

State of Florida

Department of State

I certify from the records of this office that MAHOGANY RUN ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on May 1, 1987.

The document number of this corporation is N20434.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on March 22, 2016, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fourteenth day of July, 2016*



Ken Detzner
Secretary of State

Tracking Number: CU0808849039

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

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N20434

ARTICLES OF INCORPORATION
OF
MAHOGANY RUN ASSOCIATION, INC.

FILED
1997 MAY -1 PM 12:47
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

(A Florida Corporation Not For Profit)

In order to form a corporation not for profit under and in accordance with Chapter 617 of the Florida Statutes, the undersigned hereby incorporates this corporation not for profit for the purposes and with the powers hereinafter set forth and to that end these Articles of Incorporation set forth the following:

ARTICLE I

DEFINITIONS

The following words and phrases when used in these Articles shall have the following meanings:

1.1 ASSOCIATION means the Mahogany Run Association, Inc., a Florida Corporation Not For Profit.

1.2 ASSOCIATION EXPENSES means the expenses for which the Owners are or may be liable to the Association in accordance with the method of allocation thereof described in the Declaration, and includes the following:

- A) Common Area Expenses which means and includes expenses incurred or to be incurred by the Association with regard to ownership, operation, administration, maintenance and repair of the Common Areas, as described in the Declaration, or any part thereof; and
- B) Golf Cottage Expenses which means and includes expenses incurred by the Association with regard to the operation, administration, maintenance and repair of Golf Cottage lots under the provisions of the Declaration and which are designated in the Declaration as being an expense obligation of the Association.

1.3 ARTICLES means these Articles of Incorporation of the Association.

1.4 BOARD means the Board of Directors of the Association.

1.5 BYLAWS means the Bylaws of the Association.

1.6 MAHOGANY RUN means the residential Golf Cottages community planned as a stage in the development of Wyndemere, which is to be developed upon the Land and all improvements now or hereafter located thereon and includes the Land and all improvements on any Land submitted to the provisions of the Declaration.

1.7 COMMON AREAS means the portions of the land not included within individual lots, all as more particularly described in the Declaration.

1.8 COUNTY means Collier County, Florida.

1.9 DECLARATION means the Declaration of Covenants, Restrictions and Easements for Mahogany Run to be recorded amongst the Public Records of the County, and any amendments, supplements or modifications thereto.

1.10 DEVELOPER means Coco Development, Inc. and Wyndemere Farms Development, Inc.

1.11 DOCUMENTS means in the aggregate the Master Declaration, the Articles of Incorporation and Bylaws of the Master Association, Declaration,

these Articles, the Bylaws, all Supplements to the Declaration, any Rules and Regulations of the Association and all of the instruments and documents referred to or incorporated therein or attached thereto as same may be amended from time to time.

1.12 GOLF COTTAGE means a detached, single family residential unit located on a lot within Mahogany Run.

1.13 GOLF COTTAGE BUILDING means a residential building constructed upon the Land.

1.14 INSTITUTIONAL MORTGAGEE means any lending institution or real estate investment trust having a first mortgage lien upon a Lot or Golf Cottage and includes any insurance company doing business in Florida and approved by the Commissioner of Insurance of the State of Florida; a Federal or State Savings and Loan Association, Building and Loan Association or bank doing business in the State of Florida and approved by the office of the Comptroller, Division of Banking of the State of Florida; a mortgage banking company licensed in the State of Florida; and "Secondary Mortgage Market Institution" which includes the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation and such other secondary mortgage market institution as the Board shall hereafter approve in writing; and any mortgagee which has loaned money to Developer secured by a mortgage encumbering any portion of the Land.

1.15 LAND means the real property more particularly described in Exhibit A to the Declaration.

1.16 MASTER ASSOCIATION means Wyndemere Homeowners Association, Inc., a Florida Not For Profit Corporation, its successors and assigns.

1.17 MASTER DECLARATION means the Declaration of Covenants, Conditions and Restrictions of Wyndemere recorded April 30, 1981, at Official Records Book 918, page 1080, et. seq. of the Public Records of the County and any amendments, supplements and modifications thereto.

