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ORDER DATE : July 29, 1996

ORDER TIME : 10:17 AM

ORDER NO. : 034802

CUSTOMER NO. 7109989

CUSTOMER: Eric A. Simon, Esq
ERIC A. SIMON, P.A.
Suite 250
9050 Pines Boulevard
Pembroke Pines, FL 33024

FILED
95 JUL 29 PM 2:50
TALLAHASSEE, FL

DOMESTIC FILING

NAME: THE FALLS OF PEMBROKE
ASSOCIATION, INC.

EFFECTIVE DATE:

XXX ARTICLES OF INCORPORATION
 CERTIFICATE OF LIMITED PARTNERSHIP

FILED
95 JUL 29 PM 2:50
TALLAHASSEE, FL

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
 PLAIN STAMPED COPY
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Clint Fuhrman

EXAMINER'S INITIALS:

Smc 7-29-96

ARTICLES OF INCORPORATION

OF

THE FALLS OF PEMBROKE ASSOCIATION, INC.

A FLORIDA CORPORATION NOT-FOR-PROFIT

FILED

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The undersigned incorporator, for the purpose of forming a corporation not-for-profit pursuant to the laws of the State of Florida, Florida Statutes, Chapter 617, hereby adopts the following Articles of Incorporation:

ARTICLE 1. - NAME AND ADDRESS. The name of the corporation is THE FALLS OF PEMBROKE ASSOCIATION, INC., hereinafter referred to as the "ASSOCIATION". The mailing address of the ASSOCIATION is: 1001 S. Bayshore Drive, Suite 201, Miami, Florida 33131.

ARTICLE 2. - PURPOSE. The purposes for which the ASSOCIATION is organized are as follows:

2.1 To operate as a corporation not-for-profit pursuant to Chapter 617 of the Florida Statutes.

2.2 To operate THE FALLS OF PEMBROKE, A CONDOMINIUM pursuant to the Florida CONDOMINIUM ACT, as and when the Declaration of Condominium of The Falls of Pembroke, a Condominium is recorded in the public records in the county in which the Condominium is located with these Articles attached as an exhibit thereto.

2.3 To promote the health, safety, welfare, comfort, and social and economic benefit of the members of the ASSOCIATION.

ARTICLE 3. - DEFINITIONS. The terms used in these ARTICLES and the BYLAWS shall have the same definitions and meanings as those set forth in the Declaration of Condominium of The Falls of Pembroke, a Condominium and in the CONDOMINIUM ACT, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE 4. - POWERS AND DUTIES. The ASSOCIATION shall have the following powers and duties:

4.1 All of the common law and statutory powers of a corporation not-for-profit under the laws of the State of Florida, and the statutory powers set forth in the CONDOMINIUM ACT.

4.2 To administer, enforce, carry out and perform all of the acts, functions, rights and duties provided in, or contemplated by, the DECLARATION, either expressed or implied, and to take any action reasonably necessary or appropriate to operate the CONDOMINIUM pursuant to the DECLARATION, including, but not limited to, the following:

4.2.1 To own, purchase, sell, mortgage, encumber, lease, administer, manage, operate, maintain, improve, repair and/or replace real and personal property.

4.2.2 To make and collect ASSESSMENTS against members of the ASSOCIATION to defray the costs, expenses and losses incurred or to be incurred by the ASSOCIATION, and to use the proceeds thereof in the exercise of the ASSOCIATION'S powers and duties.

4.3 To maintain, repair, replace, reconstruct, add to, and operate the CONDOMINIUM, and other property acquired or leased by the ASSOCIATION for use by its members.

4.4 To purchase insurance upon the CONDOMINIUM and insurance for the protection of the ASSOCIATION, its directors, officers and members, and such other parties as the ASSOCIATION may determine.

4.5 To make and amend reasonable rules and regulations for the use, maintenance, and appearance of, the UNITS and the use of the COMMON ELEMENTS and the ASSOCIATION PROPERTY, and for the health, comfort, safety, welfare, and benefit of the ASSOCIATION'S members.

4.6 To enforce by legal means the provisions of the CONDOMINIUM ACT, the DECLARATION, these ARTICLES, the BYLAWS, and the Rules and Regulations of the ASSOCIATION.

4.7 To contract for the management and maintenance of the CONDOMINIUM and to authorize a management agent or company (which may be the DEVELOPER or an affiliate of the DEVELOPER) to assist the ASSOCIATION in carrying out its powers and duties by performing such functions as the submission of proposals, collection of ASSESSMENTS and other monies owed to the ASSOCIATION, preparation of records, enforcement of rules, and maintenance, repair and replacement of the COMMON ELEMENTS with funds as shall be made available by the ASSOCIATION for such purposes, as well as exercising such other powers and rights delegated to it by the ASSOCIATION, which powers and rights are vested in the ASSOCIATION by virtue of the DECLARATION, these ARTICLES, the BYLAWS and the CONDOMINIUM ACT. The ASSOCIATION and its officers shall, however, retain at all times the powers and duties granted by the DECLARATION and the CONDOMINIUM ACT, including, but not limited to, the making of ASSESSMENTS, promulgation of rules, and execution of contracts on behalf of the ASSOCIATION.

4.8 To employ personnel necessary to perform the obligations, services and duties required of or to be performed by the ASSOCIATION and for the proper operation of the CONDOMINIUM and/or to contract with others, for the performance of such obligations, services and/or duties.

4.9 To contract for cable television and security services for the CONDOMINIUM.

ARTICLE 5. - MEMBERS.

5.1 The members of the ASSOCIATION shall consist of all of the record owners of UNITS. Membership shall be established as to each UNIT upon the recording of the DECLARATION. Upon the transfer of ownership of fee title to, or fee interest in, a UNIT, whether by conveyance, devise, judicial decree, foreclosure, or otherwise, and upon the recordation amongst the public records in the county in which the CONDOMINIUM is located of the deed or other instrument establishing the acquisition and designating the UNIT affected thereby, the new UNIT OWNER designated in such deed or other instrument shall thereupon become a member of the ASSOCIATION, and the membership of the prior UNIT OWNER as to the UNIT designated shall be terminated, provided, however, that the ASSOCIATION shall not have the responsibility or obligation of recognizing any such change in membership until it has been delivered a true copy of the applicable deed or other instrument, or is otherwise informed of the transfer of ownership of the UNIT. Prior to the recording of the DECLARATION, the incorporator shall be the sole member of the ASSOCIATION.

5.2 The share of each member in the funds and assets of the ASSOCIATION, the COMMON ELEMENTS and the COMMON SURPLUS, and any membership in this ASSOCIATION, cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the UNIT for which that membership is established.

5.3 On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each UNIT. In the event any UNIT is owned by more than one person and/or by an entity, the vote for such UNIT shall be cast in the manner provided by the BYLAWS. Any person or entity owning more than one UNIT shall be entitled to one vote for each UNIT owned.

5.4 The BYLAWS shall provide for an annual meeting of the members of the ASSOCIATION and shall make provision for special meetings.

ARTICLE 6. - INCORPORATOR. The name and address of the incorporator is: Jay A. Taplin, Esq., 1500 San Remo Avenue, Suite 220, Coral Gables, FL 33146.

ARTICLE 7. - INITIAL REGISTERED OFFICE ADDRESS AND NAME OF REGISTERED AGENT. The address of the initial registered office of the ASSOCIATION is Jay A. Taplin, Esq.. The initial registered agent of the ASSOCIATION at that address is 1500 San Remo Avenue, Suite 220, Coral Gables, FL 33146.

ARTICLE 8. - DIRECTORS.

8.1 The property, business and affairs of the ASSOCIATION shall be managed by a BOARD which shall consist of not less than three (3) directors, and which shall always be an odd number. The BYLAWS may provide for a method of determining the number of directors from time to time. In the absence of a determination as to the number of directors, the BOARD shall consist of three (3) directors. Except for directors appointed by the DEVELOPER, and except to the extent required in order to elect a full BOARD due to the unwillingness of UNIT OWNERS to serve on the BOARD, directors are required to be UNIT OWNERS, or a shareholder, director, officer or partner of an entity which owns a UNIT.

8.2 All of the duties and powers of the ASSOCIATION existing under the CONDOMINIUM ACT, the DECLARATION, these ARTICLES and the BYLAWS shall be exercised exclusively by the BOARD, its agents, contractors or employees, subject to approval by the members only when specifically required.

8.3 Initially the DEVELOPER shall have the right to appoint all of the directors. When members other than the DEVELOPER own fifteen (15%) percent or more of the UNITS that will be operated ultimately by the ASSOCIATION, the members other than the DEVELOPER shall be entitled to elect not less than one-third (1/3) of the directors. Members other than the DEVELOPER shall be entitled to elect not less than a majority of the directors upon the earlier of the following:

8.3.1 Three (3) years after fifty (50%) percent of the UNITS that will be operated ultimately by the ASSOCIATION have been conveyed to purchasers;

8.3.2 One hundred twenty (120) days after seventy-five percent (75%) of the UNITS that will be operated ultimately by the ASSOCIATION have been conveyed to purchasers;

8.3.3 Three (3) months after ninety (90%) percent of the UNITS that will be operated ultimately by the ASSOCIATION have been conveyed to purchasers;

8.3.4 When all of the UNITS that will be operated ultimately by the ASSOCIATION have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the DEVELOPER in the ordinary course of business;

8.3.5 When some of the UNITS have been conveyed to purchasers and none of the others are being constructed or offered for sale by the DEVELOPER in the ordinary course of business; or

8.3.6 Seven (7) years after the recording of the DECLARATION, or if the ASSOCIATION may ultimately operate more than one (1) CONDOMINIUM, seven (7) years after the recording of the DECLARATION for the first CONDOMINIUM operated by the ASSOCIATION, or if the ASSOCIATION operates a phase condominium created pursuant to Florida Statutes, Section 718.403, seven (7) years after the recording of the DECLARATION creating the initial phase.

8.4 The DEVELOPER is entitled to elect at least one director as long as the DEVELOPER holds for sale in the ordinary course of business at least five (5%) percent of the UNITS in a CONDOMINIUM operated by the ASSOCIATION which contains fewer than 500 UNITS and 2% in a CONDOMINIUM with more than 500 UNITS. Following the time that the DEVELOPER relinquishes control of the ASSOCIATION, the DEVELOPER may exercise the right to vote any DEVELOPER-OWNED UNITS in the same manner as any other UNIT OWNER,

except for purposes of re-acquiring control of the ASSOCIATION or selecting a majority of the directors, that will be operated ultimately by the ASSOCIATION. Thereafter all of the directors shall be elected by the members in the manner determined by the BYLAWS.

8.5 Notwithstanding the foregoing, the DEVELOPER may waive its right to elect one or more directors which it is entitled to elect, by written notice to the ASSOCIATION, and thereafter such directors shall be elected by the members.

8.6 Within 75 days after the members other than the DEVELOPER are entitled to elect one or more directors, the ASSOCIATION shall call, and give not less than 60 days notice of an election for the directors which the members are then entitled to elect. The election shall proceed as provided in the BYLAWS and the CONDOMINIUM ACT. The meeting may be called and the notice given by any UNIT OWNER if the ASSOCIATION fails to do so. Thereafter, the directors which the members are entitled to elect shall be elected at the annual meeting of the members.

8.7 Directors may be removed and vacancies on the BOARD shall be filled in the manner provided by the BYLAWS, however any director appointed by the DEVELOPER may only be removed by the DEVELOPER, and any vacancy on the BOARD shall be appointed by the DEVELOPER if, at the time such vacancy is to be filled, the number of directors appointed by the DEVELOPER is less than the maximum number of directors which may, at that time, be appointed by the DEVELOPER as set forth above.

8.8 The names and addresses of the initial directors, who shall hold office until their successors are appointed or elected, are as follows:

Jack C. Taplin, 1001 S. Bayshore Drive, Suite 201, Miami, Florida 33131.
Eric C. Wilson, 1001 S. Bayshore Drive, Suite 201, Miami, Florida 33131.
Kristine Porraro, 1001 S. Bayshore Drive, Suite 201, Miami, Florida 33131.

ARTICLE 9. - OFFICERS. The officers of the ASSOCIATION shall be a president, vice-president, secretary, treasurer and such other officers as the BOARD may from time to time by resolution create. The officers shall serve at the pleasure of the BOARD, and the BYLAWS may provide for the removal from office of officers, for filling vacancies, and for the duties of the officers. The names of the officers who shall serve until their successors are designated by the BOARD are as follows:

PRESIDENT Jack C. Taplin

VICE PRESIDENT/SECRETARY Eric C. Wilson

VICE PRESIDENT/TREASURER Kristine Porraro

ARTICLE 10. - INDEMNIFICATION.

10.1 The ASSOCIATION shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the ASSOCIATION) by reason of the fact that he is or was a director, employee, officer or agent of the ASSOCIATION, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the ASSOCIATION; and with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; except, that no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the ASSOCIATION unless and only to the extent that the court in which the action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a

presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the ASSOCIATION; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

10.2 To the extent that a director, officer, employee or agent of the ASSOCIATION has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Paragraph 1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

10.3 Any indemnification under Paragraph 1 above (unless ordered by a court) shall be made by the ASSOCIATION only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in Paragraph 1 above. Such determination shall be made (a) by the BOARD by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in written opinion, or (c) by approval of the members.

10.4 Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the ASSOCIATION in advance of the final disposition of such action, suit or proceeding as authorized by the BOARD in the specific case upon receipt of an undertaking by or on behalf of the directors, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the ASSOCIATION as authorized herein.

10.5 The indemnification provided herein shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any BYLAW, agreement, vote of members or otherwise; and as to action taken in an official capacity while holding office, shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

10.6 The ASSOCIATION shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the ASSOCIATION, or is or was serving at the request of the ASSOCIATION as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, as arising out of his status as such, whether or not the ASSOCIATION would have the power to indemnify him against such liability under the provisions of this ARTICLE.

ARTICLE 11. - BYLAWS. The first BYLAWS shall be adopted by the BOARD and may be altered, amended or rescinded in the manner provided by the BYLAWS.

ARTICLE 12. - AMENDMENTS. Amendments to these ARTICLES shall be proposed and adopted in the following manner:

12.1 A majority of the BOARD shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the members, which may be the annual or a special meeting.

12.2 Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each member entitled to vote thereon within the time and in the manner provided in the BYLAWS for the giving of notice of meeting of members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

12.3 At such meeting, a vote of the members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of the entire membership of the ASSOCIATION.

12.4 Any number of amendments may be submitted to the members and voted upon by them at any one meeting.

12.5 If all of the directors and all of the members eligible to vote sign a written statement manifesting their intention that an amendment to these ARTICLES be adopted, then the amendment shall thereby be adopted as though the above requirements had been satisfied.

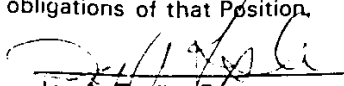
12.6 No amendment shall make any changes in the qualifications for membership nor in the voting rights or property rights of members without approval by all of the members and the joinder of all record owners of mortgages upon the UNITS. No amendment shall be made that is in conflict with the CONDOMINIUM ACT or the DECLARATION. So long as DEVELOPER owns any UNIT, no amendment shall be made without the written joinder of the DEVELOPER.

12.7 No amendment to these ARTICLES shall be made which discriminates against any UNIT OWNER(S), or affects less than all of the UNIT OWNERS without the written approval of all of the UNIT OWNERS so discriminated against or affected.

12.8 Upon the approval of an amendment to these ARTICLES, articles of amendment shall be executed and delivered to the Department of State as provided by law, and a copy certified by the Department of State shall be recorded in the public records of the county in which the CONDOMINIUM is located.

12.9 Notwithstanding anything contained herein to the contrary, any amendment to these ARTICLES made by DEVELOPER, or made by the members prior to the completion and conveyance by DEVELOPER of seventy-five percent (75%) of all of the UNITS which may be ultimately operated by the ASSOCIATION, must be approved by the Federal Housing Administration or by the Veterans Administration if any mortgage encumbering any UNIT is guaranteed or insured by either such agency, if such amendment materially and adversely affects the UNIT OWNERS or the general scheme of development created by the DECLARATION. Such approval shall specifically not be required where the amendment is made to correct errors or omissions or is required to comply with the requirements of any INSTITUTIONAL LENDER, so that such lender will make, insure or guarantee mortgage loans for the UNITS, or as required by any governmental authority. Such approval shall be deemed given if either agency fails to deliver written notice of its disapproval of any amendment to DEVELOPER or the ASSOCIATION within twenty (20) days after a request for such approval is delivered to the agency by certified mail, return receipt requested, or equivalent delivery, and such approval shall be conclusively evidenced by a certificate of DEVELOPER or the ASSOCIATION that the approval was given or deemed given.

WHEREFORE, the Incorporator, and the Initial Registered Agent, have executed these ARTICLES on this 1st day of July, 1996. By executing these ARTICLES, the undersigned registered agent accepts the appointment as registered agent and states that the undersigned is familiar with, and accepts, the obligations of that Position.


Jay A. Taplin, Esq.

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this day of , 19 , by Jay A. Taplin, Esq., as Incorporator and as Registered Agent. He/she is personally known to me or has produced as identification.

NOTARY PUBLIC, State of Florida

My Commission Expires:

12ART

