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March 11, 2014

FLORIDA DEPARTMENT OF STATE

Division of Corporations

GUNSTER, YOAKLEY & STEWART, P.A.

SUBJECT: MILL CREEK AT COOPER CITY HOMEOWNERS ASSOCIATION, INC.
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ARTICLES OF INCORPORATION

OF

MILL CREEK AT COOPER CITY HOMEOWNERS ASSOCIATION, INC.

(a FLORIDA CORPORATION NOT FOR PROFIT)

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**ARTICLES OF INCORPORATION
OF
MILL CREEK AT COOPER CITY HOMEOWNERS ASSOCIATION, INC.**

(a Florida Corporation Not For Profit)

In compliance with the requirements of the laws of the State of Florida, and for the purpose of forming a corporation not-for-profit, the undersigned does hereby acknowledge:

1. Name of Corporation. The name of the corporation is MILL CREEK AT COOPER CITY HOMEOWNERS ASSOCIATION, INC. (the "Association").

2. Principal Office. The initial principal office of the Association is at the offices of Standard Pacific of Florida, which is located at 825 Coral Ridge Drive, Coral Springs, FL 33071.

3. Registered Office - Registered Agent. The street address of the Registered Office of the Association is 825 Coral Ridge Drive, Coral Springs, FL 33071. The name of the registered agent of the Association is Michael DeBock.

4. Definitions. A declaration entitled Declaration of Covenants, Restrictions, and Easements for Mill Creek (as amended and amended and restated from time to time, the "Declaration") has been or will be recorded among the Public Records of Broward County, Florida, and shall govern all of the operations of a community to be known as Mill Creek. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

5. Purpose of the Association. The Association is formed to:

5.1 Provide for the ownership, operation, maintenance and preservation of the Common Areas and improvements thereon.

5.2 Perform the duties delegated to it in the Declaration.

5.3 Administer the interests of the Association and the Owners.

5.4 Promote the health, safety and welfare of the Owners.

6. Not-for-Profit. The Association is a Florida corporation not for profit and does not contemplate pecuniary gain to, or profit for, its members.

7. Powers of the Association. The Association shall, subject to the limitations and reservations set forth in applicable law and the Declaration, have all powers, privileges, and duties allowed by law and/or which are reasonably necessary to discharge its obligations, including, without limitation, the following:

7.1 To perform all the duties and obligations of the Association as set forth in the Declaration, these Articles of Incorporation, and the By-Laws.

H14000058350 3

7.2 To enforce, by legal action or otherwise, the provisions of the Declaration, these Articles of Incorporation, the By-Laws, and the rules, covenants, conditions, restrictions, regulations, and/or agreements governing or binding the Association.

7.3 To operate and maintain the portion of the Surface Water Management System, if any, contained within or affecting the Common Areas, as required by the Declaration.

7.4 To fix, levy, collect and enforce payment by any lawful means, of all Assessments payable pursuant to the terms of the Declaration, these Articles of Incorporation, and the By-Laws.

7.5 To pay all Association Expenses including, without limitation, all licenses, taxes or governmental charges levied or imposed against the Common Areas or other property of the Association.

7.6 To acquire (by gift, purchase or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including the Common Areas) in connection with the functions of the Association, except as limited by the Declaration.

7.7 To borrow money, and to mortgage, pledge or hypothecate any or all of its real or personal property as security for money or debts incurred.

7.8 To dedicate, grant, license, lease, create easements upon, sell or transfer all or any part of, the Common Areas to any public agency, entity, authority, utility, or other person or entity for such purposes and subject to such conditions as it determines, subject only to requirements set forth in the Declaration, if any.

7.9 To participate in mergers and consolidations with other non-profit corporations organized for the same purpose.

7.10 To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing the Association, Mill Creek, the Common Areas and Homes as provided in the Declaration, and to effectuate all of the purposes for which the Association is organized.

7.11 To have and to exercise any and all powers, rights and privileges which a not-for-profit corporation organized under the laws of the State of Florida that, as a homeowners' association, operates a community may, now or hereafter, have or exercise, including all powers under Chapters 617 and 720, Florida Statutes.

7.12 To employ personnel and retain independent contractors to contract for management of the Association, Mill Creek and the Common Areas provided in the Declaration, and to delegate in such contract all or any part of the powers and duties of the Association.

7.13 To contract for services to be provided to, or for the benefit of, the Association, Owners, the Common Areas, and Mill Creek, as provided in the Declaration including, without limitation, Telecommunication Services, maintenance, garbage pick-up, and utility services. The foregoing rights shall not be deemed to impose any obligation on the Association to provide such

H14000058350 3

services. Neither the Board of Directors of the Association nor any manager or management company hired or retained by the Board shall approve any contract with a contingency payment or payment provisions without the approval of the Members.

7.14 To establish committees and delegate certain of its functions to those committees.

7.15 If applicable, to enter into agreements and/or contracts with the South Florida Water Management District ("SFWMD") under which the Association shall perform certain maintenance, management and/or other agreed-upon services for the SFWMD with respect to the Surface Water Management System.

8. Association Lawsuits. The Board shall have no duty to bring suit against any party, and the Board is permitted to apply a rule of reasonableness when determining whether to bring suit against any party.

9. Members' Voting Rights. Each Owner and Developer shall be a Member of the Association. The Owners and the Developer shall have the voting rights set forth in the By-Laws.

10. Board of Directors. The affairs of the Association shall be managed by a Board of odd number with not less than three (3) nor more than five (5) members. The current number of directors shall be three (3) Board members and have been appointed as stated in the By-Laws. The election of Directors by Members other than Developer shall initially be held on the date the Developer no longer has the legal right pursuant to the Declaration to appoint Directors, and thereafter at the Annual Members Meeting. Directors shall be elected for a term expiring on the date of the next Annual Meeting. The names and addresses of the current members of the Board, who shall hold office until their successors are appointed or elected or otherwise removed, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Dan Grosswald	825 Coral Ridge Drive Coral Springs, FL 33071
Michael DeBock	825 Coral Ridge Drive Coral Springs, FL 33071
Vincent Musso	825 Coral Ridge Drive Coral Springs, FL 33071

11. Dissolution. In the event of a dissolution of the Association other than incident to a merger or consolidation, any Owner may petition the Circuit Court having jurisdiction over Mill Creek for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Common Areas in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association its properties. In addition, if the Association is dissolved, the Surface Water Management System shall be conveyed to an appropriate agency of local government. If a governmental agency will not accept the Surface Water Management System, then it must be dedicated to a similar non-profit corporation.

H14000058350 3

12. Duration. The Association's existence shall be perpetual.

13. Amendment(s).

13.1 General Restrictions on Amendment(s). Notwithstanding any other provision herein to the contrary, no amendment to these Articles of Incorporation shall affect the rights of the Developer unless such amendment receives the prior written consent of Developer, which consent may be withheld for any reason whatsoever. No amendment shall be effective until it is recorded among the Public Records.

13.2 Amendment(s) Prior to and Including the Turnover Date. Prior to the Turnover Date, the Developer shall have the right to amend these Articles of Incorporation as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Developer's right to amend under this Section 13.2 is to be construed as broadly as possible. In the event that the Association shall desire to amend these Articles of Incorporation prior to the Turnover Date, the Association must first obtain Developer's prior written consent to any proposed amendment. After receiving the Developer's written consent to the proposed amendment, an amendment identical to that approved by the Developer may be adopted by the Association pursuant to the requirements for amendment after the Turnover Date. After approval of the amendment by the Board, Developer shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

13.3 Amendment(s) After the Turnover Date. After the Turnover Date, but subject to the general restrictions of amendments set forth above, these Articles of Incorporation may be amended with the approval of sixty-six and two-thirds percent (66-2/3%) of the Board and (ii) seventy-five percent (75%) of the votes present (in person and by proxy) at a duly called meeting of the Members in which there is a quorum. Notwithstanding the foregoing, these Articles of Incorporation may be amended after the Turnover Date by a sixty-six and two-thirds percent (66-2/3%) of the Board acting alone to change the number of directors on the Board. Such change shall not require the approval of the Members. Any change in the number of directors shall not take effect until the next Annual Members Meeting.

14. Limitations.

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

14.2 Rights of the Developer. There shall be no amendment to these Articles of Incorporation which shall abridge, reduce, amend, affect or modify the rights of the Developer.

14.3 By-Laws. These Articles of Incorporation shall not be amended in a manner that conflicts with the By-Laws adopted by the Association.

15. Officers. The Board shall elect as President, Secretary, Treasurer, and as many Vice Presidents, Assistant Vice Presidents, Assistant Secretaries, and Assistant Treasurers as the Board shall from time to time determine. The names and addresses of the current Officers, who shall serve until their successors are elected by the Board are as follows:

HI4000058350 3

Dan Grosswald	-	President
Michael DeBock	-	Vice President/Treasurer
Vincent Musco	-	Secretary

16. Indemnification of Officers and Directors. Membership shall be established effective immediately upon becoming an Owner, provided, however, that such new Member's rights shall not become effective until the new Member presents to the Association a recorded copy of the deed of conveyance or other muniment of title conveying the title to the Home as conveyed, and such membership shall pass with title to the Home in question as an appurtenance thereto with no such membership or rights arising therefrom being transferable in any manner except as an appurtenance to such Home. Each and every Member shall be entitled to the benefits of membership and shall be bound to abide by the provisions of these Articles of Incorporation, the Declaration and the By-Laws of the Association, as amended from time to time.

17. Transactions in Which Directors or Officers are Interested Parties. No contract or transaction between the Association and any one (1) or more of its Directors and/or Officers or the Developer, or between the Association and any other corporation, partnership, association or other organization in which one (1) or more of its Officers and/or Directors is an officer, director, or employee, or is otherwise affiliated or holds an interest in such entity (whether or not legally recognized), shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board thereof which authorized the contract or transaction, or solely because said Officer's or Director's vote is counted for such purpose. No Director or Officer shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors or Officers shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board which authorizes the contract or transaction. Notwithstanding anything to the contrary in this Section 17, no such contract or transaction shall violate Section 720.303(12), Florida Statutes, which, among other things, prohibits the direct receipt by any director, officer or committee member of any homeowners' association of any salary or other compensation for the performance of his or her duties as a director, officer or committee member.

18. Severability. Invalidation of any of the provisions of these Articles of Incorporation by judgment or court order shall in no way affect any other provision, and the remainder of these Articles of Incorporation shall thereafter remain in full force and effect.

19. Incorporator. The name and address of the incorporator of the Association is Michael DeBock, whose address is 825 Coral Ridge Drive, Coral Springs, FL 33071.

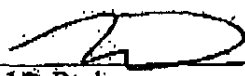
IN WITNESS WHEREOF, the above mentioned incorporator has executed these Articles of Incorporation as of the 10th day of March, 2014.


Michael DeBock

H14000058350 3

ACCEPTANCE OF APPOINTMENT AS REGISTERED AGENT

Having been named as the registered agent and to accept service of process for the above-stated Florida corporation not-for-profit, at the place designated in these Articles, Michael DeBock hereby accepts the appointment as registered agent and agrees to act in this capacity. Michael DeBock further agrees to comply with the provisions of all statutes relating to the proper and complete performance of his duties, and is familiar with, and accepts, the obligations of the position as registered agent as provided for in Chapter 617, Florida Statutes.


Michael DeBockDate: as of March 10, 2014FILED
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