

ARTICLES OF INCORPORATION
OF
CENTRAL VIERA COMMUNITY ASSOCIATION, INC.

FILED
91 SEP 14 AM 7:38
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

By these Articles of Incorporation, the undersigned Subscriber forms a corporation not for profit in accordance with Chapter 617, Florida Statutes, and pursuant to the following provisions ("these Articles");

ARTICLE I

NAME

The name of the corporation shall be CENTRAL VIERA COMMUNITY ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Community Association."

ARTICLE II

DURATION

The Community Association shall exist perpetually unless and until dissolved according to law. Corporate existence of the Community Association shall commence upon the filing of these Articles with the Florida Department of State.

ARTICLE III

DEFINITIONS

Unless the context otherwise requires, all capitalized terms herein shall have the same meaning as set forth in the Declaration of Covenants, Conditions, Easements, Reservations and Restrictions for Central Viera Community recorded or to be recorded in the Public Records of Brevard County, Florida, as it may be amended or supplemented from time to time ("Community Declaration"), which pertains to the property described in Exhibit "A" attached hereto and incorporated herein by reference.

ARTICLE IV

PRINCIPAL OFFICE

The principal office and mailing address of the Community Association is located at 7380 Murrell Road, Suite 201, Viera, Florida 32940.

ARTICLE V

REGISTERED OFFICE AND AGENT

R. Mason Blake, whose address is 7380 Murrell Road, Suite 201, Viera, Florida 32940, is hereby appointed the initial registered agent of the Community Association and the registered office shall be at said address.

ARTICLE VI

PURPOSE AND POWERS OF THE COMMUNITY ASSOCIATION

The Community Association shall not pay dividends and no part of any income of the Community Association shall be distributed to its members, directors or officers. The Community Association is formed to provide for, among other things, the improvement, maintenance, preservation and architectural control of the Properties and to promote the recreation, health, safety and welfare of the Owners. The Community Association shall have all the powers of a nonprofit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in these Articles, the Bylaws, or the Community Declaration. The Community Association shall have the power and duty to do any and all lawful things which may be authorized, assigned, required or permitted to be done by the Community Declaration, any Supplemental Declaration, these Articles and the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Community Association for the benefit of the Owners and for the maintenance, administration and improvement of the Properties, Areas of Common Responsibility and Common Areas. The duties and powers of the Community Association shall be exercised by the Board of Directors unless provided otherwise in the Community Declaration, these Articles of Incorporation or the Bylaws, and shall include, without limitation, the following:

(a) To fix, levy, collect and enforce payment of, by any lawful means, all charges, fines or Assessments pursuant to the terms of the Community Declaration, these Articles or the Bylaws; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Community Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Community Association;

(b) To acquire (by gift, purchase or otherwise), manage, control, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property subjected to the Community Declaration

or any other property for which the Community Association by rule, regulation, Community Declaration or contract has a right or duty to provide such services;

(c) To borrow money, and as provided in the Community Declaration or Bylaws, mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(d) To dedicate, sell or transfer all or any part of the Common Area to any public agency, authority or utility;

(e) To enforce covenants, conditions, or restrictions affecting any property to the extent the Community Association may be authorized to do so under the Community Declaration or Bylaws;

(f) To engage in activities which will actively foster, promote, and advance the common interests of all owners of the Properties;

(g) To enter into, make, perform, or enforce contracts of every kind and description, and to perform all other acts necessary, appropriate, or advisable in carrying out any purpose of the Community Association, with or in association with any other association, corporation, or other entity or agency, public or private;

(h) To adopt, alter, and amend or repeal such Bylaws as may be necessary or desirable for the proper management of the affairs of the Community Association; provided, however, such Bylaws may not be inconsistent with or contrary to any provisions of these Articles of Incorporation or the Community Declaration;

(i) To maintain, repair, replace and operate portions of the Properties and Areas of Common Responsibility consistent with the obligations imposed upon or assumed by the Community Association for maintenance, repair, replacement and operation pursuant to the Community Declaration, these Articles, the Bylaws, or separate agreement;

(j) To accept jurisdiction over, and the powers and duties imposed with respect to, any additional property which may become part of the Properties or which may otherwise be subjected to the jurisdiction of the Community Association as provided in the Community Declaration. The Community Association shall accept as members all owners of property hereafter subjected to the jurisdiction of the Community Association as provided in the Community Declaration; and

(k) To sue and be sued and appear and defend in all actions and proceedings in its corporate name to the same extent as a natural person.

