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CT CORPORATION SYSTEM

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TALLAHASSEE, FLORIDA

CORPORATION(S) NAME

Palma at Mizner Country Club Neighborhood Association, Inc.

<input checked="" type="checkbox"/> Profit - <i>Ants.</i>	<input type="checkbox"/> Amendment	<input type="checkbox"/> Merger
<input type="checkbox"/> Nonprofit		
<input type="checkbox"/> Foreign	<input type="checkbox"/> Dissolution/Withdrawal	<input type="checkbox"/> Mark
	<input type="checkbox"/> Reinstatement	
<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Annual Report	<input type="checkbox"/> Other
<input type="checkbox"/> LLC	<input type="checkbox"/> Name Registration	<input type="checkbox"/> Change of RA
	<input type="checkbox"/> Fictitious Name	<input type="checkbox"/> UCC
<input checked="" type="checkbox"/> Certified Copy	<input type="checkbox"/> Photocopies	<input type="checkbox"/> CUS
<input type="checkbox"/> Call When Ready	<input type="checkbox"/> Call If Problem	<input type="checkbox"/> After 4:30
<input checked="" type="checkbox"/> Walk In	<input type="checkbox"/> Will Wait	<input checked="" type="checkbox"/> Pick Up
<input type="checkbox"/> Mail Out		

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Order#: 4964878

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Amount: \$ \_\_\_\_\_

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TALLAHASSEE, FLORIDA

**ARTICLES OF INCORPORATION**  
**FOR**  
**PALMA AT MIZNER COUNTRY CLUB NEIGHBORHOOD**  
**ASSOCIATION, INC.**

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

**ARTICLE 1  
NAME**

The name of the corporation shall be **PALMA AT MIZNER COUNTRY CLUB NEIGHBORHOOD ASSOCIATION, INC.** For convenience, the corporation shall be referred to in this instrument as the "Neighborhood Association," these Articles of Incorporation as the "Articles," and the By-Laws of the Association as the "By-Laws."

**ARTICLE 2  
OFFICE**

The principal office and mailing address of the Neighborhood Association shall be at 5300 West Atlantic Avenue, Suite 300, Delray Beach, FL 33484, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Neighborhood Association shall be kept at its principal office or at such other place as may be permitted by Chapter 617, Florida Statutes, the Florida Not For Profit Corporation Act (the "Act").

**ARTICLE 3  
PURPOSE**

The objects and purposes of the Neighborhood Association are those objects and purposes as are authorized by the **Declaration of Neighborhood Covenants for Palma at Mizner Country Club**, recorded (or to be recorded) in the Public Records of Palm Beach County Florida, as hereafter amended and/or supplemented from time to time (the "Declaration" or "Neighborhood Covenants"). All of the definitions set forth in the Neighborhood Covenants are hereby incorporated herein by this reference. The further objects and purposes of the Neighborhood Association are to preserve the values and amenities in The Properties and to maintain the Neighborhood Common Properties thereof for the benefit of the Owners who become Members of the Neighborhood Association.

**ARTICLE 4  
DEFINITIONS**

The terms used in these Articles shall have the same definitions and meanings as those set forth in the Neighborhood Covenants, unless herein provided to the contrary, or unless the context otherwise requires.

