall be transferred automatically by a conveyance of record title to such Villa Site. An Owner of more than one Villa Site is entitled to one Class A membership for each Villa Site to which such Owner holds record title. If more than one person holds an interest in any Villa Site, all such persons shall be Members; provided however, that only one vote shall be cast with respect to any one Villa Site. No person other than an Owner may be a Class A Member of the Association, and a Class A Membership may not be transferred except by a transfer of record title to the Villa Site to which it is appurtenant.

4.3 Class B Membership: The Declarant shall be a Class B Member of the Association. The Class B membership shall terminate and be conveyed to Class A membership upon the happening of either of the following, whichever occurs first:

4.3.1 The Class A Members own one hundred percent (100%) of the Villa Sites;  
or

4.3.2 At Turnover, as defined in the Declaration, when the Class B membership is converted to Class A membership.

Upon termination of Class B membership, all provision of the Declaration, Articles, or By-Laws referring to Class B membership shall be without further force or effect.

## ARTICLE V Voting Rights

5.1 Class A Voting: All Class A Members shall be entitled to one (1) vote for each Villa Site owned. If more than one (1) person holds record title to a Villa Site, there shall be only one vote cast with respect to such Villa Site, exercised as described in the By-Laws.

5.2 Class B Voting: The Class B Members shall be entitled to one vote for each Villa Site owned. In addition, until such time as the Class B membership is terminated or converted to Class A membership, the Class B membership shall have a right of veto on all issues coming before the membership for a vote thereon.

## ARTICLE VI Board of Directors

The affairs of this Association shall be managed and governed by a Board of Directors consisting of at least three (3) Directors, who need not be Members of the Association. The number of Directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

| <u>Name</u>      | <u>Address</u>                             |
|------------------|--|
| STEPHEN KAUFFMAN | 6628 WILLOW PARK DRIVE<br>NAPLES, FL 34109 |
| ALAN FOSTER      | 6628 WILLOW PARK DRIVE<br>NAPLES, FL 34109 |
| RON GLACE        | 6628 WILLOW PARK DRIVE<br>NAPLES, FL 34109 |

## ARTICLE VII Officers

The affairs of the Association shall be administered by a President, a Secretary, a Treasurer and such other Officers as may be designated from time to time by the Directors. The President shall be a member of the Board of Directors. An individual may simultaneously hold more than one office so long as the President is not also the Secretary. The Officers shall be elected or designated by the Board of Directors at the first Board meeting following the annual meeting of the Members of the Association. The names and addresses of the Officers who shall serve until their successors are elected or designated by the Board of Directors are as follows:

|            |                  |
|------------|------------------|
| President: | STEPHEN KAUFFMAN |
| Secretary: | ALAN FOSTER      |
| Treasurer: | STEPHEN KAUFFMAN |

## **ARTICLE VIII**

### **Indemnification**

Every Director and every Officer of the Association shall be indemnified and held harmless, to the fullest extent permitted by Florida law, by the Association against all expenses and liabilities, including counsel fees, actually and reasonably incurred by or imposed upon such person in connection with any proceeding (including appellate proceedings) or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or Officer of the Association, whether or not he is a Director or Officer of the Association at the time such expenses or liabilities are incurred, except when the Director or Officer is adjudged guilty of willful misfeasance, malfeasance or violation of criminal law in the performance of his duties or where the Director or Officer derived an improper personal benefit from his actions; provided that in the event of a settlement before entry of judgment, the indemnification shall apply only when the Board of Directors approve such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer serving the Association may be entitled.

## **ARTICLE IX**

### **By-Laws**

The By-Laws of the Association shall be adopted, made, altered or rescinded by the Board of Directors and may be altered, amended or rescinded, at a duly called regular meeting of the Members or special meeting of the Members called for that purpose, upon an affirmative vote of a majority of all the Members present in person or by proxy at such meeting.

## **ARTICLE X**

### **Term and Dissolution**

The Association shall have a perpetual existence unless dissolved pursuant to this Article X. The Association may be dissolved upon written assent signed by Members holding not less than one hundred percent (100%) of the total number of votes of each class of Members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or organization to be devoted to such similar purposes.

## **ARTICLE XI**

### **Amendments**

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

11.1 Notice: Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

11.2 **Vote:** A resolution for the adoption of an amendment may be proposed by either the Board of Directors or by the Members of the Association, Directors and Members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such resolutions must be adopted by not less than seventy-five percent (75%) of the votes of the entire membership of the Association.

11.3 **Limit on Amendments:** No amendment shall make any changes in the qualifications for membership, or in the voting rights of Members, without approval in writing by all Members.

11.4 **Certification:** A copy of each amendment to these Articles shall be promptly filed with the Secretary of State.

#### **ARTICLE XII** **Registered Agent**

The name and street address of the initial registered agent of the Company in the State of Florida are:

GARY K. WILSON, ESQ.  
PORTER WRIGHT MORRIS & ARTHUR LLP  
5801 PELICAN BAY BLVD., SUITE 300  
NAPLES, FL 34108

#### **ARTICLE XIII** **General**

Unless otherwise defined in these Articles of Incorporation, defined terms contained in these Articles, as indicated by initial capitalization, shall have the meaning ascribed to them in the Declaration and By-Laws. Any conflict between these Articles and the Declaration shall be governed by such Declaration and any conflict between these Articles and the By-Laws shall be governed by such By-Laws.

#### **ARTICLE XIV** **Incorporator**

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

GARY K. WILSON, ESQ.  
PORTER WRIGHT MORRIS & ARTHUR LLP  
5801 PELICAN BAY BLVD., SUITE 300  
NAPLES, FL 34108

IN WITNESS WHEREOF the subscriber, being the undersigned person, named as incorporator, has hereunto set his/her hand and seal, this 20<sup>th</sup> day of September, 2005.

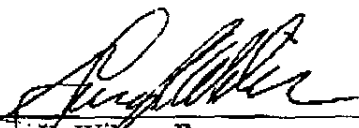
By: 

Gary K. Wilson, Esq.  
Its Incorporator

#### ACCEPTANCE OF REGISTERED AGENT

The undersigned, being the person named in the Articles of Organization of VOLTERRA HOMEOWNER'S ASSOCIATION, INC. as the registered agent of this corporation, hereby consents to accept service of process for the above stated company at the place designated in the Articles of Incorporation, and accepts the appointment as registered agent and agrees to act in this capacity. The undersigned further agrees to comply with the provisions of all statutes relating to the proper and complete performance of his duties, and is familiar with and accepts the obligations of the position of registered agent.

Date: September 20, 2005

  
Gary K. Wilson, Esq.  
Registered Agent