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COVER LETTER

Department of State
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

SUBJECT: GreyStone at Boynton Beach Homeowners Association, Inc.
(PROPOSED CORPORATE NAME - MUST INCLUDE SUFFIX)

Enclosed is an original and one(1) copy of the Articles of Incorporation and a check for :

☐ \$70.00
Filing Fee

☐ \$78.75
Filing Fee &
Certificate of
Status

<input type="checkbox"/> \$78.75 Filing Fee & Certified Copy	<input checked="" type="checkbox"/> ^{\$93.50} \$87.50 Filing Fee, * Certified Copy & Certificate <i>* 14 pages</i> ADDITIONAL COPY REQUIRED
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*PLEASE RETURN CERTIFIED COPY AND CERTIFICATE IN SELF-ADDRESSED FEDEX ENVELOPE PROVIDED FOR CONVENIENCE. THANK YOU.

FROM: GreyStone at Boynton Beach HOA - Attn: Michelle DeRosa, Esq.
Name (Printed or typed)

1600 Sawgrass Corporate Parkway, Suite 300
Address

Sunrise, FL 33323
City, State & Zip

(954) 753-1730, Ext 2218
Daytime Telephone number

NOTE: Please provide the original and one copy of the articles.

**ARTICLES OF INCORPORATION
OF
GREYSTONE AT BOYNTON BEACH HOMEOWNERS ASSOCIATION, INC.
(A Florida Corporation Not For Profit)**

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SECRETARY OF CORPORATIONS
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In order to form a corporation not for profit under and in accordance with the provisions of Chapters 617 and 720 of the Florida Statutes, the undersigned hereby incorporates this 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 following words and phrases when used in these Articles of Incorporation (unless the context clearly reflects another meaning) shall have the following meanings:

1. "Articles" means these Articles of Incorporation and any amendments hereto.
2. "Assessments" means the assessments for which all Owners are obligated to the Association and includes "Individual Lot Assessments", "Special Assessments", "Townhome Assessments" and "Townhome Special 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 GreyStone Documents.
3. "Association" means GreyStone at Boynton Beach Homeowners Association, Inc., a Florida corporation not for profit. The Association is NOT a condominium association and is not intended to be governed by Chapter 718, the Condominium Act, Florida Statutes.
4. "Association Property" means the property more particularly described in Article II of the Declaration.
5. "Board" means the Board of Directors of the Association.
6. "Building" means a structure containing two (2) or more Townhomes.
7. "Bylaws" means the Bylaws of the Association and any amendments thereto.
8. "County" means Palm Beach County, Florida.
9. "Declarant" means Boynton Beach Associates XXI, LLLP, a Florida limited liability limited partnership, and any successors or assigns thereof to which Boynton Beach Associates XXI, LLLP, specifically assigns all or part of the rights of Declarant under the Declaration by an express written assignment, whether recorded in the Public Records of the County or not. The written assignment may give notice as to which rights of Declarant are to be exercised and as to which portion of the "Property" (as defined in the Declaration). 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.

10. "Declaration" means the Declaration of Covenants, Restrictions and Easements for GreyStone, which is intended to be recorded amongst the Public Records of the County, and any amendments thereto.

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

12. "GreyStone " means the planned development located in Palm Beach County, Florida, which encompasses the Property and is presently intended to comprise approximately five hundred fifty two (552) Homes and the Association Property, if and when fully developed, but is subject to change in accordance with the Declaration.

13. "GreyStone Documents" means, in the aggregate, the Declaration, these Articles, the Bylaws, the Plat and Additional Plat(s), if any, and all of the instruments and documents referred to or incorporated therein including, but not limited to, any "Amendment(s)" and "Supplemental Declaration(s)" (as such terms are defined in the Declaration).

14. "HOA Act" means the Homeowners' Association Act, Chapter 720, Florida Statutes, as of the date of recording of the Declaration amongst the Public Records of the County.

15. "Home" means a residential dwelling unit constructed within GreyStone which is designed and intended for use and occupancy as a single-family residence and includes but is not limited to a zero lot line single family homes and townhomes.

16. "Lot" means and refers to any parcel of land within GreyStone as shown on the Plat or any Additional Plat(s), if any (as such terms are defined in the Declaration) upon which a Home is permitted to be constructed, together with the improvements thereon, and any portion of the land within GreyStone that is declared to be a Lot by a Supplemental Declaration and is not subsequently withdrawn from the provisions of the Declaration by a Supplemental Declaration. For purposes of Individual Lot Assessments and Townhome Assessments, a Lot is either a Completed Lot or an Incomplete Lot.

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

18. "Operating Expenses" means the expenses for which Owners are liable to the Association as described in the GreyStone Documents and includes, but is not limited to: (a) the costs and expenses incurred by the Association in owning, administering, operating, maintaining, financing, or repairing (but not reconstructing, replacing or improving), the Association Property or any portion thereof and Improvements thereon, all other property owned by the Association (including without limitation, the Drainage System), and (b) all costs and expenses incurred by the Association in carrying out its powers and duties as set forth in the GreyStone Documents.

19. "Owner" means and refers to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Home within GreyStone, and includes Declarant for so

long as Declarant owns fee simple title to a Lot, but excluding therefrom those having such interest as security for the performance of an obligation.

20. "Plat" means the plat of GreyStone recorded or to be recorded in the Public Records of the County. In the event an Additional Plat is recorded among the Public Records of the County, then the term "Plat" as used herein shall also mean the Additional Plat.

21. "Townhome" means an attached residential dwelling unit contained in a Building constructed or to be constructed within GreyStone, which is designed and intended for use and occupancy as a single family residence.

Unless otherwise defined herein, the terms defined in the Declaration are incorporated herein by reference and shall appear in initial capital letters each time such terms appears in these Articles.

ARTICLE II NAME

The name of this corporation shall be GREYSTONE AT BOYNTON BEACH HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, whose principal address and mailing address is 1600 Sawgrass Corporate Parkway, Suite 300, Sunrise, Florida 33323.

ARTICLE III PURPOSES

The purpose for which the Association is organized is to take title to, administer, operate, maintain, finance, repair, replace, manage and lease the Association Property and other property and improvements in accordance with the terms of, and purposes set forth in, the GreyStone Documents and to carry out the covenants and enforce the provisions of the GreyStone 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 a corporation not for profit.

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

2. To make, establish, amend, abolish (in whole or in part), and enforce reasonable rules and regulations governing the use of the Association Property.

3. To make, levy and collect Assessments for the purpose of obtaining funds from its Members to pay Operating Expenses and other costs defined in the Declaration and costs of collection, and to use and expend the proceeds of Assessments in the exercise of the powers and duties of the Association.

4. To own, administer, operate, maintain, finance, repair, replace, manage, lease and convey the Association Property in accordance with the GreyStone Documents.

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

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

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

8. To exercise and enforce architectural control, maintenance and use restrictions contained within the Declaration.

9. To assign and/or delegate any right, duty or obligation of the Association as it deems necessary.

10. 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 GreyStone in a proper and aesthetically pleasing condition and to provide the Owners with services, amenities, controls, rules and regulations, and enforcement which will enhance the quality of life at GreyStone.

11. Notwithstanding anything contained herein to the contrary, the Association shall be required to obtain the approval of three-fourths (3/4) of all 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 GreyStone Documents;

(c) the enforcement of any applicable use and occupancy restrictions contained in the GreyStone 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 three-fourths (3/4) of the Members); or

(e) filing 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 voting by Members shall be as follows:

A. Until such time as the first deed of conveyance of a Lot from Declarant to an Owner is recorded amongst the Public Records of the County ("First Conveyance"), the membership of the Association shall be comprised solely of the Declarant.

B. Upon the First Conveyance, Declarant shall be a Member as to each of the remaining Lots until each such Lot 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 as evidenced by the recording of an instrument of conveyance amongst the Public Records of the County. Where title to a Lot is acquired by conveyance from a party other than Declarant by means of sale, gift, inheritance, devise, bequest, judicial decree or otherwise, the person, persons or entity thereby acquiring such Lot shall not be a Member unless or until such Owner shall deliver a true copy of a deed or other instrument of acquisition of title to the Association.

D. The Association shall have three (3) classes of voting membership:

1. "Class A Members" shall be all Owners of Single Family Lots, with the exception of Declarant while Declarant is a Class C Member, each of whom shall be entitled to one (1) vote for each Single Family Lot owned.

2. "Class B Members" shall be all Owners of Townhome Lots, with the exception of Declarant while Declarant is a Class C Member, each of whom shall be entitled to one (1) vote for each Townhome Lot owned.

3. "Class C Member" shall be Declarant, who shall be entitled to three times the total number of votes of the Class A Members and Class B Members combined, plus one. Class C membership shall cease and be converted to Class A membership or Class B membership upon the earlier to occur of the following events ("Turnover Date"):

(i) Three (3) months after the conveyance of ninety percent (90%) of the "Total Developed Lots" (as defined in Article X.C hereof) by Declarant, as evidenced by the recording of instruments of conveyance of such Lots amongst the Public Records of the County; or

(ii) At such time as Declarant shall designate in writing to the Association.

On the Turnover Date, Class A Members and Class B Members, including Declarant, shall assume control of the Association and elect not less than a majority of the Board; provided, however that Declarant shall be: (i) a Class "A" Member entitled to one (1) Class "A" vote for each Single Family Lot Declarant owns, and (ii) a Class "B" Member entitled to one (1) Class "B" vote for each Townhome Lot Declarant owns.

E. The designation of different classes of membership are for purposes of establishing the number of votes applicable to certain Lots, and nothing herein shall be deemed to require voting solely by an individual class on any matter which requires the vote of Members, unless otherwise specifically set forth in the GreyStone Documents.

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

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

H. There shall be only one (1) vote for each Lot, except for the Class C Member as set forth herein. If there is more than one Member with respect to a Lot as a result of the fee interest in such Lot being held by more than one person, such Members collectively shall be entitled to only one (1) vote. The vote of the Owners of a Lot owned by more than one natural person or by a corporation or other legal entity shall be cast by the person named ("Voting Member") in a certificate signed by all of the Owners of the Lot, or, if appropriate, by properly designated officers, partners or principals of the respective legal entity, and filed with the Secretary of the 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 Association, the Owners of such Lot shall lose their right to vote until such a certificate is filed with the Secretary of the Association, but the Lot shall be considered for purposes of establishing a quorum.

Notwithstanding the foregoing provisions, whenever any Lot is owned by a husband and wife they may, but shall not be required to, designate a Voting Member. In the event a certificate designating a Voting Member is not filed by the husband and wife, the following provisions shall govern their right to vote:

1. When both are present at a meeting, each shall be regarded as the agent and proxy of the other for purposes of casting the vote for each Lot owned by them. In the event they are unable to concur in their decision upon any topic requiring a vote, they shall lose their right to vote on that topic at that meeting, but shall count for purposes of establishing a quorum.

2. When only one (1) spouse is present at a meeting, the person present may cast the Lot vote without establishing the concurrence of the other spouse, absent any prior written notice to the contrary by the other spouse. In the event of prior written notice to the contrary to the Association by the other spouse, the vote of said Lot shall not be considered, but shall count for purposes of establishing a quorum.

3. When neither spouse is present, the person designated in a "Proxy" (as defined in the Bylaws) signed by either spouse may cast the Lot vote, when voting by Proxy is allowed, absent any prior written notice to the contrary to the Association by the other spouse or the designation of a different Proxy by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a different Proxy by the other spouse, the vote of said Lot shall not be considered, but shall count for purposes of establishing a quorum.

I. Unless some greater number is provided for in the GreyStone Documents, a quorum shall consist of persons entitled to cast at least thirty percent (30%) of the total number of votes of the Members.

ARTICLE VI TERM

The term for which this 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 (other than the Drainage System, which shall be conveyed to an appropriate agency of local government having jurisdiction thereof, unless such agency does not accept same) shall be conveyed to a similar homeowners association or a public agency having a similar purpose, or any Member may petition the appropriate 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. In the event of dissolution of the Association and conveyance of the Drainage System to an appropriate agency of local government having jurisdiction thereof as aforesaid, such agency shall have reasonable rights of access to the Property consisting of the Drainage System to operate, maintain, repair and replace the Drainage System.

ARTICLE VII
INCORPORATOR

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

Steven M. Helfman
1600 Sawgrass Corporate Parkway, Suite 300
Sunrise, Florida 33323

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, or the parents, children or spouses of Members.

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 or more 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	-	Barbara Smith
Vice President	-	Marcie DePlaza
Secretary/Treasurer	-	N. Maria Menendez

ARTICLE X
BOARD OF DIRECTORS

A. The number of Directors on the first Board of Directors of the Association ("First Board") shall be three (3). The number of Directors on the "Initial Elected Board" (as hereinafter defined) shall be five (5); three (3) of which shall be elected by Members at large and two (2) of which may be designated or appointed by Declarant. The number of Directors elected by the Members subsequent to the "Declarant's Resignation Event" (as hereinafter defined) shall be seven (7); five (5) of which shall be elected by the Owners of Homes other than Townhomes (the "SF

Owners”) and two (2) of which shall be elected by the Owners of Townhomes (the “Townhome Owners”). Director positions shall be elected by a plurality of votes cast by the applicable Owners entitled to vote for such opening at a meeting at which a quorum is present. Except for Declarant-appointed Directors, Directors must be Members or the parents, children or spouses of Members. Each Director shall have only one (1) vote.

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>
Barbara Smith	1600 Sawgrass Corporate Parkway, Suite 300 Sunrise, Florida 33323
Marcie DePlaza	1600 Sawgrass Corporate Parkway, Suite 300 Sunrise, Florida 33323
N. Maria Menendez	1600 Sawgrass Corporate Parkway, Suite 300 Sunrise, Florida 33323

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

C. Declarant initially intends that GreyStone, if and when ultimately developed, will contain approximately five hundred fifty-two (552) Lots with a Home constructed on each Lot (“Developed Lots”). For purposes of this paragraph, “Total Developed Lots” shall mean the five hundred fifty-two (552) Developed Lots which Declarant initially intends to develop in GreyStone. Notwithstanding the foregoing, Declarant has reserved the right in the Declaration to modify its plan of development for GreyStone (including, without limitation, the right to modify the product types to be constructed) and to add land to and withdraw land from GreyStone. Therefore, the total number of Lots and Homes within GreyStone, and thus the term “Total Developed Lots,” may refer to a number greater or lesser than five hundred fifty-two (552).

D. Upon the Turnover Date, the Members other than Declarant (“Purchaser Members”) shall be entitled to elect not less than a majority of the Board. The election of not less than a majority of the Board by the Purchaser 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. The Initial Election Meeting shall be called by the Association, through the Board, within sixty (60) days after the Purchaser Members are entitled to elect a majority of Directors as provided in Paragraph D hereof. A notice of meeting shall be forwarded to all Members in accordance with the Bylaws; provided, however, that the Members shall be given at least fourteen (14) days prior notice of such meeting. The notice shall also specify the number of Directors which shall be elected by the Purchaser Members and the remaining number of Directors designated by Declarant.

F. At the Initial Election Meeting, Purchaser Members, who shall include all Members other than Declarant, the number of which may change from time to time, shall elect three (3) of the Directors, and Declarant, until the Declarant's Resignation Event, shall be entitled to designate two (2) Directors (same constituting 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.

G. The Board shall continue to be so designated and elected, as described in Paragraph 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 SF Elected Director (as hereinafter defined) may be removed from office upon the affirmative vote or agreement in writing of a majority of the voting interests of SF Owners for any reason deemed to be in the best interests of the SF Owners. A Townhome Elected Director (as hereinafter defined) may be removed from office upon the affirmative vote or agreement in writing of a majority of the voting interests of Townhome Owners for any reason deemed to be in the best interest of the Townhome Owners. A meeting of the Purchaser Members to so remove its respective Director (other than a Declarant-appointed Director) shall be held upon the written request of ten percent (10%) of the Purchaser Members entitled to vote for such Director. Any such recall shall be effected and a recall election shall be held, if applicable, as provided in the HOA Act. SF Owners shall have the right to elect the successor, if any, to any SF Elected Director who is removed or resigns prior to the end of such Director's term. Townhome Owners shall have the right to elect the successor, if any, to any Townhome Elected Director who is removed or resigns prior to the end of such Director's term.

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 Total Developed Lots for sale in the ordinary course of business and all Lots sold by Declarant have been conveyed as evidenced by the recording of instruments of conveyance of such Lots amongst the Public Records of the 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 Purchaser Members shall elect a successor Director to fill the vacancy caused by the resignation or removal of Declarant's designated Director. This successor Director shall serve until the next Annual Members' Meeting and until his successor is 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 Purchaser Members 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, as more fully set forth herein. The SF Owners shall elect five (5) of the Directors (the "SF Elected Directors") and the Townhome Owners shall elect two (2) Directors (the "Townhome Elected Directors"). At the first Annual Members Meeting held after the Declarant's Resignation Event, a "staggered" term of office of the Board shall be created as follows:

1. Four (4) of the Directors (three of which shall be SF Elected Directors and one (1) of which shall be a Townhome Elected Director) shall have a term of two (2) years. The Directors serving for a two (2) year term will be the Directors receiving the most votes at the meeting by the respective Owners entitled to vote for such Director; 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 by the respective Owners entitled to vote for such Director 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 Director or officer 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 Purchaser Members had, now have or will have or which any personal representative, successor, heir or assign of the Association or Purchaser Members hereafter can, shall or may have against said Director or officer 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 postjudgment 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 a settlement in connection with any of the foregoing, 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 being in the best interest of the Association, and in the event a Director or officer admits that he is or is adjudged guilty of willful misconduct or gross negligence in the performance of his or her 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 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 them 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.

(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 a majority of the total number of Members in the Association.

2. An 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. After the First Conveyance, 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 any "Institutional Mortgagee" (as such term is defined in the Declaration) without the prior written consent of such Institutional Mortgagee.

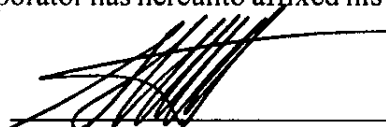
F. Notwithstanding the foregoing provisions of this Article XIII to the contrary, no amendment to these Articles shall be adopted which shall abridge, prejudice, amend or alter the rights of Declarant without the prior written consent of Declarant, including, but not limited to, Declarant's right to designate and select members of the First Board or otherwise designate and select Directors as provided in Article X above, nor shall any other amendment be adopted or become effective without the prior written consent of Declarant.

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 Public Records of the County.

ARTICLE XIV
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 1600 Sawgrass Corporate Parkway, Suite 300, Sunrise, Florida 33323 and the initial registered agent of the Association at that address shall be Steven M. Helfman, Esq.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature, this 10th day of November, 2006.




STEVEN M. HELFMAN

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 10th day of November, 2006, by Steven M. Helfman, the person described as the Incorporator of these Articles who executed the foregoing Articles of Incorporation and who is personally known to me.

[NOTARIAL SEAL]



Notary Public, State of Florida



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.



STEVEN M. HELFMAN

Dated: November 10, 2006

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DIVISION OF CORPORATIONS
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