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DIVISION OF CORPORATION

03 MAY -7 AM 10:35

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STATE  
TALLAHASSEE FLORIDA

03 MAY -7 PM 1:28

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MAY 07 2003

## CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301  
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

The Island Club at Wellington

Signature \_\_\_\_\_

Requested by: AW

Name \_\_\_\_\_

Date 5/7

Time \_\_\_\_\_

Walk-In \_\_\_\_\_

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☒ Art of Inc. File \_\_\_\_\_

\_\_\_\_\_ LTD Partnership File \_\_\_\_\_

\_\_\_\_\_ Foreign Corp. File \_\_\_\_\_

\_\_\_\_\_ L.C. File \_\_\_\_\_

\_\_\_\_\_ Fictitious Name File \_\_\_\_\_

\_\_\_\_\_ Trade/Service Mark \_\_\_\_\_

\_\_\_\_\_ Merger File \_\_\_\_\_

\_\_\_\_\_ Art. of Amend. File \_\_\_\_\_

\_\_\_\_\_ RA Resignation \_\_\_\_\_

\_\_\_\_\_ Dissolution / Withdrawal \_\_\_\_\_

\_\_\_\_\_ Annual Report / Reinstatement \_\_\_\_\_

\_\_\_\_\_ Cert. Copy \_\_\_\_\_

\_\_\_\_\_ Photo Copy \_\_\_\_\_

\_\_\_\_\_ Certificate of Good Standing \_\_\_\_\_

\_\_\_\_\_ Certificate of Status \_\_\_\_\_

\_\_\_\_\_ Certificate of Fictitious Name \_\_\_\_\_

\_\_\_\_\_ Corp Record Search \_\_\_\_\_

\_\_\_\_\_ Officer Search \_\_\_\_\_

\_\_\_\_\_ Fictitious Search \_\_\_\_\_

\_\_\_\_\_ Fictitious Owner Search \_\_\_\_\_

\_\_\_\_\_ Vehicle Search \_\_\_\_\_

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\_\_\_\_\_ UCC 1 or 3 File \_\_\_\_\_

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\_\_\_\_\_ UCC 11 Retrieval \_\_\_\_\_

\_\_\_\_\_ Courier \_\_\_\_\_

**ARTICLES OF INCORPORATION  
OF  
THE ISLAND CLUB AT WELLINGTON HOMEOWNER'S ASSOCIATION, INC.  
(A Corporation Not For Profit)**

03 MAY -7 PM 1:28  
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In compliance with the requirements of the Laws of the State of Florida, and for the purpose of forming a corporation not for profit, the undersigned does hereby acknowledge:

**ARTICLE I**

The name of the corporation is THE ISLAND CLUB AT WELLINGTON HOMEOWNER'S ASSOCIATION, INC., hereinafter called the "Association". The principal office address for the corporation shall be 300-A Royal Commerce Road, Royal Palm Beach, Florida 33411.

**ARTICLE II**

The street address of the Registered office of the Association is 590 Royal Palm Beach Boulevard, Royal Palm Beach, Florida 33411, and the name of the Registered Agent is Lawrence M. Fuchs, Esq.

**ARTICLE III**

All definitions in the Declaration of Restrictions ("Declaration") as recorded in the Public Records of Palm Beach County, Florida, are incorporated herein by reference and made a part hereof. These Articles of Incorporation are subject to the terms and provisions of the Declaration, as the same may be amended from time to time.

**ARTICLE IV**

**PURPOSE 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 operation, maintenance and architectural control of the Lots and Common Area, and improvements thereon, within that certain real property (and any additions thereto) described on EXHIBIT "A" attached to the Declaration and to promote the health, safety and welfare of the members of the Association.

**ARTICLE V**

**POWERS OF THE ASSOCIATION**

The Association shall have all the powers and duties reasonably necessary to operate and maintain the Association, including, but not limited to, the following:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration of Restrictions for THE ISLAND CLUB AT WELLINGTON (hereinafter referred to as "Declaration"), and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if

set forth at length, and the By-Laws of the Association;

(b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration or By-Laws of the Association; to 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;

(c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate or maintain real or personal property in connection with the affairs of the Association, and with the assent of two-thirds (2/3) of each class of members at a duly called meeting of the Association, convey, sell, lease, transfer or otherwise dispose of any such property;

(d) Borrow money with the assent of a majority vote of the Board of Directors; and with the assent of two-thirds (2/3) of each class of the members at a duly called meeting of the Association, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) Participate in mergers and consolidations with other non-profit corporations organized for similar purposes or annex additional residential property, provided that any such merger, consolidation or annexation shall have the assent of a majority of the Board of Directors, however, following the termination of Class B membership in the Association then assent of two-thirds (2/3) of the members at a duly called meeting of the Association, except as otherwise provided in ARTICLE II of the Declaration;

(f) Dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective without obtaining consent of two-thirds (2/3) of each class of the members to such dedication, sale or transfer in writing or by vote at a duly called meeting of the Association, and unless prior written consent of Declarant is obtained for so long as Declarant owns a Lot;

(g) To promulgate or enforce rules, regulations, by-laws, covenants, restrictions or agreements to effectuate all of the purposes for which the Association is organized;

(h) To have and to exercise any and all powers, rights and privileges which a non-profit corporation organized under the Laws of the State of Florida may now or hereafter have or exercise;

(i) To contract for management of the Association and to delegate in such contract all or any part of the powers and duties of the Association, and to contract for services to be

provided the Owners such as, but not limited to, garbage pick-up and other utilities and master antenna or cable television and/or radio system.

## **ARTICLE VI**

### **MEMBERSHIP AND QUORUM**

1. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

2. The presence at any meeting of members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of the Association shall constitute a quorum for any action.

## **ARTICLE VII**

### **VOTING RIGHTS**

The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot all such persons shall be members. The vote for such Lot shall be exercised in such manner as may be determined by the Board of Directors, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant, and shall be entitled to one (1) vote for each lot owned. The Class B membership shall cease on the happening of one of the following events, whichever occurs earlier;

(a) Four (4) months after seventy-five percent (75%) of the Lots that will be ultimately operated by the Association have been conveyed to Lot purchasers; or,

(b) Five (5) years following conveyance of the first Lot in the Properties to a Lot purchaser; or,

(c) Such earlier date as Declarant may determine.

## **ARTICLE VIII**

### **BOARD OF DIRECTORS**

The affairs of this Association shall be managed by a Board of Directors consisting of three (3) persons, who need not be members of the Association.

The Directors named in these Articles shall serve until the first election of Directors, and any vacancies in their number occurring before the first election shall be filled by the remaining 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 qualified, or until removed, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Wallace D. Sanger	300-A Royal Commerce Road Royal Palm Beach, FL 33411
Kenneth Treadwell	300-A Royal Commerce Road Royal Palm Beach, FL 33411
Robert D. Jones	590 Royal Palm Beach Boulevard Royal Palm Beach, FL 33411

## **ARTICLE IX**

### **EXISTENCE**

The Association shall exist perpetually.

## **ARTICLE X**

### **AMENDMENTS**

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

1. Proposal. Amendments to these Articles may be proposed upon a vote of the majority of the entire Board adopting a resolution setting forth the proposed amendment to these Articles, directing that it be submitted to a vote at a special or annual meeting of members; or amendments may be proposed by petition signed by twenty-five percent (25%) of the members of the Association, and delivered to the Secretary.

2. Call for Meeting. Upon the adoption of a resolution proposing any amendment or amendments to these Articles by said Board or upon presentation of a petition as hereinabove provided, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in absence of the President, who shall thereupon call a special meeting of the membership, unless it is to be considered at an annual meeting. It shall be the duty of the Secretary to give each member written notice stating the purpose of the meeting, place, day and hour of the meeting, and setting forth the proposed amendment or a summary of the changes to be effected thereby. Notice shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally or by first class mail. If the notice is mailed with postage thereon prepaid, at least thirty (30) days before the date of meeting, it may be done by a class of United States mail addressed to the member at his address as it last appears on the membership books.

3. Vote Necessary. In order for such amendment or amendments to become effective, the same must be approved at a duly called meeting, by an affirmative vote of seventy-five percent (75%) of the votes of the entire membership.

4. By Written Statement. If all the Directors and all 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 subsections 1, 2, and 3 above have been satisfied.

5. Filing. The Articles of Amendment containing said approved amendment or amendments shall be executed by the Association by its President or Vice President and by its Secretary or Assistant Secretary and acknowledged by one of the officers signing such Articles. The Articles of Amendment shall set forth:

- (a) The name of the corporation.
- (b) The amendments so adopted.
- (c) The date of the adoption of the amendment by the members.

Such Articles of Amendment shall be filed, along with the appropriate filing fees, within ten (10) days from said approval with the office of the Secretary of State, State of Florida, for approval.

Notwithstanding the foregoing provisions of this Article X, so long as the Declarant holds Lots for sale in the ordinary course of business, no amendment to these Articles may be adopted or become effective without the prior written consent of Declarant or Institutional Mortgagee, if in the sole opinion of Declarant or Institutional Mortgagee, respectively, which shall be binding, such amendment affects the rights of Declarant or an Institutional Mortgagee or affects the Declarant's ability to sell or lease Lots in the Project.

#### **ARTICLE XI**

##### **SUBSCRIBERS**

The name and address of the Subscribers of these Articles of Incorporation are the same as listed in ARTICLE VIII above.

#### **ARTICLE XII**

##### **OFFICERS**

The Board of Directors shall elect the President, Secretary, Treasurer, and as many Vice-Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall from time to time determine.

The names and addresses of the Officers who shall serve until their successors are designated by the Board of Directors are as follows:

President: Wallace D. Sanger  
300-A Royal Commerce Road  
Royal Palm Beach, Florida 33411

Vice-President: Kenneth Treadwell  
300-A Royal Commerce Road  
Royal Palm Beach, Florida 33411

Secretary/Treasurer: Robert D. Jones  
590 Royal Palm Beach Boulevard  
Royal Palm Beach, Florida 33411

### **ARTICLE XIII**

#### **BY-LAWS**

The original By-Laws of the Association shall be adopted by a majority vote of the Directors. Thereafter, the By-Laws of the Association may be amended, altered or rescinded as provided in the By-Laws.

### **ARTICLE XIV**

#### **INDEMNIFICATION OF OFFICERS AND DIRECTORS**

Every Board member and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including court costs and attorneys' fees through all trial and appellate levels, reasonably incurred by or imposed upon him in connection with any proceeding, arbitration, 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 Board Member or officer of the Association, whether or not he is a Board Member or officer at the time such expenses are incurred. Provided, however, such indemnification shall be authorized if the Board Member or officer acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. Notwithstanding the foregoing, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement in accordance with the provisions set forth in Chapter 607, Florida Statutes. Notwithstanding anything contained herein to the contrary, and in instances where the Board member or officer admits or is adjudged guilty of wilful malfeasance in the performance of his duties, or his actions or omissions to act constitute a violation of the criminal law or a transaction from which the Board Member or officer derived an improper personal benefit or such other act or omission to act under Section 607.1645, Florida Statutes, the indemnification provisions contained herein shall not apply. The foregoing right of indemnification shall be in addition to and not exclusive of any and all right of indemnification to which such Board Member or officer may be entitled by common law or statute.



## **ARTICLE XV**

### **TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED**

No contract or transaction between the Association and one (1) or more of its Directors or Officers, or between the Association and any other corporation, partnership, association, or other organization in which one (1) or more of its officers or directors are Officers or Directors of this Association shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board or Committee thereof which authorized the contract or transaction or, solely because said Officers or Directors votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that said Director or Officer may be interested in any such contract or transaction.

Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a Committee which authorized the contract or transaction.

## **ARTICLE XVI**

### **DISSOLUTION**

In the event of the dissolution of the Association, other than incident to a merger or consolidation, any Member may petition the Circuit Court of the Fifteenth Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Properties, in the place and instead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and the Properties.

## **ARTICLE XVII**

### **LIABILITY**

The Directors of the Association appointed by the Declarant, and all officers appointed by such Directors, shall owe no fiduciary duty of any nature to the Association or the members or Owners, but instead shall act solely on behalf of the Declarant.

IN WITNESS WHEREOF, for the purposes of forming this corporation under the Laws of the State of Florida, we the undersigned, constituting the subscribers of this Association, have executed these Articles of Incorporation this 5<sup>th</sup> day of MAY, 2003.

  
WALLACE D. SANGER

Kenneth Treadwell  
KENNETH TREADWELL

Robert D. Jones  
ROBERT D. JONES

The undersigned hereby accepts the designation of Registered Agent of The The Island Club at Wellington Homeowner's Association, Inc. as set forth in Article II of these Articles.

Lawrence M. Fuchs  
LAWRENCE M. FUCHS

STATE OF FLORIDA

COUNTY OF PALM BEACH

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 WALLACE D. SANGER, to me known to be the person described as Subscriber of The Island Club at Wellington Homeowner's Association, Inc. and who executed the foregoing Articles of Incorporation and he acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 5<sup>th</sup> day of may, 2003.

Lawrence M. Fuchs  
Notary Public  
My Commission Expires:




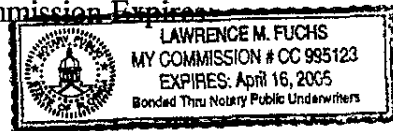
STATE OF FLORIDA

COUNTY OF PALM BEACH

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 KENNETH TREADWELL, to me known to be the person described as Subscriber of The Island Club at Wellington Homeowner's Association, Inc. and who executed the foregoing Articles of Incorporation and he acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 5<sup>th</sup> day of MAY, 2003.

  
Notary Public  
My Commission Expires:



STATE OF FLORIDA

COUNTY OF PALM BEACH

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 ROBERT D. JONES, to me known to be the person described as Subscriber of The Island Club at Wellington Homeowner's Association, Inc. and who executed the foregoing Articles of Incorporation and he acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 5 day of MAY, 2003.

  
Notary Public  
My Commission Expires:

