

Sherman & Castro

N960000006406

November 21st, 1996

Secretary of State
Division of Corporations
409 East Gaines Street
Tallahassee, Florida 32301

FILED
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TALLAHASSEE, FL

Re: P & J ESTATES HOMEOWNERS ASSOCIATION, INC.

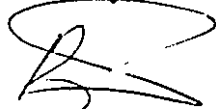
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***122.50 ***122.50

To Whom It may Concern:

In reference to the above captioned, enclosed is an original and one copy of the Articles of Incorporation for filing. Also enclosed is a check in the sum of \$122.50 to cover your fee for same. Please forward a copy of the filed Articles of this corporation to the undersigned at your earliest convenience.

Thank you for your attention to this matter. Should you have any questions regarding the foregoing, please contact me.

Sincerely,



BARBARA SANJURJO
LEGAL ASSISTANT

\BS
ENCLS.

BARBARA GAVE
AUTOMATION BY PHONE TO
CCL ADD PRIN ADDRESS
DA 12/17/96
SCL - M. re

W96-25214

218 Almeria Avenue, Coral Gables, FL 33134. Telephone (305)448-5898 Facsimile (305)445-4458

re 12-3-96



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

December 3, 1996

SHERMAN & CASTRO
218 ALMERIA AVE.
CORAL GABLES, FL 33134

SUBJECT: P & J ESTATES HOMEOWNERS ASSOCIATION, INC.
Ref. Number: W96000025214

We have received your document for P & J ESTATES HOMEOWNERS ASSOCIATION, INC. and your check(s) totaling \$122.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

Section 617.0803, Florida Statutes, requires that the board of directors never have fewer than three directors.

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 (904) 487-6067.

Neysa Culligan
Document Specialist

Letter Number: 896A00054160

Law Offices of
THOMAS G. SHERMAN, P.A.
218 ALMERIA AVENUE
CORAL GABLES, FLORIDA 33134

Telephone (305) 448-5898

Telefax (305) 445-4458

December 12, 1996

Secretary of State
Division of Corporations
409 East Gaines Street
Tallahassee, Florida 32301

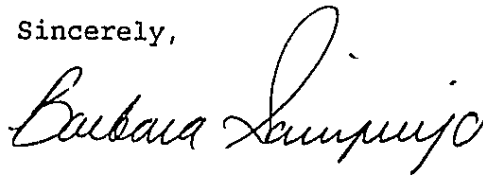
Attention: Neysa Culligan

Re: P & J ESTATES HOMEOWNERS ASSOCIATION, INC.

To Whom It may Concern:

In reference to the above captioned, enclosed is an original and one copy of the Articles of Incorporation for filing and a copy of your letter to us.

Sincerely,

A handwritten signature in cursive script, appearing to read "Barbara Lempert".

TGS:SL
ENCLS.

ARTICLES OF INCORPORATION
FOR
P & J ESTATES HOMEOWNERS
ASSOCIATION, INC.

The undersigned, acting as incorporator, of a non-profit corporation under Chapter 617 of the Florida Statutes, does hereby adopt the following Articles of Incorporation for the corporation.

ARTICLE 1
NAME

The name of the corporation shall be P & J ESTATES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit.

ARTICLE 2
DEFINITIONS

The following words when used in these Articles of Incorporation (unless the context shall prohibit) shall have the following meanings:

2.1 Amendment(s). Any and all amendments to the Declaration, all of which shall be consequently numbered beginning with the First Amendment to the Declaration of Restrictive Covenants for "P & J Estates" and each of which shall be properly adopted pursuant to the terms of the "P & J Estates Documents" (hereinafter defined) and recorded in the Public Records of the County; provided, however, the failure to consequently number such Amendments shall not impair their validity hereunder and such Amendments, to the extent not otherwise numbered, will be deemed to have been numbered in accordance with the chronological order of their appearance in the Official Records of the County.

2.2 Annual Assessment. A share of funds required for the payment of Operating Expenses which is assessed quarterly by the Homeowners Association against an Owner pursuant to the Declaration.

2.3 Articles. These Articles of Incorporation of the Homeowners Association.

2.4 Assessment. The term "Assessment" shall refer generally to Annual Assessments, Special Assessments, and Remedial Maintenance Fees, as applicable.

2.5 Attorney's Fees. All costs, expenses and attorney's fees including, but not limited to, those incurred in all trial, appellate, and post-judgment proceedings and whether or not suit is instituted.

2.6 Board. The Board of Directors of the Homeowners Association.

2.7 P & J Estates. The single-family home community known as "P & J Estates" planned for development upon the Subject Property.

2.8 P & J Estates Documents. The Declaration, the Articles, the Bylaws and all of the instruments and documents referred to or incorporated therein or attached thereto as the same may exist from time to time executed in connection with P & J Estates.

2.9 Bylaws. The Bylaws of the Homeowners Association.

2.10 County. Broward County, Florida.

2.11 Declarant. Valentine Sellati, and his grantees, successors and assigns. An Owner shall not, solely by the purchase of a Residential Unit, be deemed a successor or assignee of Declarant's rights or obligations under the P & J Estates Documents unless such Owner is specifically so designated as a successor or assignee of such rights or obligations in the respective instrument of conveyance or other instrument executed by Declarant.

2.12 Declaration. The Declaration of Covenants and Restrictions for P & J Estates to be recorded in the Public Records of the County, and all Amendments thereto.

2.13 Easement. The easement in favor of the Homeowners Association and the Owners, their successors and assigns, tenants, guests, and invitee across the Easement Property.

2.14 Easement Property. The Private Road and all other portions of the Subject Property not constituting a portion of any Residential Unit.

2.15 Homeowners Association. P & J Estates Homeowners Association, Inc. The Homeowners Association is a non-profit corporate entity and Owners, by their acceptance of a deed conveying property within P & J Estates, thereby acknowledge the valid corporate existence of the Homeowners Association and thereby covenant and agree to respect the corporate identity of the Homeowners Association notwithstanding that Declarant may appoint and/or elect a majority of the Board of such corporate entity.

2.16 Institutional Mortgages. (i) any lending institution having a first mortgage lien upon a Residential Unit including, but not limited to, any of the following institutions: a federal or state savings and loan or building and loan association, bank or real estate investment trust, or mortgage banking company doing business in the State of Florida; (ii) any "Second Mortgage Market Institution" including the Federal National Mortgage Association and Federal Home Loan Mortgage Corporation; (iii) any and all investing or lending institutions, or the successors and assigns of such lenders (herein referred to as the "Lenders") which have loaned money to Declarant to acquire, or construct improvements upon, any portion of the Subject Property and which hold a mortgage upon any portion of the Subject Property and which hold a mortgage upon any portion of the Subject Property securing such a loan; or (iv) Declarant.

2.17 Interest. The highest non-usurious rate allowed by law, and if no such rate is prescribed by law, then eighteen percent (18%) per annum.

2.18. Notice to Owner. The proper placement of a document with postage prepaid in the United States Postal System for delivery by mail to the last known address of the person or entity who appears as Owner of any Residential Unit on the records of the Homeowners Association. It shall be the duty of each Owner to keep the Homeowners Association informed of his current mailing address.

2.19. Operating Expenses. The expenses, other than Remedial Maintenance Fees, for which Owners are liable to the Homeowners Association as described in the Declaration and in the Articles and Bylaws, including but not limited to, the cost and expenses incurred by the Homeowners Association in administering, operating, reconstructing, maintaining, repairing and replacing the Easement Property from and after the date this Declaration is recorded among the Public Records of the County. The Operating Expenses shall be paid through the "Annual Assessment" as determined pursuant to the Declaration.

2.20 Owner. The owner of fees simple title to a Residential Unit located within the Subject Property as shown by the Public Records in the Clerk of the Circuit Court of the County, whether it be the Declarant, one or more persons, firms, associations, corporations, or other legal entities. An Owner shall not mean or refer to a holder of a mortgage or security deed, its successors or assigns, unless and until such holder has acquired title pursuant to foreclosure proceedings or by deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

2.21 Plat. The plat of P & J Estates recorded in Official Records Book 161 at Page 23 of the Public Records of the County. The real property depicted and described by the Plat is herein referred to as the "Subject Property".

2.22 Private Road. The road and utility easement described and depicted as Exhibit "D" in the Declaration.

2.23 Remedial Maintenance Fee. Those expenses to which "Defaulting Owners" (as defined in the Declaration) may be liable pursuant to the provisions of the Declaration.

2.24 Residential Unit. A lot or parcel, and any improvement thereon, located within the Subject Property designated for residential use and described on Exhibit "E" of the Declaration.

2.25 Special Assessment. An assessment imposed against all Owners equally for an expense which is not an Operating Expense.

2.26 Subject Property. The real property described as Exhibit "A" of the Declaration, together with any other land which may be added to the Declaration in accordance with the terms thereof.

2.26 Turnover Date. The date upon which Declarant elects to turn control of the Homeowners Association over to the Owners.

ARTICLE 3

DURATION

The Homeowners Association shall have perpetual existence.

ARTICLE 4

PURPOSES AND POWERS

4.1. The Homeowners Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide an entity for the maintenance, management, operation, preservation, and architectural control of the Subject Property, upon which will be constructed single family residences. In furtherance of these purposes, the Homeowners Association shall have the powers to:

4.1.1. Exercise all of the powers and privileges and to perform all of the duties and obligations of the Homeowners Association as set forth in the Declaration.

4.1.2. Fix, levy, collect and enforce payment of, by any lawful means, the Annual Assessments and all other assessments described in the Declaration; to enforce through appropriate legal means, the running of the Declaration with the Subject Property; and to pay all Operating Expenses.

4.1.3. Acquire the Easement in the Easement Property, and operate and maintain the Easement Property.

4.1.4. Regulate the construction of any improvements on the Subject Property in accordance with procedures to be set forth in these Articles.

4.1.5. Borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of the property which may now or hereafter be owned by the Homeowners Association as security for money borrowed or debts incurred;

4.1.6. Engage in such other activities as may be to the mutual benefit of Owners;

4.1.7. Participate in mergers or consolidations with other non-profit corporations organized for the same purposes or annex additional property to be subject to the Declaration; and

4.1.8. Delegate to, and contract with, a mortgage company, management company, certified public accountant or financial institution, responsibility for collection of the Assessments.

4.2. Without in any way limiting any of the purposes and powers of the Homeowners Association, the Homeowners Association is hereby empowered to have and to exercise any and all powers, rights and privileges which a non-profit corporation organized under Chapter 617 of the Florida Statutes by law may now or hereafter have or exercise.

ARTICLE 5

MEMBERS

5.1 Membership. Every Owner shall be a member of the Homeowners Association. Membership shall be appurtenant to and may not be separated from ownership of a Residential Unit. Change of

ownership shall be established by recording a deed or other instrument establishing record title to a Residential Unit.

5.2 Voting Rights. The Homeowners Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners except the Declarant (as long as the Class B membership shall exist, and thereafter the Declarant shall be a Class A member to the extent it would otherwise qualify). Each Class A member shall be entitled to one vote for each Residential Unit in which it holds a fee simple interest. When more than one person holds a fee simple interest in a Residential Unit, all such persons shall be members, and the vote for such Residential Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Residential Unit.

Class B. The Class B member shall be the Declarant. The Class B member shall be entitled to one(1) vote for each Residential Unit owned by it, plus two (2) votes for each vote which the Class A members are entitled to cast from time to time. The Class B membership shall cease and terminate on the Turnover Date, whereupon the Class A members shall be obligated to elect the Board and assume control of the Homeowners Association.

5.3 Meetings of Members. The Bylaws of the Homeowners Association shall provide for an annual meeting of Owners, and may make provisions for regular and special meetings or Owners other than the annual meeting.

ARTICLE 6 BOARD OF DIRECTORS

6.1. Management by Directors. The property, business and affairs of the Homeowners Association shall be managed and governed by the Board, which shall consist of not less than one (1) person nor more than six (6) persons, as the members shall from time to time determine. Until the Class B membership has ceased and been converted to a Class A membership, the initial Board of Directors and succeeding Boards shall be comprised of three (3) members. The Bylaws provide for meetings of Directors.

6.2 Initial Board of Directors. The names and addresses of the persons constituting the current Board of Directors, who shall hold qualified successors are duly elected and have taken office, shall be as follows:

<u>NAME</u>	<u>ADDRESS</u>
Valentine Sellati	9400 NW 25th Street Miami, Florida 33172
Patrick A. Sellati	13105 SW 104 Terrace Miami, Florida 33186
Christopher Sellati	12281 Sw 104 Terrace Miami, Florida 33186
Julianna Batusic	13650 Roanoke Street Davie, Florida 33325

At the first annual meeting after the Class B membership has been converted to Class A membership, the members shall determine the number of Directors to be on the Board and shall elect the Directors.

6.3 Election of Members of the Board of Directors. Except for a current Board, Directors shall be elected by the members of the Homeowners Association at the annual meeting of the membership as provided by the Bylaws of the Homeowners Association, and the Bylaws may provide for the method of voting in the election and for removal of Directors from office. All Directors, other than the Directors designated by the Declaration shall be members of the Homeowners Association and shall reside on the Subject Property at least six (6) months of the year.

6.4 Duration of Office. Members elected to the Board of Directors shall hold office for the term of which they are elected,

and thereafter until qualified successors are duly elected and have taken office.

6.5 Vacancies. If a Director elected by the general membership for any person ceases to be a Director, the remaining Directors so elected may elect a successor to fill the vacancy for the balance of the unexpired term.

ARTICLE 7

OFFICERS

7.1 Officers Provided For. Subject to the direction of the Board of Directors, the affairs of the Homeowners Association shall be administered by the officers hereinafter designated, who shall serve at the pleasure of the Board. The officers of the Homeowners Association shall be a President, a Secretary, and a Treasurer, and such other officers (i.e., Vice-Presidents, Assistant Secretaries, and Assistant Treasurers) as the Board may authorize from time to time by resolution.

7.2 Election and Appointment of Officer. The officers of the Homeowners Association, in accordance with any applicable provision of the Bylaws, shall be elected by the Board of Directors for terms of one year and until qualified successors are duly elected have taken office. The Bylaws may provide for the method of voting in the election, for the removal of officers from office, for filling vacancies, and for the duties of the officers. The President shall be a Director; other officers may not be Directors of the Homeowners Association. If the office of President shall become vacant for any reason, or if the President shall be unable or unavailable to act, any Vice-President shall automatically succeed to the office or perform its duties and exercise its powers. If any office other than that of the President shall become vacant for any reason, the Board of Directors may elect or appoint an individual to fill such vacancy.

7.3. Current Officers. The names and addresses of the current officers of the Homeowners Association, who shall hold office until successors are duly elected and have taken office, shall be as follows:

<u>OFFICE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	Valentine Sellati	9400 NW 25 Street Miami, Florida 33172
Secretary	Valentine Sellati	9400 NW 25 Street Miami, Florida 33172
Treasurer	Valentine Sellati	9400 NW 25 Street Miami, Florida 33172

ARTICLE 8

BYLAWS

The Bylaws of the Homeowners Association may be amended, altered, or rescinded at any annual meeting of the Homeowners Association, or at any special meeting duly called for such purpose, on the affirmative vote of a majority of a quorum of members present in person or by proxy at such meeting. The initial Bylaws of the Homeowners Association shall be made and adopted by the Board of Directors.

ARTICLE 9

AMENDMENTS

9.1 Amendments to these Articles shall be proposed and approved by the Board and thereafter submitted to a meeting of the membership of the Homeowners Association for adoption or rejection by vote of a majority of the votes represented in person or by proxy at a meeting at which a quorum is present, provided that prior to the Turnover Date, these Articles may be amended by the Declarant alone without the consent of the members or the Board.

9.2 In case of any conflict between these Articles and the Bylaws, these Articles shall control; and in the case of any conflict between these Articles and the Declaration, the Declaration shall control.

ARTICLE 10

INDEMNIFICATION

10.1 Indemnification. The Homeowners Association shall defend, indemnify and hold Declarant, its partners, and their directors, officers, agents and employees, and the Homeowners Association's Directors, officers, agent and employees (collectively the "Indemnified Parties") harmless from and against any and all claims, suits, actions, threatened actions, injury, loss, liability, damages, causes of action and expenses of any nature ("Indemnified Loss") which may be incurred by Indemnified Parties in connection with or arising directly or indirectly from any personal injury, loss of life, or damage to property on the Subject Property. The indemnification provided in this Section shall apply whether or not any indemnified party is acting in his capacity as Declarant, director, officer or agent at the time any Indemnified Loss is incurred.

10.1.1 Indemnified Losses pursuant to this Section shall include, but not limited to, all costs, attorney's fees, expenses, and liabilities. Indemnified Losses shall also include any and all expenses that any Indemnified Party incurs to enforce its rights under the Declaration or these Articles, including costs incurred in obtaining an order for specific enforcement of any of the provisions, conditions, covenants or restrictions contained in the Declaration or these Articles.

10.2 Limitation of Actions. Notwithstanding anything in the Declaration or these Articles to the contrary, neither the Homeowners Association nor any Owner shall be permitted to bring suit against the Declarant, or its officers, directors, employees or agents for any reason whatsoever.

10.3 Amendment. Notwithstanding anything in these Articles to the contrary, the provisions of this Article 10 shall not be amended, modified or deleted at any time without the prior written consent of the Declarant.

ARTICLE 11

DISSOLUTION

The Homeowners Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3rds) of the votes of the entire membership. Upon dissolution of the Homeowners Association, other than incident to a merger or consolidation, the assets of the Homeowners Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Homeowners Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE 12

APPROVAL OF CONSTRUCTION

12.1 Application for Construction Approval

Prior to the commencement of any clearing, excavation, construction, modifications, or other work incident to constructing any improvements on a lot within the Subject Property ("Residential Lot"), three sets of plans must be submitted to the Homeowners Association for review and approval. The plans may be mailed to: 9400 NW 25 Street, Miami, Florida 33172, or they may be given to any incumbent member of the Board for transmittal to the President of the Homeowners Association. For residential structures, the minimum required plans are:

A. A plot plan, showing the location of the structure on the property, with dimensions to each property boundary line (e.g. setbacks.)

B. Architectural/structural plans, to include a floor plan(s), and an elevation for each side of the structure(s). These drawings, or accompanying specifications, must specify the material and color of all exterior surfaces, including the roof.

C. Landscaping plans, showing the location and type of all landscaping material to be placed on the property as part of the proposed construction.

For fences, walls, and gates, the minimum required plans are:

A. A dimensioned plot plan showing the exact location on the property of the structure, and indicating the height of the fence or wall along its entire length..

B. Specifications for the type of fence posts to be used, the method of anchoring the posts, the type of fence wire, the exterior finish of walls, and the color of paint or stain (if any) to be used on the exterior of fence(s), wall(s), or gate(s).

12. 2. Request for Deviation or Waiver

Any request for deviation from, or waiver of, the applicable covenants or the guidelines presented below must be submitted in writing to the Homeowners Association as part of the initial submission of plans. Such request will be considered by the Homeowners Association as part of the overall review of the application by the Homeowners Association.

12. 3. Approval.

The Homeowners Association will render a decision within 30 calendar days following the receipt of an application for review. The decision (e.g. approval or disapproval, including any conditions) will be entered on all three sets of the submitted drawings and/or specifications, one set of which will be returned to the applicant. Any approval subject to conditions will be considered an interim approval only.

In the event that a properly submitted application for review receives no response from the Homeowners Association within 30 calendar days from receipt by the President, that application shall be deemed to be unconditionally approved. If the Homeowners Association determines that more than 30 days are required for initial consideration of the application, or to allow time for the satisfaction of conditions attached to an interim approval, a written notification to that effect; including the reason(s) for the delay, shall be provided to the applicant.

Should the Homeowners Association be required to seek legal action in the enforcement of applicable covenants, or the guidelines presented below, the offending property owner(s) on behalf of themselves, their family members, guests, or lessee, shall be responsible to the Homeowners Association for all costs incurred in the successful enforcement action, including reasonable attorney's fees.

12. 4. Dispute Resolution.

A. Any decision rendered by the Homeowners Association may be contested by the applicant within 15 days following notification of the decision. The applicant must request a review of the decision by the Homeowners Association and must appear personally at the hearing. The resulting decision of the Homeowners Association shall be final.

12. 5. Architectural Guidelines.

A. All proposed new construction on, improvements to, and uses of a Residential Lot within P & J Estates must conform to all applicable federal, state and county requirements. It is the responsibility of the property owner to be aware of, and to abide by these requirements.

B. No fill material excavated from a Residential Lot may be relocated outside the boundaries of the Residential Lot.

C. The total area of any lake or pond constructed on a Residential Lot shall not be less than 5%, nor more than 25% of the original total land area of the property.

D. The height of fill material temporarily stored on a Residential Lot for more than 60 days shall be no more than five feet above the natural grade level of the storage area.

E. The only site preparation or excavation permitted prior to the issuance of a Broward County building permit shall be for the elevation of a building floor slab, driveway, or to establish approved drainage.

F. When the location of a satellite "dish" antenna is clearly visible from the adjacent streets or dwellings, the antenna must be screened from view with appropriate landscaping or a structure approved by the Homeowners Association.

G. The exterior surfaces of residential buildings, other than brick, should be painted or stained in an earth-tone or light-hued color. The choice of exterior colors is subject to Homeowners Association approval.

H. The type and color of roofing material is subject to Homeowners Association approval. Roofing material shall be concrete tile, clay tile, cedar shake, or other approved roofing material.

I. The use of a chain-link material is prohibited for the portion(s) of boundary fences which front on a road.

J. Boats, tractors, trailers, commercial vehicles, RV's and farm implements which are parked or stored on a Residential Lot shall be hidden from the view of adjacent roads or residential buildings on adjacent properties. The method of screening must be approved in advance by the Homeowners Association.

K. Any approved excavation which has not been completed within one year of the original approval date, shall be resubmitted to the Homeowners Association for review.

L. The elevation of the house floor slab shall not be more than three feet above the level required by the Broward County Health Department for proper wastewater and sewage flow.

M. Prior to the onset of any excavation or construction activity, the property owner must assure that a suitable construction entrance is provided to the property in accordance with the approved site plan. Such construction entrance must not interfere with normal drainage of the area. All culverts installed on a property must meet Broward County requirements, and must be installed and maintained to provide free drainage flow.

N. The repair of damage to existing roads at the point of connection of driveways and/or construction entrances shall be the responsibility of the property owner. All repair must be approved in advance by the Homeowners Association, and shall result in a road condition equal to that of the adjacent, undamaged area of the road.

O. Removal from a property of more than 25% of the existing trees or natural vegetation shall require prior approval of the Homeowners Association.

P. The use of carports attached to residential structures is prohibited.

ARTICLE 13
REGISTERED OFFICE AND AGENT

The street address of the registered office and the Homeowners Association is 9400 NW 25th Street, Miami, Florida 33172, and the name of the registered agent of the Homeowners Association at that address is Nicholas Duarte. This is also Principal office and mailing address.

IN WITNESS WHEREOF, the incorporator of the Homeowners Association has executed these Articles of Incorporation this 20th day of September, 1996.

Nicholas Duarte

Nicholas Duarte, Incorporator

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 20 day of September, 1996 by Nicholas Duarte, who is personally known to me or who has produced PERSONALLY KNOWN TO ME as identification.

A. Rodriguez

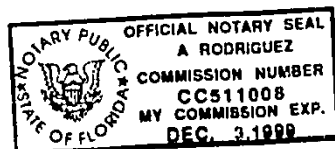
Name: A. RODRIGUEZ

My Commission Expires:

Notary Public, State of Florida
Commission No.: 00511008

(Notarial Seal)

Dec. 3 1999



ACKNOWLEDGEMENT BY REGISTERED AGENT

Having been named to accept service of process for the above styled corporation, at the place designated in these Articles of Incorporation, I hereby agree to act in this capacity and to comply with the provisions of the Florida General Corporation Act relative to keeping open said office.

Nicholas Duarte

Nicholas Duarte
Registered Agent

FILED
96 DEC 16 AM 10:40
CLERK OF DISTRICT COURT
JANUARY 1997