

N9900000717Y

Department of State
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

SUBJECT: Wellington Green Master Property Owners Association, Inc.
(Proposed corporate name - must include suffix)

200003059112--5
-12/02/99--01058--018
*****79.75 *****78.75

Enclosed is an original and one(1) copy of the articles of incorporation and a check for :

\$70.00
Filing Fee

\$78.75
Filing Fee
& Certificate of Status

\$78.75
Filing Fee
& Certified Copy

\$87.50
Filing Fee,
Certified Copy
& Certificate of
Status

ADDITIONAL COPY REQUIRED

FROM: UCC Filing & Search Services, Inc.
Name (Printed or typed)

526 E. Park Ave.
Address

Tallahassee, FL 32301
City, State & Zip

Daytime Telephone number

FILED
99 DEC - 2 PM 12: 58
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

NOTE: Please provide the original and one copy of the articles.

T. SMITH DEC 07 1999

©



RECEIVED

99 DEC -7 PM 12:31

FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

December 2, 1999

UCC FILING & SEARCH SERVICES, INC.
526 E. PARK AVE.
TALLAHASSEE, FL 32301

SUBJECT: WELLINGTON GREEN MASTER PROPERTY OWNERS
ASSOCIATION, INC.
Ref. Number: W99000027568

TO: TRACY SMITH
Please give original file
date, if possible.
Thank!
-Jorie

We have received your document for WELLINGTON GREEN **MASTER** PROPERTY OWNERS ASSOCIATION, INC. and your check(s) totaling \$79.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

The name designated in your document is unavailable since it is the same as, or it is not distinguishable from the name of an existing entity.

Please select a new name and make the correction in all appropriate places. One or more major words may be added to make the name distinguishable from the one presently on file.

Adding "of Florida" or "Florida" to the end of a name is not acceptable.

Please return the original and one copy of your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6927.

Tracy Smith
Document Specialist

Letter Number: 499A00057047

**ARTICLES OF INCORPORATION
OF
WELLINGTON GREEN MASTER PROPERTY OWNERS ASSOCIATION, INC.
(a Florida not-for-profit corporation)**

In order to form a corporation not-for-profit, for the purposes and with the powers set forth herein, under and in accordance with the provisions of Chapter 617 of the Florida Statutes, the undersigned, by these Articles of Incorporation (the "**Articles**"), hereby certifies as follows:

**ARTICLE I
DEFINITIONS**

1.1 All terms which are defined in the Wellington Green Declaration of Covenants, Restrictions and Easements ("**Declaration**") shall be used herein with the same meanings as defined in said Declaration.

1.2 "**Master Association**" as used herein shall mean the Florida corporation not-for-profit formed by these Articles, and its successors and assigns.

**ARTICLE II
NAME OF MASTER ASSOCIATION**

2.1 The name of the Master Association is **Wellington Green Master Property Owners Association, Inc.**

**ARTICLE III
PURPOSES**

3.1 The purposes for which the Master Association is organized are to provide for or assure the maintenance, preservation and development review of the Lots and Common Areas within the Community, as described in the Declaration recorded or to be recorded in the Public Records of Palm Beach County, Florida, and to operate the Community and promote the health, safety and welfare of the Owners within the Community.

**ARTICLE IV
POWERS**

4.1 The Master Association shall have the power and authority to:

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TALLAHASSEE, FLORIDA

4.1.1 Exercise all of the powers and privileges and perform all of the duties and obligations of the Master Association as set forth in the Declaration, as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length and made a part hereof;

4.1.2 Assess, levy, collect and enforce payment by any lawful means, of all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith, including all office expenses, licenses, taxes or governmental charges incident to the conduct of the business of the Master Association;

4.1.3 To acquire, own, improve, operate, maintain, preserve, replace, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property within the Community in connection with the business and affairs of the Master Association;

4.1.4 Borrower money and mortgage, pledge, or hypothecate any or all of the real or personal property owned by the Master Association as security;

4.1.5 Dedicate, sell or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes.

4.1.6 Operate and maintain the Common Areas, including the surface water management system as permitted under South Florida Water Management District Permit issued for the Community, as amended.

4.1.7 Employ personnel and retain independent contractors and professionals; enter into service contracts to provide for the maintenance, operation and management of property; and enter into any other agreements consistent with the purposes of the Master Association, including, but not limited to, agreements for professional management, and to delegate to such professional management or to any governmental agency certain powers and duties of the Master Association;

4.1.8 Make, establish and enforce reasonable rules and regulations governing the use of the Community or any portions thereof, including without limitation the Common Areas. Such rules and regulations shall not prevent or restrict any uses permitted under the Development Order governing the Community;

4.1.9 Contract with the Acme Improvement District and other governmental agencies;

4.1.10 Bring legal actions to enforce or seek a declaration of its rights or be sued in any applicable court.

4.1.11 Grant easements on or through the Common Areas or any portion thereof;

4.1.12 Enforce the provisions of the Declaration, these Articles, the Bylaws, and the Rules and Regulations governing the use of the Community, as the same may be amended from time to time;

4.1.13 To have the irrevocable right of access to each Lot and Unit during reasonable hours, when necessary, for the maintenance, repair or replacement of any of the Common Areas or for making emergency repairs to a Lot or Unit or Improvements thereon necessary to prevent damage to the Common Areas.

4.1.14 Do all and everything necessary and appropriate for the accomplishment of the purposes enumerated in these Articles or any amendment hereof, necessary or incidental to the attainment of the objectives of the Master Association.

4.2 The foregoing shall be construed as powers in addition to and not in limitation of the general powers conferred from time to time by the laws of the State of Florida, including the powers set forth in Chapter 617, Florida Statutes; and it is hereby expressly provided that the enumeration of specific powers shall not be held to limit or restrict in any manner the powers of the Master Association, and that the Master Association shall and may do all and everything necessary, suitable or proper for the accomplishment of any of the purposes or objectives set forth herein or in the Declaration.

ARTICLE V PRINCIPAL OFFICE

5.1 The address of the principal office of this Master Association is:

Wellington Green Master Property
Owners Association, Inc.
7900 Glades Road, Suite 510
Boca Raton, FL 33434-4150
Attn: Gary Koolik

ARTICLE VI BOARD OF DIRECTORS AND OFFICERS

6.1 *Number and Qualifications.* The business and affairs of the Master Association shall be managed and governed by a Board of Directors (the "Directors"). The numbers of Directors constituting the initial Board of Directors shall be three (3). The number of Directors may be increased or decreased from time to time in accordance with the Bylaws of the Master Association, but in no event shall there be less than three (3) Directors. Directors need not be Members of the Master Association.

6.2 *Duties and Powers.* All of the duties and powers of the Master Association existing under the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors and employees, subject only to approval by Voting Members of the Master Association when such approval is specifically required.

6.3 *Election; Removal.* Directors of the Master Association shall be elected at the Annual Meeting of the Voting Members in the manner determined by and subject to the qualifications set forth in the Bylaws. Cumulative voting shall be in effect for the election of Directors. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

6.4 *Term of Initial Directors.* The Declarant shall appoint the members of the first Board of Directors, and their replacements if a vacancy is created on the first Board, who shall hold office for the period described in the Bylaws.

6.5 *Initial Directors.* The names and addresses of the initial Board of Directors who shall hold office until their successors are elected and have taken office, as provided in the Bylaws, are as follows:

<u>Name</u>	<u>Address</u>
Ralph B. Jacobsohn	7900 Glades Road, Suite 510 Boca Raton, FL 33434
Gary R. Koolik	7900 Glades Road, Suite 510 Boca Raton, FL 33434
Michael J. O'Connell	c/o Taubman Company 200 East Long Lake Road Bloomfield Hills, MI 48303

ARTICLE VII OFFICERS

7.1 The affairs of the Master Association shall be administered by the officers holding the offices designated in the Bylaws (the "Officers"). The Officers shall be elected by the Board of Directors of the Master Association at its first meeting following each Annual Meeting of the Voting Members of the Master Association and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal of Officers, for filling vacancies and for the duties of the Officers. Prior to the first Annual Meeting of the Voting Members of the Master Association, the Officers shall be designated by the initial Board of Directors.

