

ARTICLES OF INCORPORATION

OF

ROOKERY BAY MAINTENANCE, INC.
A Corporation Not For Profit

The undersigned hereby forms a corporation not for profit under Chapter 617, Florida Statutes (1989), and certifies as follows:

ARTICLE I. NAME

The name of the corporation shall be "Rookery Bay Maintenance, Inc." For convenience the corporation shall herein be referred to as the "Association."

ARTICLE II. PURPOSE

2.1 Purpose: The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes (1989), hereinafter called the Condominium Act, for the operation of Edgewater Cove at Perico Bay Club Section V, a Condominium, located in Manatee County, Florida; and any additional component community if the Declaration for such designates this Association as the entity responsible for its operation.

2.2 Distribution of Income: The Association shall make no distribution of income to its members, directors, or officers.

ARTICLE III. POWERS

3.1 Common Law and Statutory Powers: The Association shall have all of the common law and statutory powers of a corporation not for profit, not in conflict with the terms of these Articles of Incorporation, the Condominium Act or the Declaration of Condominium for the Condominium operated by the Association.

3.2 Specific Powers: The Association shall have all of the powers and duties set forth in the Condominium Act and the Declaration, as amended from time to time, except as validly limited by these Articles of Incorporation and by the Declaration, in accordance with the Condominium Act, and all of the powers and duties reasonably necessary to operate the Condominium pursuant to such Declaration, as it may be amended from time to time, including but not limited to the following:

(a) To make and collect assessments and special charges against members as unit owners in accordance with the Declaration and Condominium Act.

(b) To use the proceeds of assessments and special charges in the exercise of its powers and duties in accordance with the Declaration.

(c) To maintain, repair, replace and operate the Condominium property which shall include the irrevocable right to access to each unit from time to time during reasonable hours as may be necessary for such maintenance, repair or replacement of any of the common elements therein, or accessible therein or thereon, or for making an emergency repair therein, that may be necessary to prevent damage to the common elements, or to another unit or units, and to maintain and repair units where authorized by the Declaration.

(d) To purchase insurance upon the Condominium property, including improvements within units, and insurance for

the protection of the Association and its members as unit owners.

(e) To reconstruct the improvements after casualty and to further improve the property, and to reconstruct improvements to units in accordance with the Declaration.

(f) To adopt and amend reasonable regulations respecting the use of the property in the Condominium.

(g) To approve or disapprove the transfer, mortgage, ownership and leasehold of units in the Condominium, as provided by the Declaration and the By-Laws of the Association.

(h) To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the By-Laws of the Association and the Regulations for the use of the property in the Condominium.

(i) To levy fines for violation of approved Condominium rules and regulations, or violations of the provisions of the Declaration, these Articles or the By-Laws, all as set forth in the By-Laws.

(j) To contract for the management of the Condominium and to delegate to such contractor such authority and duties as the Association deems appropriate, except as may be required by the Declaration of Condominium, the By-Laws or the Condominium Act to have the approval of the Directors or the membership of the Association.

(k) To employ personnel, or contract for services, for reasonable compensation to perform the services required for the proper administration and operation of the Condominium and the carrying out of the purposes of the Association.

(l) To pay taxes and assessments which are liens against any part of the Condominium, other than the individual units, unless the individual unit or units are owned by the Association, and the appurtenances thereto, and to assess the same against the unit and the owner of the unit which is subject to such liens.

(m) To purchase a unit or units in the Condominium in accordance with the provisions of the Declaration and to hold, lease, mortgage, improve and convey the same.

(n) To enter into agreements for construction of recreation facilities, or buildings, or master T.V. antenna systems, and other amenities or facilities for the benefit of the unit owners and to borrow money for the purpose of carrying out such construction and to mortgage, lease or otherwise provide security for the repayment of said funds.

(o) To amend the Declaration in accordance with the Condominium Act and the Declaration, and to add additional lands to the Condominium property.

(p) To enter into agreements with Perico Bay Club Association, Inc. providing for shared expense of items of management, administration and/or maintenance, including the right to collect any assessments or dues for the Perico Bay Club Association, Inc. and to become a member of such association. However, the Association is prohibited from joining or merging with any other condominium associations or other organizations for the purpose of sharing in the administration, management and/or maintenance of this Condominium property and other properties.

(q) To hold and cast the irrevocable proxies of the members of this Association or Component Community or Communities

operated by this Association as members of Perico Bay Club Association, Inc., in accordance with the Covenants, Articles and By-Laws of said Perico Bay Club Association, Inc., and to perform such other duties and functions as may be appropriate under the Master Declaration of Covenants, Conditions and Restrictions for Perico Bay Club, provided same are not validly limited by the Declarations, these Articles, the By-Laws or the Condominium Act.

(r) To arbitrate disputes, controversies and/or problems which may arise between the Association and the Developer of the Condominium, its successors and assigns. Where practicable, arbitration shall be implemented prior to initiation of any lawsuit or other legal action by the Association.

3.3 Assets Held in Trust: All funds and the title of all properties acquired by the Association and the proceeds thereof shall be held in trust for the members, in accordance with the provisions of the Declaration, these Articles of Incorporation and the By-Laws of the Association.

3.4 Limitation on Exercise of Powers: The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the laws of the State of Florida, the Declaration of Condominium, these Articles and the By-Laws of the Association.

ARTICLE IV. MEMBERS

4.1 Members: The members of the Association shall consist of all of the record owners of units in the Condominium operated hereby, and upon termination of the Condominium, those who are members at the time of such termination and their successors and assigns.

4.2 Change of Membership: Change of membership in the Association shall be established by the recording in the Public Records of Manatee County, Florida, of a deed or other instrument establishing a change of record title to a unit in the Condominium operated hereby and the delivery to the Association of a copy of such instrument, and approval of such transaction by the Association as required by the Declaration. The owner designated in such instrument shall thereupon become a member of the Association and the membership of the prior owner shall thereupon be terminated, as provided in the By-Laws.

4.3 Limitation on a Transfer of Shares of Assets: The share 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 member's unit.

4.4 Voting: The owner of each unit shall be entitled to one vote as a member of the Association, provided, however, there shall be no vote for any unit owned by the Association. The manner of exercising voting rights shall be determined by the By-Laws of the Association. Owners owning more than one unit shall be entitled to one vote for each unit owned.

ARTICLE V. DIRECTORS

5.1 Board of Directors: The affairs of the Association shall be managed by a Board of Directors consisting of an odd number of members determined from time to time in accordance with the By-Laws. In no event shall the Board of Directors consist of fewer than three (3) Directors. Directors shall be members of the Association except as otherwise provided.

5.2 Election of Directors: Directors of the Association shall be elected at the annual meeting of the

members, in the manner provided by the By-Laws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the By-Laws.

5.3 First Election of Directors: The first election of Directors shall occur when Unit owners other than the Developer own 15% or more of the units in the condominium operated by the Association. At such first election, held as provided by the Condominium Act, unit owners other than the Developer shall be entitled to elect one-third of the members of the Board of Directors. Subsequent elections shall be held pursuant to the requirements of the Condominium Act and as set forth in the By-Laws. Any vacancy occurring in the Board prior to the first election shall be filled by the remaining Directors.

5.4 First Board of Directors: The names and addresses of the initial Board of Directors, who have been selected by the Developer and who shall serve until their successors are elected and have qualified or until they resign or are removed, are as follows:

Mark Sochar
3653 Cortez Road West
Bradenton, Florida 34210

Pam Bull
3653 Cortez Road West
Bradenton, Florida 34210

Barbara Parta
3653 Cortez Road West
Bradenton, Florida 34210

The initial Directors designated by Developer herein, and any Directors subsequently designated or appointed or elected by Developer need not be members of the Association. All other Board members shall be members.

ARTICLE VI. OFFICERS

6.1 Officers: The affairs of the Association shall be administered by a President, Vice President, Secretary, Treasurer and such other officers as may from time to time be created by the Board of Directors as permitted by the By-Laws. Officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the Association and shall serve at the pleasure of the Board. Offices may be combined as provided in the By-Laws. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

Mark Sochar
3653 Cortez Road West
Bradenton, Florida 34210

President

Pam Bull
3653 Cortez Road West
Bradenton, Florida 34210

Vice President
& Treasurer

Barbara Parta
3653 Cortez Road West
Bradenton, Florida 34210

Secretary

VII. INDEMNIFICATION

7.1 Indemnification: Every director and every officer of the Association shall be indemnified by the Association

against all expenses and liabilities, including legal fees, reasonably incurred by, or imposed upon him in connection with any proceeding or the settlement of any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except when the Directors or officer is adjudged guilty of willful and wanton misfeasance or malfeasance in the performance of his duties: provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. 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.

7.2 Insurance: The Board of Directors of the Association may purchase liability insurance to insure all Directors, officers or agents, past and present, against all expenses and liabilities as set forth above. The premiums for such insurance shall be paid by the members of the Association as part of the common expenses.

ARTICLE VIII. BY-LAWS

8.1 By-Laws: The first By-Laws of the association shall be adopted by the Board of Directors, and may be altered, amended or rescinded by a majority of the Board, except as otherwise may be provided by the By-Laws and the Declaration of Condominium.

ARTICLE IX. AMENDMENTS

9.1 Amendments: Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner subject to any provisions contained in the Declaration and the Condominium Act:

(a) Notice of the subject matter or proposed Amendment shall be included in the notice of any meeting at which a proposed Amendment is considered.

(b) A Resolution for the adoption of a proposed Amendment may be proposed either by the Board of Directors or by the members of the Association. Except as elsewhere provided, such approval must be by not less than two-thirds of the entire membership of the Board of Directors and by members owning not less than 67% of the units in the Condominium; or by members owning not fewer than 75% of the units in the Condominium. Directors and members not present, in person or by proxy, at the meeting considering Amendment, may express their approval in writing, provided such approval is delivered to the Secretary prior to the commencement of the meeting.

9.2 Alternative: In the alternative an Amendment may be made by an Agreement signed and acknowledged by all of the record owners of the units in the manner required for execution of a deed.

9.3 Limitation on Amendments: No Amendments shall make any changes in the qualification for membership, nor the voting rights of members, nor any change in Section 3.3 of Article III herein without the approval in writing by all members and the joinder of all record owners of mortgages upon the Condominium. No Amendment shall be made which is in conflict with the Condominium Act of the State of Florida or the Declaration.

9.4 Certification: A copy of each Amendment shall be certified by the Secretary of state and recorded in the Public Records of Manatee County, Florida.

ARTICLE X. EXISTENCE

The term of the Association shall be perpetual.

ARTICLE XI. SUBSCRIBERS

The name and address of the subscriber of these Articles of Incorporation is as follows:

Rookery Bay Associates, a Florida General Partnership
3653 Cortez Road West
Bradenton, Florida 34210

ARTICLE XII. REGISTERED OFFICE AND AGENT

The Association shall have its Registered Office at 3653 Cortez Road West, Bradenton, Florida 34210, and hereby names Mark Sochar at that office as its Registered and Resident Agent. By execution hereof, the said Mark Sochar accepts designation as Registered and Resident Agent and agrees to comply with the laws of Florida relating to such office.

IN WITNESS WHEREOF, the subscriber has caused these Articles to be executed in its named this 17 day of April, 1990.

Rookery Bay Associates, a
Florida General Partnership

By: Rookery Bay Management
& Company, Inc.,
a Florida Corporation

By: [Signature]
President

ACCEPTANCE BY REGISTERED AGENT

The undersigned, Mark Sochar, hereby accepts designation as Registered Agent and Resident Agent of the foregoing corporation.

Dated this 17 day of April, 1990.

[Signature]
Mark Sochar

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 17th day of April, 1990, by Mark Sochar, individually, and as President of Rookery Bay Management & Company, Inc., a Florida corporation, general partner of Rookery Bay Associates, a Florida General Partnership, on behalf of the partnership.

Notary Public My Commission Expires October 23, 1992
[Signature]