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TALLAHASSEE, FL 32301

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Patricia P. J. J.

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ORDER NO. : 791913

CUSTOMER NO: 10831A

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CUSTOMER: Leonard Lubart, Esq
GREENSPOON MARDER HIRSCHFELD &
RAFKIN
Suite 700
100 West Cypress Creek
Ft. Lauderdale, FL 33309

DOMESTIC FILING

NAME: PALM-AIRE RESORT OWNERS
ASSOCIATION, INC.

☒ ARTICLE OF INCORPORATION
☐ CERTIFICATE OF LIMITED PARTNERSHIP

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

☐ CERTIFIED COPY
☒ PLAIN STAMPED COPY
☐ CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Jeanine Prezeau

EXAMINER'S INITIALS:

T. BROWN JAN - 5 1996

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DIVISION OF CORPORATION

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TALLAHASSEE, FLORIDA

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ARTICLES OF INCORPORATION
OF

PALM-AIRE RESORT OWNERS ASSOCIATION, INC.
(A Florida Corporation Not-For-Profit)

* * *

In order to form a corporation not-for-profit under and in accordance with Chapter 617 of the Florida Statutes, we, the undersigned, hereby associate ourselves into a corporation not-for-profit for the purposes and with the powers hereinafter set forth and, to that end, we do, by these Articles of Incorporation, certify as follows:

ARTICLE I

NAME

The name of this Association shall be PALM-AIRE RESORT OWNERS ASSOCIATION, INC., whose present mailing address is 2700 Palm-Aire Drive North, Pompano Beach, Florida 33069.

ARTICLE II

POWERS OF ASSOCIATION

The Association is being organized in connection with the Vacation Ownership Plan for THE FAIRWAYS OF PALM-AIRE, A VACATION OWNERSHIP RESORT, as evidenced by that certain Declaration of Covenants, Conditions and Restrictions therefor, which is either recorded or shall be recorded in the Public Records of Broward County, Florida. All terms and definitions as set forth in Article I thereof are hereby incorporated herein and made a part hereof. The purposes for which the Association is organized is to maintain, operate and manage the Resort Facility. Unless otherwise specified, the Association shall have all powers set forth herein and in the Plan.

ARTICLE III

POWERS

In addition to such other powers as may be set forth in the Plan, these Articles or the By-Laws, 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 Plan, these Articles, the By-Laws or the Act.

B. The Association shall have all of the powers of an owners 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. Assessments: To levy assessments on the Owners of Time Share Interests and to enforce payments of such assessments.

2. Right of Entry and Enforcement: To enter upon any portion of the Resort Facility for the purpose of enforcing by peaceful means any other provisions of the Plan or for the purpose of maintaining or repairing any such area if, for any reason whatsoever, maintenance is required thereto.

3. Easements and Rights-of-Way: To grant and convey to the Developer, or any third party, easements and rights-of-way in, on, over or under any of the Common Areas for the purpose of constructing, erecting or maintaining therein, thereon or thereunder:

(a) Overhead or underground lines, cables, wires, conduits or other devices for the transmission of electricity for lighting, heating, power, telephone or other purposes;

(b) Public sewers, storm water drains, pipes, water systems, sprinkler systems, water, heating and gas lines or pipes, and similar public or quasi-public improvements or facilities.

4. Transfer, Dedication and Encumbrance: To sell, transfer or encumber all or any portion of the Common Areas located in the Resort Facility, including the private streets, if any, and any other portion of the property owned by the Association, to a person, firm or entity, whether public or private, and the right of the Association to dedicate or transfer all or any portion of the property owned by the Association to any public agency, authority or utility for the purposes and subject to such conditions as may be agreed to by the Members of the Association. No such sale, transfer, encumbrance or dedication shall be effective unless approval by a vote of seventy five (75%) percent of the Members of the Association agreeing to such sale, transfer, encumbrance or dedication. Such vote shall include all Members of the Resort Facility. Notwithstanding anything contained herein to the contrary, until the Developer has transferred control of the Association, as provided in the Plan, the Association shall be permitted to sell, transfer, encumber or dedicate such portion of the Common Areas located on the Resort Facility as, in its sole

discretion, it shall deem appropriate and in the best interests of the development without the consent or vote of the Members of the Association.

5. Employment of Agents: To employ the services of any person or corporation as Manager, or other employees, to, as may be directed by the Board, manage, conduct and perform the business, obligations and duties of the Association and to enter into contracts for such purposes. Such agent shall have the right to ingress and egress over such portions of the Resort Facility or Common Areas as is necessary for the performance of such business, duties and obligations.

6. Employment of Professional Advisors: To employ professional counsel and advise such persons, firms or corporations, such as, but not limited to, landscape architects, recreation experts, planners, lawyers and accountants.

7. Create Classes of Service and Make Appropriate Charges: To create, in its sole discretion, various classes of service and to make appropriate charges therefor for the users thereof, including, but not limited to, reasonable admission and other fees for the use of recreational facilities situated in the Common Areas and to avail itself of any rights granted by law without being required to render such services to those of its Members who do not assent to the said charges and to such other rules and regulations as the Board deems proper. In addition, the Board shall have the right to discontinue any service on nonpayment or to eliminate such services for which there is no demand therefor or adequate funds to maintain the same out of charges.

8. Miscellaneous: To sue and be sued; pay taxes; make and enter into contracts; and insure, enter into leases or concessions and to pass good and marketable title to the Common Areas; dedicate or transfer all or any part of the Common Areas to a public agency, authority or utility for such purposes and subject to such conditions as may be reasonable; make and execute any and all proper Affidavits for various purposes; compromise any action without leave of Court; insure its own liability for claims against it and against its officers, directors, employees and contractors.

9. Three (3) Year Limitation: Notwithstanding anything to the contrary herein, the Developer and its agents are precluded from entering into any contract which binds the Association or its Board for a period in excess of three (3) years, unless reasonable cancellation provisions are included in any such contract.

10. Inspection; Personal Liability: No Member of the Board or any officer of the Association or the Developer or the Manager shall be personally liable to any Owner or to any other party, including the Association for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or

negligence of the Association, the Board, the Manager or any other representative or employee of the Association, the Developer or any officer of the Association, provided that such person, firm or entity has, upon the basis of such information as may be possessed by him, acted in good faith, without willful or intentional misconduct.

ARTICLE IV

MEMBERS

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

A. Until such time as the recordation of the Plan, the Members of this Association shall be comprised solely of the Subscribers ("Subscriber Members") to these Articles; and in the event of the resignation or termination of any Subscriber Member, the remaining Subscriber Members may nominate and designate a successor Subscriber Member. Each of the Subscriber Members shall be entitled to cast one (1) vote on all matters requiring a vote of the Members.

B. Upon the recordation of the Plan, the Subscriber Members' rights and interests shall be automatically terminated, and the Owners, which in the first instance means the Developer as the owner of Time Share Interest(s), shall be entitled to exercise all of the rights and privileges of Members.

C. Membership in the Association shall be established by the acquisition of ownership of a Time Share Interest in the Resort Facility as evidenced by the recording of an instrument of conveyance amongst the Public Records of Broward County, Florida, whereupon the membership in the Association of any prior Owner thereof, if any, shall terminate. New Members shall deliver a true copy of the recorded deed or other instrument of acquisition of title to the Association.

D. No Member may assign, hypothecate or transfer in any manner his membership in the Association or his share in the funds and assets of the Association, except as an appurtenance to his Time Share Interest.

E. Each Member shall be entitled to one (1) vote for each Time Share Interest owned with respect to matters on which a vote by the Owners is required to be taken pursuant to the Plan for the Resort Facility.

ARTICLE V

TERM

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

ARTICLE VI

SUBSCRIBERS

The name and address of the Subscriber to these Articles is as follows:

NAME

LEONARD LUBART

ADDRESS

100 West Cypress Creek Road
Suite 700
Fort Lauderdale, Florida 33309

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.

B. The Board shall elect the President, the Vice President, the Secretary, 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; 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 By-Laws. 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 officers 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 - J.P. OTTINO
Vice President - KEVIN SHEEHAN
Secretary/Treasurer - HENRY M. CAIRO

ARTICLE IX

BOARD OF DIRECTORS

A. The form of administration shall be by a Board of not less than three (3) Directors nor more than fifteen (15) Directors, the exact amount to be determined from time to time by the Board and in accordance with the Plan. The number of Directors initially constituting the Board (as hereinafter defined) shall be three (3).

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

<u>NAME</u>	<u>ADDRESS</u>
J.P. OTTINO	2700 Palm-Aire Drive North Pompano Beach, Florida 33069
KEVIN SHEEHAN	2700 Palm-Aire Drive North Pompano Beach, Florida 33069
HENRY M. CAIRO	2700 Palm-Aire Drive North Pompano Beach, Florida 33069

The Developer reserves the right to appoint all members of the Board of Directors until such time as the Developer is no longer offering Time Share Interests for sale in the Resort Facility. At that time, Owners, other than the Developer, shall be entitled to elect a majority of the Board. Notwithstanding anything contained herein to the contrary, the Developer may, in its sole discretion, relinquish control of the Association to Owners, other than the Developer, prior to the required turnover date.