ARTICLE VIII
TRANSACTIONS IN WHICH DIRECTORS
OR OFFICERS ARE INTERESTED

8.1 No contract or transaction between the Master Association and one or more of its Directors or Officers, or between the Master Association and any other entity or organization in which one or more of its officers or directors are Officers or Directors of the Master Association shall be invalid, void or voidable solely because the contract or transaction is deemed to be one in which Directors and/or Officers are interested parties. The contract or transaction shall not be invalid, void or voidable because an interested Officer or Director was present at, or participated in, meetings of the Board of Directors or a committee thereof, which authorized the contract or transaction, or solely because said interested Officer's or Director's votes were counted for purposes of authorizing the contract or transaction.

ARTICLE IX
MEMBERSHIP

9.1 Every person or entity who is an Owner of any Lot or Unit located in the Community shall be a member of the Master Association. No other persons or entities shall be entitled to membership. Any person or entity which holds an interest in a Lot or Unit in the Community merely as security for the performance of an obligation shall not be a member of the Master Association unless and until such holder of a security interest acquires title pursuant to foreclosure or judicial proceeding or deed-in-lieu of foreclosure. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Unit. Each Owner shall automatically become a member of the Master Association upon title to the Lot or Unit being conveyed by deed or other form of conveyance to such Owner and upon the recording thereof among the Public Records of Palm Beach County, Florida, or upon a transfer of title by operation of law.

9.2 The membership of any party shall be automatically terminated upon the Member being divested of title to all Lots and Units owned by such Member in the Community. Membership is non-transferrable except as appurtenant to a Lot or Unit.

ARTICLE X
VOTING

10.1 Voting by Members and Voting Members shall be as follows:

10.1.1 Votes by the Members may be cast for the election of a Voting Member to represent a class in such manner as provided for in the Declaration and these Articles;

10.1.2 Votes by the Voting Members may be cast to authorize actions by the Master Association as provided in the Declaration, these Articles and the Bylaws;

10.1.3 Until such time as the property comprising the Community is encumbered by the recordation of the Declaration, the membership of the Master Association shall be comprised solely of the Incorporator to these Articles, who shall be entitled to vote on all matters on which the membership shall be entitled to vote pursuant to the provisions of the Declaration, these Articles and the Bylaws.

ARTICLE XI AMENDMENT

11.1 Amendments to these Articles shall be enacted in the following manner:

11.1.1 *Proposal.* Amendments to the Articles may be proposed by the Board of Directors of the Master Association acting upon a vote of the majority of the Directors, or by a majority of the Voting Members of the Master Association whether meeting as Voting Members or by instrument in writing signed by them. Such proposed amendment(s) shall be transmitted to the President of the Master Association, or other officer of the Master Association in the absence of the President, who shall thereupon call a special meeting of the Voting Members of the Master Association on a date not less than seven (7) days prior to the date of the special meeting where the Amendment(s) will be voted upon. Upon call of a special meeting, it shall be the duty of the Secretary to give to each Member and Voting Member written or printed notice of such special meeting, stating the time and place thereof, and reciting the proposed Amendment(s) in reasonably detailed form. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notices pursuant to this paragraph, if mailed, shall be deemed to be properly given when deposited in the United States mail, first class, postage prepaid, and addressed to the Member and Voting Member at his/her post office address as it appears on the records of the Master Association.

11.1.2 *Adoption.* At the special meeting, the Amendment(s) proposed must be approved by an affirmative vote of two-thirds of the total number of Voting Members in order for such Amendment(s) to become effective. Thereupon, such Amendment(s) of the Articles shall be transcribed and certified by the President and Secretary of the Master Association as having been duly adopted and the original or an executed copy of such Amendment(s) shall be filed with the Secretary of State of Florida, and thereafter recorded promptly in the Public Records of Palm Beach County, Florida. At any meeting held to consider such Amendment(s), the written vote of any Voting Member of the Master Association shall be recognized even if such Voting Member is not in attendance at such meeting or represented at the meeting by limited proxy, provided such written vote is given to the Secretary of the Master Association at or prior to such meeting.

11.1.3 *Limitation.* No amendment shall make any changes in the qualifications for membership, nor the voting rights of Voting Members, nor any changes in Articles III, IV or XVII of the Articles entitled "Purposes," "Powers" and "Indemnification," respectively, without the approval in writing of all Voting Members. No amendment shall be made that is in conflict with the Declaration, nor shall any amendment make changes which would in any way affect the rights, privileges, powers or options herein provided in favor of or reserved to the Declarant, including this

Paragraph 11.1.3, unless the Declarant shall join in the execution of the amendment. Notwithstanding anything to the contrary contained herein, until Declarant has turned over control of the Master Association as provided in the Declaration, no amendment to these Articles shall be effective unless the Declarant shall consent to and join in the execution of the amendment.

ARTICLE XII
INCORPORATOR

12.1 The name and post office address of the Incorporator signing these Articles of Incorporation are as follows:

Steven R. Parson, Esq.
Ruden, McClosky, Smith, Schuster & Russell, P.A.
222 Lakeview Avenue, Suite 800
West Palm Beach, FL 33401

ARTICLE XIII
REGISTERED AGENT

13.1 The name of the initial registered agent and the address of the initial registered office of the Master Association is as follows:

NRAI Services, Inc.
526 E. Park Ave.
Tallahassee, Florida 32301

ARTICLE XIV
MEMBERS

14.1 The Master Association shall be a membership corporation not-for-profit without certificates or shares of stock. All Owners shall be Members of this Master Association.

ARTICLE XV
DISSOLUTION

15.1 The Master Association may be dissolved with the unanimous vote of all Voting Members. Written notice of a proposal to dissolve, setting forth the reasons therefor and the disposition to be made of the assets (which shall be consistent with this Article), shall be mailed to every Owner not less than seven (7) days nor more than fifty (50) days in advance of any action to be taken. Upon dissolution of the Master Association, other than incident to a merger or consolidation, the assets of the Master Association, including the surface water management system, shall be dedicated or conveyed to any appropriate agency of local government to be used for purposes similar to those for which this Master Association was created. In the event that such

dedication or conveyance is not accepted, such assets shall be granted, conveyed and assigned to a not-for-profit corporation, association, trust or other organization devoted to similar purposes.

ARTICLE XVI
DURATION

16.1 The duration of the Master Association shall be perpetual.

ARTICLE XVII
INDEMNIFICATION


17.1 Every Director and every Officer of the Master Association shall be indemnified by the Master Association against all costs, expenses and liabilities, including legal fees reasonably incurred by or imposed upon him or her in connection with any proceeding, litigation or dispute in which he or she may be a party, or in which he or she may become involved, by reason of his or her being or having been a Director or Officer of the Master Association, whether or not he or she is a Director or Officer at the time such cost, expense or liability is incurred, except in such cases where the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties. Provided, however, that in the event of a settlement of any proceeding, litigation or dispute, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interest of the Master Association. The foregoing right of indemnification shall be in addition to and not exclusive of any and all rights to which such Director or Officer may be entitled by common or statutory law.

ARTICLE XVIII
BYLAWS

18.1 The Bylaws of the Master Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the Bylaws and the Declaration.

IN WITNESS WHEREOF, the undersigned, being the Incorporator herein, has made and subscribed these Articles of Incorporation this 1st day of December, 1999, and the undersigned registered agent hereby states that it is familiar with and accepts the duties and responsibilities as registered agent for this Master Association.

INCORPORATOR:


Steven R. Parson, Esq.

ACCEPTANCE OF REGISTERED AGENT

Having been designated to accept service of process for the above-stated corporation, at the place set forth hereinabove, I hereby accept such designation and agree to act in such capacity and hereby state that I am familiar with and accept the duties and responsibilities as registered agent for this Master Association and agree to comply with the provisions of Section 607.0505 of the Florida Statutes.

NRAI SERVICES, INC.

Dated: December 2, 1999

By: Betty B. Young
Registered Agent
Betty B. Young, Assistant Secretary

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TALLAHASSEE, FLORIDA