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**FLORIDA NON-PROFIT CORPORATION**

**CITRUS CREEK AT VERANDAH NEIGHBORHOOD ASSOCIATION,**

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**ARTICLES OF INCORPORATION  
FOR  
CITRUS CREEK AT VERANDAH  
NEIGHBORHOOD ASSOCIATION, INC.**

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In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned, who is of full age, does hereby certify:

**ARTICLE 1**  
**NAME**

The name of the corporation is Citrus Creek at Verandah Neighborhood Association, Inc.

The office of the Association is located at 19091 S. Tamiami Trail, Fort Myers, FL 33908.

The name and address of the Registered Agent is B. Wyman Stokes, 19091 S. Tamiami Trail, Fort Myers, FL 33908.

The terms used in these Articles shall have the definitions as provided in Article 1 of Declaration of Covenants, Conditions and Restrictions for Citrus Creek at Verandah Neighborhood Association (the "Declaration").

**ARTICLE 2**  
**PURPOSE AND POWERS OF THE ASSOCIATION**

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance and preservation of the Lots and Common Areas within that certain tract of property located in Lee County, Florida, known as "Citrus Creek at Verandah" pursuant to the provisions of the Declaration, and to promote the betterment of the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association and in furtherance of those purposes to:

A. 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, applicable to the property, to be recorded in the Public Records of Lee County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein by reference as if set forth at length;

B. Operate, maintain, repair and, where necessary, improve the Common Areas, including but not limited to, all water management facilities existing from time to time on the Properties, which water management facilities shall include all lakes, ponds, drainage retention areas, swales and artificial and natural structures which are incorporated into the water management system, whether owned by the Association or by a member, and all easements reserved for drainage related purposes provided, however, that the Association

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shall only be responsible for water management facilities which solely serve Citrus Creek at Verandah. The Association shall be responsible for maintaining any portion of the surface water management system located within Citrus Creek that is designated by the Verandah Community Association as a secondary surface water management system;

C. Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration to pay all expenses in connection therewith and all office and other expenses in connection therewith and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

D. 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;

E. Borrow money, and with the consent of two-thirds (2/3) of the members entitled to vote, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

F. Dedicate, sell or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members;

G. Have and to exercise any and all powers, rights and privileges which a corporation organized under the not-for-profit Corporation Law of the State of Florida by law may now or hereafter have or exercise;

H. Devise such rules and regulations with respect to the use of the Common Areas and to promote the health, safety and convenience of the Owners of the Property;

I. Enter into contracts for operational and maintenance services for the Common Areas and the management of the Association;

J. Cooperate with the Community Association in carrying out its responsibilities under the Community Declaration.

### **ARTICLE 3** **MEMBERSHIP**

Every person or entity who is a record owner of a Lot in Citrus Creek at Verandah, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of Lot which is subject to assessment by the Association.

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**ARTICLE 4**  
**VOTING RIGHTS**

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

1. Class A. Class A members shall be all of those owners of a Lot subject to the Declaration. Each Class A member shall have one (1) vote for each Lot owned by such Class A member.

2. Class B. There shall be one (1) Class B member, the Developer, Wyman Stokes Builder, Inc., a Florida corporation, or its assigns. The Class B member shall have one (1) vote for each Lot subject to the Declaration, plus one (1).

The Bylaws may establish procedures for voting when title to a unit is held in the name of a corporation or more than one (1) person or entity.

The Class B membership shall terminate upon the earlier of:

1. Three months after 90% of the maximum number of Lots reserved by Developer on Exhibit "A" of the Declaration, and 90% of the Lots subjected to the Declaration pursuant to Section 11.5 thereof have been conveyed to Class A members; or

2. When, in its discretion, Developer so determines and declares in a recorded instrument;

Upon termination of the Class B membership, Developer shall be a Class A member entitled to Class A votes for each Lot which it owns.

**ARTICLE 5**  
**BOARD OF DIRECTORS**

The affairs of this Association shall initially be managed by a Board of three (3) members who shall be appointed by the Developer. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

B. Wyman Stokes 19091 S. Tamiami Trail  
Fort Myers, FL 33908

Patricia L. Stokes 19091 S. Tamiami Trail  
Fort Myers, FL 33908

Alan Diamond 19091 S. Tamiami Trail  
Fort Myers, FL 33908

After turnover of control of the Association, the Board shall consist of at least three members, who shall be elected by the members in the manner determined by the Bylaws.

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## **ARTICLE 6** **INDEMNIFICATION**

The Association shall indemnify every Director and every officer of the Association against all expenses and liabilities, including attorney's fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a Director or officer of the Association. In the event of a settlement, indemnification shall apply only when the Board of Directors approves such settlement and indemnification as being in the best interest of the Association. The foregoing right of indemnification shall not apply to:

A. Gross negligence or willful misconduct in office by any Director or officer.

B. Any criminal action, unless the Director or officer acted in good faith and in a manner he reasonably believed was in, not opposed to, the best interest of the Association, and had no reasonable cause to believe his action was unlawful.

The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

## **ARTICLE 7** **DURATION**

The corporation shall exist perpetually. If this corporation shall ever be dissolved, the property owned by the corporation consisting of the surface water management system shall be conveyed to an appropriate agency of local government. If it is not accepted, then the surface water management system shall be dedicated to a similar non-profit corporation.

## **ARTICLE 8** **AMENDMENTS**

Subject to the rights of Developer as provided in the Bylaws of the Corporation, amendments of these Articles shall require the consent of two-thirds (2/3) of the members entitled to vote, but no amendment shall be effective which is in contravention of the duties, responsibilities or obligations of the Association or the members as provided in the Declaration. Amendments to the Bylaws may be made at a regular or special meeting of the members or by a vote of a majority of a quorum of the voting representatives present in person.

## **ARTICLE 9** **NOT-FOR-PROFIT STATUS**

In compliance with the requirements of Chapter 617, the corporation shall issue no stock, and no dividends shall be paid and no part of the income of the corporation shall be distributed to the members, directors or officers.

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**ARTICLE 10**  
**OFFICERS**

There shall be a President, Vice President and Secretary/Treasurer of the Corporation. The initial officers of the corporation are as follows:

PRESIDENT: B. Wyman Stokes  
VICE PRESIDENT: Patricia L. Stokes  
SECRETARY/TREASURER: Alan Diamond

**ARTICLE 11**  
**INCORPORATORS**

The name and address of the incorporator is:

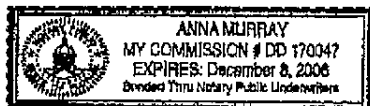
B. Wyman Stokes 19091 S. Tamiami Trail  
Fort Myers, FL 33908

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned incorporator of this Association has executed these Articles of Incorporation this 21<sup>st</sup> day of OCTOBER, 2005.


  
B. WYMAN STOKES

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of OCTOBER, 2005, by B. Wyman Stokes, who is personally known to me.



(Seal)

  
Notary Public

Printed Name: ANNA MURRAY

My Commission Expires: 10-18-06

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

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

That Citrus Creek at Verandah Neighborhood Association, Inc., desiring to organize under the laws of the State of Florida with its principal office, as indicated in the Articles of Incorporation, County of Lee, State of Florida, has named B. Wyman Stokes of Wyman Stokes Builder, Inc., 19091 S. Tamiami Trail, Fort Myers, Florida 33908, State of Florida, as its agent to accept service of process within this State.

**ACCEPTANCE**

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

  
B. WYMAN STOKES

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