1.18 MEMBER means a member of the Association.

1.19 OWNER means the owner or owners of the fee title to a Mahogany Bend Lot or Golf Cottage.

1.20 SINGLE FAMILY OCCUPANCY means occupancy by a family unit consisting of not more than five adults members.

1.21 SUPPLEMENT means a Supplement to the Declaration recorded by Developer submitting all or a portion of additional land to the terms and provisions of the Declaration and containing a land use plan for such portion of the Land.

1.22 WYNDEMERE means a multi-staged, residential golf course community planned and being developed upon the real property described in the Master Declaration. Such real property includes various geographical areas constituting stages in the developer of Wyndemere.

ARTICLE II

NAME

The name of this corporation shall be MAHOGANY RUN ASSOCIATION, INC. (Association). The present address of the Association is 700 Wyndemere Way, Naples, Florida 33999.

ARTICLE III

PLAN FOR DEVELOPMENT AND PURPOSE OF ASSOCIATION

3.1 Developer, as the owner of Mahogany Run plans to enter into and record the Declaration which provides a plan for development of Mahogany Run as a multi-staged, planned residential community. The Declaration shall provide for various land use covenants and restrictions relative to the Land and that the Association shall own, operate, administer, manage, repair and maintain portions of Mahogany Run from time to time.

3.2 The Association is formed, therefore, to own, operate, administer, manage, repair and maintain portions of Mahogany Run in accordance with the Documents and to assess, collect and pay all Association Expenses necessary to perform its purpose.

ARTICLE IV

POWER

In furtherance of the foregoing purposes, the Association shall have the following powers:

4.1 The Association shall have all of the common law and statutory powers of a Florida Corporation Not For Profit.

4.2 The Association shall have all of the powers to be granted to the Association in the Declaration.

4.3 The Association shall have all of the powers reasonably necessary to implement the purposes of the Association in accordance with the Documents including, but not limited to the following powers:

- 4.3.1 To make, establish, amend and enforce reasonable rules and regulations governing Mahogany Run.
- 4.3.2 To make, levy, collect and enforce assessments against Owners to provide funds to pay for the expenses of the Association and the administration, management, operation, repair and maintenance of Mahogany Run and to use and expend the proceeds of such assessments in the exercise of the powers and duties of the Association.
- 4.3.3 To administer, manage, operate, repair and maintain Mahogany Run and to maintain, repair and replace the improvements and personal property therein in accordance with the Declaration.
- 4.3.4 To construct and reconstruct improvements located within Mahogany Run in the event of casualty or other loss in accordance with the Declaration.
- 4.3.5 To enforce by legal means the provisions of the Declaration and other Documents.
- 4.3.6 To employ personnel, retain independent contractors and professional personnel and enter into any supply, service, management or other agreements and contracts consistent with the purposes of the Association to provide for administration, management and operation of the Association.
- 4.3.7 To receive title to and own the Common Areas pursuant to the Declaration.

ARTICLE V

MEMBERS

The qualification of Members, the manner of their admission to membership in the Association, the manner of the termination of such membership and the manner of voting by Members shall be as follows:

5.1 Until such time as the first deed of conveyance from Developer to an Owner ("First Conveyance"), the membership of this Association shall be comprised solely of Developer.

5.2 Upon the first conveyance, each and every Owner, including Developer as to lots within Mahogany Run owned by Developer, shall be Members and exercise all of the rights and privileges of Members.

5.3 Membership in the Association for Owners other than Developer shall be established by the acquisition of ownership of fee title to a Golf Cottage as evidenced by the recording of an instrument of conveyance amongst the Public Records of the County. Developer shall be the member for all lots owned by it. Where title to a Golf Cottage is acquired by conveyance from a party other than Developer by means of sale, gift, inheritance, devise, judicial decree or otherwise, the person, persons or entity thereby acquiring such Golf Cottage shall not be a Member unless or until such Owner shall deliver a copy of a deed or other instrument of acquisition of title to the Association.

