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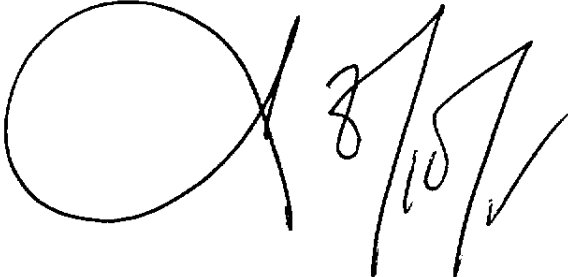
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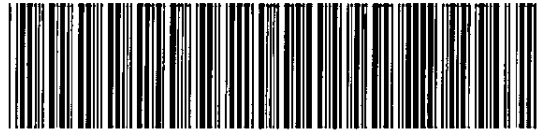
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U.S. DEPARTMENT OF JUSTICE



FLORIDA DEPARTMENT OF STATE

Glenda E. Hood  
Secretary of State

August 2, 2005

RICHARD W. CARLSON, JR., ESQ.  
2377 CRAWFORD COURT  
LANTANA, FL 33462-2511

SUBJECT: WELLINGTON RESERVE OFFICE PARK PROPERTY OWNERS  
ASSOCIATION, INC.  
Ref. Number: W05000036321

We have received your document for WELLINGTON RESERVE OFFICE PARK  
PROPERTY OWNERS ASSOCIATION, INC.. However, upon receipt of your  
document no check was enclosed. Please send a check or money order payable  
to the Department of State.

Your document will be retained in our pending file.

The corporate filing fees for profit and nonprofit, domestic or foreign are as  
follows:

Filing Fees	\$35.00
Registered Agent Designation	\$35.00
Certified Copy	\$8.75
Certificate of Status	\$8.75

Please return the original and one copy of your document, along with a copy of  
this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call  
(850) 245-6934.

Loria Poole  
Document Specialist  
New Filings Section

Letter Number: 705A00049717

**Richard W. Carlson, Jr., Esq.**  
2377 Crawford Court  
Lantana, FL 33462-2511  
Phone (561) 433-0172  
Telecopier (561) 433-0874

August 4, 2005

Via Express Mail

Lori Poole  
Secretary of State  
Division of Corporations - Filing  
PO Box 6327  
Tallahassee, FL 32314

Re: Wellington Reserve Office Park POA - Filing Fee

Dear Ms. Poole:

Enclosed is the filing fee in the amount of \$78.75 for the above-referenced corporation. I apologize and am embarrassed that I failed to include the fee with the filing. Sorry for the additional work.

Please process the filing at your earliest convenience. I may be reached by cell phone at 561-632-5832 if there are any questions or concerns.

Thank you,

Sincerely,

  
Richard W. Carlson, Jr., Esq.

FILED  
05 AUG -9 AM 9:10  
CLERK OF THE COURT  
PALM BEACH COUNTY, FLORIDA

ARTICLES OF INCORPORATION  
OF  
WELLINGTON RESERVE OFFICE PARK PROPERTY OWNERS ASSOCIATION, INC.  
(A Florida Corporation Not-For-Profit)

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

ARTICLE I  
DEFINITIONS

The following words and phrases when used in these Articles of Incorporation (unless the context clearly reflects another meaning) shall have the following meanings:

1. "Additional Plat" means the plat of any "Additional Property" (as defined in the Declaration), provided a Supplemental Declaration for such Additional Property is recorded amongst the Public Records of the County.
2. "Articles" means these Articles of Incorporation and any amendments hereto
3. "Association Expenses" means the expenses for which owners are liable to the Association as described in the Documents and includes, but is not limited to the costs and expenses incurred by the Association in administering, operating, maintaining, financing or repairing, but not reconstructing, replacing or improving, the Association Property or any portion thereof and improvements thereon and all costs and expenses incurred by the Master Association in carrying out its powers and duties as set forth in the Documents.
4. "Association Property " means the property more particularly described in Article II of the Declaration.
5. "Assessments" means the assessments for which Owners are obligated to the Association and includes Annual Assessments, Special Assessments, and Individual Assessments (as such terms are defined in the Declaration) and any and all other assessments which are levied by the Association in accordance with the Documents.
6. "Board" means the Board of Directors of the Master Association.
7. "Bylaws" means the bylaws of the Association and any amendments thereto.
8. "City" or "Village" means the Village of Wellington, in Palm Beach County, Florida.
9. "Completed" means a Building or Unit for which a certificate of completion has been issued by the Village of Wellington. As to Free Standing Buildings, the certificate of completion shall apply to the Building without regard to tenant improvements. As to

a condominium, the certificate of completion shall apply to the square footage of the Unit when that square footage is established by construction of the demising wall creating the boundaries of the Unit.

10. "Declarant" shall mean and refer to Ching's Development, a Florida corporation, and any successor or assign thereof to which Ching's Development, Inc., specifically assigns all or part of the rights of Declarant under the Declaration, by an express written assignment, whether recorded in the Official Records of the Clerk of the Circuit Court in and for Palm Beach County, Florida, or not and whether or not such right herein contains a specific statement that it is assignable. The written assignment may give notice as to which rights of Declarant are to be exercised and as to which portion of the Property. In any event, any subsequent declarant shall not be liable for any default or obligations incurred by any prior declarant, except as may be expressly assumed by the subsequent Declarant. In any event, any subsequent Declarant shall not be liable for any default or obligations incurred by any prior declarant, except as may be expressly assumed by the subsequent Declarant.

11. "Declaration" means the Declaration of Protective Covenants, Restrictions and Reservations, and Servitudes for Wellington Reserve Office Park, which is intended to be recorded amongst the Official Records of the Clerk of the Circuit Court in and for Palm Beach County, Florida, and any amendments and Supplemental Declarations thereto.

12. "Developer" means the developer of the Property, whether Declarant or some other person or entity, which shall be named as the "Developer" in any Supplemental Declaration submitting additional property to this Declaration.

13. "Director" means a member of the Board.

14. "Documents" means the Master Declaration, these Articles of Incorporation, the Bylaws, any Plat or waiver of platting, or other instrument creating a Lot, the Master Plan of the Wellington Reserve Office Park..

15. "Lot" means and refers to any parcel of land within Wellington Reserve Office Park designated for construction of a commercial building as shown on the Plat or by separate instrument describing as a separate lot the area shown on the Plat as reserved for development, together with the improvements thereon.

16. "Master Association" means the WELLINGTON RESERVE OFFICE PARK PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation not for profit.

17. "Member" means a member of the Master Association.

18. "Owner" means and refers to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, and in the case of a condominium form of ownership on any Lot, shall be the Unit Owner of a Condominium (as defined in the declaration of condominium), and includes Declarant for so long as Declarant owns fee simple title to a Lot or Unit, but excluding therefrom those having such interest as security for the performance of an obligation.

19. "Proposed" as to a Free Standing Building means any Building for which a certificate of completion for a Building has not as yet been issued by the Village of Wellington, excluding tenant improvements, and as to a Unit, means any Unit for which the demising walls creating the Unit dimensions have not been constructed.

20. "Plat" shall mean the plat or plat's of the Property recorded or to be recorded in the Public Records of the County, including the plat as recorded in Plat Book 103 Pages 178-180 of the Official Records of the Clerk of the Circuit Court in and for Palm Beach County, Florida, and any waiver of platting or other instrument so recorded evidencing the division of a Lot reserved for development or the Property. In the event an Additional Plat, waiver of platting, or other instrument creating another Lot is recorded in the Official Records, then the term "Plat" as used herein shall also mean such instrument, including any instrument adding or withdrawing land from the Wellington Reserve Office Park Declaration.

