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Monticello Farms Property Owners' Association, Inc.

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**ARTICLES OF INCORPORATION  
MONTICELLO FARMS PROPERTY OWNERS' ASSOCIATION, INC.  
a Florida corporation not for profit**

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The undersigned incorporator, for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, hereby adopts the following Articles of Incorporation:

**ARTICLE I**

**NAME**

The name of the corporation shall be MONTICELLO FARMS PROPERTY OWNERS' ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association", these Articles of Incorporation as the "Articles", and the Bylaws of the Association as the "Bylaws".

**ARTICLE II**

**PURPOSE**

The purpose for which the Association is organized is to provide an entity to administer, and operate a residential real estate project located in Palm Beach County, Florida known as MONTICELLO FARMS (the "Project").

**ARTICLE III**

**DEFINITIONS**

The terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration of Covenants, Conditions, Easements and Restrictions for MONTICELLO FARMS (the "Declaration") to be recorded in the Public Records of Palm Beach County, Florida, the Bylaws, Chapter 617, Florida Statutes (the "Act"), or in Chapter 720, Florida Statutes (the "HOA Act"), unless herein provided to the contrary, or unless the context otherwise requires.

## ARTICLE IV

### POWERS

The powers of the Association shall include and be governed by the following:

- 4.1 General. The Association shall have all of the common-law and statutory powers of a corporation not for profit under the laws of Florida under the Act, the HOA Act, or any other applicable statute, that are not in conflict with the provisions of these Articles, the Declaration or the Bylaws.
- 4.2 Enumeration. The Association shall have all of the powers and duties as set forth in the Act and the HOA Act, and shall have all of the powers reasonably necessary to operate the Project pursuant to the Declaration and as more particularly described in the Bylaws and these Articles, as they may be amended from time to time, including, but not limited to, the following:
- (a) To make and collect Assessments and other charges against Members as Lot Owners and to use the proceeds thereof in the exercise of its powers and duties.
  - (b) To buy, accept, receive, own, operate, lease, sell, transfer, convey, license, trade and mortgage both real and personal property.
  - (c) To maintain, repair, replace, reconstruct, add to and operate the Project (including but not limited to the Common Properties), and other property acquired or leased by the Association.
  - (d) To purchase insurance upon the Common Properties and all portions of the Project, including the Land and any improvements thereon, under the jurisdiction of the Association, and insurance for the protection of the Association, its officers, Directors and Lot Owners.
  - (e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Project, the Land and Common Properties and for the health, comfort, safety and welfare of the Lot Owners.
  - (f) To approve or disapprove the leasing, transfer, ownership, occupancy and possession of Lots as may be provided by the Declaration.
  - (g) To enforce by legal means the provisions of the Declaration, these Articles, the Bylaws, and the Rules and Regulations for the use of the Project, subject, however, to the limitation regarding assessing Lots owned by the Declarant

for fees and expenses relating in any way to claims or potential claims against the Declarant as set forth in the Declaration and/or Bylaws.

- (h) To contract for the management and maintenance of the Project and to authorize a management agent (who may be the Declarant or an affiliate of the Declarant) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of Rules and Regulations and maintenance, repair and replacement of the Common Properties with funds as shall be made available to the Association for such purposes. The Association and its officers and Directors shall, however, retain at all times the powers and duties granted by the Declaration, including, but not limited to, the making of Assessments, promulgation of Rules and Regulations and execution of contracts on behalf of the Association.
- (i) To employ personnel to perform the services required for the proper operation of the Project.

- 4.3 Association Property. All funds and the title to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the Members in accordance with the provisions of the Declaration, these Articles and the Bylaws.
- 4.4 Distribution of Income; Dissolution. The Association shall make no distribution of income to its Members, Directors or officers. Upon dissolution of the Association, the surface water management system for the Project shall be conveyed to an appropriate agency of local government. In addition, upon dissolution of the Association all other assets of the Association shall be transferred only to another nonprofit corporation or a public agency, except in the event of a termination of the Declaration.
- 4.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the Bylaws, the Act and the HOA Act, provided that in the event of conflict, the provisions of the Act and the HOA Act shall control over those of the Declaration and the Bylaws.

## ARTICLE V

### MEMBERS

- 5.1 Membership. The Members of the Association shall consist of the Declarant and all Lot Owners in the Project from time to time, and may consist of two classes as further described in the Declaration.

- 5.2 Assignment. The interest of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Lot for which that share is held.
- 5.3 Voting. On all matters upon which the Membership shall be entitled to vote, there shall be only one vote for each Lot, which vote shall be exercised or cast in the manner provided by the Declaration and Bylaws; provided, however, the Declarant shall also have additional votes in accordance with its Class B membership, as provided in the Declaration. Any person or entity owning more than one Lot shall be entitled to one vote for each Lot owned.
- 5.4 Meetings. The Bylaws shall provide for an annual meeting of Members and may make provision for regular and special meetings of Members other than the annual meeting.

#### ARTICLE VI

##### TERM OF EXISTENCE

The Association shall have perpetual existence.

#### ARTICLE VII

##### INCORPORATOR

The name and address of the Incorporator to these Articles is as follows:

<u>NAME</u>	<u>ADDRESS</u>
Judy Matthews-Gray	1000 Clint Moore Road Suite 110 Boca Raton, Florida 33487

#### ARTICLE VIII

##### OFFICERS

Subject to the direction of the Board described in Article IX below the affairs of the Association shall be administered by the officers holding the offices designated in the Bylaws. The officers shall be elected by the Board at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure of the Board. The Bylaws may provide for the removal from office of officers, for filling vacancies and/or the duties of the officers.

The names and addresses of the officers who shall serve until their successors are designated by the Board are as follows:

President

Dean J. Borg

1000 Clint Moore Road  
Suite 110  
Boca Raton, Florida 33487

Treasurer

Judy Matthews-Gray

1000 Clint Moore Road  
Suite 110  
Boca Raton, Florida 33487

Secretary

Ramsey Akel

1000 Clint Moore Road  
Suite 110  
Boca Raton, Florida 33487

ARTICLE IX

DIRECTORS

- 9.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board (the "Board of Directors" or "Board") consisting of not less than three (3) Directors. The number of members of the Board may be increased or decreased by a vote of a majority of the entire Board from time to time, but in no event shall the number of Directors be less than three (3). No reduction in the number of Director positions shall shorten the term of any existing Director. The initial Board of Directors shall consist of five (5) Directors who are named in Section 9.4 below. In the absence of any subsequent action by the Board increasing or decreasing the number of Directors, the number of Directors shall be five (5). Other than the first Directors named in Section 9.4 below and any Directors subsequently elected by the Declarant, all Directors elected by the Members must be Members of the Association or Lot Owners in the Project.
- 9.2 Duties and Powers. All of the duties and powers of the Association existing under the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board, its officers, agents, contractors or employees, subject only to approval by Lot Owners when such approval is specifically required and except as provided in the Declaration.

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- 9.3 Election; Removal. Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by and subject to the qualifications set forth in the Bylaws. Directors may be removed and vacancies on the Board shall be filled in the manner provided in the Bylaws.
- 9.4 First Directors. The names and addresses of the members of the first Board who shall hold office until their successors are elected and have qualified, as provided in the Declaration and the Bylaws, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Kenneth M. Endelson	1000 Clint Moore Road Suite 110 Boca Raton, Florida 33487
Richard Finkelstein	1000 Clint Moore Road Suite 110 Boca Raton, Florida 33487
Judy Matthews-Gray	1000 Clint Moore Road Suite 110 Boca Raton, Florida 33487
Charles Scardina	1000 Clint Moore Road Suite 110 Boca Raton, Florida 33487
Ramsey Akel	1000 Clint Moore Road Suite 110 Boca Raton, Florida 33487

## ARTICLE X

### INDEMNIFICATION

- 10.1 Indemnity. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact

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that such person is or was a Director, employee, officer, or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees) judgments, fines and amounts paid in settlement actually and reasonably incurred by in connection with such action, suit or proceeding, unless (a) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that such person did not act in good faith or in a manner they reasonably believed to be in, or not opposed to, the best interest of the Association, and with respect to any criminal action or proceeding, that such person had reasonable cause to believe that their conduct was unlawful, and (b) such court also determines specifically that indemnification should be denied. 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 they reasonably believed to be in, or not opposed to, the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that their conduct was unlawful.

- 10.2 Expenses. To the extent that a Director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 10.1 above, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred in connection therewith.
- 10.3 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the affected Director, officer, employee or agent to repay such amount unless it shall be ultimately determined that such person is not entitled to be indemnified by the Association as authorized in this Article X.
- 10.4 Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any By-Law, agreement, vote of Members, the Act, the HOA Act 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.
- 10.5 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 the Association, or is or was serving, at the request of the Association, as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against such person and insured by such person in any such capacity, or arising out of their status as such, whether or not the Association would have the power to indemnify such person against such liability under the provisions of this Article.
- 10.6 Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article X may not be amended without the approval in writing of all Directors.

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## ARTICLE XI

### BYLAWS

The first Bylaws of the Association shall be adopted by the Board and may be altered, amended or rescinded in the manner provided in the Bylaws and Declaration.

## ARTICLE XII

### AMENDMENTS

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

- 12.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.
- 12.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or by not less than one-third (1/3) of the Members of the Association. Directors and Members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing the approval is delivered to the Secretary at or prior to the meeting. The approvals must be:
- (a) at any time, by not less than 51% of the votes of all Members of the Association at a duly called meeting of the Members and by not less than 66 2/3 % of the entire Board; or
  - (b) after control of the Association is turned over to Lot Owners other than the Declarant, by not less than 80% of the votes of all of the Members of the Association at a duly called meeting of the Members; or
  - (c) before control of the Association is turned over to Lot Owners other than the Declarant, by not less than 66 2/3 % of the entire Board.
- 12.3 Limitation. No amendment shall make changes in the qualifications for Membership or in the voting rights or property rights of Members, nor any changes in Section 4.3, 4.4 or 4.5 of Article IV, entitled "Powers," without the approval in writing of all Members and the joinder of all mortgagees. No amendment shall be made that is in conflict with the Declaration or the Bylaws, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Declarant, or any affiliate of the Declarant, unless the Declarant shall join in the execution of the Amendment. No amendment to this Section 12.3 shall be effected without the prior written consent of all Members.

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- 12.4 Declarant. The Declarant may amend these Articles (consistent with the provisions of the Declaration allowing certain amendments to be effected by the Declarant alone) without any consent of Members.
- 12.5 Recording. A copy of each Amendment shall be filed with the Secretary of State pursuant to the provisions of the applicable Florida law.

**ARTICLE XIII**

**PRINCIPAL ADDRESS OF ASSOCIATION**

The street address of the initial principal office of this corporation shall be at 1000 Clint Moore Road, Suite 110, Boca Raton, Florida 33487, and such principal office may be changed to such other place as may subsequently be designated by the Board.

**ARTICLE XIV**

**CONVEYANCES AND ASSIGNMENTS**

The Association shall accept any and all deeds of conveyance, assignments of agreements, assignments of licenses or permits, assignments of easements or other documents delivered to it by the Declarant.


**ARTICLE XV**

**INITIAL REGISTERED OFFICE AND NAME OF REGISTERED AGENT**

The street address of the initial registered office of the Association and the name of the initial registered agent of the Association at such address shall be as follows:

<u>Registered Agent</u>	<u>Address</u>
HRAWG Corp.	1801 N. Military Trail Suite 200 Boca Raton, Florida 33431

IN WITNESS WHEREOF, the Incorporator has affixed her signature as of this 15TH day of MAY, 2008.

  
Judy Matthews-Gray, Incorporator

**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR  
DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS  
STATE NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

In compliance with the laws of state of Florida, the following is submitted:

FIRST - That MONTICELLO FARMS PROPERTY OWNERS' ASSOCIATION, INC. desiring to organize under the laws of the State of Florida has designated 1801 N. Military Trail, Suite 200, Boca Raton, Florida 33431 as the place of business for service of process within this State.

SECOND - That MONTICELLO FARMS PROPERTY OWNERS' ASSOCIATION, INC. has named HRAWG CORP., a Florida corporation, as its statutory registered agent.

Having been named the statutory registered agent of the above corporation at the place designated in this certificate, I hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law applicable to keeping the registered office open.

HRAWG CORP., a Florida corporation

By: James M. Harkins  
James M. Harkins, Vice President

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