5.4 No member may assign, hypothecate or transfer in any manner his membership in the Association except as an appurtenance to his Golf Cottage.

5.5 Any Member of the Association who conveys or loses title to a Golf Cottage by sale, gift, bequest, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, no longer be a Member of the Association with respect to such Golf Cottage and shall lose all rights and privileges of a Member of the Association resulting from ownership of such Golf Cottage.

5.6 If there is more than one Member with respect to a Golf Cottage as a result of the fee interest in such Golf Cottage being held by more than one person, such Members collectively shall be entitled to only one (1) vote. The vote of the Owners of a Golf Cottage owned by more than one natural person or by a corporation or other legal entity shall be cast by the person named in a certificate signed by all of the Owners of the Golf Cottage or, if appropriate, by properly designated officers, partners or principals of the respective legal entity, and filed with the Secretary of the Association, and such certificate is not filed with the Secretary of the Association, the vote of such Golf Cottage shall not be considered.

5.7 Notwithstanding the provisions of paragraph 5.6 hereof, whenever any Golf Cottage is owned by a husband and wife they may, but shall not be required to, execute a certificate designating a voting Member. In the event a certificate designating a voting Member is not filed by the husband and wife, the following provisions shall govern their right to vote:

5.7.1 Where both are present at a meeting, each shall be regarded as the agent and proxy of the other for purposes of casting the vote for each Golf Cottage owned by them. In the event they are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at the meeting.

5.7.2 Where only one (1) spouse is present at a meeting, the spouse present may cast the Golf Cottage vote without establishing the concurrence of the other spouse, absent any prior written notice to the contrary to the Association by the other spouse. In the event of prior written notice to the contrary to the Association by the other spouse, the vote of said Golf Cottage shall not be considered.

5.7.3 Where neither spouse is present, the person designated in a proxy signed by either spouse may cast the Golf Cottage vote, absent and prior written notice to the contrary to the Association by the other spouse or the designation of a different proxy by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a different proxy by the other spouse, the vote of said Golf Cottage shall not be considered.

5.8 In the event that certain members' properties have concerns which do not apply to the members as a whole, the Developer may divide membership in the Association into classes so that only the members of the class may vote upon matters peculiar to that class.

5.9 With respect to voting, the following provisions will prevail:

5.9.1 Either the membership as a whole shall vote or the Class Members shall vote, which determination shall be made in accordance with Subparagraphs 5.9.2 and 5.9.3 immediately below. In any event, however, each Golf Cottage shall be entitled to only one (1) vote, which vote shall be exercised and cast in accordance with the Documents.

5.9.2 In matters that require a vote, voting shall take place as follows:

A) Matters substantially pertaining to a particular class of members, if such class is established by the Developer, shall be voted upon only by the Class Members and the result of the voting shall be determined by majority vote of the Class Members at any meeting having a proper quorum (as determined in accordance with the Bylaws).

5.9.2 B) Matters substantially pertaining to the Association or to Mahogany Run as a whole shall be voted on by the membership as a whole and the result of the voting shall be determined by majority vote, unless otherwise specified in the Declaration, of the membership as a whole in attendance at any meeting having a quorum (as determined in accordance with the Bylaws).

5.9.3 Any decision as to whether a matter substantially pertains to a particular class for purpose of Class Member voting or to the Association as a whole for membership voting shall be determined solely by the Board, but any matter material to the Common Areas or the Declaration as it relates to all Owners cannot be allocated by the Board to other than the full membership.

5.9.4 Notwithstanding the provisions of Paragraph 5.9.2 hereof, the Members and the Class Members are prohibited from taking any action prior to the notice of the "Turnover Event" (as defined in Paragraph 2.7 of the Declaration) which would increase the Developer's obligation under the "Guaranteed Assessment" (as defined in Article IX of the Declaration) unless Developer shall consent, in writing, thereto.

5.9.5 The membership shall be entitled to elect the Board as provided in Article X of these Articles.

ARTICLE VI

TERM

The term for which this Association is to exist shall be perpetual.

ARTICLE VII

INCORPORATOR

The name and address of the Incorporator to these Articles is as follows:

<u>NAME</u>	<u>ADDRESS</u>
MICHAEL HESSEL	700 Wyndemere Way Naples, Florida 33999

ARTICLE VIII

OFFICERS

8.1 The affairs of the Association shall be managed by a President, one or several Vice Presidents, a Secretary and a Treasurer, and, if elected by the Board, an Assistant Secretary, an Assistant Treasurer and such other officers and assistant officers designated by the Board, which officers shall be subject to the directions of the Board.

8.2 The Board shall elect the President, a Vice President, a Secretary, and a Treasurer and as many other Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine appropriate. Such officers shall be elected annually by the Board at the first meeting of the Board following the "Annual Meeting" (as described in Section 3.2 of the Bylaws); provided, however, such officers may be removed by the Board and other persons may be elected by the Board as such officers in the manner provided in the Bylaws. The President shall be a Director of the Association, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary be held by the same person.

ARTICLE IX

FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President:	MICHAEL HESSEL
Secretary:	JANET CLARK
Treasurer:	V. J. VIGGIANI

ARTICLE X

BOARD OF DIRECTORS

10.1 The number of Directors on the first Board ("First Board") shall be three (3). The number of Directors elected by the "Purchaser Members" (as hereinafter defined) at and subsequent to the Turnover Event shall be five (5).

10.2 The names and addresses of the persons who are to serve as Directors on the First Board are as follows:

<u>NAME</u>	<u>ADDRESS</u>
MICHAEL HESSEL	700 Wyndemere Way Naples, Florida 33999
JANET CLARK	700 Wyndemere Way Naples, Florida 33999
A. J. VIGGIANI	700 Wyndemere Way Naples, Florida 33999

Developer shall have the right to remove, appoint, designate and elect all of the Directors to serve on the First Board until the Turnover Event. The First Board shall serve until the Turnover Event or until removed or replaced by Developer in accordance with the Bylaws.

10.3 Upon the occurrence of the Turnover Event, the Owners other than the Developer ("Purchaser Members") shall be entitled to elect two (2) members of the Board, and Developer shall continue to appoint one (1) Director until such time as Developer either:

- (1) No longer owns any lots or other real property within Mahogany Run; or
- (ii) Elects to relinquish his right to appoint such Director ("Developer's Resignation Event"). Upon the Developer's Resignation Event, the Directors elected by Purchaser Members shall elect a successor Director to fill the vacancy caused by the resignation or removal of Developer's designated Director. This successor Director shall serve until the next Annual Members' Meeting and until his successor is elected and qualified.

10.4 At each Annual Members' Meeting held subsequent to the year in which the Developer's Resignation Event occurs, all of the Directors shall be elected by the Members.

10.5 The resignation of a Director who has been designated by Developer and the resignation of an officer of the Association who has been elected by the First Board shall remise, release, acquit, satisfy and forever discharge such officer or Director of and from any and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Association or Purchaser Members had, now have or which any personal representative, successor, heir or assign of the Association or Purchaser Members hereafter can, shall or may have against said officer or Director for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of such resignation, except for such Director's or officer's willful misconduct or gross negligence.

ARTICLE XI

BYLAWS

The Bylaws of the Association shall be adopted by the First Board, and thereafter may be altered, amended or rescinded by a vote passed by both: (i) a majority of the Members present at an Annual Members' Meeting or any special meeting of the Members at which a quorum is present; and (ii) a majority of the Board present at a meeting of the Board at which a quorum is present.

ARTICLE XII

INDEMNIFICATION

Each and every Director and officer of the Association shall be indemnified by the Association against all costs, expenses and liabilities, including counsel fees at all trial and appellate levels, reasonably incurred by or imposed upon him in connection with any proceeding, litigation or settlement in which he becomes involved by reason of his being or having been a Director or officer of the Association, and the foregoing provision for indemnification shall apply whether or not such a person is a Director or officer at the time such cost, expense or liability is incurred. In the event a Director or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification provisions of this Article XII shall not apply. The foregoing right of indemnification provided in this Article XII shall be in addition to and not exclusive of any and all right of indemnification to which a Director or officer of the Association may be entitled under statute or common law.

ARTICLE XIII

AMENDMENT

13.1 Prior to the First Conveyance (as defined in Paragraph 5.1 hereof), these Articles may be amended by an instrument in writing signed by Developer and filed in the Office of the Secretary of State of the State of Florida.

13.2 After the First Conveyance, these Articles may be amended by any of the following methods:

13.2.1 The Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the Annual Members' Meeting or a special meeting. Any number of amendments may be submitted to the Members and voted upon by them at one meeting.

13.2.2 Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member within the time and in the manner provided in the Bylaws for the giving of notice of meetings of Members ("Required Notice"); and

13.2.3 At such meeting, a vote of the Members shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of all Members entitled to vote thereon unless any Class Members is entitled to vote thereon as a Class, in which event the proposed amendment shall be adopted upon receiving both the affirmative vote of a majority of the votes of Members of each Class entitled to vote thereon as a Class and the affirmative vote of a majority of the votes of all Members entitled to vote thereon.

13.2.4 An amendment may be adopted by a written statement signed by all Directors and all Members setting forth their intention that an amendment to the Articles be adopted.

13.3 Notwithstanding any provision of this Article XIII to the contrary, these Articles shall not be amended in any manner which shall abridge, amend or alter the rights of an Institutional Mortgagee or the right of Developer to designate and elect Directors as provided in Article X hereof without the prior written consent to such amendment by such Institutional Mortgagee or Developer, as the case may be.

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13.4 Notwithstanding any provision of this Article XIII to the contrary, these Articles shall not be amended in any manner which shall amend, modify or affect any provisions, terms, conditions, rights and obligations set forth in the Declaration nor which amend, modify or affect Paragraphs 13.3 or 13.4.

13.5 Any instrument amending the Articles shall identify the particular Article or Articles being amended and give the exact language of such amendment. A certified copy of each such amendment shall be attached to any certified copy of these Articles, and a copy of each amendment certified by the Secretary of State of the State of Florida shall be recorded amongst the Public Records of the County, or in lieu thereof, Restated Articles of Incorporation may be adopted which restate and integrate these Articles as amended and a copy thereof, certified by the Secretary of State of the State of Florida, shall be recorded amongst the Public Records of the County.

ARTICLE XIV

REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 700 Wyndemere Way, Naples, Florida 33999 and the initial registered agent of the Association at that address shall be MICHAEL HESSEL.

ARTICLE XV

ANNUAL MEETING SEGMENT

At any regularly scheduled Annual Members' Meeting or any Special Meeting called for such purpose, the Members may conduct an "Annual Meeting Segment" (as defined in the Bylaws of the Master Association) of the Master Association and may elect any Governors to the Board of Governors of the Master Association that the class of the Master Association comprised of the Members of this Association is then entitled to elect or to conduct such other business of the Master Association that may be transacted at such Annual Meeting Segment. At any portion of the meeting devoted to conducting the Annual Meeting Segment of the Master Association, the presiding officer shall be the Governor of the Master Association representing the Members of this Association, if any, or, in the event there is no such Governor, by the President of the Association or such other Member as he may delegate.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature on the date set forth below.

Date: 4-30-87

Michael Hessel
MICHAEL HESSEL

STATE OF FLORIDA

COUNTY OF COLLIER

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared MICHAEL HESSEL, to me known to be the person described as Incorporator in and who executed the foregoing Articles of

Incorporation, and he acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid, this 30 day of APRIL 1987.

Thomas E. Maloney

Notary Public
My Commission Expires:

ACCEPTANCE OF REGISTERED AGENT

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES NOV. 21, 1987
TALLAHASSEE, FLORIDA

The undersigned hereby accepts the designation of Registered Agent of Mahogany Run Association, Inc., as set forth in Article XIV of these Articles of Incorporation.

Michael Hessel

MICHAEL HESSEL

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