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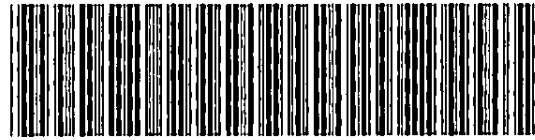
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TALLAHASSEE, FLORIDA

T. BURCH

DEC 6 2021

LAW OFFICES

Mullen & Bizzarro, P.A.

Legal Counsel
Joseph P. Mullen

Email: JPMullen@mullenbizzarro.com

Suite PH-C
2929 East Commercial Boulevard
Fort Lauderdale, Florida 33308
Telephone (954) 772-9100
Facsimile (954) 493-8765

November 30, 2021

Via -Federal Express

Department of State
Division of Corporation
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

RE: Wilton Springs Homeowners' Association, Inc.

Dear Sir or Madam:

Enclosed is the Articles of Incorporation for Wilton Springs Homeowner's Association, Inc. (the "Articles") to be filed with your office. Also enclosed is my firm's check in the amount of Seventy-Eight and 75/100 (\$78.75) Dollars representing the following:

Filing Fee for Articles of Incorporation:	\$35.00
Designation of Registered Agent:	\$35.00
Certified Copy:	<u>\$ 8.75</u>
	\$ 78.75

After the Articles have been filed, please return the certified copy to me. Thank you for your cooperation in this matter and should you have any questions, please do not hesitate to contact me.

Best regards,
/s/ Joseph P. Mullen, Esquire

This instrument prepared by:
Joseph P. Mullen, Esq.
Mullen & Bizzarro, P.A.
2929 E. Commercial Boulevard
Suite PH-C
Ft. Lauderdale, Florida 33308

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLES OF INCORPORATION OF
WILTON SPRINGS
HOMEOWNERS' ASSOCIATION, INC.**
(A Florida Corporation Not-For-Profit)

In order to form a corporation not-for-profit under Chapter 617 of the Florida Statutes (2021) and which corporation shall, at all times, be in compliance with the provisions and requirements under Chapter 720, Florida Statutes (2021), as said Chapter 720 may be amended from time to time, 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:

The terms contained in these "Articles" shall have the meanings set forth in Chapter 617 and in Chapter 720, Florida Statutes (2021), and in the Declaration of Covenants, Restrictions, Easements, And Party Walls For Wilton Springs (the "Declaration"). In the event of any inconsistencies between the provisions of these Articles, and the provisions of either Chapter 617 and/or Chapter 720, it is understood and intended that the provisions of Chapter 617 and/or Chapter 720 shall govern and control. All initially capitalized terms not defined herein shall have the meanings set forth in Article I of the Declaration. For clarification, the following terms will have the following meanings:

- A. "Articles" means these Articles of Incorporation.
- B. "Assessments" or "Assessment" means a sum or sums of money payable to the Association, as authorized in the Governing Documents, which if not paid by the owner of a Townhome can result in a lien against the Townhome.
- C. "Association" means Wilton Springs Homeowners' Association, Inc., a Florida corporation not-for-profit.
- D. "Board" means the Board of Directors of the Association.
- E. "Bylaws" mean the Bylaws of the Association.

- F. "Common Expenses" means expenses for which the Owners are liable to the Association as provided under the Governing Documents and/or under Chapter 720, Florida Statutes (2021).
- G. "Developer" means 2665 Investments L.L.C, a Florida limited liability company.
- H. "Director" means a member of the Board.
- I. "Governing Documents" means collectively the Declaration, these Articles, the Bylaws, and any rules or regulations from time to time promulgated by the Association.
- J. "Member" or "Members" means a member or members of the Association.
- K. "Declaration" means the Declaration of Covenants, Restrictions, Easements, And Party Walls For Wilton Springs.
- L. "Townhome" means a townhome dwelling as described in the Declaration.
- M. "Owner" or "Owners" means the person(s) who, or the entity which, holds fee simple title to a Townhome.
- N. "Voting Certificate" means the document which designates one (1) of the record Owners, if more than one (1) Owner of record, or the corporate, partnership or entity representative, who is authorized to vote on behalf of a Townhome owned by the entity.
- O. "Voting Interests" means the voting rights allocated to Members pursuant to the Declaration.

