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 Requester's Name
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 City/State/Zip Phone #

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

- Gardens at Highland Beach South Homeowners Association, Inc.*
 (Corporation Name) (Document #)
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 TALLAHASSEE, FLORIDA

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

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 DIVISION OF CORPORATIONS
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Examiner's Initials 2000

**ARTICLES OF INCORPORATION
FOR THE GARDENS AT HIGHLAND BEACH SOUTH
HOMEOWNERS ASSOCIATION, INC.**

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In compliance with the requirements of Florida Statutes, Chapter 617, Corporations Not for Profit, the undersigned subscriber to these Articles, hereby adopts the following Articles of Incorporation for the purpose of forming a corporation not for profit and does hereby certify:

**ARTICLE I
NAME**

The name of the corporation is THE GARDENS AT HIGHLAND BEACH SOUTH HOMEOWNERS ASSOCIATION, INC., hereinafter called the "Association".

**ARTICLE II
DURATION**

The Association shall exist perpetually unless sooner dissolved by law.

**ARTICLE III
DEFINITIONS**

The terms used in these Articles shall have the same definitions and meanings as those set forth in that certain Declaration of Covenants, Restrictions and Easements for The Gardens at Highland Beach South (the "Declaration") to be recorded in the Public Records of Palm Beach County, Florida and as the same may be amended from time to time as therein provided, unless herein provided to the contrary, or unless the context otherwise requires.

**ARTICLE IV
COMMENCEMENT OF CORPORATE EXISTENCE**

The corporate existence of the Association shall commence at the time these Articles of Incorporation are filed by the Department of State of the State of Florida.

**ARTICLE V
PURPOSE AND POWERS OF THE ASSOCIATION**

This Association does not contemplate pecuniary gain or profit to the Members thereof, and the specific purposes for which it is formed are to provide for maintenance and preservation of the Lots and Common Areas within that certain property referred to as The Gardens at Highland Beach South, as described in the Declaration (the "Property") which may hereafter be brought under the provisions of the Declaration, and for this purpose to:

A. Exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the Declaration; and

B. Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association; and

C. Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, repair, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association; and

D. Borrow money, and with the assent of seventy-five percent (75%) of Members, mortgage, pledge, deed in trust, or hypothecate any or all of the real or personal property owned by the Association as security for money borrowed or debts incurred by the Association; and

E. Dedicate, sell or transfer all or any part of the Common Areas and Limited Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors. No such dedication or transfer shall be effective without attaining consent of seventy-five percent (75%) of the Members of the Association to such dedication, sale or transfer, in writing or by a vote at a duly called meeting of the Association, and from the Declarant, for so long as the Declarant owns one (1) Lot in the Project.

F. Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional real property to the Project pursuant to the terms and provisions of the Declaration; and

G. Have and exercise any and all powers, rights and privileges which a corporation organized under the Not-For-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise, or which may be necessary or incidental to the powers so conferred; and

H. Grant easements on or through the Common Areas and Limited Common Areas or any portion thereof subject to the terms and provisions of the Declaration; provided that the written approval of Declarant is obtained prior to such easements being granted; and

I. Promulgate or enforce rules, regulations, bylaws, covenants, restrictions or agreements to effectuate the purposes for which the Association is organized; and

J. Contract for the management of the Association and delegate in such contract all or any part of the powers and duties of the Association, and contract for services to be provided to Owners such as, but not limited to, utilities services; and

K. Purchase insurance upon the Project or any part thereof and insurance for the protection of the Association, its officers, directors and Owners subject to the terms and provisions of the Declaration;

L. Employ personnel to perform the services required for the proper operation of the Association; and

M. To appear through its authorized agents before any legislative, judicial, administrative or governmental body concerning matters affecting the Property and/or the Association.

The foregoing clauses shall be construed both as purposes and powers, and the enumeration of specific purposes and powers shall not be construed to limit or restrict in any way the purposes and powers of the Association that may be granted by applicable laws and any amendments thereto.

ARTICLE VI MEMBERSHIP AND VOTING

A. Membership.

1. This Corporation shall issue no shares of stock of any kind or nature. Every person or entity, including the Declarant, who is or becomes a record Owner of a fee or undivided fee interest in any Lot shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest in land merely as security for the performance of an obligation 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 which is subject to assessment by the Association. Membership shall be subject to the Declaration, and shall be restricted to the categories provided for herein and no other Members shall be admitted. Each Owner of a Lot within the Property shall become a Member of the Association upon title to the Lot being conveyed by deed to such Owner and upon the recording of said deed among the Public Records of Palm Beach County, Florida or upon a transfer of title by operation of law. Transfer of membership shall be established by the recording among the Public Records of Palm Beach County, Florida, of a warranty deed or other instrument establishing a record title to a Lot, the Owner or Owners designated by such instrument thereby becoming a Member or Members of the Association; the membership of the prior Owner or Owners shall thereupon be terminated.

2. The interest of any Member in any part of the funds or assets of the Association cannot be conveyed, assigned, mortgaged, hypothecated or transferred in any manner except as an appurtenance to the said Lot owned by such Member.

B. Voting.

1. All votes shall be cast by the designated Members in accordance with Article IX of the Declaration and Article II of the Bylaws as the same may be amended from time to time.

ARTICLE VII
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the registered office is Wharfside, 6885 SW 18 Street, Suite 7, Boca Raton, Florida 33433, and the name of the initial resident agent at such address is Mark D. Rothenberg.

ARTICLE VIII
DIRECTORS

A. Numbers and Qualifications.

The affairs of this Association shall be managed by a board of three (3) directors (the "Board of Directors"), who need not be Members of the Association. The names and addresses of the persons who are to act in the capacity of Directors until the selection or election of their successors are:

Alvin Benjamin	Wharfside 6885 SW 18 Street, Suite 7 Boca Raton, Florida 33433
Jack L. Libert	Wharfside 6885 SW 18 Street, Suite 7 Boca Raton, Florida 33433
Mark D. Rothenberg	Wharfside 6885 SW 18 Street, Suite 7 Boca Raton, Florida 33433

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

C. Election; Removal. Directors of the 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 Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

D. Term of Initial Directors. The Developer shall appoint the members of the first Board of Directors and their replacements who shall hold office for the periods described in the Bylaws.

ARTICLE IX
OFFICES AND TERMS

A. The affairs of the Association are to be managed by the following officers: President; one or more Vice-Presidents; a Secretary; a Treasurer; and any assistants to such officers as the Board of Directors may deem appropriate from time to time.

B. Officers shall be elected for one year terms at each annual meeting of the Board of Directors and shall hold office at the pleasure of the Board of Directors. Any officer may be removed at any meeting by the affirmative vote of a majority of the members of the Board of Directors, either with or without cause, and any vacancy in any office may be filled by the Board at any meeting thereof or by unanimous written consent of the Board in the absence of a meeting.

C. The names of the officers who are to serve in the office indicated until the first election or appointment are:

Alvin Benjamin	President
Mark D. Rothenberg	Vice President
Jack L. Libert	Secretary
Jack L. Libert	Treasurer

ARTICLE X
NAME AND ADDRESS OF INCORPORATOR

The name and address of the incorporator to these Articles is Mark D. Rothenberg, Wharfside, 6885 SW 18 Street, Suite 7, Boca Raton, Florida 33433.

ARTICLE XI
AMENDMENTS TO ARTICLES OF INCORPORATION

Amendments to these Articles shall be proposed in the following manner:

A. Proposal. Notice of the subject matter for proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

B. Adoption. The resolution for the adoption of a proposed amendment may be proposed by either a majority of the Board of Directors or by not less a majority of the Members of the Association. The approval of the proposed amendments must be by not less than seventy-five percent (75%) of the votes of all the Members of the Association. Such may be cast in person or by proxy represented at a meeting at which a quorum thereof has been attained.

C. Limitation. No amendment shall make any changes in the qualifications for membership, nor in the voting rights of Members, nor any changes in Article V or Article XIV of the Articles entitled "Powers" and "Indemnification", respectively, without the approval in writing of all Members. No amendment shall be made that is in conflict with the Declaration or Bylaws, 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, or an affiliate of the Declarant, unless the Declarant shall join in the execution of the amendment. No amendment to this Paragraph C. of Article XI shall be effective without the prior written consent of the Declarant.

D. Declarant Amendment. The Declarant may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Declarant alone.

E. 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.

ARTICLE XII BYLAWS

The first Bylaws of the 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.

ARTICLE XIII INDEMNIFICATION

A. Indemnity. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that said person is or was a director, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement, actually and reasonably incurred by such person in connection with such action, suit or proceeding, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that said person did not act in good faith, nor in a manner reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that said person had reasonable cause to believe this conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon 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 said person reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, have reasonable cause to believe that said persons conduct was unlawful.

B. Expenses. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Paragraph A above, or in defense of any claim, issue or matter therein, they shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by them in connection therewith. Any costs or expenses incurred by the Association in implementing any of the provisions of this Article XIII shall be fully assessable against Owners as common expenses of the Association.

C. Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon the receipt of any undertaking by or on behalf of the affected director, officer, employee or agent to repay such amount unless it shall ultimately be determined that it is not entitled to be indemnified by the Association as authorized in this Article XIII.

D. Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of Members or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

E. Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving, at the request of the Association, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against them and incurred by them in any such capacity, or arising out of their status as such, whether or not the Association would have the power to indemnify them against such liability under the provisions of this Article.

F. Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article XIII may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

ARTICLE XIV SELF DEALING, VALIDITY OF AGREEMENT AND WAIVER OF CLAIMS

A. No contract, agreement or undertaking of any sort between or among the Association, directors, officers, Members or the Declarant shall be invalidated or affected by reason that they are financially interested in the transaction or that they are employed by the Declarant or its affiliates.

B. No contract, agreement or undertaking of any sort between the Association and any entity or individual shall be invalidated or affected by reason that the Association, its directors, officers, Members, the Declarant, its agents or employees hold a financial interest in or with the individual or entity.


C. By acquisition of a Lot or Unit, any interest therein, within the Property, each and every individual or entity, of whatsoever kind or nature, thereby waives any claim for damages or other relief grounded in tort, contract or equity arising out of the negotiation, execution, performance and enforcement of contracts, agreements or undertakings described above, that may accrue at the time of purchase or thereafter against the Association, its directors, officers, Members, the Declarant, its agents and employees.

Similarly, no contract or transaction between the Association and any other corporation, partnership, association, or organization in which one or more of the Officers or Directors of this Association may be an employee or have another affiliated relationship shall be invalid, void, or voidable solely because the Officer or Director of this Association serves as an Officer, Director, employee, principal or is otherwise affiliated with said corporation, partnership, association or other organization which is entering into a contract or transaction with the Association.

ARTICLE XV
DISSOLUTION

The Association may be dissolved by a unanimous vote of all Members at any regular or special meeting; provided, however, that the proposed action is specifically set forth in the notice of any such meeting, and that so long as Declarant owns one (1) or more Lots in the Project, the Declarant's written consent to the dissolution of the Association must first be obtained.

IN WITNESS WHEREOF, for the purpose of forming this Corporation under the laws of the State of Florida, the undersigned, constituting the incorporator of this Association, has executed these Articles of Incorporation this 29 day of June, 2000.

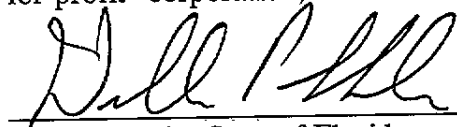


Mark D. Rothenberg

STATE OF FLORIDA

COUNTY OF PALM BEACH

he foregoing instrument was acknowledged before me this 29 day of June, 2000 by Mark D. Rothenberg, of The Gardens at Highland Beach South Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, and who is personally known to me.



Notary Public, State of Florida

[NOTARY SEAL]

My Commission Expires:



William P. Sider
MY COMMISSION # CC573157 EXPIRES
September 19, 2000
BONDED THRU TROY FAIN INSURANCE, INC.


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, the corporation named in the foregoing Articles of Incorporation has named Mark D. Rothenberg, whose address is: Wharfside, 6885 SW 18 Street, Suite 7, Boca Raton, Florida 33433, County of Palm Beach, State of Florida, as its statutory registered agent.

Having been named statutory agent of said corporation at the place designated in this certificate, I 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.

Dated this 29 day of June, 2000.



Mark D. Rothenberg
Registered Agent

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00 JUN 30 PM 1:58
SECRETARY OF STATE
TALLAHASSEE, FLORIDA