## **ARTICLE 5**

### **POWERS**

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

- 5.1 **General.** The Neighborhood Association shall have all of the common-law and statutory powers of a corporation not for profit under the laws of Florida, except as expressly limited or restricted by applicable law, the terms of these Articles, the Neighborhood Covenants or the By-Laws.
- 5.2 **Enumeration.** In addition to the powers set forth in **Section 5.1** above, the Neighborhood Association shall have all of the powers and duties reasonably necessary to operate The Neighborhood Properties pursuant to the Neighborhood Covenants and as more particularly described in the By-Laws, as they may be amended from time to time, including, but not limited to, the following:
- (a) To make and collect Assessments and other charges against Members as Owners (whether or not such sums are due and payable to the Neighborhood Association), and to use the proceeds thereof in the exercise of its powers and duties.
  - (b) To buy, accept, own, operate, lease, sell, trade and mortgage both real and personal property in accordance with the provisions of the Neighborhood Covenants.
  - (c) To maintain, repair, replace, reconstruct, add to and operate the Neighborhood Common Properties, and other property acquired or leased by the Neighborhood Association.
  - (d) To purchase insurance upon the Neighborhood Common Properties and insurance for the protection of the Neighborhood Association, its officers, directors and Owners.
  - (e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of The Properties and for the health, comfort, safety and welfare of the Owners.
  - (f) To approve or disapprove the leasing, transfer, ownership and possession of Units as may be provided by the Neighborhood Covenants.
  - (g) To enforce by legal means the provisions of the Neighborhood Covenants, these Articles, the By-Laws, the rules and regulations for the use of the Neighborhood Common Properties and applicable law.
  - (h) To contract for the management and maintenance of the Neighborhood Common Properties and to authorize a management agent (which may be

an affiliate of the Declarant) to assist the Neighborhood 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 maintenance, repair and replacement of the Neighborhood Common Properties with such funds as shall be made available by the Neighborhood Association for such purposes. The Neighborhood Association and its officers shall, however, retain at all times the powers and duties to make Assessments, promulgate rules and execute contracts on behalf of the Neighborhood Association.

- (i) To employ personnel to perform the services required for the proper operation of the Neighborhood Common Properties.
- (j) To execute all documents or consents, on behalf of all Owners of Lots (and their mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unities of title, covenants in lieu thereof, etc.), and in that regard, each Owner of a Lot, by acceptance of the deed to such Owner's Unit, and each mortgagee of a Unit Owner by acceptance of a lien on said Unit, appoints and designates the President of the Neighborhood Association as such Owner's agent and attorney-in-fact to execute any and all such documents or consents.
- (k) To perform all duties and functions delegated to the Neighborhood Association by the Master Association.

5.3 Neighborhood Association Property. All funds and the title to all properties acquired by the Neighborhood Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Neighborhood Covenants, these Articles and the By-Laws.

5.4 Distribution of Income; Dissolution. The Neighborhood Association shall not pay a dividend to its members and shall make no distribution of income to its members, directors or officers, and upon dissolution, all assets of the Neighborhood Association shall be transferred only to another non-profit corporation or a public agency or as otherwise authorized by the Florida Not For Profit Corporation Act (Chapter 617, Florida Statutes).

5.5 Limitation. The powers of the Neighborhood Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Neighborhood Covenants, the By-Laws and applicable law, provided that in the event of conflict, the provisions of applicable law shall control over those of the Neighborhood Covenants and By-Laws.

**ARTICLE 6**  
**MEMBERS**

- 6.1 **Membership.** The members of the Neighborhood Association shall consist of the Declarant and all of the record title owners of Lots within The Neighborhood Properties from time to time.
- 6.2 **Assignment.** The share of a member in the funds and assets of the Neighborhood Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Lot or other property for which that share is held.
- 6.3 **Voting.** The Neighborhood Association shall have two (2) classes of voting membership:

**Class A Members** shall be all those Owners, as defined in **Section 6.1**, with the exception of the Declarant (as long as the Class B Membership shall exist, and thereafter, the Declarant shall be a Class A Member to the extent it would otherwise qualify). Each Class A Member shall have one (1) vote for each Lot within the Neighborhood Properties it owns.

**Class B Member.** The Class B Voting Member shall be the Declarant, or a representative thereof, who shall have and cast one (1) vote in all Association matters, plus ten (10) votes for each vote which may be cast, in the aggregate, by the Class A Members. Such Class B Voting Member may be removed and replaced by the Declarant in its sole discretion. The Class B membership shall cease and terminate at such time as the Declarant elects, but in no event later than the time period set forth in **Section 6.5** below.

All votes shall be exercised or cast in the manner provided by the Neighborhood Covenants and By-Laws.

- 6.4 **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.
- 6.5 **Proviso.** Unless the Class B Voting Member elects to terminate the Class B Membership sooner, the Class B Membership shall cease and terminate: (a) three months after ninety (90%) percent of the Lots that will be ultimately located in The Neighborhood Properties have been conveyed to purchasers; or (b) fifteen (15) years after recordation of the Declaration, whichever occurs first. Notwithstanding anything to the contrary contained herein, as provided in Section 617.307, Florida Statutes, conveyances to Builders (as defined in the Neighborhood Covenants) shall not be counted as having been conveyed to purchasers for the purpose of determining whether ninety percent (90%) of the Lots have been conveyed to purchasers. The Declarant is entitled (but not obligated) to elect at least one (1) member of the Board of Directors as long as the



Declarant holds for sale in the ordinary course of business five percent (5%) of the Lots that will be operated ultimately by the Neighborhood Association.

The Declarant may transfer control of the Neighborhood Association to Owners other than the Declarant prior to such dates in its sole discretion by causing enough of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Owners of Lots within the Neighborhood Properties other than the Declarant to elect Directors and assume control of the Neighborhood Association. Provided at least fourteen (14) days' notice of Declarant's decision to cause its appointees to resign is given to Owners of Lots within the Neighborhood Properties, neither the Declarant, nor such appointees, shall be liable in any manner in connection with such resignations even if the Lot Owners of Lots within the Neighborhood Properties other than the Declarant refuse or fail to assume control.

Within seventy five (75) days after the Owners other than the Declarant are entitled to elect a member or members of the Board of Directors, or sooner if the Declarant has elected to accelerate such event as aforesaid, the Neighborhood Association shall call, and give not less than sixty (60) days' notice of an election for the member or members of the Board of Directors. The notice may be given by any Owner of a Lot within The Neighborhood Properties if the Neighborhood Association fails to do so.

Within ninety (90) days after the Owners of Lots within the Neighborhood Properties other than the Declarant are entitled to elect a majority of the members of the Board of Directors of the Neighborhood Association, the Declarant shall relinquish control of the Neighborhood Association and such Owners shall accept control. Within ninety (90) days after Owners other than the Declarant are entitled to elect a majority of the members of the Board of Directors of the Neighborhood Association, Declarant shall deliver to the Neighborhood Association, at Declarant's expense, all property of the Neighborhood Association held or controlled by the Declarant, including, but not limited to, the following items, if applicable:

- (a) All deeds to Neighborhood Common Properties owned by the Neighborhood Association.
- (b) The original or a photocopy of the recorded Neighborhood Declaration, and all amendments thereto.
- (c) A certified copy of the Articles of Incorporation of the Neighborhood Association and each amendment thereto.
- (d) A copy of the By-Laws of the Neighborhood Association and each amendment.

- (e) The minute book, including all minutes of meetings of the Board of Directors and the Members, and other books and records of the Neighborhood Association, which must be retained for at least seven (7) years by the Neighborhood Association.
- (f) The current rules and regulations of the Neighborhood Association.
- (g) Resignations of resigning officers and Board members who are required to resign because Declarant is required to relinquish control of the Neighborhood Association.
- (h) The financial and accounting records of the Neighborhood Association, kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and accounting records must include:
  - (i) accurate, itemized and detailed records of all receipts and expenditures;
  - (ii) a current account and a periodic statement of the account for each Member, designating the name and current address of each member who is obligated to pay assessments, the due date of each assessment or other charge against the Member, the date and amount of each payment on the account, and the balance due;
  - (iii) All tax returns, financial statements, and financial reports of the Neighborhood Association; and
  - (iv) Any other records that identify, measure, record or communicate financial information.
- (i) All Neighborhood Association funds or the control thereof.
- (j) All tangible property of the Neighborhood Association.
- (k) A copy of all contracts which may be in force with the Neighborhood Association as one of the parties.
- (l) A list of the names, addresses and telephone numbers of all contractors, subcontractors or others in the current employ of the Neighborhood Association.
- (m) All of the Neighborhood Association's insurance policies or a copy thereof, which must be retained for at least seven (7) years.
- (n) All permits issued to the Neighborhood Association by governmental entities.

- (o) Any and all warranties in effect.
- (p) A roster of current Members and their primary addresses and Lot identification.
- (q) All employment and service contracts in effect.
- (r) All other contracts in effect to which the Association is a party.

