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FLORIDA PROFIT/NON PROFIT CORPORATION

MILLBROOK VILLAGE ASSOCIATION, INC.

Certificate of Status	1
Certified Copy	1
Page Count	06
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Electronic Filing Menu

Corporate Filing Menu

Help

H/O 7000 182026

**ARTICLES OF INCORPORATION
FOR
MILLBROOK VILLAGE ASSOCIATION, INC.**

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

ARTICLE I

The name of the corporation is Millbrook Village Association, Inc.

The office of the association is located at 8156 Fiddler's Creek Parkway, Naples, Florida 34114-0816.

The name and address of the Registered Agent is Mark J. Woodward, 3200 Tamiami Trail North, 200, Naples, Florida 34103.

The terms used in these Articles shall have the definitions as provided in Article I of Declaration of Covenants, Conditions and Restrictions for Millbrook Village at Fiddler's Creek (the "Village Covenants").

**ARTICLE II
PURPOSE AND POWERS OF THE ASSOCIATION**

This Village Association does not contemplate pecuniary gain or profit to the members thereof; and the specific purposes for which it is formed are to provide for maintenance and preservation of the Residential Units, and Village Common Areas within that certain property located in Collier County, Florida, known as "Millbrook Village" pursuant to the provisions of the Village Covenants, and to promote the betterment of the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Village Association and in furtherance of those purposes to:

A. Exercise all of the powers and privileges and to perform all of the duties and obligations of the Village Association as set forth in the Village Covenants Declaration, applicable to the property, to be recorded in the Public Records of Collier County, Florida, and as the same may be amended from time to time as therein provided, said Village Covenants being incorporated herein by reference as if set forth as length;

B. Operate, maintain repair and where necessary improve the Village Common Areas, including but not limited to, all water management facilities existing, from time to time on the Property which are not maintained by the Foundation or District, which water management facilities shall include all lakes, ponds, drainage retention areas, swales and

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artificial and natural structures which are incorporated into the water management system, whether owned by the Village Association or by a member, and all easements reserved for drainage related purposes. Provided, however, that the Village Association shall only be responsible for water management facilities which solely serve Millbrook Village. The Foundation or District shall be responsible for the ownership, operation and maintenance of all storm water management systems which are designated by the Foundation or District as a part of the master storm water management system.

C. Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Village Covenants; to pay all expenses in connection therewith and all office and other expenses in connection therewith and other expenses incident to the conduct of the business of the Village Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Village Association;

D. 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 Village Association;

E. Borrow money, and with the consent of eighty percent (80%) of the members entitled to vote, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

F. Dedicate, sell or transfer all or any part of the Village Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members;

G. Have and to exercise any and all powers, rights and privileges which a corporation organized under the not-for-profit Corporation Law of the State of Florida by law may now or hereafter have or exercise;

H. Devise such rules and regulations with respect to the use of the Village Common Areas and to promote the health, safety and convenience of the Owners of the Property.

I. Enter into contracts for operational and maintenance services for the Village Common Areas and the management of the Village Association.

J. Cooperate with the Foundation in carrying out its responsibilities under the Declaration.

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ARTICLE III MEMBERSHIP

Every person or entity who is a record owner of a Residential Unit in Millbrook Village shall be a member of the Village Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Residential Unit which is subject to assessment by the Village Association.

ARTICLE IV VOTING RIGHTS

The Village Association shall have two (2) classes of voting memberships:

1. Class A. Class A members shall be all of those owners of a Residential Unit subject to the Village Covenants. Each Class A Member shall have one (1) vote for each Residential Unit owned by such Class A Member.

2. Class B. There shall be one (1) Class B member, GBFC Development, Ltd., a Florida limited partnership, or its assigns. The Class B member shall have one (1) vote for each Residential Unit subject to the Village Covenants, plus one (1).

The Bylaws may establish procedures for voting when title to a unit is held in the name of a corporation or more than one (1) person or entity.