The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or hereafter be allowed or permitted by law; and the powers specified in each of the paragraphs of this Article VI are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph or provisions of this Article VI.

ARTICLE VII

MEMBERSHIP

7.1 Membership. Each Owner, including the Declarant, shall be a member of the Association. No Owner, whether one (1) or more Persons, shall have more than one (1) membership per Unit or Unplatted Parcel owned. Any person or entity who holds any interest merely as a security for the performance of any obligation shall not be a member. The Community Association membership of each Owner shall be appurtenant to the Unit or Unplatted Parcel giving rise to such membership, and shall not be transferred except upon the transfer of title to said Unit or Unplatted Parcel and then only to the transferee of title thereto. Any prohibited separate transfer shall be void. Any transfer of title shall operate automatically to transfer the membership in the Community Association appurtenant thereto to the new Owner thereof. The membership of an Owner shall not be refused, waived or surrendered, but voting rights and rights of use and enjoyment of the Common Area may be regulated or suspended as provided in these Articles of Incorporation, the Community Declaration, the Bylaws and the rules and regulations of the Community Association.

7.2 Jurisdiction of Community Association. The Community Association and each member thereof must accept as members those owners subject to the jurisdiction of the Community Association as provided in the Community Declaration.

ARTICLE VIII

VOTING RIGHTS

8.1 Voting Rights. The voting rights of members in the Community Association shall be as set forth in the Community Declaration and Bylaws, as the same may be amended from time to time.

8.2 Multiple Owners. Each vote in the Community Association must be cast as a single vote, and fractional votes shall not be allowed. In the event that joint or multiple Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in

question. If any Owner or Owners cast a vote on behalf of a particular Unit or Unplatted Parcel, it shall thereafter be conclusively presumed for all purposes that he was or they were acting with the authority and consent of all other Owners thereof. In the event more than the appropriate number of votes are cast for a particular Unit or Unplatted Parcel, none of said votes shall be counted and said votes shall be deemed void.

ARTICLE IX

BOARD OF DIRECTORS

The business and affairs of the Community Association shall be managed by a Board of Directors. The initial Board of Directors shall be comprised of five (5) members, but may be enlarged by a majority of the Board of Directors to as many as seven (7) members during the Class B Control Period. Thereafter the number of directors on the Board of Directors may be no less than three (3) members and may be increased upon approval of a majority of the members, provided that there shall always be an odd number of directorships created. Anything in these Articles to the contrary notwithstanding, during the Class B Control Period the Declarant shall be entitled to designate the members of the Board of Directors of the Community Association. The names and addresses of persons who are to act in the capacity of director until appointment or election of their successors pursuant to these Articles and the Bylaws are:

<u>Name</u>	<u>Address</u>
Joseph A. Duda	7380 Murrell Road Suite 201 Viera, Florida 32940
Perry J. Reader	7380 Murrell Road Suite 201 Viera, Florida 32940
R. Mason Blake	7380 Murrell Road Suite 201 Viera, Florida 32940
Stephen L. Johnson	7380 Murrell Road Suite 201 Viera, Florida 32940
Jane S. Jens	7380 Murrell Road Suite 201 Viera, Florida 32940

Within thirty (30) days after termination of the Class B Control Period, the members shall elect all directors of the Board of Directors for staggered terms as provided in the Bylaws. The method of election and term of office, removal and filling of vacancies of the Board of Directors shall be as set forth in the Bylaws.

The Board of Directors may delegate such operating authority to such companies, individuals or committees as it, in its discretion may determine.

ARTICLE X

OFFICERS

The affairs of the Community Association shall be administered by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at the first meeting, and they shall serve at the pleasure of 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 as follows:

<u>Office</u>	<u>Name</u>	<u>Address</u>
President	Perry J. Reader	7380 Murrell Road Suite 201 Viera, FL 32940
Vice President	R. Mason Blake	7380 Murrell Road Suite 201 Viera, FL 32940
Secretary	C. Scott Miller	7380 Murrell Road Suite 201 Viera, FL 32940
Treasurer	Jane S. Jens	7380 Murrell Road Suite 201 Viera, FL 32940

ARTICLE XI

INDEMNIFICATION

The Community Association shall indemnify every officer, director, committee member and employee of the Community Association against any and all costs and expenses, including reasonable attorneys' and paralegals' fees, reasonably incurred by or imposed upon such officer, director, committee member or

employee in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he may be a party by reason of being or having been an officer, director, committee member or employee of the Community Association. Such officers, directors, committee members and employees shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors of the Community Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Community Association (except to the extent they may also be members of the Community Association), and the Community Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, committee member, or employee, or former officer, director, committee member or employee may be entitled. The Community Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

ARTICLE XII

BYLAWS

The Bylaws of the Community Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the Bylaws.

ARTICLE XIII

AMENDMENTS

During the Class B Control Period, the Declarant may unilaterally amend these Articles. Thereafter these Articles may be amended only by the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of members representing a majority of the total votes of the Community Association. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. No amendment shall be effective until filed with the office of the Secretary of State of Florida. A certified copy of each amendment shall be recorded in the Public Records of Brevard County, Florida. Notwithstanding anything to the contrary set forth herein, the Declarant may unilaterally amend these Articles at any time to include any provisions which may be required by the

Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Veterans Administration, and the Department of Housing and Urban Development.

No amendment may remove, revoke, or modify any right or privilege of Declarant or the Class "B" member without the written consent of Declarant or the Class "B" member, as appropriate, or the assignee of such right or privilege. No amendment may impair the validity or priority of the lien of any Mortgage held by a Mortgagee or impair the rights granted to Mortgagees herein without the prior written consent of such Mortgagees.

ARTICLE XIV

INCORPORATOR

The name and address of the Incorporator of the Community Association is as follows:

<u>Name</u>	<u>Address</u>
R. Mason Blake	7380 Murrell Road Suite 201 Viera, Florida 32940

ARTICLE XV

NONSTOCK CORPORATION

The Community Association is organized on a nonstock basis and shall not issue shares of stock evidencing membership in the Community Association; provided, however, that membership in the Community Association may be evidenced by a certificate of membership which shall contain a statement that the Community Association is a corporation not for profit.

ARTICLE XVI

DISSOLUTION

In the event the Community Association is intentionally dissolved for the purpose of winding up its affairs, then after the claims of creditors of the Community Association have been satisfied from the assets of the Community Association or otherwise, the remaining assets of the Community Association shall be dedicated to a public body or conveyed to a not-for-profit corporation, as defined in Chapter 617, Florida Statutes, as amended, with similar purposes, as the Board of Directors of the Community Association shall determine in their sole discretion.

ARTICLE XVII

ADDITIONAL PROPERTY

Additional property may be added from time to time to the Properties in accordance with the Community Declaration. When made, the additions shall extend the jurisdiction, functions, duties and membership of the Community Association to such additional property as may be contemplated by the Community Declaration.

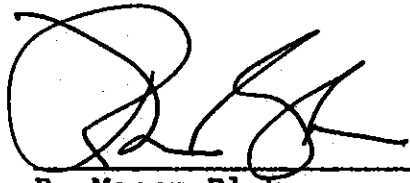
The Community Association and each member must accept as members the Owners of all Units or Unplatted Parcels in the Properties where the instrument hereafter annexing additional property to the jurisdiction of the Community Association provides that the Owners of Units or Unplatted Parcels in the property annexed to the Properties are intended to be members of the Community Association and that the Community Association is intended to have jurisdiction over them.

IN WITNESS WHEREOF, the undersigned Incorporator has caused these presents to be executed as of the 6th day of September, 1994.

WITNESSES

Betty A. Deese
(Print Name) BETTY A. DEESE

Marie A. Dodds
(Print Name) MARIE A. DODDS



R. Mason Blake

Address: 7380 Murrell Road
Suite 201
Viera, Florida 32940

STATE OF FLORIDA)
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me on the 6th day of September, 1994 by R. Mason Blake. Said person is known to me and did not take an oath.



Betty A. Deese
Signature of Person Taking
Acknowledgment
Print Name: _____
Title: Notary Public
Serial No. (if any) _____
Commission Expires: _____

F:\USR\ADP\TVC\20116.ART (7/08/94)

**CERTIFICATE DESIGNATING REGISTERED AGENT FOR
SERVICE OF PROCESS**

Pursuant to Chapters 48 and 617, Florida Statutes, the following is submitted in compliance with said Acts.

CENTRAL VIERA COMMUNITY ASSOCIATION, INC., desiring to organize as a corporation under the laws of the State of Florida, with its registered office at 7380 Murrell Road, Suite 201, Viera, Florida 32940, has named R. Mason Blake located at the above registered office, as its Registered Agent to accept service of process within this State.

ACCEPTANCE OF REGISTERED AGENT

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.



R. Mason Blake
Registered Agent

Date: September 6, 1994

FILED
94 SEP 14 AM 7:38
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

TO CENTRAL VIERA COUNTRY CLUB ASSOCIATION, INC.
ARTICLES OF INCORPORATION

THE PROPERTIES

A parcel of land lying in Section 9, Township 26 South, Range 36 East, Brevard County, Florida, being described as follows:

Commence at the southeast corner of said Section 9; thence N00°09'04"W, along the east line of said Section 9, a distance of 97.85 feet, to the southerly right-of-way line of Wickham Road and to a point of intersection with a non-tangent curve, concave southerly, having a radius of 1,834.86 feet and a central angle of 12°24'50"; thence westerly along the arc of said curve to the left, and along said southerly right-of-way line, a distance of 397.54 feet (said arc subtended by a chord which bears S83°20'31"W, a distance of 396.77 feet), to a Point of Tangency; thence S77°08'07"W, a distance of 429.33 feet, to a point of curve, concave northerly, having a radius of 1,984.86 feet and a central angle of 12°00'26"; thence westerly along the arc of the curve to the right, a distance of 415.96 feet, to a Point of Tangency; thence S89°08'33"W, 33.70 feet; thence N00°44'37"W, and along the westerly right-of-way line of Lake Andrew Drive, 946.48 feet, to the Point of Beginning of the herein described parcel of land; thence S88°05'07"W, 857.89 feet; thence N00°51'27"W, 371.72 feet to a point on a curve concave northwesterly having a radius of 911.09 feet; thence from a radial bearing of N14°30'38"W, run easterly along the arc of said curve 141.71 feet through a central angle of 08°54'42" to the point of tangency thereof; thence N66°34'40"E, 354.00 feet to the Point of Curvature of a curve concave to the southeast, having a radius of 1,208.50 feet; thence run easterly along the arc of said curve 386.34 feet through a central angle of 18°19'00" to the Point of Tangency thereof; thence N84°53'40"E, 23.39 feet to the said westerly right-of-way of Lake Andrew Drive; thence S00°44'37"E, along said westerly right-of-way of Lake Andrew Drive, 626.66 feet to the Point of Beginning.

Containing 10.23 acres, more or less.

and . . .

DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 9, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 9, THENCE N 00°09'04" W, ALONG THE EAST LINE OF SAID SECTION 9, A DISTANCE OF 97.85 FEET, TO THE SOUTHERLY RIGHT OF WAY LINE OF WICKHAM ROAD AND TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1834.86 FEET AND A CENTRAL ANGLE OF 12°24'50"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, AND ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 397.54 FEET (SAID ARC SUBTENDED BY A CHORD WHICH BEARS S 83°20'31" W, A DISTANCE OF 396.77 FEET), TO A POINT OF TANGENCY; THENCE S 77°08'07" W, A DISTANCE OF 429.33 FEET, TO A POINT OF CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1984.86 FEET AND A CENTRAL ANGLE OF 12°00'26"; THENCE WESTERLY ALONG THE ARC OF THE CURVE TO THE RIGHT, A DISTANCE OF 415.96 FEET, TO A POINT OF TANGENCY; THENCE S 89°08'33" W, 33.70 FEET; THENCE N 00°44'37" W, AND ALONG THE WESTERLY RIGHT OF WAY LINE OF LAKE ANDREW ROAD, 589.93 FEET, TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE S 88°05'07" W, 267.00 FEET; THENCE S 01°54'53" E, 235.04 FEET; THENCE S 89°08'33" W, 594.42 FEET; THENCE N 00°51'27" W, 580.65 FEET; THENCE N 88°05'07" E, 857.89 FEET, TO THE SAID WESTERLY RIGHT OF WAY LINE ; THENCE S 00°44'37" E, 356.55 FEET, TO THE POINT OF BEGINNING.

CONTAINING 10.14 ACRES, MORE OR LESS AND BEING SUBJECT TO A 15' WIDE EASEMENT OVER THE EAST 15 FEET OF THE NORTH 356.55 FEET THEREOF.