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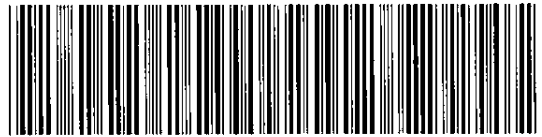
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TALLAHASSEE, FLORIDA

THE LAW OFFICE OF  
**HENRY R. CROUSER, P.A.**  
2500 HOLLYWOOD BOULEVARD  
SUITE 305  
HOLLYWOOD, FLORIDA 33020  
TELEPHONE (305) 372-7776 FAX (305) 372-7790

FILED  
17 JUN 26 PM 3:02  
TALLAHASSEE, FLORIDA

Henry R. Crouser

**VIA FED EX**

June 17, 2017

Department of State  
Division of Corporations  
Corporate Filings  
P.O. Box 6327  
Tallahassee, FL 32314

Re: New Corporate Filing for Oakland Terrace Community Association, Inc.

Dear Division of Corporations:

Enclosed please find the following documents for Oakland Terrace Community Association, Inc.:

1. Articles of Incorporation, together with acceptance by Registered Agent.
2. Our firm check in the amount of \$87.50 for \$35.00 filing fees, \$35.00 Registered Agent Designation, \$8.75 for a Certified Copy of the Articles, and \$8.75 for a Certificate of Status.

Once you have processed same, please mail the Certified Copy of the Articles of Incorporation and the Certificate of Status to my address above. Feel free to call me at the number above if you have any questions.

Sincerely,



HENRY R. CROUSER, ESQ.

Enclosures

**ARTICLES OF INCORPORATION  
OF  
OAKLAND TERRACE COMMUNITY ASSOCIATION, INC.**

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**ARTICLES OF INCORPORATION**  
**OF**  
**OAKLAND TERRACE COMMUNITY ASSOCIATION, INC.**

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CLERK OF DISTRICT COURT  
PALM BEACH COUNTY, FLORIDA

In compliance with the requirements of the laws of the State of Florida, the following are the Articles of Incorporation for Oakland Terrace Community Association, Inc.

1. **Name.** The name of the corporation shall be Oakland Terrace Community Association, Inc. (the "**Association**").
2. **Principle Office.** The principle office of the Association is 5073 North Dixie Highway, Oakland Park, FL 33334. Email for the principal office is [alex@garlicknotfl.com](mailto:alex@garlicknotfl.com).
3. **Registered Office- Registered Agent.** The street address of the Registered Office of the Association is the Law Office of Henry R. Crouser, P.A., 2500 Hollywood Boulevard, Suite 305, Hollywood, FL 33020. The email address for the Registered Agent is [henry@henrycrouserpa.com](mailto:henry@henrycrouserpa.com). The name of the Registered Agent of the Association is:

LAW OFFICE OF HENRY R. CROUSER, P.A.

4. **Definitions.** A declaration entitled Declaration for Oakland Terrace (the "**Declaration**") has been (or will be) recorded in the Public Records of Broward County, Florida, and shall govern all of the operations of the community to be known as Oakland Terrace (the "**Community**"). All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.
5. **Purpose.** The Association is formed to: (a) provide for ownership, operation, maintenance, and preservation of the Common Areas, and improvements thereon; (b) perform the duties delegated to it in the Declaration; (c) administer the interests of the Association and the Owners; (d) promote the health, safety, and welfare of the Owners.
6. **Not-for-Profit.** Association is a not-for-profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its members.
7. **Powers and Duties.** The powers of the Association shall include and be governed by the following:
  - 7.1. To perform all the duties and obligations of Association set forth in the Declaration and By-Laws, as herein provided.
  - 7.2. To enforce, by legal action or otherwise, the provisions of the Declaration and By-Laws and of all rules, regulations, covenants, restrictions and agreements governing or binding Association and Oakland Terrace.
  - 7.3. To fix, levy, collect, and enforce payment, by any lawful means, of all Assessments pursuant to the terms of the Declaration, these Articles, and the By-Laws.
  - 7.4. To pay all Operating Costs, including, but not limited to, all licenses, taxes, or other governmental charges levied or imposed against the property of Association.
  - 7.5. 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 Common Areas) in connection with the functions of Association except as limited by the Declaration.

7.6. 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.

7.7. To dedicate, grant, license, lease, concession, create easements upon, sell, or transfer all or any part of Oakland Terrace to any public agency, entity, authority, utility, or other person or entity for such purposes and subject to such conditions as it determines and as are provided in the Declaration.