The Class B membership shall cease and convert to Class A membership, based upon the Developer's ownership, upon the occurrence of the first to occur of the following events:

A. Three months after the Developer has conveyed ninety percent (90%) of the Residential Units subject to the Declaration; or

B. At any time that the Developer, in its sole discretion, voluntarily converts its Class B membership to Class A membership.

ARTICLE V BOARD OF DIRECTORS

The affairs of this Association shall initially be managed by a Board of three (3) members who shall be appointed by the Developer and serve at Developer's will. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

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Joseph L. Parisi

8156 Fiddler's Creek Parkway
Naples, Florida 34114-0816

Anthony DiNardo

8156 Fiddler's Creek Parkway
Naples, Florida 34114-0816

Thomas Kirstein

8156 Fiddler's Creek Parkway
Naples, Florida 34114-0816

After Developer turns over control of the Village Association, the Board shall consist of at least three members, who shall be elected by the members in the manner determined by the Bylaws.

ARTICLE VI INDEMNIFICATION

The Village Association shall indemnify every director and every officer of the Village Association against all expenses and liabilities including attorney's 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 Village Association. In the event of a settlement, indemnification shall apply only when the Board of Directors approves such settlement and indemnification as being in the best interests of the Village Association. The foregoing right of indemnification shall not apply to:

A. Gross negligence or willful misconduct in office by any director or officer.

B. Any criminal action, unless the director or officer acted in good faith and in a manner he reasonably believed was in, not opposed to, the best interest of the Village Association, and had no reasonable cause to believe his action was unlawful.

The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE VII DURATION

The corporation shall exist perpetually. If this corporation shall ever be dissolved, the property owned by the corporation consisting of the surface water management system shall be conveyed to an appropriate agency of local government. If it is not accepted, then the surface water management system shall be dedicated to a similar non-profit corporation.

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ARTICLE VIII
AMENDMENTS

Subject to the rights of the Developer as provided in the Bylaws of the Corporation, amendments of these Articles shall require the consent of two-thirds (2/3) of the members entitled to vote, but no amendment shall be effective which is in contravention of the duties, responsibilities or obligations of the Village Association or the members as provided in the Village Covenants. Amendments to the Bylaws may be made at a regular or special meeting of the members or by a vote of a majority of a quorum of the voting representatives present in person.

ARTICLE IX
NOT FOR PROFIT STATUS

In compliance with the requirements of Chapter 617, the corporation shall issue no stock, and no dividends shall be paid and no part of the income of the corporation shall be distributed to the members, directors or officers.

ARTICLE X
OFFICERS

There shall initially be a President, Secretary and Treasurer of the Corporation. The initial officers of the corporation are as follows:

PRESIDENT	Joseph L. Parisi
SECRETARY	Anthony DiNardo
TREASURER	Thomas Kirstein

After Developer turns over control of the Village Association, the officers shall consist of a President, Vice President and Secretary/Treasurer.

ARTICLE XI
INCORPORATORS

The name and address of the incorporator is: Carrie E. Lademan, Esquire, at 3200 Tamiami Trail, Suite 200, Naples, Florida 34103.

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IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned incorporator of this Association, has executed these Articles of Incorporation this 16th day of July, 2007.

C. Lademan
Carrie E. Lademan

**CERTIFICATE DESIGNATING PLACE OF BUSINESS
FOR THE SERVICE OF PROCESS WITHIN THIS STATE,
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.**

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

That Millbrook Village Association, Inc., desiring to organize under the laws of the State of Florida with its principal office, as indicated in the Articles of Incorporation, County of Collier, State of Florida, has named Mark Woodward, at 3200 Tamiami Trail North, Suite 200, Naples, Florida 341038, State of Florida, as its agent to accept service of process within this State.

ACCEPTANCE

Having been named to accept service of process for the above corporation, at place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping open said office.

Mark J. Woodward

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