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FLORIDA NON-PROFIT CORPORATION

Fox Hill Condominium Association, Inc.

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**ARTICLES OF INCORPORATION FOR
FOX HILL CONDOMINIUM ASSOCIATION, INC.**

The undersigned incorporator, for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, hereby adopts the following Articles of Incorporation:

ARTICLE 1

NAME

The name of the corporation shall be FOX HILL CONDOMINIUM 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 By-Laws of the Association as the "By-Laws".

ARTICLE 2

PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act as it exists on the date hereof (the "Act") for the operation of that certain condominium to be located in Palm Beach County, Florida, and to be known as FOX HILL CONDOMINIUM (the "Condominium").

ARTICLE 3

DEFINITIONS

The terms used in these Articles shall have the same definitions and meaning as those set forth in the Declaration of the Condominium (the "Declaration") to be recorded in the Public Records of Palm Beach County, Florida, 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:

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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, the By-Laws or the Act.

4.2 Enumeration. The Association shall have all of the powers and duties set forth in the Act, and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and as more particularly described in the By-Laws, 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 Unit 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 Condominium Property, and other property acquired or leased by the Association.

(d) To purchase insurance upon the Condominium Property and insurance for the protection of the Association, its officers, directors and Unit Owners.

(e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Condominium Property and the general conduct of the Unit Owners.

(f) To approve or disapprove the leasing, transfer, ownership and possession of Units as may be provided by the Declaration.

(g) To enforce by legal means the provisions of the Act, the Declaration, these Articles, the By-Laws, and the Rules and Regulations of or the use of the Condominium Property, subject, however, to the limitation regarding assessing Units owned by Developer for fees and expenses relating in any way to claims or potential claims against Developer as set forth in the Declaration and/or By-Laws.

(h) To contract for the management and maintenance of the Condominium Property and to authorize a duly licensed management agent (which may be an affiliate of Developer) 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 Elements with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium Act, including, but not limited to, the

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making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

(i) To employ personnel to perform the services required for the proper operation of the Condominium.

4.3 Condominium Property. All funds and the title 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 By-Laws.

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 or as otherwise authorized by the Florida not-for-profit Corporation

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, the By-Laws and the Act, provided that in the event of conflict, the provisions of the Act shall control over those of the Declaration and By-Laws.

ARTICLE 5

MEMBERS

5.1 Membership. The members of the Association shall consist of all of the record title Owners of Units in the Condominium from time to time, and after termination of the Condominium, shall also consist of those who were members at the time of such termination, and their successors and assigns.

5.2 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 Unit for which that share is held.

5.3 Voting. On all matters upon which the membership shall be entitled to vote, there shall be only one (1) vote for each Unit, which vote shall be exercised or cast in the manner provided by the Declaration and By-Laws. Any person or entity owning two (2) or more Units shall be entitled to one (1) vote for each Unit owned.

5.4 Meetings. The By-Laws shall provide for an annual meeting of members, and may make provision for regular and special meetings of members other than the annual meeting.

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ARTICLE 6

TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE 7

INCORPORATOR

The name and address of the Incorporator of this Corporation is:

Brad Eavenson, Esq.
4100 RCA Boulevard
Palm Beach Gardens, FL 33410

ARTICLE 8

OFFICERS

The affairs of the Association shall be administered by the officers holding the offices designated in the By-Laws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The By-Laws may provide for the removal from office of officers for filling vacancies and for the duties and qualifications of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

- President: Mitchell Frank
7685 Lake Worth Road, Lake Worth, Florida 33467
- Vice-President Todd Morici
7685 Lake Worth Road, Lake Worth, Florida 33467
- Secretary: Mitchell Frank
7685 Lake Worth Road, Lake Worth, Florida 33467
- Treasurer: Mitchell Frank
7685 Lake Worth Road, Lake Worth, Florida 33467

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ARTICLE 9

DIRECTORS

9.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board consisting of the number of directors determined in the manner provided by the By-Laws, but which shall consist of not less than three (3) directors. Directors need not be members of the Association prior to turnover by the Developer. Thereafter, Directors shall be an Owner of a Unit or authorized representatives of an entity which owns a Unit in the Condominium.

9.2 Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners when such approval is specifically required.

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 By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

9.4 First 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 taken office, as provided in the By-Laws, are as follows:

Mitchell Frank	7685 Lake Worth Road, Lake Worth, Florida 33467
Todd Morici	7685 Lake Worth Road, Lake Worth, Florida 33467
Michael Porath	7685 Lake Worth Road, Lake Worth, Florida 33467

9.5 Developer and Non-Developer Elected Directors. When Unit Owners other than the Developer own fifteen percent (15%) or more of the Units of the Condominium, the Unit Owners other than Developer shall be entitled to elect no less than one third (1/3) of the members of the Board of Directors. Unit Owners other than Developer are entitled to elect not less than a majority of the members of the Board of Directors of the Corporation upon the earlier of:

- (a) Three (3) years after fifty percent (50%) of the Units that will ultimately be members of the Association have been conveyed to Buyers;
- (b) Three (3) months after ninety percent (90%) of the Units that will ultimately be members of the Association have been conveyed to Buyers;
- (c) When all the Units that will be members of the Association have been completed, some of them have been conveyed to Buyers, and none of the others are being

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offered for sale by Developer in the ordinary course of business;

(d) When some of the Units have been conveyed to Buyers and none of the others are being constructed or offered for sale by Developer in the ordinary course of business;

(e) Seven (7) years after recordation of the Declaration; or

(f) Developer so declaring by written notice to the Unit Owners.

Notwithstanding the foregoing, so long as Developer owns more than eighty five percent (85%) of the Units in the Condominium which will be operated ultimately by the Corporation, Developer shall be entitled to designate and appoint all members of the Board of Directors. Developer shall be entitled to designate and appoint all Directors whom the other Unit Owners shall not be entitled to elect. Directors appointed by Developer shall not be required to be Owners or residents of Units in the Condominium. Any successor of Developer designated in the manner provided in the Declaration shall be entitled to the rights of Developer stated in this paragraph.

Developer is entitled to elect at least one member of the Board of Directors as long as Developer holds for sale in the ordinary course of business at least five percent (5%) of the total Units in the Condominium. Following the time that Developer relinquishes control of the Association, Developer may exercise the right to vote any Units owned by Developer in the same manner as any other Unit Owner except for purposes of reacquiring control of the Association or selecting the majority members of the Board of Directors.

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, committee member or agent of the Association (each, an "Indemnitee"), against expenses, 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 determines, after all available 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 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 specifically determines that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo

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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 reasonably 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 was unlawful.

10.2 Expenses. To the extent that an Indemnitee 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 Indemnitee 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 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 anyone who has ceased to be a director, officer, employee, committee member, 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 Indemnitee (current or prior) or is or was serving, at the request of the Association, as a director, officer, employee, committee member 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.

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

ARTICLE 11

BY-LAWS

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the By-Laws and the Declaration.

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ARTICLE 12

AMENDMENTS

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

12.1 Notice. Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in Chapter 617, Florida Statutes, or such successor statute, as applicable. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

12.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-half ($\frac{1}{2}$) of the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing the approval is delivered to the Secretary at or prior to the meeting. The approvals must be:

(a) by not less than a majority of the votes of all of the members of the Association represented at a meeting at which a quorum thereof has been attained and by not less than sixty-six and two-thirds (66 $\frac{2}{3}$ %) percent of the entire Board of Directors; or

(b) by not less than one hundred (100%) percent of the entire Board of Directors.

12.3 Limitation. No amendment shall make any changes in the qualifications for membership, nor in the voting rights or property rights of members, nor any changes in Sections entitled "Powers", without the approval in writing of all members and the joinder of all record Owners of mortgages upon Units. No amendment shall be made that is in conflict with the Act, the Declaration or the By-Laws, nor shall any amendment 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 Developer, or an affiliate of Developer, unless Developer shall join in the execution of the amendment. No amendment to this paragraph shall be effective.

12.4 Developer Amendments. To the extent lawful, the Developer may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Developer alone.

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12.5 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 13

REGISTERED AGENT/PRINCIPAL OFFICE

The initial registered office of this corporation shall be at 4100 RCA Boulevard, Suite 100, Palm Beach Gardens, Florida 33410 with the privilege of having its office and branch offices at other places within or without the State of Florida. The initial registered agent at that address shall be Brad Eavenson, Esq. The initial principal office of the corporation shall be at 7685 Lake Worth Road, Lake Worth, Florida 33467.

IN WITNESS WHEREOF, the Incorporator has affixed his signature the day and year set forth below.

Date: 9/11 2003

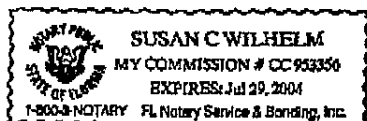

Brad Eavenson, Incorporator

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Brad Eavenson to me known to be the person described and who executed the foregoing instrument and acknowledged before me that he executed the same for the purposes therein expressed. **WITNESS** my hand and official seal in the County and State last aforesaid this 11th day of SEPT., 2003.

Notary Public
Sign: SUSAN C. WILHELM

Print: SUSAN C. WILHELM
State of Florida at Large
My Commission Expires:



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CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WHEREIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.

In compliance with the laws of Florida, the following is submitted:

That Fox Hill Condominium Association, Inc., desiring to organize under the laws of the State of Florida with its principal office at 7685 Lake Worth Road, Lake Worth, Florida 33467 in the County of Palm Beach, State of Florida, the corporation named in the said Articles has named Bradley B. Eavenson, Esquire located at 4100 RCA Boulevard, Suite 100, Palm Beach Gardens, Florida 33410 as its statutory registered agent.

Having been named the statutory registered 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 11th day of September, 2003.



Bradley B. Eavenson
REGISTERED AGENT

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