**ARTICLE I
NAME AND ADDRESS**

1.1 The name of this Association shall be Wilton Springs Homeowners' Association, Inc. The initial principal office and mailing address of the Association shall be 997 East Oakland Park Boulevard, Oakland Park, Florida 33334.

**ARTICLE II
PURPOSE OF ASSOCIATION**

2.1. The Association is intended to exist and function as a "homeowners' association" as defined in Chapter 720, Florida Statutes (2021).

2.2. The Association shall be responsible for the maintenance and repair of the

Association Properties, and for the surfaces of the exterior walls of the two (2) buildings and of the eight (8) Townhomes.

ARTICLE III POWERS

The Association shall have the following powers:

3.1 The Association shall have all of the common law and statutory powers of a corporation not-for-profit and all powers enumerated in Chapter 617 and in Chapter 720, Florida Statutes (2021), as said Chapters shall be amended from time to time. In addition, the Association shall have all of the powers that have been granted to the Association in the Governing Documents. All of the provisions of the Governing Documents, including the rules and regulations that may be promulgated from time to time which grant powers to the Association are by this reference thereto incorporated into these Articles.

3.2 The Association shall have all of the powers of a homeowners' association under the Chapter 720 including, but not limited to, the following:

3.2.1 To promulgate and enforce reasonable rules and regulations governing: (i) the maintenance, repair, and replacement, as necessary, of the surfaces of the exterior walls of the eight (8) Townhomes (two (2) buildings) and of the Association Properties; (ii) the use of the Association Properties, including but not limited to the guest parking spaces and to the mailbox kiosk; (iii) the leasing of Townhomes to third parties; and (iv) all other matters relevant to the use and enjoyment of the Association Properties and of the Wilton Springs complex;

3.2.2 To make, levy, collect and enforce payment of Assessments from and against Owners as provided under Chapter 720, Florida Statutes (2021) and in the Declaration in order to provide funds to pay for the Common Expenses in the manner contemplated under Chapter 720, Florida Statutes (2021) and in the Declaration and to use and expend the proceeds of such Assessments in the discharge and performance of the powers and duties of the Association;

3.2.3 To enforce the provisions of the Governing Documents and the provisions Chapter 720, Florida Statutes (2021).

3.2.4 At the election of the Board of Directors, to contract for the installation, maintenance, and operation of a "master" cable television service and system, including data and internet systems, and security monitoring systems for the Owners.

3.2.5 To employ personnel, retain independent contractors and professionals, and to enter into service contracts needed to provide for the servicing, maintenance, and repair of the Association Properties, to enter into contracts for the management of the Association, and to enter into any other agreements consistent with the purposes of the Association.

3.2.6 To borrow money, and to obtain such financing, as may be desirable or

necessary to enable the Association to maintain and repair the surfaces of the exterior walls of the eight (8) Townhomes and two (2) buildings and the Association Properties in accordance with the Declaration and with Chapter 720, Florida Statutes (2021) and, as security for any such loan, to collaterally assign the Association's right to collect, and to enforce the collection of, Assessments from Owners levied for the purpose of repaying any such loan.

3.2.7 To sue and to be sued.

ARTICLE IV MEMBERS

The qualification of Members of the Association, the manner of their admission to membership, the manner of the termination of such Membership, and the manner of voting by Members shall be as follows:

4.1. Membership in the Association shall be established by the acquisition of ownership of fee simple title to a Townhome as evidenced by the recordation in the Public Records of Broward County, Florida of a deed of conveyance as to such Townhome. Conversely, the membership of the prior (conveying) Owner shall terminate as to that Townhome as of the date of such (conveying) Owner's execution and delivery to the new Owner of the deed of conveyance. New Members shall deliver to the Association a true copy of the deed or other instrument evidencing the acquisition by the new Member of title to the Townhome.

4.2. No Member may assign, hypothecate, or transfer, in any manner, such Member's membership in, or such Member's share in the funds and assets of, the Association, except as an appurtenance to conveyancing of fee simple title (ownership) to such Member's Townhome.

4.3. With respect to voting, the following provisions shall apply:

4.3.1. Each Townhome, including each Townhome owned by the Developer, shall be entitled to one (1) vote, which vote shall be exercised and cast in accordance with the applicable Governing Documents. In the event that fee simple title to a Townhome is held by more than one (1) Owner, such Owners collectively shall be entitled to only one (1) vote in each matter before the membership.

4.3.2. Matters that require a vote of the Members shall be decided by a vote of the majority of the Members in attendance at any meeting having a quorum (as determined in accordance with the Bylaws).

4.3.3. The Members shall be entitled to elect the Board of Directors as provided in Article VIII of these Articles and in the Bylaws and under Chapter 720.

4.3.4. Notwithstanding any other provisions of these Articles, on matters which require voting by the Members, if the question is one which Chapter 720, Florida Statutes (2021)

or the Governing Documents provides for a vote of the Membership greater or less than a majority vote of a quorum, then such express provision shall govern and control the required vote on the decision of such question.

**ARTICLE V
TERM**

5.1 The term of this Association shall be perpetual.

**ARTICLE VI
OFFICERS**

6.1 The Association shall be managed by a President, a Vice President, a Secretary and a Treasurer and, if elected by the Board, an Assistant Secretary and an Assistant Treasurer, which officers shall serve at the pleasure and direction of the Board. The Board may employ a manager, and/or such other managerial and supervisory personnel or entities as it deems necessary, to assist in the administration and management of the Association, or the Board may enter into a contract for management services to be performed by a licensed community association manager, at its election.

6.2 The Board shall elect the President, the Vice President, the Secretary, and the Treasurer, and any Assistant Secretary and/or Assistant Treasurer as the Board shall, from time to time, determine appropriate. Such officers shall be elected annually by the Board at the first meeting of the Board following each annual Members Meeting; provided, however, any officers may be removed by the Board, and other persons may be appointed by the Board as replacement officers in the manner provided in the Bylaws and under Florida law. All officers shall be Directors of the Association. The same person may hold two (2) offices; provided, however, that the duties of the two are not incompatible. However, the offices of President and Vice President shall not be held by the same person, nor shall the same person hold the office of President and the office of Secretary or Assistant Secretary.

**ARTICLE VII
FIRST
OFFICERS**

7.1 The names of the officers designated and appointed by the Developer who are to serve until replacement officers are appointed by the first Board of Directors to be elected by the Non-Developer Members are as follows:

President:	Idan Gotlib
Vice President:	Eyal E. Halali
Secretary:	Michal Peled Gotlib
Treasurer:	Idan Gotlib

**ARTICLE VIII
BOARD OF DIRECTORS**

8.1 The number of Directors on the initial Board of Directors shall be three (3). The number of Directors to be elected shall be determined by the Members from time to time; provided that there shall not be less than three (3) Directors and there shall always be an odd number of Directors.

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

NAME	ADDRESS
Idan Gotlib	997 East Oakland Park Boulevard, Oakland Park, Florida 33334
Eyal E. Halali	997 East Oakland Park Boulevard, Oakland Park, Florida 33334
Michal Peled Gotlib	997 East Oakland Park Boulevard, Oakland Park, Florida 33334

Developer reserves the right to designate successor Directors to serve on the Board for so long as the Developer shall be entitled to elect a Director. Developer reserves the right to remove any Director who may otherwise be designated by Developer in accordance with these Articles.

8.3 Non-Developer Members are entitled to elect not less than a majority of the Board (relinquishment of control of Association) upon the happening of any of the following events, whichever shall first occur:

8.3.1 Three (3) months after five (5) of the Townhomes have been conveyed to Non-Developers Members:

8.3.2 When all eight (8) Townhomes have been completed, some of them have been conveyed to Non-Developer Members, and none of the others are being offered for sale by the Developer in the ordinary course of business:

8.3.3 When some of the eight (8) Townhomes have been conveyed to Non-Developer Members and none of the remaining Townhomes are being constructed or offered for sale by the Developer in the ordinary course of business: or

8.3.4 Two (2) years after recordation of the Declaration.

8.4 The Developer is entitled to elect at least one (1) member of the Board as long as the Developer holds for sale in the ordinary course of business at least one (1) of the Townhomes.

8.5 Following the time the Developer relinquishes control of the Association, the Developer may exercise the right to vote any Developer-owned Townhomes in the same manner as any other Owner, except for purposes of reacquiring control of the Association or of selecting the majority

members of the Board.

8.6 Notwithstanding the above Section 8.3, Developer shall have the right, at any time, upon written notice to the Association, to relinquish its right to designate a majority of the Board.

8.7 The election of not less than a majority of Directors by the Non-Developer Members shall occur at a meeting to be called by the Board for such purpose.

8.8 The meeting for the election by the Non-Developer Members of the majority of the Board, and the meeting of Non-Developer Members to elect their initial Director, shall be called by the Association, through its Board, within forty-five (45) days after the Non-Developer Members are entitled to elect a Director or the majority of Directors, as the case may be. A notice of the election shall be forwarded to all Members in accordance with the Bylaws; provided, however, that the Members shall be given at least thirty (30) day notice of such election. The notice shall also specify the number of Directors who shall be elected by the Non-Developer Members and the remaining number of Directors designated by Developer.

8.9 The Board shall continue to be elected by the Non-Developer Members, subject to Developer's right to appoint a member to the Board, as specified in these Articles at each subsequent annual Members meeting, until Developer is no longer entitled to appoint a member to the Board.

8.10 Developer shall cause all of its designated Directors to resign when the Developer no longer holds at least one (1) of the Townhomes for sale in the ordinary course of business. Such resignation(s) to be effective not later than twenty (20) days following the date on which the Developer ceased to own the one (1) Townhome or following the date that the Developer ceased to hold at least one (1) Townhome for sale in the ordinary course of business. In addition, Developer may at any time, in its sole discretion, cause the voluntary resignation of all of the Directors designated by it. In either of such event, the Directors elected by the Non-Developer Members shall elect successor Directors to fill the vacancies caused by the resignation, or removal, of the Developer's designated Directors. These successor Directors shall serve until the next annual Members' meeting and until their successors are elected and qualified.

8.11 At each annual Members' meeting held subsequent to the year in which the Non-Developer Members shall first elect the majority of the Directors, the number of Directors to be elected shall be determined by the Members from time to time, but there shall not be less than three (3) Directors and there shall always be an odd number of Directors.

8.12 Each Director shall have one (1) vote.

ARTICLE IX POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association shall be exercised by the Board in

accordance with the provisions of Chapter 617 and Chapter 720, Florida Statutes (2021) and the Governing Documents, where applicable, and shall include, but not be limited to, the following:

9.1 Making and collecting Assessments against Members to defray the costs of the Common Expenses.

9.2 Using the proceeds of Assessments in the exercise of the powers and duties of the Association and of the Board.

9.3 Maintaining, servicing and repairing the exteriors of the Townhomes and the two (2) buildings and of the Association Properties.