21. "Supplemental Declaration" means any instrument executed by Declarant with respect to the Additional Property, if any (provided Declarant is the owner thereof), which, when recorded in the Public Records of the County, shall commit such property to the provisions of the Declaration. A Supplemental Declaration may also add additional restrictions, declare certain properties to be or not to be Association Property, or withdraw properties from the Property and the provisions of the Declaration. A Supplemental Declaration may also withdraw portions of the Property from the provisions of the Declaration provided any such Supplemental Declaration is approved by the South Florida Water Management District as to the Preserve, and the Village of Wellington Attorney.

22. "Unit" means a Condominium Unit in any building owned in the condominium form of ownership.

23. "Wellington Reserve Office Park" means the Wellington Reserve Office Park, MUPD, development located in the Village of Wellington, Palm Beach County, Florida, which encompasses the Property.

Unless otherwise defined herein, the terms defined in the Declaration are incorporated herein by reference.

## ARTICLE II NAME

The name of this corporation shall be WELLINGTON RESERVE OFFICE PARK PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation not for profit, whose principal address and mailing address is 13167 Halifax Court, Wellington, FL 33414.

## ARTICLE III PURPOSES

The purpose for which the Association is organized is to take title to, operate, administer, manage, lease and maintain the Association Property in accordance with the

terms of, and purposes set forth in, the Documents and to carry out the Covenants and Restrictions, and enforce the provisions of the Documents.

#### ARTICLE IV POWERS

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

A. The Association shall have all of the common law and statutory powers of corporation not for profit under the laws of the State of Florida.

B. The Association shall have all of the powers granted to the Association in the Documents. All of the provisions of the Declaration and Bylaws which grant powers to the Association are incorporated into the Articles.

C. The Association shall have all of the powers reasonably necessary to implement the purposes of the Association, including, but not limited to, the following:

1. To perform any act required or contemplated by it under the Documents.

2. To make, establish, amend and enforce reasonable rules and regulations governing the use of the Association Property.

3. To make, levy and collect "Assessments" (as defined in the Declaration) for the purpose of obtaining funds from the Owners to pay Association Expenses and other costs defined in the Declaration and costs of collection, and to use and expend the proceeds of Assessments, if any in the exercise of the powers and duties of the Master Association.

4. To maintain, repair, replace and operate the Association Property in accordance with the Documents.

5. To enforce by legal means the obligations of the Members and the provisions of the Documents.

6. To employ personnel, retain independent contractors and professional personnel, and enter into service contracts to provide for the maintenance, operation, administration and management of the Association Property and to enter into any other agreements consistent with the purposes of the Master Association, including, but not limited to, agreements with respect to professional management of the Association Property and to delegate to such professional management certain powers and duties of the Master Association.

7. To enter into the Declaration and any amendments thereto and instruments referred to therein.

8. To provide, to the extent deemed necessary by the Board, any and all services and do any and all things which are incidental to or in furtherance of things listed above or to carry out the Master Association mandate to keep and maintain in a proper and aesthetically pleasing condition and to provide the Owners with services, amenities, controls and enforcement which will enhance the quality of the Wellington Reserve Office Park as a "Class A" office park.

9. Notwithstanding anything contained herein to the contrary, the Association shall be required to obtain the approval of Two-thirds (2/3) of the Voting Interest of the Members (at a duly called meeting of the Members at which a quorum is present) prior to the engagement of legal counsel by the Association for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

- a. the collection of Assessments;
- b. the collection of other charges which Owners are obligated to pay pursuant to the Documents;
- c. the enforcement of any applicable use and occupancy restrictions contained in the Documents;
- d. Dealing with an emergency when waiting to obtain the approval of the Members creates a substantial risk of irreparable injury to the Association Property or to Member(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of the Voting Members representing two-thirds [2/3] of the Members); or
- e. filling a compulsory counterclaim.

#### ARTICLE V MEMBERS AND VOTING

The qualification of Members of the Association, the manner of their admission to membership, the manner of the termination of such membership and the manner of the termination of such membership and the manner of voting by the Voting Members shall be as follows:

A. Until such time as the first deed of conveyance of a Lot or Unit from Declarant to an Owner is recorded amongst the Official Records of the Clerk of the Circuit Court in and for Palm Beach County, Florida, and the issuance of a certificate of completion by the Village of Wellington for a Building ("First Conveyance"), the membership of the Association shall be comprised solely of the incorporator of these Articles ("Incorporator"). The Incorporator shall be entitled to cast one(1) vote on all matters requiring a vote of the membership.

B. Upon both the conveyance of a Lot or Unit and issuance of a certificate of completion for a Building, membership of the Incorporator in the Association shall be



automatically terminated and thereupon Declarant shall be a Member as to each of the remaining Lots or Units until each such Lot or Unit is conveyed to another Owner, and thereupon and thereafter each and every Owner, including Declarant as to Lots owned by Declarant, shall be a Member and exercise all of the rights and privileges of a Member.

C. Membership in the Association for Owners other than Declarant shall be established by the acquisition of ownership of fee simple title to a Lot, or in the case of a condominium the fee simple ownership of a Unit, as evidenced by the recording of an instrument of conveyance amongst the Official Records of the Clerk of the Circuit Court in and for Palm Beach County. Where title to a Lot or Unit is acquired by conveyance from a party other than Declarant by means of sale, gift, inheritance, devise, judicial decree or otherwise, the person, persons, or entity thereby acquiring such Lot or Unit shall not be a voting Member unless or until such Owner shall deliver a true copy of the recorded deed or other instrument of acquisition title to the Association.

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

1. "Class A Members" shall be all Members, with the exception of Declarant while a Class B member, each of whom shall be entitled to one (1) vote for each One Thousand gross square feet or fraction thereof of building owned. In the case of a condominium on a Lot, the Common Elements of the Condominium shall be apportioned to the Unit Owners as set forth in the Declaration, and used for calculating gross square footage.

2. "Class B Members" shall be Declarant, who shall be entitled to three times the total number of votes of the Class A Members plus one. Class B membership shall cease and be converted to Class A membership upon the Turnover as defined in the Declaration.

On the Turnover Date, Class A Members, including Declarant shall assume control of the Association and elect not less than a majority of the Board.

E. No Member may assign, mortgage, pledge, hypothecate or transfer in any manner his membership in the Association except as an appurtenance to his Lot or Unit.

G Any Member who conveys or loses title to a Lot or Unit by sale, gift, devise, bequest, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, no longer be a Member with respect to each such Lot or Unit and shall lose all rights and privileges of a Member resulting from ownership of such Lot or Unit.

H. The vote of each Lot or Unit shall not be divisible. If there is more than one Owner with respect to a Lot or Unit as a result of the fee interest being held by more than one person, such Members collectively shall determine who among them shall be entitled to vote. The vote of the Owners of a Lot or Unit owned by more than one natural person or by a corporation or other legal entity shall be cast by the person named in a certificate signed by all of the Owners of the Lot or Unit, or if appropriate, by properly designated officers, partners or principals of the respective legal entity ("Voting Member"), and filed with the Secretary of the Master Association, and such certificate shall be valid until

revoked by a subsequent certificate. If such a certificate is not filed with the Secretary of the Master Association, the vote of such Lot or Unit shall not be considered for a quorum or for any other purpose.

1. A quorum shall consist of persons entitled to cast at least thirty percent (30%) of the total number of votes of the Membership. A quorum may be established by proxy.

#### ARTICLE VI TERM

The term for which the Master Association is to exist shall be perpetual. In the event of dissolution of the Master Association (unless same is reinstated), other than incident to a merger or consolidation, all of the assets of the Master Association shall be conveyed to a similar association or a public agency having a similar purpose, or any Member may petition the appropriate circuit court of the State of Florida having jurisdiction and venue in Palm Beach County, Florida, for the appointment of a receiver to manage the affairs of the dissolved Master Association and its properties in the place and stead of the dissolved Master Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Master Association and its properties.

#### ARTICLE VII INCORPORATOR

The name and address of the Incorporator of these Articles are:

Richard W. Carlson, Jr., Esq.  
2377 Crawford Court  
Lantana, FL 33462-2511

#### ARTICLE VIII OFFICERS

The affairs of the Association shall be managed by the President of the Association, assisted by the Vice President(s), Secretary and Treasurer, and, if any, by the Assistant Secretary(ies) and Assistant Treasurer(s), subject to the directions of the Board. Except for officers elected prior to the Turnover Date, officers must be Members of the Master Association.

The Board shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine. The President shall be elected from amongst the membership of the Board, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, the office of President and a Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

ARTICLE IX  
FIRST OFFICERS

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

President	-	Shih C. Ching
Vice President	-	Richard W. Carlson, Jr., Esq.
Secretary/Treasurer	-	Michael Pines

ARTICLE X  
BOARD OF DIRECTORS

A. The number of Directors on the first Board of Directors of the Association ("First Board") and the Initial Elected Board (as hereinafter defined) shall be three (3), all of whom shall be appointed by Declarant. The number of Directors constituting the Board which is elected by the Members subsequent to the "Declarant's Resignation Event" (as hereinafter defined) shall be not less than three nor more than seven, as the Board shall from time to time determine prior to each meeting at which Directors are to be elected. Except for Declarant-appointed and Developer-appointed Directors, Directors must be Members or the members designee as established by a notarized certificate for such purpose filed with the Secretary of the Association. There shall be only one (1) vote for each Director.

B. The names and addresses of the persons who are to serve as Directors on the First Board are as follows:

<u>NAMES</u>	<u>ADDRESSES</u>
Shih C. Ching	13167 Halifax Court, Wellington, FL 33414
Richard W. Carlson, Jr., Esq.	2377 Crawford Ct., Lantana, FL 33462-2511
Michael A. Pines	4720 N.W. Boca Raton Blvd., Boca Raton, FL 33431

Declarant reserves the right to replace and/or designate and select successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided.

C. Declarant intends that the Wellington Reserve Office Park, when ultimately developed, will contain office buildings, in the square footages as set forth on the approved Master Plan. Notwithstanding the foregoing, Declarant has reserved the right in the Declaration to modify its plan of development, including, without limitation, a change of uses to any use not a prohibited use in the Declaration, add land to and withdraw land from the Wellington Reserve Office Park, or modify square footages. The

number of votes may change accordingly. Further, the number of votes will change as buildings are Completed. In the event of a change to the Land or potential square footages or uses affecting the votes, a Supplemental Declaration identifying the change shall be recorded in the Official Records of the Clerk of the Circuit Court in and for Palm Beach County.

D. Upon the Turnover, the Members, including Declarant and any Developers, shall be entitled, through their Voting Members, to elect the Board. The election of the Board by the Members shall occur at a special meeting of the membership to be called by the Board for such purpose ("Initial Election Meeting"). The First Board shall serve until the Initial Election Meeting.

E. At the Initial Election Meeting, Members, who shall include Declarant and any Developers, the number of which may change from time to time, shall elect the Director(s), with the number of Directors to be determined as described in Section 1 hereinabove. Declarant, until the Declarant's Resignation Event, shall be entitled to designate a number of Directors-at-Large (which shall be at least one [1] and not more than three [3]). This group of Directors shall constitute the "Initial Elected Board." Declarant reserves and shall have the right, until the Declarant's Resignation Event, to name the successor, if any, to any Director it has so designated.

F. The Board shall continue to be so designated and elected, as described in Section E above, at each subsequent "Annual Members' Meeting" (as defined in the Bylaws), until the Annual Members' Meeting following the Declarant's Resignation Event or until a Purchaser Member-elected Director is removed in the manner hereinafter provided.

A Director (other than a Declarant-appointed Director) may be removed from office upon the affirmative vote of a majority of the voting interests of the Members, for any reason deemed to be in the best interests of said Members. A meeting of the Members to so remove a Director (other than a Declarant-appointed Director) shall be held upon the written request of ten percent (10%) of the Members' total voting interest.

G. The Initial Election Meeting shall be called by the Association, through the Board, within sixty (60) days after the Class A Members are entitled to elect the Directors as provided in paragraph D hereinabove. A notice of the meeting shall be given to all Members in accordance with the Bylaws; provided, however, that the Members shall be given at least fourteen (14) days' notice of such meeting. The notice shall also specify the number of Directors which shall be elected by the Members, through their respective Voting Members, and the remaining number of Directors to be designated by Declarant.

H. Upon the earlier to occur of the following events ("Declarant's Resignation Event"), Declarant shall cause all of its designated Directors to resign:

1. When Declarant no longer holds at least five percent (5%) of the Building or Proposed Building square footage for sale in the ordinary course of business and all

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other Building or Proposed Building square footage sold by Declarant has been conveyed as evidenced by the recording of instruments of conveyance of such property amongst the Official Records of the Clerk of the Circuit Court in and for Palm Beach County; or

2. When Declarant causes the voluntary resignation of all of the Directors designated by Declarant and does not designate replacement Directors.

Upon Declarant's Resignation Event, the Directors elected by non-Developer or Declarant Members shall elect a successor Director- or Directors-at-Large to fill the vacancy caused by the resignation or removal of Declarant's designated Director(s). The successor Director(s) shall serve until the next Annual Members' Meeting and until his or her successor is or their successors are elected and qualified. In the event Declarant's Resignation Event occurs prior to the Initial Election Meeting, the Initial Election Meeting shall be called in the manner set forth in Paragraph G of this Article X, and all of the Directors shall be elected by the Owners at such meeting.

I. At each Annual Members' Meeting held subsequent to Declarant's Resignation Event, all of the Directors shall be elected by the Members. At the first Annual Members Meeting held after the Initial Election Meeting, a "staggered" term of office of the Board shall be created as follows:

1. A number equal to fifty percent (50%) of the total number of Directors rounded to the nearest whole number is the number of Directors whose term of office shall be established at two (2) years and the Directors serving for a two (2 ) year term will be the Directors receiving the most votes at the meeting; and

2. The remaining Directors' terms of office shall be established at one (1) year.

At each Annual Members' Meeting thereafter, as many Directors of the Association shall be elected as there are Directors whose regular term of office expires at such time, and the term of office of the Directors so elected shall be for two (2) years, expiring when their successors are duly elected and qualified.

J. The resignation of a Director who has been designated by Declarant or the resignation of an officer of the Association who has been elected by the First Board shall be deemed to remise, release, acquit, satisfy and forever discharge such officer or Director of and from any and all manner of action(s), cause(s) of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Association or Members had, now have or will have or which any personal representative, successor, heir or assign of the Association or Members hereafter can, shall or may have against said officer or Director for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of such

resignation, except for such Director's or officer's willful misconduct or gross negligence.

#### ARTICLE XI INDEMNIFICATION

Each and every Director and officer of the Association shall be indemnified by the Association against all costs, expenses and liabilities, including attorney and paralegal fees at all trial and appellate levels and post judgment proceedings, reasonably incurred by or imposed upon him in connection with any negotiation, proceeding, arbitration, litigation or settlement in which he becomes involved by reason of his being or having been a Director or officer of the Association, and the foregoing provision for indemnification shall apply whether or not such person is a Director or officer at the time such cost, expense or liability is incurred. Notwithstanding the above, in the event of any such settlement, the indemnification provisions provided in this Article XI shall not be automatic and shall apply only when the Board approves such settlement and reimbursement for the costs and expenses of such settlement as in the best interest of the Association. In the event a Director or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification provisions of this Article XI shall not apply. The foregoing right of indemnification provided in this Article XI shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer of the Association may be entitled under statute or common law.

#### ARTICLE XII BYLAWS

The Bylaws shall be adopted by the First Board, and thereafter may be altered, amended or rescinded in the manner provided for in the Bylaws. In the event of any conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

#### ARTICLE XIII AMENDMENTS

A. Prior to the First Conveyance, these Articles may be amended only by an instrument in writing signed by the Declarant and filed in the Office of the Secretary of State of the State of Florida.

B. After the First Conveyance, and prior to the Turnover Date, these Articles may be amended solely by a majority vote of the Board, without the prior written consent of the Members, at a duly called meeting of the Board.

C. After the Turnover Date, these Articles may be amended in the following manner:

1. (a) The Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote by the Members at a meeting

of the Members, which may be at either the Annual Members' Meeting or a special meeting. Any number of proposed amendments may be submitted to the Members and voted upon by the Members at one meeting.

(b) Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member within the time and in the manner provided in the Bylaws for the giving of notice of meetings ("Required Notice").

(c) At such meeting, a vote of the Members shall be taken on the proposed amendment(s). The proposed amendment(s) shall be adopted upon receiving the affirmative vote of the Members representing a majority of the voting interests present at the meeting at which a quorum is present in person or by proxy.

2. Amendment may be adopted by a written statement (in lieu of a meeting) signed by all Members and all members of the Board setting forth their intention that an amendment to the Articles be adopted.

D. These Articles may not be amended without the written consent of a majority of the members of the Board.

E. Notwithstanding any provisions of this Article XIII to the contrary, these Articles shall not be amended in any manner which shall prejudice the rights of: (i) Declarant, without the prior written consent thereto by Declarant, for so long as Declarant holds either a leasehold interest in or title to at least one (1) Lot or Unit; and (ii) any "Institutional Mortgagee" (as such term is defined in the Declaration) without the prior written consent of such Institutional Mortgagee.


F. Notwithstanding the foregoing provisions of this Article XIII, no amendment to these Articles shall be adopted which shall abridge, amend or alter the rights of Declarant hereunder, including, but not limited to, Declarant's right to designate and select members of the First Board or otherwise designate and select Directors as provided in Article X hereof, nor shall any amendment be adopted or become effective without the prior written consent of Declarant, so long as Declarant owns any Lot or Unit within the Wellington Reserve Office Park.

G. Any instrument amending these Articles shall identify the particular article or articles being amended and shall provide a reasonable method to identify the amendment being made. A certified copy of each such amendment shall be attached to any certified copy of these Articles, and a copy of each amendment certified by the Secretary of State shall be recorded amongst the Official Records of the Clerk of the Circuit Court in and for Palm Beach County, Florida.

ARTICLE XIV  
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 13167 Halifax Court, Wellington, FL 33414, and the initial registered agent of the Association shall be Richard W. Carlson, Jr., Esq., 2377 Crawford Court, Lantana, FL 33462-2511.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature, this \_\_\_\_ day of \_\_\_\_\_, 2005.

  
Richard W. Carlson, Jr., Esq.

The undersigned hereby accepts the designation of Registered Agent as set forth in Article XIV of these Articles of Incorporation, and acknowledges that he is familiar with and accepts the obligations imposed upon registered agents under the Florida Not For Profit Corporation Act.

Richard W. Carlson, Jr., Esq.  
Dated: 7/29/05

STATE OF FLORIDA           )  
COUNTY OF PALM BEACH ) SS:

The foregoing instrument was acknowledged before me this 29 day of July, 2005, by Richard W. Carlson, Jr., Esq., the person described as the Incorporator of these Articles who executed the foregoing Articles of Incorporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Laure Aguero (SEAL)  
Notary Public

Printed, Typed or Stamped Notary Name

My Commission Expires:

