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STATE
TALLAHASSEE FLORIDA

FLORIDA PROFIT/NON PROFIT CORPORATION
BARCLAY SQUARE HOMEOWNERS' ASSOCIATION, INC.

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ARTICLES OF INCORPORATION
OF
BARCLAY SQUARE HOMEOWNERS' ASSOCIATION, INC.
(A CORPORATION NOT FOR PROFIT)

STATE
TALLAHASSEE FLORIDA

In compliance with the requirements on the Laws of the State of Florida, and for the purpose of forming a corporation not for profit, the undersigned does hereby acknowledge.

1. **Name of Corporation.** The name of the corporation is BARCLAY SQUARE HOMEOWNERS' ASSOCIATION, INC. ("Association").

2. **Principal Office.** The principal office of the Association is 7270 NW 12th Street, Suite 100, Miami, FL 33126.

3. **Registered Office -Registered Agent.** The street address of the Registered Office of the Association is One SE 3rd Avenue, 28th Floor, Miami, Florida 33131. The name of the Registered Agent of the Association is: American Information Services, Inc.

4. **Purpose of the Association.** The Association is formed to: (a) provide for ownership, operation, maintenance and preservation of the Common Areas, and improvements thereon; (b) perform the duties delegated to it in the Declaration of Covenants, Conditions and Restrictions of Barclay Square as Recorded in Official Record Book 4009, at Page 1123, of the Public Records of Palm Beach County, Florida, as amended from time to time, (the "Declaration"); (c) administer the interests of the Association and the Owners; (d) promote the health, safety and welfare of the Owners.

5. **Not for Profit.** The Association is a not for profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its members.

6. **Powers of the Association.** The Association shall, subject to the limitations and reservations set forth in the Declaration have all the powers, privileges and duties reasonably necessary to discharge its obligations, including, but not limited to, the following:

6.1. To perform all the duties and obligations of the Association set forth in the Declaration and Bylaws, as herein provided.

6.2. To enforce by legal action or otherwise, the provisions of the Declaration and Bylaws and of all rules, regulations, covenants, restrictions and agreements governing or binding the Association.

6.3. To fix, levy, collect and enforce payment, by any lawful means, of all Assessments pursuant to the terms of the Declaration, these Articles and Bylaws.

6.4. To pay all Operating Costs, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of the Association.

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6.5. To require (by gift, purchase or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including the Common Areas) in connection with the functions of the Association except as limited by the Declaration.

6.6. To borrow money, and to mortgage, pledge or hypothecate any or all of its real or personal property as security for money or debts incurred.

6.7. To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of Association property to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines and as provided in the Declaration.

6.8. To participate in mergers and consolidations with other non-profit corporations organized for the same purposes.

6.9. To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing the Association, the Common Areas, and Homes as provided in the Declaration and to effectuate all of the purposes for which the Association is organized.

6.10. To have and to exercise any and all powers, rights and privileges which a not-for-profit corporation organized under the Laws of the State of Florida may now, or hereafter, have or exercise.

6.11. To employ personnel and retain independent contractors to contract for management of the Association.

6.12. To contract for services to be provided to, or for the benefit of, the Association.

6.13. To establish committees and delegate certain of its functions to those committees.

7. **Voting-Rights.** Voting rights shall be as set forth in the Bylaws.

8. **Board of Directors.** The affairs of the Association shall be managed by a Board of odd number with not less than three (3) nor more than nine (9) members. The initial number of directors shall be three (3). Board members shall be appointed and/or elected as stated in the Bylaws. The election of Directors shall be held at the annual meeting. Directors shall be elected for a term expiring on the date of the next annual meeting. The names and addresses of the members of the first Board who shall hold office until their successors are appointed or elected, or until removed, are as follows:

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NAME	ADDRESS
MICHAEL T. MONTERO	7270 NW 12 th Street, Suite 100 Miami, FL 33126
EDGAR HIDALGO	7270 NW 12 th Street, Suite 100 Miami, FL 33126
ANGEL MONTOTO	7270 NW 12 th Street, Suite 100 Miami, FL 33126

9. **Dissolution.** In the event of the dissolution of the Association other than incident to a merger or consolidation, any member may petition the Circuit Court having jurisdiction of the Judicial Circuit of the State of Florida for the appointment of a receiver to manage its affairs of the dissolved Association and to manage the Common Areas, in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties.

10. **Duration.** The Association shall have perpetual existence.

11. **Amendments.**

11.1. **General Restrictions or Amendments.** Notwithstanding any other provision herein to the contrary, no amendment to these Articles shall affect the rights of Villas of Town & Country, LLC, a Florida limited liability company ("Town & Country"), as "Declarant" under the Declaration, or its successors and/or assigns, unless such amendment receives the prior written consent of Town & Country or its assigns, as applicable, which may be withheld for any reason whatsoever. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these Articles, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.

11.2. **Amendments Prior to the Turnover Date.** Prior to the Turnover Date Town & Country shall have the right to amend these Articles as it deems appropriate without the joinder or consent of any person or entity whatsoever. Town & Country's right to amend under this Section is to be construed as broadly as possible. In the event that Association shall desire to amend these Articles prior to the Turnover Date, Association must first obtain Town & Country's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Town & Country may be adopted by Association pursuant to the requirements for amendments from and after the Turnover Date. Thereafter Town & Country shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

11.3. **Amendments From and After the Turnover Date.** After the Turnover Date, but subject to the general restrictions on amendments set forth above, these Articles may be amended with the approval of (i) two-thirds (66 2/3%) of the Board, and seventy-five percent (75%) of all the votes in the Association.

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12. **Limitations.**

12.1. **Declaration is Paramount.** 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 Declaration.

12.2. **Bylaws.** These Articles shall not be amended in a manner that conflicts with the Bylaws.

13. **Incorporator.** The name and address of the Incorporator of this corporation is:

The name of the Incorporator is Richard L. Schanerman and the address of the Incorporator of this corporation is One Southeast Third Avenue, 28th Floor, Miami, FL 33131-1714.

14. **Officers.** The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine. The names and addresses of the Officers who shall serve until their successors are elected by the Board are as follows:

- President: MICHAEL T. MONTERO
- Vice President and Secretary: EDGAR HIDALGO
- Vice President and Treasurer: ANGEL MONTOTO

15. **Indemnification of Officers and Directors.** The Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which such Director or Officer may be made a party by reason of being or having been a Director or Officer of the Association, including reasonable counsel fees and paraprofessional fees at all levels of proceeding. This indemnification shall not apply to matters wherein the Director or Officer shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officers may be entitled.

16. **Transactions in which Directors or Officers are Interested.** No contract or transaction between the Association and one (1) or more of its Directors or Officers or Town & Country, or between the Association and any other corporation, partnership, association, or other organization in which one (1) or more of its Officers or Directors are officers, directors or employees or otherwise interested shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors shall disclose the general nature of their interest and may be

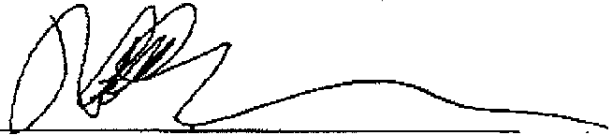
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counted in determining the presence of a quorum at a meeting of the Board which authorized the contract or transaction.

IN WITNESS WHEREOF, the Incorporator has affixed its signature this ____ day of January, 2006.



Richard L. Schanerman, Incorporator

ACCEPTANCE BY REGISTERED AGENT

The undersigned, having been named to accept service of process for the above-stated corporation at the place designated in this certificate, hereby agrees to act in this capacity, and is familiar with, and accepts, the obligations of this position and further agrees to comply with the provisions all of the statutes relative to the proper and complete performance of its duties.

Dated this ____ day of January, 2006.

AMERICAN INFORMATION SERVICES, INC.



Angelica M. Chiru, Assistant Secretary

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