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FLORIDA PROFIT/NON PROFIT CORPORATION

THE MEADOWS HOMEOWNERS ASSOCIATION, INC.

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May 18, 2006

FLORIDA DEPARTMENT OF STATE
Division of Corporations

CORPDIRECT AGENTS, INC.

SUBJECT: THE MEADOWS OF FORT PIERCE HOMEOWNERS ASSOCIATION, INC.
REF: W06000020966

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**ARTICLES OF INCORPORATION
OF
THE MEADOWS OF FORT PIERCE HOMEOWNERS 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, certifies as follows:

**ARTICLE I
DEFINITIONS**

The terms contained in these "Articles" with initial capital letters (unless otherwise defined herein) have the meaning defined in the Declaration of Protective Covenants and Restrictions for the Meadows (the "Declaration") to be recorded amongst the Public Records along with these Articles.

**ARTICLE II
NAME**

The name of this corporation shall be The Meadows Of Fort Pierce Homeowner's Association, Inc., a Florida corporation not for profit (hereinafter "Association"), whose present address is 800 Village Square Crossings, Palm Beach Gardens, Florida 33410.

**ARTICLE III
PURPOSES**

The purpose for which the Association is organized is to take title to, operate and maintain the Association Property in accordance with the provisions, benefits and burdens established by the Declaration and to carry out the provisions, benefits and burdens and to enforce said provisions, benefits and burdens as set forth in the Community Documents and to operate, lease, trade, sell and otherwise deal with the personal and real property of the Association.

**ARTICLE IV
POWERS**

The powers of the Association shall include and 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, which are not in conflict with the terms of the Community Documents, including without limitation the powers set forth in Florida Statutes Chapter 617.

B. The Association shall have all of the powers to be granted to the Association in the Declaration.

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

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1. To do any acts required or contemplated by the Association under the Declaration or any other of the Community Documents;
2. To purchase, own, convey, lease and encumber (including mortgage) real and personal property;
3. To make, establish and enforce reasonable rules and regulations governing the Property or any portions thereof including, without limitation, the Association Property;
4. To make, levy and collect Assessments for the purpose of obtaining funds for the payment of Operating Expenses in the manner provided in the Declaration, and to use and expend the proceeds of such Assessments in the exercise of the Association's powers and duties hereunder;
5. To administer, manage and operate the Property, including the Surface Water or Stormwater Management System permitted by the South Florida Water Management District Permit, in accordance with the Community Documents and to maintain, repair, replace and operate the Association Property, including the Surface Water or Stormwater Management System permitted by the South Florida Water Management Permit, in accordance with the Community Documents;
6. To enforce by legal means the obligations of the membership of the Association and the provisions, benefits and burdens of the Community Documents;
7. To employ personnel, retain independent contractors and professional personnel;
8. To enter into service and management contracts to provide for the maintenance, operation, management and administration of the Association Property;
9. To enter into any other agreements consistent with the purposes of the Association, including, but not limited to, agreements for: (i) the installation, maintenance and operation of a master television antenna and cable television system, if any; (ii) the installation, maintenance and operation of the security and communications systems, if any; (iii) pest control services; and (iv) street lighting;
10. To enter into the Declaration, the Community Documents and any Amendments thereto and instruments referred to therein;
11. To deal with other corporations and associations or representatives thereof on matters of mutual interest; and
12. 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 Association mandate to keep and maintain the Property in a proper and aesthetically-pleasing condition and to provide the Owners with services, amenities, controls and enforcement which will enhance the quality of life at the Property.

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ARTICLE V
MEMBERS

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

A. Until such time as the first deed of conveyance of a Dwelling Unit from Developer to an Owner is recorded amongst the Public Records, the Developer shall be the sole member of the Association.

B. After conveyance of the first Dwelling Unit, the membership of the Association shall be comprised of "Members" (as hereinafter set forth).

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

1. Once any Dwelling Unit has been conveyed to an Owner other than Developer, the Owners, which include Developer, shall be entitled to exercise all of the rights and privileges of Members. Membership in the Association, other than by Developer, shall be established by the acquisition of ownership of fee title to a Dwelling Unit as evidenced by the recording of a deed or other instrument of conveyance amongst the Public Records whereupon the membership of the prior Owner shall terminate as to that Dwelling Unit. Where title to a Dwelling Unit is acquired from a party other than Developer, the person, persons, corporation or other legal entity thereby acquiring such Dwelling Unit shall not be a Member unless and until such acquisition is in compliance with the provisions, benefits and burdens of the applicable Declaration. New Members shall deliver to the Association a certified copy of the deed of conveyance, letter of approval or other instrument of acquisition of title to the Dwelling Unit.

2. No Member may assign, hypothecate or transfer in any manner his membership or his share in the funds and assets of the Association except as an appurtenance to his Dwelling Unit.

3. With respect to voting, the following provisions shall apply:

i. Each Member, other than Developer, shall be entitled to only one (1) vote, which vote shall be exercised and cast in accordance with the Declaration. In the event there is more than one (1) Owner with respect to a Dwelling Unit as a result of the fee interest in such Dwelling Unit being held by more than one (1) person or entity, such Owners collectively shall be entitled to only one (1) vote.

ii. Developer shall be entitled to vote as follows:

a. Before the Transfer Date, Developer shall have the number of votes equal to the number of Dwelling Units Developer owns plus the number of votes necessary to maintain seventy-five percent (75%) of all votes of Members.

b. After the Transfer Date, Developer shall have the number of votes equal to the number of Dwelling Units Developer owns.

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iii. In matters that require a vote, matters shall be voted on by the Members and shall be determined by a vote of the majority of the Membership in attendance at any meeting having a quorum, unless otherwise required by law or in the Community Documents. A quorum of the Members shall consist of thirty percent (30%) of the number of Members entitled to cast a vote.

iv. The membership shall be entitled to elect the Board as provided in Article IX of these Articles.

D. Developer shall be a Member of the Association so long as Developer owns a Dwelling Unit or any portion of the Property.

E. Each and every Member shall be entitled to the benefits of membership, and shall be bound to abide by the provisions, benefits and burdens of the Community Documents. All decisions of the Association shall be made by the Board as hereinafter provided.

ARTICLE VI **TERM**

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

ARTICLE VII **OFFICERS**

A. The affairs of the Association shall be managed by the President of the Association, assisted by the Secretary and the Treasurer, and, if any, by one (1) or more Vice President(s), one (1) or more Assistant Secretary(ies) and one (1) or more Assistant Treasurer(s), subject to the directions of the Board.

B. 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 members of the Board (each a "Director"), but no other officer need be a Director. The same person may hold two (2) offices, the duties of which are not incompatible; provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the offices of President and Secretary or President and Assistant Secretary be held by the same person.

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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	Richard J. Sabella
Secretary	J. Peter Paganelli
Treasurer	Allan B. Rothschild

ARTICLE IX
BOARD OF DIRECTORS

A. There shall be three (3) members on the first Board ("First Board") who shall serve until the "Transfer Date" as described herein. The number of members of the Board subsequent to the First Board shall be as provided in Paragraph C of this Article. Except for Developer-appointed Directors, Directors must be selected from amongst the Members or the spouses, parents or children of such Members.

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

<u>Name</u>	<u>Address</u>
Richard J. Sabella	800 Village Sq. Crossing, Suite 115 Palm Beach Gardens, FL 33410
J. Peter Paganelli	800 Village Sq. Crossing, Suite 115 Palm Beach Gardens, FL 33410
Allan B. Rothschild	800 Village Sq. Crossing, Suite 115 Palm Beach Gardens, FL 33410

Developer reserves the right to remove members of the First Board and to appoint replacements in the event a vacancy is created on the First Board.

C. The First Board shall be the Board of the Association until the Transfer Date. Upon the Transfer Date, Developer shall cause all but one (1) of the members of the First Board to resign, whereupon the Members shall select two (2) Directors. So long as Developer continues to hold for sale in the ordinary course of business at least five percent (5%) of the Attached Home Lots within the Property, Developer shall be entitled (but not required) to appoint at least one (1) Director. The Board so selected pursuant to this Paragraph C (including the one (1) Director selected by Developer, if any, shall serve until the next annual meeting of the Board as set forth in the Bylaws of the Association whereupon a new Board shall be selected in the manner provided herein and as set forth in the Bylaws of the Association. Vacancies on the Board shall be filled in accordance with the Bylaws.

D. The "Transfer Date" shall be the sooner to occur of the following:

1. Three (3) months after the conveyance by Developer of ninety percent (90%) of the Attached Home Lots planned to be contained in the Property; or

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2. When Developer elects to turn over control of the Board to the Members.

E. The Board shall control the operation of the Association and shall possess all of the powers of the Association. All decisions of the Board, except the amendment of these Articles, shall be by a majority vote of the Directors present at a meeting of the Board at which a quorum is present and each Director shall be entitled to one (1) vote.

ARTICLE X INDEMNIFICATION

Every Director and every officer of the Association (and the Directors and/or officers as a group) (hereinafter individually as "Indemnatee" and collectively "Indemnitees") shall be indemnified by the Association against all costs, expenses and liabilities, including Legal Fees reasonably incurred by or imposed upon the Indemnitees in connection with any proceeding, litigation or settlement in which Indemnitees may be a party, or in which Indemnitees may be involved, by reason of Indemnitees being or having been a Director and/or officer of the Association, whether or not Indemnatee is a Director and/or officer at the time such cost, expense or liability is incurred, except in such cases wherein the Indemnatee is adjudged to have engaged in willful misfeasance or malfeasance in the performance of Indemnatee's duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of any and all rights to which such Indemnatee may be entitled by common or statutory law.

