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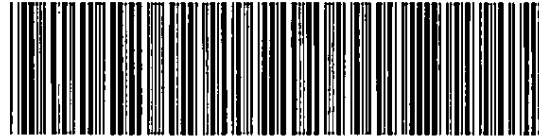
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Amended + Restated

APR 15 2020

D CUSHING

SACHS SAX CAPLAN

ATTORNEYS AT LAW

SUITE 200
6111 BROKEN SOUND PARKWAY NW
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STEVEN G. RAPPAPORT, ESQ.
ALSO ADMITTED IN THE DISTRICT OF COLUMBIA
srappaport@ssclawfirm.com

March 6, 2020

To: Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

NAME OF CORPORATION: Huntington Towers Association, Inc.

DOCUMENT NUMBER: N24638

Enclosed you will find Articles of Amendment to the Amended and Restated Articles of Incorporation for Huntington Towers Association, Inc.

Please return all correspondence concerning this matter to the following:

**Steven G. Rappaport, Esquire
Sachs Sax Caplan, PL
6111 Broken Sound Parkway NW, Suite 200
Boca Raton, FL 33487
Attention: Clara Garcia**

Also enclosed is a check in the amount of \$35.00 made payable to the Florida Department of State for filing of the Articles of Amendment.

For further information concerning this matter, please contact Clara Garcia at (561) 237-6839.

Thank you.

**Clara H. Garcia
For Steven G. Rappaport, Esq.**

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FLORIDA DEPARTMENT OF STATE
Division of Corporations

March 30, 2020

STEVEN G. RAPPAPORT, ESQ.
SACHS SAX CAPLAN, PL
6111 BROKEN SOUND PARKWAY, NW, STE 200
BOCA RATON, FL 33487

SUBJECT: HUNTINGTON TOWERS ASSOCIATION, INC.
Ref. Number: N24638

We have received your document for HUNTINGTON TOWERS ASSOCIATION, INC. and your check(s) totaling \$35.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The Articles of Amendment to the Amended and Restated Articles state that there is an Exhibit "A" attached but there is no Exhibit "A" just Exhibit "B".

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Diane Cushing
Senior Section Administrator

Letter Number: 720A00006942

**ARTICLES OF AMENDMENT
TO THE
AMENDED AND RESTATED ARTICLES OF INCORPORATION
FOR HUNTINGTON TOWERS ASSOCIATION, INC.**

Pursuant to the provision of Chapter 617 and 720 of the Florida Statutes, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation.

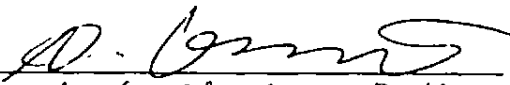
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OF FLORIDA
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FIRST: The Amendments adopted are attached as Exhibit "A".

SECOND: On Feb. 11, 2020, the above Amendment was adopted by the members and the number of votes cast for the amendment was sufficient for approval.

DATED: Feb. 14, 2020.

INC. **HUNTINGTON TOWERS ASSOCIATION,**

By: 
A. CASSARINO, President

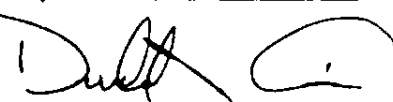
By: 
DONALD CARRICO, Secretary

EXHIBIT "A"
AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
HUNTINGTON TOWERS ASSOCIATION, INC.
(A Florida Corporation Not for Profit)

FILED
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~~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 corporation has been incorporated as a corporation not-for-profit under and in accordance with Chapter 617, Fla. Stat., as amended from time to time and the Association hereby certifies as follows:

The terms contained in these "Articles" are defined in the Condominium Act, Chapter 718, Florida Statutes, 1976 ("Act") as amended ~~through the date of recording the first Declaration amongst the Public Records of Palm Beach County, Florida from time to time,~~ and shall have the meaning of such terms set forth in such Act, and, for clarification, the following terms will have the following meanings:

A. "Act" means Condominium Act, Chapter 718, Florida Statutes, 1976, as amended from time to time, through the date of recording the first Declaration amongst the Public Records of the County.

B. "Apartment" means "Unit" as described in the Act and is that portion of the Condominium Property which is subject to exclusive ownership.

C. "Apartment Owner" or "Owner" means "Unit Owner" as defined in the Act and is the owner of an Apartment.

D. "Articles" means these Articles of Incorporation of the Association.

E. "Assessment" means the share of funds required for the payment of "Common Expenses," "Recreation Expenses," "Association Expenses," "Recreation Area Expenses," "Reserved Land Expenses" and "Cable Expenses" (as such terms are defined in each Declaration) which from time to time is assessed against an Apartment Owner.

F. "Association" means Huntington Towers Association, Inc., a Florida corporation not for profit, responsible for operating the Condominium and any other Huntington Towers Condominiums therein, the Recreation Area and the Association Areas.

G. "Board" means the Board of Directors of the Association.

H. "Bylaws" means the Bylaws of the Association.

I. "Center" means Oriole Villages Center, Inc., a Florida corporation not for profit, organized to administer the Covenants Declaration and having as its members the Association and all other associations which administer condominiums in the various Villages.

J. "Common Elements" means the portion of the Condominium Property not included in the Apartments.

K. "Common Expenses" means expenses for which the Apartment Owners are liable to the Association as set forth in various sections of the Act and as described in the Huntington Towers Documents and includes:

(i) expenses incurred in connection with operation, maintenance, repair or replacement of the "Common Elements" (as defined in each Declaration), costs of carrying out the powers and duties of the Association, cost of fire and extended coverage insurance on the Condominium Property; and

(ii) any other expenses designated as Common Expense's, from time to time by the Board.

L. "Common Surplus" means the excess of receipts of the Association collected on behalf of the Condominium (Including, but not limited to, assessments, rents, profits and revenues, on account of the Common Elements) over the Common Expenses.

M. "Condominium" means that portion of the real property and improvements thereon which is submitted to condominium ownership by the recording of the Declaration or amendment thereto adding a subsequent phase pursuant to Section 718.403 of the Act.

N. "Condominium Property" means the real property submitted to condominium ownership pursuant to the Declaration and any amendment or amendments thereto and all Improvements thereon, subject to any and all easements associated therewith, Including, but not limited to, the Apartments and Common Elements and all easements intended for use in connection with a Huntington Towers Condominium, all as more particularly described in each Declaration.

O. "County" means Palm Beach County, Florida.

P. "Covenants Declaration" means the Declaration of Protective Covenants and Restrictions for Villages of Oriole recorded in Official Records Book 2390, Page 898 of the Public Records of the County and all Amendments and Supplements thereto, whereby Developer has impressed certain covenants and use restrictions upon portions of Villages of Oriole and whereby the "Reserved Land Expenses" defined therein are allocated and collected from the Apartment Owners as described therein.

Q. "Declaration" means a Declaration of Condominium by which a Huntington Towers Condominium is submitted by Developer to the condominium form of ownership in accordance with the Act.

~~R. "Developer" means Oriole Homes Corp., a Florida corporation, its successors, grantees and assigns. An Apartment Owner shall not, solely by the purchase of an Apartment, be deemed a successor or assign of Developer or of the rights of Developer under the Huntington Towers Documents unless such Apartment Owner is specifically so designated as a successor or assign of such rights in the Instrument of conveyance or any other instrument executed by Developer.~~

SR. "Director" means a member of the Board.

TS. "HLI" means Huntington Lakes, Inc., a Florida corporation not for profit organized to own, maintain and administer the "Huntington Lakes Recreation Area" (as defined in the Huntington Lakes Agreement) in accordance with the Huntington Lakes Agreement. The Huntington Lakes Recreation Area is not a portion of the Condominium Property, but Apartment Owners have use rights thereto pursuant to the Huntington Lakes Agreement. HLI is not intended to be a statutory condominium association, but rather is a homeowners association established pursuant to the Huntington Lakes Agreement.

UT. "Huntington Lakes Agreement" means the Village Covenants Agreement For Huntington Lakes recorded in Official Records Book 3193, at Page 1945 of the Public Records of the County whereby the Residential Property and Recreation Area within Huntington Lakes, as therein described, are set aside by Developer for the benefit of HLI, the Association, the other condominium associations administering the different Sections of Huntington Lakes and other parties specified therein.

VU. "Huntington Towers" means one of the Villages within the Villages of Oriole according to the Plat of Huntington Towers to be recorded amongst the Public Records of the County.

WV. "Huntington Towers Condominium(s)" means ~~a condominium in Huntington Towers~~ The Huntington Towers Condominium which is the subject of ~~a~~ to the Declaration.

XW. "Huntington Towers Agreement" means the Village Covenants Agreement for Huntington Towers recorded in Official Records Book 5934, Page 1435, of the Public Records of the County, whereby the "Residential Property" and "Recreation Area," as described therein, are set aside by Developer for the benefit of the Association and other parties specified therein and whereby the Recreation Expenses and Association Expenses are made specifically applicable to Apartment Owners and assessments for such expenses are designated to be collected by the Association In the same manner and by the same procedure as are Common Expenses.

YX. "Huntington Towers Documents" means in the aggregate each Declaration, these Articles, the Bylaws, the Covenants Declaration, the Articles of Incorporation and Bylaws of the Center, the Huntington Towers Agreement, the Huntington Lakes Agreement and all of the Instruments and documents referred to therein and executed in connection with a Huntington Towers Condominium.

