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REFERENCE : 707764 109203A

AUTHORIZATION :

Patricia Pajito

COST LIMIT : \$ 70.00

ORDER DATE : February 16, 1998

ORDER TIME : 12:07 PM

ORDER NO. : 707764-005

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CUSTOMER NO: 109203A

CUSTOMER: Mr. Neil Eisenstein
KODSI & EISENSTEIN, P.A.

One Cypress Plaza, Suite 302
701 W. Cypress Creek Road
Fort Lauderdale, FL 33309

DOMESTIC FILING

NAME: THE VINEYARD OF BOCA RATON
HOME OWNERS ASSOCIATION, INC.

EFFECTIVE DATE:

XX ARTICLES OF INCORPORATION
 CERTIFICATE OF LIMITED PARTNERSHIP

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

 CERTIFIED COPY
XX PLAIN STAMPED COPY
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Brenda Phillips

EXAMINER'S INITIALS:

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98 FEB 16 PM 2:28

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DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF
THE VINEYARDS of Boca Raton Home Owners Association, Inc.
(A Florida Corporation Not For Profit)

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SECRETARY OF STATE
DIVISION OF CORPORATIONS
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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 hereby incorporates the corporation not for profit for the purposes and with the powers hereinafter set forth and, to that end, the undersigned, by these Articles of Incorporation, certifies as follows:

ARTICLE I
DEFINITIONS

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

1. "Articles" mean these Articles of Incorporation and any amendments thereto of the Association.
2. "Association" means THE VINEYARDS of Boca Raton Home Owners Association, Inc., a Florida corporation not for profit.
3. "Association Expenses" mean the expenses for which Owners are liable to the Association as described in the Documents and include, but are not limited to, the costs and expenses incurred by the Association in administering, operating, reconstructing, maintaining, financing, repairing, replacing or improving the Association Property, or any portion thereof and improvements thereon and all costs and expenses incurred by the Association in carrying out its powers and duties under the Documents.
4. "Association Property" means the property more particularly described in Paragraph 4.2 of the Declaration.
5. "Board" means the Board of Directors of the Association.
6. "Bylaws" mean the Bylaws of the Association.
7. "County" means Palm Beach County, Florida.
8. "Declaration" means the Declaration of Protective Covenants, Restrictions and Basements for THE VINEYARDS OF BOCA RATON which is intended to be recorded amongst the Public Records of the County, and any amendments thereto.
9. "Developer" means Royal Developers, Inc., a Florida corporation, its successor and assigns; provided, however, that a purchaser of a Lot shall not be deemed a successor or assign of Developer unless such purchaser is specifically so designated as such by Developer.
10. "Director" means a member of the Board.
11. "Documents" mean in the aggregate the Declaration, these Articles, the Bylaws, and all of the instruments and documents referred to therein or referred to herein, including, but not limited to, amendments to any of the foregoing, as applicable.
12. "House" means a residential house intended as an abode for one family constructed on the Subject Property.
13. "THE VINEYARDS OF BOCA RATON" means the residential community planned for development upon the Subject Property committed to land use under the Declaration which is intended to be comprised of Sixty Eight (68) single family units and the Association Property (hereinafter referred to as "THE VINEYARDS").
14. "Member" means a member of the Association.
15. "Owner" means the owner(s) of the fee simple title to a Lot and includes Developer for so long as it is the owner of the fee simple title to a Lot.

16. "Subject Property" means the real property designated as "THE VINEYARDS" and more particularly described on Exhibit A to the Declaration.

17. "THE VINEYARDS OF BOCA RATON" means the name given to the planned residential development being developed by Developer in the County in accordance with the Declaration.

ARTICLE II NAME

The name of this corporation shall be THE VINEYARDS of Boca Raton Home Owners Association, Inc., a Florida corporation not for profit, whose present address is 1499 W. Palmetto Park Road, Suite 200, Boca Raton, Florida 33486.

ARTICLE III PURPOSES

The purpose for which this Association is organized is to take title to, operate, administer, manage, lease and maintain the Association Property in accordance with the terms of, and purposes set forth in the Documents, to maintain the Association Property and the Recreational Facilities, and to carry out the covenants and enforce the provisions of the Documents.

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.

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

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 Documents.

2. To make, establish, amend and enforce reasonable rules and regulations governing the Subject Property and the use of the Association Property.

3. To make, levy and collect assessments for the purpose of obtaining funds from its Members to pay Association Expenses and costs of collection, including the operational expenses of the Association and to use and expend the proceeds of assessments in the exercise of the powers and duties of the Association.

4. To administer, manage and operate the Subject Property and to maintain, repair, replace and operate the Association Property and the Recreational Facilities in accordance with the Documents.

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

6. To employ personnel, retain independent contractors and professional personnel and enter into service contracts to provide for the maintenance, operation, administration and management of the Association Property and Recreational 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 Association Property 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 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 the Subject Property in a proper and aesthetically pleasing condition and to provide the Owners with services, amenities, controls and enforcement which will enhance the quality of life at THE VINEYARDS.

9. Notwithstanding anything contained herein to the contrary, the Association shall be required to obtain the approval of three-fourths (3/4) of all Members (at a duly called meeting of the Members at which a quorum is present) prior to the payment of legal or other fees to persons or entities engaged by the Association for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

- a) the collection of assessments; or
- b) the collection of other charges which Owners are obligated to pay pursuant to the Documents; or
- c) the enforcement of any applicable use and occupancy restrictions contained in the Documents; or
- d) in an emergency where waiting to obtain the approval of the Members creates a substantial risk of irreparable injury to the Association Property or to Member(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of three-fourths [3/4] of the Owner); or
- e) filing a compulsory counterclaim.

ARTICLE V MEMBERS AND VOTING

The qualification of Members of the Association, the manner of their admission to 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 Developer to an Owner is recorded amongst the Public Records of the County ("First Conveyance"), the membership of the Association shall be comprised solely of Developer. Developer shall be entitled to cast one (1) vote on all matters requiring a vote of the membership.

B. Upon the First Conveyance, Developer shall be a Member as to each of the remaining Lots until each such Lot is conveyed to another Owner, and thereupon and thereafter each and every Owner, including Developer as to Lots owned by Developer, shall be Members and exercise all of the rights and privileges of Members.

C. Membership in the Association for Owners other than Developer shall be established by the acquisition of ownership of fee title to a Lot as evidenced by the recording of an instrument of conveyance amongst the Public Records of the County. Where title to a Lot is acquired by conveyance from a party other than Developer by means of sale, gift, inheritance, devise, judicial decree or otherwise, the person, persons or entity thereby acquiring such Lot shall not be a Member unless or until such Owner shall deliver a true copy of a deed or other instrument of acquisition of title to the Association.

D. The Association shall have two (2) classes of voting membership:

1. "Class A Members" shall be all Members, with the exception of Developer, and shall be entitled to one (1) vote for each Lot owned.

2. "Class B Members" shall be Developer who shall be entitled to three (3) votes for each Lot owned by Developer. Class B membership shall cease and be converted to Class A membership upon the earliest to occur of the following events ("Turnover Date"):

(I) Four (4) months after the conveyance of seventy-five percent (75%) of the "Total Developed Lots" by Developer as evidenced by the recording of instruments of conveyance of

such Lots amongst the Public Records of the County; or

(II) Five (5) years following the conveyance of the first Lot to an Owner other than Developer; or

(III) At such time as Developer shall designate in writing to the Association.

E. The designation of different classes of membership are for purposes of establishing the number of votes applicable to certain Lots and nothing herein shall be deemed to require voting solely by an individual class on any matter which requires the vote of Members, unless otherwise specifically set forth in the Documents.

F. No Member may assign, hypothecate or transfer in any manner his membership in the Association except as an appurtenance to his Lot.

G. Any Member who conveys or loses title to a Lot by sale, gift, devise, bequest, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, no longer be a Member with respect to such Lot and shall lose all rights and privileges of a Member resulting from ownership of such Lot.

H. There shall be only one (1) vote for each Lot except for Developer-owned Lots as set forth herein. If there is more than one Member with respect to a Lot as a result of the fee interest in such Lot being held by more than one person, such Members collectively shall be entitled to only one (1) vote. The vote of the Owners of a Lot owned by more than one natural person or by a corporation or other legal entity shall be cast by the person named in a corporation or other legal entity shall be cast by the person named in a certificate signed by all of the Owners of the Lot, or, if appropriate, by properly designated officers, partners or principals of the respective legal entity, and filed with the Secretary of the Association, and such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not filed with the Secretary of the Association, the vote of such Lot shall not be considered for a quorum or for any other purpose.

Notwithstanding the foregoing provisions, whenever any Lot is owned by a husband and wife they may, but shall not be required to, designate a voting member. In the event a certificate designating a voting member is not filed by the husband and wife, the following provisions shall govern their right to vote:

1. Where both are present at a meeting, each shall be regarded as the agent and proxy of the other for purposes of casting the vote for each Lot owned by them. In the event they are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.

2. Where only one (1) spouse is present at a meeting, the person present may cast the Lot vote without establishing the concurrence of the other spouse, absent any prior written notice to the contrary by the other spouse. In the event of prior written notice to the contrary to the Association by the other spouse, the vote of said Lot shall not be considered.

3. Where neither spouse is present, the person designated in a limited proxy signed by either spouse may cast the Lot vote, absent any prior written notice to the contrary to the Association by the other spouse or the designation of a different limited proxy by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a different limited proxy by the other spouse, the vote of said Lot shall not be considered. Notwithstanding the foregoing, proxies may not be used for voting in elections.

I. A quorum shall consist of persons entitled to cast at least one-third (1/3) of the total number of votes of the Members.

ARTICLE VI TERM

The term for which this Association is to exist shall be perpetual. In the event of dissolution of the Association (unless same is reinstated), other than incident to a merger or consolidation, all of the assets of the Association shall be conveyed to a similar homeowners' association or a public agency having a similar purpose, or any Member may petition the appropriate circuit court of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and its properties in the

place and stead of the dissolved Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties.

ARTICLE VII INCORPORATOR

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

NEIL EISENSTEIN
1499 W. Palmetto Park Road, Suite 200
Boca Raton, Florida 33486

ARTICLE VIII OFFICERS

The affairs of the Association shall be managed by the President of the Association, assisted by the Vice President(s), Secretary and Treasurer, and, if any, by the Assistant Secretary(ies) and Assistant-Treasurer(s), subject to the directions of the Board.

The Board shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine. The President shall be elected from amongst the membership of the Board, but no other officer need be a Director. The same person may hold more than one office, the duties of which are not incompatible; provided, however, the office of President shall not be held simultaneously by the Vice President, Secretary or Assistant Secretary.

ARTICLE IX FIRST OFFICERS

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

President - Elie Berdugo
Vice President - IsaacKodsi
Secretary/Treasurer - Daniel Kodsi

ARTICLE X BOARD OF DIRECTORS

A. The number of Directors on the first Board of Directors of the Association ("First Board") who are to serve until the "Initial Elected Board" (as hereinafter defined) shall be three (3). The number of Directors elected by the Members subsequent to the "Developer's Resignation Event" (as hereinafter defined) shall be determined by the board prior to each meeting at which Directors are to be elected. Except for Developer-appointed Directors, Directors must be Members or spouses of Members. There shall be only one (1) vote for each Director.

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

<u>NAMES</u>	<u>ADDRESSES</u>
Elie Berdugo	1499 W. Palmetto Park Road, Suite 200 Boca Raton, Florida 33486
Isaac Kodsi	1499 W. Palmetto Park Road, Suite 200 Boca Raton, Florida 33486
Daniel Kodsi	1499 W. Palmetto Park Road, Suite 200 Boca Raton, Florida 33486

Developer reserves the right to replace and/or designate and elect successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided.

C. Developer intends that THE VINEYARDS, when ultimately developed, shall contain an aggregate of 68 Lots.

D. Upon the Turnover Date, the Members other than Developer ("Purchaser Members") shall be entitled to elect not less than a majority of the Board. The election of not less than a majority of the Board by the Purchaser Members shall occur at a special meeting of the membership to be called by the Board for such purpose ("Initial Election Meeting"). The First Board shall serve until the Initial Election Meeting.

E. At the Initial Election Meeting, Purchaser Members shall elect two (2) of the Directors, and Developer, until Developer's Resignation Event, shall be entitled to designate one (1) Director (same constituting the "Initial Elected Board"). Developer reserves and shall have the right, until Developer's Resignation Event, to name the successor, if any, to any Director it has so designated.

F. The Board shall continue to be so designated and elected, as described in Paragraph E above, at each subsequent "Annual Members' Meeting" (as defined in the Bylaws), until the Annual Members' Meeting following Developer's Resignation Event or until he is removed in the manner hereinafter provided.

A Director (other than a Developer-appointed Director) may be removed from office upon the affirmative vote of a majority of Owners, for any reason deemed to be in the best interests of the Owners. A meeting of the Owners to so remove a Director (other than a Developer-appointed Director) shall be held upon the written request of ten percent (10%) of the Owners.

G. The Initial Election Meeting shall be called by the Association, through the Board, within sixty (60) days after the Purchaser Members are entitled to elect a majority of Directors as provided in Paragraph D hereof. A notice of meeting shall be forwarded to all Members in accordance with the Bylaws' provided, however, that the Members shall be given at least fourteen (14) days notice of such meeting. The notice shall also specify the number of Directors who shall be elected by the Purchaser Members and the remaining number of Directors to be designated by Developer.

Upon the earlier to occur of the following events ("Developer's Resignation Event"), Developer shall cause all of its designated Directors to resign:

1. When Developer no longer holds any Lot for sale in the ordinary course of business and all Lots sold by Developer have been conveyed as evidenced by the recording of instruments of conveyance of such Lots amongst the Public Records of the County; or

2. When Developer causes the voluntary resignation of all of the Directors designated by Developer and does not designate replacement Directors.

Upon Developer's Resignation Event, the Directors elected by Purchaser Members shall elect a successor Director to fill the vacancy caused by the resignation or removal of Developer's designated Director. This successor Director shall serve until the next Annual Members' Meeting and until his successor is elected and qualified. In the event Developer's Resignation Event occurs prior to the Initial Election Meeting, the Initial Election Meeting shall be called in the manner set forth in Paragraph G of this Article X, and all of the Directors shall be elected by the Purchase Members at such meeting.

I. At each Annual Members' Meeting held subsequent to Developer's Resignation Event, all of the Directors shall be elected by the Members. At the first Annual Members Meeting held after the Initial Election Meeting, a "staggered" term of office of the Board shall be created as follows:

1. A number equal to fifty percent (50%) of the total number of Directors rounded to the nearest whole number is the number of Directors whose term of office shall be established at two (2) years and the Directors serving for a two (2) year term will be the Directors receiving the most votes at the meeting; and

2. The remaining Directors' terms of office shall be established at one (1) year.

At each Annual Members Meeting thereafter, as many Directors of the Association shall be elected as there are Directors whose regular term of office expires at such time, and the term of office of the Directors so elected shall be for two (2) years expiring when their successors are duly elected and qualified.

J. The resignation of a Director who has been designated by Developer or the resignation of an officer of the Association who has been elected by the First Board shall remise, release, acquit, satisfy and forever discharge such officer or Director of and from any and all manner of action(s), cause(s) of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Association or Purchaser Members had, now have or will have or which any personal representative, successor, heir or assign of the Association or Purchaser Members hereafter can, shall or may have against said officer or Director for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of such resignation, except for such Director's or officer's willful misconduct or gross negligence.

ARTICLE XI INDEMNIFICATION

Each and every Director and officer of the Association shall be indemnified by the Association against all costs, expenses and liabilities, including attorney and paralegal fees, at all trial and appellate levels and post judgment proceedings, reasonably incurred by or imposed upon him in connection with any negotiations, proceeding, arbitration, litigation or settlement in which he becomes involved by reason of his being or having been a Director or officer of the Association, and the foregoing provision for indemnification shall apply whether or not such person is a Director or officer at the time such cost, expense or liability is incurred. Notwithstanding the above, in the event of any such settlement, the indemnification provisions provided in this Article XI shall not be automatic and shall apply only when the Board approves such settlement and reimbursement for the costs and expenses of such settlement as in the best interest of the Association, and in the event a Director or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification provisions of this Article XI shall be in addition to and not exclusive of any and all right of indemnification to which a Director or officer of the Association may be entitled under statute or common law.

ARTICLE XII BYLAWS AND DECLARATION

The Bylaws 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 any conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control. In the event of any conflict between the provisions of these Articles and the provisions of the Declaration, the provisions of the Declaration shall control.

ARTICLE XIII AMENDMENTS

A. Prior to the conveyance by Developer of a Lot to an Owner, these Articles may be amended only by an instrument in writing signed by Developer and filed in the Office of the Secretary of State of the State of Florida.

B. After the conveyance by Developer of a Lot to an Owner, these Articles may be amended in the following manner:

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 the 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 each Member within the time and in the manner provided in the Bylaws for the giving of notice of meetings of Members.

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 the affirmative vote of the Members.

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

C. These Articles may not be amended without the written consent of a majority of the members of the Board.

D. Notwithstanding any provisions of this Article XIII to the contrary, these Articles shall not be amended in any manner which shall prejudice the rights of: (I) Developer, without the prior written consent thereto by Developer, for so long as Developer holds at least one (1) Lot for sale in the ordinary course of business; and (II) any "Institutional Mortgagee" (as such term is defined in the Declaration) without the prior written consent of such Institutional Mortgagee.

E. Notwithstanding the foregoing provisions of this Article XIII, no amendment to these Articles shall be adopted which shall abridge, amend or alter the rights of Developer hereunder including, but not limited to, Developer's right to designate and select members of the First Board or otherwise designate and select directors as provided in Article X hereof, nor shall any amendment to these Articles be adopted or become effective without the prior written consent of Developer.

F. Any instrument amending these Articles shall identify the particular article or articles being amended and shall provide a reasonable method to identify the amendment being made. A certified copy of each of such amendment shall be attached to any certified copy of these Articles, and a copy of each amendment certified by the Secretary of State shall be recorded amongst the Public Records of the County.

ARTICLE XIV REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 1499 W. Palmetto Park Road, Suite 200, Boca Raton, Florida 33486, and the initial registered agent of the Association at that address shall be Neil Eisenstein.

ARTICLE XV DISSOLUTION OF ASSOCIATION

A. Upon dissolution of the Association, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner and order:

1. Real property contributed to the Association without the receipt of other than nominal consideration by the Developer (or its successor in interest) shall be returned to the Developer (whether or not a Member at the time of such dissolution) unless it refuses to accept the conveyance (in whole or in part);

2. Dedication to applicable municipal or other governmental authority of such property (whether real, personal or mixed) as determined by the Board of the Association be appropriate for dedication and which the authority is willing to accept; and

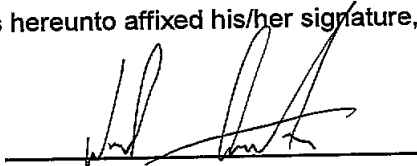
3. The remaining assets shall be distributed among the Members, subject to the limitations set forth below, as tenants in common, each Member's share of the assets to be determined in accordance with his voting rights.

B. The Association may be dissolved upon a resolution to that effect being approved by three-fourths (3/4) of the members of the Board; three-fourths (3/4) of the Members; and the filing of Articles of Dissolution with the Department of State as provided for in Section 617.1403 (1991), Florida Statutes, as amended.

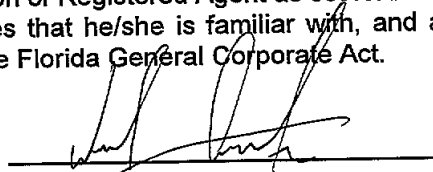
ARTICLE XVI
TRANSACTION IN WHICH OFFICERS ARE INTERESTED

No contract or transaction between the Association and one or more of its Officers, or between the Association and any other corporation, partnership association, or other organization in which one or more of its Officers are directors or officers or have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because Officer is present at or participates in the meeting of the Board or a committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No Officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed his/her signature, this 13th day of February, 199 8.



The undersigned hereby accepts the designation of Registered Agent as set forth in Article XIV of these Articles of Incorporation, and acknowledges that he/she is familiar with, and accepts the obligations imposed upon registered agents under the Florida General Corporate Act.



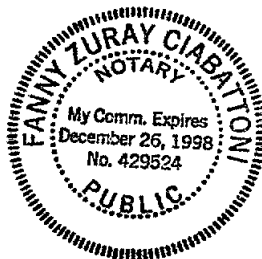
Dated: February 13, 1998

STATE OF FLORIDA)
) ss:
COUNTY OF Broward)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, appeared NEIL EISENSTEIN, to me known to be the person described as Incorporator and Registered Agent of THE VINEYARDS of Boca Raton Home Owners Association, Inc., and he acknowledged before me that he executed the same for purposes therein expressed. He is personally known to me

WITNESS my hand and official seal in the County and State last aforesaid this 13th day of February, 199 8.

Fanny Zuray Ciabattini
Notary Public - State of Florida at Large
PRINT NAME: _____
MY COMMISSION EXPIRES: _____



FILED
SECRETARY OF STATE
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98 FEB 16 PM 2:28