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ARTICLES OF INCORPORATION
OF
BON VIEW HOMEOWNER'S ASSOCIATION, INC.

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

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SECRETARY OF STATE
DIVISION OF CORPORATIONS
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ARTICLE I
Corporate Name

The name of the corporation is Bon View Homeowner's Association, Inc., hereinafter called the "Association".

ARTICLE II
Address

The initial mailing address of the Association shall be 3298-18 Summit Boulevard, Pensacola, Florida 32503 . 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
Registered Agent

Edsel F. Matthews, Jr. whose address is 308 South Jefferson Street, Pensacola, Florida 32502, is hereby appointed the initial registered agent of this Association.

ARTICLE IV
Purpose and Powers of the Association

This Association does not contemplate pecuniary gain or profit to the members thereof and shall make no distributions of income to its members, directors or officers. The specific purposes for which it 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, referred to hereinafter as the "Declaration") according to the provisions of the Declaration, within that certain plat to be recorded among the public records of Santa Rosa County, Florida, to wit:

**See Exhibit "A" attached hereto and made a part hereof**

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 shall have the following powers:

(a) To exercise all of the common law and statutory powers of a corporation not for profit organized under the laws of the State of Florida that are not in conflict with the terms of the Declaration, these Articles or the By-Laws of the Association;

(b) To exercise all the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration applicable to the property and recorded or to be recorded in the Public Records of Santa Rosa 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 in its entirety;

(c) To 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 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;

(d) To maintain, repair and operate the property of the Association;

(e) To purchase insurance upon the property of the Association and insurance for the protection of the Association and its members as Lot Owners;

(f) To reconstruct improvements after casualty and make further improvements

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upon the property;

(g) 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;

(h) To employ personnel to perform the services required for proper operation of the Association;

(i) 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;

(j) To borrow money, and with the assent of sixty-six percent (66%) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(k) To dedicate, sell or transfer all or any part of the common areas, if any, to any public agency, authority, or utility for such purposes and subject to such conditions as may be provided in the Declaration. No such dedication or transfer shall be effective unless an instrument has been signed by sixty-six percent (66%) of each class of members, agreeing to such dedication, sale or transfer;

(l) To participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and common areas, provided that any such merger, consolidation or annexation shall have the assent of sixty-six percent (66%) of each class of members unless the annexation involves land the Developer has reserved the right to annex in the Declaration, in which case the Declaration shall control the annexation.

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ARTICLE V  
Membership

Section 1. Membership Generally: No person except an Owner or a Developer, as such terms are defined in the Declaration, is entitled to membership in the Association; and all Owners and Developers, regardless of whether a Developer is also an Owner, shall be either Class A or Class B members of the Association, as provided in this Article.

Section 2. Class A Membership: Until termination of Class B membership, as provided in Section 3 of this Article, every Owner who holds record title to a residential lot that is subject to assessment under the Declaration, except a Developer, shall be a Class A member of the Association. Each Class A membership shall be appurtenant to the residential lot and shall be transferred automatically by a conveyance of record title to such lot. An owner of more than one lot is entitled to one Class A membership for each residential lot to which such Owner holds record title. If more than one person holds an interest in any residential lot, all such persons shall be members; provided however, that only one vote shall be cast with respect to any one residential lot. 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 residential lot to which it is appurtenant.

Section 3. Class B. Membership; The Developer, as defined in the Declaration shall be a Class B member of the Association. The Class B membership shall terminate and be converted to Class A membership upon the happening of either of the following, whichever occurs first:

(a) The total votes outstanding in Class A membership equals ninety percent (90%) of the total votes outstanding of Class A and Class B membership combined; or

(b) January 1, 2008. Upon termination of Class B membership, all provisions of the Declarations, Articles, or By-Laws referring to Class B membership shall be without further force or effect.



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ARTICLE VIII  
Officers

The affairs of the Association shall initially be administered by a President, a Secretary and a Treasurer and such other Officers as may be designated from time to time by the Directors. The Officers shall be elected or designated by the Board of Directors at its first meeting following the annual meeting of the members of the Association. The names and address of the officer who shall serve until their successors are elected or designated by the Board of Directors are as follows:

<u>Name</u>	<u>Address</u>
M. Paul Saba, President	3298-18 Summit Boulevard Pensacola, Florida 32503
Jon A. Franz, Secretary/Treasurer	3298-18 Summit Boulevard Pensacola, Florida 32503
Thomas Caldwell, Vice President	3298-18 Summit Boulevard Pensacola, Florida 32503

ARTICLE IX  
Indemnification

Every Director and every Officer of the Association, and every member of the Association serving the Association at its request, shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon such person in connection with any proceeding 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, or by reason of his having served the Association at its request, whether or not he is a Director or Officer or member serving the Association at the time such expenses or liabilities are incurred, except when the Director, Officer or member serving the Association is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement before entry of judgment,

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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, Officer or member serving the Association may be entitled.

ARTICLE X
By-Laws

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

ARTICLE XI
Dissolution

The Association may be dissolved upon written assent signed by members holding not less than sixty-six percent (66%) 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 XII
Term

The term of the Association shall be perpetual.



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ARTICLE XIII
Amendments

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

Section 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.

Section 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.

Section 3. Limit on Amendments: No amendment shall make any changes in the qualifications for membership, nor in the voting rights of members, without approval in writing by all members.

Section 4. Certification: A copy of each amendment shall be certified by the Secretary of State.

