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PALAZZO VILLAGE HOMEOWNERS ASSOCIATION, INC.

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**ARTICLES OF INCORPORATION
OF
PALAZZO VILLAGE HOMEOWNERS ASSOCIATION, INC.**

THE UNDERSIGNED, in accordance with the provisions of Chapter 617, *Florida Statutes*, hereby makes, subscribes and acknowledges these Articles of Incorporation for the purpose of forming a nonprofit Florida corporation.

**ARTICLE I
NAME AND ADDRESS**

The name of the corporation is PALAZZO VILLAGE HOMEOWNERS ASSOCIATION, INC., and its mailing address and principal office address is c/o Toll Brothers, Inc., 28341 South Tamiami Trail, Suite 4, Bonita Springs, Florida 34134.

**ARTICLE II
DEFINITIONS**

All undefined terms appearing in initial capital letters herein shall have the meaning ascribed to them in that certain Declaration of Covenants, Conditions and Restrictions of Palazzo Village (the "Declaration"), as it may be amended from time to time.

**ARTICLE III
PURPOSE AND POWERS**

Section 1. This corporation does not contemplate pecuniary gain or profit, direct or indirect to its members, and its primary purposes are:

A. To promote the health, safety and, social welfare of the owners of all Units located within PALAZZO VILLAGE, a planned community within Collier County, Florida (the "Community");

B. To maintain all portions of the Community and improvements thereon for which the obligation to maintain and repair has been delegated to the corporation by the Declaration, which is to be recorded in the public records of Collier County, Florida;

C. To the extent applicable, to exercise all rights and powers of a non-profit corporation permitted by Chapter 617, *Florida Statutes* and all rights and powers set forth in Chapter 718, *Florida Statutes* and Chapter 720, *Florida Statutes*; and

D. To exercise any other powers necessary and proper for the governance and operation of the Association, including those powers set forth in the Declaration.

Section 2. The Association shall have all of the rights, powers, duties and functions of a governing association as set forth in these Articles, and all powers and duties reasonably

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necessary to administer, govern, and maintain the Community pursuant to the Declaration as it may be amended from time to time, including but not limited to the following:

A. To make and collect assessments against members of the Association for the purpose of defraying the charges and expenses of the Community and of all other properties the Association shall hold, by whatever means, and operation of the Association. Assessments paid by Owners shall be held in trust by the Association and shall be used for expenses and other costs incurred by the Association, including, but not limited to: (1) the cost of repair of the Property and other costs related thereto, and (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. To the extent not expended in the year in which paid, assessments shall continue to be held in trust by the Association for the benefit of the members or, upon any termination of the Community, 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 Property.

D. To purchase insurance upon the Property and all properties the Association shall hold and insurance for the protection of the Association and its members.

E. To improve the Property 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 Bylaws of the Association.

G. To enforce by legal means the provisions of the Declaration, these Articles, the Bylaws of the Association and the rules and regulations for the use of the Property of the Community.

H. To contract for the maintenance, repair, replacement and operation of any and all of the Properties 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 lands of the Community, 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.

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 the Condominium Act, 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 Areas 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 Areas.

S. The Association, when authorized by a vote of two-thirds (2/3) of the total vote of the members of said Association, may purchase and/or acquire and enter into agreements, from time to time, whereby it acquires leaseholds, memberships and other possessory or use interests in lands or facilities, including but not limited to country clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the lands of the Community intended to provide for the enjoyment, recreation and other use or benefit of the Owners. The expense of ownership, rental fees, operations, replacements and other undertakings in connection therewith shall be Common Expenses, together with all other expenses and costs herein or by law defined as Common Expenses.

