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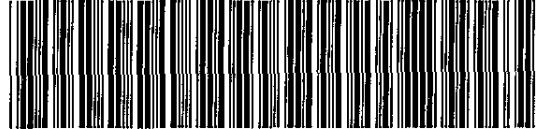
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March 15, 2006

Department of State, Florida  
Clifton Building  
2611 Executive Center Circle  
Tallahassee FL 32301

Re: Order #: 6591075 SO  
Customer Reference 1: None  
Customer Reference 2:

Dear Department of State, Florida:

Please file the attached:

CBOPL Parcel and MHHC Parcel Property Owners Association, Inc. (FL)  
Incorporation  
Florida

Enclosed please find a check for the requisite fees. Please return evidence of filing(s) to the attention of the undersigned.

If for any reason the enclosed cannot be filed upon receipt, please contact the undersigned immediately at (850) 222-1092. Thank you very much for your help.

Sincerely,

Jennifer Murphy  
Fulfillment Specialist  
[Jennifer.Murphy@wolterskluwer.com](mailto:Jennifer.Murphy@wolterskluwer.com)

ARTICLES OF INCORPORATION  
OF  
**CBOPL PARCEL and MHHC PARCEL PROPERTY OWNERS ASSOCIATION, INC.**  
a not-for-profit Florida corporation

**CBOPL, LLC**, a Florida limited liability company ("**CBOPL**") owns the CBOPL Property more particularly described in the Declaration (as hereinafter defined).

**MOUNT HOLLY LLC**, a New Jersey limited liability company, and **HEATHER CROFT LLC**, a New York limited liability company (collectively "**MHHC**") own the MHHC Property more particularly described in the Declaration (as hereinafter defined).

The Association (as hereinafter defined) is hereby formed by CBOPL and MHHC for the efficient preservation of the values and amenities of the Property [as defined in the Declaration (as hereafter defined)] and the Association has been delegated and assigned the powers of maintaining and administering that portion of the Property [as defined in the Declaration (as hereafter defined)] which are designated as Common Areas [as defined in the Declaration (as hereafter defined)] and otherwise administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges created by virtue of that certain Declaration of Covenants for CBOPL Parcel and MHHC Parcel (the "Declaration") a copy of which Declaration is attached hereto as **EXHIBIT A** and made a part hereof.

The Declarant [as defined in the Declaration], or their successors in title intend that all of the parcels comprising the Property [as defined in the Declaration ] will be developed and/or operated pursuant to a general plan and subject to certain covenants and restrictions, all running with title to the Property [as defined in the Declaration] as set forth in the Declaration. The Association (as hereinafter defined) was formed as the Association to administer the Declaration, and to perform the duties and exercise the powers pursuant to the Declaration, which submits the Property to the jurisdiction of the Association (as hereinafter defined). All of the definitions contained in the Declaration shall apply to these Articles of Incorporation, and to the By-Laws of the Association (as hereinafter defined).

**ARTICLE I**  
**NAME**

The name of this corporation is "CBOPL PARCEL and MHHC PARCEL Property Owners Association, Inc.," a not-for-profit Florida corporation, hereinafter referred to as the "Association."

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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**ARTICLE II**  
**PURPOSE**

The purposes for which the Association is organized are as follows:

1. To operate as a corporation not-for-profit pursuant to Chapter 617 of the Florida Statutes.
2. To administer, enforce and carry out the terms and provisions of the Declaration, as same may be amended from time to time.
3. To administer, enforce and carry out the terms and provisions of any other declaration of covenants, conditions and restrictions, or similar document, submitting property to the jurisdiction of, or assigning responsibilities, rights or duties to, the Association, and accepted by the Board.
4. To promote the health, safety, welfare and business of the Owners.

**ARTICLE III**  
**POWERS**

The Association shall have the following powers:

1. All of the common law and statutory powers of a corporation not-for-profit under the laws of the State of Florida.
2. To administer, enforce, carry out and perform all of the acts, functions, rights and duties provided in, or contemplated by, the Declaration or any similar documents, either express or implied, including, but not limited to, the following:
  - A. To own and convey real and personal property and to administer, manage, operate, maintain, improve, repair and/or replace real and personal property.
  - B. To make and collect Assessments against the Owners to defray the costs, expenses and losses incurred or to be incurred by the Association.
  - C. To operate and maintain the Common Areas including, without limitation, Common Areas containing the surface water management system, and to make, establish and enforce reasonable rules and regulations governing the use of Common Areas, any of the parcels which constitute the Property, and other property under the jurisdiction of the Association.
  - D. To grant, modify and terminate easements on property owned by the Association, and to dedicate property owned by the Association to any public or quasi-public agency,

authority or utility company for road right-of way, ingress and egress, public utility, drainage, irrigation, sprinkler system, wetland and lake maintenance purposes.