ARTICLE XI BYLAWS

The Bylaws of the Association shall be adopted by the First Board and thereafter may be altered, amended or rescinded as set forth herein. 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 XII AMENDMENTS

A. Prior to the conveyance by Developer of a Dwelling Unit to an Owner, these Articles may be amended only by a written instrument signed by Developer and filed in the Office of the Secretary of State of the State of Florida.

B. After the conveyance by Developer of a Dwelling Unit to an Owner, these Articles may be amended as follows:

1. Notice of the subject matter of the proposed Amendment shall be included in the notice of any meeting of the Board at which such proposed Amendment is considered and the Board must approve such proposed Amendment by a vote of two-thirds (2/3) of all Directors; or

2. By all of the Directors signing an instrument amending these Articles and filing such instrument in the office of the Secretary of State of the State of Florida.

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C. No Amendment may be made to the Articles which shall in any manner reduce, amend, affect or modify the provisions, benefits and burdens set forth in the Declaration or any Amendments or supplements thereto. For so long as Developer owns or is under contract to purchase a Dwelling Unit, the Articles shall not be amended without the consent of Developer.

D. A copy of each Amendment shall be certified by the Secretary of State of the State of Florida and recorded in the Public Records.

E. 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: (i) Developer, including the right to designate and select members of the Board as provided in Article IX hereof, without the prior written consent thereto by Developer; or (ii) any Institutional Mortgagee (as such term is defined in the Declaration) without the prior written consent of such Institutional Mortgagee.

ARTICLE XIII
REGISTERED OFFICE AND REGISTERED AGENT AND INCORPORATOR

The street address of the Association is 800 Village Square Crossings, Palm Beach Gardens, Florida 33410. The Incorporator shall be Richard J. Sabella. The street address for the initial registered agent for the Association is 515 East Park Avenue, Tallahassee, FL 32301, and the initial registered agent shall be National Corporate Research, Ltd.

ARTICLE XIV
SOUTH FLORIDA WATER MANAGEMENT DISTRICT MATTERS

The following shall also apply to the Association:

A. The Association shall: (i) operate, maintain and manage the Surface Water or Stormwater Management System in a manner consistent with the SFWMD Permit requirements and applicable rules of the SFWMD; and (ii) enforce the terms of the Declaration which relate to the Surface Water or Stormwater Management System.

B. The Association shall levy and collect adequate Assessments against Members of the Association for the costs of maintenance and operation of the Surface Water or Stormwater Management System.

C. In the event of termination, dissolution, or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water or Stormwater Management System must be transferred to and accepted by an appropriate agency of local government or an alternative, non-profit association approved by the SFWMD prior to such termination, dissolution, or liquidation.

D. The existence of the Association shall commence with the filing of these Articles with the Secretary of State, Tallahassee, Florida, and shall continue in perpetuity, as provided in Article VI above.

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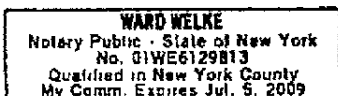
IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature on the 17th day of May, 2006. SECRETARY OF STATE
TALLAHASSEE, FLORIDA

[Signature]
Richard J. Sabella

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, appeared Richard J. Sabella, to me known to be the person described as incorporator of THE MEADOWS OF FORT PIERCE HOMEOWNERS ASSOCIATION, INC., a Florida Association not for profit, and he acknowledged before me that he executed the same for purposes therein expressed. He [X] is personally known to me or [] has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of May, 2006.



[Signature]
Notary Public, State of New York
Print name: Ward Welke
Commission No.: 01WE6129813
My Commission Expires: 7-5-09

STATE OF FLORIDA)
COUNTY OF LEON) SS:
~~PALM BEACH~~

The undersigned hereby accepts the designation of Registered Agent as set forth in Article XIII of these Articles of Incorporation, and acknowledges that he is familiar with, and accepts the obligations imposed upon registered agents under the Florida General Corporate Act.

[Signature] ON BEHALF OF RCR
Dated: 5/14/06

The foregoing instrument was acknowledged before me this 18 day of May 2006, by Ed Lorry, as Registered Agent, who [X] is personally known to me or [] has produced _____ as identification.

(SEAL)



CRISTAL K. HARRIS
MY COMMISSION # DD 328962
EXPIRES: June 14, 2008
Bonded Thru Budget Notary Services

[Signature]
Notary Public, State of Florida
Print Name: CRISTAL K. HARRIS
Commission No.: DD 328962
My Commission Expires: 6/14/2008