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TERRENCE F. LENICK, P.A.
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NEW FILINGS

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- ☐ Domestication
- ☐ Other

AMENDMENTS

- ☐ Amendment
- ☐ Resignation of R.A., Officer/Director
- ☐ Change of Registered Agent
- ☐ Dissolution/Withdrawal
- ☐ Merger

OTHER FILINGS

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- ☐ Fictitious Name

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REGISTRATION/QUALIFICATION

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V. SHEPARD SEP 13 2001

Examiner's Initials

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ARTICLES OF AMENDMENT

to

ARTICLES OF INCORPORATION

of

JUBILATION COMMUNITY ASSOCIATION, INC.

CORPORATION NUMBER N00000006954

Pursuant to the provisions of section 617.1006, Florida Statutes and in accordance with Article 10.1 and 10.2.1 of the original Articles of Incorporation, the undersigned Florida non-profit corporation adopts the following Articles of Amendment to its original Articles of Incorporation.

FIRST: AMENDMENTS.

The Articles which are amended are attached and incorporated hereto as if fully set forth herein. The deletions of the language in the original Articles of Incorporation are shown as strike-outs. See attachment 1. New language or numbers which are added as amendments are shown in the attached Articles as underlined. The following paragraphs have language or numbers which have been strickened and/or added as so indicated in the attached Articles:

Table of contents pages by strike-outs

paragraph 2.3	paragraph 5.4
paragraph 2.4	paragraph 10.2.1

SECOND: METHOD OF ADOPTION.

In accordance with Article 10.1 and 10.2.1, Harvest for Humanity Inc., was shown as the original Declarant. However prior to the platting of the Jubilation Subdivision, that is the creation of the Jubilation Subdivision plat, Harvest for Humanity Inc. conveyed the entire properties to the Jubilation Development Corporation, a non-profit Florida corporation. The Jubilation Development Corporation then platted the land, declared the covenants applicable to the plat and declared the rights and duties of the Jubilation Community Association, Inc., with relation to the plat and the Declarations to the plat. The purpose of these amendments is to promulgate amendments to the Articles so as to cause both the Articles and the Declarations to conform.

Attachment 2 is the entire Articles of Incorporation with Amendments contained therein but without the strike-outs as shown in attachment 1.

In accordance with Article 10.1 which permits the Declarant to amend these Articles and 10.2.1 which permits the owners of two-thirds (2/3) of all parcels entitled to vote to consent to these amendments with the approval of the majority of the Jubilation Board and with the consent of Harvest for Humanity, Inc., (the original Declarant), the following entities have signed this agreement:

1. Harvest for Humanity, Inc.;
2. Jubilation Development Corporation (the owner of all of the properties);
3. Jubilation Community Association, Inc. (Board having unanimously approved the amendment).

There are no Members or members entitled to vote on this amendments and the amendments were adopted by the Board of Directors of the Corporation.

THIRD: DATE OF ADOPTION.

The date of adoption of the amendments was July 30, 2001.

HARVEST FOR HUMANITY, INC.
Richard J. Nogaj, President

JUBILATION DEVELOPMENT CORPORATION
Richard J. Nogaj, President

JUBILATION COMMUNITY ASSOCIATION, INC.
Richard J. Nogaj, President

Attachment 1

Jubilation Community Association, Inc.

Articles of Incorporation

(The paragraphs, numbers and Table of Contents which were struck and amended)

JUBILATION COMMUNITY ASSOCIATION, INC.

ARTICLES OF INCORPORATION

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ARTICLES OF INCORPORATION

of

JUBILATION COMMUNITY ASSOCIATION, INC.
(a Florida corporation not for profit)

1. **NAME.** The name of this corporation shall be JUBILATION COMMUNITY ASSOCIATION, INC.

2. **DEFINITIONS.**

   2.1. All terms which are defined in the JUBILATION COMMUNITY ASSOCIATION, INC. Covenants ("Covenants") shall be used herein with the same meaning as defined in said Covenants.

   2.2. "Association" as used herein shall mean the Jubilation Community Association, Inc., a Florida corporation not for profit, the corporation formed by these Articles, its successors and assigns.

   2.3. "Declarant" shall mean and refer to ~~Harvest for Humanity, Inc., a Florida Corporation~~ Jubilation Development Corporation, a non-profit Florida Corporation presently having its principal place of business in Collier County, Florida, its successors and assigns of any or all of its rights under the Covenants as specified by Declarant.

