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TO: DIVISION OF CORPORATIONS
DEPARTMENT OF STATE
STATE OF FLORIDA
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TALLAHASSEE, FL 32399
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DOCUMENT TYPE: FLORIDA NON-PROFIT CORPORATION
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TALLAHASSEE, FLORIDA

CONFIDENTIAL

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ARTICLES OF INCORPORATION
OF
PELICAN CAY ASSOCIATION, INC.
(A Florida Corporation Not For Profit)

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SECRET
FEDERAL BUREAU OF INVESTIGATION
U.S. DEPARTMENT OF JUSTICE

In order to form a corporation not for profit under and in accordance with the provisions of Chapter 617 of the Florida Statutes, the undersigned hereby incorporates this corporation not for profit for the purposes and with the powers hereinafter set forth and, to that end, the undersigned, by these Articles of Incorporation, certifies as follows:

ARTICLE I
DEFINITIONS

The following words and phrases when used in these Articles of Incorporation (unless the context clearly reflects another meaning) shall have the following meanings:

1. "Articles" mean these Articles of Incorporation and any amendments hereto.
2. "Association" means Pelican Cay Association, Inc., a Florida corporation not for profit.
3. "Association Property" means the property more particularly described in Article II of the Protective Covenants.
4. "Board" means the Board of Directors of the Association.
5. "Bylaws" mean the Bylaws of the Association and any amendments thereto.
6. "Pelican Cay" means the planned residential community planned for development upon the "Property" (as defined in the Protective Covenants) committed to land use under the "Master Declaration" (as defined in the Protective Covenants) and the Protective Covenants which is intended to be comprised of and including, but not limited to, eighty-five (85) single family lots and the Association Property located within the Property.
7. "Pelican Cay Documents" mean in the aggregate the Protective Covenants, these Articles, the Bylaws and all of the instruments and documents referred to or incorporated therein including, but not limited to, amendments to any of the foregoing, as applicable.
8. "County" means Broward County, Florida.
9. "Declarant" means G.L. Homes of Silver Lakes XIV Corporation, a Florida corporation, and any successor or assign thereof, which (a) acquires any lot from Declarant for the purpose of development and to which G.L. Homes of Silver Lakes XIV Corporation, specifically assigns all or part of the rights of Declarant hereunder by an express written assignment recorded in the

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Public Records of the County. The written election shall give notice as to which rights of Declarant are to be exercised. In any event, any subsequent declarant shall not be liable for any default or obligations incurred by any prior Declarant, except as may be expressly assumed by the subsequent declarant.

10. "Director" means a member of the Board.

11. "Home" means a residential dwelling unit in Pelican Cay intended as an abode for one family.

12. "Lot" means a portion of the Property as shown on the Plat, upon which a Home is permitted to be erected.

13. "Member" means a member of the Association.

14. "Operating Expenses" means the expenses for which Owners are liable to the Association as described in the Pelican Cay Documents and includes, but is not limited to, the costs and expenses incurred by the Association in administering, operating, reconstructing, maintaining, repairing and replacing the Association Property as more particularly described in the Protective Covenants.

15. "Owner" means the owner(s) of the fee simple title to a Lot and includes Declarant for so long as it is the owner of the fee simple title to a Lot.

16. "Plat" means the plat of Silver Lakes Phase III Parcel V recorded or to be recorded amongst the Public Records of the County.

17. "Protective Covenants" means the Declaration of Protective Covenants, Restrictions and Easements for Pelican Cay, which is intended to be recorded amongst the Public Records of the County, and any amendments thereto.

ARTICLE II

NAME

The name of this corporation shall be Pelican Cay ASSOCIATION, INC., a Florida corporation not for profit, whose principal address and mailing address is 1401 University Drive, Suite 200, Coral Springs, Florida 33071-6039.

ARTICLE III

PURPOSES

The purpose for which this Association is organized is to take title to, operate, administer, manage, lease and maintain the Association Property in accordance with the terms of, and purposes set forth in, the Pelican Cay Documents and to carry out the covenants and enforce the provisions of the Pelican Cay Documents.

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ARTICLE IV
CONFES

8. To provide, to the extent deemed necessary by the Board, any and all services and to do any and all things which are incidental to or in furtherance of things listed above or to carry out the Association mandate to keep and maintain Pelican Cay in a proper and aesthetically pleasing condition, and to provide the Owners with services, amenities, controls and enforcement which will enhance the quality of life at Pelican Cay.

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B. The names and addresses of the persons who are to serve as Directors on the First Board are as follows:

NAME	ADDRESS
Therana Fowler	1401 University Drive, Suite 200 Coral Springs, Florida 33071
Alan Fant	1401 University Drive, Suite 200 Coral Springs, Florida 33071
Richard Norwalk	1401 University Drive, Suite 200 Coral Springs, Florida 33071

Declarant reserves the right to replace and/or designate and elect successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided.

C. Declarant intends that Pelican Cay, when ultimately developed, shall contain an aggregate of eighty-five (85) Lots with a Home constructed upon each Lot ("Developed Lots"). For purposes hereof, the term "Total Developed Lots" shall mean the eighty-five (85) Developed Lots which Declarant intends to develop in Pelican Cay.

D. Upon the Turnover Date, the Members other than Declarant ("Purchaser Members") shall be entitled to elect not less than a majority of the Board. The election of not less than a majority of the Board by the Purchaser Members shall occur at a special meeting of the membership to be called by the Board for such purpose ("Initial Election Meeting"). The First Board shall serve until the Initial Election Meeting.

E. At the Initial Election Meeting, Purchaser Members shall elect two (2) of the Directors, and Declarant, until the Declarant's Resignation Event, shall be entitled to designate one (1) Director (same constituting the "Initial Elected Board"). Declarant reserves and shall have the right, until the Declarant's Resignation Event, to name the successor, if any, to any Director it has so designated.

F. The Board shall continue to be so designated and elected, as described in Paragraph 'E' above, at each subsequent "Annual Members' Meeting" (as defined in the Bylaws), until the Annual Members' Meeting following the Declarant's Resignation Event or until he is removed in the manner hereinafter provided.

A Director (other than a Declarant-appointed Director) may be removed from office upon the affirmative vote of a majority of Owners, for any reason deemed to be in the best interests of the Owners. A meeting of the Owners to so remove a Director (other than a Declarant-appointed Director) shall be held upon the written request of ten percent (10%) of the Owners.

G. The Initial Election Meeting shall be called by the Association, through the Board, within sixty (60) days after the Purchaser Members are

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properly designated officers, partners or principals of the respective legal entity, and filed with the Secretary of the Association, and such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not filed with the Secretary of the Association, the vote of such Lot shall not be considered for a quorum or for any other purpose.

Notwithstanding the foregoing provisions, whenever any Lot is owned by a husband and wife they may, but shall not be required to, designate a voting member. In the event a certificate designating a voting member is not filed by the husband and wife, the following provisions shall govern their right to vote:

1. Where both are present at a meeting, each shall be regarded as the agent and proxy of the other for purposes of casting the vote for each Lot owned by them. In the event they are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.

2. Where only one (1) spouse is present at a meeting, the person present may cast the Lot vote without establishing the concurrence of the other spouse, absent any prior written notice to the contrary by the other spouse. In the event of prior written notice to the contrary to the Association by the other spouse, the vote of said Lot shall not be considered.

3. Where neither spouse is present, the person designated in a "Proxy" (as defined in the Bylaws) signed by either spouse may cast the Lot vote, absent any prior written notice to the contrary to the Association by the other spouse or the designation of a different Proxy by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a different Proxy by the other spouse, the vote of said Lot shall not be considered.

4. A quorum shall consist of persons entitled to cast at least one-third (1/3) of the total number of votes of the Members.

ARTICLE VI TERM

The term for which this Association is to exist shall be perpetual. In the event of dissolution of the Association (unless same is reinstituted), other than incident to a merger or consolidation, all of the assets of the Association shall be conveyed to a similar homeowners' association or a public agency having a similar purpose, or any Member may petition the appropriate circuit court of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and its properties in the place and stead of the dissolved Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties.

