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FLORIDA PROFIT/NON PROFIT CORPORATION
VILLAS BY THE SEA TOWNHOMES PARCEL A HOMEOWNERS ASSO

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**ARTICLES OF INCORPORATION
FOR
VILLAS BY THE SEA TOWNHOMES PARCEL A HOMEOWNERS ASSOCIATION,
INC.**

The undersigned incorporator, for the purpose of forming a corporation not-for-profit pursuant to the laws of the State of Florida, and adopts the following Articles of Incorporation:

**ARTICLE 1
NAME**

The name of the corporation shall be VILLAS BY THE SEA TOWNHOMES PARCEL A HOMEOWNERS ASSOCIATION, INC. ("Association"). These Articles of Incorporation shall hereinafter be referred to as the "Articles" and the By-Laws of the Association as the "By-Laws."

**ARTICLE 2
PURPOSE**

The purpose for which the Association is organized is to provide an entity for operating, administering, managing, and maintaining a planned, residential community located in the Town of Lauderdale-By-The-Sea, Broward County, Florida known as "Villas By The Sea Townhomes Parcel A", in accordance with the Declaration (defined in Article 3 below). Further purposes of the Association are to maintain the Common Areas for the benefit of Members.

**ARTICLE 3
DEFINITIONS**

The initially capitalized terms used and not defined in these Articles shall each have the same definition and meaning as those set forth in that certain Declaration for Villas By The Sea Townhomes Parcel A ("Declaration") to be recorded in the Public Records of Broward County, Florida, unless provided to the contrary in these Articles, or unless the context otherwise requires.

**ARTICLE 4
POWERS**

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

- 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 that are not in

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conflict with the provisions of these Articles, the Declaration or the By-Laws.

4.2 Enumeration. The Association shall have all of the powers reasonably necessary to operate Villas By The Sea Townhomes Parcel A pursuant to the Declaration and as more particularly described in the By-Laws and these Articles, as they may be amended from time to time, including, but not limited to, the following:

- (a) To fix, levy, make, collect and enforce payment of 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 operate, maintain and manage the Surface Water Management System as and if required by the Permit and Declaration.
- (d) To maintain, repair, replace, reconstruct, add to and operate Villas By The Sea Townhomes Parcel A, and other property acquired or leased by the Association.
- (e) To purchase insurance covering all of the Common Areas, or portions thereof, and Homes, and insurance for the protection of the Association, its Officers, Directors and Owners.
- (f) To make and amend reasonable Rules and Regulations for the maintenance, conservation and use of Villas By The Sea Townhomes Parcel A and for the health, comfort, safety and welfare of the Owners.
- (g) To enforce by legal means the provisions of the Declaration, these Articles, the By-Laws, and the Rules and Regulations concerning the use of Villas By The Sea Townhomes Parcel A, subject, however, to the limitation regarding assessing Homes owned by Developer for fees and expenses relating in any way to claims or potential claims against Developer as set forth in the Declaration and/or By-Laws.
- (h) To contract for the management, operation, administration and maintenance of Villas By The Sea Townhomes Parcel A 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 and Regulations, maintenance, repair and replacement of the Common Areas 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

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times the powers and duties granted by the Declaration, including, but not limited to, the making of Assessments, promulgation of Rules and Regulations and execution of contracts on behalf of the Association.

- (i) To contract with a cable operator licensed by the Town or County to provide cable television service on a bulk rate basis to Owners.
- (j) To employ personnel to perform the services required for the proper operation of Villas By The Sea Townhomes Parcel A,
- (k) To pay all Operating Costs, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of Association.
- (l) To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of Villas By The Sea Townhomes Parcel A 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.
- (m) To establish committees and delegate certain functions to those committees.
- (n) To enter into the Recreational Facilities Agreement (as defined in the Declaration) and perform all obligations under the Recreational Facilities Agreement, as well as enter into other agreements with VBS D Association and/or VBS Condominium Association relating to, among other things, the operation and maintenance of Villas By The Sea Parcel A, VBS D and/or the VBS Condominiums.
- (o) 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 including, but not limited to, all powers set forth in Chapters 617 and 720 of the Florida Statutes.
- (p) To perform all duties and obligations of Association as set forth in the Declaration and By-Laws, and as provided in these Articles.

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 Declaration, these Articles and the By-Laws.

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

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of the Association shall be transferred only to another non-profit corporation or a public agency, except in the event of a termination of the Declaration.

- 4.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of these Articles and the provisions of the Declaration and the By-Laws.

ARTICLE 5
MEMBERS

- 5.1 Membership. The members of the Association ("Members") shall consist of the Owners of Villas By The Sea Townhomes Parcel A from time to time, including Developer, as further described in the Declaration.

- 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 Home for which that share is held. Upon acquisition of a Lot or Home within Villas By The Sea Townhomes Parcel A, the Owner shall automatically become a Member of the Association, and upon the sale of a Lot or Home in Villas By The Sea Townhomes Parcel A, membership appurtenant to such Lot or Home shall automatically pass to the subsequent grantee or title to the Lot or Home.

- 5.3 Voting. The Association shall have two (2) classes of Members, each with voting rights as follows (the "Voting Interest"):

5.3.1 Class A Members. Prior to the cessation of Class B membership, Class A Members shall consist of all Owners with the exception of Developer. Class A Members shall be entitled to cast one (1) vote for each Home or Lot owned by them. If a Home is built on a Lot, the Class A Member owning such Lot shall be entitled to only one (1) vote.

5.3.2 Class B Members. The Class B Member shall be Developer. The Class B Member shall be entitled to four (4) votes for each vote that all Class A Members are entitled to cast at any time. The Class B membership shall cease upon the first to occur of the following events:

- (a) December 31, 2030; or
- (b) when the Developer records a notice in the Public Records of County expressly terminating its Class B membership; or
- (c) the Turnover Date.

Upon termination of the Class B membership, Developer shall be deemed and become a Class A Member entitled to vote as specified in the By-Laws and these Articles.

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5.4 Meetings. The By-Laws 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
INCORPORATOR

The name and address of the incorporator of the Association is as follows:

John F. Carter
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 By-Laws. 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 By-Laws 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:

President

John F. Carter
4400 West Sample Road, Suite 200
Coconut Creek, FL 33073-3450

Vice President

Jack Appleman
4400 West Sample Road, Suite 200
Coconut Creek, FL 33073-3450

Secretary/Treasurer

Janet J. Kroll
4400 West Sample Road, Suite 200
Coconut Creek, FL 33073-3450

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**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 By-Laws, 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 Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board, its agents, contractors or employees, subject only to approval by Owners when such approval is specifically required as provided in the Declaration or the By-Laws.
- 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 By-Laws. Directors may be removed and vacancies on the Board shall be filled in the manner provided in the By-Laws.
- 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 By-Laws are as follows:

John F. Carter

Jack Appleman

Janet J. Kroll

**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

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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 in this Section 10.1, 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 Bylaw, 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 in these Articles, the

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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
BY-LAWS

The first By-Laws of the Association shall be adopted by the Board and may be altered, amended, or rescinded in the manner provided for in the By-Laws and the Declaration. In the event of a conflict between the provisions of these Articles and the provisions of the By-Laws, 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 and Members not present in person or by proxy at the meeting considering the proposed amendment may express their approval in writing, providing the approval is delivered to the Secretary at or prior to the meeting. 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 66 2/3% of the entire Board; or
 - (b) after control of the Association is turned over to Unit Owners 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 Unit Owners other than Developer, by not less than 100% of the entire Board; or
 - (d) before control of the Association is turned over to Unit Owners other than Developer, by not less than 66 2/3% 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 of these Articles, without the approval in writing

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of all Members and the joinder of all Lenders. No amendment shall be made that is in conflict with the Declaration or the By-Laws, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or options provided in these Articles 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, nor shall any amendment alter the provisions of these Articles benefiting Lenders or affecting the rights of Lenders without the prior written approval of the Lender(s) enjoying the benefit of such provisions. This Section 12.3 may not be amended without the consent of Developer or Lenders if such amendment affects the rights and privileges of Lenders as set forth in this Section 12.3.

12.4 Developer. Developer may amend these Articles (consistent with the provisions allowing certain amendments to be effected by Developer alone) without consent of any 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 and mailing address of the Association shall be 4400 West Sample Road, Suite 200, Coconut Creek, Florida 33073-3450, or such other place as may subsequently be designated by the Board. All books and records of the Association shall be kept at its principal office or at such other place as may be permitted by Chapter 617, Florida Statutes.

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 Declaration.

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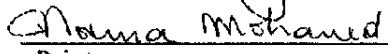
**ARTICLE 15
REGISTERED AGENT**

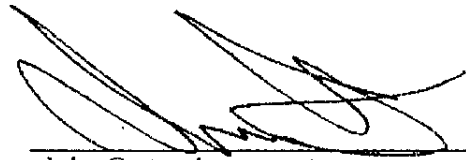
The registered agent of the Association shall be Minto Communities, LLC, Attn: John Carter, 4400 West Sample Road, Suite 200, Coconut Creek, Florida 33073-3450.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, being the Incorporator of this Association, has executed these Articles of Incorporation as of this 3rd day of November, 2010.

WITNESSES:


Print name: Barbara Arzuaga

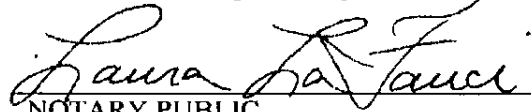

Print name: NORMA MOHAMED

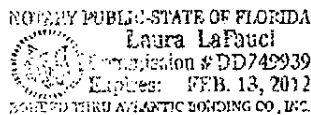

John Carter, Incorporator

STATE OF FLORIDA)
COUNTY OF BROWARD) SS.:

The foregoing instrument was acknowledged before me this 3rd day of November, 2010 by John Carter, who is personally known to me.

My commission expires: 2-13-12


NOTARY PUBLIC
State of Florida at Large
Print name: Laura LaFauci



[ACCEPTANCE OF REGISTERED AGENT APPEARS ON FOLLOWING PAGE]

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA


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 such articles has named Minto Communities, LLC, Attn: John Carter, 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, I 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.

MINTO COMMUNITIES, LLC

By: 
John Carter, Executive Vice President

Dated this 3rd day of November, 2010

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