C. The initial Board shall serve unless successor Developer representatives are appointed or until turnover of control as provided for herein. Unless otherwise provided for herein, vacancies on the Board shall be filled in accordance with the provisions of the By-Laws.

D. At such time as Owners (other than the Developer) are permitted to elect officers and directors of the Association, the Board shall consist of three (3) Directors to be designated by members of the Resort Facility. All voting, election of Directors and expansion of the Board shall be in accordance with the provisions of the Articles and the By-Laws.

ARTICLE X

INDEMNIFICATION

Every Director and every officer of the Association (and the Directors and/or officers 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 of the Association. The foregoing provisions for indemnification shall apply whether or not he is a Director or officer at the time such expenses are incurred. Notwithstanding the above, in instances where a Director or officer admits or is adjudged guilty of 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 indemnifications to which a Director or officer may be entitled whether by statute or common law.

ARTICLE XI

BY-LAWS

The By-Laws 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 By-Laws and the Act. As is set forth in the By-Laws, the By-Laws may be amended by the affirmative vote of not less than a majority of the Members present at an Annual Members Meeting or a special meeting of the Members and the affirmative approval of a majority of the Board at a regular or special meeting of the Board.

ARTICLE XII

AMENDMENTS

A. So long as the Developer has a right to appoint all officers and directors of the Board, as provided for herein, any Amendments may be made by a majority of the Board of Directors

alone, which Amendment shall be signed by the President of the Association and need not be joined in by any other party, provided, however, that such Amendment shall not materially and adversely affect any Owner's property rights.

B. Except for an amendment by the Board of Directors as set forth above, these Articles may only be amended as follows:

1. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting (whether of the Board or of the Members) at which such proposed amendment is to be considered; and,

2. A resolution approving the proposed amendment may be first passed by either the Board or the Members. After such approval of a proposed amendment by one of said bodies, such proposed amendment must be submitted and approved by the other of said bodies. Approval by the Members must be by a vote of a majority of the Members present at a meeting of the membership at which a quorum (as determined in accordance with the By-Laws) is present and approval by the Board must be by a majority of the Directors present at any meeting of the Directors at which a quorum (as determined in accordance with the By-Laws) is present.

C. A copy of each amendment shall be certified by the Secretary of State and recorded amongst the Public Records of Broward County, Florida.

D. Notwithstanding the foregoing provisions, 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, or the provisions hereof, without the prior written consent therefor by Developer.

ARTICLE XIII

REGISTERED AGENT

The name and address of the initial Registered Agent is:

Greenspoon, Marder, Hirschfeld & Rafkin, P.A.
Trade Centre South, Suite 700
100 West Cypress Creek Road
Fort Lauderdale, Florida 33309

IN WITNESS WHEREOF, the Subscriber has hereunto affixed his signature the day and year set forth below.

DATED: _____


LEONARD LUBART

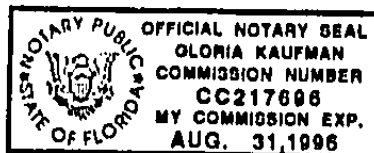
STATE OF FLORIDA)
 : SS.:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared LEONARD LUBART, to me known to be the person described as the Subscriber in and who executed the foregoing Articles of Incorporation, and he acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State aforesaid, this 3rd day of January, 1996.


Notary Public, State of Florida

My commission expires:



ACKNOWLEDGMENT BY DESIGNATED REGISTERED AGENT

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE
STATED NON-PROFIT CORPORATION, AT THE PLACE DESIGNATED IN THIS
CERTIFICATE, I HEREBY ACCEPT TO ACT IN THIS CAPACITY AND AGREE TO
COMPLY WITH THE PROVISION OF SAID ACT RELATIVE TO KEEPING OPEN SAID
OFFICE.

DATED THIS 30 DAY OF January, 1996.

GREENSPOON, MARDER, HIRSCHFELD &
RAFKIN, P.A.

BY: [Signature]

(Registered Agent)

LEONARD LUBART, For the Firm
Assistant Vice President

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

I HEREBY CERTIFY that on this 3 day of January, 1996
personally appeared before me, an officer duly authorized to
administer oaths and take acknowledgments, LEONARD LUBART, to me
known to be the individual described in and who executed the
foregoing instrument as registered agent to the Articles of
Incorporation of PALM-AIRE RESORT OWNERS ASSOCIATION, INC., a
Florida non-profit corporation, and he severally acknowledged to me
that he signed and executed such instrument for the uses and
purposes therein stated.

IN WITNESS WHEREOF, I have set my hand and official seal in
the County and State aforesaid on the day and year last above
written.

[Signature]
Notary Public, State of Florida

My commission expires:

