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No 6000/61758

**ARTICLES OF INCORPORATION
OF
SOUTHERN COURTYARD TOWN HOMES
ASSOCIATION, INC.**

No 6000/61758

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ARTICLES OF INCORPORATION
FOR
SOUTHERN COURTYARD TOWN HOMES ASSOCIATION, INC.

The undersigned, for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, does hereby adopt the following Articles of Incorporation (these "Articles").

1. Name. The name of the corporation shall be Southern Courtyard Town Homes Association, Inc. (the "Association").
2. Principal Office. The principal office of the Association is at the Management Office, 2016 South 10th Street, Fort Pierce, Florida 34950.
3. Registered Office - Registered Agent. The street address of the Registered Office of the Association is One Financial Plaza, Suite 1400, 100 S.E. Third Avenue, Fort Lauderdale, Florida 33394-0030. The name of the Registered Agent of the Association is Howard Allen Cohen.
4. Definitions. A declaration entitled Declaration of Covenants, Conditions, and Restrictions for Southern Courtyard Town Homes (the "Declaration") will be recorded in the Public Records of St. Lucie County, Florida, and shall govern all of the operations of a town home development (the "Development") to be known as Southern Courtyard Town Homes. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.
5. Purpose. This Association does not contemplate pecuniary gain or profit to its members and the specific purposes for which it is formed are to provide for the maintenance, preservation, and architectural control of common areas and residential lots within that certain tract of property (hereinafter called the "Properties") in St. Lucie County, Florida, and more particularly described on the attached Exhibit 1. The Properties include nineteen residential town home buildings (each, a "Building"), located at 2001-2019 Oleander Boulevard and 2002-2018 South 10th Street, Fort Pierce, Florida 34950, with the odd numbered buildings having Oleander Boulevard addresses and the even numbered buildings having the South 10th Street addresses, known as the Southern Courtyard Town Homes (formerly the Southern Courtyard Apartments). Both of the terms "Lot" and "Unit" refer to dwelling units within the Buildings, including the yard within the legal description of the Lot or Unit, as provided in the Declaration.
6. Powers and Duties. Without limitation this Association is empowered to:
 - 6.1. Declaration. Exercise all rights, powers, privileges, and perform all duties of this Association set forth in that certain Declaration of Covenants, Conditions and Restrictions for Southern Courtyard Town Homes (hereinafter called the "Declaration") applicable to the Properties and recorded or to be recorded in the Public Records of St. Lucie County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth in full;

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6.2. Property. In any lawful manner, acquire, own, hold, improve, manage, operate, maintain, repair, replace, operate, convey, sell, lease, transfer, assign, and otherwise dispose of property of any nature whatsoever, real, personal, or mixed, tangible or intangible, in connection with this Association's affairs;

6.3. Assessments. Fix, levy, collect, and enforce by any lawful means all charges or assessments established by, or pursuant to, the Declaration; and to use and expend the proceeds of assessments in the exercise of its powers and duties hereunder;

6.4. Costs. Pay all costs, expenses, and obligations lawfully incurred in connection with this Association's affairs including, without limitation, all licenses, taxes, or other governmental charges levied or imposed against this Association's property;

6.5. Borrowing. Borrow money and, with the approval of two-thirds (2/3) of the members, mortgage, pledge, deed in trust, hypothecate, assign, grant security interests in, or otherwise transfer any or all of its property as security for money borrowed, debts incurred, or any of its other obligations;

6.6. Dedications. With the approval of two-thirds (2/3) of the members, dedicate, sell or transfer all or any part of its property to any public agency, authority, or utility;

6.7. Mergers. With the approval of two-thirds (2/3) of the members, participate in mergers and consolidations with other non-profit corporations organized for similar purposes;

6.8. Rules. From time to time adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Units and Common Area (as those terms are defined in the Declaration) consistent with the rights and duties established by the Declaration and these Articles;

6.9. General. Have and exercise all common law rights, powers, and privileges and those that a corporation not for profit may now or hereafter have or exercise under the laws of the State of Florida, together with all other rights, powers, and privileges reasonably to be implied from the existence of any right, power, or privilege so granted, or granted by the Declaration or these Articles, or reasonably necessary to effectuate the exercise of any right, power, or privilege so granted;

6.10. Enforcement. To enforce by legal means the obligations of the members of this Association and the provisions of the Declaration;

6.11. Litigation. To sue or be sued;

6.12. Surface Water Management. Operate and maintain the surface water management system facilities, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, flood plain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas, and to contract for services for operation and maintenance of the surface water management system facilities;

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6.13. Other. Engage in all lawful acts permitted or authorized by law.

7. Unit Owners and Membership.

7.1. Membership. Every person who from time to time holds the record fee simple title to, or any undivided fee simple interest in, any Unit that is subject to the provisions of the Declaration is a member of this Association, including contract sellers, but excluding all other persons who hold any interest in any Unit merely as security for the performance of an obligation. An Owner of more than one Unit is entitled to one membership for each Unit owned. Membership is appurtenant to, and may not be separated from, ownership of a Unit that is subject to the provisions of the Declaration, and membership may not be transferred other than by transfer of title to such Unit. Each membership is transferred automatically by record conveyance or other transfer of title of a Unit. Owners of Units may be denoted as "Members," "Lot Owners," or "Unit Owners."

7.2. Voting. On all matters upon which the Unit Owners shall be entitled to vote, there shall be only one vote for each Unit, which vote shall be exercised or cast in the manner provided by the Bylaws. Any person or entity owning more than one Unit shall be entitled to one vote for each Unit owned. Upon the recording of the Declaration, in the event of any conflict between the provisions of these Articles and the Declaration with respect to voting rights, the provisions of the Declaration will control.

7.3. Prior to Recordation of Declaration. Until such time as the real property comprising the Development and the improvements now and/or to be constructed thereon are submitted to the jurisdiction of the Association by recordation of the Declaration in the Public Records of St. Lucie County, Florida, the membership of the Association (the "Membership") shall be comprised of the Directors of the Association, each of whom shall be entitled to cast a vote on all matters upon which the Membership would be entitled to vote.

8. Term of Existence. The Association shall have perpetual existence.

9. Directors.

9.1. Number and Qualification. The property, business and affairs of the Association shall be managed by a Board of Directors (the "Board") consisting initially of three directors, but subject to change as provided by the Bylaws. Directors appointed or designated by the Developer need not be Unit Owners of the Association or residents of Units in the Development. All other directors must be Unit Owners.

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

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9.3. Election; Removal. Directors shall be appointed, elected, and removed as provided in the Bylaws. Cumulative voting for Directors is not permitted.

9.4. Initial Directors. The names and addresses of the members of the initial Board of Directors who shall hold office until their successors are appointed and/or elected, are as follows:

<u>Name</u>	<u>Address</u>
Frank Gutta, C.P.A.	8211 West Broward Boulevard, Suite 350 Plantation, Florida 33324
Nancy Grieco	909 West Midway Road Fort Pierce, FL 34982
Gregory Koutoulas, C.P.A.	8211 West Broward Boulevard, Suite 350 Plantation, Florida 33324

10. Officers. The affairs of the Association shall be administered by the officers holding the offices designated in the Bylaws. The officers shall be elected by the Board and shall serve at the pleasure of the Board. The names and addresses of the current officers who shall serve until their successors are designated by the Board are as follows:

President:	Nancy Grieco 909 West Midway Road Fort Pierce, FL 34982
Treasurer:	Frank Gutta, C.P.A. 8211 West Broward Boulevard, Suite 350 Plantation, Florida 33324
Secretary:	Gregory Koutoulas, C.P.A. 8211 West Broward Boulevard, Suite 350 Plantation, Florida 33324

11. Indemnification.

11.1. Indemnity. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a director, employee, officer, or agent of the Association, against expenses (including reasonable attorneys' fees and paraprofessional fees at trial and upon appeal), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceedings, if he acted in good faith and in a manner he reasonably believed to be in or not

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opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, has no reasonable cause to believe his conduct was unlawful.

11.2. Limitations on Indemnification. Notwithstanding the foregoing, no indemnification shall be made with respect to any claim, issue or matter as to which such person shall have adjudged to be liable for gross negligence or intentional misconduct in the performance of his duties to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that despite the adjudication of liability, but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

11.3. Effect of Termination of Action. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

11.4. Expenses. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 11.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and paraprofessional fees at trial and upon appeal) actually and reasonably incurred by him in connection therewith.

11.5. Approval. Any indemnification under Section 11.1 above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Director, officer, employee or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in Section 11.1 above. Such determination shall be made (a) by the Board by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or by a majority of the voting interests of the Unit Owners.

11.6. Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board in any specific case upon receipt of an undertaking by or on behalf of the affected director, officer, employee or agent to repay such amount until such time it shall ultimately be determined that he was not entitled to be indemnified by the Association as authorized in this Article 11.

11.7. Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the Bylaws, agreement, vote of Unit Owners or otherwise, and shall continue as to a person who has

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ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

12. Bylaws. The Association's Bylaws will initially be adopted by the Board of Directors. Thereafter, the Bylaws shall be altered, amended, or rescinded solely by the approval of the Board of Directors. In certain circumstances set forth in the Declaration or as may be set forth in any future supplemental declaration the members may have authority to approve amendments to the Bylaws; in those circumstances such provisions shall control the alteration, amendment, or rescission the Bylaws. Notwithstanding the foregoing, the Bylaws may be altered, amended or rescinded by the the Developer as provided in the Bylaws or the Declaration.

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

13.1. Amendment by Association. Amendments to these Articles may be adopted by the Board by resolution adopted by a majority vote of the Directors present at any regular or special meeting of the Board at which a quorum is present or, in the alternative, by a written instrument signed by a majority of the Board. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the Secretary (or other officer empowered by the Board or the President to receive proxies or such approvals) at or prior to the meeting.

13.1.1. Limitation. Notwithstanding the foregoing, no amendment shall be made that is in conflict with the Declaration or applicable law, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers, or options herein provided in favor of or reserved to the Developer herein or in the Declaration unless the Developer shall join in the execution of the amendment.

13.2. By Developer. For so long as Developer owns any Units in the Development, Developer may, without joinder or consent of the Association or any Unit Owner or mortgagee, adopt and record an amendment to these Articles not materially affecting the rights of Unit Owners, lienors, or mortgagees. The execution and recording of any amendment by Developer pursuant to this section shall be conclusive evidence that the amendment does not materially adversely affect substantial property rights of Unit Owners and any such amendment shall be effective as provided below unless subsequently rescinded. Without in any way limiting the generality of the foregoing, and except as prohibited by the applicable law as it exists on the date of recording of the Declaration in the Public Records, as long as it owns one or more Units, Developer shall have an absolute right to adopt and record an amendment to these Articles (i) to comply with requirements of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Department of Housing and Urban Development, the Federal Housing Administration, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; (ii) to induce any of such agencies or entities to make, purchase, sell, insure, guarantee, or otherwise deal with first mortgages covering Units, and

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(iii) to bring these Articles into compliance with applicable laws, ordinances, or governmental regulations. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Developer to make or consent to a such an amendment on behalf of each Owner and the Association. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting an Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of the Developer to make, execute, and record such amendments. This subsection may not be amended.

13.3. Execution and Recording. An amendment, other than amendments made by Developer pursuant to these Articles, shall be evidenced by a certificate of Association which shall include recording date identifying the Declaration and these Articles. Amendments by Developer must be evidenced in writing, but a certificate of Association is not required. An amendment of the Declaration is effective when a certified copy thereof issued by the Florida Secretary of State is properly recorded in the Public Records of St. Lucie County, Florida, after the amendment is filed with the Florida Secretary of State as required by Chapter 617, *Florida Statutes*.

14. Dissolution. This Association may be dissolved in the manner from time to time provided by the laws of the State of Florida and with the consent given in writing and signed by not less than two-thirds of the members. Upon dissolution of this Association in any manner other than incident to a merger or consolidation, all of this Association's assets, together with the control or right of access to any property containing the surface water management system facilities, shall be conveyed or dedicated to an appropriate governmental unit or public utility to be used for purposes similar to those for which this Association was created. If any such conveyance or dedication is refused, such assets, together with the control or right of access to any property containing the surface water management system facilities shall be granted, conveyed, and assigned to a non-profit corporation or other organization similar to the Association and devoted to such similar purposes. In no event, however, may any assets inure to the benefit of any member or other private individual.

15. Interpretation. Express reference is made to the Declaration if necessary to interpret, construe, and clarify the provisions of these Articles. By subscribing and filing these Articles, the Incorporator intends for its provisions to be consistent with the provisions of the Declaration and to be interpreted, construed, and applied with those of the Declaration to avoid inconsistencies or conflicting results. In the event of a conflict, the order of priority for interpretation shall be: the Declaration, these Articles, and the Bylaws of the Association.

16. Incorporator. The name and address of the incorporator of the Association is:

Howard Allen Cohen, Esq. One Financial Plaza, Suite 1400
100 S.E. Third Avenue
Fort Lauderdale, Florida 33394-0030

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Dated: June 19, 2006


Howard Allen Cohen, Esq.

Acceptance by Registered Agent

Pursuant to the provisions of the Florida Not For Profit Corporation Act., the undersigned does hereby accept its appointment as registered agent upon whom process may be served within the State of Florida for the proposed domestic corporation named in the foregoing articles of incorporation.

Dated: June 19, 2006


Howard Allen Cohen, Registered Agent

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