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FLORIDA NON-PROFIT CORPORATION

Royal Griffin Estates Homeowners Association, Inc.

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ARTICLES OF INCORPORATION

OF

ROYAL GRIFFIN ESTATES HOMEOWNERS ASSOCIATION, INC.
(A Florida Corporation Not-For-Profit)

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In order to form a corporation not for profit under and in accordance with Chapter 617 of the Florida Statutes, I, the undersigned, hereby incorporate this corporation not-for-profit for the purposes and with the powers hereinafter set forth and to that end, I do, by these Articles of Incorporation, certify as follows:

ARTICLE I
DEFINITIONS

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

1. "Articles" means these Articles of Incorporation of the Association and any amendments hereto.
2. "Assessments" means any and all assessments which are levied by the Association in accordance with the provisions of the Protective Covenants or any other Royal Griffin Estates Documents.
3. "Association" means Royal Griffin Estates Homeowners Association, Inc., a Florida not-for-profit corporation.
4. "Board" means the Board of Directors of the Association.
5. "Bylaws" means the Bylaws of the Association and any amendments thereto.
6. "County" means Broward County, Florida.
7. "Declarant" means Royal Griffin Estates, L.L.C., a Florida limited liability company, as more particularly described in the Protective Covenants.
8. "Director" means a member of the Board.
9. "Dwelling Unit" means any residential dwelling unit intended as an abode for one family constructed on the Subject Property.

10. "Lot" means a portion of Royal Griffin Estates upon which a single Dwelling Unit is permitted to be constructed.

11. "Member(s)" means any person or entity holding membership in the Association as provided herein.

12. "Owner" means the owner of the fee simple title to a Lot and includes Declarant for so long as Declarant is the owner of the fee simple title to any Lot, but does not include those having such interest as security for the performance of an obligation.

13. "Protective Covenants" means the Declaration of Protective Covenants, Restrictions and Easements for Royal Griffin Estates recorded or to be recorded among the public records of the County, and any and all amendments thereto.

14. "Royal Griffin Estates" means the planned residential community which is the subject of the Protective Covenants.

15. "Royal Griffin Estates Documents" means, in the aggregate, the Protective Covenants, these Articles, the Bylaws and all of the instruments and documents referred to herein and therein.

16. "Subject Property" means that certain or those certain parcel(s) of real property more particularly described as such in the Protective Covenants.

ARTICLE II
NAME

The name of this Association shall be ROYAL GRIFFIN ESTATES HOMEOWNERS ASSOCIATION, INC., whose principal address and mailing address is 9240 S.W. 72nd Street, Suite 216, Miami, Florida 33173.

ARTICLE III
PURPOSE OF THE ASSOCIATION

The purpose for which the Association is organized is to own, operate, administer, maintain and repair certain portions of the Subject Property in accordance with the terms, provisions and conditions contained in the Protective Covenants; to enforce the provisions of the Protective Covenants; and to collect and disburse Assessments as contemplated by the Royal Griffin Estates Documents.

ARTICLE IV
POWERS

The powers of the Association shall include and be governed by the following provisions:

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A. The Association shall have all of the common law and statutory powers of a corporation not-for-profit and of a homeowners' association which are not in conflict with the terms of the Royal Griffin Estates Documents.

B. The Association shall have all of the powers granted to the Association in the Royal Griffin Estates Documents. All provisions of the Protective Covenants and Bylaws which grant powers to the Association are incorporated into these Articles.

C. The Association shall have all of the powers reasonably necessary to implement its purposes including, but not limited to, the following:

1. to make reasonable rules and regulations governing the use of the Subject Property;

2. to make, levy and collect "Annual Assessments," "Special Assessments" and "Remedial Maintenance Fees" (as such terms are defined in the Protective Covenants) and/or any other Assessments for the purpose of obtaining funds from the Members to pay for the expenses or charges as contemplated by the Royal Griffin Estates Documents including, but not limited to, the operational and administrative expenses of the Association and the costs of collection; and to use and expend the proceeds of Assessments in the exercise of its powers and duties hereunder;

3. to own, operate, maintain, administer and repair portions of the Subject Property in accordance with the Royal Griffin Estates Documents;

4. to enforce by legal means the obligations of the Members of the Association and the provisions of the Royal Griffin Estates Documents;

5. to deal with other corporations and associations or the representatives thereof on matters of mutual interest;

6. to employ personnel, retain independent contractors and contract for professional personnel required for the management and operation of the Association's duties and enter into any other agreements consistent with the purposes of the Association;

7. to perform any act required or contemplated by the Royal Griffin Estates Documents; and

8. to administer and carry out the obligations of the Association as set forth in the Protective Covenants.

ARTICLE V
MEMBERS

The qualification of the Members, the manner of their admission to membership in the Association ("Membership"), the termination of such Membership and voting by the Members shall

be as follows:

A. The Membership of the Association shall be comprised of the Owners.

B. Membership of Owners other than Declarant shall be established as follows:

1. Every person or entity who is a record Owner of a Lot shall become a Member effective upon the date of recording among the public records of the County of a deed or other instrument of conveyance establishing the record fee simple title of the Owner and the delivery to the Association of a true copy of such instrument.

2. Change of Membership in the Association shall be established by the recording amongst the public records of the County of a deed or other instrument of conveyance establishing the record fee simple title of the new Owner and the delivery to the Association of a true copy of such instrument. Thereupon, the Membership and all rights arising therefrom of the prior Owner shall be terminated.

C. Each and every Member shall be entitled to the benefits of Membership, and shall be bound to abide by the provisions of the Royal Griffin Estates Documents.

D. Each Member shall be entitled to one (1) vote for each Lot owned within the Subject Property. In the event that there is more than one (1) Owner or a legal entity Owner of fee simple interest of record of a Lot ("Co-Owners"), the vote to which such Lot is entitled shall be exercised, if at all, as a unit. The Co-Owners shall name a voting representative ("Voting Representative") in a certificate signed by all Co-Owners of such Lot or, if appropriate, signed by properly designated officers, partners or principals of the legal entity owning the Lot ("Certificate"), and shall file such Certificate with the Secretary of the Association and such Certificate shall be valid until revoked by a subsequent Certificate. In the event the Certificate is not properly filed or if such designation is revoked by the filing of a statement with the Secretary of the Association by any Co-Owner which evidences such intent, the vote associated with the Lot shall not be considered until such time as a new Certificate is properly filed with the Secretary of the Association pursuant to this Paragraph. Notwithstanding the foregoing, all Co-Owners shall be Members and may attend any meeting of the Association. Further, and notwithstanding the foregoing, in the event a legal entity owns a Lot, then such legal entity may forego executing a Certificate to designate a Voting Representative and instead the person named on any "Proxy" (as defined in the Bylaws) properly executed on behalf of such legal entity shall be deemed to be the Voting Representative for that Lot.

E. Notwithstanding the provisions of Paragraph D above, whenever any Lot is solely owned by any two (2) individual persons they may, but shall not be required to, designate a Voting Representative. In the event a Certificate designating a Voting Representative is not filed by such Co-Owners, the following provisions shall govern their right to vote:

1. Where both Co-Owners are present at a meeting, each shall be regarded as the agent and proxy for the other for purposes of casting the vote for each Lot 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 that meeting.

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

3. Where neither Co-Owner is present, the person designated in a Proxy signed by either Co-Owner may cast the Lot vote, absent any prior written notice to the contrary to the Association by the other Co-Owner or the designation of a different Proxy holder by the other Co-Owner. In the event of prior written notice to the contrary to the Association or the designation of a different Proxy holder by the other Co-Owner, the vote of said Lot shall not be considered.

ARTICLE VI
TERM

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

ARTICLE VII
INCORPORATOR

The name and street address of the incorporator of the Association are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Antonio Sarmiento	9240 S.W. 72 nd Street, Suite 216 Miami, Florida 33173

ARTICLE VIII
OFFICERS

A. The affairs of the Association shall be managed by the President of the Association, assisted by one (1) or several Vice Presidents, the Secretary and the Treasurer, and, if any, by the Assistant Secretary and Assistant Treasurer, subject to the directions of the Board.

B. The Board shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine. Such officers shall be elected annually by the Board at the first meeting of the Board following the "Annual Members' Meeting" (as defined in the Bylaws); provided, however, such officers may be removed by such Board and other persons may be elected by the Board as such officers. The President shall be elected from amongst the membership of the Board, but no other officer need be a Director. The same person may hold two (2) offices, the duties of which are not

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incompatible; provided, however, the offices of President and a Vice President shall not be held by the same person, nor shall the offices of President and Secretary or Assistant 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	--	Antonio Sarmiento
Vice President	--	Antonio Pou
Secretary	--	Juan Carlos Uribarri
Treasurer	--	Juan Carlos Uribarri

**ARTICLE X
BOARD OF DIRECTORS**

A. There shall be three (3) members on the first Board ("First Board"), the "Initial Elected Board" (as hereinafter defined) and all Boards elected prior to the Annual Members' Meeting following the "Turnover Date" (as hereinafter defined), who are to serve until the "First Elected Board" as described herein. The Directors may, by a majority vote, determine to increase the size of the Board.

B. The names and street addresses of the persons who are to serve as the First Board are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Antonio Sarmiento	9240 S.W. 72 nd Street, Suite 216 Miami, Florida 33173
Juan Carlos Uribarri	9240 S.W. 72 nd Street, Suite 216 Miami, Florida 33173
Antonio Pou	9240 S.W. 72 nd Street, Suite 216 Miami, Florida 33173

C. The First Board shall be the Board of the Association until the "Initial Election Meeting" (as hereinafter defined). Declarant shall have the right to appoint, designate and elect all of the Directors of the First Board. Declarant has the right to substitute Directors on the First Board and to appoint replacements in the event a vacancy is created on the First Board.

Within three (3) months of the conveyance by Declarant to Owners other than

Declarant of ninety percent (90%) of the total number of Lots permitted to be constructed as part of Royal Griffin Estates ("Total Lots"), as evidenced by the recording of instruments of conveyance of such Lots among the public records of the County, or earlier in Declarant's sole discretion ("Turnover Date"), the Members other than Declarant shall be entitled to elect a majority of the Board ("Initial Elected Board"), which election shall take place at a meeting of the Members ("Initial Election Meeting"). Declarant shall designate the remaining Director(s) on the Board at the Initial Election Meeting. The Directors to be so elected by the Members other than Declarant and the remaining Director(s) to be designated by Declarant shall succeed the First Board upon their election and qualification. Subject to the provisions of Paragraph D below, the Initial Elected Board shall serve until the next Annual Members' Meeting, whereupon the Directors shall be designated and elected in the same manner as the Initial Elected Board. The Directors shall continue to be so designated and elected at each subsequent Annual Members' Meeting until such time as the Members other than Declarant are entitled to elect all of the Directors on the Board. Until that time, Declarant reserves the right to designate successor Directors to fill any vacancies caused by the resignation or removal of Directors designated by Declarant pursuant to this Paragraph C.

The term "conveyance" as used in this Paragraph C shall mean the sale of a Lot to a purchaser who is not designated as a successor declarant and the recording of an instrument of conveyance to such purchaser among the public records of the County.

A Director (other than a Declarant-appointed Director) may be removed from office upon the affirmative vote of a majority of Members, for any reason deemed to be in the best interests of the Members. A meeting of the Members to so remove a Director (other than a Declarant-appointed Director) shall be held upon the written request of ten percent (10%) of the Members.

D. Within three (3) months of the date when Declarant no longer holds at least five percent (5%) of the Total Lots for sale in the ordinary course of business, or earlier, in Declarant's sole discretion (the "Resignation Date"), Declarant shall cause its remaining Director(s) to resign from the Board and the Member-elected Directors shall elect a successor Director(s) to fill the vacancy(ies) caused thereby. Thereafter, at the Annual Members' Meeting in the month of March of each year, the Members shall designate Directors by a plurality vote ("First Elected Board"). The term of each Director's service shall extend until the next Annual Members' Meeting and until his successor is duly elected and qualified, or until he is removed in the manner hereinafter provided.

E. The resignation of a Director who has been designated, appointed or elected by Declarant, or the resignation of an officer of the Association who was elected by the First Board, shall remise, release, quit, and forever discharge such Director or officer of and from any and all manner of actions(s), cause(s) of action, suits, debts, dues, bonds, bills, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, at law or in equity, which the Association or Members had, now have, or will have; or which any personal representative, successor, heir or assign of the Association or Members hereafter may have against such Director or officer by reason of his having been a Director or officer of the Association.

F. The Board shall control the operation of the Association and shall possess all of the powers of the Association. All decisions of the Board shall be by a majority vote of the Directors present at a meeting of the Board and each Director shall be entitled to one (1) vote.

ARTICLE XI INDEMNIFICATION

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' and paralegals' fees at all trial and appellate levels, reasonably incurred by or imposed upon him in connection with the proceeding, litigation or settlement 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 and/or liabilities are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which such a Director or officer may be entitled by common or statutory law.

ARTICLE XII BYLAWS

Bylaws of the Association shall be adopted by the First Board and thereafter may be altered, amended or rescinded by the affirmative vote of a majority of the Board.

ARTICLE XIII AMENDMENTS

A. These Articles may be amended in the following manner:

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 the Members, which may be either the Annual Members' Meeting or a special meeting;

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"). If the meeting is an Annual Members' Meeting, the proposed amendment or such summary may be included in the notice of such Annual Members' Meeting; and

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 fifty-one percent (51%) of the total voting interests of the Association present in person or by Proxy. Any

number of amendments may be submitted to the Members and voted upon by them at one (1) meeting; or

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.

B. No amendment may be made to the Articles which shall in any manner reduce, amend, affect or modify the provisions and obligations set forth in the Protective Covenants.

C. A copy of each amendment shall be certified by the Secretary of State of the State of Florida. If such amendment is made after recordation of the Protective Covenants, such amendment shall not be effective until filed with the Secretary of State of the State of Florida and recorded among the public records of the County as an amendment to the Protective Covenants.

D. Notwithstanding the foregoing provisions of this Article XIII, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of Declarant, including the right to designate and select Directors of the First Board and the Initial Elected Board as provided in Article X hereof, or the rights of an "Institutional Mortgagee" (as defined in the Protective Covenants) without the prior written consent thereto by Declarant or the Institutional Mortgagee, as the case may be.

ARTICLE XIV
RESTATEMENT OF ARTICLES

A. All provisions contained within these Articles plus any amendments hereto may at any time be integrated into a single instrument as "Restated Articles" and adopted by the Board. Such Restated Articles shall be specifically designated as such and shall state, either in the heading or in the introductory paragraph, the Association's name and, if it has been changed, the name under which it was originally incorporated and the date of filing of the original Articles in the Office of the Secretary of State of the State of Florida. Such Restated Articles shall also state that they were duly adopted by the Board and that such Restated Articles only restate and integrate and do not further amend the provisions of the Articles as theretofore amended, and that any amendments included therein were adopted pursuant to Article XIII hereof and that there is no discrepancy between the Articles as theretofore amended and provisions of the Restated Articles other than the inclusion of the properly adopted amendments.

B. Upon the filing of Restated Articles with the Secretary of State of the State of Florida, the original Articles, as theretofore amended, shall be superseded, and thenceforth the Restated Articles shall be the Articles of Incorporation of the Association.

C. Amendments may be made simultaneously with restatement of the Articles if made in compliance with the requirements of Article XIII. In such event, the Amended and Restated Articles of Incorporation shall be specifically designated as such.