ZY. "Member" or "Members" means a member or members of the Association.

AAZ. "Phase" or "Phases" means those portions of the real property within Huntington Towers and improvements thereon which, as contemplated by Section 718.403 of the Act, may become part of the Condominium Property of a Huntington Towers Condominium by the recording of a Declaration or an amendment thereto.

BBAA. "Village" means a geographical area within Villages of Oriole constituting a stage in the development of Villages of Oriole. A Village may contain "Residential Property" and "Recreation Area" as defined In the Covenants Declaration.

~~CCBB~~. "Villages of Oriole" means the name given to the planned development being developed in stages by Developer upon portions of "Plat No. 1, Villages of Oriole," according to the Plat thereof recorded in Plat Book 30, at Pages 38, 39 and 40 of the Public Records of the County, in accordance with the plan for development referred to in Article II of the Covenants Declaration and more particularly described therein.

~~DDCC~~. "Voting Certificate" means "Voting Certificate" as defined in the Act and is the document which designates one (1) of the record title owners, or the corporate, partnership or entity representative who is authorized to vote on behalf of an Apartment owned by more than one (1) owner or by any entity.

~~EEDD~~. "Voting Interests" means the voting rights distributed to Members pursuant to a Declaration.

ARTICLE I

NAME

The name of this Association shall be HUNTINGTON TOWERS ASSOCIATION, INC., whose ~~present address shall be as determined from time to time by the Board of Directors, is 1151 N. H. 24th Street, Pompano Beach, Florida 33064.~~

ARTICLE II

PLAN OF DEVELOPMENT AND PURPOSE OF ASSOCIATION

~~A. — Developer is the owner and developer of Huntington Towers, more particularly described on Exhibit A to the Huntington Towers Agreement. Paragraph A of Article II of the Huntington Towers Agreement sets forth Developer's plan for development of Huntington Towers, including the construction of residential apartment buildings on the Residential Property.~~

~~B. — Developer intends to develop the Condominium on property Developer owns within Villages of Oriole. Developer intends to develop the Condominium as a "phase condominium" as contemplated by Section 718.403 of the Act which is planned to consist of four (4) Phases. If Developer submits all four (4) Phases to condominium ownership as part of the Condominium by recording the Declaration and several amendments thereto amongst the Public Records of the County, then the Condominium shall be the only condominium in Huntington Towers and shall be the only condominium administered by the Association.~~

~~C. — If Developer does not submit all four (4) Phases to condominium ownership as part of the Condominium, Developer may submit the land in Huntington Towers not included in the Condominium to condominium ownership as one (1) or more additional Huntington Towers Condominiums to be administered by the Association.~~

~~D. — All or any portion of Huntington Towers not included in a Huntington Towers Condominium may be developed with residential housing units either as a condominium which is not a Huntington Towers Condominium, and thus would not be administered by the~~

~~Association, or as a non-condominium development, such as non-condominium townhouses, rental housing or cooperatively owned housing, etc.~~

~~EA.~~ 1. The Association shall be the condominium association responsible for the operation of ~~each~~ the Huntington Towers Condominium and shall also be responsible for the operation of the Recreation Area and Association Areas, subject to the terms and restrictions of the Huntington Towers Documents. Each Apartment Owner shall be a Member of the Association as provided in these Articles. ~~Developer and~~ The Association shall ~~has entered~~ into the Huntington Towers Agreement. ~~If more than one (1) Huntington Towers Condominium is created or if any portion of Huntington Towers is developed as other than a condominium, the Association will ultimately be conveyed ownership of the "Association Areas" (as defined in the Huntington Towers Agreement). In the event only one (1) Condominium is created within Huntington Towers, then the Developer shall have the option of submitting all or a portion of such areas as Phases of such Condominium or conveying them to the Association.~~

2. The Association shall also be an "Association Member" of the Center as described in the Articles of Incorporation of the Center. The Center has been organized for the purpose of administering the covenants and obligations relating to certain land areas in Villages of Oriole ("Reserved Land"), the use of which is shared by all owners at Villages of Oriole as set forth in the Covenants Declaration. All Members of the Association acquire the benefits as to use of the Reserved Land and the obligation to pay Reserved Land Expenses, which are collected as set forth in the Huntington Towers Documents.

3. The Association shall not be an "Association Member" of HLI, as described in the Articles of Incorporation of HLI, which is the entity organized to own, maintain and operate the Huntington Lakes Recreation Area in accordance with the Huntington Lakes Agreement; but Apartment Owners, as Sharing Village Owners pursuant to the Third Declaration of Nonexclusive Use Rights to Huntington Lakes Activity Center Area, acquire the benefits as to the use of the Activity Center Area and the obligation to pay Recreation Area Expenses, which are allocated and collected as described in the Huntington Lakes Agreement.

4. The purpose for which this Association is organized is to maintain, operate and manage Huntington Towers, including the Condominium Property, the Recreation Area and the Association Areas; to own portions of, operate, lease, sell, trade and otherwise deal with Huntington Towers and certain of the improvements located therein now or in the future; and to be a member of the Center, all in accordance with the Plan set forth in the Huntington Towers Agreement and other Huntington Towers Documents 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 Huntington Towers Documents or the Act.

B. The Association shall have all of the powers of a condominium association under the Act 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 Condominium Property (including the Apartments and the Common Elements), the Recreation Area and the Association Areas;

2. To make, levy, collect and enforce Assessments and special charges and any other charges and/or fees as provided in the Huntington Towers Documents against Apartment Owners, in order to provide funds to pay for the expenses of the Association, the maintenance, operation and management of Huntington Towers (including, but not limited to, the Association Areas and the Recreation Area) and the payment of Common Expenses and other expenses in the manner provided in the Huntington Towers Documents, the Act 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: (i) the Condominium Property in accordance with the applicable Declaration and the Act, (ii) and manage the Recreation Area and the Association Areas in accordance with the Huntington Towers Documents;

4. To reconstruct improvements of the Condominium Property, the Recreation Area, and the Association Areas in the event of casualty or other loss;

5. To enforce by legal means the provisions of the Huntington Towers Documents and the Act;

6. To employ personnel, retain independent contractors and professional personnel, and to enter into service contracts to provide for the maintenance, operation and management of the Condominium Property, the Recreation Area and the Association Areas 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 Condominium Property, the Recreation Area and the Association Areas 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 Association Expenses, Recreation Expenses and/or Common Expenses of the Condominium, as appropriate, and as to the installation, maintenance and operation of a "master" television antenna system and a cable television, communications and security system;

7. To enter into the Huntington Towers Agreement and any supplements, amendments or modifications thereto and instruments referred to therein;

8. To become and continue to be an Association Member of the Center and to perform the functions and discharge the duties incumbent upon each membership, and further, to delegate to persons or entities selected by the Board, the functions of representing the Association at the membership meetings of the Center and to collect and transmit to the Center and HLI any assessments duly levied thereby; and

9. To purchase: (i) Apartment(s) upon which the Association has chosen to exercise any right of first refusal it may have and to obtain such financing as is necessary to effectuate the same; and (ii) other real and/or personal property as determined by the Association in compliance with the Huntington Towers Documents.

10. Paying taxes and Assessments which are or may become liens against the Common Elements of the Huntington Towers Condominium, and "Association Property" (as defined in the Act) and assessing the same against Apartments, the Owners of which are responsible for the payment thereof.

11. Purchasing and carrying insurance for the protection of Members and the Association against casualty and liability in accordance with the Act and the Huntington Towers Documents.

12. Paying costs of all power water, sewer and other utility services rendered to the Condominium Property of the Huntington Towers Condominium and not billed directly to Owners of the individual Apartments.

13. Approving or disapproving of proposed purchasers of Apartments by gift, devise, or Inheritance and other transferees in accordance with the provisions set forth in the Huntington Towers Documents and the Act.

14. Voluntary binding arbitration as provided for in Section 718.1255 of the Act, for the settlement of Internal disputes arising regarding the operation of the Huntington Towers Condominium among Members, the Association, their agents and assigns, and the provisions of Chapter 718.1255 are incorporated by reference herein.

15. All other powers and duties reasonably necessary to operate and maintain Huntington Towers Condominium and Association Property, if any, in compliance with the Huntington Towers Documents and the Act.

ARTICLE IV

MEMBERS

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

~~A. — Until such time as the Condominium is submitted to condominium ownership by the recordation of the Declaration, the membership of this Association shall be comprised solely of the members of the "First Board" (as defined in Article IX hereof).~~

~~B. — Once the Condominium is submitted to condominium ownership by the recordation of the Declaration, the Apartment Owners, which shall mean in the first instance Developer as the owner of all the Apartments, shall be entitled to exercise all of the rights and privileges of Members.~~

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

~~DB.~~ 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 Apartment.

~~E. — If, as and when Huntington Towers Condominiums other than the~~ Condominium are submitted to condominium ownership, membership in the Association shall be divided into classes ("Class Members") with Apartment Owners in each Huntington Towers Condominium constituting a class, and for so long as Developer owns any Apartments (collectively, "Units"), an additional class comprised of those Units owned by Developer shall also exist as a separate class ("Developer Class"). Each class, except the Developer Class, shall be designated by a numeral denoting the sequence in which the Huntington Towers Condominium was submitted to condominium ownership pursuant to the plan. For example, the Apartment Owners of the first Huntington Towers Condominium submitted to condominium ownership through recordation of a Declaration would be "Class 1 Members."

~~FC.~~ With respect to voting, the following provisions shall apply:

1. ~~Either the Membership as a whole shall vote or the Class Members shall vote, which determination shall be made in accordance with subparagraphs F.2 and I.3 immediately below. In any event, however, e~~Each Apartment shall be entitled to only one (1) vote, which vote shall be exercised and cast in accordance with the applicable Declaration and the Huntington Towers Documents; provided, however, on such matters that a vote of the Developer Class is required, Apartments owned by the Developer shall also have a vote in such class. In the event there is more than one (1) owner with respect to an Apartment as a result of the fee interest in such Apartment being held by more than one (1) person or entity, such owners collectively shall be entitled to only one (1) vote in the manner determined by the applicable Declaration.

2. ~~In matters that require a vote, voting shall take place as follows:~~

~~(a) Matters substantially pertaining to a particular Huntington Towers Condominium or any combination of Huntington Towers Condominiums shall be voted upon only by the Class Members of the applicable Huntington Towers Condominiums and shall be determined by a vote of the majority of such Class Members at any meeting having a proper quorum (as determined in accordance with the Bylaws); and~~

~~(b) Matters substantially pertaining to the Association as a whole shall be voted on by the Membership and shall be determined by a vote of the majority of the~~

~~Membership in attendance at any meeting having a quorum as determined in accordance with the Bylaws); provided, however, such vote shall not be effective until an affirmative vote of the Developer Class is taken if so required by these Articles.~~

~~3. Any decision as to whether a matter substantially pertains to a particular Huntington Towers Condominium or any combination of Huntington Towers Condominiums or to the Association as a whole for purposes of voting, shall be determined solely by the Board. Notwithstanding the foregoing, no action or resolution affecting a Huntington Towers Condominium or any combination of Huntington Towers Condominiums which the Board determines to require the vote of the Members as a whole shall be effective with regard to a Huntington Towers Condominium unless the Class Members of the particular Huntington Towers Condominium or any combination of Huntington Towers Condominiums so affected shall be given the opportunity to also vote on said action or resolution as a class.~~

42. The Membership shall be entitled to elect the Board as provided in Article IX of these Articles.

ARTICLE V

TERM

The term for which this Association is to exist shall be perpetual.

ARTICLE VI

INCORPORATORS

The name and address of the Incorporator of these Articles are as follows: Merle D'Addario, 1151 N.H. 24th Street, Pompano Beach, Florida 33064.

ARTICLE VII

OFFICERS

A. The affairs of the Association shall be managed by a President, one (1) or several Vice Presidents, a Secretary and a Treasurer and, if elected by the Board, an Assistant Secretary and an Assistant Treasurer, which officers shall be subject to the directions of the Board. The Board may employ a managing agent and/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 managing the Association.~~

B. The Board shall elect the President, the Vice President, the Secretary, and the Treasurer, and as many other Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine appropriate. 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 6.1 of the Bylaws); provided, however, 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; provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the same person hold the office of President who holds the office of Secretary or Assistant Secretary.

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 — Merle D'Addario

Vice President — JoAnn Levy

Secretary — Patricia Pfund

Treasurer — Patricia Pfund

ARTICLE IX-VIII

BOARD OF DIRECTORS

A. The number of Directors on the Board of Directors shall be as determined in the Bylaws as amended from time to time. Directors shall be Members of the Association or the spouse of a Member. The number of Directors on the first Board of Directors ("First Board"), the "Initial Elected Board" (as hereinafter defined) and all Boards elected prior to the Annual Members' Meeting following the "Developer's Resignation Event" (as hereinafter defined) shall be three (3). The number of Directors elected by the Members subsequent to the Developer's Resignation Event shall be as provided in Paragraph J of this Article IX. Except for Developer-appointed Directors, Directors must be Members.

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

ADDRESS

1151 N. M. 24th Street Pompano Beach, Florida 33064

1151 N. W. 24th Street Pompano Beach, Florida 33064

1151 N. H. 24th Street Pompano Beach, Florida 33064

Developer reserves the right to designate successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided. Developer reserves the right to

remove any Director from the First Board and the right to remove any Director designated by Developer in accordance with these Articles.

~~C. — If upon the "Majority Election Meeting" (as hereinafter defined), more than one (1) Huntington Towers Condominium has been submitted to condominium ownership, then a class of Directors ("Class Directors") shall be created for each Huntington Towers Condominium in the manner provided for in Paragraph G of this Article IX. Each class shall be designated by a numeral denoting the sequence in which the Huntington Towers Condominium was submitted to condominium ownership pursuant to the plan. For example, the Directors of the first Huntington Towers Condominium submitted to condominium ownership through recordation of a Declaration would be "Class 1 Directors." Each Huntington Towers Condominium's Class Directors thus created, unless otherwise stated herein, shall be three (3) in number.~~

~~D. Upon the conveyance by Developer to Apartment Owners, other than Developer ("Purchaser Members"), of fifteen percent (15%) or more of the "Total Apartments" (as hereinafter defined) in any one (1) Huntington Towers Condominium (as evidenced by the recordation of deeds), including Apartments located within all Phases thereof as contemplated in the applicable Declaration (provided the Developer still holds the right to submit such additional Phases to condominium ownership), the Purchaser Members shall be entitled to elect one third (1/3) of the Board, which election shall take place at the Initial Election Meeting. Developer shall designate the remaining Directors on the Board at the Initial Election Meeting. The Director to be so elected by the Purchaser Members and the remaining Directors to be designated by Developer are hereinafter collectively referred to as the "Initial Elected Board" and shall succeed the First Board upon their election and qualification. Subject to the provisions of Paragraph IX. E below, the Initial Elected Board shall serve until the next Annual Members' Meeting, 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 Purchaser Members are entitled to elect not less than a majority of the Directors on the Board. Developer reserves the right, until such time as the Purchaser Members are entitled to elect not less than a majority of the Directors on the Board, to designate successor Directors to fill any vacancies caused by the resignation or removal of Directors designated by Developer pursuant to this Paragraph IX.D.~~

The term "Total Apartments" means the number of Apartments contemplated for all Huntington Towers Condominiums (less the number of Apartments in any and all Phases of any Huntington Towers Condominium developed as a phase condominium pursuant to the Act, which Developer decides neither to submit as part of such Huntington Towers Condominium as provided in the applicable Declaration nor submit to condominium ownership as a separate Huntington Towers Condominium).

~~E. — Purchaser Members are entitled to elect not less than a majority of the Board upon the happening of any of the following events, whichever shall first occur:~~

~~1. — Three (3) years after sales by Developer of fifty percent (50%) of the sum of the Total Apartments in Huntington Towers Condominiums have been "Closed" (as hereinafter defined); or~~

~~2. Three (3) months after sales by Developer of ninety percent (90%) of the Total Apartments in Huntington Towers Condominiums have been Closed; or~~

~~3. Five (5) years after the sale by Developer of the first Apartment has been closed; or~~

~~4. When all of the Total Apartments in Huntington Towers Condominiums have been completed (as evidenced by the issuance of Certificates of Occupancy for all of same) and some have been sold to Purchaser Members and none of the others are being offered for sale by Developer in the ordinary course of business; or~~

~~5. When some of the Total Apartments in Huntington Towers Condominiums have been conveyed to Purchaser Members and none of the others are being constructed or offered for sale by Developer in the ordinary course of business; or~~

~~6. When Developer, as Developer has the right to do at any time upon written notice to the Association, relinquishes its right to designate a majority of the Board.~~

The term "Closed" shall mean the recording of a deed or an instrument of conveyance to a Purchaser Member amongst the Public Records of the County.

~~F. The election of not less than a majority of Directors by the Purchaser Members shall occur at a meeting of the membership to be called by the Board for such purpose ("Majority Election Meeting").~~

~~G. At the Majority Election Meeting, each class of Purchaser Members shall elect two (2) of the Directors and Developer, until the Developer's Resignation Event shall be entitled to designate one (1) Director for each class. Developer reserves the right, until the Developer's Resignation Event, to name the successor, if any, to any Director it has so designated.~~

~~H. The Board shall continue to be elected by the Members subject to Developer's right to appoint a member to the Board as specified in the Act at each subsequent Annual Members' Meeting, until Developer is no longer entitled to appoint a member to the Board.~~

~~I. The Initial Election Meeting and the Majority Election Meeting shall be called by the Association, through its Board, within sixty (60) days after the Purchaser Members are entitled to elect a Director or the majority of Directors, as the case may be. A notice of meeting shall be forwarded to all Members in accordance with the Bylaws; provided, however, that the Members shall be given at least thirty (30) but not more than forty (40) days' notice of such meeting. The notice shall also specify the number of Directors that shall be elected by the Purchaser Members and the remaining number of Directors designated by Developer.~~

~~J. Developer shall cause all of its designated Directors to resign when Developer no longer holds at least five percent (5%) of the sum of the Total Apartments in all Huntington Towers Condominiums for sale in the ordinary course of business. In addition, Developer may at any time, in its sole discretion, cause the voluntary resignation of all of the Directors designated by it. The happening of either such event is herein referred to as the~~

~~"Developer's Resignation Event". Upon the Developer's Resignation Event, the Directors elected by Members shall elect successor Directors to fill the vacancies caused by the resignation or removal of the Developer's designated Directors. These successor Directors shall serve until the next Annual Members' Meeting and until their successors are elected and qualified; provided, however, nothing herein contained shall be deemed to waive any right to representation on the Board which Developer may have pursuant to the Act. Developer specifically reserves the right to assert any right to representation on the Board it may have pursuant to the Act, notwithstanding that the Developer's Resignation Event may have previously occurred.~~

~~K B.~~ At each Annual Members' Meeting held subsequent to the year in which the Developer's Resignation Event occurs, the number of Directors to be elected shall be determined by the Board Bylaws as amended from time to time.

~~L C.~~ The following provisions shall govern the right of each Director to vote and the manner of exercising such right:

- ~~1. There shall be only one (1) vote for each Director.~~
- ~~2. All of the Directors of the Board shall vote thereon as one (1) body, without distinction as to class, on matters which pertain to this Association or all of the Huntington Towers Condominiums.~~
- ~~3. On matters pertaining exclusively to a Huntington Towers Condominium(s), only the affected Class Directors shall vote thereon.~~
- ~~4. Subject to the provisions of Subparagraphs 1, 2 and 3 immediately preceding, the Board as a whole shall determine whether a matter is subject to a vote of the Directors, shall be voted on by Class Directors or by the entire Board as a whole. In the case of deadlock by the Board, application shall be made to a court of competent jurisdiction to resolve the deadlock.~~

~~§ 3. A majority of the Board of Directors shall constitute a quorum of the Board of Directors to conduct business. In the determination of whether a quorum exists or whether the Board has duly acted with respect to any matter, (a) on matters which are voted on by the Board as a whole, such determination shall be made with respect to the number of all of the Class Directors; and (b) on matters which are voted on by Class Directors, such determination shall be made with respect to the number of Class Directors.~~

~~M. The resignation of a Director who has been elected or designated by Developer and the resignation of an officer of the Association who has been elected by the First Board or the Initial Elected Board shall remise, release, acquit, satisfy, and forever discharge such officer or Director of and from any and all manner of action and actions, cause and 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 Purchaser Members had, now have, or which any personal representative, successor, heir or assign of the Association or Purchaser Members hereafter can, shall or may have against said officer or Director for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of such resignation.~~

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 Huntington Towers Documents, where applicable, and shall include, but not be limited to, the following:

A. ~~Making and collecting Assessments against Class Members to defray the costs of the Common Expenses of each applicable Huntington Towers Condominium; making and collecting assessments for Association Expenses and Recreation Expenses as determined in accordance with the Huntington Towers Agreement; collecting that portion of Recreation Area Expenses attributable to owners in Huntington Towers as determined in accordance with the Huntington Lakes Agreement; collecting that portion of Reserved Land Expenses attributable to owners in Huntington Towers as determined in accordance with the Covenants, Declaration; and making and collecting assessments for Cable Expenses as determined in accordance with the Cable Television and Security System Agreement.~~

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 all Huntington Towers Condominiums.~~

D. ~~Reconstructing Improvements after casualties and losses and making further authorized Improvements within Huntington Towers.~~

E. ~~Making and amending rules and regulations with respect to Huntington Towers.~~

F. ~~Enforcing by legal means the provisions of the Huntington Towers Documents.~~

G. ~~Contracting for the management and maintenance of the Condominium Property, Recreation Area, and Association Areas, and authorizing a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of improvements or portions thereof for which the Association has such responsibility and other services with funds that shall be made available by the Association for such purposes and terminating such contracts and authorizations. The Association and its officers shall, however, retain at all times the powers and duties granted by the Huntington Towers Documents and the Act 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 Elements of any Huntington Towers Condominium, and "Association Property" (as defined in the Act) and assessing the same against Apartments, the 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 Act and the Huntington Towers Documents.~~

~~J. — Paying costs of all power water, sewer and other utility services rendered to the Condominium Property of each of the Huntington Towers Condominiums and not billed directly to Owners of the individual Apartments.~~

~~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. — Approving or disapproving of proposed purchasers of Apartments by gift, devise, or inheritance and other transferees in accordance with the provisions set forth in the Huntington Towers Documents and the Act.~~

~~M. — Voluntary binding arbitration as provided for in Section 718.112(2)(1) of the Act, for the settlement of Internal disputes arising regarding the operation of any Huntington Towers Condominium among Developer, Members, the Association, their agents and assigns, and the provisions of Chapter 718.112(2)(1) are incorporated by reference herein.~~

~~N. — All other powers and duties reasonably necessary to operate and maintain Huntington Towers Condominiums and Association Property, If any, in compliance with the Huntington Towers Documents and the Act.~~

ARTICLE IX

INDEMNIFICATION

Every Director, ~~and every officer and committee member~~ of the Association (and the Directors, ~~and/or officers and committee members~~ as a group) shall be indemnified by the Association against all expenses and liabilities, including counsel fees (at all trial and appellate levels) reasonably incurred by or imposed upon him or them in connection with any proceeding, litigation or settlement in which he may become involved by reason of his being or having been a Director, ~~or officer or committee member~~ of the Association. The foregoing provisions for indemnification shall apply whether or not he is a Director, ~~or officer or committee member~~ at the time such expenses and/or 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 or committee member~~ admits or is adjudged guilty of gross negligence or 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 or committee member~~ may be entitled whether by statute or common law. The indemnification hereby afforded to Directors, ~~and officers and committee members~~ shall also extend to any entity other than the Association found responsible or liable for the actions of such individuals in their capacity as Director, ~~or officer or committee member~~, ~~including, but not limited to Developer.~~

ARTICLE XH

BYLAWS

The Bylaws of the Association shall be adopted by the First Board and thereafter may be altered, amended or rescinded as provided therein, by the affirmative vote of not less than a majority of the Members present at an Annual Members' Meeting or special meeting of the membership and the affirmative approval of a majority of the Board at a regular or special meeting of the Board. In the event of a conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

ARTICLE XIH

AMENDMENTS

~~A. — Prior to the recording of the Declaration amongst the Public Records of the County, these Articles may be amended by an instrument in writing signed by all of the First Board of Directors to these Articles 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 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 Huntington Towers Agreement upon the recording of the Huntington Towers Agreement. This Article XIII is intended to comply with Chapter 617, Florida Statutes.~~

~~B A. After the recording of the first Declaration amongst the Public Records of the County, t~~These Articles may be amended in the following manner:

1. The Board, as a whole, 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 ("Required Notice");
3. At such meeting a vote of the Members ~~and of the Developer Class~~ shall be taken on the proposed amendments. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of all Members entitled to vote thereon ~~unless any Class of Members is entitled to vote thereon as a Class pursuant to Article IV and/or Paragraph XIII.B hereof, in which event the proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of Members of each Class entitled to vote thereon as a Class, the affirmative vote of a majority of the votes of all Members entitled to vote thereon and the approval of the Developer Class; or~~
4. An amendment may be adopted by a written statement signed by all Directors and written consent of Members representing the Voting Interests sufficient to pass

the amendment at a meeting where all members are present and setting forth their intention that an amendment to the Articles be adopted. Where an amendment is passed by written consent in lieu of meeting, those Members not submitting written consent shall be notified in writing of the passage thereof.

~~C. The Developer Class shall be entitled to vote as a Class on all amendments made pursuant to Paragraph XIII.B above.~~

~~D.B.~~ 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 applicable Declaration.

~~E.C.~~ A copy of each amendment shall be certified by the Secretary of State of the State of Florida and, after the recordation of the Huntington Towers Agreement, recorded amongst the Public Records of the County as an amendment to Exhibit B of the Huntington Towers Agreement, and no amendment to these Articles shall be effective until it has been so recorded.

~~F. 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.~~

~~G.D.~~ 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 therefor 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 Apartment or of any "Institutional Mortgagee" (as defined in the Huntington Towers Agreement).

~~H. After the Majority Election Meeting the following shall require the written approval of the Developer Class:~~

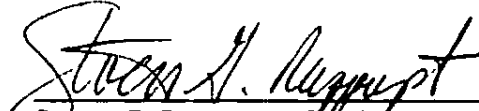
~~1. Assessment of the Developer as an Apartment Owner for "Capital Improvements." The determination of what is a capital improvement rather than ordinary maintenance or repairs, shall be in Developer's sole discretion.~~

~~2. Any action by the Association that would be detrimental to the sales of Apartments by the Developer. What is detrimental to the sales of Apartments shall be in Developer's sole discretion; provided, however, an increase in assessments for Common Expenses of a Huntington Towers Condominium without discrimination against the Developer shall not be deemed detrimental to the sales of Apartments in such Huntington Towers Condominium.~~

ARTICLE XII

ACCEPTANCE

Having been named registered agent to accept service of process for the above-named corporation, I hereby accept to act in this capacity and agree to comply with the provisions of Chapter 48.091, Florida Statutes.


Steven G. Rappaport, Esquire
Registered Agent on Behalf of
Associated Corporate Services, LLC