T. To contract for the operation and maintenance of the Common Areas or Surface Water Management System and Stormwater Management System and to delegate any powers and duties of the Association in connection therewith, except such as specifically required by the Declaration to be exercised by the Board of Directors or the membership of the Association;

U. To operate and maintain the Surface Water Management System and Stormwater Management Systems, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, flood plain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas. Moreover, the Association shall operate,

maintain, and manage the Surface Water Management System and Stormwater Management System in a manner consistent with the District permit number 11-00420-S requirements and applicable District rules and regulations, and the terms and conditions of the Declaration (including enforcement provisions) which relate to the Surface Water Management System and Stormwater Management System. Additionally, the Association shall levy and collect adequate assessments against Members for the cost of maintenance and operation of the Surface Water Management System and Stormwater Management System;

V. All powers of the Association conferred by the Declaration and Bylaws are incorporated into these Articles by reference.

ARTICLE IV TERM

The term for which the corporation is to exist is perpetual unless the corporation is dissolved pursuant to any applicable provision of the *Florida Statutes*. Any dissolution of the corporation shall comply with the Declaration. In the event of dissolution, the control or right of access to any portion of the Properties containing the Surface Water Management System or Stormwater Management System shall be conveyed or dedicated to an appropriate governmental unit or public utility. If the Surface Water Management System or Stormwater Management System are not accepted by governmental or public utility, then they shall be conveyed to a non-profit corporation similar to the Association.

ARTICLE V SUBSCRIBER

The name and address of the subscriber of these Articles are:

Missy Kuser

c/o Toll Brothers Inc.
250 Gibraltar Road
Horsham, PA 19044

ARTICLE VI QUALIFICATION OF MEMBERS AND THE MANNER OF THEIR ADMISSION

Section 1. The subscribers constitute the sole members of this Association until the recording of a Declaration naming this Association as the association thereunder. Upon the recording of such a Declaration, Toll FL V Limited Partnership, a Florida limited partnership (the "Declarant"), shall own all memberships in the Association. At such time as the purchase price is paid and the deed to a Unit is issued, the Owner thereof shall become a member.

Section 2. Ownership of a Unit shall be a prerequisite to exercising any rights as a member. A Unit may be owned by one or more persons or by a corporation, association, partnership, or trust.

Section 3. Membership shall not be transferable, except as provided herein or in the Declaration. The membership of any Owner shall terminate upon the termination of the

Association, or upon transfer of his ownership in the Unit, provided the transfer is accomplished in accordance with all provisions of the Declaration. The transferor's membership shall automatically transfer and be vested in the new owner succeeding to the ownership interest in the Unit, subject to a lien thereon for all undischarged assessments, charges, and expenses. The Association may rely on a recorded deed as evidence of transfer of a Unit and thereupon terminate the transferor's membership and recognize the membership of the transferee.

ARTICLE VII BOARD OF DIRECTORS

Section 1. The affairs and business of this Association shall be managed and conducted by a Board of Directors consisting of not less than three (3) nor more than seven (7) persons; provided, at all times there may only be an odd number of Directors on the Board.

Section 2. The names and addresses of the initial Board of Directors and their terms of office are as follows:

Name	Address	Term
Gary Gasperich	c/o Toll Brothers, Inc. 28341 South Tamiami Trail Bonita Springs, Florida 34134	1 year
David Torres	c/o Toll Brothers, Inc. 28341 South Tamiami Trail Bonita Springs, Florida 34134	1 year
Gary Hains	c/o Toll Brothers, Inc. 28341 South Tamiami Trail Bonita Springs, Florida 34134	1 year

Section 3. Election of Directors shall be held at the annual members meeting, except as provided herein to the contrary. At the expiration of the term of each initial director, his successor shall be elected by the members of the Association to serve for a term of one year, subject to Section 7 below. A director shall hold office until his successor has been elected and qualified.

Section 4. The election shall be by written ballot or voting machine and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting. Notwithstanding the foregoing, the Association may, by the affirmative vote of a majority of the total voting interests, provide for different voting and election procedures. The different voting and election procedures may provide for elections to be conducted by limited or general proxy.

Section 5. Directors may be removed with or without cause and replaced as follows:

- (i) Except as to vacancies resulting from removal of directors by members, vacancies in the Board of Directors occurring between annual

meetings of members shall be filled by the remaining directors, provided that all vacancies in directorships to which the directors were appointed by the Declarant pursuant to the provisions of Article VI, Section 7, hereof shall be filled by the Declarant without the necessity of any meeting.

