

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of ISLE OF VENICE NEIGHBORHOOD ASSOCIATION, INC., a Florida corporation, filed on July 13, 1994, as shown by the records of this office.

The document number of this corporation is N9400003449.

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Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the Thirteenth Day of July, 1994



CR2E022 (2-91)

[Handwritten signature]
Jim Smith
Secretary of State

EXHIBIT B

ARTICLES OF INCORPORATION

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of KINGS ISLE COMMUNITY ASSOCIATION, INC., a Florida corporation, filed on June 29, 1993, as shown by the records of this office.

The document number of this corporation is N93000002913.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Thirtieth day of June, 1993



CR2EO22 (2-91)

A handwritten signature in cursive script that reads "Jim Smith".

Jim Smith
Secretary of State

ARTICLES OF INCORPORATION

OF

FILED

KINGS ISLE COMMUNITY ASSOCIATION, INC.
(A CORPORATION NOT FOR PROFIT)

201 JUN 29 AM 8 00
CLERK OF STATE
TALLAHASSEE, FLORIDA

In compliance with the requirements on the Laws of the State of Florida, and for the purpose of forming a corporation not for profit, the undersigned does hereby acknowledge:

ARTICLE I
NAME OF CORPORATION

The name of the corporation is KINGS ISLE COMMUNITY ASSOCIATION, INC. ("Community Association"). 1753 St. Lucie West Blvd. Port St. Lucie, FL 34986

ARTICLE II
REGISTERED OFFICE - REGISTERED AGENT

The street address of the Registered Office of the Community Association is 700 N.W. 107th Avenue, Miami, Florida 33172. The name of the Registered Agent of the Community Association is Morris Watsky.

ARTICLE III
DEFINITIONS

The definitions contained in the Community Declaration of Restrictive Covenants ("Community Declaration") relating to the project known as Kings Isle, recorded, or to be recorded, in the Public Records of St. Lucie County, Florida, are incorporated herein by reference and made a part hereof.

ARTICLE IV
PURPOSE OF THE COMMUNITY ASSOCIATION

The Community Association is formed to: (a) provide for ownership, operation, maintenance and preservation of the Common Area, and improvements thereon; (b) provide Community Services; (c) perform the duties delegated to it in the Community Declaration; (d) administer the interests of the Community Association and its members, within the Properties; (e) promote the health, safety and welfare of the members of the Community Association.

ARTICLE V
NOT FOR PROFIT

The Community Association is a not for profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its members.

ARTICLE VI
POWERS OF THE COMMUNITY ASSOCIATION

The Community Association shall, subject to the limitations and reservations set forth in the Community Declaration, including, but not limited to, the Club Covenants, have all the powers, privileges and duties reasonably necessary to discharge its obligations, including, but not limited to, the following:

(a) To perform all the duties and obligations of the Community Association set forth in the Community Declaration and By-Laws, as herein provided.

(b) To enforce, by legal action or otherwise, the provisions of the Community Declaration and By-Laws and of all rules, regulations, covenants, restrictions and agreements governing or binding the Community Association and Properties.

(c) To fix, levy, collect and enforce payment, by any lawful means, of all charges or assessments pursuant to the terms of the Community Declaration, these Articles and By-Laws.

(d) To pay all expenses in connection with, and all office and other expenses incidental to, the conduct of the business of the Community Association, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of the Community Association and payments required pursuant to the Club Covenants.

(e) To acquire (by gift, purchase or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including the Common Area and/or Community Services) in connection with the functions of the Community Association.

(f) To borrow money, and to mortgage, pledge or hypothecate any or all of its real or personal property as security for money or debts incurred.

(g) To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of, the Properties to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines.

(h) To participate in mergers and consolidations with other non-profit corporations organized for the same purposes.

(i) To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing the Community Association, Properties, Common Area, Community Services, Homesites and Club Facilities as provided in the Club Covenants and to effectuate all of the purposes for which the Community Association is organized.

