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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

1/1/16



KRINZMAN HUSS & LUBETSKY

Attorneys at Law

800 BRICKELL AVENUE
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PLEASE REPLY TO: FORT LAUDERDALE

110 SOUTHEAST 6TH STREET
20TH FLOOR
FORT LAUDERDALE, FL 33301
TELEPHONE 954.761.3454
FACSIMILE 954.761.3484

February 1, 2016

Department of State
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301
Telephone Number: (850) 245-6052

IN RE: IB Village on the 5th Homeowner's Association, Inc., a Florida Corporation not-for-profit: Our file number: IBVI-13-389-JFH

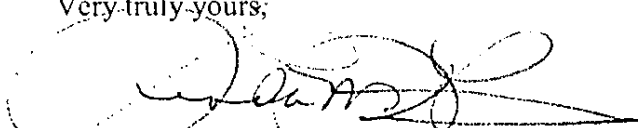
To Whom It May Concern:

Enclosed is an original and one copy of the Articles of Incorporation for IB Village on the 5th Homeowner's Association, Inc., a Florida Corporation not-for-profit, together with our check in the amount of \$78.75 for the filing fee and Certificate of Status. After the document has been filed, please forward the Certificate of Status to the undersigned as follows:

John F. Hotte, Esq.
Krinzman Huss Lubetsky
110 S.E. 6th Street - Floor 20
Fort Lauderdale, FL 33301
Telephone: 954-761-3454
jfh@khllaw.com

Should you have any questions, please contact me or Mr. Hotte directly.

Very truly yours;



Linda M. Lacertosa
llacertosa@khllaw.com
Assistant to
JOHN F. HOTTE, ESQ.
lrl:encl.

ARTICLES OF INCORPORATION
OF

16 FEB -2 PM 12: 22

IB VILLAGE ON THE 5TH HOMEOWNER'S ASSOCIATION, INC.
SECRETARY OF STATE

(A Florida Corporation Not-For-Profit)

In order to form a corporation not-for-profit under and in accordance with the provisions of Chapters 617 of the Florida Statutes, the undersigned hereby incorporates this corporation not-for-profit for the purposes and with the powers hereinafter set forth and, to that end, the undersigned, by these Articles of Incorporation, certifies as follows:

ARTICLE I
DEFINITIONS

The following words and phrases when used in these Articles of Incorporation (unless the context clearly reflects another meaning) shall have the following meanings:

1. "ARTICLES" shall mean these Articles of Incorporation and amendments hereto.
2. "ASSESSMENT" shall mean assessments for which all Owners are obligated to the Association and includes "Individual Lot Assessments" and "Special Assessments" (as such terms are defined in Article VII hereof) and any and all other assessments which are levied by the Association in accordance with the IB Village on the 5th documents.
3. "ASSOCIATION" shall mean and refer to IB Village on the 5th Homeowners Association, Inc., a not-for-profit Florida corporation. The Association is not a condominium association and is not intended to be governed by Chapter 718, the Florida Condominium Act, Florida Statutes.
4. "ASSOCIATION PROPERTY" means the Property described in Article I of the Declaration.
5. "BOARD" shall mean the governing body of the Association.
6. "BYLAWS" shall mean the Bylaws of the Association and any amendments thereto.
7. "COUNTY" shall mean Broward County, Florida.
8. "DECLARANT" shall mean and refer to IB VILLAGE ON THE 5TH, LLC, a Delaware limited liability company, authorized to do business in the State of Florida and any successor or assign thereof to which IB VILLAGE ON THE 5TH, LLC specifically assigns all or part of the rights of Declarant hereunder by an express written assignment, whether recorded in the Public Records of the County or not. The written assignment may give notice as to which rights of Declarant are to be exercised and as to which portion of the Property. In any event, any subsequent Declarant shall not be liable for any default or obligations incurred by any prior Declarants, except as may be expressly assumed by the subsequent Declarant.
9. "DECLARATION" shall mean the Declaration of Covenants, Restrictions, and Easements for IB Village on the 5th which is intended to be recorded amongst the Public Records of Broward County and any amendments thereto.
10. "DIRECTOR" shall mean a member of the Board.
11. "DRAINAGE SYSTEM" shall mean all structures required to collect and convey rainfall runoff from IB Village on the 5th. The Drainage System is located upon and designed to serve the Property, as defined and described in Article II, Section 2(7) hereof. The Drainage System is a private drainage system.
12. "HOME" means an attached dwelling constructed within IB Village on the 5th, each of which is designed and intended for use and occupancy as a single-family residence.

13. "IMPROVEMENT" shall mean all structures or artificially created conditions and appurtenances thereto of every type and kind located within IB Village on the 5th including, but not limited to, buildings, walkways, parking areas, berms, sprinkler pipes, drives, driveways, gates, retaining walls, underground footers and other foundation supports, stairs, landscaping, hedges, plantings, pools, patios, screen enclosures, fences, signs, site walls, benches, mailboxes, decorative lights, and signs.

14. "INSTITUTIONAL MORTGAGE" shall mean a mortgage held by an Institutional Mortgagee on any Property within IB Village on the 5th.

15. "INSTITUTIONAL MORTGAGEE or INSTITUTIONAL LENDER" shall mean any lending institution owning a first mortgage encumbering any Home within IB Village on the 5th, which owner and holder of said mortgage shall either be a bank, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, building and loan association; mortgage banking company licensed to do business in the State of Florida, or any subsidiary thereof, licensed or qualified to make mortgage loans in the State of Florida; or a national banking association chartered under the laws of the United States of America or any "secondary mortgage market institution," including the Federal National Mortgage Association ("FNMA"), Government National Mortgage Association ("GNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), and such other secondary mortgage market institutions as the Board shall hereafter approve in writing.

16. "INTEREST" shall mean the maximum non-usurious interest rate allowed by law on the subject debt or obligation and, if no such rate is designated by law, then eighteen percent (18%) per annum.

17. "LEGAL FEES" shall mean reasonable fees for attorney and paralegal services incurred in connection with: (i) negotiation and preparation for litigation, whether or not an action is actually begun, through and including all trial and appellate levels and post-judgment proceedings, and (ii) collection of past due Assessments including, but not limited to, preparation of notices and liens, and shall also include court costs through and including all trial and appellate levels and post-judgment proceedings

18. "MEMBER" means a member of the Association.

19. "OPERATING EXPENSES" shall mean the expenses for which Owners are liable to the Association as described in the Declaration and any other IB Village on the 5th Documents and include, but are not limited to, the costs of maintaining the Common Structural Elements, (as defined in Article II, Section 5 therein) and the costs and expenses incurred by the Association in administering, operating, maintaining, financing, or repairing the Common Structural Elements; the costs and expenses incurred by the Association in administering, operating, maintaining, financing, or repairing, but not reconstructing, replacing, or improving the Association Property and any Areas of Common Responsibility or any portion thereof and Improvements thereon, and all costs and expenses incurred by the Association in carrying out its powers and duties hereunder or under any other IB Village on the 5th Documents.

20. "OWNER" means the record Owner, whether one or more persons or entities, of the fee simple title to any Lot within a portion of IB Village on the 5th and includes Declarant for as long as Declarant owns fee simple title to a Lot, but excluding therefrom those having such interest as security for the performance of an obligation.

21. "PROPERTY" shall mean that certain real property heretofore described in Exhibit "A".

22. "SITE PLAN" shall mean and refer to the Site Plan for the Property attached hereto and made a part hereof as Exhibit "E."

23. "TURNOVER DATE" shall mean the date upon which "Class A Members" (as defined in Article V. of the Articles), including Declarant, shall assume control of the Association and elect the Board, as more particularly described in Article V. of the Articles.

24. "IB VILLAGE ON THE 5TH" means the planned residential development located in the City of Plantation, in Broward County, Florida, which encompasses the Property and is intended to comprise seventeen (17) attached Homes located in three (3) Buildings and the Association Property.

25. "IB VILLAGE ON THE 5TH" means in the aggregate the Declaration, the Articles and the Bylaws and all of the instruments and documents referred to herein and therein including, but not limited to, any Amendment(s).
Unless otherwise defined herein, the terms defined in the Declaration are incorporated herein by reference and shall appear in initial capital letters each time such terms appear in these Articles.

ARTICLE II NAME

The name of this corporation shall be IB VILLAGE ON THE 5TH HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, whose principal address and mailing address is c/o John F. Hotte, Esq., Krinzman Huss & Lubetsky, 110 SE 6th Street, Floor 20, Fort Lauderdale, Florida 33301.

ARTICLE III PURPOSE

The purpose for which the Association is organized is to take title to, operate, administer, manage, lease and maintain the Association Property in accordance with the terms of and purposes set forth in IB VILLAGE ON THE 5TH Documents and to carry out the covenants and enforce the provisions of IB VILLAGE ON THE 5TH Documents.

ARTICLE IV POWERS

The Association shall have the following powers and shall be governed by the following provisions:

1. The Association shall have all of the common law and statutory powers of a corporation not-for-profit.
2. The Association shall have all of the powers granted to the Association in IB Village on the 5th Documents. All of the provisions of the Declaration and Bylaws which grant powers to the Association are incorporated into these Articles.
3. The Association shall have all of the powers reasonable necessary to implement the purposes of the Association, including, but not limited to, the following:
 - A. To perform any act required or contemplated by it under IB Village on the 5th Documents.
 - B. To make, establish, amend, and enforce reasonable rules and regulations governing the use of the association Property.
 - C. To make, levy, and collect Assessments for the purpose of obtaining funds from its Members to pay Operating Expenses and other costs defined in the Declaration and costs of collection, and to use and expend the proceeds of Assessments in the exercise of the powers and duties of the Association.
 - D. To own, maintain, repair, replace, operate and convey the Association Property in accordance with IB Village on the 5th Documents.
 - E. To enforce by legal means the obligations of the Members and the provisions of IB Village on the 5th Document.
 - F. To employ personnel, retain independent contractors and professional personnel, and enter into service contracts to provide for the maintenance, operation, administration, and management of the Association Property and to enter into any other

agreements consistent with the purposes of the Association including, but not limited to, agreements with respect to professional management of the Association Property and to delegate to such professional manager certain powers and duties of the Association.

G. To enter into the Declaration and any amendments thereto and instruments referred to therein.

H. To provide, to the extent deemed necessary by the Board, any and all services and do any and all things which are incidental to or in furtherance of things listed above or to carry out the Association mandate to keep and maintain IB Village on the 5th in a proper and aesthetically pleasing condition and to provide the Owners with services, amenities, controls, and enforcement which will enhance the quality of life at IB Village on the 5th

I. Notwithstanding anything contained herein to the contrary, the Association shall be required to obtain the approval of three-fourths (3/4) of all Members (at a duly called meeting of the Owners at which a quorum is present) prior to engaging persons or entities for the purpose of suing; making, preparing or investigating any lawsuit; or commencing any lawsuit other than for the following purposes.

i. The collection of Assessments.

ii. The collection of other charges which Owners are obligated to pay pursuant to the IB Village on the 5th Documents.

iii. The enforcement of the use and occupancy restrictions contained in the IB Village on the 5th Documents.

iv. Dealing with an emergency when waiting to obtain the approval of the Owners creates a substantial risk of irreparable injury to the Association Property, any Improvements on the Property, or to Owner(s) (the imminent expiration of a Statute of Limitations shall not be deemed an emergency obviating the need for the requisite vote of three-fourths [3/4] of the Owners).

v. The filing of a compulsory counterclaim.

ARTICLE V MEMBERS AND VOTING

The qualification of Members of the Association, the manner of their admission to membership, the manner of the termination of such member, and the manner of voting by Members shall be as follows:

1. Until such time as the first deed of conveyance of a Home from Declarant to an Owner is recorded amongst the Public Records of Broward County ("First Conveyance"), the membership of the Association shall be comprised solely of Declarant. Until the First Conveyance, Declarant shall be entitled to cast the one (1) and only vote on all matters required a vote of the membership.

2. Upon the First Conveyance, Declarant shall be a Member as to each of the remaining Homes until each such Home is conveyed to another Owner, and thereupon and thereafter each and every Owner, including Declarant as to Homes owned by Declarant, shall be a Member and exercise all of the rights and privileges of a Member.

3. Membership in the Association for Owners, other than Declarant, shall be established by the acquisition of ownership of fee simple title to a Home as evidenced by the recording of an instrument of conveyance amongst the Public Records of Broward County. Where title to a Home is acquiring by conveyance from a party other than Declarant by means of sale, gift, inheritance, devise, judicial decree or otherwise, the person, persons, or entity thereby acquiring such Home shall not be a Member unless or until such Owner shall deliver a true copy of a deed or other instrument of acquisition of title to the Association.

4. The Association shall have two (2) classes of voting membership:

A. "Class A Members: shall be all Members, with the exception of Declarant while Declarant is a Class B Member, each of whom shall be entitled to one (1) vote for each Home owned.

B. "Class B Member" shall be Declarant, who shall be entitled to three times the total number of votes of Class A Members plus one. Class B membership shall cease and be converted to Class A membership upon the earlier to occur of the following events ("Turnover Date"):

i. Three (3) months after the conveyance of ninety (90%) percent of the Homes by Declarant, as evidenced by the recording of instruments of conveyance of such Homes amongst the Public Records of Broward County; or

ii. At such time as Declarant shall designate in writing to the Association.

On the Turnover Date, Class A Members, including Declarant, shall assume control of the Association and elect not less than a majority of the Board.

5. The designation of different classes of membership are for purposes of establishing the number of votes applicable to certain Homes, and nothing herein shall be deemed to require voting solely by an individual class on any matter which requires the votes of Members, unless otherwise specifically set forth in the IB Village on the 5th.

6. No member may assign, hypothecate, or transfer in any manner his/her membership in the Association except as an appurtenance to his/her Home.

7. Any member who conveys or loses title to a Home by sale, gift, devise, bequest, judicial decree, or otherwise, shall immediately upon such conveyance or loss of title no longer by a Member will respect to such Home and shall lose all rights and privileges of a Member resulting from ownership of such Home.

8. There shall be only one (1) vote for each Home, except for the Class B Member, as set forth herein. If there is more than one Member with respect to a Home as a result of the fee interest in such Home being held by more than one person, such Members collectively shall be entitled to only one(10 VOTE. The vote of the Owners of a Home owned by more than one natural person or by a corporation or other legal entity, shall be case by the person named in a certificate signed by all the Owners of the Home or, if appropriate, by properly designated officers, partners, or principals of the respective legal entity ("Voting Member"), and filed with the Secretary of the Association, and such certificate shall be valid until revoked by a subsequent certificate. If such a Certificate is not filed with the Secretary of the Association, the vote of such Home shall not be considered for a quorum or for any other purpose.

Notwithstanding the foregoing provisions, whether any Home is owned by a husband and wife they may, but shall not be required to, designate a Voting Member. In the event a certificate designating a Voting Member is not filed by the husband and wife, the following provisions shall govern their right to vote:

A. When both are present at a meeting, each shall be regarded as the agent and proxy of the other for purposes of casing the vote for each Home owned by them. In the event they are unable to concur in their decision upon any topic requiring a vote, they shall lose their right to vote on that topic at that meeting, but shall count for purposes of establishing a quorum.

B. When only one (1) spouse is present at a meeting, the person present may cast the Home vote without establishing the concurrence of the other spouse, absent any prior written notice for the contrary by the other spouse. In the event prior written notice to be contrary to the Association by the other spouse, the vote of said Home shall not be considered, but shall count for purposes of establishing a quorum.

C. When neither spouse is present, the person designated by a "Proxy" (as defined in the ByLaws) signed by either spouse may case the Home vote, when voting by Proxy

is allowed, absent any prior written notice to the contract to the Association by the other spouse of the designation of a different Proxy by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a different Proxy by the other spouse, the vote of said Home shall not be considered, but shall count for purposes of establishing a quorum.

9. A quorum shall consist of persons entitled to cast at least forty percent (40%) of the total number of votes of the Members.

ARTICLE VI TERM

The term for which this Association is to exist shall be perpetual. In the event of dissolution of the Association (unless same is reinstated), other than incident to a merger or consolidation, all of the assets of the Association shall be conveyed to a similar homeowners association or a public agency having a similar purpose, or any Member may petition the appropriate Circuit Court of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and its properties in the place and stead of the dissolved Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties.

ARTICLE VII INCORPORATOR

The name and address of the Incorporator of these Articles are:

John F. Hotte, Esq.
Krinzman, Huss & Lubetsky
110 South East 6th Street, Floor 20
Fort Lauderdale, Florida 33301

ARTICLE VIII OFFICERS

The affairs of the Association shall be managed by the President of the Association, assisted by the Vice President, Secretary and Treasurer, and, if any, by the Assistant Secretary and Assistant Treasurer, subject to the directions of the Board. Except for officers elected prior to the Turnover Date, officers must be Members, or the parents, children or spouses of Members.

The Board shall elect the President, secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries, and Assistant Treasurers as the Board shall, from time to time, determine. The President shall be elected from amongst the membership of the Board, but no other officer need be a Director. The same persons may hold two offices the duties of which are not incompatible; provided, however, the office of the President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

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:	Gilbert Ederhy
Vice President:	Charles S. Serfaty, Esq
Secretary:	John F. Hotte, Esq
Treasurer:	Gilbert Ederhy

ARTICLE X
BOARD OF DIRECTORS

1. The number of Directors on the first Board of Directors of the Association ("First Board") and the "initial Elected Board" (as hereinafter defined) shall be three. The number of Directors elected by the Members subsequent to the "Declarant's Resignation Event" (as hereinafter defined) shall be not less than three nor more than five, as the Board shall, from time to time, determine prior to each meeting at which Directors are to be elected. Except for Declarant-appointed Directors, Directors must be Members or the parents, children or spouses or officers or directors of Members. There shall be only one vote for each Director.

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

NAMES	ADDRESSES
Charles S. Serfaty, Esq	c/o Serfaty Law 4770 Biscayne Boulevard – Suite 1430 Miami, Florida. 33137
John F. Hotte, Esq	c/o Krinzman, Huss & Lubetsky 110 SE 6th Street 20th Floor Fort Lauderdale, FL 33301
Gilbert Ederhy	c/o Serfaty Law 4770 Biscayne Boulevard – Suite 1430 Miami, Florida. 33137

Declarant reserves the right to replace and/or designate and elect successor Directors to serve on the first Board for so long as the First Board is to serve, as hereinafter provided.

3. The First Board shall be the Board of the Association until the "Initial Election Meeting" (as hereinafter defined). Declarant shall have the right to appoint, designate, and elect all of the Directors of the first Board. Declarant has the right to substitute Directors on the First Board and to appoint replacements in the event a vacancy is created on the First Board.

4. Within three (3) months of the conveyance by Declarant to Owners other than Declarant of ninety percent (90%) percent of the total number of Homes permitted to be constructed as part of IB Village on the 5th ("Total Homes"), as evidenced by the recording of instruments of conveyance of such Homes among the public records of the County, or earlier in Declarant's sole discretion ("Turnover Date"), the Members other than Declarant shall be entitled to elect a majority of the Board ("Initial Elected Board"), which election shall take place at a meeting of the Members ("Initial Election Meeting"), Declarant shall designate the remaining Director(s) on the Board at the Initial Election Meeting. The Directors to be so elected by the Members other than Declarant and the remaining Director(s) to be designated by Declarant shall succeed the First Board upon their election and qualification. The Initial Elected Board shall serve until the next "Annual Members' Meeting (as defined in the By-Laws) 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 Members other than Declarant are entitled to elect all of the Directors on the Board. Until that time, Declarant reserves the right to designate successor Directors to fill any vacancies caused by the resignation by the resignation or removal of Directors designated by Declarant pursuant to this paragraph.

The term "conveyance" as used in this Paragraph 4 shall mean the sale of a Home to a purchaser who is not designated as a successor Declarant and the recording of an instrument of conveyance to such purchaser among the Public Records of the County.

5. A Director (other than a Declarant-appointed Director) may be removed from office upon the affirmative vote of a majority of Members for any reason deemed to be in the best interests of the Members. A meeting of the Members to so remove a Director (other than a Declarant-appointed Director) shall be held upon the written request of ten percent (10%) of the Members.

6. Within three (3) months of the date when Declarant no longer holds at least five percent (5%) of the Total Homes for sale in the ordinary course of business, or earlier in Declarant's sole discretion, Declarant shall cause its remaining Director(s) to resign from the Board ("Declarant's Resignation Event") and the Member-elected Directors shall elect successor Director(s) to fill the vacancy(ies) caused thereby.

7. At the Initial Ejection Meeting, a "staggered" term of office of the Board shall be created as follows:

A. A number equal to fifty percent (50%) of the total number of Directors rounded to the nearest 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

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

At each Annual Members' Meeting thereafter held in the month of January of each year, as many Directors of the Association 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.

8. The resignation of a Director who has been designated by Declarant or the resignation of an officer of the Association who has been elected by the First Board shall be deemed to remise, release, acquit, satisfy and forever discharge such officer or Director of and from any and all manner of actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims, and demands whatsoever in law or in equity, which the Association or the Members had, now have, or will have or which any personal representative, successor, heir, or assign of the Association or the Members hereafter can, shall or may have against said officer or Director for, upon or by reason or any matter, cause of thing whatsoever from the beginning of the world to the day of such resignation, except for such director's or officer's willful misconduct or gross negligence.

ARTICLE XI INDEMNIFICATION

Each and every Director and officer of the Association shall be indemnified by the Association against all costs, expenses, and liabilities, including attorney and paralegal fees at all trial and appellate levels and post-judgment proceedings reasonably incurred by or imposed upon him/her in connection with any negotiation, proceeding, arbitration, litigation, or settlement in which he/she become involved by reason of his/her being or having been a Director or officer of the Association, and the foregoing provisions for indemnification shall apply whether or not such person is a Director or officer at the time such cost, expense or liability is incurred.

Notwithstanding the above, in the event of any such settlement, the indemnification provisions provided in this Article XI shall not be automatic and shall apply only when the Board approves such settlement and reimbursement for the costs and expenses of such settlement as being in the best interest of the Association and in the event a Director or officer admits that he/she is or is adjudged guilty of willful misfeasance or malfeasance in the performance of higher duties, the indemnification provisions of this Article XI shall not apply. The foregoing rights of indemnification provided in this Article XI shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer of the Association may be entitled under statute or common law.

ARTICLE XII BYLAWS

The Bylaws shall be adopted by the First Board, and thereafter, may be altered, amended, or rescinded in the manner provided for in the Bylaws. In the event of any conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

ARTICLE XIII AMENDMENTS

1. Prior to the First Conveyance, these Articles may be amended only by an instrument in writing signed by the incorporator of these Articles and filed in the Office of the Secretary of state of the State of Florida.

2. After the First Conveyance and prior to the Turnover Date, these Articles may be amended solely by a majority vote of the Board, without the prior written consent of the Members, at a duly called meeting of the Board.

3. After the Turnover Date, these Articles 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 the Members, which may be at either the Annual Members' Meeting or a special meeting. Any number of proposed amendments may be submitted to the Members and voted upon 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 within the time and in the manner provided in the Bylaws for the giving of notice of meetings.

C. At such meeting, a vote of the Members 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 total voting interests present at such meeting.

4. An amendment may be adopted by a written statement (in lieu of a meeting) signed by all Members and all members of the Board setting forth their intention that an amendment to the Articles be adopted.

5. These Articles may not be amended without the written consent of a majority of the members of the Board.

6. Notwithstanding any provisions off this Article XIII to the contrary, these Articles shall not be amended in any manner which shall prejudice the rights of Declarant, without the prior written consent thereto by Declarant, for so long as Declarant holds either a leasehold interest in or title to at least one (1) Home, and any "Institutional Mortgagee" (as such term is defined in the Declaration) without the prior written consent of such Institutional Mortgagee.

7. Notwithstanding the foregoing provisions of this Article XIII, no amendment to these Articles shall be adopted which shall abridge, amend, or alter the rights of Declarant hereunder, including, but not limited to, Declarant's right to designate and select members of the First Board or otherwise designate and select Directors as provided in Article X hereof, nor shall any amendment be adopted or become effective without the prior written consent of Declarant.


8. Any instrument amending these Articles shall identify the particular article or articles being amended and shall provide a reasonable method to identify the amendment being made. A certified copy of each amendment certified by the Secretary of State shall be recorded amongst the Public Records of Broward County.

ARTICLE XIV
REGISTERED OFFICE AND REGISTERED AGENT

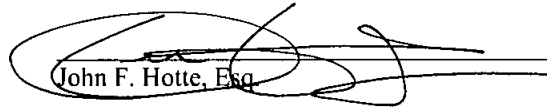
The street address of the initial Registered Office of the corporation is 110 South East 6th Street, Floor 20, Fort Lauderdale, Florida 33301 and the initial registered agent of the Corporation at that address shall be: John F. Hotte, Esq.

26 IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature, this day of January, 2016.

IB VILLAGE ON THE 5TH HOMEOWNER'S
ASSOCIATION, INC.
(A Florida Corporation Not-For-Profit)

By: 
Name: John F. Hotte, Esq.
Title: Incorporator

The undersigned hereby accepts the designation of Registered Agent as set forth in Article XIV 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.


John F. Hotte, Esq.

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

16 FEB - 2 PM 12:22

APPROVED
AND
FILED