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Requester's Name

WEBB ACCOUNTING, INC.
1001 N. W. 10TH STREET, SUITE 100
MIAMI, FL 33136

City/State/Zip

Phone #

600003207336-7
-04/13/00-01064-008
****122.50 *****78.75

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CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. _____
(Corporation Name) (Document #)
2. _____
(Corporation Name) (Document #)
3. _____
(Corporation Name) (Document #)
4. _____
(Corporation Name) (Document #)

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TALLAHASSEE, FLORIDA

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- ☐ Walk in ☐ Pick up time _____ ☐ Certified Copy
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NEW FILINGS

- ☐ Profit
☐ Not for Profit
☐ Limited Liability
☐ Domestication
☐ Other

OTHER FILINGS

- ☐ Annual Report
☐ Fictitious Name

AMENDMENTS

- ☐ Amendment
☐ Resignation of R.A., Officer/Director
☐ Change of Registered Agent
☐ Dissolution/Withdrawal
☐ Merger

REGISTRATION/QUALIFICATION

- ☐ Foreign
☐ Limited Partnership
☐ Reinstatement
☐ Trademark
☐ Other

ARTICLES OF INCORPORATION
OF
MADISON LAKES OF DAVIE HOMEOWNERS ASSOCIATION , INC.
(A Florida Corporation)

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

ARTICLE I
DEFINITIONS

The defined words and phrases when used in these Articles of Incorporation shall have the following meanings:

1. "Articles" mean these Articles of Incorporation of the Association and any amendments hereto.
2. "Assessments" mean any and all assessments which are levied by the Association as in accordance with the provisions of the Protective Covenants or any other **MADISON LAKES OF DAVIE** Documents.
3. "Association" means **MADISON LAKES OF DAVIE** Homeowners Association, Inc., a Florida not-for-profit corporation.
4. "Board" means the Board of Directors of the Association.
5. "Bylaws" mean the Bylaws of the Association and any amendments thereto.
6. "Corporation" means **MADISON LAKES OF DAVIE** Homeowners Association, Inc., a Florida corporation not-for-profit.
7. "County" means Broward County, Florida.
8. "Declarant" means doublep, Inc., a Florida corporation, as more particularly described in the Declaration.
9. "Declaration" means the Declaration of Protective Covenants, Restrictions and Easements for **MADISON LAKES OF DAVIE** recorded _____ in Official Records Book _____, Page _____ of the Public Records of the County, and any and all supplements and amendments thereto.
10. "Director" means a member of the Board.

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11. "Dwelling Unit" means any residential dwelling unit intended as an abode for one family constructed on the Subject Property.

12. "MADISON LAKES OF DAVIE" means the planned community known as "MADISON LAKES OF DAVIE" planned for development upon portions of the "Total Property" (as defined in the Declaration).

13. "MADISON LAKES OF DAVIE Documents" mean, in the aggregate, the Declaration, any supplements, any "Plats", all replats thereof, any "Neighborhood Covenants", the "Rules" (as such terms are defined in the Declaration), the Corporation Articles and the Corporation Bylaws and all of the instruments and documents referred to there as or referred to herein, including, but not limited to, amendments to any of the foregoing, as applicable.

14. "MADISON LAKES OF DAVIE Documents" means, in the aggregate, the Protective Covenants, these Articles, the Bylaws and the MADISON LAKES OF DAVIE Documents and all of the instruments and documents referred to therein.

15. "Lot" means a portion of MADISON LAKES OF DAVIE upon which a single Dwelling Unit is permitted to be erected.

16. "Member(s)" mean any person or entity holding membership in the Association as provided herein.

17. "Owner" means the owner of the fee simple title to a Dwelling Unit or Lot for so long as Declarant is the owner of the fee simple title to any Dwelling Unit or Lot.

18. "Protective Covenants" mean the Neighborhood Covenants known as the Declaration of Protective Covenants, Restrictions and Easements for MADISON LAKES OF DAVIE which is to be recorded among the Public Records of the County.

19. "Subject Property" shall mean and refer to that certain parcel of real property, more particularly described in the Protective Covenants.

ARTICLES OF INCORPORATION OF MADISON LAKES HOMEOWNERS ASSOCIATION, INC.

ARTICLE II
NAME

The name of this Association shall be MADISON LAKES OF DAVIE Homeowners Association , Inc., whose principle address and mailing address is:

LAW OFFICES of Daniel G. Gass P.A. 10001 NW 50th Avenue Suite 204
Sunrise, Florida 33351

ARTICLES OF INCORPORATION OF MADISON LAKES HOMEOWNERS ASSOCIATION, INC.

ARTICLE III
PURPOSE OF THE ASSOCIATION

The purpose for which the Association is organized is to own, operate, administer, maintain and repair certain portions of the Subject Property in accordance with the terms, provisions and conditions contained in the Protective Covenants; to enforce the provisions of the Protective Covenants; and to collect and disburse expenses as contemplated by the MADISON LAKES OF DAVIE Documents.

ARTICLES OF INCORPORATION OF MADISON LAKES HOMEOWNERS ASSOCIATION, INC.

ARTICLE IV
POWERS

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

A. The Association shall have all of the common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of the **MADISON LAKES OF DAVIE** Documents.

B. The Association shall have all of the powers to be granted to the Association in the **MADISON LAKES OF DAVIE** Documents. All provisions of the Protective Covenants and Bylaws which grants powers to the Association are incorporated into these Articles.

C. The Association shall have all of the powers reasonably necessary to implement its purposes including, but not limited to, the following:

1. To make reasonable rules and regulations governing the use of the Subject Property.

2. To make, levy and collect "Annual Assessments", "Special Assessments" (as such terms are defined in the Protective Covenants) and/or any other assessments for the purpose of obtaining funds from the Members to pay for the expenses or changes as contemplated by the **MADISON LAKES OF DAVIE** Documents including, but not limited to, the operational and administrative expenses of the Association and the costs of collection; and to use and expend the proceeds of assessments in the exercise of its powers and duties hereunder;

3. To own, operate, maintain, administer and repair portions of the Subject Property in accordance with the **MADISON LAKES OF DAVIE** Documents;

4. To enforce by legal means the obligations of the Members of the Association and the provisions of the **MADISON LAKES OF DAVIE** Documents;

5. To suspend the voting rights of a Member for any period during which the violation of any of the provisions of the Protective Covenants should continue, such as, but not limited to, any period during which assessments against a Lot or Dwelling Unit remain unpaid, as provided in the Protective Covenants;

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6. To deal with other corporations and the association or representatives thereof on matters of mutual interest;

7. To employ personnel, retain independent contractors and contract for professional personnel required for the management and operation of the Association's duties and enter into any other agreements consistent with the purposes of the Association;

8. To perform any act required or contemplated by it under the **MADISON LAKES OF DAVIE** Documents.

9. To administer and carry out the obligations of the Association as set forth in the Protective Covenants; and

10. To become and continue to be an "Association Member" (as defined in the Corporation Articles) of the Corporation in accordance with the Articles and Bylaws and other **MADISON LAKES OF DAVIE** Documents and to perform the functions and discharge the duties incumbent upon such membership including, but not limited to, designating one (1) Member who shall represent the Association as its "Representative" (as defined in the Corporation Articles) at the membership meetings of the Corporation as set forth in the Corporation Articles.

ARTICLES OF INCORPORATION OF MADISON LAKES HOMEOWNERS ASSOCIATION, INC.

ARTICLE V
MEMBERS

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

A. The Membership of the Association shall be comprised of the Owners.

B. Membership of Owners shall be established as follows:

1. Every person or entity who is a record Owner of a Lot or a Dwelling Unit shall become a Member effective upon the date of recording among the Public Records of the County, of a deed or other instrument of conveyance establishing the record fee simple title of the Owner and the delivery to the Association of a true copy of such instrument.

2. Change of Membership in the Association shall be established by the recording amongst the Public Records of the county, of a deed or other instrument of conveyance establishing the record fee simple title of the new Owner and the delivery to the Association of a true copy of such instrument. Thereupon, the Membership and all rights arising therefrom of the prior Owner shall be terminated.

C. Each and every Member shall be entitled to the benefits of Membership, and shall be bound to abide by the provisions of the MADISON LAKES OF DAVIE Documents.

D. Each Member shall be entitled to one (1) vote for each Lot or Dwelling unit owned within the Subject Property. In the event that there is more than one (1) Owner of fee simple interest of record of a Lot or Dwelling Unit ("Co-Owners"), the vote to which such Lot or Dwelling Unit is entitled shall be exercised, if at all, as a unit. The Co-Owners shall name a voting representative ("Voting Representative") in a proxy signed by all Co-Owners of such Lot or Dwelling Unit or, if appropriate, signed by properly designated officers, partners or principals of the respective legal entity ("Proxy"), and shall file such Proxy with the Secretary of the Association prior to the meeting in which the vote ("Vote") is to be exercised. In the event the Proxy is not properly filed or if such designation is revoked by the filing of a statement with the Secretary of the Association by any Co-Owner which evidences such intent, the Vote associated with any Lot or Dwelling Unit may

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not be exercised until such time as new Proxy is properly filed with the Secretary of the Association pursuant to this Paragraph. The Association must receive the written determination of the Proxy prior to the meeting in which the Vote will be exercised by the Voting Representative or it shall be conclusively presumed that the Voting Representative is acting with the consent of the Co-Owners. Notwithstanding the foregoing, all Co-Owners shall be Members and may attend any meeting of the Association. Any lawful action taken by the Association in accordance with this Paragraph, shall be deemed binding on all Owners their successors and assigns.

E. Notwithstanding the provisions of Paragraph D above, whenever any Dwelling Unit is solely owned by a husband and Wife they may, but shall not be required to, designate a Voting Representative. In the event a Proxy designating a Voting Representative is not filed by the husband and wife, the following provisions shall govern their right to vote:

1. Where both husband and wife are presented at a meeting, each shall be regarded as the agent and proxy for the other for purposes of casting the vote for each Dwelling Unit 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 spouse present may cast the Dwelling Unit vote without establishing the concurrence of the other spouse, absent any prior written notice to the contrary to the Association 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 Dwelling Unit shall not be considered.

3. Where neither spouse is present, the person designated in a Proxy signed by either spouse may cast the Dwelling Unit 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 Dwelling Unit shall not be considered.

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ARTICLE VI
TERM

The term for which the Association is to exist shall be perpetual.

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ARTICLE VII
INCORPORATOR

The name and street address of the incorporator to these Articles are as follows:

NAME

ADDRESS

DANIEL G. GASS

10001 N. W. 50th St., #204
Sunrise, FL 33351

ARTICLES OF INCORPORATION OF MADISON LAKES HOMEOWNERS ASSOCIATION, INC.

ARTICLE VIII
OFFICERS

A. The affairs of the Association shall be managed by the President of the Association, assisted by the President and Secretary/Treasurer subject to the directions of the Board.

B. The Board shall elect the President, Vice President and Secretary/Treasurer. Such officers shall be elected annually by the Board at the first meeting of the Board following the "Annual Members' Meeting" (as defined in the Bylaws); provided, however, such officers may be removed by such Board and other persons may be elected by the Board as such officers. 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 offices of President and a Vice President shall not be held by the same person, nor shall the offices of President and Secretary be held by the same person.

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ARTICLE IX
FIRST OFFICERS

The officers shall be elected at the first official homeowners meeting.

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ARTICLE X
BOARD OF DIRECTORS

A. The corporation shall be run by the builder until four (4) units are sold ("Turnover Date")

C. The First Board shall be the board of the Association until the "Turnover Date" (as hereinafter defined). Declarant shall have the right to appoint, designate and elect all of the Directors of the First Board, Declarant has the right to substitute Directors of the First Board and to appoint replacements in the event a vacancy is created on the First Board. Declarant shall relinquish its right to appoint Directors and cause the First Board to resign on the Turnover Date. Thereupon, Declarant shall cause all of its appointed Directors to resign and the Members shall be entitled to elect Directors by a vote ("First Elected Board"). Thereafter, at the Annual Members' Meeting in the month of November of each year, the Members shall designate Directors by a plurality vote. The term of each Director's service shall extend for a period of two (2) years to be extended at every other until the Annual Members' Meeting and until his successor is duly elected and qualified, 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 one-third (1/3) of the Owners.

D. The "Turnover Date" shall be ninety (90) days subsequent to the happening of any of the following events, whichever shall first occur:

1. One (1) year after Declarant has "Conveyed" (as hereinafter defined) Dwelling Units equalling a total of seventy-five percent (75%) of the total number of Dwelling Units permitted to be constructed as part of **MADISON LAKES OF DAVIE** ("Total **MADISON LAKES OF DAVIE** Units");

2. When all of the Total **MADISON LAKES OF DAVIE** Units have been completed (as evidenced by issuance of Certificates of Occupancy therefor) and some have been conveyed and none of the others is being offered for sale by Declarant in the ordinary course of business; or

ARTICLES OF INCORPORATION OF MADISON LAKES HOMEOWNERS ASSOCIATION, INC.

3. When Declarant shall cause all Declarant-appointed members of the Board to resign, which Declarant may do at any time.

The term "Conveyed" as used herein shall mean the sale of a Dwelling Unit to a purchaser who is not designated as a successor declarant and the recording of an instrument of conveyance to such purchaser among the Public Records of the County.

E. The resignation of a Director who has been designated, appointed or elected by Declarant, or the resignation of an officer of the Association who was elected by the First Board, shall remise, release, quit, and forever discharge such Director or officer of and from any and all manner of action(s), cause(s) of action, suits, debts, dues, bonds, bills, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Association or Owners had, now have, or will have; or which any personal representative, successor, heir or assign of the Association or Owners hereafter may have against such Director or officer by reason of his having been a Director or officer of the Association.

F. The Board shall control the operation of the Association and shall possess all of the powers of the Association. All decisions of the Board shall be by a majority vote of the Directors present at a meeting of the Board and each Director shall be entitled to one (1) vote.

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ARTICLE XI
INDEMNIFICATION

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' and paralegals' fees at all trial and appellate levels reasonably incurred by or imposed upon him in connection with the proceeding, litigation or settlement to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses and/or liabilities are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which such a Director or officer may be entitled by common or statutory law.

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ARTICLE XII
BYLAWS

Bylaws of the Association shall be adopted by the First Board and thereafter may be altered, amended or rescinded by the affirmative vote of a majority of the Board.

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ARTICLE XIII
AMENDMENTS

A. These Articles may be amended in the following manner:

1. 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 either the Annual Members' Meeting or a special meeting;

2. 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 of Members ("Required Notice"). If the meeting is an Annual Members' Meeting, the proposed amendment or such summary may be included in the notice of such Annual Members' Meeting; and

3. At such meeting a vote of the Members shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of two-thirds (2/3) of the vote of Members. Any number of amendments may be submitted to the Members and voted upon by them at one meeting; or

B. No amendment may be made to the Articles which shall in any manner reduce, amend, affect or modify the provisions and obligations set forth in the Protective Covenants.

C. A copy of each amendment shall be certified by the Secretary of State of the State of Florida. If such amendment is made after recordation of the Protective Covenants, such amendment shall not be effective until filed with the Secretary of State of the State of Florida and recorded among the Public Records of the county as part of an amendment to the Protective Covenants.

D. Notwithstanding the foregoing provisions of this Article XIII, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of Declarant, including the right to designate and select Directors of the First Board as provided in Article X hereof, or the rights of an "Institutional Mortgagee" (as defined in the Protective Covenants) without the prior written consent thereto by Declarant or the Institutional Mortgagee, as the case may be.

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ARTICLE XIV
RESTATEMENT OF ARTICLES

A. All provisions contained within these Articles plus any amendments thereto may at any time be integrated into a single instrument as "Restated Articles" and adopted by the Board. Such Restated Articles shall be specifically designated as such and shall state, either in the heading or in the introductory paragraph, the Association's name and, if it has been changed, the name under which it was originally incorporated and the date of filing of the original Articles in the Office of the Secretary of State of the State of Florida. Such Restated Articles shall also state that they were duly adopted by the Board and that such Restated Articles only restate and integrate and do not further amend the provisions of the Articles as theretofore amended, or that any amendments included therein had been adopted pursuant to Article XIII hereof and that there is no discrepancy between the Articles as theretofore amended and provisions of the Restated Articles other than the inclusion of the properly adopted amendments.

B. Upon the filing of Restated Articles with the Secretary of State of the State of Florida, the original Articles, as theretofore amended, shall be superseded, and thenceforth the Restated Articles shall be the Articles of Incorporation of the Association.

C. Amendments may be made simultaneously with restatement of the Articles if the requirements of Article XIII are complied with. In such event, the Amended and Restated Articles of Incorporation shall be specifically designated as such.

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ARTICLE XV
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is, 10001 N. W. 50th Street, Suite 204, Sunrise, FL 33351 and the initial registered agent of the Association at that address shall be Daniel G. Gass, Esquire.

ARTICLES OF INCORPORATION OF MADISON LAKES HOMEOWNERS ASSOCIATION, INC.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature this 4th day of April, 2000.

WITNESSES:

Debbie Kuper
Debbie Kuper
Chris Cosimano
Chris Cosimano

Michael Klein
Michael Klein
President

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TALLAHASSEE, FLORIDA
SECRETARY OF STATE

The undersigned hereby accepts the designation of Registered Agent of **MADISON LAKES OF DAVIE** Homeowners Association, INC. as set forth in Article XV 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.

Daniel G. Gass
DANIEL G. GASS, ESQUIRE

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, a notary public duly authorized in the state and county named above to take acknowledgments, personally appeared Michael Klein, to be known to be the person described as the **Incorporator** and who executed the foregoing Articles of Incorporation and he acknowledged before me that he executed the same for the purposes therein expressed. He is personally known to me.

WITNESS my hand and official seal in the county and state last aforesaid this 4th day of April, 2000.

[Signature]

Notary Public, State of Florida at Large

(SEAL)

My Commission Expires:

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