#### **ARTICLE 7** **INCORPORATOR**

The name and address of the Incorporator of this Corporation are:

**NAME**

**ADDRESS**

Dan Grosswald

5300 West Atlantic Avenue  
Suite 300  
Delray Beach, FL 33484

#### **ARTICLE 8** **TERM OF EXISTENCE**

The Neighborhood Association shall have perpetual existence.

#### **ARTICLE 9** **OFFICERS**

The affairs of the Neighborhood Association shall be administered by the officers holding the offices designated in the By-Laws. The officers shall be elected by the Board of Directors of the Neighborhood Association at its first meeting following the annual meeting of the members of the Neighborhood Association and shall serve at the pleasure of the Board of Directors. The By-Laws may provide for the removal from office of officers, for filling vacancies and for the duties and qualifications of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

**President:**

Dan Grosswald

5300 West Atlantic Avenue  
Suite 300  
Delray Beach, FL 33484

Vice President/Treasurer:

Joseph Pease  
5300 West Atlantic Avenue  
Suite 300  
Delray Beach, FL 33484

Secretary:

Ronald A. Blum  
5300 West Atlantic Avenue  
Suite 300  
Delray Beach, FL 33484

**ARTICLE 10**  
**DIRECTORS**

- 10.1 Number and Qualification. The property, business and affairs of the Neighborhood Association shall be managed by a 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 nor more than five (5) directors. Directors need not be members of the Neighborhood Association. However, other than Directors appointed by the Declarant, every Director must be an Owner of a Lot (or if a Lot is owned by a legal entity such as a trust, corporation, partnership or limited liability company, every Director other than Directors appointed by Declarant must be a beneficiary, trustee, equity owner, officer, director or partner of such entity, as applicable).
- 10.2 Duties and Powers. All of the duties and powers of the Neighborhood Association existing under the Act, the Neighborhood Covenants, these Articles and the By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Lot Owners through their Voting Members when such approval is specifically required.
- 10.3 Election; Removal. Directors of the Neighborhood 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 of Directors shall be filled in the manner provided by the By-Laws.
- 10.4 Term of Declarant's Directors. The Declarant shall appoint the members of the first Board of Directors and their replacements who shall hold office for the periods described in the By-Laws.
- 10.5 First Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have taken office, as provided in the By-Laws, are as follows:

NAME

ADDRESS

Dan Grosswald

5300 West Atlantic Avenue  
Suite 300  
Delray Beach, FL 33484

Joseph Pease

5300 West Atlantic Avenue  
Suite 300  
Delray Beach, FL 33484

Ronald A. Blum

5300 West Atlantic Avenue  
Suite 300  
Delray Beach, FL 33484

- 10.6 Standards. A Director shall discharge his duties as a director, including any duties as a member of a Committee: in good faith; with the care an ordinary prudent person in a like position would exercise under similar circumstances; and in a manner reasonably believed to be in the best interests of the Neighborhood Association. Unless a Director has knowledge concerning a matter in question that makes reliance unwarranted, a Director, in discharging his duties, may rely on information, opinions, reports or statements, including financial statements and other data, if prepared or presented by: one or more officers or employees of the Neighborhood Association whom the Director reasonably believes to be reasonable and competent in the manners presented; legal counsel, public accountants or other persons as to matters the Director reasonably believes are within the persons' professional or expert competence; or a Committee of which the Director is not a member if the Director reasonably believes the Committee merits confidence. A Director is not liable for any action taken as a director, or any failure to take action, if he performed the duties of his office in compliance with the foregoing standards.