(ii) Any director elected by the members (other than the Declarant) may be removed from office with or without cause by the vote or agreement in writing by a majority of all the voting interest. A special meeting of the Owners to recall a member or members of the Board may be called by ten percent (10%) of the voting interest giving notice of the meeting as required for a meeting of the Owners, and the notice shall state the purpose of the meeting.

a. If the recall is approved by a majority of all voting interests at a meeting, the recall will be effective as provided herein. The Board shall duly notice and hold a Board meeting within five (5) full business days of the adjournment of the Owner meeting to recall one or more Board members. At the meeting, the Board shall either certify the recall, in which case such member or members shall be recalled effective immediately and shall turn over to the Board within five (5) full business days any and all records and property of the Association in their possession or shall proceed as set forth in Subsection (iii) below.

b. If the proposed recall is by an agreement in writing by a majority of all voting interest, the agreement in writing or a copy thereof shall be served on the Association by certified mail or by personal service in the manner authorized by Chapter 48 and the Florida Rules of Civil Procedure. The Board shall duly notice and hold a meeting of the Board within five (5) full business days after receipt of the agreement in writing. At the meeting, the Board shall either certify the written agreement to recall a member or members of the Board, in which case such member or members shall be recalled effective immediately and shall turn over to the Board within five (5) full business days any and all records and property of the Association in their possession or proceed as described in Subsection (iii) below.

c. If the Board determines not to certify the written agreement to recall a member or members of the Board, or does not certify the recall by a vote at a meeting, the Board shall, within five (5) full business days after the meeting, file with the Division a petition for arbitration pursuant to the procedures set forth in Article IX of the Bylaws. For purposes of this section the Owners who voted at the meeting or who executed the agreement in writing shall constitute one party in the petition for arbitration. If the arbitrator certifies the recall as to any member or members of the Board meeting, the

recall will be effective upon mailing of the final order of arbitration to the Association. If the Association fails to comply with the order of the arbitrator, the Division may take action pursuant to Section 718.501, *Florida Statutes*. Any member or members still recalled shall deliver to the Board any and all records of the Association in their possession within five (5) full business days of the effective date of the recall.

d. If a vacancy occurs on the Board as a result of a recall and less than a majority of the Board members are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining directors, notwithstanding any provision to the contrary contained in this subsection. If vacancies occur on the Board as a result of a recall and a majority or more of the Board members are removed, the vacancies shall be filled in accordance with the procedural rules adopted by the Division.

e. If the Board fails to duly notice and hold a Board meeting within five (5) full business days of service of an agreement in writing or within five (5) full business days of the adjournment of the Owner recall meeting, the recall shall be deemed effective, and the Board members so recalled shall immediately turn over to the Board any and all records and property of the Association.

(iii) Anything to the contrary herein notwithstanding, until a majority of the Directors are elected by the members other than the Declarant, neither the first Directors of the Association, nor any directors replacing them, nor any Directors named by the Declarant, shall be subject to removal by members other than the Declarant. The first Directors and the Directors replacing them may be removed and replaced by the Declarant without the necessity of any meeting.

(iv) If a vacancy on the Board of Directors results in the inability to obtain a quorum of directors in accordance with these Articles and the Bylaws, any Owner may apply to the Circuit Court within the jurisdiction where the Property lies for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the Owner shall mail to the Association and post in a conspicuous place on the Property a notice describing the intended action and giving the Association an opportunity to fill the vacancies in accordance with these Bylaws. If, during such time, the Association fails to fill the vacancies, the Owner may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board of Directors, and shall serve until the Association fills the vacancies on the Board of Directors sufficient to constitute a quorum in accordance with these Bylaws.