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

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

7.10. 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 may now, or hereafter, have or exercise.

7.11. To have and to exercise any and all powers, rights, and privileges which a Community Association organized under the laws of the State of Florida may now, or hereafter, have or exercise.

7.12. To employ personnel and retain independent contractors to contract for management of the Association, Oakland Terrace, and the Common Areas as provided in the Declaration, such as, but not limited to, maintenance, security, Telecommunication Services, garbage pick-up, and utility services.

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

7.14. To sue and be sued.

7.15. To contract with special taxing districts, if any, for any purpose.

## 8. **Owners and Membership**

8.1. **Membership.** The Members of the Association shall consist of all of the record Owners of Lots in Oakland Terrace from time to time.

8.2. **Assignment.** The share of an Owner in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to the Home for which that share is held. The funds and assets of the Association shall be expended, held, or used for the benefits of the Owners and for the purposes authorized in these Articles, the By-Laws, or the Declaration.

8.3. **Voting.** On all matters upon which the Owners shall be entitled to vote, there shall be only one (1) vote for each Lot, which vote shall be exercised or cast in the manner provided by the By-Laws. Any person or entity owning more than one (1) Lot shall be entitled to one (1) vote for each Lot owned.

8.4. **Prior to Recordation of Declaration.** Until such time as the real property comprising Oakland Terrace, and the improvements now and/or to be constructed thereon, are submitted to the community form of ownership by recordation of the Declaration in the Public Records of Broward County, Florida, the membership of the Association (the "**Membership**") shall be comprised of the Directors of the Association,

each of whom shall be entitled to vote on all matters upon which the Membership would be entitled to vote.

9. **Dissolution.** In the event of dissolution of the Association other than incident to a merger or consolidation, any member may petition the Circuit Court having jurisdiction of the Judicial Circuit of the State of Florida, where Association is located, 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 and its properties.

10. **Term of Existence.** The Association shall have perpetual existence.

11. **Directors.**

**11.1. Number and Qualification.** The property, business, and affairs of the Association shall be managed by a Board of Directors (the "**Board**") consisting initially of three (3) directors, but subject to change as provided by the By-Laws. Directors appointed or designated by the Developer need not be Owners of the Association or residents of Homes in the Community. All other directors must be Owners.

**11.2. Duties and Powers.** All of the duties and powers of the Association existing under the laws of the State of Florida, the Declaration, these Articles, and the By-Laws shall be exercised exclusively by the Board, its agents, contractors, and/or employees, subject only to approval by Owners when such approval is required by the Declaration.

**11.3. Election; Removal.** Directors shall be appointed, elected, and removed as provided in the By-Laws.

**11.4. Current Directors.** The names and addresses of the members of the current Board who shall hold office until their successors are appointed and/or elected, are as follows:

<b><u>NAME</u></b>	<b><u>ADDRESS</u></b>
Alex Giampietro	5073 North Dixie Highway Oakland Park, FL 33334
Henry Crouser	2500 Hollywood Boulevard Suite 305 Hollywood, FL 33020
Jonathan Addison	5073 North Dixie Highway Oakland Park, FL 33334

12. **Officers.** The affairs of the Association shall be administered by the officers holding the offices designated in the By-Laws. The officers shall be elected by the Board and shall serve at the pleasure of the Board. The names and addresses of the current officers who shall serve until their successors are designated by the Board are as follows:

President and Treasurer	Alex Giampietro 5073 North Dixie Highway Oakland Park, FL 33334
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Vice President:

Henry Crouser  
2500 Hollywood Boulevard  
Suite 305  
Hollywood, FL 33020

Secretary:

Jonathan Addison  
5073 North Dixie Highway  
Oakland Park, FL 33334

13. **Incorporator.** The name and address of the Incorporator is as follows:

Henry R. Crouser, Esq.  
2500 Hollywood Boulevard  
Suite 305  
Hollywood, FL 33020

14. **Indemnification.**

**14.1 Indemnity.** The Association shall indemnify any person who was or is a party or is threatened to made a party to any threatened, pending, or contemplated action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a director, employee, officer, or agent of the Association, against expenses (including reasonable attorneys' fees and paraprofessional fees through trial or any appeal), judgments, fines, and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit, or proceedings, if he or she acted in good faith and in a manner reasonably believed to be in, or not opposed to, the interests of the Association, and, with respect to any criminal action or proceeding, has no reasonable cause to believe his or her conduct was unlawful.

**14.2. Limitations on Indemnification.** Notwithstanding the foregoing, no indemnification shall be made with respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or intentional misconduct in the performance of his or her duties to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that despite the adjudication of liability, but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem just or proper.

**14.3. Effect of Termination of Action.** The termination of any action, suit, or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere (no contest) or its equivalent shall not, in and of itself, create a presumption that such person did not act in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the interests of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe his or her conduct was unlawful.

**14.4. 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,

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or proceeding referred to in Section 14.1 above, or in the defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including reasonable attorneys' fees and paraprofessional fees through trial and any appeal) actually and reasonably incurred by him or her in connection therewith.

**14.5. Approval.** Any indemnification under Section 14.1 above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee, or agent is proper under the circumstances because he or she has met the applicable standard of conduct set forth in Section 14.1 above. Such determination shall be made (a) by the Board by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or by a majority of the voting interests of the Owners.

**14.6. 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 as authorized by the Board in any specific case upon receipt of an undertaking by, or on behalf of, the affected director, officer, employee or agent to repay such amount until such time it shall be ultimately determined that he or she was not entitled to be indemnified by the Association as authorized in this Article 14.

**14.7. 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 the By-laws, any agreement, vote of the Owners, 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.

15. **By-Laws.** The first By-Laws of the Association shall be adopted by the Board and may be altered, amended, or rescinded by the Board, Owners, and/or the Developer as provided in the By-Laws.

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

**16.1. 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.

**16.2. Proposal.** A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or by Owners holding one-third (1/3) of the voting interests in the Association.


**16.3. Approval.** An amendment shall be approved once it is approved:

**16.3.1.** By Owners holding a majority of the voting interests in the Association present in person or by proxy at a Members meeting at which a quorum thereof has been attained and by not less than sixty-six and two-thirds percent (66 2/3%) of the entire Board; or

**16.3.2.** By the Owners holding eighty (80%) of the voting interests in the Association present in person or by proxy at a Members meeting at which a quorum has been attained; or

- 16.3.3. Prior to the date upon which Owners other than Developer control the Board, by not less than one hundred percent (100%) of the entire Board.
- 16.4. **Attendance Not Required.** Directors not present in person at the meeting considering the amendment may express their agreement or disagreement in writing, providing that the same is delivered to the Secretary at or prior to the meeting. Such agreement or disagreement may not be used as a vote for or against the action taken and may not be used as a vote for the purpose of creating a quorum.
- 16.5. **Limitation.** Notwithstanding the foregoing, no amendment shall be made that is in conflict with the Declaration, or the By-Laws, nor shall any amendment make any changes which would in any way affect the rights, privileges, powers, or options herein provided in favor of or reserved to the Developer herein or in the Declaration unless the Developer shall join in the execution of the amendment.
- 16.6. **Recording.** A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the Public Records of Broward County, Florida.
- 16.7. **Developer.** Notwithstanding anything herein to the contrary, prior to the Turnover Date, the Developer may amend these Articles without the consent or joinder of any party whatsoever. This paragraph may not be amended.

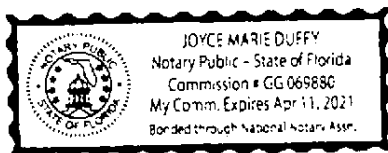
IN WITNESS WHEREOF, for the purposes of forming this corporation under the laws of the State of Florida, the undersigned, being the Incorporator of this Association, has executed these Articles of Incorporation as of this 19<sup>th</sup> day of June 2017.

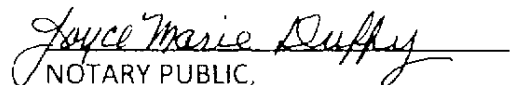
  
Henry R. Crouser, Esq., Incorporator

STATE OF FLORIDA                    }  
  } SS.:  
COUNTY OF BROWARD            }

The foregoing instrument was acknowledged before me this 19th day of June, 2017 by Henry R. Crouser, Esq., who is personally known to me.

My Commission Expires:



  
NOTARY PUBLIC,  
State of Florida at Large  
Print Name: Joyce Marie DUFFY

**ACCEPTANCE BY REGISTERED AGENT**

The undersigned, having been named to accept service of process for the above-stated corporation at the place designated in this certificate, hereby agrees to act in this capacity, and is familiar with, and accepts, the obligations of the position and further agrees to comply with the provisions of all statutes relative to the proper and complete performance of its duties. My email address is Henry@henrycrouserpa.com.

Dated: June 19, 2017

LAW OFFICE OF HENRY R. CROUSER, P.A.

By: Henry Crouser  
Henry R. Crouser, Esq.