ARTICLE XIV
Incorporator

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

Name Address
Edsel F. Matthews, Jr. 308 South Jefferson Street, Pensacola, FL 32502

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IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, I, the undersigned, as the incorporator of this Association, have executed these Articles of Incorporation this 15 day of MARCH, 2006.

Edsel F. Matthews  
Incorporator and Registered Agent

STATE OF FLORIDA

COUNTY OF ESCAMBIA

BEFORE ME, the undersigned authority, personally appeared Edsel F. Matthews, Jr., who is personally known to me and who after being duly sworn, acknowledges that he executed the foregoing Articles of Incorporation for the purposes therein expressed this 15 day of MARCH, 2006.

[Signature]  
NOTARY PUBLIC  
My Commission Expires:

LORI CARPENTER LANDRUM  
NOTARY PUBLIC - STATE OF FLORIDA  
My Commission Expires Oct. 27, 2006  
Comm. No. DD161211

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EXHIBIT "A"

LAND DESCRIPTION:

A RE-SUBDIVISION OF LOTS 8, 13, A PORTION OF LOTS 15 AND LOT 3 AND LOTS 16 THRU 20 OF AVALON-MILTON INDUSTRIAL PARK
A SUBDIVISION OF A PORTION OF GOVERNMENT LOT 1 SECTION 30, TOWNSHIP 1 NORTH, RANGE 28 WEST
AS RECORDED IN PLAT BOOK "C" PAGE 129, DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 8, AVALON-MILTON-INDUSTRIAL PARK, A SUBDIVISION OF A PORTION OF GOVERNMENT LOT 1, SECTION 30, TOWNSHIP 1 NORTH, RANGE 28 WEST, SANTA ROSA COUNTY, FLORIDA, ACCODING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK C AT PAGE 129 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 88 DEGREES 29 MINUTES 02 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 8 FOR 792.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 250.00 FEET; THENCE NORTHWEST ALONG SAID CURVE ( DELTA = 24 DEGREES 35 MINUTES 53 SECONDS; CHORD = 106.51 FEET; CHORD BEARING = NORTH 15 DEGREES 48 MINUTES 01 SECONDS WEST) FOR AN ARC DISTANCE OF 107.33 FEET TO A POINT OF CUSP WITH A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 150.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE ( DELTA = 24 DEGREES 08 MINUTES 26 SECONDS; CHORD = 62.73 FEET; CHORD BEARING = NORTH 10 DEGREES 33 MINUTES 15 SECONDS WEST) FOR AN ARC DISTANCE OF 63.20 FEET TO THE POINT OF TANGENCY, SAID POINT LYING ON THE WEST LOT LINE OF LOT 3 OF SAID AVALON-MILTON-INDUSTRIAL PARK; THENCE NORTH 01 DEGREES 30 MINUTES 58 SECONDS EAST AND ALONG SAID WEST LINE OF LOT 3 FOR 37.06 FEET TO THE SOUTH RIGHT-OF-WAY CYANAMID ROAD ( R/W VARIES); THENCE SOUTH 88 DEGREES 46 MINUTES 46 SECONDS EAST ALONG SAID RIGHT-OF-WAY FOR 104.82 FEET; THENCE SOUTH 01 DEGREES 30 MINUTES 58 SECONDS WEST FOR 563.90 FEET; THENCE SOUTH 88 DEGREES 29 MINUTES 02 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTH 102.04' OF LOT 15 FOR 310.43' TO THE CURVED WESTERLY RIGHT-OF-WAY LINE OF AVALON BOULEVARD ( STATE ROAD NO. 281-A 250' R/W), SAID CURVE BEING CONCAVE TO EAST AND HAVING A RADIUS OF 8694.42 FEET; THENCE SOUTHERLY ALONG SAID CURVE ( DELTA = 03 DEGREES 55 MINUTES 19 SECONDS, CHORD = 595.02 FEET; CHORD BEARING =SOUTH 02 DEGREES 04 MINUTES 36 SECONDS WEST) FOR AN ARC DISTANCE OF 595.14 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 00 DEGREES 06 MINUTES 56 SECONDS WEST AND ALONG SAID RIGHT-OF-WAY FOR 414.87 FEET TO THE NORTH RIGHT-OF-WAY LINE OF THE CSX RAILROAD (100' R/W); THENCE SOUTH 54 DEGREES 56 MINUTES 58 SECONDS WEST AND ALONG SAID NORTH RIGHT-OF-WAY FOR 1305.32 FEET TO THE WEST LINE OF SAID AVALON- MILTON-INDUSTRIAL PARK SUBDIVISION; THENCE NORTH 01 DEGREES 32 MINUTES 15 SECONDS EAST AND ALONG SAID WEST LINE FOR 581.80 FEET; THENCE SOUTH 88 DEGREES 29 MINUTES 02 SECONDS EAST ALONG THE NORTH LINE OF LOT 13 FOR 727.18 FEET; THENCE NORTH 01 DEGREES 28 MINUTES 54 SECONDS EAST FOR 1100.00 FEET; THENCE NORTH 88 DEGREES 29 MINUTES 02 SECONDS WEST FOR ALONG THE SOUTH LINE OF LOT 8 FOR 726.08 FEET TO THE WEST LINE OF SAID AVALON- MILTON-INDUSTRIAL PARK SUBDIVISION; THENCE NORTH 01 DEGREES 32 MINUTES 15 SECONDS EAST AND ALONG SAID WEST LINE FOR 275.00 FEET TO THE POINT OF BEGINNING. CONTAINING 23.85 ACRES MORE OR LESS.

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