Section 6. Meetings of the Board of Directors at which a quorum of the members is present shall be open to all Association members. The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items. The Board of Directors may adopt reasonable rules governing the frequency, duration, and manner of Owner statements. Adequate notice of all meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the Property at least 48 continuous hours preceding the meeting, except in an emergency. However, written notice of any meeting at which nonemergency special assessments, or at which amendment to rules regarding Unit use will be proposed, discussed, or approved, shall be mailed or delivered to Association members and posted conspicuously on the Property not less than fourteen (14) days prior to the meeting. Evidence of compliance with those 14-day notice requirement shall be made by an affidavit executed by the secretary and filed among the official records of the Association. Upon notice to the Association members, the board shall by duly adopted rule designate a specific location on the Property upon which all notices of board meetings shall be posted. Notice of any meeting in which regular assessments against Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments. Meetings of a committee to take final action on behalf of the Board or make recommendations to the Board regarding the Association budget are subject to the provisions of this paragraph. Meetings of a committee that does not take final action on behalf of the Board or make recommendations to the Board regarding the Association budget are not subject to the provisions of this paragraph.

Section 7. Provision. Notwithstanding anything to the contrary contained in these Articles or otherwise, the Board of Directors shall consist of three directors during the period that the Declarant is entitled to appoint a majority of the directors, as hereinafter provided. The Declarant shall have the right to appoint all of the members of the Board of Directors until the Owners other than the Declarant own fifteen (15%) percent or more of the Units that will be operated ultimately by the Association. When the Owners other than the Declarant own fifteen percent (15%) or more of the Units that will be operated ultimately by the Association, the Owners other than the Declarant shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors. Upon the election of such director(s), the Declarant shall forward to the Division of Florida Land Sales and Condominiums the name and mailing address of the director(s) elected. The Owners other than the Declarant are entitled to elect not less than a majority of the members of the Board of Directors:

- (i) three years after fifty (50%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;
- (ii) three months after ninety (90%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;
- (iii) when all of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Declarant in the ordinary course of business;

(iv) when some of the Units have been conveyed to purchasers, and none of the others are being constructed or offered for sale by the Declarant in the ordinary course of business; or

(v) seven (7) years after the recordation of the Declaration,

whichever occurs first (the "Turnover Date"). The Declarant is entitled (but not obligated) to elect at least one (1) member of the Board of Directors as long as the Declarant holds for sale in the ordinary course of business five percent (5%) of the Units that will be operated ultimately by the Association.

The Declarant can turn over control of the Association to the Owners other than the Declarant prior to such dates in its sole discretion by causing all of its appointed directors to resign, whereupon it shall be the affirmative obligation of the Owners other than the Declarant to elect directors and assume control of the Association. Provided at least sixty (60) days' notice of the Declarant's decision to cause its appointees to resign is given to the Owners, neither the Declarant, nor such appointees, shall be liable in any manner in connection with such resignations even if the Owners other than the Declarant refuse or fail to assume control.

ARTICLE VIII OFFICERS

Section 1. The officers of the Association shall consist of a president, one or more vice-presidents, a secretary, a treasurer, and any assistants to such officers as the Board of Directors may deem appropriate from time to time. The same person may hold two offices.

Section 2. The names of the officers who are to serve until the first election are:

<u>Name</u>	<u>Office</u>
Gary Gasperich	President
David Torres	Vice President
Gary Hains	Secretary/Treasurer

Section 3. Officers of the Association shall be elected at each annual meeting of the Board of Directors and shall hold office at the pleasure of the Board of Directors. Any officer may be removed at any meeting by the affirmative vote of a majority of the members of the Board of Directors either with or without cause, and any vacancy in any office may be filled by the Board of Directors at any meeting thereof.

ARTICLE IX VOTING

Section 1. Each Unit shall be entitled to one vote at the Association meetings, notwithstanding that the same owner may own more than one Unit or that Units may be joined together and occupied by one owner. In the event of a joint ownership of a Unit, the vote to

which that Unit is entitled may be exercised by one of such joint owners by agreement of the remainder of the joint owners and in accordance with the terms of the Declaration; however, no split voting shall be permitted.

Section 2. Votes may be cast either in person or by proxy as specifically provided herein. Limited proxies shall be used for votes taken to waive or reduce reserves in accordance with Section 718.112(2)(f)2, *Florida Statutes*; for votes taken to waive financial statement requirements as provided by Section 718.111(13), *Florida Statutes*; for votes taken to amend the Declaration pursuant to Section 718.110, *Florida Statutes*; for votes taken to amend these Articles of Incorporation or the Bylaws of the Association pursuant to Section 718.112, *Florida Statutes*; and for any other matter for which the Condominium Act requires or permits a vote of the Owners. General proxies may be used for other matters for which limited proxies are not required and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given. Notwithstanding the foregoing, no proxy, limited or general, shall be used in the election of the members of the Board of Directors. General proxies may be used for other matters for which limited proxies are not required and may also be used in voting for nonsubstantive changes to items for which a limited proxy is required and given. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy is revocable at any time at the pleasure of the Association member executing it.

ARTICLE X VOTING RIGHTS

The Association shall have two (2) classes of membership, Class "A" and Class "B", as follows:

1. **Class "A".** Class "A" Members shall be all Owners, with the exception of Declarant. Class "A" Members shall be entitled to one (1) equal vote for each Unit owned in the Community. When more than one (1) person holds an ownership interest in any Unit, all such persons shall be Members of the vote for such Unit and such vote shall be exercised as those Owners themselves determine and advise the Secretary prior to any meeting. In the absence of such advice, the Unit's vote shall be suspended in the even more than one (1) person seeks to exercise it.

2. **Class "B".** The sole Class "B" Member shall be the Declarant. The rights of the Class "B" Member, including the right to approve or withhold approval of actions proposed under this Declaration and the Bylaws, are specified elsewhere in the Declaration and the Bylaws. The Class "B" Member may appoint a majority of the members of the Board during the Class "B" Control Period. The "Class "B" Control Period" shall be that period of time prior to the Turnover Date as defined in Article VI, Section 7 of these Articles. After termination of the Class "B" Control Period, the Class "B" Member shall have a right to disapprove actions of the Board and committees as provided in Section 4.9 of the Bylaws. Additionally, the Class "B" Member shall be entitled to ten (10) votes for each Unit owned.

The Class "B" membership shall terminate upon the earlier of:

- (i) Two years after termination of the Class "B" Control Period; or
- (ii) When, in its discretion, the Declarant so determines and declares in a recorded instrument.

ARTICLE XI QUORUM

Thirty percent (30%) plus one of the total vote that could be cast at any annual or special meeting, represented in person or by proxy, shall constitute a quorum at any meeting of the Members. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough to leave less than a quorum, provided that Members representing at least 25% of the total Class "A" votes in the Association remain in attendance, and provided that any action taken is approved by at least a majority of the votes required to constitute a quorum. A majority of the votes cast shall decide each matter submitted to the Members at a meeting, except in cases where a larger vote is specifically required. For the purposes of a quorum, to the extent permitted by law, once a quorum is established at the meeting, such quorum shall be sufficient to satisfy the quorum requirement for the entire meeting, regardless of whether the exit of a Member causes quorum to be lost.

If any meeting of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting may adjourn the meeting to a time not less than five nor more than 30 days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

ARTICLE XII COMPENSATION

This corporation shall never have nor issue any shares of stock, nor shall this corporation distribute any part of the income of this corporation, if any, to its Members, Directors or officers. However, the corporation shall not be prohibited from reasonably compensating its Members, Directors, or officers for services rendered, nor shall the corporation be prohibited from making any payments or distributions to members of benefits, monies or properties permitted by Chapter 617, *Florida Statutes*.

ARTICLE XIII POWERS

The corporation shall have all the powers set forth and described in Chapter 617, *Florida Statutes*, as presently existing or as may be amended from time to time, together with those powers conferred by the Declaration, these Articles of Incorporation and the Bylaws of the corporation, including, but not limited to, assessing members for all expenses incurred in

connection with maintaining and operating the surface water management system and the right to enforce that assessment pursuant to the imposition of liens.

ARTICLE XIV INDEMNIFICATION

The corporation shall indemnify all persons who may serve or who have served at any time as committee members, directors or officers, and their respective heirs, administrators, successors and assigns against any and all expenses, including amounts paid upon judgements, counsel fees, and amounts paid in settlement (before or after suit is commenced), actually and necessarily incurred in connection with the defense or settlement of any claim, action, suit or proceeding in which they or any of them are made a party, or which may be asserted against any of them, by reason of having been a committee member, director or officer of the corporation, except in such cases where the committee member, director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. Such indemnification shall be in addition to any rights to which such committee member, director or officer may otherwise be entitled.

ARTICLE XV TRANSACTIONS

In the absence of fraud, no contract or other transaction between this corporation or any other person, firm, association, corporation or partnership shall be affected or invalidated by the fact that any director or officer of this corporation is pecuniarily or otherwise interested in, or is a director, member or officer of any such firm, association, corporation or partnership. Any director may vote and be counted in determining the existence of a quorum at any meeting of the Board of Directors for the purpose of authorizing contract or transaction with like force and effect as if he were not so interested, or not a director, member or officer of such other firm, association, corporation or partnership.

ARTICLE XVI BYLAWS

The Bylaws of this corporation are to be made and adopted by a majority vote of the Directors and said Bylaws may not be altered, amended, rescinded or added to except as provided in the Bylaws.

ARTICLE XVII AMENDMENTS

Section 1. These Articles of Incorporation may be amended, altered, rescinded, or added to by appropriate resolution approved by a two-thirds (2/3) vote of the voting interest of the Members present at any duly convened membership meeting or, alternatively, by appropriate resolution adopted by a two-thirds (2/3) vote of the Board of Directors at any duly convened meeting of the Board and accepted by a two-thirds (2/3) vote of the voting interest of the Members present at any duly convened membership meeting. Any Member of this corporation may propose an amendment to the Articles of Incorporation to the Board or the membership, as the case may be. Notwithstanding the foregoing, until termination of the Class B Control Period,

Jun. 14. 2006 4:15PM

No. 0046 P. 14/15

any changes in the Articles of Incorporation may be made by a majority vote of the Board of Directors.

Section 2. Any proposed amendment to these Articles of Incorporation which would affect the Surface Water Management System and/or Stormwater Management System (including environmental conservation areas and the water management portions of the Common Elements) must be submitted to the District or its successors for a determination of whether the amendment necessitates a modification of the surface water management permit.

ARTICLE XVII ADDITIONAL PROVISIONS

Section 1. No committee member, officer, director or member shall be personally liable for any debt or other obligation of the Association, except as provided in the Declaration.

Section 2. The Association shall not be operated for profit. No dividend shall be paid, and no part of the income of the Association shall be distributed to its members, directors, or officers.

Section 3. Where the context of these Articles permits, the use of the plural shall include the singular and the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

ARTICLE XVIII CONFLICTS

To the extent any provisions contained herein conflict with the Declaration, the provisions contained in the Declaration shall supercede such conflicting provisions contained herein. To the extent any provisions contained herein conflict with Chapter 718 or Chapter 720 of the *Florida Statutes*, the provisions contained in Chapter 718 or Chapter 720, to the extent applicable, shall supercede such conflicting provisions contained herein.

IN WITNESS WHEREOF, the undersigned subscriber has executed these Articles of Incorporation, this 14th day of June, 2006.


MISSY KUSER

Jun. 14. 2006 4:15PM

No. 0046 P. 15/15

**DESIGNATION OF REGISTERED AGENT
AND REGISTERED OFFICE**

The initial registered agent of this corporation shall be CT Corporation System. The initial registered office of this corporation shall be 1200 South Pine Island Road, Plantation, Florida 33324.

ACCEPTANCE

Having been named registered agent to accept service of process for the above-named corporation, the undersigned hereby accepts to act in this capacity and agrees to comply with the provisions of Chapter 48.091, *Florida Statutes*.

CT CORPORATION SYSTEM

By: Connie Bryan

Print Name: Connie Bryan

Title: CONNIE BRYAN

SPECIAL ASSISTANT SECRETARY

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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