   2.4 "Parcel" shall mean a platted or unplatted lot, tract, unit, or other subdivision of real property with a community, as described in the Community's Declaration and as further defined by Section 617.301, F.S.(2000), as may be amended from time to time.

   ~~1.81~~ 2.4.1 **Lot** shall mean and refer to a subdivided parcel of land as shown on the Jubilation Plat. The use intended is for single family dwellings.

   ~~1.82~~ 2.4.2 **Tract** shall mean and refer to a tract as shown on the Jubilation Plat.

~~1.8.3~~ 2.4.3 **Common Area** shall mean and refer to Tracts B, C, E, ~~F~~, I and K as shown on the Jubilation Plat and such other areas as the Declarant may add in the future.

3. **PURPOSES.** The purposes for which this Association is organized are to promote the recreation, health, safety, aesthetic enjoyment and social welfare of the owners and occupants of Jubilation, a subdivision to be recorded in Lee County, Florida (the "Subdivision"), and to operate and maintain and own the common areas in accordance with and pursuant to the Covenants, or any Amendment thereto, and to fulfill its obligations in accordance with and pursuant to the Covenants. The Association is not a condominium association under Chapter 718, Florida Statutes.

4. **GENERAL POWERS.** The general powers that the Association shall have are as follows:

4.1. All of the common law and statutory powers of a Florida corporation not for profit, except as herein entitled.

4.2. All of the powers reasonably necessary to implement its purposes including those set forth herein.

4.3. To do all of the acts required to be performed by it in accordance with the Covenants.

4.4. To hold funds solely and exclusively for the benefit of the Owners for purposes set forth in these Articles.

4.5. To promulgate and enforce By-Laws, rules, regulations, and agreements to effectuate the purposes for which the Association is organized and to make, establish, and enforce the rules and regulations governing the use of the Common Areas, easements, and other real or personal property owned by the corporation as is consistent with the Covenants.

4.6. To delegate power or powers where such is deemed in the interest of the Association.

4.7. To purchase, lease, hold, sell, mortgage, or otherwise acquire or dispose of real or personal property, except to the extent restricted hereby; to enter into, make, perform, or carry out contracts of every kind with any person, firm, corporation, association, or other entity; to do any and all of the activities and pursue any and all of the objects and purposes set forth in these Articles and not forbidden by the Laws of the State of Florida.

5.2. **Qualifications.** Except for those Directors appointed by Declarant, all Directors must be Members of the Association

5.3. **Elections.** Elections of Directors shall be by majority vote but must be elected or appointed in accordance with the Bylaws and Covenants.

5.4. **Appointed and Elected Directors.** The subscribers to the Article of Incorporation and the record owners of each parcel shall be members of the Jubilation Community Association, Inc. and no other persons or entities shall be entitled to membership. Membership shall be established by acquisition of ownership of fee title to, or fee interest in a parcel whether by conveyance, devise, judicial decree or otherwise, subject to the provisions of these Covenants and by the recordation in the Public Records, of the deed or other instrument establishing the acquisition by the delivery to the Jubilation Community Association of a true copy of the recorded deed or other instrument, and thereupon the membership of the prior owner to the parcel shall be terminated. There shall be two classes of membership.

1. **Class A** shall mean and refer to the class of membership which includes all Owners of the parcels with the exception of the Declarant, ~~Harvest for Humanity.~~ Jubilation Development Corporation.

2. **Class B** shall mean and refer to the class of membership which includes the developer/Declarant, ~~Harvest for Humanity~~ Jubilation Development Corporation and the subscribers.

~~The Class B member shall be entitled to elect the Board of Directors of the Jubilation Community Association until three months after ninety percent(90%)of the lots are sold and after ninety percent (90%) of the multifamily units are sold in Tract A. These parcels shall be conveyed to members other than the developer. 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. For purposes of determining the ninety percent (90%) in its entirety, this means the sale of ninety-five(95) parcel units as previously described.~~

~~The developer is entitled to elect at least one member of the Board of Directors of the Community Association as long as the developer holds for sale in the ordinary course of business at least five(5) lots as depicted on the plat or five(5) multifamily units as depicted on Tract A. This is five(5%) of the parcels in all phases held for sale in the ordinary course of business. After the developer relinquishes control of the community 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 community association or selecting the majority of the member of the Board of Directors.~~

