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CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. VBS Condominium Association,
(Corporation Name) (Document #)

2. Inc.
(Corporation Name) (Document #)

3. _____
(Corporation Name) (Document #)

4. _____
(Corporation Name) (Document #)

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NEW FILINGS

- Profit
- Not for Profit
- Limited Liability
- Domestication
- Other

AMENDMENTS

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

OTHER FILINGS

- Annual Report
- Fictitious Name

REGISTRATION/QUALIFICATION

- Foreign
- Limited Partnership
- Reinstatement
- Trademark
- Other

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Examiner's Initials

**ARTICLES OF INCORPORATION
FOR
VBS CONDOMINIUM ASSOCIATION, INC.**

The undersigned incorporators, by these Articles associate themselves for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, and hereby adopt the following Articles of Incorporation:

**ARTICLE 1
NAME**

The name of the corporation shall be VBS CONDOMINIUM ASSOCIATION, INC. ("Association"), whose principal place of business and mailing address is 4400 West Sample Road, Suite 200, Coconut Creek, Florida 33073-3450. These Articles of Incorporation shall hereinafter be referred to as the "Articles" and the Bylaws of the Association as the "Bylaws".

**ARTICLE 2
PURPOSE**

The purposes for which the Association is organized is to provide an entity for operating, administering, managing and maintaining the condominium communities known as "Villas by the Sea 'A' Condominium," "Villas by the Sea 'B' Condominium," "Villas by the Sea 'C' Condominium," and "Villas by the Sea 'D' Condominium" (hereinafter collectively referred to as the "Property"), in accordance with the "Declarations" (defined in Article 3 below), as well as for managing, operating and maintaining certain Association Property, including recreational facilities.

**ARTICLE 3
DEFINITIONS**

The terms used in these Articles shall each have the same definitions and meanings as those set forth in those certain Declarations of Condominium for Villas by the Sea "A" Condominium, Villas by the Sea "B" Condominium, Villas by the Sea "C" Condominium and Villas by the Sea "D" Condominium (hereinafter collectively the "Declarations") to be recorded in the Public Records of Broward County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.

**ARTICLE 4
POWERS**

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

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- 4.1 General. The Association shall have all of the common-law and statutory powers of a corporation not for profit under the laws of the State of Florida, including Chapters 617 and Chapter 718 of the Florida Statutes, that are not in conflict with the provisions of these Articles, the Declarations or the Bylaws.
- 4.2 Enumeration. The Association shall have all of the powers reasonably necessary to operate the Property and Association Property pursuant to the Declarations and as more particularly described in the Bylaws and these Articles, as they may be amended from time to time, including, but not limited to, the following:
- (a) To make and collect Assessments and other charges against Members, as owners, and to use the proceeds thereof in the exercise of its powers and duties.
 - (b) To buy, own, operate, lease, sell, trade and mortgage both real and personal property.
 - (c) To maintain, repair, replace, reconstruct, add to and operate the Property, Association Property and other property acquired or leased by the Association.
 - (d) To purchase insurance covering the Common Elements and Association Property, or portions thereof, and insurance for the protection of the Association, its Officers, Directors and Members.
 - (e) To make and amend reasonable Rules for the maintenance, conservation and use of the Property and Association Property and for the health, comfort, safety and welfare of the Members.
 - (f) To enforce by legal means the provisions of the Declarations, these Articles, the Bylaws, and the Rules concerning the use of the Property and Association Property, subject, however, to the limitation regarding assessing Units owned by Developer for fees and expenses relating in any way to claims or potential claims against Developer as set forth in the Declarations and/or Bylaws.
 - (g) To contract for the management, operation, administration and maintenance of the Property and Association Property and to authorize a management agent (who may be an Affiliate of Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of Rules, maintenance, repair and replacement of certain property with funds as shall be made available by the Association for such purposes. The Association and its officers and

Directors shall, however, retain at all times the powers and duties granted by the Declarations, including, but not limited to, the making of Assessments, promulgation of Rules and execution of contracts on behalf of the Association.

- (h) To employ personnel to perform the services required for the proper operation of the Property, Association Property and the Association.
- (i) To approve or disapprove the leasing, transfer, ownership and possession of Units as may be provided by the Declarations.
- (j) To contract with a cable operator licensed by the County to provide cable television service on a bulk rate basis to Members.

4.3 Association Property. All funds and the titles to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the Members in accordance with the provisions of the Declarations, these Articles and the Bylaws.

