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Reserve at Eden Gardens Association, Inc.

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**ARTICLES OF INCORPORATION
OF RESERVE AT EDEN GARDENS
ASSOCIATION, INC.**

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**ARTICLES OF INCORPORATION
OF
RESERVE AT EDEN GARDENS ASSOCIATION, INC.**

In compliance with the laws of the State of Florida, the undersigned do hereby voluntarily associate for the purpose of forming a corporation not-for-profit for the purposes and with powers set forth herein. All capitalized terms set forth herein, to the extent not defined herein, shall have the meanings set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for THE RESERVE AT EDEN GARDENS recorded or to be recorded in the current public records of Collier County, Florida, as it may be modified and supplemented from time to time ("Declaration").

ARTICLE I

NAME

The name of the corporation is RESERVE AT EDEN GARDENS ASSOCIATION, INC., hereinafter referred to as the "Association."

ARTICLE II

REGISTERED AGENT AND OFFICE

The name and address of the initial Registered Agent of the Association is:

Steven Kirk
19308 SW 380th Street
Florida City, FL 33034

ARTICLE III

PRINCIPAL OFFICE

The initial address of the principal office of the Association is 19308 SW 380th Street, Florida City, FL 33034; however, the Association may maintain offices and transact business in such places, within or without the State of Florida, as may from time to time be designated by the Board of Directors.

ARTICLE IV

PURPOSE AND POWERS

The Association does not contemplate pecuniary gain or profit to its Members. The specific purposes for which it is formed are to operate as a corporation-not-for-profit pursuant to Chapter 617, Florida Statutes and to operate as a Property Owner's Association pursuant to Chapter 720, Florida Statutes, in order to provide for the maintenance and operation of the

Common Property, including the Surface Water Management System to be constructed on the Property, all within that certain tract of land described in the Declaration of Covenants, Conditions, Restrictions and Easements for The Reserve at Eden Gardens (the "Declaration") which is to be recorded in the Public Records of Collier County, Florida, as such is supplemented from time to time, all for the mutual advantage and benefit of the Members of this Association, who shall be the Owners of the Parcels (terms used herein which are not defined herein shall have the meaning as defined in said Declaration). For such purposes, the Association shall have and exercise the following authority and powers:

A. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration, as the same may be amended from time to time as therein provided, as well as in the provisions of these Articles and the Bylaws. The Declaration is incorporated herein by this reference as if set forth in detail.

B. To fix, levy, collect and by any lawful means enforce payment of all Assessments pursuant to the terms of the Declaration, and to pay all expenses in connection therewith, and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association.

C. 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 or any improvements thereon in connection with the affairs of the Association.

D. To borrow money and to mortgage, pledge or hypothecate any and' all of the Association's real or personal property as security for money borrowed or debts incurred.

E. To dedicate, sell or transfer all or any part of the Common Property to any public agency, authority or utility.

F. To participate in mergers and consolidations with other nonprofit corporations organized for the same purposes.

G. To make, establish and amend reasonable rules and regulations governing the use of the Parcels and Common Property.

H. To maintain, repair, replace, operate and manage the Common Property, including the surface water management ("SWM") system permitted in South Florida Water Management District ("SFWMD") Permit No. 11-02531-P.

I. To maintain the conservation easements (preserved/restored/created wetland areas and upland buffer zones) and to take action against Owners as necessary to enforce the conditions of the conservation easement(s) and of the SFWMD Permit.

J. To maintain and monitor the Conservation Areas as required by the terms of the SFWMD Permit, and the Conservation Areas Maintenance and Monitoring Plan.

K. To employ personnel, agents or independent contractors to perform the services required for the proper operation of the Common Property, including the power to contract for such services.

L. To sue and be sued, in accordance with Florida law.

M. To have and to exercise any and all powers, rights and privileges which a corporation organized under the laws of the State of Florida may now or hereafter have or exercise.

All of the Association's assets and earnings shall be used exclusively for the purposes set forth herein and in accordance with Section 528 of the Internal Revenue Code of 1986, as amended ("Code"), and no part of the assets of this Association shall inure to the benefit of any individual Member or any other person. The Association may, however, reimburse its Members for actual expenses incurred for or on behalf of the Association, and may pay compensation in a reasonable amount to its Members for actual services rendered to the Association, as permitted by Section 528 of the Code, other applicable provisions of the Code, and federal and state law. In addition, the Board of Directors shall also have the right to exercise the powers and duties set forth in the Bylaws.

ARTICLE V

MEMBERSHIP

A. Every Owner shall be a Member of the 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 Parcel which is subject to assessment by the Association.

B. The transfer of the membership of any Owner shall be established by the recording in the public records of Orange County of a deed or other instrument establishing a transfer of record title to any Parcels for which membership has already been established. Upon such recordation the membership interest of the transferor shall immediately terminate. Notwithstanding the foregoing, the Association shall not be obligated to recognize such a transfer of membership until such time as the Association receives a copy of the deed or other instrument establishing the transfer of ownership of the Parcel. It shall be the responsibility and obligation of the former and new Owner of the Parcel to provide such copy to the Association.