To the exclusion of all Class A members, the Class B members shall be entitled to exercise their vote to elect the Board of Directors of the Jubilation Community Association or for any other purpose until three months after both (1) ninety percent(90%)of the lots are sold and (2) ninety percent (90%) of the multifamily units are sold (Tract A). Three months after the occurrence of both of these events shall mean that the Class A members may exercise their right to vote based upon the number of parcels which they own. Parcels shall be deemed to be sold when they are conveyed to "members other than the developer". "Members other than the developer" shall mean those owners who intend to use the lots or multifamily units for their principal use as a single family dwelling or a multi-family dwelling unit and therefore, shall not include builders, contractors, or others who purchase a parcel for the purpose of constructing improvements thereon for a resale. The ninety percent (90%) needed to preclude the Class B member from their entitlement to exclusively vote as described herein shall mean the sale of both (1) forty-five(45) lots of the forty-nine(49) platted lots and (2) fifty-one(51) multifamily units of the fifty-six(56) multifamily lots to "members other than the developer", provided that fifty-six(56) multifamily units are platted or constructed. The number of multifamily units needed would be proportionately reduced should a lesser number of multifamily units be platted or constructed.

The above conditions notwithstanding, the developer is entitled to elect at least one member of the Board of Directors of the Community Association as long as the developer holds for sale in the ordinary course of business at least five(5) lots as depicted on the plat or five(5) multifamily units as depicted on Tract A. This is five(5%) of the parcels in all phases held for sale in the ordinary course of business. After the developer relinquishes control of the community 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 community association or selecting the majority of the members of the Board of Directors.

All Directors appointed by the Developer except one shall submit their resignations with such resignations to be effective at the time of the election of their successors. All Directors, except the one chosen by the Declarant to remain, shall be elected by a majority vote of the Parcel Owners of the Association at a meeting called for that purpose.

In no event can a Director appointed by Declarant be removed, except by

10.2.1 Until the Turnover Date, these Covenants may be amended by the consent of the Owners of two-third (2/3) of all parcels entitled to vote together with the approval or ratification of a majority of the Jubilation Board, and together with the consent of ~~Harvest for Humanity~~ Jubilation Development Corporation, a non-profit Florida Corporation.

10.2.2 After the Turnover Date, these Covenants may be amended by the consent of the Owners of two-thirds (2/3) of all parcels entitled to vote with the approval or ratification of a majority of the Jubilation Board in the following manner:

10.2.2.1. The Board, by majority vote, shall adopt a resolution setting forth the proposed amendment and direct that it be submitted to a vote of the Owners at a meeting, special, regular or annual, of the Members of the Association;

10.2.2.2 Notice of the subject matter of the proposed amendment shall be included in the notice to Owners of any meeting of the Owners at which such proposed amendment is to be considered;

10.2.2.3. Such proposed amendment must be submitted to and approved by the Owners at a meeting of the Membership. Approval by the Members must be by a two-thirds (2/3) vote the votes of all Owners entitled to vote thereon.

10.2.2.4. Any number of amendments may be submitted to the Owners and voted upon at one meeting.

10.2.2.5. Notwithstanding the foregoing, an amendment to these Articles may be made by a written statement signed by all Owners and Directors eligible to vote.

10.3. 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 Covenants.

10.4. A copy of each amendment shall be certified by the Secretary of State of the State of Florida.

10.5. Notwithstanding the foregoing provisions of this Article 10, there shall be no amendment to these Articles which:

Attachment 2

Jubilation Community Association, Inc.

Articles of Incorporation

(As amended without strike-outs)

JUBILATION COMMUNITY ASSOCIATION, INC.

ARTICLES OF INCORPORATION

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ARTICLES OF INCORPORATION

of

JUBILATION COMMUNITY ASSOCIATION, INC.
(a Florida corporation not for profit)

1. **NAME.** The name of this corporation shall be JUBILATION COMMUNITY ASSOCIATION, INC.

2. **DEFINITIONS.**

   2.1. All terms which are defined in the JUBILATION COMMUNITY ASSOCIATION, INC. Covenants ("Covenants") shall be used herein with the same meaning as defined in said Covenants.

   2.2. "Association" as used herein shall mean the Jubilation Community Association, Inc., a Florida corporation not for profit, the corporation formed by these Articles, its successors and assigns.

   2.3. "Declarant" shall mean and refer to Jubilation Development Corporation, a non-profit Florida Corporation presently having its principal place of business in Collier County, Florida, its successors and assigns of any or all of its rights under the Covenants as specified by Declarant.

   2.4 "Parcel" shall mean a platted or unplatted lot, tract, unit, or other subdivision of real property with a community, as described in the Community's Declaration and as further defined by Section 617.301, F.S.(2000), as may be amended from time to time.

      2.4.1 **Lot** shall mean and refer to a subdivided parcel of land as shown on the Jubilation Plat. The use intended is for single family dwellings.

      2.4.2 **Tract** shall mean and refer to a tract as shown on the Jubilation Plat.

2.4.3 **Common Area** shall mean and refer to Tracts B, C, E, I and K as shown on the Jubilation Plat and such other areas as the Declarant may add in the future.

3. **PURPOSES.** The purposes for which this Association is organized are to promote the recreation, health, safety, aesthetic enjoyment and social welfare of the owners and occupants of Jubilation, a subdivision to be recorded in Lee County, Florida (the "Subdivision"), and to operate and maintain and own the common areas in accordance with and pursuant to the Covenants, or any Amendment thereto, and to fulfill its obligations in accordance with and pursuant to the Covenants. The Association is not a condominium association under Chapter 718, Florida Statutes.

4. **GENERAL POWERS.** The general powers that the Association shall have are as follows:

4.1. All of the common law and statutory powers of a Florida corporation not for profit, except as herein entitled.

4.2. All of the powers reasonably necessary to implement its purposes including those set forth herein.

4.3. To do all of the acts required to be performed by it in accordance with the Covenants.

4.4. To hold funds solely and exclusively for the benefit of the Owners for purposes set forth in these Articles.

4.5. To promulgate and enforce By-Laws, rules, regulations, and agreements to effectuate the purposes for which the Association is organized and to make, establish, and enforce the rules and regulations governing the use of the Common Areas, easements, and other real or personal property owned by the corporation as is consistent with the Covenants.

4.6. To delegate power or powers where such is deemed in the interest of the Association.

4.7. To purchase, lease, hold, sell, mortgage, or otherwise acquire or dispose of real or personal property, except to the extent restricted hereby; to enter into, make, perform, or carry out contracts of every kind with any person, firm, corporation, association, or other entity; to do any and all of the activities and pursue any and all of the objects and purposes set forth in these Articles and not forbidden by the Laws of the State of Florida.

4.8. To make, levy, and collect assessments for the purpose of obtaining funds

from Owners to pay for the operational expenses of this Association ("Operating Expenses"), and costs of collection, and to use and expend the proceeds of assessments in the exercise of its powers and duties hereunder.

4.9. To charge recipients for services rendered by the Association and users for use of Association property when such is deemed appropriate by the Board.

4.10. To pay taxes and other charges, if any, on or against property owned, leased, licensed, or accepted by the Association.

4.11. To maintain, repair, replace, and operate the Common Areas, including, but not limited to, any Common Area to be maintained in a natural state, utilized for recreation purposes or utilized for drainage purposes, in accordance with those governmental regulations which are applicable, the Covenants, and any Amendments thereto.

4.12. To enforce by legal means the obligations of the Members of this Association, the provisions of the Covenants and the provisions of any Supplement.

4.13. To contract for professional management (the "Manager"), which may be an individual, corporation, partnership, or other entity and to delegate to such Manager certain powers and duties of this Association.

4.14. To contract for the maintenance, security, administration, and other functions to be carried out by the Association.

4.15. To contract with governmental or quasi-governmental entities and with other owner associations regarding maintenance and administration.

4.16. Notwithstanding anything contained herein to the contrary, this Association shall not have the power to, and shall not engage in or carry on propaganda or otherwise attempt to influence legislation, or participate or intervene, directly or indirectly in any political campaign or otherwise engage in or carry on any political action including the publishing or distribution of statements, nor shall Owners perform any such activities in the name of the Association.

5. BOARD OF DIRECTORS.

5.1. **Authority.** The affairs of the Association shall be managed by a Board of Directors ("Board") consisting of three people. The number of Directors may be increased by the By-Laws of this Association, but shall never be less than three Directors.

5.2. **Qualifications.** Except for those Directors appointed by Declarant, all

Directors must be Members of the Association

5.3. **Elections.** Elections of Directors shall be by majority vote but must be elected or appointed in accordance with the Bylaws and Covenants.

