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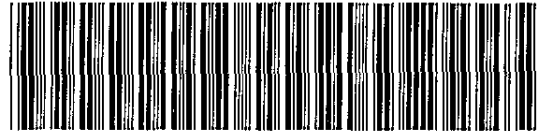
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Countryside Commons West
Condominium Association, Inc.

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- ☒ Art of Inc. File _____
- _____ LTD Partnership File _____
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- _____ L.C. File _____
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- _____ Art. of Amend. File _____
- _____ RA Resignation _____
- _____ Dissolution / Withdrawal _____
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- _____ 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 _____
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ARTICLES OF INCORPORATION
OF
COUNTRYSIDE COMMONS WEST CONDOMINIUM ASSOCIATION, INC.

FILED
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SECRETARY OF STATE
TALLAHASSEE FLORIDA

Pursuant to Section 617.013, Florida Statutes, these Articles of Incorporation are created by Naples/Davis Boulevard Limited Partnership, an Illinois limited partnership, whose address is 6400 Davis Boulevard, Naples, Florida 34112, as sole incorporator, for the purposes set forth below.

ARTICLE I

NAME: The name of the corporation herein called the "Association", is Countryside Commons West Condominium Association, Inc., and the principal address is 6400 Davis Boulevard, Naples, Florida 34112.

ARTICLE II

PURPOSE AND POWERS: The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act (Chapter 718, Florida Statutes) for the operation of Countryside Commons West, a Condominium (the "Condominium"), located in Collier County, Florida.

The Association is organized and shall exist on a non-stock basis as a corporation not for profit 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 common law and statutory powers and duties of a corporation not for profit, except as limited or modified by these Articles, the Master Declaration of Covenants, Conditions and Restrictions for Countryside Commons, the Declaration of Condominium, the Association Bylaws, or the Florida Condominium Act, as they may hereafter be amended from time to time, including without limitation, the following:

- A. To make and collect Assessments against Members of the Association for the purpose of defraying the charges and expenses of the Condominium and all other properties the Association shall hold, by whatever means, and operation of the Association. Assessments paid by Unit owners shall be used to pay: (1) the cost of maintenance and repair of the Common Elements and other costs related thereto; (2) the cost of administration of the affairs of the Association, including payment of applicable taxes and the preservation of the Association's existence, to the extent properly allocable to the performance of the Association's duties under the Declaration (all thereof, in the event that the Association undertakes no other activities); and (3) to pay all other Common Expenses as described in the Declaration or determined by the Association. To the extent not expended in the

year in which paid, Assessments shall continue to be held by the Association for the benefit of the Members to be expended for the aforesaid purposes or, upon any termination of the Condominium, the unexpended portion shall be added to the common surplus for disbursement to the Members or for maintenance reserves, at the discretion of the Board of Directors.

- B. To use the proceeds of Assessments in the exercise of its powers and duties.
- C. To maintain, repair, replace and operate all Association property.
- D. To purchase and hold insurance for the protection of the Association and its Members.
- E. To improve the Common Elements further and, after casualty, to reconstruct improvements.
- F. To approve or disapprove the transfer, by sale, rental, gift, devise, bequest, succession, or otherwise, and the ownership and encumbrance of Units as may be provided by the Declaration and by the By-Laws of the Association.
- G. To enforce by legal means the provisions of the Declaration, these Articles, the By-Laws of the Association and the rules and regulations for the use of the Property.
- H. To contract for the maintenance, repair, replacement and operation of the Condominium and to delegate to a management contractor or contractors all powers and duties of this Association.
- I. To purchase, lease, receive by gift, or otherwise acquire possessory or use interests in real and personal property, whether or not contiguous to the Condominium, intended to provide for the enjoyment, recreation or other use or benefit of the members of the Association.
- J. To contract for the management, operation and upkeep of any and all property held or controlled by the Association.
- K. To encumber, mortgage, lease, convey or grant other possessory or use interests in any and all property which the Association may acquire or control, including, but not limited to, any recreational facilities. Including, specifically, the right to grant easements for utilities and access to maintain such utilities to any other association, entity or individual sharing such utilities.
- L. To enter into contracts or agreements for the maintenance of accounting and bookkeeping records and for the use of data processing facilities or services, so as to carry out the Association's responsibilities and to comply with the requirements of the law of the State of Florida with regard to maintenance of records.

- M. To select depositories for the Association funds.
- N. To enter into such other contracts or agreements reasonably necessary or convenient for the proper exercise of the rights, powers, duties and functions of the Association.
- O. To employ all personnel reasonably necessary to perform the services required for proper exercise of the rights, powers, duties and functions of the Association.
- P. To exercise any and all common law and statutory powers, although not specifically recited above, of a corporation not for profit, and of an association within the meaning of any applicable law, reasonably necessary or convenient to carry out and perform the purpose for which the Association is organized and its enumerated powers.
- Q. To enact and enforce rules and regulations concerning the use and enjoyment of the Units, the Common Elements and of the property owned by the Association, including but not limited to rules and regulations pertaining to use of the parking facilities (including the designation of certain spaces for the benefit of particular Owners).
- R. To operate and maintain the Common Elements, including the surface water management system as permitted by the Southwest Florida Water Management District, including all lakes, retention areas, water management areas, ditches, culverts, structures and related appurtenances.

All funds and the 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 of Condominium and Restrictions, these Articles of Incorporation and the Bylaws.

ARTICLE III

MEMBERSHIP:

- A. The members of the Association shall be all record owners of a fee simple interest in one or more units in the Condominium, as further provided in the Bylaws. After termination of the Condominium the members shall consist of those who are members at the time of such termination.
- B. The share of a member in the funds and assets of the Association cannot be assigned or transferred in any manner except as an appurtenance to said member's unit.
- C. The owners of each unit, collectively, shall be entitled to the number of votes in Association matters as set forth in the Declaration of Condominium and the Bylaws. The manner of exercising voting rights shall be as set forth in the Bylaws.

ARTICLE IV

TERM: The term of the Association shall be perpetual.

ARTICLE V

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

ARTICLE VI

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

- A. Proposal. Amendments to these Articles may be proposed by a majority of the Board or upon petition of the owners of two-thirds of the units by instrument, in writing, signed by them.
- B. Procedure. Upon any amendment or amendments to these Articles being proposed by said Board or Lot or Unit owners, such proposed amendment or amendments shall be submitted to a vote of the members not later than the next annual meeting for which proper notice can be given.
- C. Vote Required. Except as otherwise required for by Florida law, these Articles of Incorporation may be amended by vote of a majority of 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.
- D. Effective Date. An amendment shall become effective upon filing with the Secretary of State and recording a certified copy in the Public Records of Collier County, Florida.

ARTICLE VII

DIRECTORS AND OFFICERS.

- A. The affairs of the Association will be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws, but not less than three (3) Directors, and in the absence of such determination, shall consist of three (3) Directors.
- B. Directors of the Association shall be elected by the members in the manner determined by the Bylaws. Directors may be removed and vacancies of the Board of Directors shall be filled in the manner provided by the Bylaws.

- C. The business of the Association shall be conducted by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the board.

ARTICLE VIII

The initial Directors of the Association shall be:

Thomas C. Carollo	6400 Davis Boulevard, Suite 5, Naples, Florida 34112
Richard E. Brandwein	One North La Salle Street, Suite 1450, Chicago, Illinois 60602
Karen J.. Carollo	6400 Davis Boulevard, Suite 5, Naples, Florida 34112

ARTICLE IX

INITIAL REGISTERED AGENT.

The initial registered office of the Association shall be at:

6400 Davis Boulevard
Naples, Florida 34112

The initial registered agent at said address shall be:

Thomas C. Carollo

ARTICLE X

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 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. The foregoing right of indemnification shall not be available if a judgment or other final adjudication

establishes that his 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 rights 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 his action was unlawful or had reasonable cause to believe his 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 Developer, 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.

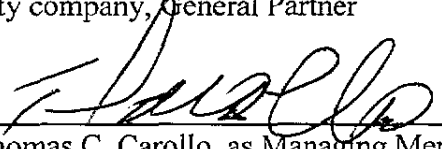
ARTICLE XI

SURFACE WATER MANAGEMENT SYSTEM:

It is the intention that the Association shall have perpetual existence; however, if the Association elects to dissolve, it will only do so after the maintenance of the property consisting of the surface water management system has become the responsibility of an appropriate agency of local government, and if not accepted, then when the surface water management system has been dedicated to a similar nonprofit corporation.

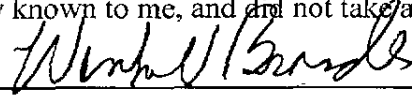
WHEREFORE, the incorporator has caused these presents to be executed this 13 day of February, 2006.

Naples/Davis Boulevard Limited Partnership, an
Illinois Limited Partnership
By: CB/Naples, LLC, an Illinois limited
Liability company, General Partner

By: 
Thomas C. Carollo, as Managing Member

STATE OF FLORIDA
COUNTY OF COLLIER

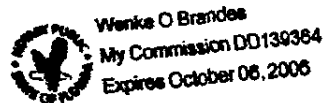
The foregoing instrument was acknowledged before me this 13 day of February, 2006, by Thomas C. Carollo, as Managing Member of CB/Naples, LLC, an Illinois limited liability company, general partner of Naples/Davis Boulevard Limited Partnership, on behalf of the company and of the partnership. He is personally known to me, and did not take an oath.



Signature of Notary

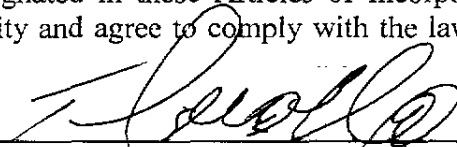
My Commission Expires:

(SEAL)



ACCEPTANCE OF REGISTERED AGENT

Having been named to accept service of process for Countryside Commons West Condominium Association, Inc., at the place designated in these Articles of Incorporation, I hereby accept the appointment to act in this capacity and agree to comply with the laws of the State of Florida in keeping open said office.


Thomas C. Carollo, Registered Agent

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