

Division of Corporations

N07000001879

Florida Department of State
Division of Corporations
Public Access System

Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H07000047051 3)))



H070000470513ABCY

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

Division of Corporations
Fax Number : (850)205-0381

From:

Account Name : ROETZEL & ANDRESS
Account Number : I20000000121
Phone : (239)649-6200
Fax Number : (239)261-3659

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2007 FEB 21 PM 2:34

FILED

FLORIDA PROFIT/NON PROFIT CORPORATION

San Michele at University Commons Section II Neighbo

Certificate of Status	0
Certified Copy	1
Page Count	09
Estimated Charge	\$78.75

Electronic Filing Menu

Corporate Filing Menu

FILED
FEB 22 2007
T. B. B.

H07000047051 3

ARTICLES OF INCORPORATION
FOR
SAN MICHELE AT UNIVERSITY COMMONS SECTION II
NEIGHBORHOOD ASSOCIATION, INC.

H07000047051 3

H07000047051 3

TABLE OF CONTENTS
FOR
ARTICLES OF INCORPORATION
OF
SAN MICHELE AT UNIVERSITY COMMONS SECTION II
NEIGHBORHOOD ASSOCIATION, INC.

PAGE NO.:

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>NEIGHBORHOOD ASSOCIATION MEMBERSHIP</u>	2
ARTICLE V	3
<u>TERM</u>	3
ARTICLE VI.....	3
<u>NEIGHBORHOOD ASSOCIATION'S BYLAWS</u>	3
ARTICLE VII.....	3
<u>DIRECTORS AND OFFICERS</u>	3
ARTICLE VIII	4
<u>AMENDMENTS</u>	4
ARTICLE IX	4
<u>INDEMNIFICATION</u>	4

H07000047051 3

ARTICLE X	5
<u>INCORPORATOR</u>	5
ARTICLE XI	5
<u>REGISTERED OFFICE AND REGISTERED AGENT</u>	5

H07000047051 3

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2007 FEB 21 PM 2:34

FILED

ARTICLES OF INCORPORATION
SAN MICHELE AT UNIVERSITY COMMONS SECTION II
NEIGHBORHOOD ASSOCIATION, INC.

Pursuant to Section 617.02011, Florida Statutes, the undersigned hereby executes these Articles of Incorporation for the purpose of forming a not-for-profit corporation under the Florida Not-for-Profit Corporation Act.

ARTICLE I

NAME: The name of the corporation, herein called the "Neighborhood Association", is San Michele at University Commons Section II Neighborhood Association, Inc., and its address is c/o DiVosta Homes, L.P., 6003 Honore Avenue Suite 106, Sarasota, Florida 34238 Attn: Mr. Joseph Kurth.

ARTICLE II

DEFINITIONS: The definitions set forth in the Declaration of Covenants, Conditions and Restrictions for San Michele at University Commons Section II and Section 720.301, F.S., (2006), shall apply to terms used in these Articles.

ARTICLE III

PURPOSE AND POWERS: The purpose for which the Neighborhood Association is organized is to provide an entity pursuant to Section 720.301, F.S. (2006) to act as a "homeowners' association" for the operation of San Michele at University Commons Section II (the "Neighborhood") located in Manatee County, Florida. The 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 Neighborhood Association shall be distributed or inure to the private benefit of any Neighborhood Association Member, Director or officer. For the accomplishment of its purposes, the 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 Governing Documents and it shall have all of the powers and duties reasonably necessary to operate the Neighborhood pursuant to the Governing Documents as they may hereafter be amended, including but not limited to the following:

(A) To make and collect assessments against Neighborhood Association Members to defray the costs, expenses and losses of the Neighborhood Association, and to use the funds in the exercise of its powers and duties.

(B) To protect, maintain, repair, replace and operate the Neighborhood Association property.

(C) To purchase insurance for the protection of the Neighborhood Association and its Neighborhood Association Members.

(D) To repair and reconstruct improvements after casualty, and to make further improvements of the Neighborhood Association property.

(E) To make, amend and enforce Neighborhood Association Rules and Regulations as set forth in the Neighborhood Association Declaration.

H07000047051 3

H07000047051 3

(F) To approve or disapprove the transfer, leasing and occupancy of Parcels as provided in the Neighborhood Association Declaration.

