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HOLLAND & Knight.LLP
Requester's Name

315 So. Calhoun St. Suite 600
Address

Tallahassee, FL 425-5675
City/State/Zip Phone #

FILED
01 MAY 17 PM 12:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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

1. Osceola Woods Homeowners Assoc Inc.
(Corporation Name) (Document #)

2. _____
(Corporation Name) (Document #)

3. _____
(Corporation Name) (Document #)

4. _____
(Corporation Name) (Document #)

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NEW FILINGS

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

AMENDMENTS

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

OTHER FILINGS

- ☐ Annual Report
☐ Fictitious Name

REGISTRATION/QUALIFICATION

- ☐ Foreign
☐ Limited Partnership
☐ Restatement
☐ Trademark
☐ Other

RECEIVED
DIVISION OF CORPORATIONS
MAY 17 10:11 AM '01
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OFFICE OF THE
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SUPREME COURT
OF FLORIDA

Examiner's Initials

J. BRYAN MAY 17 2001

ARTICLES OF INCORPORATION FOR
OSCEOLA WOODS HOMEOWNERS ASSOCIATION, INC.,
a Florida corporation not for profit

FILED
01 MAY 17 PM 12:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned incorporators by these Articles associate themselves for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, and hereby adopt the following Articles of Incorporation:

ARTICLE 1

NAME

The name of the corporation shall be OSCEOLA WOODS HOMEOWNERS ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association," these Articles of Incorporation as the "Articles," and the Bylaws of the Association as the "Bylaws."

ARTICLE 2

PURPOSE

The purpose for which the Association is organized is to provide an entity for the purpose of administering a residential real estate project known as OSCEOLA WOODS (the "Project") which is being developed by New Urban Abacoa, L.L.C., a Florida limited liability company (the "Declarant").

ARTICLE 3

DEFINITIONS

The terms used in these Articles shall have the same definitions and meaning as those set forth in the Declaration of Covenants, Restrictions and Easements for Osceola Woods, as amended, renewed and extended from time to time (the "Declaration") to be recorded in the Public Records of Palm Beach County, Florida, and/or the Bylaws, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE 4

POWERS

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

- 4.1 General. The Association shall have all of the common-law and statutory powers of a corporation not for profit under the laws of Florida that are not in conflict with the provisions of these Articles, the Declaration or the Bylaws.
- 4.2 Enumeration. The Association shall have all of the powers reasonably necessary to operate the Project pursuant to the Declaration and as more particularly described in the Bylaws and these Articles, 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 Lot Owners, and to use the proceeds thereof in the exercise of its powers and duties.
 - (b) To buy, own, operate, lease, sell, trade and mortgage both real and personal property.
 - (c) To maintain, repair, replace, reconstruct, add to and operate the Project, and other property acquired or leased by the Association.
 - (d) To purchase insurance upon the Common Properties and all portions of the Property, including Improvements thereon, under the jurisdiction of the Association, and insurance for the protection of the Association, its officers, directors and Owners.
 - (e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Project and for the health, comfort, safety and welfare of the Owners.
 - (f) To enforce by legal means the provisions of the Declaration, these Articles, the Bylaws, and the rules and regulations for the use of the Project, subject, however, to the limitation regarding assessing Lots owned by the Declarant for fees and expenses relating in any way to claims or potential claims against the Declarant as set forth in the Declaration and/or Bylaws.

- (g) To contract for the management and maintenance of the Project and to authorize a management agent (who may be an affiliate of the Declarant) to assist the 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 Common Properties with funds as shall be made available by the Association for such purposes. The Association and its officers and Directors shall, however, retain at all times the powers, and duties granted by the Declaration, including, but not limited to the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.
 - (h) To employ personnel to perform the services required for the proper operation of the Project.
 - (i) To pay the cost of all power, water, sewer, waste collection, and other utility services rendered to the property of the Association, and not billed to the Owners.
 - (j) To grant such permits, licenses, and easements over the Common Properties for utilities, roads and other purposes reasonably necessary or useful to the Association.
 - (k) To do such other things as may be necessary in order to perform the duties and to exercise the powers provided for the Association in the Declaration.
- 4.3 Association Property. All funds and the titles to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the Members in accordance with the provisions of the Declaration, these Articles and the Bylaws.
- 4.4 Distribution of Income; Dissolution. The Association shall make no distribution of income to its Members, Directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency, except in the event of a termination of the Declaration.
- 4.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration and the Bylaws.

ARTICLE 5

MEMBERS

- 5.1 Membership. The members of the Association ("Members") shall consist of the Declarant and all of the Owners of Lots in the Project from time to time, as further described in the Declaration.
- 5.2 Change of Membership. Subject to the terms and conditions of the Declaration for conveyances, change of membership in the Association shall be established by recording in the public records of the County, a deed or other instrument establishing a record title to a Lot at Osceola Woods, and the delivery to the Association of a copy of such instrument. The Owner designated by such instrument shall be deemed to become a Member of the Association, and the membership of the prior owner shall be deemed terminated on the date of execution of such instrument.
- 5.3 Assignment. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Lot for which that share is held.
- 5.4 Voting. On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each Lot, which vote shall be exercised or cast in the manner provided by the Declaration and Bylaws; provided, however, the Declarant shall also have additional votes in accordance with its Class B membership, as provided in the Declaration. Any person or entity owning more than one Lot shall be entitled to one vote for each Lot owned.
- 5.5 Meetings. The Bylaws shall provide for an annual meeting of Members, and may make provision for regular and special meetings of Members other than the annual meeting.

ARTICLE 6

TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE 7

INCORPORATORS

The names and address of the Incorporators to these Articles are as follows:

NAME

ADDRESS

Timothy L. Hernandez

398 NE 6th Avenue
Delray Beach, FL 33483

ARTICLE 8

OFFICERS

Subject to the direction of the Board (described in Article 9 below) the affairs of the Association shall be administered by the officers holding the offices designated in the Bylaws. The officers shall be elected by the Board at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure of the Board. The Bylaws may provide for the removal from office of officers, for filling vacancies and for the duties of the officers. The names of the officers who shall serve until their successors are designated by the Board are as follows:

President

Timothy L. Hernandez

Vice President

Sam Curcio

Secretary/Treasurer

Gabrielle Ortner

ARTICLE 9

DIRECTORS

- 9.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board (the "Board of Directors") consisting of the number of Directors determined in the manner provided by the Bylaws, but which, prior to the Declarant's turnover of control of the Association to Owners other than Declarant, as provided in the Bylaws, shall consist of not less than three (3) Directors, and after the Declarant's turnover of such control as aforesaid, shall consist of not less than three (3) Directors. Directors

need not be members of the Association or Owners of Lots in the Project.

- 9.2 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, its agents, contractors or employees, subject only to approval by Lot Owners when such approval is specifically required and except as provided in the Declaration.
- 9.3 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 shall be filled in the manner provided in the Bylaws.
- 9.4 First Directors. The names of the members of the first board who shall hold office until their successors are elected and have qualified, as provided in the Bylaws are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Timothy L. Hernandez	398 NE 6 th Avenue Delray Beach, FL 33483
Oscar Sugranes	398 NE 6 th Avenue Delray Beach, FL 33483
Gabrielle Ortner	398 NE 6 th Avenue Delray Beach, FL 33483

ARTICLE 10

INDEMNIFICATION

- 10.1 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 he 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 him in connection with such action, suit or proceeding, unless (a) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by

the proposed indemnitee, that he did not act in good faith or in a manner he 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 he had reasonable cause to believe that his conduct was unlawful, and (b) such court also determines specifically that indemnification should be denied. The termination of any action, suit or 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 and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

- 10.2 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 Section 10.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.
- 10.3 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 receipt of an undertaking by or on behalf of the affected Director, officer, employee or agent to repay such amount unless it shall be ultimately determined that he is entitled to be indemnified by the Association as authorized in this Article 10.
- 10.4 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 By-Law, 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.
- 10.5 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 him and insured by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to

indemnify him against such liability under the provisions of this Article.

- 10.6 Amendment. Anything to the contrary herein notwithstanding the provisions of this Article 10 may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

ARTICLE 11

BYLAWS

The first Bylaws of the Association shall be adopted by the board and may be altered, amended or rescinded in the manner provided in the Bylaws and the Declaration.

ARTICLE 12

AMENDMENTS

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

- 12.1 A resolution for the adoption of a proposed amendment may be prepared either by a majority of the Board or by not less than 1/3 of the votes of Members of the Association. A majority of the Board shall thereupon 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 the annual or a special meeting.
- 12.2 Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member entitled to vote thereon within the time and in the manner provided in the Bylaws for the giving of notice of a meeting of the Members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.
- 12.3 At such meeting, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of at least sixty-seven (67%) percent of the votes of each class of Members.
- 12.4 Any number of amendments may be submitted to the Members and voted upon by them at any one meeting.

- 12.5 If all of the Directors and all of the Members eligible to vote sign a written statement manifesting their intention that an amendment to these Articles be adopted, then the amendment shall thereby be adopted as though the above requirements had been satisfied.
- 12.6 No amendment shall make any changes in the qualifications for membership nor in the voting rights of Members without approval by all of the Members and the joinder of all Institutional Mortgagees holding Institutional Mortgages upon the Lot(s). No amendment shall be made that is in conflict with the Declaration or the Bylaws. Prior to the closing of the sale of all Lots within the Property, no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the Declarant, unless the Declarant shall join in the execution of the amendment.
- 12.7 No amendment to these Articles shall be made which discriminates against any Owner(s), or affects less than all of the Owners within the Property, without the written approval of all of the Owners so discriminated against or affected.
- 12.8 Upon the approval of an amendment to these Articles, the articles of amendment shall be executed and delivered to the Department of State as provided by law, and a copy certified by the Department of State shall be recorded in the public records of the County.

ARTICLE 13

PRINCIPAL ADDRESS OF ASSOCIATION

The principal office of this corporation shall be at 398 NE 6th Avenue, Delray Beach, Florida 33483, or such other place as may subsequently be designated by the Board.

ARTICLE 14

CONVEYANCE

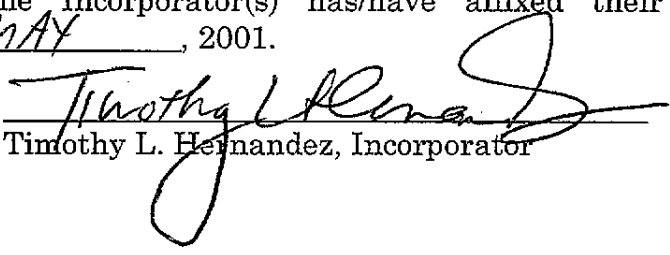
The Association shall accept any and all deeds of conveyance delivered to it by the Declarant.

ARTICLE 15

REGISTERED AGENT

The initial registered agent of the Association shall be New Urban Abacoa, L.L.C., a Florida limited liability company with offices at 398 NE 6th Avenue, Delray Beach, Florida 33483.

IN WITNESS WHEREOF, the Incorporator(s) has/have affixed their signature(s) as of this 16th day of MAY, 2001.


Timothy L. Hernandez, 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, at City of Delray Beach, County of Palm Beach, State of Florida, the corporation named in the said Articles has named New Urban Abacoa, L.L.C., a Florida limited liability company, as its statutory registered agent.

ACKNOWLEDGEMENT

Having been named the statutory registered agent of said corporation and named to accept service of process for the said corporation at the place designated in this certificate, I hereby accept the same and agree to act in this capacity, and acknowledge that I am familiar with and accept the obligations of Florida Statutes §607.325.

NEW URBAN ABACOA, L.L.C., a Florida limited liability company

By: New Urban Communities Corporation, a Florida corporation, its Managing Member

By: Timothy L. Hernandez
Print Name: TIMOTHY L. HERNANDEZ
Title: VICE PRESIDENT

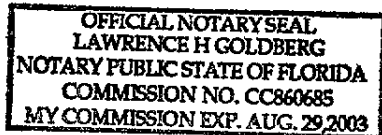
Dated this 16th day of MAY, 2001

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 16th day of May, 2001, by Timothy L. Hernandez, as Vice President of New Urban Communities Corporation, a Florida corporation, the Managing Member of New Urban Abacoa, L.L.C., a Florida limited liability company, on behalf of said corporation and limited liability company. He is personally known to me or who did produce _____ as identification.

(SIGNATURE OF PERSON TAKING
ACKNOWLEDGEMENT)

[Signature]
(Name of acknowledger, typed, printed or
stamped)



(Title or rank (serial number, if any))

FTL1 #502341 v3

FILED
01 MAY 17 PM 12:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA