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from RUDEN MCCLOSKEY

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FLORIDA PROFIT/NON PROFIT CORPORATION

Jasmine Lakes II Condominium Association, Inc.

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JASMINE LAKES II CONDOMINIUM ASSOCIATION, INC.
6250 S.W. 47th Court
Davis, Florida 33314

August 22, 2007

Florida Department of State
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

Ladies and Gentlemen:

The undersigned Florida not for profit corporation does hereby consent to the use of the name JASMINE LAKES II CONDOMINIUM ASSOCIATION, INC. in the corporate name for a new Florida not for profit corporation of the same name JASMINE LAKES II CONDOMINIUM ASSOCIATION, INC.

Sincerely,

JASMINE LAKES II CONDOMINIUM
ASSOCIATION, INC.


By _____
Barry Goldstein, President

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLES OF INCORPORATION
OF
JASMINE LAKES II CONDOMINIUM ASSOCIATION, INC.
(A Florida Corporation Not for Profit)**

In order to form a corporation not for profit, under and in accordance with Chapter 617 of the Florida Statutes, I, the undersigned, hereby incorporate this corporation not for profit, for the purposes and with the powers hereinafter set forth and to that end, I do, by these Articles of Incorporation (these "Articles"), certify as follows:

**ARTICLE I
DEFINITIONS**

The terms contained in these Articles are defined in Chapter 718, Florida Statutes (the same being the "Condominium Act" or the "Act"), as amended through the date of recording the Declaration amongst the Public Records of Broward County, Florida, shall have the meaning of such terms set forth in such Act unless otherwise defined herein, and, for clarification, the following terms will have the following meanings:

"Articles" means these Articles of Incorporation of the Association.

"Association" means Jasmine Lakes II Condominium Association, Inc., a Florida corporation not for profit, responsible for operating the Condominium or any other condominium which may be created upon the Land.

"Board" means the Board of Directors of the Association.

"Building(s)" means the structure(s) within the Condominium Property in which the Condominium Units are located.

"Bylaws" means the Bylaws of the Association.

"Club" means Jasmine Lakes Club, Inc., a Florida corporation not for profit, re-organized to administer the Declaration of Restrictions and Protective Covenants, recorded in Official Records Book 20884, Page 0530, of the Public Records of the County, and all amendments and supplements thereto ("Master Declaration") and having among its members the Owners of "Units" within Jasmine Lakes Development Land (as such terms are defined in the Master Declaration)" In accordance with the Master Declaration, each Condominium Unit shall be obligated for a proportionate share of assessments of the Club attributable to the Condominium Property. The Master Declaration authorizes "annual assessments or charges" and "special assessments" to be levied against Condominium Unit Owners. "Annual assessments" and "special assessments" are hereinafter referred to as "Club Assessments."

"Common Elements" means the portion of the Condominium Property not included in

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the Condominium Units.

"Common Surplus" means the excess of receipts of the Association collected on behalf of the Condominium (including, but not limited to, assessments, rents, profits and revenues, in connection with the Common Elements) over the Condominium Common Expenses.

"Condominium" means Jasmine Lakes II, a Condominium. The term "the Condominium" refers solely to the named condominium Jasmine Lakes II, a Condominium which is created by the Declaration.

"Condominium Assessments" means the share of funds required for the payment of "Annual Assessments" and "Special Assessments" (as such terms are defined in the Declaration) which from time to time are assessed against a Condominium Unit Owner.

"Condominium Common Expenses" means expenses for which the Condominium Unit Owners are liable to the Association as set forth in various sections of the Act and as described in the Condominium Documents and include:

- (i) expenses for the operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of the Association with respect to the Condominium and the Condominium Property, cost of fire and extended coverage insurance on the Condominium Property required to be insured by the Association; and
- (ii) any fees due and payable under any bulk cable agreement between a cable service provider and the Association; and
- (iii) any other expenses designated as Condominium Common Expenses not inconsistent with the Act, from time to time by the Board.

"Condominium Documents" means in the aggregate the Declaration, these Articles, the Bylaws, any rules or regulations promulgated by the Association and all of the instruments and documents referred to therein and executed in connection with Jasmine Lakes II, a Condominium and all amendments to the foregoing.

"Condominium Property" means the real property submitted to condominium ownership pursuant to the Declaration(s) and any amendment or amendments thereto and all improvements thereon, subject to any and all easements associated therewith, including, but not limited to, the Condominium Units and Common Elements and all easements intended for use in connection with the Condominium, all as more particularly described in the Declaration.

"Condominium Unit" means "unit" as described in the Act and is that portion of the Condominium Property, which is subject to exclusive ownership.

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"Condominium Unit Owner" means "unit owner" as defined in the Act and is the owner of a Condominium Unit.

"County" means Broward County, Florida.

"Declaration" means the Declaration of Condominium of Jasmine Lakes II, a Condominium, as it may be amended from time to time, by which the Condominium is submitted by Developer to the condominium form of ownership in accordance with the Act.

"Developer" means Jasmine Lakes Acquisition, LLC, a Florida limited liability company, its successors, grantees and assigns. A Condominium Unit Owner shall not, solely by the purchase of a Condominium Unit, be deemed a successor or assign of Developer or of the rights of Developer under the Condominium Documents unless such Condominium Unit Owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Developer.

"Director" means a member of the Board.

"Jasmine Lakes II" means the name given to the planned residential development which is currently being developed by Developer, and which is planned to contain eighty-four (84) Condominium Units in ten (10) Phases (nine [9] Phases each of which are to contain a two [2]-story Building with eight [8] Condominium Units and one [1] Phase of which is to contain a two [2]-story Building with twelve [12] Condominium Units and other Common Elements.

"Jasmine Lakes II Condominium" means Jasmine Lakes II, a Condominium and any other condominium (if any) created upon any portion of the Land and administered by the Association as described in Article 11 of the Declaration.

"Jasmine Lakes Development Land" means the name given to the master planned community in which the Condominium is located and which is being developed by "Declarant" (as defined in the Master Declaration) and which is more particularly described in the Master Declaration.

"Master Documents" means the Master Declaration, the Amended and Restated Articles of Incorporation and Bylaws of the Club, any rules and regulations promulgated by the Club and all of the instruments and documents referred to therein and executed in connection therewith, and any amendments to any of the documents thereto.

"Member" means a member of the Association.

"Phase" means those portions of the real property within Jasmine Lakes II and improvements thereon which, as contemplated by Section 718.403 of the Act, may become part of the Condominium Property of Jasmine Lakes II by the recording of a Declaration or an amendment thereto.

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"Public Records" means the Public Records of the County.

"Voting Certificate" means "Voting certificate" as defined in the Act and is the document which designates one (1) of the record title owners, or the corporate, partnership or entity representative who is authorized to vote on behalf of a Condominium Unit owned by more than one (1) owner or by any entity.

"Voting Interests" means "Voting interests" as defined in the Act and are the voting rights distributed to Members of the Association pursuant to the Declaration.

Whenever the context so requires, the use of the plural shall include the singular and *vice versa*. Any words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

ARTICLE II NAME, PRINCIPAL AND MAILING ADDRESS

The name of this Association shall be JASMINE LAKES II CONDOMINIUM ASSOCIATION, INC., whose principal office is 2070 North Ocean Boulevard, Suite 3, Boca Raton, Florida 33431 and whose mailing address is P.O. Box 4110, Boca Raton, Florida 33429.

ARTICLE III PLAN OF DEVELOPMENT AND PURPOSE OF ASSOCIATION

A. Developer intends to develop the Condominium on property Developer owns in the County. Developer intends to develop Jasmine Lakes II as a "phase condominium" as contemplated by Section 718.403 of the Act.

B. If Developer does not submit all Phases described in the Declaration to condominium ownership, then Developer may develop the land of any such Phase(s) not made a part thereof as another Jasmine Lakes II Condominium(s) to be administered by the Association.

C. (i) The Association shall be the condominium association responsible for the operation of all Jasmine Lakes II Condominium(s), subject to the terms and restrictions of the Condominium Documents; however, Developer reserves the right to incorporate additional association(s) if more than one (1) condominium is created within Jasmine Lakes II. Each Condominium Unit Owner shall be a Member of the Association as provided in these Articles.

(ii) The purpose for which this Association is organized is to maintain, operate, manage and otherwise administer Jasmine Lakes II Condominium(s) and to own portions of, operate, lease, sell, trade and otherwise deal with certain of the improvements located therein now or in the future, all in accordance with the plan for development set forth in the Condominium Documents,

and all other lawful purposes.

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, provided such powers are not in conflict with the terms of the Condominium Documents or the Act.

B. The Association shall have all of the powers (including, but not limited to, the operation, maintenance, management, repair and replacement of the Condominium Property and the Common Elements) to be granted to the Association in the Condominium Documents which powers are incorporated by this reference into these Articles.

C. The Association shall have all of the powers of an "Association" (as such term is defined in the Act) and shall have all of the powers reasonably necessary to implement the purposes of the Association including, but not limited to, the following:

1. To make, establish and enforce reasonable rules and regulations governing the use of the Condominium Property (including the Condominium Units and the Common Elements).

2. To make, levy, collect and enforce Condominium Assessments and special charges and any other charges and/or fees as provided in the Condominium Documents against Condominium Unit Owners, in order to provide sufficient funds to pay for the expenses of the Association, the maintenance, operation and management of the Condominium and Condominium Property and the payment of Condominium Common Expenses, and other expenses in the manner provided in the Condominium Documents and the Act and to use and expend the proceeds of such Condominium Assessments and other monies in the exercise of the powers and duties of the Association, and to collect Club Assessments on behalf of the Club.

3. To maintain, repair, replace and operate the Condominium Property in accordance with the Condominium Documents and the Act.

4. To reconstruct improvements on the Condominium Property in the event of casualty or other loss.

5. To enforce by legal means the provisions of the Condominium Documents, Master Documents and the Act.

6. To employ personnel, retain independent contractors and professional personnel, and to enter into service and management contracts to provide for the maintenance, operation and management and administration of the Condominium Property and to enter into any

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other agreements consistent with the purposes of the Association including, but not limited to, agreements as to the management of the Condominium Property and agreements to acquire possessory or use interests in real property and to provide therein that the expenses of said real property and any improvements thereon, including taxes, insurance, utility expenses, maintenance and repairs, are Condominium Common Expenses of the Condominium and to enter into agreements for the installation, maintenance and operation of a "master" television antenna system and a cable television system, if any.

7. To purchase real and/or personal property as determined by the Association in compliance with the Condominium Documents.

8. To borrow money and to obtain such financing as is necessary to maintain, repair and replace the Condominium Property in accordance with the Declaration and the Act and, as security for any such loan, to collaterally assign the Association's right to collect and enforce Condominium Assessments levied for such purpose.

9. To enter into a bulk contract for cable television, a bulk contract for security monitoring alarm, a bulk contract for Internet service provider and a bulk contract for pest control and to make the cost thereof Condominium Common Expenses.

ARTICLE V MEMBERS

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 Jasmine Lakes II Condominium is submitted to condominium ownership by the recordation of the Declaration, the membership of the Association shall be comprised solely of the members of the "First Board" (as defined in Article X hereof).

B. Once Jasmine Lakes II Condominium is submitted to condominium ownership by the recordation of the Declaration, the Condominium Unit Owners, which shall mean in the first instance Developer as the owner of all the Condominium Units, shall be entitled to exercise all of the rights and privileges of the Members. Developer shall be a Member so long as it is the record owner of any Condominium Unit in the Condominium.

C. Except as set forth above, membership in the Association shall be established by the acquisition of ownership of fee title to a Condominium Unit as evidenced by the recording of a deed or other instrument of conveyance amongst the Public Records, whereupon the membership of the prior Condominium Unit Owner shall terminate as to that Condominium Unit. Where title to a Condominium Unit is acquired from a party other than Developer, the person, persons, corporation or other legal entity thereby acquiring such Condominium Unit shall not be a Member unless and until such acquisition is in compliance with the provisions of the Declaration. New Members shall

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deliver to the Association a true copy of the deed or other instrument of acquisition of title to the Condominium Unit.

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

E. If a second Jasmine Lakes II Condominium is submitted to condominium ownership, membership in the Association shall be divided into classes ("Class Members") with Condominium Unit owners in each Jasmine Lakes II Condominium constituting a class. If one or more additional Jasmine Lakes II Condominiums are submitted to condominium ownership, the Condominium Unit Owners thereof who are Members of the Association shall also be Class Members as to each additional condominium.

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

1. Either the membership as a whole shall vote or the Class Members shall vote, which determination shall be made in accordance with subparagraphs F.2 and F.3 below. In any event, however, each Condominium Unit shall be entitled to only one (1) vote, which vote shall be exercised and cast in accordance with the Condominium Documents. In the event there is more than one (1) Condominium Unit Owner with respect to a Condominium Unit as a result of the fee interest in such Condominium Unit being held by more than one (1) person or an entity, such owners collectively shall be entitled to only one (1) vote in the manner determined by the Declaration.

2. In matters that require a vote, voting shall take place as follows:

(a) Matters substantially pertaining to a particular Jasmine Lakes II Condominium or any combination of Jasmine Lakes II Condominiums shall be voted upon only by the Class Members of the applicable Jasmine Lakes II Condominium(s) and shall be determined by a vote of the majority of such Class Members at any meeting having a proper quorum (as determined in accordance with the Bylaws); and (b) Matters substantially pertaining to all of Jasmine Lakes II Condominiums or the Association as a whole shall be voted on by the Membership and shall be determined by a vote of the majority of the Membership in attendance at any meeting having a quorum (as determined in accordance with the Bylaws).

3. Any decision as to whether a matter substantially pertains to a particular Jasmine Lakes II Condominium or any combination of or all of Jasmine Lakes II Condominiums or to the Association as a whole, for purposes of voting, shall be determined solely by the Board. Notwithstanding the foregoing, no action or resolution affecting a Jasmine Lakes II Condominium or any combination of Jasmine Lakes II Condominium which the Board determines requires the vote of the Members as a whole shall be effective with regard to a Jasmine Lakes II Condominium unless the Class Members of the particular Jasmine Lakes II Condominiums unless the Class Members of the particular Jasmines Lakes II Condominium or any combination of Jasmine
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Lakes II Condominiums so affected shall be given the opportunity to also vote on said action or resolution as a class or classes.

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

5. Notwithstanding any other provisions of these Articles, on matters which require voting by the Members, if the question is one upon which, by express provisions of the Act or the Condominium Documents (provided the express provisions of the Condominium Documents are in accordance with the requirements of the Act), requires a vote of other than a majority vote of a quorum, then such express provision shall govern and control the required vote on the decision of such question.

ARTICLE VI TERM

The term for which this Association is to exist shall be perpetual.

ARTICLE VII INCORPORATOR

The name and address of the Incorporator of these Articles is as follows: Mark Grant, Esq., 200 East Broward Boulevard, Suite 1500, Fort Lauderdale, Florida 33301.

ARTICLE VIII OFFICERS

A. The affairs of the Association shall be managed by a President, one (1) or several Vice Presidents, a Secretary and a Treasurer and, if elected by the Board, an Assistant Secretary and an Assistant Treasurer, which officers shall be subject to the directions of the Board. The Board may employ a managing agent and/or such other managerial and supervisory personnel or entities as it deems necessary to administer or assist in the administration of the operation or management of the Association and Developer shall have the right to be reimbursed for expenses incurred by Developer on behalf of the Association in operating and/or managing the Association.

B. The Board shall elect the President, the Vice President, the Secretary, and the Treasurer, and as many other Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine appropriate. Such officers shall be elected annually by the Board at the first meeting of the Board following the "Annual Members' Meeting" (as described in Section 4.1 of the Bylaws); provided, however, such officers may be removed by the Board and other persons may be elected as such officers by the Board in the manner provided in the Bylaws. The President shall be a Director of the Association, 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 same

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person hold the office of President who holds the office of Secretary or Assistant Secretary.

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:	Zvi Levin
Vice President:	Jeff Gibbs
Secretary/Treasurer:	Micah Conn

ARTICLE X BOARD

A. The number of Directors on the first Board ("First Board"), the "Initial Elected Board" (as hereinafter defined) and all Boards elected prior to the "Majority Election Meeting" (as hereinafter defined) shall be three (3). The number of Directors elected by the Members at and subsequent to the Majority Election Meeting shall be as provided in Paragraph K of this Article X.

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

<u>NAME</u>	<u>ADDRESS</u>
Zvi Levin	P.O. Box 4110 Boca Raton, Florida 33429
Jeff Gibbs	P.O. Box 4110 Boca Raton, Florida 33429
Micah Conn	P.O. Box 4110 Boca Raton, Florida 33429

Developer reserves the right to designate successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided. Developer reserves the right to remove any Director from the First Board and the right to remove any Director designated by Developer in accordance with these Articles.

C. Upon the conveyance by Developer to Condominium Unit Owners other than Developer ("Purchaser Members") of fifteen percent (15%) or more of the "Total Condominium Units" (as hereinafter defined) (as evidenced by the recordation of deeds), including Condominium Units in all Jasmine Lakes II Condominium(s), the Purchaser Members shall be entitled to elect one-third (1/3) of the Board, which election shall take place at the Initial Election Meeting. Developer

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shall designate the remaining Directors on the Board at the Initial Election Meeting. The Director to be so elected by the Purchaser Members and the remaining Directors to be designated by Developer are hereinafter collectively referred to as the "Initial Elected Board" which shall succeed the First Board upon their election and qualification. Subject to the provisions of Paragraph X.D. below, the Initial Elected Board shall serve until the next Annual Members' Meeting, whereupon the Directors shall be designated and elected in the same manner as the Initial Elected Board. The Directors shall continue to be so designated and elected at each subsequent Annual Members' Meeting until such time as the Purchaser Members are entitled to elect not less than a majority of the Directors on the Board. Developer reserves the right, until such time as the Purchaser Members are entitled to elect not less than a majority of the Directors on the Board, to designate successor Directors to fill any vacancies caused by the resignation or removal of Directors designated by Developer pursuant to this Paragraph X.C. The term "Condominium Units" means the number of Condominium Units contemplated for Jasmine Lakes II Condominium (less the number of Condominium Units in Jasmine Lakes II Condominium as provided in the Declaration nor submit to condominium ownership as a separate Jasmine Lakes II Condominium).

D. Purchaser Members are entitled to elect not less than a majority of the Board upon the happening of any of the following events, whichever shall first occur.

1. Purchaser Members other than the Developer are entitled to elect not less than a majority of the Board upon the happening of the following, whichever shall first occur (reciting the provisions of Sections 718.301(1)(a) through (e) of the Act:

(a) Three (3) years after fifty percent (50%) of the Total Condominium Units have been conveyed to purchasers;

(b) Three (3) months after ninety percent (90%) of the Total Condominium Units have been conveyed to purchasers;

(c) When all the Total Condominium Units have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business;

(d) When some of the Total Condominium Units have been conveyed to Purchaser Members and none of the others are being constructed or offered for sale by Developer in the ordinary course of business; or

(e) Seven (7) years after recordation of the declaration of condominium, or in the case of an association which may ultimately operate more than one condominium, 7 years after recording of the declaration for the first condominium it operates, or in the case of an association operating a phase condominium created pursuant to s. 718.403, 7 years after recordation of the declaration creating the initial phase, whichever occurs first. Developer is entitled to elect at least one (1) member of the Board as long as Developer holds for sale in the ordinary course of business at least five percent (5%) in condominiums with fewer than five hundred (500) units, and two percent

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(2%) in condominiums with more than five hundred units of the units in a condominium operated by the Association. Following the time Developer relinquishes control of the Association, the Developer may exercise the right to vote any Developer-owned Condominium Units in the same manner as any other Condominium Unit Owner, except for purposes of reacquiring control of the Association or selecting a majority of the members of the Board.

2. Notwithstanding Paragraph D.1. above, Developer shall have the right to at any time, upon written notice to the Association, relinquish its right to designate a majority of the Board.

E. The election of not less than a majority of Directors by the Purchaser Members shall occur at a meeting of the membership to be called by the Board for such purpose ("Majority Election Meeting").

F. At the Majority Election Meeting, the Purchaser Members shall elect two (2) Directors and Developer shall designate one (1) Director. Developer reserves the right, until the Developer's Resignation Event, to name the successor, if any, to any Director it has so designated; provided, however, Developer shall in any event be entitled to exercise any right it may have to representation on the Board as granted by law, notwithstanding the occurrence of the Developer's Resignation Event.

G. At the first Annual Members' Meeting held after the Majority Election Meeting, a "staggered" term of office of the Board shall be created as follows (as to those Directors elected by the Purchaser Members only):

1. a number equal to fifty percent (50%) of the total number of Directors rounded to the next whole number is the number of Directors whose term of office shall be established at two (2) years and the Directors serving for a two (2) year term will be the Directors receiving the most votes at the meeting; and

2. the remaining Directors' terms of office shall be established at one (1) year.

At each Annual Members' Meeting thereafter, as many Directors shall be elected 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.

H. The Board shall continue to be elected by the Members subject to Developer's right to appoint a member or members to the Board as specified in the Act at each subsequent Annual Members' Meeting, until Developer is no longer entitled to appoint a member to the Board.

I. The Initial Election Meeting and the Majority Election Meeting shall be called by the Association, through its Board, within seventy-five (75) days after the Purchaser Members are entitled to elect a Director or the majority of Directors, as the case may be. A notice of the election

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shall be forwarded to all Members in accordance with the Bylaws; provided, however, that the Members shall be given at least sixty (60) days' notice of such election. The notice shall also specify the number of Directors that shall be elected by the Purchaser Members and the remaining number of Directors designated or to be designated by Developer.

J. Developer shall cause all of its designated Directors to resign when Developer no longer holds at least five percent (5%) of the sum of the Total Condominium Units for sale in the ordinary course of business. In addition, Developer may at any time, in its sole discretion, cause the voluntary resignation of all of the Directors designated by it. The happening of either of the foregoing events are herein referred to as the "Developer's Resignation Event." Upon the Developer's Resignation Event, the Directors elected by Members shall elect successor Directors to fill the vacancies caused by the resignation or removal of the Developer's designated Directors. These successor Directors shall serve until the next Annual Members' Meeting and until their successors are elected and qualified; provided, however, nothing herein contained shall be deemed to waive any right to representation on the Board which Developer may have pursuant to the Act. Developer specifically reserves the right to assert any right to representation on the Board it may have pursuant to the Act, notwithstanding the previous occurrence of a Developer's Resignation Event.

K. At each Annual Members' Meeting held subsequent to the year in which the Majority Election Meeting occurs, the number of Directors to be elected shall be determined by the Board from time to time, but there shall not be less than three (3) Directors and there shall always be an odd number of Directors.

L. The following provisions shall govern the right of each Director to vote and the manner of exercising such right:

1. There shall be only one (1) vote for each Director.
2. All of the Directors of the Board shall vote thereon as one (1) body, without distinction as to class, on which pertain to the Association or all Jasmine Lakes II Condominiums.
3. In the case of a deadlock of the Board, application shall be made to a court of competent jurisdiction to resolve the deadlock.

ARTICLE XI POWERS AND DUTIES OF THE BOARD

All of the powers and duties of the Association shall be exercised by the Board in accordance with the provisions of the Act and the Condominium Documents, where applicable, and shall include, but not be limited to, the following:

A. Making and collecting Condominium Assessments against Members to defray the costs of the Condominium Common Expenses; collecting that portion of the Club Assessments

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attributable to Condominium Unit Owners as determined in accordance with the Master Declaration.

B. Using the proceeds of Condominium Assessments in the exercise of the powers and duties of the Association and the Board.

C. Maintaining, repairing, replacing and operating the improvements within the Condominium.

D. Reconstructing improvements after casualties or other losses and making further authorized improvements within the Jasmine Lakes II Condominium.

E. Making and amending rules and regulations with respect to all Jasmine Lakes II Condominium(s) administered by the Association.

F. Enforcing by legal means the provisions of the Condominium Documents, the Master Documents and the Act.

G. Contracting for the maintenance, operation, management and administration of the Condominium Property, and authorizing a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Condominium Assessments, preparation of records and enforcement of rules, and maintenance, repair and replacement of improvements or portions thereof for which the Association has such responsibility and other services with funds that shall be made available by the Association for such purposes and terminating such contracts and authorizations. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium Documents and the Act including, but not limited to, the making of Condominium Assessments, promulgation of rules and regulations and execution of contracts on behalf of the Association.

H. Purchasing and carrying insurance for the protection of Members and the Association against casualty and liability in accordance with the Act and the Condominium Documents and to allocate the premiums therefor in a fair and equitable manner.

I. Paying costs of all power, water, sewer and other utility services rendered to the Condominium Property not billed directly to Condominium Unit Owners of the individual Condominium Units.

J. Hiring and retaining such employees as are necessary to administer and carry out the services required for the proper administration and purposes of the Association and paying all salaries therefor.

K. Engaging in mandatory non-binding arbitration as provided for in Sections 718.112(2)(k) and 718.1255 of the Act. The provisions of Sections 718.112(2)(k) and 718.1255 of the Act are incorporated herein by this reference.

L. Preparing a question and answer sheet, if and as required by the Act and the rules promulgated in the Florida Administrative Code by the Division of Florida Land Sales, Condominiums and Mobile Homes, and updating the question and answer sheet at least annually.

M. Maintaining an adequate number of copies of the Condominium Documents, as well as the question and answer sheet referred to in Paragraph XI.L. above, on the Condominium Property to ensure their availability to Condominium Unit Owners and prospective purchasers. The Association may charge its actual costs for preparing and furnishing the foregoing to those requesting same.

N. Ensuring that the following contracts shall be in writing:

1. Any contract for the purchase, lease or renting of materials or equipment which is not to be fully performed within one (1) year from the date of execution of the contract; and

2. Any contract, regardless of term, for the provision of services, other than contracts with employees of the Association, and contracts for attorneys and accountant services, and any other service contracts exempted from the foregoing requirement by the Act or rules set forth in the Florida Administrative Code as they relate to condominiums, as the Act and such rules may be amended from time to time.

O. Obtaining competitive bids for materials, equipment and services where required by the Act and rules set forth in the Florida Administrative Code as they relate to condominiums.

P. Approving or disapproving of proposed lessees of Condominium Units in accordance with any existing or future provisions set forth in the Condominium Documents and the Act and collecting the highest fee allowed therefor by the Act.

Q. All other powers and duties reasonably necessary to operate and maintain all Jasmine Lakes II Condominium(s) administered by the Association in compliance with the Condominium Documents and the Act.

ARTICLE XII INDEMNIFICATION

Every Director and every officer of the Association (and the Directors and/or officers as a group) shall be indemnified by the Association against all expenses and liabilities, including legal fees (at all trial and appellate levels) reasonably incurred by or imposed upon him or them in connection with any proceeding, litigation or settlement in which he or she may become involved by reason of his or her being or having been a Director or officer of the Association. The foregoing provisions for indemnification shall apply whether or not he is a Director or officer at the time such expenses and/or liabilities are incurred. Notwithstanding the above, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement and authorizes reimbursement for the costs and expenses of the settlement

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as in the best interest of the Association. In instances where a Director or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer may be entitled whether by statute or common law. The indemnification hereby afforded to Directors and officers shall also extend to any entity other than the Association found responsible or liable for the actions of such individuals in their capacity as Directors or officers, including, but not limited to, Developer.

ARTICLE XIII BYLAWS

The Bylaws shall be adopted by the First Board and thereafter may be altered, amended or rescinded by the affirmative vote of not less than a majority of the Members present at an Annual Members' Meeting or special meeting of the membership and the affirmative approval of a majority of the Board at a regular or special meeting of the Board. In the event of a conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

ARTICLE XIV AMENDMENTS

A. Prior to the recording of the Declaration amongst the Public Records, these Articles may be amended by an instrument in writing signed by the President (or a Vice President) and the Secretary (or an Assistant Secretary) 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, give the exact language of such amendment, and give the date of adoption of the amendment by the Board. A certified copy of each such amendment shall be attached to any certified copy of these Articles or a certified copy of the Articles as restated to include such amendment(s) and shall be an exhibit to each Declaration upon the recording of each Declaration. This Article XIV is intended to comply with Chapter 617, Florida Statutes.

B. After the recording of the Declaration amongst the Public Records, these Articles may be amended in the following manner:

1. The Board, as a whole, shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the Annual Members' Meeting or a special meeting. Any number of amendments may be submitted to the Members and voted upon by them at one meeting;

2. Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record entitled to vote within the time and in the manner provided in the Bylaws for the giving of notice of meetings of Members ("Required Notice");

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3. At such meeting a vote of the Members, including Developer as to any Condominium Units it owns, 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 votes of all Members entitled to vote thereon; or

4. An amendment may be adopted by a written statement signed by all Directors and written consent of Members representing the Voting Interests sufficient to pass the amendment if the vote were to be taken at a meeting where all Members are present and setting forth their intention that an amendment to these Articles be adopted, the same being a written consent in lieu of meeting. Where an amendment is passed by written consent in lieu of a meeting, those Members not submitting written consent shall be notified in writing of the passage thereof.

C. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in any Declaration.

D. A copy of each amendment shall be certified by the Secretary of State of the State of Florida and, after the recordation of a Declaration, recorded amongst the Public Records as an amendment to each Declaration.

E. Notwithstanding the foregoing provisions of this Article XIV, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of Developer, including the right to designate and select the Directors as provided in Article X hereof, without the prior written consent thereto by Developer, nor shall there be any amendment to these Articles which shall abridge, alter or modify the rights of the holder, guarantor or insurer of a first mortgage on any Condominium Unit or of any "Institutional Mortgagee" (as such term is defined in a Declaration) without its prior written consent to the degree this provision is permitted by the Act.

ARTICLE XV EMERGENCY POWERS

The following shall apply to the extent not viewed to be in conflict with the Act:

A. During any emergency defined in Paragraph XV.E below or in anticipation of such emergency, the Board may:

1. Modify lines of succession to accommodate the incapacity of any Director, officer, agent or employee of the Association; and
2. Relocate the principal office of the Association or designate alternate principal offices or authorize officers to do so.

B. During any emergency defined in Paragraph XV.E below:

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1. One or more officers of the Association present at a meeting of the Board may be deemed to be Directors for the meeting, in order of rank and within the same order of rank in order of seniority, as necessary to achieve a quorum; and

2. The Director or Directors in attendance at a meeting shall constitute a quorum.

C. Corporate action taken in good faith during an emergency under this Article XV to further the ordinary affairs of the Association:

1. Binds the Association; and

2. May not be used to impose liability on a Director, officer, employee or agent of the Association.

D. A Director, officer or employee of the Association acting in accordance with any emergency bylaws is only liable for willful misconduct.

E. An emergency exists for the purposes of this Article XIV if a quorum of the Directors cannot readily assemble because of a catastrophic event.

ARTICLE XV

HUD/VA APPROVAL

With the exception of the Land and improvements contemplated to be submitted to condominium ownership pursuant to the Declaration, annexation of additional properties, mergers and consolidations, mortgaging of common area, dissolution and amendment of the Articles, requires prior approval of U.S. Department of Housing and Urban Development ("HUD") or the U.S. Department of Veterans Affairs ("VA") as long as Developer owns any Condominium Units in Jasmine Lakes II.

ARTICLE XVI

DISSOLUTION

The Association may be dissolved only upon (a) a resolution duly adopted by the Board, and (b) the affirmative vote of the Members of not less than two-thirds (2/3) of the Condominium Units, and (c) so long as Developer or any of Developer's affiliates owns any property subject to the Declaration or which may be unilaterally subjected to the Declaration, the consent of the Developer, for so long as Developer holds any Condominium Units for sale in the ordinary course of business. Upon dissolution of the Association, if VA is guaranteeing or HUD is insuring the mortgage on any

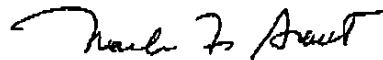
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Home, then unless otherwise agreed to in writing by HUD or VA, any remaining real property of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the 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 Condominium, then HUD and/or VA shall be notified of such dissolution.

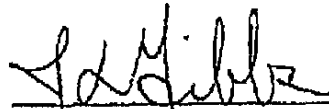
**ARTICLE XVI
REGISTERED OFFICE AND REGISTERED AGENT**

The street address of the initial registered office of the Association is 2070 North Ocean Boulevard, Suite 3, Boca Raton, Florida 33431 and the initial registered agent of the Association at that address shall be Jeff Gibbs.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature, this 28th day of September, 2007.


Mark F. Grant

The undersigned hereby accepts the designation of Registered Agent of Jasmine Lakes II Condominium Association, Inc. as set forth in Article XV of these Articles and acknowledges that he is familiar with and accepts the obligations imposed upon registered agents under the Florida Not For Profit Corporation Act. 


Jeff Gibbs

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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APPROVED
AND
FILED