9.4 Promulgating, amending, and revoking rules and regulations governing: (i) the maintenance, repair, and replacement, as necessary, of the surfaces of the exterior walls of the eight (8) Townhomes (two (2) buildings) and of the Association Properties; (ii) the use of the Association Properties, including but not limited to the guest parking spaces and to the mailbox kiosk; (iii) the leasing of Townhomes to third parties; and (iv) all other matters relevant to the use and enjoyment of the Association Properties and of the Wilton Springs complex.

9.5 Enforcing by legal means the provisions of the Governing Documents.

9.6 Contracting for the management and maintenance of the exteriors of the townhome buildings and authorizing a management agent 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 the maintenance and repair of those portions of the exteriors of the townhome buildings for which the Association has such responsibility, with funds that shall be made available by the Association for such purposes and terminating such contracts and authorizations. The Association and its officers shall, however, at all times, retain the powers and duties granted by the Governing Documents and by Chapter 617 and by Chapter 720, Florida Statutes (2021), including, but not limited to, the making of Assessments, the promulgation of rules and regulations, and the execution of contracts on behalf of the Association.

9.7 Purchasing and carrying casualty, wind, flood, and public liability insurance for the Association Properties for the protection and benefit of the Association and Owners ("Master Policy").

9.8 Paying the cost of bulk cable and other utility services provided to the Townhomes and not billed directly to the Owners.

9.9 Hiring and retaining such employees as are necessary to administer and carry out the services required for the proper administration of the Association.

9.10 Maintaining an adequate number of copies of the Governing Documents to ensure their availability to Owners. The Association may charge its actual costs for preparing

and furnishing copies of the Governing Documents to those requesting same.

9.11. Ensuring that the following contracts shall be in writing:

9.11.1 Any contract for the purchase, lease, or rental of materials or equipment which is not to be fully performed within one (1) year from the date of execution of the contract.

9.11.2 Any contract, regardless of term, for the provision of services, other than contracts with employees of the Association, and contracts for attorney and accountant services.

9.11.3 Obtaining competitive bids for materials, equipment, and services if and where required by Chapter 720, Florida Statutes (2018) and/or by Chapter 617, Florida Statutes (2021), and/or by the Governing Documents.

ARTICLE X INDEMNIFICATION

10.1. Every Director and every officer of the Association (and the Directors and/or officers as a group) and every member of any committee(s) appointed by the Board (and the committee members and/or committee(s) as a group) shall be indemnified by the Association against all expenses and liabilities, including counsel fees (at all trial and appellate levels) reasonably incurred by, or imposed upon, them in connection with any proceeding, litigation or settlement in which he or she may become involved by reason of his or her being, or having been, a Director, an officer, or a committee member of the Association. The foregoing provisions for indemnification shall apply whether or not he or she is a Director or officer or committee member at the time such expenses and/or liabilities are incurred. Notwithstanding the above, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement and authorizes reimbursement for the costs and expenses of the settlement as in the best interest of the Association. In instances where a Director or officer or committee member admits, or is adjudged guilty of, willful misfeasance or malfeasance in the performance of his or her duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to, and not exclusive of, any and all rights of indemnification to which a Director or officer or committee member may be entitled, whether by statute or common law. The indemnification hereby afforded to Directors and officers and committee members shall also extend to any entity other than the Association found responsible or liable for the actions of such individuals in their capacity as Directors or officers and committee members, including, but not limited to, the Developer.

ARTICLE XI BYLAWS

11.1 The Bylaws of the Association shall be adopted by the initial Board and, thereafter, may be altered, amended or rescinded by the affirmative vote of not less than a majority of the Members present at an annual Members' meeting or at a special meeting of the

membership and by the affirmative approval of a majority of the Board at a regular or special meeting of the Board. 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 XII AMENDMENTS

12.1. Prior to the recordation of the Declaration in the Public Records of Broward County, Florida, these Articles may be amended by an instrument in writing signed by the President (or a Vice President) and the Secretary (or an Assistant Secretary) and filed in the Office of the Secretary of State of the State of Florida. The instrument amending these Articles shall identify the particular Article or Articles being amended, give the exact language of such amendment, and give the date of adoption of the amendment by the Board. A certified copy of each such amendment shall always be attached to any certified copy of these Articles, or a certified copy of the Articles as restated, so as to include such amendments, and shall be an exhibit to the Declaration upon the recording of the Declaration.

12.2. After the recordation of the Declaration in the Public Records of Broward County, Florida, these Articles may be amended in the following manner:

12.2.1 The Board, as a whole, 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. Any number of amendments may be submitted to the Members and voted upon by them at one meeting:

12.2.2. Written notice setting forth the proposed amendment(s) or a summary of the changes to be effected thereby shall be given to each Member of record entitled to vote within the time and in the manner provided in the Bylaws for the giving of notice of Meetings of Members; and

12.2.3. At such meeting, a vote of the Members shall be taken on the proposed amendments. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of all Members entitled to vote thereon: or

12.2.4. An amendment may be adopted by a written statement signed by all Directors and with the written consent of Members representing Voting Interests sufficient to pass the amendment at a meeting where all members of the Board are present and setting forth their intention that an amendment to the Articles be adopted. Where an amendment is passed by written consent in lieu of a meeting, those Members not submitting written consent shall be notified in writing of the passage thereof.

12.3. No amendment may be made to the Articles which shall in any manner reduce, amend, affect, or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

12.4 A copy of each amendment shall be certified by the Secretary, shall be filed with the State of Florida and, after the recordation of the Declaration, shall be recorded in the Public Records of Broward County, Florida, as an amendment to the Declaration.

12.5 Notwithstanding the foregoing provisions of this Article XII, there shall be no amendment to these Articles which shall abridge, amend, or alter the rights of Developer, including the right to designate and select the Directors as provided in Article VIII hereof, without the prior written consent thereto by Developer, nor shall there be any amendment to these Articles which shall abridge, alter or modify the rights of the Developer, or of the holder, guarantor, or insurer of a first mortgage on any Unit or of any "Institutional Mortgagee" (as defined in the Declaration) without such party's prior written consent to the degree this provision is permitted by the Act.

**ARTICLE XIII
REGISTERED OFFICE AND REGISTERED AGENT**


13.1 The street address of the initial registered office of the Association is 997 East Oakland Park Boulevard, Oakland Park, Florida 33334 and the initial registered agent of the Association at that address shall be Idan Gotlib.

**ARTICLE XIV
INCORPORATOR**

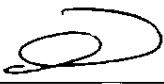
14.1 The name and address of the Incorporator of these Articles is as follows: Idan Gotlib, 997 East Oakland Park Boulevard, Oakland Park, Florida 33334.

End of Articles of Incorporation – Execution on Following Page

IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature, this 29th day of October, 2021.

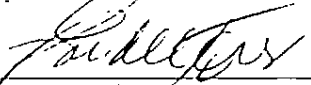
By: 
Idan Gotlib
Incorporator

The undersigned hereby accepts the designation as Registered Agent of Wilton Springs Homeowners' Association, Inc. as set forth in Article XIII of these Articles of Incorporation and acknowledges that he is familiar with, and accepts, the obligations imposed upon registered agents under the Florida Not-For-Profit Corporation Act.

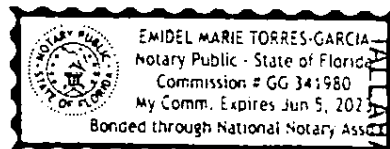
By: 
Idan Gotlib

State of Florida
County of Broward

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 29 day of October, 2021 by Idan Gotlib, who is personally known to me or has produced a Florida driver license as identification.

Notary Public: 7
Sign: 
Print: EMIDEL TORRES
State of Florida at Large

(Seal)
My Commission Expires:



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SECRETARY OF STATE
TALLAHASSEE, FLORIDA