(j) To have and to exercise any and all powers, rights and privileges which a non-profit corporation, organized under the Laws of the State of Florida may now, or hereafter, have or exercise.

(k) To employ personnel and retain independent contractors to contract for management of the Community Association, Properties and Common Area, Community Services and Club Facilities as provided in the Club Covenants and to delegate in such contract all or any part of the powers and duties of the Community Association.

(l) To contract for services to be provided to, or for the benefit of, the Community Association, its members, Common Area, Community Services, and Properties and Club Facilities as provided in the Club Covenants such as, but not limited to, security services, maintenance, garbage pick-up and other utilities.

(m) To establish committees and delegate certain of its functions to those committees.

ARTICLE VII VOTING RIGHTS

The Community Association shall have two (2) classes of voting members:

CLASS A. The Owner of each Homesite shall be a Class A member. Each Class A member shall be entitled to one (1) vote for each Homesite owned. When more than one (1) person owns an interest in any Homesite, all persons shall be members. The vote associated with that Homesite shall be exercised as they determine, but in no event shall more than the one (1) vote be cast with respect to any Homesite.

Each Class A member shall also be a member of a Neighborhood Association. The Neighborhood Association shall represent the interests of its members in the Community Association. Each Neighborhood Association shall elect three (3) Class A Voting Member ("Neighborhood Voting Member") who shall cast as many votes as there are Homesites owned by Owners other than Declarant in the Neighborhood. Each Neighborhood Association shall elect its Neighborhood Voting Members in the same manner, and subject to the same terms as to duration of office, removal and qualifications, as it elects its own directors. Each Neighborhood Voting Member shall be a director of the Neighborhood Association.

Each Neighborhood Association shall give written notice to the Community Association of the persons elected or designated as its Neighborhood Voting Members, at or before the first meeting of the Community Association which the Neighborhood Voting Member is to attend. The Community Association and all other Neighborhood Voting Members (and their constituents) shall be entitled to rely on such notices as constituting the authorization of the Neighborhood Association (and its members) to the designated Neighborhood Voting Members to cast all votes of the Neighborhood Association (and its members) and to bind same in all Community Association matters until such notice is changed, superseded or revoked.

When reference is made in this Community Declaration, or in the Articles or By-Laws or other documents to a majority or specific percentage of Owners, such reference shall be deemed to be a reference to a majority or specific percentage of the vote of Owners represented by their respective Neighborhood Voting Members at a duly constituted meeting thereof (i.e., one for which proper notice has been given and at which a quorum exists) and not of the Owners themselves or their Homesites. To the extent lawful, the foregoing shall apply to, without limitation, the establishment of a quorum at any applicable meeting.

CLASS B. The Declarant is the Class B member. The Class B member shall be entitled to the total of: (a) one (1) vote; and (b) two (2) votes for each vote to which the Class A members are entitled to cast from time to time. The Class B membership shall cease on the happening of the earlier of the occurrence of one of the following events:

- (a) Six (6) months after the Community Completion Date.
- (b) Such earlier date as Declarant may determine.

ARTICLE VIII
BOARD OF DIRECTORS

The affairs of the Community Association shall be managed by a Board consisting of three (3) persons. Board members appointed by Declarant or elected by Class B members need not be members of the Community Association. Board members elected by Class A members must be members of the Community Association.

The election, or appointment, as the case may be, of Directors shall be held at the annual meeting. Directors shall be elected, or appointed, as the case may be, for a term expiring on the date of the next annual meeting.

The Directors named in these Articles shall serve until the next election of Directors. Any vacancies in the first Board shall be filled by the Declarant. The names and addresses of the members of the first Board who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

NAME	ADDRESS
Allen Morgan	1753 St. Lucie West Boulevard Port St. Lucie, Florida 34986
Marcia A. Sands	1753 St. Lucie West Boulevard Port St. Lucie, Florida 34986
Joan E. Costley	1753 St. Lucie West Boulevard Port St. Lucie, Florida 34986

ARTICLE IX
DISSOLUTION

In the event of the dissolution of the Community Association other than incident to a merger or consolidation, any member may petition the Circuit Court having jurisdiction of the Judicial Circuit of the State of Florida for the appointment of a receiver to manage its affairs of the dissolved Community Association and to manage the Common Area and Community Services, in the place and stead of the Community Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Community Association and its properties.

ARTICLE X
DURATION

The Community Association shall have perpetual existence.

ARTICLE XI
AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

1. Proposal. Amendments to these Articles may be proposed by a vote of the majority of the Board. Until the Project Completion Date, amendments may also be proposed by the Class B member. Thereafter, amendments may also be proposed by twenty-five percent (25%) of the members of each Class entitled to vote on the Amendment.
2. Call for Meeting. Upon the adoption of a resolution proposing an amendment, the Community Association shall thereupon call a special meeting of the class of membership(s) entitled to vote on the amendment, unless it is to be considered at an annual meeting. It shall be the duty of the Secretary to give each member written notice stating the purpose of the meeting, place, day and hour of the meeting, and setting forth the proposed amendment or a summary of the changes to be effected thereby. Notice shall be delivered not less than five (5) or more than sixty (60) days before the date of the meeting, either personally or by first class mail, addressed to the member at the address as it appears on the books of the Community Association.
3. Vote Necessary. In order for an amendment to become effective, it must be approved at a duly called meeting by an affirmative vote of: (i) until the sale of a Homesite in the Community to an Owner other than Declarant, by a majority of the Board; and (ii) thereafter, while Class B memberships exist, by a majority of the Class B members only; and (iii) thereafter, by sixty-six (66%) percent of the votes of both the Class A members and Board.
4. By Written Statement. Notwithstanding the provisions of 1 and 2 above, if an amendment may be adopted by the Board or members, if the required number of the Board or members eligible to vote sign a written statement manifesting their intention that an amendment

be adopted, then the amendment shall thereupon be adopted.

5. Filing. Articles of Amendment containing the approved amendment shall be executed by Community Association by its President or Vice President and attested by its Secretary or Assistant Secretary. The Articles of Amendment shall set forth:

- (a) The name of the corporation.
- (b) The amendment(s) so adopted.
- (c) The date of the adoption of the amendment.

Articles of Amendment shall be filed, together with the appropriate filing fees, within ten (10) days from approval with the office of the Secretary of State of Florida for approval.

6. Limitations.

A. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Community Declaration.

B. There shall be no amendment to these Articles which shall abridge, reduce, amend, effect or modify the rights of: (i) Declarant and/or Club Owner, including, without limitation, the right to designate and select the Directors as provided herein and the rights reserved, or granted, to Declarant and/or Club Owner in the Community Declaration, without the prior written consent thereto by Declarant and/or Club Owner, which may be granted or denied in its sole discretion; and (ii) any Mortgagee without the prior written consent of such Mortgagee; and (iii) the Club Owner, without the prior written consent of such Club Owner, which may be granted or denied, in its sole discretion.

ARTICLE XII INCORPORATOR

The name and address of the Incorporator of this corporation is:
Lennar Homes, Inc., 700 N.W. 107th Avenue, Miami, Florida 33172.

ARTICLE XIII OFFICERS

The Board shall elect a President, Secretary, Treasurer, and as many Vice-Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine.

The names and addresses of the Officers who shall serve until their successors are elected by the Board are as follows:

President: Allen Morgan
1753 St. Lucie West Boulevard
Port St. Lucie, Florida 34986

Vice President: Marcia A. Sands
1753 St. Lucie West Boulevard
Port St. Lucie, Florida 34986

Secretary/Treasurer: Joan E. Costley
1753 St. Lucie West Boulevard
Port St. Lucie, Florida 34986

ARTICLE XIV INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Community Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which