E. To obtain insurance to protect the Association against loss, and to pay taxes assessed against any property owned by and/or the responsibility of the Association.

F. To sue and be sued.

G. To administer, enforce and carry out the terms and provisions of the Declaration, as same may be amended from time to time.

#### **ARTICLE IV**

#### **MEMBERSHIP AND VOTING RIGHTS**

1. Membership and Voting Rights. Membership shall be appurtenant to and may not be separated from ownership of any Parcel. Each Owner shall initially be entitled to the number of votes of the total of one hundred (100) votes which are allotted to such Owner from time to time based on a fraction, the numerator of which is the total acreage comprising the Parcel, and the denominator of which is 13.74, the total acreage comprising the Property. Initially, CBOPL shall be entitled to 56.04 votes (7.70 acres divided by 13.74) and MHHC shall be entitled to 43.96 votes (6.04 acres divided by 13.74).

Membership in the Association shall not be assignable, except to the successor-in-interest of the Owner, and every Membership of an Owner in the Association shall be appurtenant to and may not be separated from any Parcel, and such ownership shall be the sole qualification for membership of an Owner in the Association.

2. Designation by Co-Owners of Units. When more than one party holds the interest or interests required for membership in any Parcel, all such Co-Owners shall be members, but only one such Co-Owner shall be entitled to exercise the vote(s) to which the Parcel is entitled. Such Co-Owners may from time to time all designate in writing one of their number to so vote. Unless the Board receives a written notice from such Co-Owner it shall be conclusively presumed that the Co-Owner who votes is voting with the consent of the other Co-owners. No such vote(s) shall be cast regarding any Parcel where the majority of the Co-Owners cannot agree upon said vote or other action. The non-voting Co-Owner or Co-Owners shall be jointly and severally responsible for all of the obligations imposed upon the jointly-owned Parcel and shall be entitled to all other benefits of ownership. All agreements and determinations lawfully made by the Association in accordance with the voting procedures established herein or in the Declaration, or in the Bylaws of the Association, shall be binding on all Co-Owners and their successors and assigns; said voting rights shall be subject to the restrictions and limitations provided in the Declaration, any supplemental declaration and in these Articles of Incorporation and the Bylaws (to the extent applicable). If a Parcel is owned by an entity, the person entitled to cast such vote(s) for the Parcel shall be designated by a certificate signed by an appropriate person and filed with the Secretary of the Association.

3. Changes in Membership. Upon the transfer of fee title to any Parcel, whether by conveyance, devise, judicial decree or otherwise, and upon the recordation amongst the public records of the county in which the Property is located, of the deed or other instrument of conveyance evidencing a transfer of ownership, the new Owner designated in such deed or other instrument of conveyance shall become a member of the Association, and the membership of the prior Owner as to the Parcel designated shall be terminated. The Association shall not be responsible for reflecting any such change in membership until notified of same.

4. Membership Appurtenant to Parcel. No membership in the Association, and no interest or right of any Owner in the funds or assets of the Association, may be assigned, transferred, or encumbered or otherwise disposed of or hypothecated except as an appurtenance to the Parcel of the Owner.

5. Voting Rights. Members of the Association shall be entitled to vote for the election of the Directors, and on other matters specified in these Articles of Incorporation, the By-Laws of the Association or applicable Florida statute. The voting rights granted to the Owners as members of the Association pursuant to this Section 5 shall be subject to the Association's right to suspend such voting rights as provided in the Declaration.

## **ARTICLE V**

### **BOARD OF DIRECTORS**

1. Number. The affairs of the Association will be managed by the Board. The number of Directors on the Board shall be determined pursuant to the By-Laws and in any event shall always be an odd number.

2. Election or Appointment by Members. All Directors elected or appointed by the Owners shall be elected or appointed by the Owners in the manner provided by the By-Laws.

## **ARTICLE VI**

### **OFFICERS**

The Officers of the Association shall be a president, vice president, secretary and treasurer and such other officers as the Board may create by resolution from time to time. The names of the Officers who are to manage the affairs of the Association until their successors have been elected or appointed are as follows:

President	Michael Walsh
Vice President	Michele Needle

Secretary

David I. Braka

Treasurer

Michael Walsh

## **ARTICLE VII**

### **INDEMNIFICATION**

1. Indemnification. Every Director and Officer of the Association shall be indemnified by the Association to the fullest extent permitted or authorized by current or future legislation or judicial or administrative decisions (but, in the case of any such future legislation or decisions, only to the extent that it permits the Association to provide broader indemnification rights than permitted prior to such legislation or decisions) against all expenses and liabilities, including attorneys' fees, reasonably incurred by, or imposed upon him in connection with any threatened, pending or completed civil, criminal, administrative or investigative proceeding (the "Proceeding") to which he may be a party, or in which he may become involved as a witness, by reason of his being or having been a Director, Officer, agent or employee of the Association, whether or not he is a Director, Officer, agent or employee at the time such expenses are incurred, except in such cases where the Director, Officer, agent or employee is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to, and not exclusive of, any other right of indemnification to which a Director, Officer, agent or employee may be entitled. The Association is specifically authorized to purchase insurance for such indemnification. Each Director, Officer, employee or agent of the Association to whom indemnification rights under this Article VII have been granted shall be referred to as an "Indemnified Person".

Notwithstanding the foregoing, the Association shall indemnify an Indemnified Person in connection with a Proceeding (or part thereof) initiated by such Indemnified Person only if authorization for such Proceeding (or part thereof) was not denied by the Board of Directors of the Association prior to sixty (60) days after receipt of notice thereof from such person.

2. Advance of Costs, Charges and Expenses. Costs, charges and expenses (including attorneys' fees) incurred by an officer, director or employee who is an Indemnified Person in defending a Proceeding shall be paid by the Association to the fullest extent permitted or authorized by current or future legislation or current or future judicial or administrative decisions (but, in the case of any such future legislation or decisions only to the extent that it permits the Association to provide broader rights to advance costs, charges and expenses than permitted prior to such legislation or decisions) in advance of the final disposition of such Proceeding, upon receipt of an undertaking by or on behalf of the Indemnified Person to repay all amounts so advanced in the event that it shall ultimately be determined that such person is not entitled to be indemnified by the Association as authorized in this Article and upon such other terms and conditions, in the case of indemnified agents, as the Board of Directors may deem appropriate. The Association may, upon approval of the Indemnified Person, authorize the Association's counsel to represent such person in any Proceeding,

whether or not the Association is a party to such Proceeding. Such authorization may be made by the Chairman of the Board, unless he is a party to such Proceeding, or by the Board of Directors, including directors who are parties to such Proceeding.

3. Procedure For Indemnification. Any indemnification or advance under this Article shall be made promptly and in any event within sixty (60) days, upon the written request of the Indemnified Person. The right to indemnification or advances as granted by this Article shall be enforceable by the Indemnified Person in any court of competent jurisdiction, if the Association denies such request under this Article, in whole or in part, or if no disposition thereof is made within sixty (60) days. Such Indemnified Person's costs and expenses incurred in connection with successfully establishing his right to indemnification, in whole or in part, in any such action shall also be indemnified by the Association. It shall be a defense to any such action that the claimant has not met the standard of conduct, if any, required by current or future legislation or by current or future judicial or administrative decisions for indemnification (but, in the case of any such future legislation or decisions, only to the extent that it does not impose a more stringent standard of conduct than permitted prior to such legislation or decisions), but the burden of proving such defense shall be on the Association. Neither the failure of the Association (including its Board of Directors or any committee thereof, its independent legal counsel, and its members) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he has met the applicable standard of conduct, if any, nor the fact that there has been an actual determination by the Association (including its Board of Directors or any committee thereof, its independent legal counsel, and its members) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

4. Survival of Indemnification. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any agreement, vote of members or disinterested directors or recommendation of counsel or otherwise, both as to actions in such person's official capacity and as to actions in another capacity while holding such office, and shall continue as to an Indemnified Person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person. All rights to indemnification under this Article shall be deemed to be a contract between the Association and each Indemnified Person who serves or served in such capacity at any time while this Article is in effect. Any repeal or modification of this Article or any repeal or modification of relevant provisions of the Florida Not For Profit Corporation Act or any other applicable laws shall not in any way diminish any rights to indemnification of such Indemnified Person, or the obligations of the Corporation arising hereunder, for claims relating to matters occurring prior to such repeal or modification.

5. Insurance. The Association may purchase and maintain insurance on behalf of any person who 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, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise (including serving as a fiduciary of an employee



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benefit plan), 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 VII or the applicable provisions of the Florida Not For Profit Corporation Act.

6. Savings Clause. If this Article or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Association shall nevertheless indemnify each Indemnified Person as to costs, charges and expenses (including attorneys' fees) judgments, fines and amounts paid in settlement with respect to any Proceeding, including an action by or in the right of the Association, to the full extent permitted by any applicable portion of this Article that shall not have been invalidated and as permitted by applicable law.

