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TO: DIVISION OF CORPORATIONS

FAX #: (904)922-4001

FROM: EMPIRE CORPORATE KIT COMPANY
CONTACT: RAY STORMONT
PHONE: (305)541-3694

ACCT#: 072450003255

FAX #: (305)541-3770

NAME: NATALIE'S HOMEOWNERS ASSOCIATION, INC.

AUDIT NUMBER.....H96000017305

DOC TYPE.....FLORIDA NON-PROFIT CORPORATION

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ARTICLES OF INCORPORATION
OF NATALIE'S COVE HOMEOWNER'S ASSOCIATION, INC.
a Florida not for profit Corporation

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned does hereby certify:

ARTICLE I
Name

The name of the corporation is NATALIE'S COVE HOMEOWNER'S ASSOCIATION, INC., a Florida not for profit Corporation, hereinafter called the "Association".

ARTICLE II
Address

The initial mailing address of the Association shall be 12116 Natalie Cove Road, Cooper City, FL 33330. The principal office of the Association shall be located at the mailing address or at such other place as may be subsequently designated by the Board of Directors of the Association.

ARTICLE III
Registered Agent

PABLO R. BARED, ESQ., whose address is 13123 SW 64 Court, Miami, Florida 33155 is hereby appointed the initial registered agent of this Association.

ARTICLE IV
Purpose and Powers of the Association

This Association does not contemplate pecuniary gain or profit to the members thereof and shall make no distributions of income to its members, directors or officers. The specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residential lots, common areas and improvements (as defined in the DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS, referred to hereinafter as the "Declaration") according to the provisions of the Declaration, within that certain plat to be recorded among the public records of Broward County, Florida, to wit:

Natalie's Cove, a residential planned development subdivision of Broward County, Florida, according to the plat thereof recorded in the Public Records of Broward County, Florida.

SEE ATTACHED EXHIBIT "A"

And to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose.

This instrument prepared by:
Pablo R. Bared, Esq.
BARED & ASSOCIATES, P.A.
Madison Circle Building
2191 Coral Way, 3rd Floor
Miami, Florida 33145
(305) 443-6183
Florida Bar No. 739405

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The Association shall have the following powers:

(a) To exercise all of the common law and statutory powers of a corporation not for profit organized under the laws of the State of Florida that are not in conflict with the terms of the Declaration, these Articles or the By-Laws of the Association.

(b) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration applicable to the property and recorded or to be recorded in the Public Records of Broward County, Florida and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein by reference as if set forth in its entirety.

(c) To fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all other expenses incident to the conduct of the business of Association, including but not limited to all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(d) To maintain, repair and operate the property of the Association;

(e) To purchase insurance upon the property of the Association and insurance for the protection of the Association and its members as Lot Owners;

(f) To reconstruct improvements after casualty and make further improvements upon the property;

(g) To enforce by legal means the provisions of the Declaration, and the Articles of Incorporation and By-Laws of the Association, and the rules and regulations adopted pursuant thereto;

(h) To employ personnel to perform the services required for proper operation of the Association.

(i) To acquire (by gift, purchase or otherwise), own, hold improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.

(j) To borrow money, and with the assent of 51 percent (51%) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debt incurred;

(k) To dedicate, sell or transfer all or any part of the common areas, if any, to any public agency, authority, or utility for such purposes and subject to such conditions as may be provided in the Declaration. No such dedication or transfer shall be effective unless an instrument has been signed by 51 percent (51%) of each class of members, agreeing to such dedication, sale or transfer;

(l) To participate in mergers and consolidations with other nonprofit

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corporations organized for the same purposes or annex additional residential property and common areas, provided that any such merger, consolidation or annexation shall have the assent of 51 percent (51%) of each class of members unless the annexation involves land and the Developer has reserved the right to annex in the Declaration, in which case the Declaration shall control the annexation.

ARTICLE V **Membership**

Section 1 - Membership Generally:

No person except an owner or a Developer, as such terms are defined in the Declaration, is entitled to membership in the Association; and all Owners shall be either Class A or Class B members of the Association, as provided in this Article.

