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Page 1 of 1

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Ellington Park at Ave Maria Neighborhood Association

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H07000027017 3

ARTICLES OF INCORPORATION
FOR
ELLINGTON PARK AT AVE MARIA NEIGHBORHOOD ASSOCIATION, INC.

H07000027017 3

H07000027017 3

TABLE OF CONTENTS
FOR
ARTICLES OF INCORPORATION
OF
ELLINGTON PARK AT AVE MARIA NEIGHBORHOOD ASSOCIATION, INC.

	<u>PAGE NO.</u>
ARTICLE I.....	1
<u>NAME</u>	1
ARTICLE II	1
<u>DEFINITIONS</u>	1
ARTICLE III	1
<u>PURPOSE AND POWERS</u>	1
ARTICLE IV	2
<u>MEMBERSHIP</u>	2
ARTICLE V	3
<u>TERM</u>	3
ARTICLE VI.....	3
<u>ELLINGTON PARK AT AVE MARIA BYLAWS</u>	3
ARTICLE VII.....	3
<u>DIRECTORS AND OFFICERS</u>	3
ARTICLE VIII	4
<u>AMENDMENTS</u>	4
<u>Proposal</u>	4
<u>Procedure</u>	4
<u>Vote Required</u>	4
<u>Effective Date</u>	4

H07000027017 3

ARTICLE IX.....4
 INDEMNIFICATION.....4

ARTICLE X.....5
 INCORPORATOR.....5

ARTICLE XI.....5
 REGISTERED OFFICE AND REGISTERED AGENT.....5

H07000027017 3

ARTICLES OF INCORPORATION
ELLINGTON PARK AT AVE MARIA NEIGHBORHOOD ASSOCIATION, INC.

Pursuant to Section 617.02011, Florida Statutes, the undersigned hereby executes these Ellington Park at Ave Maria Articles of Incorporation for the purpose of forming a corporation under the Florida Not-for-Profit Business Corporation Act.

ARTICLE I

NAME: The name of the corporation, herein called the "Ellington Park at Ave Maria Neighborhood Association", is Ellington Park at Ave Maria Neighborhood Association, Inc., and its address is c/o Pulte Home Corporation, 9240 Estero Park Commons Blvd., Estero, FL 33928, Attn: Edwin D. Stackhouse.

ARTICLE II

DEFINITIONS: The definitions set forth in the Ellington Park at Ave Maria Declaration of Covenants, Conditions and Restrictions and Section 720.301, F.S., (2006), shall apply to terms used in these Ellington Park at Ave Maria Articles.

ARTICLE III

PURPOSE AND POWERS: The purpose for which the Ellington Park at Ave Maria Neighborhood Association is organized is to provide a homeowners' association entity pursuant to Section 720.301, F.S. (2006) to act as a "homeowners' association" for the operation of Ellington Park at Ave Maria (the "Neighborhood") located in Collier County, Florida. The Ellington Park at Ave Maria Neighborhood 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 Ellington Park at Ave Maria Neighborhood Association shall be distributed or inure to the private benefit of any Ellington Park at Ave Maria Member, Director or officer. For the accomplishment of its purposes, the Ellington Park at Ave Maria Neighborhood Association shall have all of the common law and statutory powers and duties of a corporation not-for-profit and of a homeowners' association under the laws of the State of Florida, except as expressly limited or modified by the Ellington Park at Ave Maria Governing Documents and it shall have all of the powers and duties reasonably necessary to operate the Neighborhood pursuant to the Ellington Park at Ave Maria Governing Documents as they may hereafter be amended, and including but not limited to the following:

- (A) To make and collect assessments against Ellington Park at Ave Maria Members to defray the costs, expenses and losses of the Ellington Park at Ave Maria Neighborhood Association, and to use the funds in the exercise of its powers and duties.
- (B) To protect, maintain, repair, replace and operate the Ellington Park at Ave Maria Neighborhood Association property.
- (C) To purchase insurance for the protection of the Ellington Park at Ave Maria Neighborhood Association and its Ellington Park at Ave Maria Members.
- (D) To repair and reconstruct improvements after casualty, and to make further improvements of the Ellington Park at Ave Maria Neighborhood Association property.
- (E) To make, amend and enforce reasonable Ellington Park at Ave Maria Rules and Regulations as set forth in the Ellington Park at Ave Maria Declaration.

H07000027017 3

(F) To approve or disapprove the transfer, leasing and occupancy of Parcels as provided in the Ellington Park at Ave Maria Declaration.

(G) To enforce the provisions of the laws of the State of Florida that are applicable to the Neighborhood, and the Ellington Park at Ave Maria Governing Documents.

(H) To contract for the management and maintenance of the Neighborhood and the Ellington Park at Ave Maria Neighborhood Common Area, and any property or easements and related improvements that are dedicated to the Ellington Park at Ave Maria Neighborhood Association by plat, or separate instrument, including any agreement or easement which imposes maintenance obligations on the Ellington Park at Ave Maria Neighborhood Association, and to delegate any powers and duties of the Ellington Park at Ave Maria Neighborhood Association in connection therewith except such as are specifically required by law or by the Ellington Park at Ave Maria Declaration to be exercised by the Ellington Park at Ave Maria Board of Directors or the Ellington Park at Ave Maria Members.

(I) To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Neighborhood.

(J) To borrow money as necessary to perform its other functions hereunder.

(K) To grant, modify or move any easement.

(L) To acquire, own, lease and dispose of any real and personal property.

(M) To sue and be sued.

All funds and the title to all property acquired by the Ellington Park at Ave Maria Neighborhood Association shall be held for the benefit of the Ellington Park at Ave Maria Members in accordance with the provisions of the Ellington Park at Ave Maria Governing Documents. In the event of termination, dissolution or final liquidation of the Ellington Park at Ave Maria Neighborhood Association, the responsibility for the operation and maintenance of the Neighborhood, including any property or easements and related improvements that are dedicated to the Ellington Park at Ave Maria Neighborhood Association by plat, or separate instrument, including any agreement or easement which imposes maintenance obligations on the Ellington Park at Ave Maria Neighborhood Association, shall be transferred to and accepted by an entity that is acceptable to any applicable governmental authorities, prior to such termination, dissolution or liquidation. Annexation of additional properties, mergers and consolidations, mortgaging of Ellington Park at Ave Maria Neighborhood Common Area and dissolution of the Ellington Park at Ave Maria Neighborhood Association requires prior written approval of the Department of Housing and Urban Development and the Veterans Administration ("HUD/VA") prior to the Ellington Park at Ave Maria Turnover Date.

ARTICLE IV

MEMBERSHIP:

(A) The Ellington Park at Ave Maria Members shall be the record owners of a fee simple interest in one or more Parcels. Class "A" Ellington Park at Ave Maria Members are all owners other than Ellington Park at Ave Maria Developer. The Class "B" Ellington Park at Ave Maria Member is the Ellington Park at Ave Maria Developer as further provided in the Ellington Park at Ave Maria Bylaws.

H07000027017 3

(B) The share of an Ellington Park at Ave Maria Member in the funds and assets of the Ellington Park at Ave Maria Neighborhood Association cannot be assigned or transferred in any manner except as an appurtenance to his Parcel.

(C) Except as otherwise provided in the Ellington Park at Ave Maria Declaration and Ellington Park at Ave Maria Bylaws with respect to the Class "B" Ellington Park at Ave Maria Member, the owners of each Parcel, collectively, shall be entitled to one vote in Ellington Park at Ave Maria Neighborhood Association matters. The manner of exercising voting rights shall be as set forth in the Ellington Park at Ave Maria Bylaws.

ARTICLE V

TERM: The term of the Ellington Park at Ave Maria Neighborhood Association shall be perpetual.

ARTICLE VI

ELLINGTON PARK AT AVE MARIA BYLAWS: The Ellington Park at Ave Maria Bylaws may be altered, amended, or rescinded in the manner provided therein.

ARTICLE VII

DIRECTORS AND OFFICERS:

(A) The affairs of the Ellington Park at Ave Maria Neighborhood Association shall be administered by a Ellington Park at Ave Maria Board of Directors consisting of the number of Directors determined by the Ellington Park at Ave Maria 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 Ellington Park at Ave Maria Neighborhood Association shall initially be appointed by and shall serve at the pleasure of the Ellington Park at Ave Maria Developer, and following transition from Ellington Park at Ave Maria Developer control shall be elected by the Class "A" Ellington Park at Ave Maria Members in the manner determined by the Ellington Park at Ave Maria Bylaws. Directors may be removed and vacancies on the Ellington Park at Ave Maria Board of Directors shall be filled in the manner provided by the Ellington Park at Ave Maria Bylaws.

(C) The business of the Ellington Park at Ave Maria Neighborhood Association shall be conducted by the officers designated in the Ellington Park at Ave Maria Bylaws. The officers shall be elected each year by the Ellington Park at Ave Maria Board of Directors at its first meeting after the annual meeting of the Ellington Park at Ave Maria Members, and they shall serve at the pleasure of the Ellington Park at Ave Maria Board. The initial Directors are as follows:

Edwin D. Stackhouse
c/o Pulte Home Corporation
9240 Estero Park Commons Blvd.
Estero, FL 33928

Richard McCormick
c/o Pulte Home Corporation
9240 Estero Park Commons Blvd.
Estero, FL 33928

H07000027017 3

Laura Ray
c/o Pulte Home Corporation
9240 Estero Park Commons Blvd.
Estero, FL 33928

The initial Officers are: Edwin D. Stackhouse- President; Richard McCormick- Vice President; and Laura Ray, Secretary/Treasurer.

ARTICLE VIII

AMENDMENTS: Amendments to these Ellington Park at Ave Maria Articles shall be proposed and adopted in the following manner:

(A) Proposal. Amendments to these Ellington Park at Ave Maria Articles may be proposed by a majority of the Ellington Park at Ave Maria Board or by a written petition to the Ellington Park at Ave Maria Board, signed by at least one-fourth (1/4) of the voting interests of the Ellington Park at Ave Maria Neighborhood Association.

(B) Procedure. Upon any amendment to these Ellington Park at Ave Maria Articles being proposed by said Ellington Park at Ave Maria Board or Ellington Park at Ave Maria Members, such proposed amendment shall be submitted to a vote of the Ellington Park at Ave Maria Members not later than the next annual meeting for which proper notice can be given.

(C) Vote Required. Amendments shall be adopted by the Ellington Park at Ave Maria Board of Directors, provided, however, that subsequent to the Ellington Park at Ave Maria Turnover Date, a proposed amendment shall be adopted if it is approved by at least two-thirds (2/3) of the voting interests of the Ellington Park at Ave Maria Neighborhood Association, at any annual or special meeting called for that purpose. As long as Ellington Park at Ave Maria Developer owns a Parcel, an amendment to these Ellington Park at Ave Maria Articles of Incorporation shall not be effective without the prior written consent of Ellington Park at Ave Maria Developer, which consent may be denied in Ellington Park at Ave Maria Developer's discretion, provided, further, that regardless of whether Ellington Park at Ave Maria Developer owns a Parcel, no amendment shall be effective if it affects the Ellington Park at Ave Maria Developer's rights or alters any provision made for the Ellington Park at Ave Maria Developer's benefit. Amendment of these Ellington Park at Ave Maria Articles requires prior written approval of HUD/VA prior to the Ellington Park at Ave Maria Turnover Date.

(D) Effective Date. An amendment shall become effective upon filing with the Secretary of State and recording a Certificate of Amendment in the Public Records of Collier County, Florida, with the formalities required for the execution of a deed.

ARTICLE IX

INDEMNIFICATION: To the fullest extent permitted by Florida law, the Ellington Park at Ave Maria Neighborhood Association shall indemnify and hold harmless every Director and every officer of the Ellington Park at Ave Maria Neighborhood Association against all expenses and liabilities, including attorney 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 Ellington Park at Ave Maria Neighborhood 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:

H07000027017 3

(A) Willful misconduct or a conscious disregard for the best interests of the Ellington Park at Ave Maria Neighborhood Association, in a proceeding by or in the right of the Ellington Park at Ave Maria Neighborhood 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.

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 X

INCORPORATOR: The name and address of the Incorporator is as follows:

Edwin D. Stackhouse
c/o Pulte Home Corporation
9240 Estero Park Commons Blvd.
Estero, FL 33928

ARTICLE XI

REGISTERED OFFICE AND REGISTERED AGENT: The name and address of the Registered Agent and the address of the Registered Office is:

Edwin D. Stackhouse
c/o Pulte Home Corporation
9240 Estero Park Commons Blvd.
Estero, FL 33928

IN WITNESS WHEREOF, the undersigned, for the purpose of forming a not-for-profit corporation to do business in the State of Florida, under the law of Florida, makes and files these Ellington Park at Ave Maria Articles of Incorporation, hereby declares and certifies the facts herein stated are true and hereunto set my hand this 27th day of January, 2007.


Edwin D. Stackhouse, Incorporator

H07000027017 3

H07000027017 3

CERTIFICATE OF DESIGNATION
REGISTERED AGENT/REGISTERED OFFICE

Pursuant to the provisions of Section 617.0501, Florida Statutes, the undersigned corporation, organized under the laws of the State of Florida, submits the following statement in designating the registered office/registered agent, in the State of Florida.

1. The name of the corporation is:

ELLINGTON PARK AT AVE MARIA NEIGHBORHOOD ASSOCIATION, INC.

2. The name and address of the registered agent and office is:

Edwin D. Stackhouse
c/o Pulte Home Corporation
9240 Estero Park Commons Blvd.
Estero, FL 33928


Edwin D. Stackhouse, President

DATE 1/29/07

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.

SIGNATURE 
Edwin D. Stackhouse

DATE 1/29/07

H07000027017 3