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

(H) To contract for the management and maintenance of the Neighborhood and the Neighborhood Association property, and any property or easements and related improvements that are dedicated to the Neighborhood Association by plat, or separate instrument, including any agreement or easement which imposes maintenance obligations on the Neighborhood Association, and to delegate any powers and duties of the Neighborhood Association in connection therewith except such as are specifically required by law or by the Neighborhood Association Declaration to be exercised by the Neighborhood Association Board of Directors or the Neighborhood Association 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 Neighborhood Association shall be held for the benefit of the Neighborhood Association Members in accordance with the provisions of the Governing Documents. In the event of termination, dissolution or final liquidation of the 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 Neighborhood Association by plat, or separate instrument, including any agreement or easement which imposes maintenance obligations on the 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 Neighborhood Common Area and dissolution of the Neighborhood Association requires prior written approval of the Department of Housing and Urban Development and the Veterans Administration ("HUD/VA") prior to the Neighborhood Association Turnover Date.

ARTICLE IV

NEIGHBORHOOD ASSOCIATION MEMBERSHIP

(A) The members of the Neighborhood Association shall be the record owners of a fee simple interest in one or more Parcels. Class "A" Neighborhood Association Members are all owners other than Developer. The Class "B" Neighborhood Association Member is the Developer as further provided in the Neighborhood Association's Bylaws.

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

H07000047051 3

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

ARTICLE V

TERM: The term of the Neighborhood Association shall be perpetual.

ARTICLE VI

NEIGHBORHOOD ASSOCIATION'S BYLAWS: The Neighborhood Association's Bylaws may be altered, amended, or rescinded in the manner provided therein.

ARTICLE VII

DIRECTORS AND OFFICERS:

(A) The affairs of the Neighborhood Association shall be administered by a Neighborhood Association Board of Directors consisting of the number of Directors determined by the Neighborhood Association's 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 Neighborhood Association shall initially be appointed by and shall serve at the pleasure of the Developer. Beginning on the Neighborhood Association Turnover Date and subsequent elections, Directors shall be elected by the Neighborhood Association Members in the manner determined by the Neighborhood Association's Bylaws. Directors may be removed and vacancies on the Neighborhood Association Board of Directors shall be filled in the manner provided by the Neighborhood Association's Bylaws.

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

<u>Name</u>	<u>Address</u>
Joseph Kurth	c/o DiVosta Homes, L.P. 6003 Honore Avenue Suite 106 Sarasota, Florida 34238
Jason Battistoni	c/o DiVosta Homes, L.P. 6003 Honore Avenue Suite 106 Sarasota, Florida 34238
Christopher Chew	c/o DiVosta Homes, L.P. 6003 Honore Avenue Suite 106 Sarasota, Florida 34238

H07000047051 3

H07000047051 3

ARTICLE VIII

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 Neighborhood Association Board or by a written petition to the Neighborhood Association Board, signed by at least one-fourth (1/4th) of the voting interests of the Neighborhood Association.

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

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

ARTICLE IX

INDEMNIFICATION: To the fullest extent permitted by Florida law, the Neighborhood Association shall indemnify and hold harmless every Director and every officer of the 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 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:

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

H07000047051 3

ARTICLE X

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

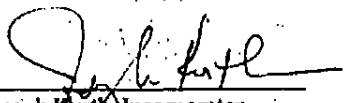
Joseph Kurth
c/o DiVosta Homes, L.P.
6003 Honore Avenue Suite 106
Sarasota, Florida 34238

ARTICLE XI

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

Joseph Kurth
c/o DiVosta Homes, L.P.
6003 Honore Avenue Suite 106
Sarasota, Florida 34238

IN WITNESS WHEREOF, the undersigned, for the purpose of forming a corporation to do business with the State of Florida, under the law of Florida, makes and files these Articles of Incorporation, hereby declares and certifies the facts herein stated are true and hereunto set my hand this 20 day of February, 2007.



Joseph Kurth, Incorporator

H07000047051 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:

SAN MICHELE AT UNIVERSITY COMMONS SECTION II NEIGHBORHOOD
ASSOCIATION, INC.

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

Joseph Kurth
c/o DiVosta Homes, L.P.
6003 Honore Avenue, Suite 106
Sarasota, FL 34238



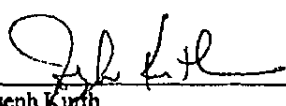
Joseph Kurth, President

DATE

2-20-07

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



Joseph Kurth

DATE

2-20-07

507283.115879.0004

H07000047051 3