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**FLORIDA NON-PROFIT CORPORATION**

**BILTMORE GROVE HOA, INC.**

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**ARTICLES OF INCORPORATION  
OF  
BILTMORE GROVE HOA, INC.**

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The undersigned incorporator, desiring to form a corporation not for profit under Chapter 617, Florida Statutes, as amended, hereby adopts the following Articles of Incorporation:

**ARTICLE 1.**

**NAME; PRINCIPAL OFFICE OF ASSOCIATION**

The name of the corporation shall be **BILTMORE GROVE HOA, INC.**, which is hereinafter referred to as the "Association". The principal office and mailing address of the Association shall be at 80 S.W. 8th Street, Suite 1870, Miami, Florida 33130, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office.

**ARTICLE 2.**

**PURPOSES AND POWERS**

The purpose of the Association shall be to serve as an homeowners association under Section 720.301, *Et seq.*, Florida Statutes, and more particularly authorized by the Declaration of Covenants and Restrictions for BILTMORE GROVE, recorded (or to be recorded) in the Public Records of Broward County, Florida, as hereafter amended and/or supplemented from time to time (the "Declaration"). All of the definitions set forth in the Declaration are hereby incorporated herein by this reference. The further objects and purposes of the Association are to preserve the values and amenities in The Neighborhood and to maintain the Common Areas thereof for the benefit of the Members of the Association.

The Association is not organized for profit and no part of the net earnings, if any, shall inure to the benefit of any Member or individual person, firm or corporation.

The Association shall have the power to contract for the management of the Association and to delegate to the party with whom such contract has been entered into (which may be an affiliate of the Developer) the powers and duties of the Association, except those which require specific approval of the Board of Directors or Members.

The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles and the Declaration above identified. The Association shall also have all of the powers necessary to implement the purposes of the Association as set forth in the Declaration and to provide for the general health and welfare of its membership.

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### ARTICLE 3.

#### MEMBERS

Section 3.1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot within the Neighborhood shall be a Member of the Association, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member.

Section 3.2. Voting Rights. The Association shall have two (2) classes of voting membership:

Class A. Class A Members shall be all those Owners as defined in Section 3.1 above with the exception of the Developer (as long as the Class B Membership shall exist, and thereafter the Developer shall be a Class A Member to the extent it would otherwise qualify). Except as provided below, Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interests required for membership by Section 3.1 above. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but, subject only as provided in the following paragraph, in no event shall more than one (1) vote be cast with respect to any such Lot.

Class B. The Class B Member shall be the Developer. The Class B Member shall be entitled to one (1) vote, plus two (2) votes for each vote entitled to be cast in the aggregate at any time and from time to time by the Class A Members. The Class B membership shall cease and terminate three (3) months after ninety percent (90%) of the Lots within the Neighborhood have been sold and conveyed by the Developer (or its affiliates) to an Owner other than Developer or a builder, contractor or other who purchases the Lot for the purposes of constructing improvements thereon for resale, or sooner at the election of the Developer (the "Transition Date"), whereupon the Class A Members shall be obligated to elect the Board and assume control of the Association.

Section 3.3. Meetings of Members. The By-Laws of the Association shall provide for an annual meeting of Members, and may make provisions for regular and special meetings of Members other than the annual meeting. A quorum for the transaction of business at any meeting of the Members shall exist if thirty percent (30%) of the total number of Members in good standing shall be present or represented at the meeting.

Section 3.4. Transfers of Membership. The membership in the Association shall be appurtenant to and run with ownership of each Lot in the Neighborhood. Upon acquisition of a Lot within the Neighborhood, the Lot owner shall automatically become a Member of the Association, and upon the sale of a Lot in the Neighborhood, the Membership appurtenant to said Lot shall automatically pass to the subsequent grantee of title to the Lot. A Membership in the Association may not otherwise be transferred or assigned.

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Section 3.5. General Matters. When reference is made herein, or in the Declaration, By-Laws, Rules and Regulations, management contracts or otherwise, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of Members and not of the Members themselves.

#### ARTICLE 4.

##### CORPORATE EXISTENCE

The Association shall have perpetual existence.

#### ARTICLE 5.

##### BOARD OF DIRECTORS

Section 5.1. Management by Directors. The property, business and affairs of the Association shall be managed by a Board of Directors, which shall consist of not less than three (3) persons, but may consist of as many persons as the Board of Directors shall from time to time determine. A majority of the directors in office shall constitute a quorum for the transaction of business. The By-Laws shall provide for meetings of directors, including an annual meeting.

Section 5.2. Original Board of Directors. The names and addresses of the first Board of Directors of the Association, who shall hold office until the first annual meeting of Members and thereafter until qualified successors are duly elected and have taken office, shall be as follows:

<u>Name</u>	<u>Address</u>
LANI KAHN DRODY	80 S.W. 8th Street, Suite 1870 Miami, Florida 33130
MICHAEL D. SMITH	80 S.W. 8th Street, Suite 1870 Miami, Florida 33130
SUSAN SERRATS	80 S.W. 8th Street, Suite 1870 Miami, Florida 33130

Section 5.3. Election of Members of Board of Directors. Except as otherwise provided herein and except for the first Board of Directors, directors shall be elected by the Members of the Association as provided by the By-Laws of the Association, and the By-Laws may provide for the method of voting in the election and for removal from office of directors. All directors shall be members of the Association or shall be authorized representatives, officers, or employees of corporate members of the Association, or designees of the Developer. Notwithstanding anything herein contained to the contrary, from and after the Transition Date, Members other than the Developer shall be entitled to elect at least a majority of the members of the Board of Directors of the Association; provided, however, that as long as the Developer

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holds for sale in the ordinary course of business not less than five percent (5%) of the Lots, the Developer is entitled to elect at least one member of the Board.

Section 5.4. Duration of Office. Members elected to the Board of Directors shall hold office until the next succeeding annual meeting of Members, and thereafter until qualified successors are duly elected and have taken office.

Section 5.5. Vacancies. If a director elected by the general membership shall, for any reason, cease to be a director, the remaining directors so elected may elect a successor to fill the vacancy for the balance of the term.

## ARTICLE 6.

### OFFICERS

Section 6.1. Officers Provided For. The Association shall have a President, a Vice President, and a Secretary, and such other officers as the Board of Directors may from time to time elect.

Section 6.2. Election and Appointment of Officers. The officers of the Association, in accordance with any applicable provision of the By-Laws, shall be elected by the Board of Directors for terms of one (1) year and thereafter until qualified successors are duly elected and have taken office. The By-Laws may provide for the method of voting in the election, for the removal from office of officers, for filling vacancies and for the duties of the officers. The officers may or may not be directors of the Association. If the office of President shall become vacant for any reason, or if the President shall be unable or unavailable to act, the Vice President shall automatically succeed to the office or perform its duties and exercise its powers. If any office shall become vacant for any reason, the Board of Directors may elect or appoint an individual to fill such vacancy.

Section 6.3. First Officers. The names and addresses of the first officers of the Association, who shall hold office until the first annual meeting of directors and thereafter until successors are duly elected and have taken office, shall be as follows:

<u>Name and Office</u>	<u>Address</u>
<u>President:</u>	
LANI KAHN DRODY	80 S.W. 8th Street, Suite 1870 Miami, Florida 33130
<u>Vice-President:</u>	
MICHAEL D. SMITH	80 S.W. 8th Street, Suite 1870 Miami, Florida 33130

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Secretary:

SUSAN SERRATS

80 S.W. 8th Street, Suite 1870  
Miami, Florida 33130

**ARTICLE 7.**

**BY-LAWS**

The Board of Directors shall adopt By-Laws consistent with these Articles of Incorporation. Such By-Laws may be altered, amended or repealed in the manner set forth in the By-Laws.

**ARTICLE 8.**

**AMENDMENTS AND PRIORITIES**

Section 8.1. Amendments to these Articles of Incorporation shall be proposed and approved by the Board of Directors and thereafter submitted to a meeting of the membership of the Association for adoption or rejection (by affirmative vote of 66-2/3% of the Members), all in the manner provided, and in accordance with the notice provisions of, Section 617.017, Florida Statutes.

Section 8.2. In case of any conflict between these Articles of Incorporation and the By-Laws, these Articles shall control; and in case of any conflict between these Articles of Incorporation and the Declaration, the Declaration shall control.

**ARTICLE 9.**

**INCORPORATOR**

The name and address of the incorporator of this Corporation are:

<u>Name</u>	<u>Address</u>
Lani Kahn Drody	80 S.W. 8th Street, Suite 1870 Miami, Florida 33130

**ARTICLE 10.**

**INDEMNIFICATION**

Section 10.1. The Association shall indemnify any person who was or is a party to any proceeding (other than an action by, or in the right of, the Association) by reason of the fact that he is or was a director, officer, employee or agent (each, an "Indemnitee") of the Association, against liability incurred in connection with such proceeding, including any appeal thereof, to the full extent permitted by law.

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Section 10.2. To the full extent permitted by law, the Association shall indemnify any person, who was or is a party to any proceeding by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee, or agent of the Association against expenses and amounts paid in settlement not exceeding, in the judgment of the board of directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof.

Section 10.3. To the extent that a director, officer, employee, or agent of the Association has been successful on the merits or otherwise in defense of any proceeding referred to in sections 10.1 or 10.2 above, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses actually and reasonably incurred by him in connection therewith to the full extent permitted by law.

Section 10.4. Any indemnification under sections 10.1 or 10.2, unless pursuant to a determination by a court, shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee, or agent is proper under the circumstances because he has met the applicable standard of conduct as provided under applicable law.

Section 10.5. To the full extent permitted by law, expenses incurred by an officer or director in defending a civil or criminal proceeding may be paid by the Association in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if he is ultimately found not to be entitled to indemnification by the Association pursuant to this section. Expenses incurred by other employees and agents may be paid in advance upon such terms or conditions that the Board of Directors deems appropriate.

Section 10.6. The indemnification and advancement of expenses provided pursuant to this section are not exclusive, and the Association may make any other or further indemnification or advancement of expenses of any of its directors, officers, employees, or agents, under any bylaw, agreement, vote of shareholders or disinterested directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office to the full extent permitted by law.

Section 10.7. Indemnification and advancement of expenses as provided in this section shall to the full extent permitted by law continue as, unless otherwise provided when authorized or ratified, to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person, unless otherwise provided when authorized or ratified.

Section 10.8. For purposes of this Article 10, the term "expenses" shall be deemed to include attorneys' fees, including those for any appeals; the term "liability" shall be deemed to include obligations to pay a judgment, settlement, penalty, fine, and expenses actually and reasonably incurred with respect to a proceeding; the term "proceeding" shall be deemed to include any threatened, pending, or completed action, suit, or other type of proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal; and the term "agent" shall be deemed to include a volunteer; the term "serving at the request of the

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Association" shall be deemed to include any service as a director, officer, employee or agent of the Association that imposes duties on such persons.

Section 10.9. Anything to the contrary herein notwithstanding, no amendment to the provisions of this Article 10 shall be applicable as to any party eligible for indemnification hereunder who has not given his prior written consent to such amendment.

Section 10.10. The provisions of this Article 10 shall not be amended.

**ARTICLE 11.**

**REGISTERED AGENT**

Until changed, Lani Kahn Drody, shall be the registered agent of the Association and the registered office shall be at 80 S.W. 8th Street, Suite 1870, Miami, Florida 33130.

IN WITNESS WHEREOF, the said Incorporator has hereunto set his hand this 18 day of May, 2004.

  
LANI KAHN DRODY

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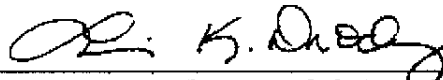
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**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR  
DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS  
STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

In compliance with the law of Florida, the following is submitted:

First – That desiring to organize under the laws of the State of Florida with its principal office, as indicated in the forgoing articles of incorporation, at City of Miami, County of Miami-Dade, State of Florida, the corporation named in said articles has named LANI KAHN DRODY located at 80 S.W. 8<sup>th</sup> Street, Suite 1870, Miami, Florida 33130 – as its statutory registered agent.

Having been named the statutory agent of the above corporation at the place designated in this certificate, I hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.



LANI KAHN DRODY, REGISTERED AGENT

Dated this 18 day of May, 2004

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STATE  
TALLAHASSEE, FLORIDA

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