## **ARTICLE VIII**

### **BY-LAWS**

The By-Laws shall be adopted by the Board named herein, and thereafter, subject to the provisions of this Article VIII, may be altered, amended or rescinded (provided that no such amendment which affects the rights of the Declarant or its successors or assigns shall be effective unless the Declarant joins in and consents to said amendment) in the following manner:

1. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

2. Adoption. A resolution for the adoption of a proposed amendment to the By-Laws may be proposed by either the Board or by the Owners having not less than ten percent (10%) of all of the votes which may be cast by all of the Owners. Except as elsewhere provided, the approval of a proposed amendment must be by either:

A. Not less than a majority of the entire Board, and not less than seventy-five percent (75%) of all of the votes which may be cast by all of the Owners; or

B. The unanimous consent of the entire Board.

3. Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to the Amended and Restated By-Laws, which certificate shall be executed by the President of the Association, and recorded in the public records of the county in which the Property is located.

## **ARTICLE IX** **AMENDMENTS**

Subject to the provisions of Article XIII, amendments to these Articles of Incorporation shall be proposed and adopted in the following manner:

1. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

2. Adoption. A resolution for the adoption of a proposed amendment to these Articles of Incorporation may be proposed by either the Board or by Owners having not less than ten percent (10%) of all of the votes which may be cast by all of the Owners. Directors and Owners not present in person or by proxy at a meeting considering an amendment may express their approval or disapproval in writing, provided the approval is delivered to the Secretary of the Association within ten (10) days after the meeting at which the amendment is considered. Approval of an amendment to these Articles of Incorporation must be by either:

A. Not less than a majority of the entire Board, and not less than seventy-five (75%) percent of all of the votes which may be cast by all of the Owners; or

B. The unanimous consent of the entire Board.

3. A copy of each amendment to these Articles of Incorporation shall be filed with the Secretary of State of the State of Florida, and a copy certified by the Secretary of State shall be recorded in the public records of the County in which the Property is located.

## **ARTICLE X** **TERM**

This Association shall have perpetual existence. In the event that the Association is dissolved, the property consisting of the surface water management system and the right of access to the property containing the surface water management system shall be conveyed to an appropriate agency of local government.

**ARTICLE XI**  
**INCORPORATOR AND INITIAL PRINCIPAL OFFICE**

The name and address of the incorporator to these Articles of Incorporation are as follows:

<u>Name</u>	<u>Address</u>
Michael Walsh	1001 East Atlantic Avenue Suite 202 Delray Beach, Florida 33483

The address of the initial principal office of the Association is as follows: 1001 East Atlantic Avenue, Suite 202, Delray Beach, Florida 33483.

**ARTICLE XII**  
**RESIDENT AGENT AND REGISTERED OFFICE**

The initial registered agent and registered office of the Association shall be:

<u>Name</u>	<u>Address</u>
Richard H. Critchfield	1001 East Atlantic Avenue Suite 201 Delray Beach, Florida 33483

**ARTICLE XIII**  
**DECLARANT'S RIGHTS**

1. Notwithstanding anything contained in these Articles of Incorporation and/or the By-Laws to the contrary, the Declarant shall have those rights set forth in the Declaration, for such period of time as is set forth in the Declaration. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Articles of Incorporation, the By-Laws, or the Declaration, the Declaration, these Articles of Incorporation, as amended, and the By-Laws, as amended, shall prevail in that order.

WHEREFORE, the undersigned has hereunder affixed his signature to these Articles of Incorporation on this 13<sup>th</sup> day of March, 2006.

Signed, sealed and delivered  
in the presence of:

Name: Richard Crutcher

Kathryn S. Douglas  
Name: Kathryn S. Douglas

Michael Walsh  
Michael Walsh

Address: 1001 East Atlantic Avenue  
Suite 202  
Delray Beach, Florida 33483

STATE OF FLORIDA

COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State of Florida and in the County of Palm Beach to take acknowledgements, personally appeared Michael Walsh, who executed the foregoing Articles of Incorporation, and he acknowledged to and before me that he did so voluntarily and for the purposes set forth herein, and he is personally known to me.

WITNESS my hand and official seal in the State and County last aforesaid this 13<sup>th</sup> day of March, 2006.

Kathryn S. Douglas  
Notary Public, State of Florida

My Commission Expires: \_\_\_\_\_



ACCEPTANCE OF REGISTERED AGENT DESIGNATED  
IN ARTICLES OF INCORPORATION

Richard H. Critchfield, having a business office identical with the registered office of the corporation named above, and having been designated as the Registered Agent in the above and foregoing Articles of Incorporation of **CBOPL PARCEL and MHHC PARCEL PROPERTY OWNERS ASSOCIATION, INC.**, is familiar with and accepts the obligations of the position of Registered Agent under Section 607.0505, Florida Statutes.



Richard H. Critchfield