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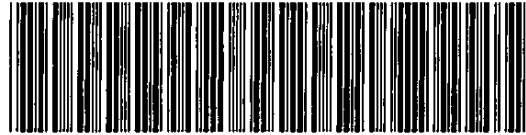
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DIVISION OF CORPORATIONS
06 DEC 15 PM 3:08

1/11

COVER LETTER

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

SUBJECT: Victoria Lofts 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

☒ ^{79.75}~~\$78.75~~
Filing Fee &
Certificate of
Status

☐ \$78.75
Filing Fee
& Certified Copy

☐ \$87.50
Filing Fee,
Certified Copy
& Certificate

ADDITIONAL COPY REQUIRED

FROM: Michael E. Chapnick, Esq.
Name (Printed or typed)

100 East Linton Blvd., Suite 102-B
Address

Delray Beach, Florida 33483
City, State & Zip

561-330-3096
Daytime Telephone number

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

ARTICLES OF INCORPORATION
OF
VICTORIA LOFTS HOMEOWNERS ASSOCIATION, INC.
(A Florida Corporation Not For Profit)

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

06 DEC 15 PM 3:08

The undersigned, by these Articles, associate themselves for the purpose of forming a not-for-profit corporation under Chapter 720, Florida Statutes, and certify as follows:

Article I. Name. The name of the Corporation is Victoria Lofts Homeowners Association, Inc. For convenience, the Corporation shall be referred to in this instrument as the "Association."

Article II. Address. The address of the initial principal office of the Association and the initial mailing address of the Association is 2900 Glades Circle, Suite 850, Weston, Florida 33327.

Article III. Definitions. All capitalized terms used in these Articles of Incorporation which are not defined herein shall have the meaning set forth in the Declaration of Covenants, Conditions and Restrictions for Victoria Lofts, 2900 Glades Circle, Suite 850, Weston, Florida 33327, recorded or to be recorded by LHP Intracoastal II, LLC, a Florida Limited Liability Company ("Declarant"), in the public records of Broward County, Florida, as such Declaration may be amended from time to time (the "Declaration").

Article IV. Article 4. Purposes. The Association does not contemplate pecuniary gain or benefit, direct or indirect, to its members. By way of explanation and not of limitation, the purposes for which the Association is organized are:

Section 4.01 to be and constitute the Association to which reference is made in the Declaration, to perform all obligations and duties of the Association, and to exercise all rights and powers of the Association, as set forth in the Governing Documents and as provided by law; and

- (a) to provide an entity for the furtherance of the interests of the owners of real property now and hereafter made subject to the Declaration (such real property is referred to in these Articles as the "Community"); and
- (b) to promote the recreational, health, safety, aesthetic enjoyment and social welfare of the owners and occupants of the Community, and to operate, manage, maintain and own the common areas in accordance with and pursuant to the Declaration or any supplement or amendment thereto, and to fulfill its obligations in accordance with and pursuant to the Declaration. The Association is not a Condominium Association, and is not intended to be bound by the provisions of Chapter 718, Florida Statutes.

Article V. Powers. In furtherance of its purposes, the Association shall have the following powers, which, unless indicated otherwise by the Declaration or By-Laws of the Association, shall, if exercised at all, be exercised by the Board of Directors:

- (a) all of the powers conferred upon not-for-profit corporations by common law and Florida Statutes in effect from time to time; and
- (b) all of the powers necessary or desirable to perform the obligations and to exercise the rights and powers set out in these Articles, the By-Laws, and the Declaration, including, without limitation, the following:
 - (i) to fix, levy, collect, and enforce payment of all charges or assessments authorized by the Declaration by any lawful means; to pay all expenses in connection therewith and all administrative and other expenses incident to the conduct of the business of the Association including, without limitation, all licenses, taxes, or governmental charges levied or imposed against the property of the Association;
 - (ii) to manage, control, operate, alter, maintain, repair, improve, and replace the common areas and facilities, and any property acquired by the Association, or any property owned by another for which the Association, by rule, regulation, declaration, or agreement, has a right or duty to provide such services;
 - (iii) to make rules and regulations and to enforce covenants, conditions, or restrictions affecting any property within the Community to the extent the Association may be authorized to do so under the Declaration or By-Laws;
 - (iv) to engage in activities which will actively foster, promote, and advance the common interests of all owners of property within the Community subject to the Declaration;
 - (v) to buy, or otherwise acquire, sell, or otherwise dispose of, mortgage, or otherwise encumber, exchange, lease, own, hold, use, operate, and otherwise deal in and with, real, personal, and mixed property of all kinds and any right or interest therein for any purpose of the Association;
 - (vi) to borrow money for any purposes subject to such limitations as may be contained in the Declaration and/or By-Laws;
 - (vii) to enter into, make, perform, and enforce agreements of every kind and description, and to do all other acts necessary, appropriate, or advisable in carrying out any purpose of the Association, with or in association with any other corporation, or other entity or agency, public or private;

(viii) to adopt, alter, amend, rescind or repeal the By-Laws as may be necessary or desirable for the proper management of the affairs of the Association; however, such By-Laws may not be inconsistent with or contrary to any provisions of the Declaration; and

(ix) to provide any and all supplemental municipal services to the Community as may be necessary and desirable.

Section 5.02 The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or hereafter be allowed or permitted by law; and the powers specified in each of the paragraphs of this Article 5 are independent powers, not to be restricted by reference to or interference from the terms of any other paragraph or provision of this Article 5.

Article VI. Members. The Association shall be a membership corporation without certificates or shares of stock. There initially shall be two classes of membership, as more fully set forth in the Declaration. The Owner of each lot shall be a member of the Association and shall be entitled to vote as provided in the Declaration and the By-Laws.

Section 6.01 Change of an Owner's membership in the Association shall be established by recording in the Public Records of Broward County, a deed or other instrument establishing record title to a Lot. Upon such recordation, the owner designated by such instrument shall become a member of the Association and the membership of the prior Owner shall terminate. However, such new member's rights shall not be effective until said new member presents the Association with a recorded copy of the Warranty Deed or other muniment of title conveying record title to the Lot. Failure to present such Deed or other muniment of title shall not, however, absolve the new Owner from his obligations under the Declaration, Articles of Incorporation, By-Laws, and/or Rules and Regulations of the Association.

Article VII. Existence and Duration. Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State of the State of Florida. The Association shall exist in perpetuity.

Article VIII. Board of Directors. The Association's business and affairs shall be conducted, managed, and controlled by a Board of Directors ("Board"). The board may delegate its operating authority, or any part thereof, to such companies, individuals, or committees as it, in its discretion, may determine.

Section 8.01 The Board shall consist of three members, as provided in the By-Laws. The names and addresses of the initial directors, who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

Raul Briceño 2900 Glades Circle, Suite 850, Weston, Florida 33327

Luis Hernandez 2900 Glades Circle, Suite 850, Weston, Florida 33327

Tomas Gonzalez

2900 Glades Circle, Suite 850, Weston, Florida 33327

Section 8.02 Until the date of turnover, directors need not be members of the Association. However, from and after the date of turnover, all directors shall be members of the Association, or the current spouse thereof. At no time shall more than one (1) Owner of the same Lot simultaneously serve as a director. The method of election and removal of directors, filling of vacancies, and the term of office of directors shall be as set forth in the By-Laws.

Article IX. **Officers.** The officers of the Association shall be a president, a secretary, a treasurer, and such other officers as the Board may from time to time deem necessary. Any two (2) or more offices may be held by the same person, except that the offices of president and secretary may not be held by the same person. Officers shall be elected for one (1) year terms in accordance with the procedure set forth in the By-Laws.

Section 9.01 The names of the officers who are to manage the affairs of the Association until turnover, and until their successors are duly elected and qualified are:

Raul Briceño	President
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Luis Hernandez	Treasurer
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Tomas Gonzalez	Secretary
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Article X. **By-Laws.** The initial By-Laws shall be adopted by the Board and thereafter may be altered, amended, rescinded or repealed in the manner provided in the By-Laws.

Article XI. **Liability of Directors.** To the fullest extent that the Florida Not-for-Profit Corporation Act, as it exists on the date hereof or as it may hereafter be amended, permits the limitation for elimination of the liability of directors or officers, no director or officer of the Association shall be personally liable to the Association or its members for monetary damages for breach of duty of care or other duty as a director or officer. No amendment to or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any director or officer of the Association for or with respect to any acts or omissions of such director or other officer occurring prior to such amendment or repeal.

Article XII. **Indemnification.**

Section 12.01 **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 completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative by reason of the fact that he or she is or was a director, employee, officer, or agent of the Association. Such indemnification shall include indemnification against expenses (including, without limitation, reasonable attorneys' fees and appellate attorneys' fees), judgments, fines, and amounts paid in settlement, actually and reasonably incurred by the indemnified person in connection with such action, suit, or proceeding, if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed

Victoria Lofts Homeowners Association, Inc.

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to the best interest of the Association, and, with respect to any criminal action or proceedings, such person had no reasonable cause to believe his or her conduct was unlawful. Notwithstanding the foregoing, no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for gross negligence or misfeasance or malfeasance in the performance of his or her duty to the Association, unless, and then 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, in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses as such court shall deem proper. 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 or she reasonably believed to be in or not opposed to the best interest of the Association and with a respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful. Notwithstanding the foregoing, the Association need not indemnify the managing agent of the Community unless such indemnification is required to do so by the agreement between the Association and such managing agent, approved by the Board or required by law.

Section 12.02 Approval. Any indemnification under Section 12.01 above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification is proper under the circumstances because the person requesting indemnification has met the applicable standard of conduct set forth in paragraph Section 12.01 above. Such determination shall be made (i) by majority vote of the members of the Board who were not parties to such action, suit, or proceeding, if sufficient to constitute a quorum, or (ii) if a quorum of the Board is not obtainable, or, even if obtainable, if a quorum of disinterested directors so directs, in a written opinion rendered by independent legal counsel engaged by the Association, or (iii) by a majority vote of the Class "A" Members and the consent of the Class "B" Member, during the Development and Sale Period.

Section 12.03 Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding may 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 a written agreement by or on behalf of the affected director, officer, employee, or agent to repay such amount if it is ultimately determined that he or she is not entitled to be indemnified by the Association as authorized in this Article.

Section 12.04 Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled by law, under the By-Laws, or pursuant to any agreement, vote of Members, or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs and personal representatives of such person.

Section 12.05 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of

Victoria Lofts Homeowners Association, Inc.

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the Association, including without limitation, as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of this Article.

Article XIII. Interested Directors.

Section 13.01 No contract or transaction between the Association and one or more of its directors or officers, or between the Association and any other corporation, partnership, or Association, or other organization in which one or more of its directors or officers are directors or officers or have a financial interest, shall be invalid, void, or voidable solely for such reason, or solely because the director or officer is present or participates in the meeting of the Board at which such contract or transaction was authorized, or solely because his, her, or their votes are counted for such purpose. No director or officer of the Association shall incur liability by reason of the fact that he or she is or may be interested in any such contract or transaction.

Section 13.02 Interested directors may be counted in determining the presence of a quorum at a meeting of the board at which a contract or transaction with an interested director is to be considered, and may vote on such a matter.

Section 13.03 The Association may enter into contracts and transactions with Declarant and Declarant's Affiliates.

Article XIV. Amendments.

Section 14.01 Prior to the recording of the Declaration amongst the Public Records of Broward County, Florida, these Articles may be amended only by an instrument, in writing, signed by all of the directors and filed in the office of the Secretary of State of the State of Florida. The instrument amending these Articles shall identify the particular Article or Articles being amended and give the exact language of such amendment, and a certified copy of each such amendment shall always be attached to any certified copy of these Articles and shall be an exhibit to the Declaration upon the recording thereof.

Section 14.02 After the recording of the Declaration amongst the Public Records of Broward County, Florida, these Articles may be amended in the following manner:

- (a) The Board, by majority vote, shall adopt a resolution setting forth the proposed amendment and direct that it be submitted to vote at a meeting of the members;
- (b) Notice of the subject matter of the proposed amendment shall be included in the notice of any membership meeting (annual or special) at which such proposed amendment is to be considered by the members;

- (c) After the turnover date, such proposed amendment must be submitted to and approved by the members. Any number of amendments may be submitted to the members and voted upon at one meeting. Amendments shall be approved upon the affirmative vote of a majority of the membership appearing either in person or by proxy at any meeting called for such purpose at which a quorum is attained.
- (d) A copy of each amendment shall be certified by the Secretary of State of the State of Florida.
- (e) Notwithstanding the foregoing provisions, there shall be no amendment to these Articles which (i) shall abridge, amend or alter the rights of the Declarant, including the right of the Declarant to designate and select the directors as provided elsewhere herein, or which (ii) shall make any changes in the qualifications for membership or the voting rights of the members.
- (f) In the event of a conflict between these Articles of Incorporation and other of the Association's governing documents, the order of priority of such documents shall be as follows: Declaration of Covenants, Conditions, and Restrictions, Articles of Incorporation, By-Laws, Rules and Regulations originally recorded with the Declaration, Rules and Regulations adopted by the Board of Directors.

Article XV. Dissolution. The Association may be dissolved only upon (a) a resolution duly adopted by the Board, and (b) the affirmative vote of members who are Owners of not less than two-thirds ($\frac{2}{3}$) of the Lots, and (c) so long as Declarant or any Declarant Affiliate owns any property subject to the Declaration or which may be unilaterally subjected to the Declaration, the consent of Declarant. Upon dissolution of the Association, if VA is guaranteeing or HUD is insuring the Mortgage on any Lot, then unless otherwise agreed to in writing by HUD or VA, any remaining real property of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that acceptance of such dedication is refused, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes. Such requirement shall not apply if VA is not guaranteeing and HUD is not insuring any Mortgage; provided, if either agency has granted project approval for the Community, then HUD and/or VA shall be notified of such dissolution.

Article XVI. Incorporator. The name of the incorporator of the Association is LHP Intracoastal II, LLC, and such incorporator's address is 2900 Glades Circle, Suite 850, Weston, Florida 33327.

Article XVII. Registered Agent and Office. The initial registered office of the Association is 100 East Linton Boulevard, Suite 102-B, Delray Beach, Florida 33483, and the initial registered agent at such address is Michael E. Chapnick, Esq., Chapnick Community Association Law, P.A.

IN WITNESS WHEREOF, the undersigned Declarant has executed these Articles of Incorporation this 9 day of DECEMBER 2006.

Victoria Lofts Homeowners Association, Inc.

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LHP INTRACOASTAL II, LLC, a Florida Limited Liability Company

By: _____

Raul Briceño, Manager

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 09 day of December, 2006, by Raul Briceño as Manager of LHP Intracoastal II, LLC, a Florida Limited Liability Company, on behalf of the Declarant. Said person is personally known to me.



ad
Notary Public, State of Florida

Print Name: Adriana C. Hernandez

Commission No.: DD601416

My Commission Expires: 10/03/10

CERTIFICATE DESIGNATING PLACE OF BUSINESS
FOR SERVICE OF PROCESS WITHIN THIS STATE,
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

06 DEC 15 PM 3:08

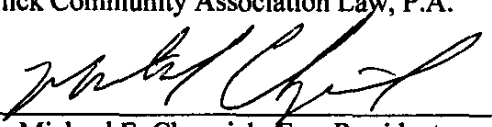
Pursuant to Chapter 48.091, Florida Statutes, the following is submitted in compliance with said Act:

That, Victoria Lofts Homeowners Association, Inc., desiring to organize under the laws of the State of Florida, with its principal office at **2900 Glades Circle, Suite 850, Weston, Florida 33327**, has named Michael E. Chapnick, Esq., Chapnick Community Association Law, P.A., whose office is located at 100 East Linton Boulevard, Suite 102-B, Delray Beach, Florida 33483, as its agent to accept service of process within the State.

ACKNOWLEDGMENT

Having been named to accept service of process for the above stated corporation, at the place designated in this Certificate, Michael E. Chapnick, Esq., Chapnick Community Association Law, P.A. hereby accepts to act in this capacity, and agrees to comply with the provisions of said Act relative to keeping open said office.

Chapnick Community Association Law, P.A.

By: 

Michael E. Chapnick, Esq. President