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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

TRANSMITTAL LETTER

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

SUBJECT: Castlewood Townhomes Association, Inc.

Enclosed is an original and one (1) copy of the Articles of Incorporation and our check for costs as itemized below:

Filing Fee	\$35.00
Registered Agent Designation	\$35.00
Certified Copy	\$ 8.75
Certificate of Status	<u>\$ 8.75</u>
Total	\$87.50

FROM: Harvey Kopelowitz, P.A.
7251 W. Palmetto Park Road
Suite 301
Boca Raton, FL 33433
(561) 392-4115

Enclosures: Original of Articles of Incorporation (executed)
Copy of Original of Articles of Incorporation
Registered Agent Designation (executed)

VI 8-13-00

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ARTICLES OF INCORPORATION

OF

CASTLEWOOD TOWNHOMES ASSOCIATION, INC.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned incorporator, desiring to form a corporation not for profit under Chapter 617, Florida Statutes, as amended, hereby certifies as follows:

ARTICLE I

DEFINITIONS

Section 1. Terms. The following terms when used in these Articles of Incorporation shall have the following meanings:

A. "Developer" means Castlewood Developers, Inc., a Florida corporation, the record owner of Castlewood Townhomes, and includes its successors and assigns.

B. "Castlewood Townhomes" means the residential community acquired by Developer and located at 3530-3546 NW 116th Terrace, Coral Springs, Florida.

C. "Act" means Chapter 617, Florida Statutes, the Florida Not For Profit Act (1995) as amended prior hereto.

D. "Homeowner's Documents" means the Declaration, these Articles of Incorporation and By-Laws of the Association, and all documents referred to and executed in connection with these documents.

E. "Declaration" means the Declaration of Covenants and Restrictions for Castlewood Townhomes recorded or to be recorded amongst the Public Records of Broward County, Florida which, together with the Act, govern the ownership and operation of Castlewood Townhomes

F. "Association" means Castlewood Townhomes Association, Inc.

G. "Property" means the land which is now or hereafter subject to the terms of the Declaration and includes all improvements now or hereafter located thereon.

H. "Common Area" means those portions of the Property not included in a Townhome, together with those portions of the Townhome which are to be maintained by the Association under the Homeowner documents.

I. "Common Expenses" mean all expenses and assessments incurred by the Association in accordance with the Act and Homeowners Documents.

J. "Townhome" means the residential unit now or hereafter located in Castlewood Townhomes.

K. "Townhome Owner" means the owner of record, whether one or more persons or entities, of a Townhome.

L. "Articles" means this instrument.

M. "By-Laws" means the By-Laws of the Association.

N. "Board" means Board of Directors of the Association.

O. "Members" means the parties comprising the membership of the Association.

P. "Membership" means the aggregate of the Members.

ARTICLE II

NAME

The name of the Association shall be Castlewood Townhomes Association, Inc.

ARTICLE III

PURPOSE

The purpose for which the Association is organized is to engage as a non-profit organization in protecting the value of Castlewood Townhomes and its Members, in accordance with the Act; to exercise all the powers and privileges and to perform all the duties and obligations of the Association as defined and set forth in the Homeowner's Documents, including the establishment and enforcement of payment of Common Expenses; and to engage in such other lawful activities as may be to the mutual benefit of Castlewood Townhomes.

ARTICLE IV

POWERS

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

Section 1. Common Law and Statutory Powers. The Association shall have all of the common law and statutory powers of a not-for-profit corporation which are not in conflict with the terms of these Articles and the Declaration.

Section 2. Necessary Powers. The Association shall have all of the powers reasonably necessary to implement its purpose, including, but not limited to, the following:

A. To operate and manage the Property and the Common Area in accordance with the purpose and intent contained in the Declaration;

B. To make and collect assessments against Members to defray the Common Expenses;

C. To use the proceeds of assessments in the exercise of its powers and duties;

D. To maintain, repair, replace and operate the Common Area;

E. To reconstruct improvements upon the Property after casualty and to further improve the Property;

F. To make and amend By-Laws for the Association and rules and regulations respecting the use of the Property;

G. To pay all taxes and other assessments which are liens against the Common Area;

H. To enforce by legal means the provisions of the Declaration, these Articles, the By-Laws and the rules and regulations for the use of the Property;

I. To provide for management and maintenance and to authorize a management entity to assist the Association in carrying out its powers and duties by performing such functions as the collection of assessments, preparation of records, promulgation and enforcement of rules; maintenance of the Common Area, enforcement of Florida Statutes and local ordinances including, but not limited to, the making of assessments and the execution of contracts on behalf of the Association;

J. To possess, enjoy and exercise all powers necessary to implement, enforce, and carry into effect the powers above described, including the power to acquire, hold, convey and deal in real and personal property.

Section 3. Funds and Title to Properties. All funds and title to all properties acquired by the Association and the proceeds thereof shall be held only for the benefit of the Members in accordance with the provisions of the Declaration. No part of

the income, if any, of the Association shall be distributed to the members, directors or officers of the Association.

Section 4. Limitations. The powers of the Association shall be subject to and be exercised in accordance with the provisions of the Declaration.

ARTICLE V

MEMBERSHIP AND VOTING

Qualification for, and admission to the Association, and the voting rights of Membership in the Association, shall be as provided in and regulated by the Declaration and the By-Laws of the Association.

ARTICLE VI

BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board consisting of no less than three (3) directors. Until "Turnover" as defined in the Declaration, the Board shall consist of three (3) directors. Until Turnover, Developer shall have the right to appoint all members of the Board of Directors and to approve the appointment of all officers of the Association, and no action of the Membership of the Association shall be effective unless, and until, approved by the Developer. Any member of the Board of Directors appointed by Developer need not be a Member of the Association. The initial Board shall serve until Turnover or such time as Developer relinquishes control of the Association or until replaced by Developer. Developer shall be entitled at any time, and from time to time, to remove or replace any director originally appointed by Developer. Within thirty (30) days after Turnover, the Association shall give notice to all Owners of a special meeting (the "Turnover Meeting") in accordance with the notice provisions of the By-Laws, except that the Turnover Meeting shall be held not more than thirty (30) days after the giving of such notice. The purpose of the Turnover Meeting shall be the election of a new Board, as well as such other business as shall come before the meeting. The following persons shall constitute the initial Board of Directors:

Eric Nathanson
Hayna Nathanson
Irma Jamri

ARTICLE VII

OFFICERS

Officers shall be elected by the Board of Directors at the annual meetings of the directors, as provided in the By-Laws. Until Turnover, however, Developer shall have

the right to approve all of the officers elected. The initial officers shall consist of a President, Vice-President, a Secretary and a Treasurer. The following persons shall serve as officers until the first election after Turnover Meeting or until replaced by the Developer:

<u>Name</u>	<u>Title</u>
Eric Nathanson	President
Hayna Nathanson	Vice-President
Irma Jamri	Secretary
Irma Jamri	Treasurer

ARTICLE VIII

CORPORATE EXISTENCE

The Association shall have perpetual existence.

ARTICLE IX

BY-LAWS

The By-Laws of the Association may be adopted, amended, altered or rescinded as provided therein; provided, however, that at no time shall the By-Laws conflict with these Articles of Incorporation or the Declaration or adversely affect the rights of Developer, without Developer's prior written approval; and provided further that no amendment, alteration or rescission may be made which impairs the security of any mortgagee of record as to any Townhome or other portion of the Property without the express, prior written consent of the mortgagee so affected; Notwithstanding the foregoing, for so long as Developer is the owner of any Townhome or any other property affected by the Declaration, no amendment, alteration or rescission of the By-Laws shall be effective unless Developer shall have joined in and consented thereto in writing. Any attempt to amend, alter or rescind contrary to these prohibitions shall be void and of no force or effect.

ARTICLE X

AMENDMENTS

These Articles may be amended, altered or rescinded upon the consent of no less than two thirds (2/3) of all Townhome Owners provided, however, that no such amendments shall conflict with the terms of the Declaration or adversely affect the rights of Developer, without Developer's prior written approval; and provided further that no amendment, alteration or rescission may be made which impairs the security of any mortgagee of record as to any Townhome or other portion of the Property without the express, prior written consent of the mortgagee so affected. Any attempt to amend contrary to these prohibitions shall be void and of no force or effect.

ARTICLE XI

TRANSACTIONS IN WHICH DEVELOPER, THE MEMBERS, DIRECTORS OR OFFICERS ARE INTERESTED

No contract or transaction between the Association and Developer, or between the Association and one (1) or more of its Members, directors or officers, or between the Association and any other entity in which Developer or any of the Association's members, directors or officers has any interest shall be invalid, void or voidable solely for this reason, or solely because such interested person is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely the votes of such interested person(s) are counted for such person. Neither Developer nor any Member, director or officer of the Association shall incur liability by reason of the fact that Developer or such member, director or officer is or may be interested in any such contract or transaction.

ARTICLE XII

INDEMNIFICATION

Section 1. Indemnification by Association. 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) it is determined by a court of competent jurisdiction, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or that he acted in a manner he believed to be not in or opposed to the best interest of the 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 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 or did act in a manner which he believed to be not in or 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 unlawful.

Section 2. Recovery of Fees and Costs. 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 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 incurred by him in connection therewith. 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 through all available appeals upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article.

Section 3. Non-inclusive. 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, both as to action in his official capacity while holding such office or otherwise, and shall continue as to a person who has ceased to be director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 4. 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 incurred 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.

Section 5. No Amendments. The provisions of this Article XII shall not be amended.

ARTICLE XIII

DISSOLUTION, MERGER OR CONSOLIDATION OF THE ASSOCIATION

Section 1. Distributions. Upon dissolution of the Association as provided below, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed to a public body or conveyed to a not-for profit entity with purposes similar to those of the Association.

Section 2. Registered Votes. The Association may be dissolved, merged, or consolidated upon a resolution to that effect being recommended by not less than three-

fourths (3/4) of the Board of Directors, and, if a decree be necessary, after receipt of an appropriate decree as set forth in Section 617.1433, Florida Statutes (1995) or statute of similar import, and approved by three-fourths (3/4) of the voting rights of each and every class of Membership as voted by the Members; provided, however, that no such dissolution, merger or consolidation shall be effective without the consent of Developer until such time as all Townhomes in the Property have conveyed by Developer, which consent may be withheld for any reason whatsoever. No such dissolution, merger or consolidation will be effective without the prior written approval of HUD/VA as long as there is a Class B Membership.

ARTICLE XIV

REGISTERED AGENT AND REGISTERED OFFICE

The name of the initial registered agent shall be Harvey Kopelowitz, and the street address of the registered office of the Association shall be 7251 W. Palmetto Park Road, Suite 301, Boca Raton, Florida 33433. The Association shall have the right to designate subsequent registered agents without amending these Articles of Incorporation.

ARTICLE XV

ADDRESS

The principal place of business and mailing address of the Association shall be:

1900 Merion Lane
Coral Springs, FL 33071

ARTICLE XVI

SEVERABILITY

If any provision of these Articles of Incorporation is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder of these Articles of Incorporation shall not be invalidated thereby and shall be given full force and effect so far as possible. If any provision of these Articles of Incorporation may be construed in two or more ways, one of which would render the provision invalid or otherwise avoidable or unenforceable, and the other of which would render the provision valid and enforceable, such provision shall have the meaning which renders it valid and enforceable.

IN WITNESS WHEREOF, the incorporator has executed these Articles of Incorporation at Broward County, Florida this 1 day of August, 2002.

Signed, sealed and delivered
in the presence of:

Harvey Kopylov Eric Nathanson

Printed Name: Harvey Kopylov

Kay Cunningham

Printed Name: Kay Cunningham

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 1st day of August, 2002 by Eric Nathanson who is personally known to me or who produced _____ as identification.

Kay Cunningham
NOTARY PUBLIC
State of Florida at Large

My Commission Expires:



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**CERTIFICATE DESIGNATING RESIDENT AGENT
AND OFFICE FOR SERVICE OF PROCESS**

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Castlewood Townhomes Association, Inc., a Corporation existing under the laws of the State of Florida with its principal office at 1900 Merion Lane, Coral Springs, FL 33071, has named Harvey Kopelowitz, whose address is 7251 W. Palmetto Park Road, Suite 301, Boca Raton, Florida 33433, as its agent to accept service of process within the State of Florida.

ACCEPTANCE

Having been named to accept service of process for the above named Corporation, at the place designated in this Certificate, I hereby accept the appointment as Resident Agent, and agree to comply with all applicable provisions of law.



Harvey Kopelowitz