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(Requestor's Name)

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OFFICE USE ONLY

CORPORATION NAME(S) & DOCUMENT NUMBER(S) (if known):

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(Corporation Name) (Document #)

- ☐ Walk in ☐ Pick up time _____ ☐ Certified Copy
- ☐ Mail out ☐ Will wait ☐ Photocopy ☐ Certificate of Status

NEW FILINGS	
☐	Profit
☐	NonProfit
☐	Limited Liability
☐	Domestication
☐	Other

AMENDMENTS	
☐	Amendment
☐	Resignation of R.A., Officer/Director
☐	Change of Registered Agent
☐	Dissolution/Withdrawal
☐	Merger

OTHER FILINGS	
☐	Annual Report
☐	Fictitious Name
☐	Name Reservation

REGISTRATION/ QUALIFICATION	
☐	Foreign
☐	Limited Partnership
☐	Reinstatement
☐	Trademark
☐	Other

Examiner's Initials _____

ARTICLES OF INCORPORATION
OF
KENSINGTON AT CHAPEL TRAIL HOMEOWNERS' ASSOCIATION, INC.
(Florida Corporation Not For Profit)

In order to form a corporation not for profit under and in accordance with the provisions of Chapter 617 of the Florida Statutes, the undersigned, acting as Incorporator, hereby adopts the following Articles of Incorporation for the purposes and with the powers hereinafter mentioned and does certify and set forth the following:

ARTICLE I
DEFINITIONS

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

1. "Articles" shall mean the Articles of Incorporation of Kensington at Chapel Trail Homeowners' Association, Inc. which have been filed in the office of the Secretary of the State of Florida, a true copy of which is attached hereto, marked Exhibit "B" and incorporated herein by reference, as such Articles may be amended from time to time.

2. "Assessment" shall mean any of the types of assessments defined below in this Section.

(a) "Common Assessment" shall mean the charge against each Owner and his Dwelling Unit, as the case may be, representing a portion of the total costs incurred by the Association in maintaining, improving, repairing, replacing, insuring, managing and operating the Common Facilities together with the charges imposed upon each Owner pursuant to the Master Declaration and this Declaration.

(b) "Special Assessment" shall mean either (i) a charge against one or more (but not all) Owners and their Dwelling Units, as the case may be, equal to the cost incurred by the Association in connection with the enforcement of the provisions of this Declaration; or (ii) a charge against all Owners and their Dwelling Units assessed by the Board to make up actual or anticipated deficits in operating and maintenance accounts resulting from inadequate periodic assessments.

(c) "Reconstruction Assessment" shall mean a charge against each Owner and his Dwelling Unit, as the case may be, representing a portion of the cost incurred by the Association for reconstruction of any portion or portions of the Common Facilities pursuant to the provisions of this Declaration.

(d) "Capital Improvement Assessment" shall mean a charge against each Owner and his Dwelling Unit, as the case may be, representing a portion of the cost incurred by the Association for installation or construction of any Improvements on any portion of the Kensington Neighborhood which the Association may from time to time authorize and which is consented to by the Master Association.

3. "Association" shall mean Kensington at Chapel Trail Homeowners' Association, Inc., a Florida non-profit corporation, and its successors and assigns.

4. "Board" shall mean the Board of Directors of the Association elected in accordance with the By-laws of the Association.

5. "By-laws" shall mean the By-laws of the Association, which have been or shall be adopted by the Board substantially in the form of Exhibit "C" attached hereto and incorporated herein by this reference, as such By-Laws may be amended from time to time.

6. "Common Expenses" shall mean the actual and estimated costs of maintenance, management, operation, repair and replacement of the Common Facilities (including unpaid Common Assessments, Special Assessments, Reconstruction Assessments and Capital Improvement Assessments); the costs of any and all commonly metered utilities and other commonly metered charges for the Common Facilities; costs of management and administration of the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and employees and costs of insurance bonds covering those personnel; the costs of all utilities, gardening and other services benefiting the Common Facilities; the costs of fire, flood, casualty and liability insurance, workmen's compensation insurance, and other insurance covering the Common Facilities; the costs of bonding of the members of the Board and any management body; taxes paid by the Association, including real property taxes, if any, for the Common Facilities; amounts paid by the Association for the discharge of any lien or encumbrance levied against the Common Facilities, or portions thereof; the costs of any other item or items so designated by, or in accordance with, other expenses incurred by the Association for any reason whatsoever in connection with the Common Facilities for the benefit of the Owners; and reserves for capital improvements and deferred maintenance of the Common Facilities. Common expenses shall also mean the actual or estimated regular or special assessments for expenses which the Owners must pay to the Master Association pursuant to the Master Declaration and this Declaration.

7. "Common Facilities" shall mean those certain Improvements created or constructed by Declarant upon the Properties or any portion of the Neighborhood for the common benefit of all Owners of Dwelling Units within the Neighborhood including, but not limited

to, landscaping, perimeter walls, and street lighting.

8. "Declaration" shall mean this instrument as it may be amended from time to time.

9. "Declarant" shall mean and refer to Hunitrail, Ltd., a Florida limited partnership, and any successor or assign thereof, which acquires any of the Properties from the Declarant for the purpose of development and to which Hunitrail, Ltd., specifically assigns all or part of the rights of the Declarant hereunder by an express written assignment recorded in the Broward County, Florida, Public Records.

10. "Declarant's Permittees" shall mean the Declarant's officers, directors, partners, joint venturers, parent, (and the officers, directors and employees of any such corporate or other partner, parent entity or joint venturer), if any, employees, agents, independent contractors (including both general contractors and sub-contractors), suppliers, visitors, licensees and invitees.

11. "Dwelling Unit" or "Unit" shall mean and refer to a constructed dwelling which is designed and intended for use and occupancy as a family residence.

12. "Family" shall mean (a) persons related to one another by blood, marriage, or adoption in the following degrees of kinship only: children, grandchildren, parents, brothers, sisters, aunts, uncles, nieces and nephews, or (b) two single unrelated persons and persons related to them in the degrees of kinship described in subsection (a) above.

13. "Improvement" shall mean all structures or artificially created conditions and appurtenances thereto of every type and kind located upon the Lots or Common Facilities which may, but not necessarily, include, but not be limited to, buildings, swimming pools, spas, cabanas, walkways, sprinkler pipes, road, driveways, parking areas, fences, gazebos, screening walls, retaining walls, berms, stairs, decks, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, poles, lighting poles, signs, exterior air conditioning, heating and water-softener fixtures or equipment and television and cable equipment.

14. "Institutional Mortgage" shall mean a first mortgage upon a Dwelling Unit held by an Institutional Mortgagee.

15. "Institutional Mortgagee" shall mean one or more commercial or savings banks, savings and loan associations, mortgage companies, insurance companies, pension funds, or business trusts including but not limited to real estate investment trusts, and any other lender engaged in financing the purchase, construction, or improvement of real estate, or an assignee of loans made by such lender, or any private or governmental

institution which has insured or guaranteed the loan of the lender, the Declarant, or any combination of the foregoing entities.

16. "Interest" shall mean the maximum nonusurious 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. "Late Charges" shall mean any and all late charges, fees or fines levied by the Association in connection with any unpaid Assessments and costs of collection thereof, including, but not limited to, attorneys' fees and interest on all unpaid amounts, including the unpaid Assessments.

18. "Lot" shall mean one of the plots of land designated or to be designated as a "Lot" (each of which bears a separate identification number) upon which a single Dwelling Unit is permitted to be erected as further described in the Site Plan set forth in Exhibit "D" hereto.

19. "Management Company" shall mean the person, firm or corporation which may be appointed or hired by the Association hereunder as its agent and delegated certain duties, powers or functions of the Association.

20. "Master Association" shall mean the association created pursuant to the Master Declaration.

21. "Master Declaration" shall mean that certain Declaration of Protective Covenants, Restrictions and Easements for Chapel Trail recorded in Official Records Book 15283, Page 283 of the Public Records of Broward County, Florida, as lawfully amended, or supplemented, from time to time.

22. "Member" shall mean any person or entity holding a membership in the Association as provided in Article III. Section 1. herein.

23. "Neighborhood" shall mean all the Properties encumbered by this Declaration.

24. "Owner" shall mean and refer to the person or persons or other legal entity or entities holding fee simple interest of record to any Lot, including Declarant and sellers under the executory contracts of sale but excluding those having such interests merely as security for the performance of an obligation and excluding purchasers under executory contracts of sale of a Lot. For purposes of Article VIII only, unless the context otherwise requires, Owner shall also include the family, invitees, guests, licensees and lessees and sub-lessees of any Owner, and any other permitted occupants of a Dwelling Unit.

25. "Person" shall mean a natural individual or any other entity with the legal right to hold title to real property.

26. "Record, Recorded, Filed and Recordation" shall mean, with respect to any document, the recordation of such document in the office of the Clerk of the Circuit Court of Broward County, Florida.

27. "Rules" shall mean collectively the rules and regulations which the Board may promulgate or impose and thereafter modify, alter, amend, rescind and augment any of the same with respect to the use, operation and enjoyment of the Association and the Association's Common Facilities and any improvements located thereon (including, but not limited to, establishing hour and manner of operation) and provided that such Rules shall not be in conflict with the provisions of the Declaration.

28. "Supplemental Master Declaration" shall mean that certain Supplemental Declaration of Protective Covenants, Restrictions and Easements for Chapel Trail recorded in Official Records Book 15283, Page 283, of the Public Records of Broward County, Florida.

29. "Turnover Date" shall mean the date defined in Article XI of the Articles.

All other capitalized terms not defined herein shall have the meaning ascribed to them, to the extent they are not in conflict with the provisions of this Declaration, or as set forth in the Master Declaration or the Supplemental Master Declaration.

ARTICLE II NAME

The name of this Association will be KENSINGTON HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, whose present address is Post Office Box 820911, South Florida, Florida 33082.

ARTICLE III PURPOSES

The purpose for which this Association is organized is to take title to, operate, administer, manage, lease and maintain the Association Common Facilities as is dedicated to or made the responsibility of the Association in the Declaration, in accordance with the terms and proposes set forth therein; and to conduct any lawful business permitted under the laws of the State of Florida for corporations not for profit in order to carry out the covenants and enforce the provisions of the Declarations and corporate Bylaws.

ARTICLE IV
POWERS

The Association shall have the following powers and 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 Declarations.

B. The Association shall have all of the powers to be granted to the Association in the Declarations.

C. The Association shall have all of the powers reasonably necessary to implement the purposes of the Association, including, but not limited to, the following:

1. To perform any act required or contemplated by it under the Declarations.

2. To make, establish and enforce reasonable rules and regulations governing the use of the Common Facilities or any portions thereof.

3. To make, levy and collect Assessments for the purpose of obtaining funds from its Members for the payment of Association expenses in the manner provided in the Declarations and to use and expend the proceeds of such Assessments in the exercise of the powers and duties of the Association.

4. To administer, manage and operate Kensington and to maintain, repair, replace and operate the Common Facilities in accordance with the Declarations.

5. To enforce by legal means the obligations of the Members and the provisions of the Declarations.

6. To employ personnel, contract with the Master Association, retain independent contractors and professional personnel and enter into service contracts to provide for the maintenance, operation, administration and management of the Common Facilities 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 Common Facilities and to delegate to such professional management certain powers and duties of the Association.

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

8. To deal with other corporations or representatives thereof on matters of mutual interest.

9. 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 Kensington in a proper and aesthetically pleasing condition and to provide the Owners with services, amenities, controls and enforcement which will enhance the quality of the life at Kensington.

ARTICLE V
MEMBERS AND VOTING

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 first deed of conveyance of a Lot from Declarant to an Owner is recorded amongst the Public Records of the County ("First Conveyance"), the Membership of this Association shall be comprised solely of the Declarant.

B. Upon the First Conveyance, the voting rights and Membership of Owners in the Association shall be as hereinafter set forth in these Articles.

C. Membership in the Association for Owners other than Declarant shall be established by the acquisition of record ownership of fee title to a Lot 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 Owner shall terminate as to that Lot. New Members, other than those acquiring title to a Lot from Declarant, shall deliver to the Association a true copy of the deed or other instrument of conveyance of title.

D. With respect to voting, the Members as a whole shall vote, which vote shall be exercised and cast in accordance with the Bylaws.

E. The following provisions shall govern the right of each member to vote and the manner of exercising such right;

1. There shall be only one (1) vote for each Lot and if there is more than one (i) Owner with respect to a Lot as a result of the fee interest in such Lot being held by more than one (1) person, such Owners collectively shall be entitled to only one (1) vote in the manner determined in the Bylaws.

2. The Members shall elect the Board in the manner provided in Article XI of these Articles.

F. A quorum of the Members entitled to vote on any matter

shall consist of the persons entitled to cast fifty-one percent (51%) of all the votes of each Class of Membership. If the required quorum is not present, another meeting may be called subject to notice requirements, and the required quorum at the subsequent meeting shall be thirty-three and one-third percent (33-1/3%) of all votes of each membership, regarding such matter.

G. 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 Lot.

ARTICLE VI TERM

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

ARTICLE VII SUCCESSORS ENTITIES

This Association may not be dissolved without the written consent of Members entitled to cast not less than two-thirds (2/3) of the votes and the consent of not less than two-thirds (2/3) of the Members of the Board.

In the event of the dissolution of the Association, or any successor entity thereto (unless same is reinstated), other than incident to a merger or consolidation, all assets of the Association shall be transferred to either a similar owners association or an appropriate governmental agency or public body having a similar purpose or any Member may petition the applicable Circuit Court of the State of Florida for the appointment of a receiver, to be maintained for the purposes for which the Association, or a successor thereto, was maintaining such assets in accordance with the terms and provisions under which such assets were being held by this Association, or such successor.

ARTICLE VIII INCORPORATOR

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

Robert L. Kaye, Esquire
Kaye & Roger, P.A.
1500 West Cypress Creek Road
Suit 207
Fort Lauderdale, Florida 33309

ARTICLE IX OFFICERS

A. The affairs of the Association shall be managed by the

President of the Association, assisted by one (1) or more Vice Presidents, a Secretary and a Treasurer and, if elected by the Board, one (1) or more Assistant Secretaries and one (1) or more Assistant Treasurers, which officers shall be subject to the direction of the Board.

B. The Board shall elect the President, the Vice President, the Secretary and the Treasurer, and as many 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; provided, however, that such officers may be removed by the 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 member of the Board, but no other officer need be a member of the Board. The same person may hold two offices, the duties of which are not incompatible, provided, however, the office of President and Vice President shall not be held by the same person.

ARTICLE X FIRST OFFICERS

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

President
Secretary
Treasurer

- Daniel Steuber
- Ivan Reich
- Lisa Rosinsky

ARTICLE XI BOARD OF DIRECTORS

A. The number of members of the Board shall be determined by the Board from time to time, but shall not be less than three (3) Directors.

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

<u>Name</u>	<u>Address</u>
<u>Daniel Steuber</u>	<u>19143 NW 12th Ct</u> <u>Pembroke Pines 33029</u>
<u>Lisa Rosinsky</u>	<u>18821 NW 11th Street</u> <u>Pembroke Pines 33029</u>
<u>Ivan Reich</u>	<u>19167 NW 13th Ct</u> <u>Pembroke Pines 33029</u>
<u>Seth Lubin</u>	<u>9 P.O. Box 414162</u> <u>Miami Beach 33141</u>

Ed Tucker

1061 NW 192nd Ave
33029

C. The Members shall elect the Board.

ARTICLE XII
INDEMNIFICATION

Every Director and every officer of the Association shall be indemnified by the Association against all costs, expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding, litigation, arbitration or settlement to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such cost, expense or liability is incurred. Notwithstanding the foregoing, 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 reimbursement as being in the best interest of the Association. Notwithstanding anything contained herein to the contrary, in instances where the Director or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification provisions contained herein shall not apply. Otherwise, the foregoing right of indemnification shall be in addition to and not exclusive of any and all right of indemnification to which such Director or officer may be entitled by common or statutory law.

ARTICLE XIII
BYLAWS

The Bylaws of the Association 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 a conflict between provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

ARTICLE XIV
AMENDMENTS

A. These Articles may be amended only as follows:

1. (a) The Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be at either the annual members' meeting or a special meeting. Any number of proposed amendments may be submitted to the Members and voted upon by them at one meeting.

(b) Written notice setting forth the proposed

amendment or a summary of the changes to be effected thereby shall be given to the members within the time and in the manner provided in the Bylaws for the giving of notice of meetings of Members ("Required Notice").

(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: (i) the affirmative vote of the Members entitled to cast a majority of the votes of the Members; and (ii) the affirmative vote of the majority of the members of the Board.

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

B. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration or any amendments thereto.

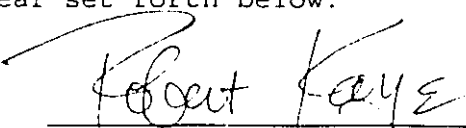
C. A copy of each amendment shall be filed with and certified by the Secretary of State of the State of Florida. After the Declaration is recorded, a certified copy of each amendment or the Articles as restated to include such amendments shall be recorded amongst the Public Records of the County.

D. Notwithstanding the foregoing provisions of this Article XIV, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of: (i) Declarant, including the right to designate and select members of the Board as provided in Article XI hereof, without the prior written consent thereto by Declarant; or (ii) any Institutional Mortgagee without the prior written consent of such Institutional Mortgagee.

ARTICLE XV
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is Kaye & Roger, P.A., 1500 West Cypress Creek Road, Suite 207, Fort Lauderdale, Florida 33309, and the initial registered agent of the Association at that address shall be Kaye & Roger, P.A.

IN WITNESS WHEREOF, the Incorporator has hereto affixed his signatures on the day and year set forth below.



Robert L. Kaye, Esq., Incorporator

ACCEPTANCE OF APPOINTMENT
OF
REGISTERED AGENT

The undersigned hereby accepts the appointment as registered agent contained in the foregoing Articles of Incorporation.



Robert L. Kaye, President

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1995 FEB 27 AM 10:57
SECRET
TALLAHASSEE

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PINES PROPERTY MANAGEMENT, INC.

Phone # 201-300-1000
Fax # 201-300-1001

City/State/Zip

Phone #

600001881906
-07/02/96--01125--007
*****35.00 *****35.00

Office Use Only

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. _____
(Corporation Name) (Document #)
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☐ Walk in

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☐ Certified Copy

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N95000000985
7-1-96
Amend

ARTICLES OF AMENDMENT
to
ARTICLES OF INCORPORATION
of
KENSINGTON AT CHAPEL TRAIL
HOMEOWNERS' ASSOCIATION, INC.

Pursuant to the provisions of Section 617.1006, Florida Statutes, the undersigned Florida Not For Profit corporation adopts the following articles of amendment to its articles of incorporation.

First: Amendment adopted:

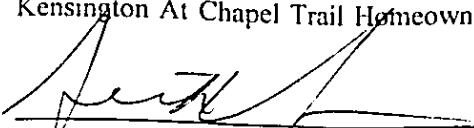
ARTICLE XV
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the registered office of the Association is Pines Property Management, Inc., 17340 Pines Blvd., Pembroke Pines, FL 33029, and the registered agent of the Association at that address shall be Pines Property Management, Inc.

Second: The date of adoption of the amendment was June 11, 1996.

Third: Adoption of Amendment was adopted by the members and the number of votes cast for the amendment was sufficient for approval.

Kensington At Chapel Trail Homeowners' Association, Inc.


Seth D. Lubin, President

June 11, 1996

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