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**ARTICLE VII
INCORPORATOR**

The name and address of the Incorporator of these Articles are:

Theresa Fowler
1401 University Drive, Suite 200
Coral Springs, Florida 33071

**ARTICLE VIII
OFFICERS**

The affairs of the Association shall be managed by the President of the Association, assisted by the Vice President(s), Secretary and Treasurer, and, if any, by the Assistant Secretary(ies) and Assistant Treasurer(s), subject to the directions of the Board.

The Board shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine. The President shall be elected from amongst the membership of the Board, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, the office of President and a Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

**ARTICLE IX
FIRST OFFICERS**

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President	-	Theresa Fowler
Vice President	-	Alan Fant
Secretary/Treasurer	-	Richard Norwalk

**ARTICLE X
BOARD OF DIRECTORS**

A. The number of Directors on the first Board of Directors of the Association ("First Board") and the "Initial Elected Board" (as hereinafter defined) shall be three (3). The number of Directors elected by the Members subsequent to the "Declarant's Resignation Event" (as hereinafter defined) shall be not less than three (3) nor more than five (5), as the Board shall from time to time determine prior to each meeting at which Directors are to be elected. Except for Declarant-appointed Directors, Directors must be Members or the parents, children or spouse of Members. There shall be only one (1) vote for each Director.

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entitled to elect a majority of Directors as provided in Paragraph D hereof. A notice of meeting shall be forwarded to all Members in accordance with the Bylaws; provided, however, that the Members shall be given at least fourteen (14) days' notice of such meeting. The notice shall also specify the number of Directors which shall be elected by the Purchaser Members and the remaining number of Directors designated by Declarant.

1. When Declarant no longer holds any Lot for sale in the ordinary course of business and all Lots sold by Declarant have been conveyed as evidenced by the recording of instruments of conveyance of such Lots amongst the Public Records of the County, or

2. When Declarant causes the voluntary resignation of all of the Directors designated by Declarant and does not designate replacement Directors.

Upon Declarant's Resignation Event, the Directors elected by Purchaser Members shall elect a successor Director to fill the vacancy caused by the resignation or removal of Declarant's designated Director. This successor Director shall serve until the next Annual Members' Meeting and until his successor is elected and qualified. In the event Declarant's Resignation Event occurs prior to the Initial Election Meeting, the Initial Election Meeting shall be called in the manner set forth in Paragraph G of this Article X, and all of the Directors shall be elected by the Purchaser Members at such meeting.

I. At each Annual Members' Meeting held subsequent to Declarant's Resignation Event, all of the Directors shall be elected by the Members. At the first Annual Members Meeting held after the Initial Election Meeting, a "staggered" term of office of the Board shall be created as follows:

a number equal to fifty percent (50%) of the total number of Directors rounded to the nearest whole number is the number of Directors whose term of office shall be established at two (2) years and the Directors serving for a two (2) year term will be the Directors receiving the most votes at the meeting; and

2. the remaining Directors' terms of office shall be established at one (1) year.

At each Annual Members Meeting thereafter, as many Directors of the Association shall be elected as there are Directors whose regular term of office expires at such time, and the term of office of the Directors so elected shall be for two (2) years, expiring when their successors are duly elected and qualified.

J. The resignation of a Director who has been designated by Declarant or the resignation of an officer of the Association who has been elected by the First Board shall remise, release, acquit, satisfy and forever discharge such

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officer or Director of and from any and all manner of action(s), cause(s) of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Association or Purchaser Members had, now have or will have or which any personal representative, successor, heir or assign of the Association or Purchaser Members hereafter can, shall or may have against said officer or Director for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of such resignation, except for such Director's or officer's willful misconduct or gross negligence.

ARTICLE XI INDEMNIFICATION

Each and every Director and officer of the Association shall be indemnified by the Association against all costs, expenses and liabilities, including attorney and paralegal fees at all trial and appellate levels and postjudgment proceedings, reasonably incurred by or imposed upon him in connection with any negotiations, proceeding, arbitration, litigation or settlement in which he becomes involved by reason of his being or having been a Director or officer of the Association, and the foregoing provision for indemnification shall apply whether or not such person is a Director or officer at the time such cost, expense or liability is incurred. Notwithstanding the above, in the event of any such settlement, the indemnification provisions provided in this Article XI shall not be automatic and shall apply only when the Board approves such settlement and reimbursement for the costs and expenses of such settlement as in the best interest of the Association, and in the event a Director or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification provisions of this Article XI shall not apply. The foregoing right of indemnification provided in this Article XI shall be in addition to and not exclusive of any and all right of indemnification to which a Director or officer of the Association may be entitled under statute or common law.

ARTICLE XII BYLAWS

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

ARTICLE XIII AMENDMENTS

A. Prior to the conveyance by Declarant of a Lot to an Owner, these Articles may be amended only by an instrument in writing signed by the incorporator of these Articles and filed in the Office of the Secretary of State of the State of Florida.

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B. After the conveyance by Declarant of a Lot to an Owner and until the Turnover Date, these Articles may be amended in the following manner:

1. (a) The Board 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 at either the Annual Members' Meeting or a special meeting. Any number of proposed amendments may be submitted to the Members and voted upon by them at one meeting.

(b) Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member within the time and in the manner provided in the Bylaws for the giving of notice of meetings ("Required Notice").

(c) At such meeting, a vote of the Members shall be taken on the proposed amendment(s). The proposed amendment(s) shall be adopted upon receiving the affirmative vote of the Members entitled to cast a majority of the votes of the Members.

2. An amendment may be adopted by a written statement (in lieu of a meeting) signed by all Members and all members of the Board setting forth their intention that an amendment to the Articles be adopted.

C. These Articles may not be amended without the written consent of a majority of the members of the Board.

D. Notwithstanding any provisions of this Article XIII to the contrary, these Articles shall not be amended in any manner which shall prejudice the rights of: (i) Declarant, without the prior written consent thereto by Declarant, for so long as Declarant holds at least one (1) Lot for sale in the ordinary course of business; and (ii) any "Institutional Mortgagee" (as such term is defined in the Protective Covenants) without the prior written consent of such Institutional Mortgagee.

E. Notwithstanding the foregoing provisions of this Article XIII, no amendment to these Articles shall be adopted which shall abridge, amend or alter the rights of Declarant hereunder including, but not limited to, Declarant's right to designate and select members of the First Board or otherwise designate and select Directors as provided in Article X hereof, nor shall any amendment be adopted or become effective without the prior written consent of Declarant.

F. Any instrument amending these Articles shall identify the particular article or articles being amended and shall provide a reasonable method to identify the amendment being made. A certified copy of each of such amendments shall be attached to any certified copy of these Articles, and a copy of each amendment certified by the Secretary of State shall be recorded amongst the Public Records of the County.

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ARTICLE XIV
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 1401 University Drive, Suite 200, Coral Springs, Florida 33071 and the initial registered agent of the Association at that address shall be Alan Fant.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed her signature, this 30th day of March, 1995.

Theresa Fowler
Theresa Fowler

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

Alan Fant Vice President
Alan Fant

Dated: 3/29/95

STATE OF FLORIDA)
COUNTY OF Broward) SS:

The foregoing instrument was acknowledged before me this 30th day of March, 1995, by THERESA FOWLER, the person described as the Incorporator of these Articles who executed the foregoing Articles of Incorporation, who is personally known to me or has produced as identification

Karen P. Hiatt (SEAL)
Notary Public

Karen P. Hiatt
Printed, Typed or Stamped Notary Name

My Commission Expires:

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KAREN P. HIATT
MY COMMISSION # CC03065 EXPIRES
March 12, 1999
BONDED THROUGH FARM INSURANCE

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95 APR -5 PM 2:55
SECRETARY OF STATE
TALLAHASSEE, FLORIDA