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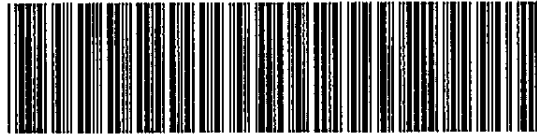
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05 JUN 16 AM 11:42

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05 JUN 16 PM 2:36

B. McKnight JUN 17 2005

## CAPITAL CONNECTION, INC.

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

Wellington Park at Coconut Creek  
Commercial Condominium  
Association, Inc.

Signature \_\_\_\_\_

Requested by: \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

Time \_\_\_\_\_

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

Will Pick Up \_\_\_\_\_

☒ 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 \_\_\_\_\_

\_\_\_\_ Driving Record \_\_\_\_\_

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

\_\_\_\_ UCC 11 Search \_\_\_\_\_

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

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

ARTICLES OF INCORPORATION OF  
WELLINGTON PARK AT COCONUT CREEK COMMERCIAL CONDOMINIUM  
ASSOCIATION, INC.

(A FLORIDA CORPORATION NOT-FOR-PROFIT)

In order to form a corporation not-for-profit under and in accordance with Chapter 617 of the Florida Statutes, we, the undersigned, hereby associate ourselves into a corporation not-for-profit for the purposes and with the powers hereinafter set forth and to that end, we do, by these Articles of Incorporation, certify as follows:

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EXPLANATION OF TERMINOLOGY

The terms contained in these Articles which are contained in the Declaration of Condominium ("Declaration") creating WELLINGTON PARK AT COCONUT CREEK COMMERCIAL CONDOMINIUM shall have the meaning of such terms set forth in the Declaration.

ARTICLE I

NAME

The name of this Association shall be WELLINGTON PARK AT COCONUT CREEK COMMERCIAL CONDOMINIUM ASSOCIATION, INC., whose present address 5333 Collins Avenue, No. 809, Miami Beach, Florida 33140.

ARTICLE II

PURPOSE OF ASSOCIATION

The purpose for which this Association is organized is to maintain, operate and manage the Condominium and to operate, lease, trade, sell and otherwise deal with the personal and real property thereof.

ARTICLE III

POWERS

The Association shall have the following powers which shall be governed by the following provisions:

A. The Association shall have all of the common law and statutory powers of a corporation not-for-profit and all powers set forth in the Florida Statutes Chapter 718, Florida Statutes Chapter 607, and Florida Statutes Chapter 617 which are not in conflict with or limit the terms of the Declaration, these Articles and the By-Laws of the Act.

B. The Association shall have all of the powers of an owners association under the Act and shall have all of the powers reasonably necessary to implement the purposes of the Association, including, but not limited to, the following:

1. to make, establish and enforce reasonable Rules and Regulations governing

accordance with the Act.

## 2. DISBURSEMENT OF DEPOSIT MONIES

Escrow Agent agrees to hold all Deposit Monies in escrow in the Account subject to and in accordance with the following terms and conditions:

A. Prior to the closing of title with respect to a Contract (which closing is hereafter referred to as "Closing") , Deposit Monies from payments made under such Contract by a Purchaser who properly voids such Contract ("Avoidance") shall be paid by Escrow Agent to such Purchaser free of all costs of the escrow, And Deposit Monies from payments made by a Purchaser under such Contract shall be paid by Escrow Agent to Developer in case of a default by Purchaser in the performance of Purchaser's obligation under such Contract ("Default"). Escrow Agent shall make the payments required hereunder upon an Avoidance or a Default within ten (10) days after receipt by Escrow Agent of written notice of such Avoidance or from Developer designating the Purchaser and the Contract which has been Avoided or Defaulted, the amount of the Deposit Monies which should be released from escrow And to whom and where such amount should be paid; provided, however, that copy of such notice has been mailed simultaneously therewith, via registered or certified mail, return receipt requested, to the Purchaser under the Avoided or Defaulted Contract,

B. In the event of a Closing, Escrow Agent shall disburse to Developer tile Deposit Monies with respect to such Contract in accordance with Purchaser's authorization as contained in the Contract. Such Deposit Monies shall be disbursed to Developer upon written notice from Owner that such Closing has been completed.

C. In the event that, prior to a Closing, Escrow Agent receives written notice from the Purchaser that there is a dispute between. Purchaser and Developer, Escrow Agent shall, so notify the Developer in writing and continue to hold such Deposit Monies until it receives written instructions as to disbursement signed by both Developer and Purchaser In the alternative, Escrow Agent may disburse the disputed amount in accordance with the provisions of Article IV hereof

D. No interest will be earned or credited in connection with the deposits made pursuant to this Escrow Agreement and the Escrow Agent is not obligated to place the money in any type of interest bearing escrow account.

E. Notwithstanding anything contained herein to the contrary, Escrow Agent may, without further notice or authorization from any Purchaser on any Contract, transfer all Deposit Monies received pursuant to this Agreement to another escrow agent, who would otherwise qualify as a lawful escrow agent pursuant to the provisions of Florida Statutes, Chapter 718, provided, however, that prior to such transfer, such substitute escrow agent executes all Escrow Agreement substantially the same as this Agreement, and such Escrow Agreement is filed with the Division of Florida Land Sales, Condominium and Mobile Homes, as required by law.

## 3. LIABILITY OF ESCROW AGENT:

Escrow Agent shall not be responsible or liable in any manner whatsoever for the sufficiency or correctness as to form, manner of execution or validity of any instrument deposited in this escrow, nor as to the identity, authority or rights of any person. executing

the same, nor as to the sufficiency of the title to the property to be conveyed. Escrow Agent's duties hereunder shall, be limited to the safekeeping of such money, monies, instruments and other documents received by it: as such escrow holder, and for the disposition of the same in accordance with the terms and provisions of this Escrow Agreement.

#### 4. DISPUTES

In the event Escrow Agent is joined as a party to a lawsuit by virtue of the fact that it is holding a Purchaser's Deposit Monies, Escrow Agent shall, at its option, either tender said Deposit Monies into the registry of the Court or disburse same in accordance with the Court's ultimate disposition of the case, and Escrow Agent shall be entitled to its reasonable attorney's fees and Court, cost at all trial and appellate levels.

#### 5. TERM OF AGREEMENT

A. This Agreement shall remain in effect unless and until it is cancelled in either of the following manners:

(i) Upon written notice given by Developer of cancellation of designation or Escrow Agent to act and serve in said capacity, in which event, cancellation shall take effect within thirty (30) days after notice to Escrow Agent of such cancellation by Developer; or,

(ii) Escrow Agent may resign as Escrow Agent at any time upon giving notice to Developer of its desire to so resign, provided, however, that resignation of said Escrow Agent shall take effect thirty (30) days after the giving of said notice of resignation.

B. In the event Developer fails to designate a successor Escrow Agent within the period described hereinabove, Escrow Agent shall have the right to deposit all funds, reservations and Contracts held hereunder into the registry of an appropriate court and request judicial determination of the rights between the parties, by interpleader or other appropriate action, in which event the prevailing party shall be entitled to its reasonable attorneys fees and Court costs.

C. Upon termination of the duties of Escrow Agent in either manner set forth in paragraph "A" of this Article V, Escrow Agent shall deliver any and all funds held by it in escrow and any and all Contracts or documents and copies if not the original, of its record while acting an Escrow Agent to the newly appointed Escrow Agent designated by Developer, and Escrow Agent shall not have the right to withhold the funds or documents and instruments from said newly appointed Escrow Agent.

#### 6. NON-EXCLUSIVE AGREEMENT

The parties hereto acknowledge and agree that nothing herein shall prohibit Escrow Agent from serving in a similar capacity on behalf of other Developers. Escrow Agent shall, upon written request from Developer, transfer Deposit Monies to such other Escrow Agents as Developer shall direct in such request or requests.

#### 7. NOTICES

## ARTICLE VIII

### FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President:	Edward Kazanjian
Vice President:	Robert L. Kazanjian
Secretary/Treasurer:	John Kazanjian, Jr.

The street address of the initial office of this corporation is 5333 Collins Avenue, Suite 809, Miami, Florida 33140 and the name of the initial resident agent of this Corporation is Gary V. Smith, Esquire.

## ARTICLE IX

### BOARD OF DIRECTORS

A. The form of administration of the Association shall be by a Board of three (3) Directors.

B. The names and addresses of the persons who are to serve as the first Board of Directors ("First Board") are as follows

<u>NAME</u>	<u>ADDRESS</u>
Edward Kazanjian	2660 NW 15 <sup>th</sup> Court, Unit 101 Pompano Beach, FL 33069
Robert L. Kazanjian	2660 NW 15 <sup>th</sup> Court, Unit 101 Pompano Beach, FL 33069
John Kazanjian, Jr.	2660 NW 15 <sup>th</sup> Court, Unit 101 Pompano Beach, FL 33069

Developer reserves the right to designate successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided.

C. The First Board shall serve until the "Initial Election Meeting," as hereinafter described, which shall be held sixty (60) days after the sending of notice by Developer to the Association that Developer voluntarily waives its right to continue to designate the members of the First Board, whereupon the First Board shall resign and be succeeded by the "Initial Elected Board" (as hereinafter defined).

D. Within seventy-five (75) days after the Unit Owners, other than the Developer, are entitled to elect a member of the Board of Administration (Directors) of the Association, the Association, shall call, and give not less than sixty (60) days notice of an election for the members of the Board of Administration. The election shall proceed as provided in Florida Statutes Chapter 718.112 (2) (d). The notice may be given by any Unit Owner if the Association fails to do so. Upon election of the first

Unit Owner, other than Developer, to the Board of Administration, the Developer shall forward to the Bureau of Condominiums the name and mailing address of the Unit Owner Board Member.

#### AMENDMENTS

A. Prior to the recording of the Declaration amongst the Public Records of Broward County, Florida, these Articles may be amended only by an instrument in writing signed by all of the Directors and filed in the office of the Secretary of State of the State of Florida. The instrument amending these Articles shall identify the particular Article or Articles being amended and give the exact language of such amendment, and a certified copy of such amendment shall always be attached to any certified copy of these articles and shall be an exhibit to the Declaration upon the recording of any such Declaration.

B. After the recording of the Declaration amongst the Public Records of Broward County, Florida, these Articles may be amended in the following manner;

1. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting (whether of the Board or of the Members) at which such proposed amendment is to be considered; and

2. A resolution approving the proposed amendment may be first passed by either the Board or the Members. After such approval of a proposed amendment by one of said bodies, such proposed amendment must be submitted and approved by the other of said bodies. Approval by the Members must be by a vote of a majority of the Members present at a meeting of the membership at which a quorum (as determined in accordance with the By-Laws) is present and approval by the Board must be by a majority of the Directors present at any meeting of the Directors at which a quorum (as determined in accordance with the By-Laws) is present.

C. A copy of each amendment shall be certified by the Secretary of State and recorded amongst the Public Records of Broward County, Florida.

D. Notwithstanding the foregoing provisions of this Article XII, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of Developer, including the right to designate and select the Directors as provided in Article IX hereof, or the provisions of this Article XII, without the prior written consent therefore by Developer.

E. Except as otherwise provided in Section 718.110(4) and 718.110(8), notwithstanding anything contained herein to the contrary, while the Developer is entitled to appoint a majority of the Board of Directors, these Articles may be amended by a majority of the Board of Directors evidenced by a certificate of the association, provided that such Amendment shall not increase the proportion of common expenses nor decrease the ownership of Common Elements borne by the Unit Owners or change a Unit Owner's voting rights without the consent of the affected Unit Owners. Said Amendment need only be executed and acknowledged by the Association and the consent of the Unit Owners, the owner and holder of any lien encumbering a Unit in this Condominium, ( or any others, shall not be required.)

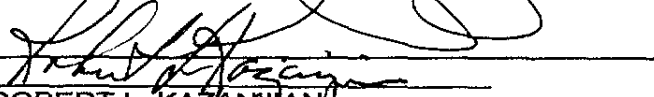
ARTICLE XIII  
REGISTERED AGENT


The name and address of the initial Registered Agent is:

GARY V. SMITH, ESQUIRE  
LYONS AND SMITH, P.A.  
1230 NW SEVENTH STREET  
MIAMI, FLORIDA 33125

IN WITNESS WHEREOF, the Subscribers have hereunto affixed their signatures this 10 day of June, 2005.

  
EDWARD KAZANJIAN

  
ROBERT L. KAZANJIAN

  
JOHN KAZANJIAN, JR.

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

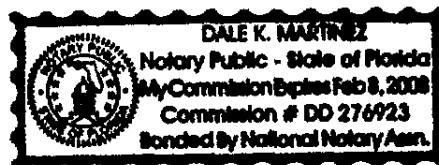
I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared EDWARD KAZANJIAN, ROBERT L. KAZANJIAN and JOHN KAZANJIAN, JR., to me personally known to be the persons described as the Subscribers in and who executed the foregoing Articles of Incorporation, and they acknowledged before me that they executed the same of the purposes therein expressed, and who did take oaths.

WITNESS my hand and official seal in the County and State aforesaid, this 10<sup>th</sup> day of June, 2005.

My Commission expires: 2-8-08

 (SEAL)

Notary Public  
Print Name: \_\_\_\_\_





ACKNOWLEDGMENT BY DESIGNATED (REGISTERED) AGENT

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED NON-PROFIT CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT TO ACT IN THIS CAPACITY, AND AGREE TO COMPLY WITH THE PROVISION OF SAID ACT RELATIVE TO KEEPING OPEN SAID OFFICE.

DATED THIS 10 DAY OF June, 2005.

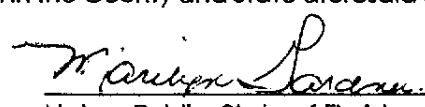
  
GARY V. SMITH (Registered Agent)

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

I HEREBY CERTIFY that on this 10 day of June, 2005, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, GARY V. SMITH to me known to be the individual described in and who executed the foregoing instrument as registered agent to the Articles of Incorporation of WELLINGTON PARK AT COCONUT CREEK COMMERCIAL CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, and he severally acknowledged to me that he signed and executed such instrument for the uses and purposes therein stated.

IN WITNESS WHEREOF, I have set my hand and official seal in the County and State aforesaid on the day and year last above written.

My Commission Expires:

  
Notary Public, State of Florida



Marilyn Gardner  
Commission #DD333897  
Expires: Jun 29, 2008  
Bonded Thru  
Atlantic Bonding Co., Inc.

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