Section 2 - Class A Membership:

Until termination of Class B membership, as provided in Section 3 of this Article, every Owner who holds record title to a residential lot that is subject to assessment under the Declaration, except a Developer, shall be a Class A member of the Association. Each Class A membership shall be appurtenant to the residential lot and shall be transferred automatically by a conveyance of record title to such lot. An owner of more than one lot is entitled to one Class A membership for each residential lot to which such Owner holds record title. If more than one person holds an interest in any residential lot, all such persons shall be members; provided however, that only one vote shall be cast with respect to any one residential lot. No person other than an Owner may be a Class A member of the Association, and a Class A membership may not be transferred except by a transfer of record title to the residential lot to which it is appurtenant.

Section 3 - Class B Membership:

For the transfer of control from the Developer to the association as defined in the Declaration shall be a Class B member of the Association. The Class B membership shall terminate and be converted to Class A membership upon the occurrence of the following:

(a) The total votes outstanding in Class A membership equals seventy five percent (75%) of the total votes outstanding of Class A and Class B membership combined; or

Upon termination of Class B membership, all provisions of the Declarations, Articles, or By-Laws referring to Class B membership shall be without further force or effect.

ARTICLE VI **Voting Rights**

Section 1 - Class A Voting:

All Class A members shall be entitled to one (1) vote for each residential lot owned. If more than one (1) person holds record title to a residential lot, there shall be only one (1) vote

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cast with respect to such lot, exercised as the owners determine among themselves.

Section 2 - Class B Voting:

The Class B members shall be entitled to one (1) vote for each residential lot owned. In addition, until such time as the Class B membership is converted to Class A membership, the Class B membership shall have a right to veto all questions coming before the membership for vote thereon. There will only be one vote cast with respect to such unit.

ARTICLE VII BOARD OF DIRECTORS

The affairs of this Association shall be managed and governed by a Board of Directors consisting of at least three (3) Directors, who need not be members of the Association. The number of Directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

<u>Name</u>	<u>Address</u>
ROBERTO CURBELO, JR.	8855 SW 27 Street Miami, FL 33165
PAUL KATSIKOS	12115 Natalie Cove Road Cooper City, FL 33330
NIURKA ESQUIVEL	12115 Natalie Cove Road Cooper City, FL 33330

ARTICLE VIII Officers

The affairs of the Association shall be administered by a President, a Vice-President, a Secretary and a Treasurer and such other Officers as may be designated from time to time by the Directors. The Officers shall be elected or designated by the Board of Directors at its first meeting following the filing of these Articles.

ARTICLE IX Indemnification

Every Director and every Officer of the Association, and every member of the Association serving the Association at its request, shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon such person in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his having served the Association at its request, whether or not he is a Director or Officer or member serving the Association at the time such expenses or liabilities are incurred, except when the Director, Officer or member serving the Association is adjudged guilty of willful misfeasance or malfeasance in the

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performance of his duties; provided that in the event of a settlement before entry of judgment, the indemnification shall apply only when the Board of Directors approve such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director, Officer or member serving the Association may be entitled.

ARTICLE X **By-Laws**

The By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded, at a duly noticed regular or special meeting of the members, by an affirmative vote of a majority of all the members present in person or by proxy.

ARTICLE XI **Dissolution**

The Association may be dissolved upon written assent signed by members holding not less than 2/3 (66.67%) of the total number of votes of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or organization to be devoted to such similar purposes.

ARTICLE XII **Term**

The term of the Association shall be perpetual.

ARTICLE XIII **Amendments**

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

Section 1 - Notice:

Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

Section 2 - Vote:

A resolution for the adoption of an amendment may be proposed by either the Board of Director or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such resolutions must be adopted by no less than seventy-five percent (75%) of the votes of the entire membership of the Association.

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Section 3 - Limit on Amendments:

No amendment shall make any changes in the qualifications for membership, nor in the voting rights of members, without approval in writing by all members.

Section 4 - Certification:

A copy of each amendment shall be certified by the Secretary of State.

**ARTICLE XIV
Incorporator**

The name and address of the incorporator of these Articles of Incorporation is as follows:

<u>Name</u>	<u>Address</u>
NIURKA ESQUIVEL	12118 Natalie Cove Road Cooper City, FL 33330

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, I/we, the undersigned, as the incorporator(s) of this Association, have executed these Articles of Incorporation this 9th day of December, 1996.

INCORPORATOR:

Niurka Esquivel
NIURKA ESQUIVEL

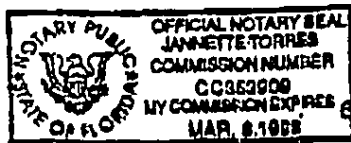
STATE OF FLORIDA)
COUNTY OF DADE)

BEFORE ME, the undersigned authority, an officer duly qualified to take acknowledgments and administer oaths, personally appeared NIURKA ESQUIVEL as incorporator of Natalie's Cove Homeowner's Association, Inc., identified to me via driver's license, and who being first duly sworn by me, depose and says that (he/she/they) executed the foregoing instrument for the purposes therein expressed.

SWORN TO AND SUBSCRIBED BEFORE ME in the State and County named above, this 9th day of December, 1996.

Janette Torres
Notary Public
State of Florida at Large

My Commission Expires:



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EMPIRE CORPORATE KIT

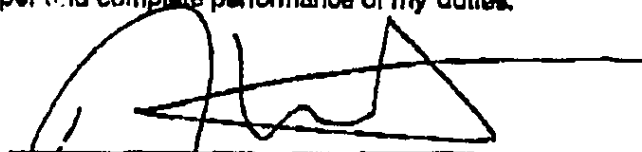
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ACCEPTANCE AS REGISTERED AGENT

Having been named to serve as Registered Agent, to accept service of process, for the above stated non-profit corporation, at the place designated in this certificate,

I HEREBY AGREE TO ACT in this capacity and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.



Registered Agent: PABLO R. BARED, ESQ.

Date: 12-9-96.

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LEGAL DESCRIPTION

That portion of Tracts 39, 40 and 41, in Section 25, Township 50, South, Range 40 East of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1" according to the Plat thereof as recorded in Plat Book 2, Page 17, of the Public Records of Dade County, Florida described as follows:

COMMENCE at the Southwest corner of said Section 25; thence on a Grid North bearing of North 89° 44' 35" East (based on "STONER-KEITH RESURVEY NO. 11" as recorded in Miscellaneous Plat Book 4, at Page 21, Broward County Records) along the South line of said Section 25, a distance of 230.08 feet to a point on the East right-of-way line of Flamingo Road; thence North 01° 47' 01" West along said East right-of-way line and along a line parallel with and 230.00 feet East of (as measured at right angle to) the West line of said Section 25, a distance of 40.01 feet to the POINT OF BEGINNING; thence continue North 01° 47' 01" West along said parallel line a distance of 289.84 feet to the North line of said Tract 41; thence North 89° 44' 24" East along said North line, a distance of 1089.85 feet to the Northeast corner of said Tract 41; thence North 01° 45' 37" West along the West line of said Tract 39, a distance of 329.76 feet to the Northwest corner of said Tract 39; thence North 89° 44' 14" East along the North line of said Tract 39, a distance of 101.54 feet to the West line of Block 5 of "FLAMINGO GARDENS - PHASE THREE"; according to the Plat thereof as recorded in Plat Book 122, at Page 1, of the Public Records of Broward County, Florida; thence South 01° 46' 37" East along the West line of said Block 5, a distance of 619.66 feet to the Southwest corner of Lot 1, Block 5, in said "FLAMINGO GARDENS - PHASE THREE"; thence South 89° 44' 35" West along a line being parallel with and 40.00 feet North of (as measured at right angles to) the South line of said Section 25, a distance of 1191.35 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in Cooper City, Broward County, Florida and containing 278.689 square feet (8.693 acres) more or less.

22K Legal



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