C. The interest of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the Parcel owned by such Member.

ARTICLE VI

VOTING RIGHTS

The Association shall have two (2) classes of voting Members, as follows:

A. Class A. Class A Members shall be all Owners, with the exception of Developer while the Class B Membership exists. Class A Members shall be entitled to one (1) vote for each Parcel owned. When more than one person holds an interest in any Parcel, all such persons shall be Members; however, the vote for such Parcel shall be exercised as they shall determine among themselves, but in no event shall more than one vote be cast with respect to any Parcel. Until Turnover, the Class B Member shall have the sole voting rights; after Turnover, the Class A Members may vote for the Board of Directors and to approve or disapprove all matters requiring a vote of the Members of the Association.

B. Class B. The Class B Member shall be Developer and shall be entitled to the sole right to vote in Association matters until the occurrence of the earlier of the following events ("Turnover"):

1. Three months after ninety percent (90%) of the Parcels in the Property that will ultimately be operated by the Association have been conveyed to Class A Members;
2. On August 1, 2009; or
3. Such earlier date as Developer, in its sole discretion, may determine to convert the Class B membership to Class A by written notice to the Association.

C. Upon Turnover, Members other than the Developer are entitled to elect at least a majority of the members of the Board of Directors of the Association. For purposes of this section, the phrase "Members other than the Developer" shall not include builders, contractors, or others who purchase a parcel for the purpose of constructing improvements thereon for resale.

D. The Developer is entitled to elect at least one member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Parcels in all phases of the Community. After the Developer relinquishes control of the Association the Developer may exercise the right to vote any Developer-owned voting interests in the same manner as any other Member, except for purposes of reacquiring control of the Association or selecting the majority of the members of the Board of Directors.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors, who shall be Members of the Association, provided, however, that until Turnover, the Directors need not be Members of the Association. The number of Directors of the Association shall be not less than three (3) nor more than seven (7). The names and addresses of the persons who are to act in the initial capacity of Directors until the selection and qualification of their successors are:

Name and Address

Steven Kirk

16445 Old Cutler Road
Palmetto Bay, Florida 33157

Robert Jenson

18640 SW 295th Terrace
Homestead, FL 33030

Arturo Lopez

778 West Palm Drive
Florida City, FL 33034

Until Turnover, the Board shall consist of Directors appointed by the Class B Member who shall serve until the Class B Member no longer has the right to appoint any Directors.

At the first meeting after Turnover, the Class A Members shall elect the Directors to be elected by the Class A Members as set forth in the Bylaws.

ARTICLE VIII**TERM OF EXISTENCE**

This corporation shall have perpetual existence unless sooner dissolved in accordance with the provisions herein contained or in accordance with the laws of the State of Florida. The date on which corporate existence shall begin is the date on which these Articles of Incorporation are filed with the Secretary of State of the State of Florida.

ARTICLE IX**DISSOLUTION MERGER AND CONSOLIDATION**

A. Dissolution. The Association may be dissolved in accordance with the procedure set forth in the Bylaws. 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, or for the general welfare of the residents of the county in which the Property is located. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to similar purposes or as otherwise permitted by law. Provided, if the Association is dissolved, the SWM system, property containing the SWM system and water management portions of Common Property shall be conveyed to an agency of local government, or a similar non-profit corporation, which agency or non-profit corporation must be determined to be acceptable to SFWMD.

B. Merger and Consolidation.

1. By Developer. Developer shall have the right, but not the obligation., until Turnover, from time to time, within its sole discretion, to merge or consolidate this Association with any other property owners association.

2. By Owners. After Turnover, the Association may be merged with another association with the approval required in the Bylaws.

3. Effect. Upon a merger or consolidation of the Association with another property owners association, the Association's Common Property, rights and obligations may, by operation of law, be transferred to the surviving or consolidated association, or alternatively, the Property, rights and obligations of another property owners association may, by operation of law, be added to the Common Property, rights and obligations of the Association, as a surviving corporation pursuant to a merger. To the greatest extent practicable, the surviving or consolidated property owners association shall administer the covenants, conditions, easements and restrictions established by the Declaration within the Property, together with any surviving covenants and restrictions established upon any other properties as one scheme, but with such differences in the method or level of Assessments to be levied upon the Property and the other properties as may be appropriate, taking into account the different nature or amount of services to be rendered to the owners thereof by the surviving or consolidated association. No such merger or consolidation, however, shall effect any revocation, change, or addition to the covenants established by the Declaration, except as expressly adopted in accordance with the terms hereof

ARTICLE X**OFFICERS**

Subject to the direction of the Board of Directors, the affairs of this Association shall be administered by its officers, as designated in the Bylaws of this Association. Said officers shall be elected annually by the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are:

Name, Title and Address

President	Steven Kirk	16445 Old Cutler Road Palmetto Bay, Florida 33157
Vice President	Robert Jenson	18640 SW 295 th Terrace Homestead, FL 33030
Secretary/ Treasurer	Arturo Lopez	778 West Palm Drive Florida City, FL 33034

ARTICLE XI

BYLAWS

The Bylaws of this Association shall be adopted by the first Board of Directors, which Bylaws may be altered, amended, modified or appealed in the manner set forth in the Bylaws.

ARTICLE XII

AMENDMENTS

Until Turnover, Developer reserves the exclusive right to amend or repeal any of the provisions of these Articles of Incorporation or any amendments hereto without the consent of any Class A Member or Institutional Mortgagee. Thereafter, the Association shall have the right to amend or repeal any of the provisions contained in these Articles or any amendments hereto, provided, however, that any such amendment shall be in accordance with the procedure set forth in the Bylaws and provided, further, that no amendment shall conflict with any provisions of the Declaration. After Turnover, the consent of any Institutional Mortgagees shall be required for any amendment to these Articles which impairs the rights, priorities, remedies or interest of such Institutional Mortgagees, and such consent shall be obtained in accordance with the terms and conditions, and subject to the time limitations, set forth in the Declaration. Amendments to these Articles shall be filed with the Secretary of State and recorded in the public records of the County.

ARTICLE XIII

INDEMNIFICATION

A. The Association shall indemnify any director, officer, employee or agent or member of any committee thereof (each an "Indemnatee") who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, employee, officer, or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interest of the Association. With respect to any criminal action or proceeding, said Indemnatee shall be indemnified by the Association provided he had no reasonable cause to believe his conduct was unlawful; however, no indemnification shall be made in respect to any claim, issue or matter as to which such Indemnatee shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the Association unless and only to the extent that the court in which such action or suit was brought shall determine that, despite the adjudication of liability, but in view of all the circumstances of the case, such Person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that the Person did not act in good faith and in a manner which he reasonably believed to be in, or not

opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

B. To the extent that an Indemnitee has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Paragraph A above, or in defense of any claim, issue or matter therein he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

C. Any such indemnification (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Indemnitee is proper under the circumstances because he has met the applicable standard of conduct set forth in Paragraph A above. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action suit or proceeding, or if such quorum is not obtainable, or, even if unobtainable, a quorum of disinterested directors so directs, by independent legal counsel in written opinion, or (c) by a majority vote of the voting interests of the Members.

D. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the Indemnitee to repay such amount, unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article, in which event the Indemnitee shall not be required to repay such amount.

E. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any Bylaw, agreement, vote of members or otherwise, and, as to action taken in an official capacity while holding office, this indemnification shall continue as to an Indemnitee who has ceased to be a director, officer, employee, agent, or committee member and shall inure to the benefit of the heirs, executors and administrators of such Indemnitee. Person.

F. The Association shall have the power to purchase and maintain insurance on behalf of any Indemnitee or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, test or other enterprise, against any liability asserted against him and incurred by him in such capacity, as arising out of his status as such whether or not the Association would have the power to indemnify, him against such liability under the provisions of this Article.

ARTICLE XIV

SUBSCRIBER

The name and address of the Subscriber of the corporation is:

Steven Kirk

16445 Old Cutler Road
Palmetto Bay, Florida 33157

IN WITNESS WHEREOF, for the purpose of forming this Association under the laws of the State of Florida, the undersigned has executed these Articles of Incorporation this 27th day of July, 2007.

Signed, sealed and delivered in the presence of:

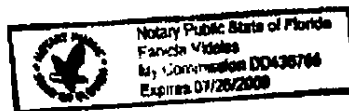
[Signature]
Print Name: Bill Daltor

[Signature]
Print Name: Leo DeSantel

[Signature]
Name: Steven Kirk

STATE OF FLORIDA
COUNTY OF DADE

The foregoing instrument was acknowledged before me this 27th day of July, 2007, by Steven Kirk, who is personally known to me or has produced _____ as identification.




[Signature]
Notary Public, State of Florida
Print Name: Fabiola Vidales
My Commission Expires: 7/26/2009
Commission Number: DD436766

**CERTIFICATE OF DESIGNATION OF PLACE OF BUSINESS
OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN FLORIDA
ON WHOM PROCESS MAY BE SERVED**

In compliance with Section 48.091, Florida Statutes, the following is submitted:

Reserve at Eden Gardens Association, Inc., desiring to organize or qualify under the laws of the State of Florida, with its principal place of business in the City of Florida City, County of Dade, State of Florida, has named Steven Kirk whose address is 19308 SW 380 Street, Florida City, Florida 33034 as its agent to accept service of process within Florida.


Name: Steven Kirk
Title: Incorporator
Date: July 27th, 2007

Having been named to accept service of process for the above stated corporation, at the place designated in the certificate, I agree to act in this capacity and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.


Name: Steven Kirk
Title: Agent
Date: July 27th, 2007

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