4.4 Distribution of Income; Dissolution. The Association shall make no distribution of income to its Members, Directors or Officers, and upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency, except in the event of a termination of a Declaration.

4.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declarations and the Bylaws.

ARTICLE 5 **MEMBERS**

5.1 Membership. The members of the Association ("Members") shall consist of the unit owners of the units in the Property from time to time, including Developer, as further described in the Declarations.

5.2 Assignment. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit for which that share is held.

5.3 Voting. On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each Unit, which vote shall be exercised or cast in the manner provided by the Declarations and Bylaws. Any person or entity owning more than one Unit shall be entitled to one vote for each Unit owned.

- 5.4 Meetings. The Bylaws shall provide for an annual meeting of Members and may make provision for regular and special meetings of Members other than the annual meeting.

ARTICLE 6
TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE 7
INCORPORATORS

The names and addresses of the incorporators of the Association are as follows:

<u>NAME</u>	<u>ADDRESS</u>
T.R. Beer	4400 West Sample Road Suite 200 Coconut Creek, FL 33073-3450
Cory Guadagno	4400 West Sample Road Suite 200 Coconut Creek, FL 33073-3450
Michelle Steelman	4400 West Sample Road Suite 200 Coconut Creek, FL 33073-3450

ARTICLE 8
OFFICERS

Subject to the direction of the "Board," described in Article 9 below, the affairs of the Association shall be administered by the Officers holding the offices designated in the Bylaws. The Officers shall be elected by the Board at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure of the Board. The Bylaws may provide for the removal from office of Officers, for filling vacancies and for the duties of the Officers. The names of the officers who shall serve until their successors are designated by the Board are as follows:

<u>President</u>	T.R. Beer
<u>Vice President</u>	Cory Guadagno

Secretary/Treasurer

Michelle Steelman

ARTICLE 9
DIRECTORS

- 9.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a Board of Directors (hereinafter referred to as the "Board of Directors" or "Board") consisting of the number of Directors determined in the manner provided by the Bylaws, but which shall consist of not less than three (3) Directors.
- 9.2 Duties and Powers. All of the duties and powers of the Association existing under the Declarations, these Articles and the Bylaws shall be exercised exclusively by the Board, its agents, contractors or employees, subject only to approval by Members when such approval is specifically required as provided in the Declarations or Bylaws.
- 9.3 Election; Removal. Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by and subject to the qualifications set forth in the Bylaws. Directors may be removed and vacancies on the Board shall be filled in the manner provided in the Bylaws.
- 9.4 First Directors. The names of the members of the first Board who shall hold office until their successors are elected and have qualified, as provided in the Bylaws are as follows:

T. R. Beer

Cory Guadagno

Michelle Steelman

ARTICLE 10
INDEMNIFICATION

- 10.1 Indemnity. The Association shall indemnify, defend and hold harmless any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, employee, officer, or agent of the Association, against reasonable expenses (including reasonable attorneys' fees and costs at all tribunal levels), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless (a) a court of competent jurisdiction

finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, and with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful, and (b) such court also determines specifically that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. The Association shall have no duty to indemnify any party described herein, for any settlement entered, unless the party has received Association approval for the settlement entered.

- 10.2 Expenses. 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 action, suit or proceeding referred to in Section 10.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including reasonable attorneys' fees and costs at all trial and appellate levels) actually and reasonably incurred by him in connection therewith.
- 10.3 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding provided that the affected Director, Officer, employee or agent agrees to repay such amount advanced by the Association, should it be ultimately determined that he is not entitled to be indemnified by the Association as authorized in this Article 10.
- 10.4 Miscellaneous. The indemnification provided by this Article 10 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any By-Law, agreement, vote of Members or otherwise, and shall continue as to a person who has ceased to be a Director, Officer, employee or agent of the Association and shall inure to the benefit of the heirs and personal representatives of such person.
- 10.5 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee, or agent of the Association, or is or was serving, at the request of the Association, as a Director, Officer, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and insured by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article 10.

- 10.6 Amendment. Notwithstanding anything to the contrary stated herein, the provisions of this Article 10 may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

ARTICLE 11 **BYLAWS**

The first Bylaws of the Association shall be adopted by the Board and may be altered, amended, or rescinded in the manner provided for in the Bylaws and the Declarations. In the event of a conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

ARTICLE 12 **AMENDMENTS**

Amendments to these Articles shall be proposed and adopted in the following manner:

- 12.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.
- 12.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or by not less than one - third (1/3) of the Members of the Association. Directors not present in person and Members not present in person or by proxy at the meeting considering the proposed amendment may express their opinion in writing, provided (i) the opinion is delivered to the Secretary at or prior to the meeting, and (ii) such opinion may not be used as a vote for such amendment or for purposes of creating a quorum. The approvals must be:
- (a) at any time, by not less than a majority of the votes of all of the Members of the Association represented at a meeting at which a quorum thereof has been attained and by not less than 60% of the entire Board; or
 - (b) after control of the Association is turned over to Members other than Developer, by not less than 80% of the votes of all of the Members of the Association represented at a meeting at which a quorum has been attained; or
 - (c) after control of the Association is turned over to Members other than Developer, by not less than 100% of the entire Board; or
 - (d) before control of the Association is turned over to Members other than Developer, by not less than 60% of the entire Board.

- 12.3 Limitation. No amendment shall make changes (i) in the qualifications for membership, (ii) in the voting rights or property rights of Members, or (iii) in any manner to Sections 4.3, 4.4 or 4.5 hereof, without the approval in writing of all Members and the joinder of all Institutional Mortgagees. No amendment shall be made that is in conflict with the Declarations or the Bylaws, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to Developer, or any of its affiliates, unless Developer shall give its prior written consent to the amendment or join in the execution of the amendment. This Section 12.3 may not be amended without the consent of Developer.
- 12.4 Developer. Developer may amend these Articles (consistent with the provisions of the Developer allowing certain amendments to be effected by Developer alone) without any consent of Members.
- 12.5 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law.

ARTICLE 13
PRINCIPAL ADDRESS OF ASSOCIATION

The principal office of this corporation shall be at Township Plaza, 4400 West Sample Road, Suite 200, Coconut Creek, Florida 33073-3450, or such other place as may subsequently be designated by the Board.

ARTICLE 14
CONVEYANCE

The Association shall accept any and all deeds and other instruments conveying real or personal property delivered to the Association by Developer as provided in the Declarations.

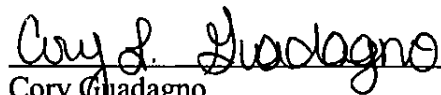
ARTICLE 15
REGISTERED AGENT

The initial registered agent of the Association shall be Minto Communities, LLC, a Florida limited liability company, Attn: Harry L. Posin, 4400 West Sample Road, Suite 200, Coconut Creek, Florida 33073-3450.

IN WITNESS WHEREOF, the incorporators have affixed their signatures as of this _____ day of _____, 200__.



T.R. Beer

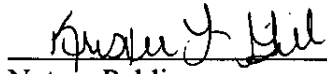

Cory Guadagno


Michelle Steelman

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 30 day of May, 2006 by T.R. Beer, who is personally known to me or who has produced _____ as identification and who did take an oath.




Notary Public
State of Florida at Large

My Commission Expires:

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 30 day of may, 2006 by Cory Guadagno, who is personally known to me or who has produced _____ as identification and who did take an oath.



Kristen L. Gill

Notary Public
State of Florida at Large

My Commission Expires:

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 30 day of may, 2006 by Michelle Steelman, who is personally known to me or who has produced _____ as identification and who did take an oath.



Kristen L. Gill

Notary Public
State of Florida at Large

My Commission Expires:

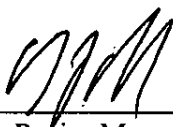
CERTIFICATE DESIGNATING PLACE OF BUSINESS OR
DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS
STATE NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

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

That desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing Articles of Incorporation, at City of Coconut Creek, County of Broward, State of Florida, the Corporation named in the said articles has named MINTO COMMUNITIES, LLC, a Florida limited liability company, Attn: Harry L. Posin, Township Plaza, 4400 West Sample Road, Suite 200, Coconut Creek, Florida 33073-3450 as its statutory registered agent.

Having been named the statutory agent of said corporation at the place designated in this certificate, we hereby accept the same and agree to act in this capacity, and acknowledge that we are familiar with and accept the obligations set forth in Florida Statutes Section 617.0503.

By: MINTO COMMUNITIES, LLC,
a Florida limited liability company

By: 

Harry L. Posin, Manager

Dated this 31 day of MAY, 2006

FILED
06 JUN -6 AM 11:40
SECRETARY OF STATE
TALLAHASSEE, FLORIDA