

**ARTICLES OF INCORPORATION
OF
LINCOLN PARK TOWNHOME ASSOCIATION, INC.
(A Florida Corporation Not for Profit)**

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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, certify as follows:

The terms contained in these "Articles" are defined in Chapter 720, Florida Statutes, Homeowners' Associations, ("the Statute") as amended through the date of recording and the Declaration of Covenants and Restrictions ("Covenants") recorded in the Public Records of Broward County, Florida, and shall have the meaning of such terms set forth in such Statute and the Covenants.

**ARTICLE I
NAME, PRINCIPAL AND MAILING ADDRESS**

The name of this Association shall be LINCOLN PARK TOWNHOME ASSOCIATION, INC., which has a principal office and mailing address at 2950 S.W. 27th Avenue, Suite 200, Miami, FL 33133.

**ARTICLE II
PLAN OF DEVELOPMENT AND PURPOSE OF ASSOCIATION**

A. Developer intends to develop a townhouse community on property described in the Covenants. The Community shall be the only community administered by the Association.

B. The Association shall be the community association responsible for the operation of the Community, subject to the terms and restrictions of the Covenants. Each Unit Owner shall be a Member of the Association as provided in these Articles.

C. The purposes for which this Association is organized are to maintain, operate and manage the Community; to operate, lease, sell, trade and otherwise deal with the Community and certain of the improvements located therein now or in the future, all in accordance with the plan set forth in the Covenants and all other lawful purposes.

**ARTICLE III
POWERS**

The Association shall have the following powers which 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, which are not in conflict with the terms of the Covenants or the Statute.

B. The Association shall have all of the powers to be granted to the Association in the Covenants. All provisions of the Covenants and Bylaws which grant powers to the Association are incorporated into these Articles, including, but not limited to, the operation, maintenance, management, repair and replacement of the Common Property.

C. The Association shall have all of the powers of a homeowners' association under the Statute 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 Community (including the Owner Units and the Common Property);

2. To make, levy, collect and enforce Assessments and special charges and any other charges and fees as provided in the Covenants against Unit Owners, in order to provide funds to pay for the expenses of the Association, the maintenance, operation and management of the Community and the payment of Common Expenses and other expenses in the manner provided in the Covenants and the Statute, and to use and expend the proceeds of such Assessments in the exercise of the powers and duties of the Association;

3. To maintain, repair, replace and operate the Community Property, including the Surface Water Management System issued under the South Florida Water Management District Permit 06-06430-W in accordance with the Covenants.

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

5. To enforce by legal means the provisions of the Covenants and the Statute;

6. To employ personnel, retain independent contractors and professional personnel, and to enter into service and management contracts to provide for the maintenance, operation, management and administration of the Community, and to enter into any other agreements consistent with the purposes of the Association including, but not limited to, agreements as to the management of the Community 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 Common Expenses of the Community;

7. To purchase real and personal property as determined by the Association in compliance with the Covenants; and

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

ARTICLE IV 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. Once the Community is submitted to the Declaration of Covenants and Restrictions by the recordation of the Declaration of Covenants and Restrictions, the Unit Owners, which shall mean in the first instance Developer as the owner of all the Units, shall be entitled to exercise all of the rights and privileges of the Members.

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

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

D. Voting.

(1) In any meeting of Members the Units Owners shall be entitled to cast one (1) vote for each Unit owned.

(2) If a Unit is owned by more than one person, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record owners of the Unit according to the roster of Unit Owners and filed with the Secretary of the Association; provided, however, that if a Unit is owned by husband and wife, such certificate shall not be required and each shall be presumed to have full authority to vote on behalf of the Unit, provided further however that if husband and wife are unable to agree on the vote to be cast for a Unit, it shall not be counted for any purpose.

(3) If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by the President or Vice President of the corporation and filed with the Secretary of the Association. If a Unit is owned by a limited liability company, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by the manager, managing member or a member of the limited liability company and filed with the Secretary of the Association. Those certificates shall be valid until revoked, until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote for a Unit may be revoked by any owner of a share in the Unit. If a certificate designating the person entitled to cast the vote for a Unit is not on file, the vote of the Unit Owner shall not be considered in determining whether a quorum is present or for any other purpose.

ARTICLE V TERM

The term for which this Association is to exist shall be perpetual. In the event of dissolution of the Association (unless the same is reinstated), other than incident to a merger or consolidation, the surface water management system property containing the surface water management system and water management portions of the Common Properties shall be conveyed to an appropriate agency of local

government (in the event such agency of local government does not accept such conveyance of the surface water management system then, in such case, the surface water management system shall be conveyed to a similar non-profit corporation).

**ARTICLE VI
INCORPORATOR**

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

Richard E. Deutch, Esq.
c/o Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.
150 West Flagler Street, Suite 2200
Miami, FL 33130

**ARTICLE VII
OFFICERS**

A. The affairs of the Association shall be managed by a President, a Vice President, a Secretary and a Treasurer, which officers shall be subject to the directions of the Board. The Board may employ a managing agent 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 the formation, administration and management of the Association.

B. The Board shall elect the President, the Vice President, the Secretary and the Treasurer. 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, that such officers may be removed by such Board and other persons may be elected by the Board as such officers 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.

**ARTICLE VIII
FIRST OFFICERS**

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President	Matthew Greer
Treasurer	Tam English
Secretary	Michael Finnegan

**ARTICLE IX
BOARD OF DIRECTORS**

A. The number of Directors on the Board of Directors shall be no less than three (3) nor more than seven (7). Directors need not be Members or the spouses, parents or children of Members, except that if a Unit is owned by an entity and not an individual, such entity may appoint an individual on its behalf to be eligible to serve on the Board of Directors.

B. The names and addresses of the persons who are to serve as the initial board are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Matthew Greer	2950 S.W. 27 th Avenue, Suite 200, Miami, FL 33130
Michael Finnegan	2950 S.W. 27 th Avenue, Suite 200, Miami, FL 33130
Tam English	2950 S.W. 27 th Avenue, Suite 200, Miami, FL 33130

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

C. Members other than the Developer are entitled to elect at least a majority of the members of the board of directors of the homeowners' association when earlier of the following events occur:

1. Three months after ninety percent (90%) of the Units in the Community that will ultimately be operated by the Association have been conveyed to members; or
2. Such other percentage of the parcels has been conveyed to members, or such other date or event has occurred, as set forth in the Covenants in order to comply with the requirements of any governmentally chartered entity with regard to the mortgage financing of parcels.

D. The Developer is entitled to elect at least one member of the board of directors as long as the developer holds for sale in the ordinary course of business at one Unit within the Community.

**ARTICLE X
POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

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 Covenants, where applicable, and shall include, but not be limited to, the following:

A. Making and collecting Assessments against Members to defray the costs of the Common Expenses.

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

C. Maintaining, repairing and operating the improvements within the Community.

D. Reconstructing improvements after casualties, losses and takings under the power of eminent domain, and making further authorized improvements within the Community.

E. Making and amending rules and regulations with respect to the Community.

F. Enforcing by legal means the provisions of the Covenants.

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

H. Paying taxes and Assessments which are or may become liens against the Common Property of the Community and assessing the same against Units within the Community, the Unit Owners of which are responsible for the payment thereof.

I. Purchasing and carrying insurance for the protection of Members and the Association against casualty and liability in accordance with the Statute and the Covenants.

J. Paying the cost of all power, water, sewer and other utility services rendered to the Community Property not billed directly to Unit Owners.

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

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

(i) 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.

(ii) 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 Statute, as the Statute and such rules may be amended from time to time.

M. Obtaining competitive bids for materials, equipment and services where required by the

Statute.

N. All other powers and duties reasonably necessary to operate and maintain the Community in compliance with the Covenants and the Statute.

ARTICLE XI INDEMNIFICATION

Every Director and every officer of the Association (and the Directors and 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 them in connection with any proceeding, litigation or settlement in which they may become involved by reason of being or having been a Director or officer of the Association. The foregoing provisions for indemnification shall apply whether or not such person is a Director or officer at the time such expenses and 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 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 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 XII BYLAWS

The Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or may be amended in the following manner:

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 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;

B. 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 (the "Required Notice");

C. At such meeting a vote of the Members shall be taken on the proposed amendments. Matters that require a vote shall be determined by a vote of 2/3 of the Voting interests in attendance in person or by proxy at a meeting having a quorum shall be required unless otherwise specifically set forth in the Covenants, Bylaws or these Articles.

**ARTICLE XIII
AMENDMENTS**

A. Prior to the recording of the Covenants in the Public Records, these Articles may be amended by an instrument in writing signed by the President (or a Vice President) and the 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 always be attached to any certified copy of these Articles or a certified copy of the Articles as restated to include such amendments and shall be an exhibit to the Covenants upon the recording of each Declaration. This Article XIII is intended to comply with Chapter 617, Florida Statutes.

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

1. The Board 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 (the "Required Notice");

3. At such meeting a vote of the Members shall be taken on the proposed amendments. Matters that require a vote shall be determined by a vote of 2/3 of the Voting Interests in attendance in person or by proxy at a meeting having a quorum shall be required unless otherwise specifically set forth in the Covenants, Bylaws or these Articles.

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

E. Notwithstanding the foregoing provisions of this Article XIII, 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 IX 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 Unit or of any "Mortgagee" (as defined in the Declaration) without its prior written consent.

**ARTICLE XIV
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 XIV.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 XIV.E below:

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 XIV 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.

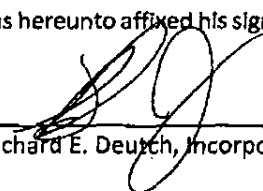
E. An emergency exists for the purposes of this Article XIV if a quorum of the Directors cannot readily assemble because of a catastrophic event.

**ARTICLE XV
REGISTERED OFFICE AND REGISTERED AGENT**

The street address of the initial registered office of the Association is 150 West Flagler Street, Suite 2200, Miami, FL 33130, and the name of the initial registered agent is Richard E. Deutch.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature, this 30th day of January, 2012.


Richard E. Deutch, Incorporator

The undersigned hereby accepts the designation of Registered Agent of Lincoln Park Townhome Association, Inc., as set forth in Article XV 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.


Richard E. Deutch

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