5.4. **Appointed and Elected Directors.** The subscribers to the Article of Incorporation and the record owners of each parcel shall be members of the Jubilation Community Association, Inc. and no other persons or entities shall be entitled to membership. Membership shall be established by acquisition of ownership of fee title to, or fee interest in a parcel whether by conveyance, devise, judicial decree or otherwise, subject to the provisions of these Covenants and by the recordation in the Public Records, of the deed or other instrument establishing the acquisition by the delivery to the Jubilation Community Association of a true copy of the recorded deed or other instrument, and thereupon the membership of the prior owner to the parcel shall be terminated. There shall be two classes of membership.

1. **Class A** shall mean and refer to the class of membership which includes all Owners of the parcels with the exception of the Declarant, Jubilation Development Corporation.

2. **Class B** shall mean and refer to the class of membership which includes the developer/Declarant, Jubilation Development Corporation and the subscribers.

To the exclusion of all Class A members, the Class B members shall be entitled to exercise their vote to elect the Board of Directors of the Jubilation Community Association or for any other purpose until three months after both (1) ninety percent(90%)of the lots are sold and (2) ninety percent (90%) of the multifamily units are sold (Tract A). Three months after the occurrence of both of these events shall mean that the Class A members may exercise their right to vote based upon the number of parcels which they own. Parcels shall be deemed to be sold when they are conveyed to "members other than the developer". "Members other than the developer" shall mean those owners who intend to use the lots or multifamily units for their principal use as a single family dwelling or a multi-family dwelling unit and therefore, shall not include builders, contractors, or others who purchase a parcel for the purpose of constructing improvements thereon for a resale. The ninety percent (90%) needed to preclude the Class B member from their entitlement to exclusively vote as described herein shall mean the sale of both (1) forty-five(45) lots of the forty-nine(49) platted lots and (2) fifty-one(51) multifamily units of the fifty-six(56) multifamily lots to "members other than the developer", provided that fifty-six(56) multifamily units are platted or constructed. The number of multifamily units needed would be proportionately reduced should a lesser number of multifamily units be platted or constructed.

The above conditions notwithstanding, the developer is entitled to elect at least one member of the Board of Directors of the Community Association as long as the developer holds for sale in the ordinary course of business at least five(5) lots as depicted on the plat or five(5) multifamily units as depicted on Tract A. This is five(5%) of the parcels in all phases held for sale in the ordinary course of business. After the developer relinquishes control of the community 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 community association or selecting the majority of the members of the Board of Directors.

All Directors appointed by the Developer except one shall submit their resignations with such resignations to be effective at the time of the election of their successors. All Directors, except the one chosen by the Declarant to remain, shall be elected by a majority vote of the Parcel Owners of the Association at a meeting called for that purpose.

In no event can a Director appointed by Declarant be removed, except by action of Declarant. Any Director appointed by Declarant shall serve at the pleasure of Declarant, and may be removed from office, and a successor Director may be appointed at any time by Declarant.

5.5. **<u>First Board.</u>** The names and addresses of the Members of the first Board who shall hold office until their successors are elected or appointed and have qualified are as follows:

1. Richard Nogaj, 2234 Eaton Lake Court, Lehigh Acres, Florida 33971

2. Florence Nogaj, 223 Eaton Lake Court, Lehigh Acres, Florida 33971

3. Elizabeth DeLarosa, 1308 Jefferson Avenue, Immokalee, Florida 34142

5.6. **<u>Term of Office.</u>**

5.6.1. The Directors shall serve terms of office as follows:

(a) Richard Nogaj shall serve until the third annual meeting after the recording of the Plat;

(b) Florence Nogaj and Elizabeth DeLarosa shall serve until the

second annual meeting after the recording of the Plat.

5.6.2. Thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time and the term of the Directors so elected and appointed at each annual meeting shall be for two years expiring on the second annual meeting following the annual meeting at which they were elected, and thereafter until their successors are duly elected and qualified or until removed from office with or without cause by the affirmative vote of a majority of the Owners which elected or appointed them.

5.6.3. A majority of the Directors shall constitute a quorum at any meeting of the Board of Directors. Except as herein otherwise specified, the decision of a majority of the Directors present at a meeting at which a quorum is present shall be sufficient to authorize any action on behalf of the Association. Each Director shall be entitled to one vote on every matter presented to the Board of Directors.

5.6.4. Any meeting of the Members or of the Board of Directors of the Association may be held within or without the State of Florida.

6. MEMBERS.

6.1. Assessments and installments thereof not paid when due shall bear interest at the maximum rate allowed by law from the date when due until paid and shall result in the suspension of voting privileges during any period of such nonpayment.

6.2. The qualification of Owners, the manner of their admission to membership, the termination of such membership, and voting by Owners shall be as follows:

6.2.1. The subscribers to the Article of Incorporation and the record owners of each parcel shall be members of the Jubilation Community Association, and no other persons or entities shall be entitled to membership. Membership shall be established by acquisition of ownership of fee title to, or fee interest in a parcel whether by conveyance, devise, judicial decree or otherwise, subject to the provisions of these Covenants and by the recordation in the Public Records, of the deed or other instrument establishing

the acquisition by the delivery to the Jubilation Community Association of a true copy of the recorded deed or other instrument, and thereupon the membership of the prior owner to the parcel shall be terminated. There shall be two classes of membership in accordance with the Declaration of Covenants.

6.2.2 Voting rights for each of the members shall be in accordance with the Declaration of Covenants.

6.2.3. Each and every Owner shall be entitled to the benefits of Membership in the Association and shall be bound to abide by the provisions of the Covenants.

6.2.4. The foregoing is not intended to include persons or entities that hold any interest merely as security for the performance of an obligation.

7. <u>OFFICERS.</u>

7.1. The Officers of the Association shall be a President, a Vice-President, a Secretary, and a Treasurer, and such other Officers as the Board may from time to time deem necessary. Any two or more offices may be held by the same person except that the offices of President and Secretary may not be held by the same person. Officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure of the Board of Directors.

7.2. The names of the Officers who are to manage the affairs of the Association until their successors are duly elected and qualified are:

Richard Nogaj	President
Florence Nogaj	Vice President/Treasurer
Elizabeth DeLarosa	Secretary

8. <u>CORPORATE EXISTENCE.</u> The Corporation shall have perpetual existence.

9. **BY-LAWS.** The Board shall, from time to time, adopt, alter, amend, or rescind By-Laws not inconsistent with these Articles and the Covenants. However, the provisions of these Articles shall prevail in any conflict between the provisions of these Articles and the provisions of the By-Laws.

10. **AMENDMENT TO ARTICLES OF INCORPORATION.**

10.1. In addition to any other right of amendment or modification provided for in these Articles, in which case those provisions shall apply, the Declarant of the subdivision, may, in its sole discretion, by an instrument filed or recorded, enlarge, amend, waive, or add to these Articles, conditions, restrictions, and other provisions of these Articles.

10.2 Except as set forth in Section 10.1 above, the process of amending or modifying these Articles shall be as follows:

10.2.1 Until the Turnover Date, these Covenants may be amended by the consent of the Owners of two-third (2/3) of all parcels entitled to vote together with the approval or ratification of a majority of the Jubilation Board, and together with the consent of Jubilation Development Corporation, a non-profit Florida Corporation.

10.2.2 After the Turnover Date, these Covenants may be amended by the consent of the Owners of two-thirds (2/3) of all parcels entitled to vote with the approval or ratification of a majority of the Jubilation Board in the following manner:

10.2.2.1. The Board, by majority vote, shall adopt a resolution setting forth the proposed amendment and direct that it be submitted to a vote of the Owners at a meeting, special, regular or annual, of the Members of the Association;

10.2.2.2 Notice of the subject matter of the proposed amendment shall be included in the notice to Owners of any meeting of the Owners at which such proposed amendment is to be considered;

10.2.2.3. Such proposed amendment must be submitted to and approved by the Owners at a meeting of the Membership.

Approval by the Members must be by a two-thirds (2/3) vote the votes of all Owners entitled to vote thereon.

10.2.2.4. Any number of amendments may be submitted to the Owners and voted upon at one meeting.

10.2.2.5. Notwithstanding the foregoing, an amendment to these Articles may be made by a written statement signed by all Owners and Directors eligible to vote.

10.3. 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 Covenants.

10.4. A copy of each amendment shall be certified by the Secretary of State of the State of Florida.

10.5. Notwithstanding the foregoing provisions of this Article 10, there shall be no amendment to these Articles which:

10.5.1. shall abridge, amend, or alter the rights of Declarant, including the right to designate and select the Directors as provided in Article 5 hereof, or the provisions of this Article 10, without prior written consent therefore by Declarant, nor shall any amendment to these Articles,

10.5.2. make any changes in the qualifications for membership or the voting rights of the Owners, or make any change that would terminate the Association without approval in writing of the Owners affected.

11. **SUBSCRIBERS.** The names and addresses of the subscribers are as follows:

1. Richard Nojag 2234 Eaton Lake Court, Lehigh Acres, Florida 33971
2. Florence Nojag, 2234 Eaton Lake Court, Lehigh Acres, Florida 33971
3. Elizabeth DeLarosa, 1308 Jefferson Avenue, Immokalee, Florida 341442

12. INDEMNIFICATION OF OFFICERS AND DIRECTORS.

Every Director and every Officer of the Association (and the Directors and/or Officers as a group) shall be indemnified by the Association against all expenses and liabilities, including counsel fees, at all trial and appellate levels, reasonably incurred by or imposed upon such person or persons in connection with any claim, proceeding, litigation, or settlement in which they may become involved by reason of being or having been a Director or Officer of the Association. The foregoing provisions for indemnification shall apply whether or not such person is a Director or Officer at the time such expenses are incurred. Notwithstanding the above, in instances where a Director of Officer admits or is adjudged guilty by a court of competent jurisdiction of will ful misfeasance or malfeasance in the performance of such person's duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all right of indemnification to which a Director or Officer may be entitled, whether by statute or common law. No amendment to this Article which reduces or restricts the indemnity created herein may be adopted without the prior consent of each and every Officer and Director, whether current or former, affected by such amendment.

13. TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED.

13.1. No contract or transaction between the Association and one or more of its Directors or Officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or Officers are directors or officers or have a financial interest, shall be invalid, void, or voidable solely for this reason, or solely because the Director or Officer is present at or participates in the meeting of the Board or a committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No Director of Officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

13.2. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board or of a committee which authorized the contract or transaction.

14. DISSOLUTION OF THE ASSOCIATION.

14.1. Upon dissolution of the Association, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner and order:

14.1.1. Real property contributed to the Association without the

receipt of other than nominal consideration by Declarant, or its successor in interest, shall be returned to Declarant, whether or not an Owner at the time of such dissolution, unless Declarant refuses to accept the conveyance, in whole or in part;

14.1.2. Dedication to applicable municipal or other governmental authority of such property, whether real, personal, or mixed, as determined by the Board to be appropriate for dedication and which the authority is willing to accept, and;

14.1.3. The remaining assets shall be distributed among the Owners, as tenants in common, with each Owner's proportionate share of the assets determined in accordance with his proportionate share of the voting rights.

14.2. The Association may be dissolved upon a resolution to that effect being approved by all of the following: **(a)** two-third (2/3rds) of the Directors of the Board; **(b)** two-thirds (2/3rds) of the Owners; **(c)** the issuance thereafter of a decree of dissolution by a Circuit Judge as provided by Florida Statutes, as amended.

15. **GENDER.** Wherever the male pronoun is used herein, it shall be understood to be the female pronoun if the context or sex of the party referred to so requires.

16. **CONFLICT OF DOCUMENTS.** In the event of any conflict between the provisions of these Articles and the provisions of the Covenants, the provisions of the Covenants shall prevail.

17. **DESIGNATION OF REGISTERED AGENT.** Terrence F. Lenick, Esquire is hereby designated as the Corporation's Registered Agent for service of process within the State of Florida, at 11660 Night Heron Drive, Naples, Florida 34119. The principal business address shall be 1312 West New Market Road, Immokalee, Forida 34142.

IN WITNESS WHEREOF, the undersigned subscribers have executed these Articles of Incorporation, this _____ day of _____, 2001.

_____
RICHARD J. NOGAJ

_____
FLORENCE NOGAJ

_____
ELIZABETH DELAROSA

STATE OF FLORIDA
COUNTY OF LEE

The foregoing Articles of Incorporation were acknowledged before me this _____ day of _____, 2001, by Richard Nogaj, Florence Nogaj, and Elizabeth DeLarosa. They are personally known to me or have produced _____ as identification, and have/have not taken an oath.

MY COMMISSION EXPIRES:

_____
NOTARY PUBLIC'S SIGNATURE

_____
NOTARY PUBLIC'S PRINTED NAME