ARTICLE 11

INDEMNIFICATION PROVISIONS

- 11.1 Indemnitees. The Neighborhood Association shall indemnify any person who was or is a party to any proceeding (other than an action by, or in the right of, the Neighborhood Association) by reason of the fact that he is or was a director, officer, employee or agent (each, an "Indemnatee") of the Neighborhood Association, against liability incurred in connection with such proceeding, including any appeal thereof, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Neighborhood Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any proceeding by judgment, order, settlement, or 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 interests of the Neighborhood Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

- 11.2 Indemnification. The Neighborhood Association shall indemnify any person, who was or is a party to any proceeding by or in the right of the Neighborhood Association to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee, or agent of the Neighborhood Association against expenses and amounts paid in settlement not exceeding, in the judgment of the board of directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof. Such indemnification shall be authorized if such person acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Neighborhood Association, except that no indemnification shall be made under this **Section 11.2** in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable unless, and only to the extent that, the court in which such proceeding was brought, or any other court of competent jurisdiction, shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.
- 11.3 Indemnification for Expenses. To the extent that a director, officer, employee, or agent of the Neighborhood Association has been successful on the merits or otherwise in defense of any proceeding referred to in **Section 11.1** or **11.2**, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses actually and reasonably incurred by him in connection therewith.
- 11.4 Determination of Applicability. Any indemnification under **Section 11.1** or **Section 11.2**, unless pursuant to a determination by a court, shall be made by the Neighborhood Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee, or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in **Section 11.1** or **Section 11.2**. Such determination shall be made:
- (a) By the board of directors by a majority vote of a quorum consisting of directors who were not parties to such proceeding;
  - (b) If such a quorum is not obtainable or, even if obtainable, by majority vote of a Committee duly designated by the Board of Directors (in which directors who are parties may participate) consisting solely of two or more Directors not at the time parties to the proceeding;

- (c) By independent legal counsel:
  - 1. selected by the Board of Directors prescribed in paragraph (a) or the committee prescribed in paragraph (b); or
  - 2. if a quorum of the Directors cannot be obtained for paragraph (a) and the Committee cannot be designated under paragraph (b), selected by majority vote of the full Board of Directors (in which Directors who are parties may participate); or
- (d) By a majority of the voting interests of the members of the Neighborhood Association who were not parties to such proceeding.

11.5 Determination Regarding Expenses. Evaluation of the reasonableness of expenses and authorization of indemnification shall be made in the same manner as the determination that indemnification is permissible. However, if the determination of permissibility is made by independent legal counsel, persons specified by paragraph (c) shall evaluate the reasonableness of expenses and may authorize indemnification.

11.6 Advancing Expenses. Expenses incurred by an officer or director in defending a civil or criminal proceeding may be paid by the Neighborhood Association in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if he is ultimately found not to be entitled to indemnification by the Neighborhood Association pursuant to this section. Expenses incurred by other employees and agents may be paid in advance upon such terms or conditions that the Board of Directors deems appropriate.

11.7 Exclusivity; Exclusions. The indemnification and advancement of expenses provided pursuant to this **Article 11** are not exclusive, and the Neighborhood Association may make any other or further indemnification or advancement of expenses of any of its directors, officers, employees, or agents, under any bylaw, agreement, or vote of disinterested directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. However, indemnification or advancement of expenses shall not be made to or on behalf of any director, officer, employee, or agent if a judgment or other final adjudication establishes that his actions, or omissions to act, were material to the cause of action so adjudicated and constitute:

- (a) A violation of the criminal law, unless the director, officer, employee, or agent had reasonable cause to believe his conduct was lawful or had no reasonable cause to believe his conduct was unlawful;
- (b) A transaction from which the director, officer, employee, or agent derived an improper personal benefit; or

- (c) Willful misconduct or a conscious disregard for the best interests of the Neighborhood Association in a proceeding by or in the right of the Neighborhood Association to procure a judgment in its favor or in a proceeding by or in the right of the members of the Neighborhood Association.
- 11.8 Continuing Effect. Indemnification and advancement of expenses as provided in this section shall continue as, unless otherwise provided when authorized or ratified, to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person, unless otherwise provided when authorized or ratified.
- 11.9 Application to Court. Notwithstanding the failure of the Neighborhood Association to provide indemnification, and despite any contrary determination of the Board or of the members in the specific case, a director, officer, employee, or agent of the Neighborhood Association who is or was a party to a proceeding may apply for indemnification or advancement of expenses, or both, to the court conducting the proceeding, to the circuit court, or to another court of competent jurisdiction. On receipt of an application, the court, after giving any notice that it considers necessary, may order indemnification and advancement of expenses, including expenses incurred in seeking court-ordered indemnification or advancement of expenses, if it determines that:
  - (a) The director, officer, employee, or agent is entitled to mandatory indemnification under **Section 11.3** in which case the court shall also order the Neighborhood Association to pay the director reasonable expenses incurred in obtaining court-ordered indemnification or advancement of expenses;
  - (b) The director, officer, employee, or agent is entitled to indemnification or advancement of expenses, or both, by virtue of the exercise by the Neighborhood Association of its power pursuant to **Section 11.7**; or
  - (c) The director, officer, employee, or agent is fairly and reasonably entitled to indemnification or advancement of expenses, or both, in view of all the relevant circumstances, regardless of whether such person met the standard of conduct set forth in **Section 11.1**, **Section 11.2**, or **Section 11.7**, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or acted in a manner he reasonably believed to be not in, or opposed to, the best interest of the Neighborhood Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any 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 or did act in a manner which he reasonably believed to be not in, or opposed to, the best interest of the Neighborhood Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

- 11.10 Definitions. For purposes of this Article 11, the term "expenses" shall be deemed to include attorneys' fees, including those for any appeals; the term "liability" shall be deemed to include obligations to pay a judgment, settlement, penalty, fine, and expenses actually and reasonably incurred with respect to a proceeding; the term "proceeding" shall be deemed to include any threatened, pending, or completed action, suit, or other type of proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal; and the term "agent" shall be deemed to include a volunteer; the term "serving at the request of the Neighborhood Association" shall be deemed to include any service as a director, officer, employee or agent of the Neighborhood Association that imposes duties on such persons.
- 11.11 Amendment. Anything to the contrary herein notwithstanding, no amendment to the provisions of this Article 11 shall be applicable as to any party eligible for indemnification hereunder who has not given his prior written consent to such amendment.

## ARTICLE 12

### BY-LAWS

The first By-Laws of the Neighborhood Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the By-Laws and the Neighborhood Covenants.

## ARTICLE 13

### AMENDMENTS

Amendments to these Articles shall be proposed and adopted by the Board of Directors in the following manner:

- 13.1 Notice. Notice of a proposed amendment shall be included in the notice of any Board of Directors meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in Chapter 617, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.
- 13.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed by a majority of the Board of Directors. Directors not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the Secretary at or prior to

the meeting. The approval must be by not less than a majority of the members of the Board of Directors.

- 13.3 Proviso. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Declarant or Club Owner or mortgagees of Units without the consent of said Declarant or Club Owner or mortgagees in each instance. No amendment shall be made that is in conflict with the Articles or Neighborhood Covenants. No amendment to this **Section 13.3** shall be valid.
- 13.4 Declarant Amendments. Notwithstanding anything herein contained to the contrary, to the extent lawful, the Declarant may amend these Articles consistent with the provisions of the Neighborhood Covenants allowing certain amendments to be effected by the Declarant alone.
- 13.5 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the public records of Palm Beach County, Florida with an identification on the first page thereof of the book and page of said public records where the Neighborhood Covenants were recorded which contains, as an exhibit, the initial recording of these Articles.

**ARTICLE 14**  
**INITIAL REGISTERED OFFICE;**  
**ADDRESS AND NAME OF REGISTERED AGENT**

The initial registered office of this corporation shall be at 1200 South Pine Island Road, Plantation, Florida 33324, with the privilege of having its office and branch offices at other places within or without the State of Florida. The initial registered agent at that address shall be CT Corporation System.

IN WITNESS WHEREOF, the Incorporator has affixed his signature below.

  
\_\_\_\_\_  
Dan Grosswald, Incorporator

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:

First -- That desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing articles of incorporation, in the County of Broward, State of Florida, the Association named in the said articles has named CT Corporation System, located at 1200 South Pine Island Road, Plantation, Florida 33324, as its statutory registered agent.

Having been named the statutory agent of said Neighborhood Association at the place designated in this certificate, I am familiar with the obligations of that position, and hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.

CT CORPORATION SYSTEM

BY: Connie Bryan  
Connie Bryan, Special Asst. Secy.

DATED this 6<sup>th</sup> day of December,  
2001.

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**FILED**  
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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA