

N03000005763

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



200021036692

06/30/03--01102--011 **78.75

FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
03 JUN 30 PM 12:55

F. CHESSER .. JUL 8 2003

LAW OFFICES
Green, Kahn & Piotrkowski, P.A.

A PROFESSIONAL ASSOCIATION

317 SEVENTY-FIRST STREET
MIAMI BEACH, FLORIDA 33141

E-MAIL: gknpa@bellsouth.net

OFFICE: (305) 865-4311
FACSIMILE: (305) 861-8813

Karen B. Cohen
Marvin M. Green
Bruce H. Hornstein
Donald J. Kahn
Joel S. Piotrkowski

June 25, 2003

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

Re: Articles of Incorporation/Forest Lake Townhomes
Homeowner's Association, Inc.

Gentlemen:

Enclosed herewith please find Articles of Incorporation for the above, together with our check in the amount of \$78.75 representing the following:

Filing Fee	\$35.00
Resident Agent Fee	35.00
Certified Copy	<u>8.75</u>

\$78.75

After filing, please forward to this office the certified copy of the Articles of Incorporation.

Your prompt attention to this matter is appreciated.

Very truly yours,


JOEL S. PIOTRKOWSKI

JSP:ss
Enclosures

JUN 30 11:55 AM '55
CLERK OF
TREASURY, FLA.

ARTICLES OF INCORPORATION

OF

FOREST LAKE TOWNHOMES HOMEOWNER'S ASSOCIATION, INC.
(a corporation not-for profit)

ARTICLE I.

NAME AND PRINCIPAL PLACE OF BUSINESS

The name of the corporation is FOREST LAKE TOWNHOMES HOMEOWNER'S ASSOCIATION, INC. (hereinafter referred to as the "Association"). The principal place of business of the Association is 3696 North Federal Highway, Suite 203, Ft. Lauderdale, FL 33308.

ARTICLE II.

GENERAL PURPOSE

The general purpose of the Association shall be to administer the operation and management of the real property located in Lee County, Florida, more particularly described in Exhibit "A" attached hereto, and to undertake the performance of the acts and duties incident to the administration of the operation and management of the aforesaid real property in accordance with the terms, provisions, conditions, and authorizations contained in these Articles of Incorporation, and which are contained in the Declaration of Covenants, Restrictions and Easements of Forest Lake Townhomes which shall be recorded in the Public Records of Lee County, Florida, and to own, operate, lease, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of said Association. The Association shall be conducted as a non-profit organization for the benefit of its members.

ARTICLE III.

QUALIFICATIONS OF MEMBERS AND MANNER OF ADMISSION

The members of the Association shall constitute all of the record owners of residences erected on the property. Membership in the Association shall be established by recording in the Public Records of Lee County, Florida, a deed or other instrument establishing record title to a residence, the owner designated by such instrument thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated. The Association may issue certificates of membership. Every person or entity who is a record owner of any Lot is entitled to membership and voting rights in the Association in accordance with the By-Laws. Membership is appurtenant to and inseparable from ownership of the Lot.

ARTICLE IV.

TERM

The Association shall be perpetual existence.

ARTICLE V.

NAMES AND ADDRESSES OF INCORPORATORS

The names and addresses of the Incorporators to these Articles of Incorporation are:

<u>Name</u>	<u>Address</u>
Stanley Markofsky	3696 N. Federal Highway Suite 203 Ft. Lauderdale, FL 33308

ARTICLE VI.

MANAGEMENT OF ASSOCIATION AFFAIRS

The affairs of the Association shall be managed and governed by its directors, composed of not less than three (3) nor more than the numbers specified in the By-Laws. The directors, subsequent to the first Board of Directors, shall be elected at the annual meeting of the membership for a term of one (1) year or until their successors shall be elected and shall qualify. Provisions for such election and provisions respecting the removal, disqualification and resignation of directors, and for the filling of vacancies on the Board of Directors shall be established by the By-Laws.

Notwithstanding the above provisions, the Developer shall determine the number of directors who shall not be less than three (3) and shall appoint the directors to serve until their successors shall be elected or appointed and shall qualify. The Developer, at its option, may at any time terminate its right to elect or appoint directors.

The principal officers of the Association shall be the President, Vice-President, Secretary and Treasurer (the office of Secretary and Treasurer may be held by one person) who shall be elected from time to time in the manner set forth in the By-Laws as adopted by the Association.

ARTICLE VII.

OFFICERS AND DIRECTORS

The names and addresses of the persons constituting the first Board of Directors who are to serve until the first election or appointment are:

<u>Title</u>	<u>Name</u>	<u>Address</u>
President/Director	Stanley Markofsky	3696 N. Federal Highway Suite 203 Ft. Lauderdale, FL 33308
Vice-President/ Director	Mark D. Ackerman	7331 Office Park Place Building A - Suite 400 Viera, FL 32940
Secretary/Treas- urer/Director	Matthew Markofsky	3696 N. Federal Highway Suite 203 Ft. Lauderdale, FL 33308

ARTICLE VIII.

BY-LAWS

The By-Laws of the Association shall initially be made and

adopted by its first Board of Directors. The first Board of Directors shall have full power to amend, alter or rescind the By-Laws until the filing of the Declaration of Covenants, Restrictions and Easements involving the property described in Article II hereof. Upon the filing of the Declaration of Covenants, Restrictions and Easements, the By-Laws may be amended, altered, supplemented or modified by the membership at a duly convened meeting of the majority of the residential owners; provided, however, that the proposed change is unanimously approved by the Board of Directors. If the proposed change has not been unanimously approved by the Board of Directors of the Association, then the change shall require the vote of not less than two-thirds (2/3rds) of the owners of residences. Proposals to amend the By-Laws shall contain the full text of the By-Laws to be amended; new words shall be inserted in the text underlined and words to be deleted shall be lined through with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of the words added or deleted; however, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial re-wording of By-Laws. See By-Law for present text." No amendments shall change the rights and privileges of the Developer as set forth in the Declaration of Covenants, Restrictions and Easements without the written approval of the Developer.

ARTICLE IX.

AMENDMENTS

Amendments to these Articles of Incorporation shall be adopted in the following manner:

(a) Notice of the subject matter of a proposed amendment shall be included in the notice of meeting at which a proposed amendment is considered;

(b) An amendment may be proposed by any member or by the Board of Directors;

(c) A resolution adopting a proposed amendment must be approved by not less than two-thirds (2/3rds) of the Directors;

(d) In the alternative, an amendment may be made by an agreement, signed and acknowledged by all of the residence owners in the manner required for the execution of a deed;

(e) Directors not present at the meeting considering the amendment may express their approval in writing;

(f) No amendment shall discriminate against any residential owner nor against any residence, class or group of residential owners unless all of the residential owners so affected and all of their mortgagees shall give their prior written consent thereto;

(g) No amendment shall, directly or indirectly, adversely affect the Developer;

(h) An amendment shall be effective when a copy thereof, together with a certificate of the Secretary of this Association that such amendment was adopted pursuant to the provisions of this section, has been filed with the Secretary of State, and recorded in the Public Records of Lee County.

ARTICLE X.

POWERS AND DUTIES

The Association shall have all of the following powers and duties:

(a) All of the powers and duties set forth and described under Florida Statutes and law.

(b) All of the powers and duties contained in the Declaration of Covenants, Restrictions and Easements and Exhibits attached thereto.

ARTICLE XI.

COMPENSATION AND DISTRIBUTION

The Association may pay compensation in a reasonable amount to its members, directors and officers for services rendered, may confer benefits upon its members in conformity with its purposes, and upon partial or complete dissolution or final liquidation may make distribution to its members as permitted by the court having jurisdiction thereof, and no such payment, benefit or distribution shall be deemed to be a dividend or a distribution of income. Notwithstanding any provisions herein to the contrary, in the event the Association is dissolved, the assets shall be dedicated to a public body, or conveyed to a non-profit organization with similar purposes to the Association.

ARTICLE XII.

RESIDENT AGENT

Joel S. Piotrkowski, Attorney-at-Law, 317 - 71st Street, Miami Beach, Florida 33141 is appointed resident agent for service of process upon this Association, subject to the right of this Association to change the resident agent in the manner provided by the laws of the State of Florida.

ARTICLE XIII.

INDEMNIFICATION

The Association shall indemnify any person who was or is a party or is threatened to be made party to any threatened, pending or completed claim, action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he 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, partner, officer, employee or agent of another association, corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such claim, action, suit or proceedings if he acted in good faith and in a manner he reasonably believes 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 that his conduct was unlawful. The Association shall further indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed claim, action or suit, by or in the right of the Association to procure a judgment in its favor by reason of the fact that he 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, partner,, officer, employee or agent of another association, corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such claim, action or suit if he 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 except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for misconduct in the performance of his duty to the Association. The expenses incurred in defending any civil or criminal action, suit or proceeding is to be paid by the Association in advance of the final disposition of such actions, suits or proceedings as authorized by the Board of Directors. The indemnification provided herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any statute, rule of law or otherwise. This indemnification 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 representative of such person. The Association shall have 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 was serving at the request of the Association as a director, partner, 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 power to indemnify him against such liability under the provisions of this section. The invalidity or unenforceability of any provision hereof shall not in any way affect the remaining portions hereof which shall continue in full force and effect. Any reference herein to the male gender shall also include the female gender.

ARTICLE XIV.

APPROVAL OF HUD.

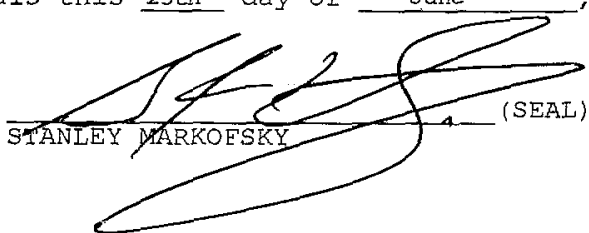
Annexation of additional properties which are not currently within the Forest Lake Townhouse Complex, mergers and consolidations, mortgaging of common area, dissolution and amendment of these Articles requires the prior approval of the Housing and Urban Development Association so long as there is Class B membership in the Association.

ARTICLE XV.

DISPOSITION OF ASSETS UPON DISSOLUTION

If the Association is dissolved, the assets shall be dedicated to a public body, or conveyed to a non-profit organization with similar purposes to the Association.

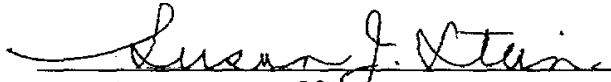
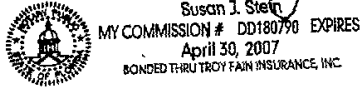
We, the undersigned, being each of the subscribers hereto, do hereby subscribe to these Articles of Incorporation and have hereunto set our hands and seals this 25th day of June, 2003.


STANLEY MARKOFSKY

(SEAL)

STATE OF FLORIDA)
 :SS.
COUNTY OF BROWARD)

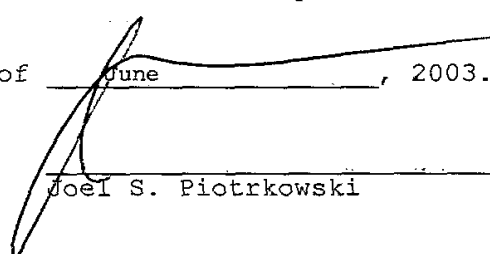
The foregoing instrument was acknowledged before me this
25th day of June, 2003, by Stanley Markofsky, who
is personally known to me and who did take an oath.

ACCEPTANCE OF DESIGNATION OF RESIDENT AGENT

Joel S. Piotrkowski does hereby accept the foregoing
designation as Resident Agent for service of process on behalf of
the above Association.

Dated this 25th day of June, 2003.


Joel S. Piotrkowski

FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
03 JUN 30 PM 12:56

Exhibit "A"

Lots 2 and 3, Block H, METRO PARK, according to the map or plat thereof, as recorded in Plat Book 36, Page 123 through 126, of the Public Records of Lee County, Florida; LESS AND EXCEPT the following portion of Lot 2 being described as follows:

Commencing at a permanent reference monument at the Southwest corner of Lot 1, Block G, of Metro Park, Plat Book 36, Pages 123 through 126, of the Public Records of Lee County, Florida; thence North 88 degrees 33'45" East, a distance of 1314.36 feet to a point along the Easterly right of way line of Metro Parkway; also being the Southwest corner of Lot 1, Block H of said Plat, and being the Point of Beginning; thence continuing from the Point of Beginning North 88 degrees 33'45" East, a distance of 1237.21 feet to a point; thence North 01 degrees 03'10" West, a distance of 749.53 feet to a point, thence South 89 degrees 48'08" West, a distance of 764.41 feet to a point; thence North 30 degrees 42'24" East, a distance of 91.81 feet to a point; thence North 18 degrees 19'46" West, a distance of 175.69 feet to a point; thence South 89 degrees 48'08" West, a distance of 690.76 feet to a point, a point that intersects the Easterly right of way line of Metro Parkway, continuing Southerly along said right of way through a non-tangent curve to the East, having for its elements, a radius of 2794.79 feet, an arc distance of 13.84 feet, a delta of 00 degrees 17'02", a chord bearing of South 1809'28" East, a chord distance of 13.84 feet; thence South 18 degrees 19'46" East, a distance of 300.00 feet to a point; thence through a curve to the West having for its elements, a radius of 2974.39 feet, an arc distance of 739.12 feet, a delta of 15 degrees 09'10", a chord bearing of South 11 degrees 05'43" East, a chord distance of 736.98 feet, being the Point of Beginning.

Also known as:

All of Lot 3 and the Remainder of Lot 2, Block H, METRO PARK, according to the map or plat thereof, as recorded in Plat Book 36, Pages 123 through 126, of the Public Records of Lee County, Florida.

REMAINDER OF LOT 2, BLOCK H

That part of Lot 2, Block H, Metro Park, according to the map or plat thereof as recorded in Plat Book 36, Page 123 through 126, of the Public Records of Lee County, Florida, and being more particularly described as follows:

BEGINNING at the Northwesterly corner of said Lot 2, Block H, run thence along the Northerly boundary of said Lot 2, the following two (2) courses: 1) North 88 degrees 26'51" East, a distance of 1053.26 feet (1053.23 feet Plat); 2) North 43 degrees 27'15" East, a distance of 690.24 feet to the Northeasterly corner of said Lot 2, thence along the Easterly boundary of said Lot 2, South 01 degrees 03'10" East, a distance of 1091.22 feet to the Southeasterly corner of said Lot 2, thence along the Southerly boundary of said Lot 2, South 89 degrees 48'08" West, a distance of 764.41 feet; thence North 30 degrees 42'24" East, a distance of 91.81 feet; thence North 18 degrees 19'46" West, a distance of 175.69 feet; thence South 89 degrees 48'08" West, a distance of 691.06 feet to a point on a curve on the Easterly right of way line of Metro Parkway, according to the map or plat thereof as recorded in Plat Book 36, Pages 123 through 126, of the Official Records of Lee County, Florida, thence along said Easterly right of way line, Northerly, 331.71 feet along the arc of a curve to the right having a radius of 2794.79 feet and a central angle of 06 degrees 48'02" (chord bearing North 14 degrees 38'45" West), a

distance of 331.52 feet to the Point of Beginning.

AND ALSO KNOWN AS:

A parcel of land lying in Section 31, Township 44 South, Range 25 East, in the City of Fort Myers, Lee County, also being all of Lot 3, of Block "H", and a portion of Lot 2, Block "H", of METRO PARK, according to the Plat thereof, as recorded in Plat 36, Page 123, of the Public Records of Lee County Florida, and being more particularly described as follows:

BEGINNING at the Southeast corner of Lot 2, Block "H", of METRO PARK, as recorded in Plat Book 36, at Page 123, of the Public Records of Lee County Florida; thence run along the South boundary of said Lot 2, South 89 degrees 48'08" West, 764.41 feet to a point on the Westerly boundary of a "Preserve Area" as shown on said plat of Metro Park; thence along the Northwesterly boundary of the "Preserve Area" North 30 degrees 42'24" East, 91.81 feet; thence North 18 degrees 19'46" West, 175.69 feet; thence South 89 degrees 48'08" West, 691.06 feet to a point on the Easterly right-of-way line of Metro Parkway (140' Right-of-Way) said point being on a curve; thence along said easterly right-of-way line for the following two (2) courses: 1) Northerly, 839.60 feet along the arc of a curve to the right having a radius 2794.79 feet and a central angle of 17 degrees 12'45" (chord bearing North 09 degrees 26'23" West, 836.45 feet) to a point of tangency; 2) North 00 degrees 50'00" West, 194.53 feet to a point of intersection with the North boundary of Lot 3, Block "H" of said Metro Park; thence along said North boundary for the following two (2) courses: 1) North 88 degrees 26'51" East, 1247.73 feet; thence North 88 degrees 24'22" East, 332.73 feet to a point of intersection with the East boundary of said Lot 3, Block "H"; thence along said East boundary South 01 degrees 03'10" East, 1303.60 feet to the POINT OF BEGINNING.

FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
03 JUN 30 PM 12:55