

N 9800000 06958

CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32302
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

Trailside Homeowners
Association, Inc.

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ARTICLES OF INCORPORATION OF
TRAILSIDE HOMEOWNERS ASSOCIATION, INC.,

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DIVISION OF CORPORATIONS

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A FLORIDA CORPORATION NOT FOR PROFIT

The undersigned, a natural person of legal age, who is a citizen of the State of Florida, acting as incorporator of a corporation under Chapter 617 of the Florida Statutes, does hereby adopt the following articles of incorporation for such corporation:

ARTICLE I

NAME

The name of the corporation is TRAILSIDE HOMEOWNERS ASSOCIATION, INC., (hereafter the "Association").

ARTICLE II

PRINCIPAL OFFICE OF THE ASSOCIATION

The principal office of the Association is located at 7150 S W Kanner Highway, Indiantown, Florida 34956.

ARTICLE III

REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 7150 S W Kanner Highway, Indiantown, Florida 34956, and the name of the initial registered agent of this corporation at that address is James A. Burg.

ARTICLE IV

DOCUMENTS AND DEFINITIONS

The words used in these Articles shall have the same meaning as set forth in the Declaration of Covenants and Restrictions for the Association, as amended from time to time (hereinafter called the "Declaration"), to which these Articles of Incorporation shall be attached.

ARTICLE V

PURPOSES OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the Members thereof. The specific purposes for which it is formed are to protect the values and desirability of the property of the Members, to protect the health, safety, welfare and best interests of the Members, provide for the maintenance, preservation and architectural control of the property, and improvements thereto, and perform all of the duties and obligations of the Association as set forth in the Declaration which is to be recorded in the Public Records of Martin County, Florida, including, without limitation, the establishment and enforcement of the payment of assessments and other charges contained therein, and to engage in such other lawful activities as may be to the mutual benefit of the Members and their property.

ARTICLE VI

POWERS OF THE ASSOCIATION

The Association shall have all of the common law and statutory powers of a corporation not-for-profit, which are not in conflict with the terms of these Articles, the By-Laws, and the Declaration. Further, the Association shall have all of the rights, powers and duties reasonably necessary to operate and maintain the Association, and administer the properties pursuant to the Declaration, including without limitation, the following:

1. Exercise all of the powers and privileges, and perform all of the duties and obligations of the Association as set forth in the Homeowners Documents, as the same may be amended from time to time, including without limitation the operation and maintenance of all common property, and the legal pursuit of any claims that the Association may have against any other parties and defense of any claims that any other parties may have against the Association;
2. Fix, levy, collect and enforce payment by any lawful means, all charges and assessments made pursuant to the terms of the Homeowners Documents; to pay all expenses in connection therewith, and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes and governmental charges levied or imposed against any property of the Association;
3. Acquire, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public or other use, or otherwise dispose of real or personal property in connection with the affairs of the Association;
4. Borrow money with the assent of a majority vote of the Board of Directors, hereinafter call the "Board", and with the assent of two-thirds (2/3) of the Members voting in person or by proxy at a meeting duly called for that purpose, and mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money

borrowed or debts incurred;

5. Dedicate, sell or transfer all or any part of the Common Areas to any public agency, authority, utility or service company for such purposes and subject to such conditions as may be agreed upon by the Association. No such dedication shall be effective unless approved by the then Owners of ninety percent (90 %) of all of the Lots, who must vote in person or by proxy at a meeting duly called for that purpose, and the prior written consent of the Declarant has been obtained for as long as Declarant owns one or more lots, and a properly executed instrument certifying the above actions has been recorded in the Public Records of Martin County, Florida.

6. Participate in mergers and consolidations with other nonprofit associations organized for similar purposes, provided that any such action shall have the approval of the then Owners of three fourths (3/4) of all of the Lots, who must vote in person or by proxy at a meeting duly called for that purpose, and evidenced by a properly executed instrument recorded in the Public Records of Martin County, Florida;

7. Promulgate and enforce rules, regulations, bylaws, standards, covenants, restrictions and agreements to effectuate all of the purposes for which the Association is organized, including without limitation, contracting for management and other services to the extent that any powers and duties of the Association may be delegated in accordance with the Homeowners Documents.

ARTICLE VII

MEMBERSHIP

Every record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation, shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Change of Membership in the Association shall be established by recording in the Public Records of Martin County, a deed or other instrument establishing record title to a Lot at Trailside. Upon such recording, the title holder designated by such instrument shall become a Member, and the Membership of the prior title holder shall be deemed terminated as of the date of execution of such instrument.

No action taken by a vote of the Membership of the Association shall be binding upon the Association if taken in the absence of a quorum. Unless and except as otherwise provided for in the Homeowners Documents for certain actions, the Board may determine the number of Members which will constitute a quorum, which shall in no event be less than the Members or the proxies therefor entitled to cast one half (1/2) of the total votes of the Association.

ARTICLE VIII

VOTING RIGHTS

The Association shall have two (2) classes of membership, Class "A" and Class "B", as follows:

A. Class "A" Members shall be all Owners except the Class "B" Member. Class "A" Members shall be entitled to one (1) vote for each Lot owned by such Member. When one or more person or entity is an Owner of any Lot, all such persons and entities shall be Members. The vote for such Lot shall be exercised only by a majority in interest of such Members, and in no event shall more than one vote be cast with respect to any Lot. In the event that co-owners of any Lot are unable to concur in their decision to cast a vote for a lot, they shall lose their right to cast such vote in that instance, but their presence shall be counted towards the determination of a quorum. Further the Lot's vote shall be suspended in the event that more than one (1) Person seeks to exercise it.

B. The Class "B" Member shall be the Declarant. The rights of the Class "B" Member, including the right to approve or withhold approval of actions proposed under the Declaration and the By-Laws, are specified elsewhere in the Declaration and the By-Laws. The Class "B" Member shall be entitled to Seven (7) votes per Lot owned and, in addition, shall be entitled to appoint a majority of the Members of the Board during the Class "B" Control Period. The Class "B" membership shall terminate and become Converted to Class "A" membership on the Turnover Date.

ARTICLE IX

DECLARANT'S RIGHT TO ADMINISTER

Until the Turnover Date, as defined in the Declaration and the By-Laws, and unless otherwise expressly prohibited in the Homeowners Documents or by law for specific instances, any and all powers of the Association and the Board may be exercised solely by Declarant, at Declarant's option invoke its "Right to Administer", and the Association, the Board and the Owners shall be jointly bound thereby. Declarant may select its option to administer anytime after the effective date of the Declaration of Covenants and Restrictions, by placing a memorandum evidencing same in the corporate files of this corporation. The Declarant may also relinquish the above right at any time prior to its expiration, provided that Declarant may not thereafter again exercise such option.

ARTICLE X

BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of Directors, which shall consist of a minimum of Three (3) Directors, who, except for those Directors appointed by Declarant, must be Members of the Association. As long as Declarant owns one or more lots, the Declarant shall have the right to appoint a majority of the Directors. However, during any period of time that Declarant has exercised its Right to Administer, the Board shall consist of one (1) member which shall be appointed by Declarant.

The initial Board of Directors shall consist of the following persons:

NAME	ADDRESS
1. James A. Burg	7150 SW Kanner Highway, Indiantown, FL 34956
2. Wendy Grieve	7150 SW Kanner Highway, Indiantown, FL 34956
3. Lisa Zigliani	7150 SW Kanner Highway, Indiantown, FL 34956

At the Turnover Date, not less than two (2) members of the Board elected on the Turnover Date shall serve for initial terms of one (1) year and the remaining member of the Board shall serve for an initial term of two (2) years. After the Turnover Date, at each annual meeting, Directors shall be elected to take the Board positions of the Members of the Board whose terms have expired.

Directors may be removed, and vacancies on the Board shall be filled, in the manner provided by the Bylaws, provided that any Director appointed by the Declarant may only be removed by the Declarant, and any vacancy on the Board shall be appointed by the Declarant if, at the time such vacancy is to be filled, the Declarant is entitled to appoint such Director.

No action taken by a vote of the Board shall be binding upon the Board or the Association if taken in the absence of a quorum of the Board. A majority of the number of Directors then in office shall constitute a quorum for the transaction of business.

All of the rights, powers and responsibilities of the Association existing under the Homeowners Documents shall be exercised exclusively by the Board, its elected officers, agents, contractors and designees.

ARTICLE XI

OFFICERS

The officers of the Association shall be a President, Vice President, Secretary and Treasurer, and such other officers as the Board may from time to time create by resolution, all of which shall be elected by and serve at the pleasure of the Board under conditions set forth in the Bylaws. The names and addresses of the persons who shall act as the officers of the Association until the election of their successors are as follows:

<u>NAME</u>	<u>OFFICE</u>	<u>ADDRESS</u>
James A. Burg	President	7150 SW Kanner Highway, Indiantown, FL 34956
Wendy Grieve	Treasure	7150 SW Kanner Highway, Indiantown, FL 34956
Lisa Zigliani	Secretary	7150 SW Kanner Highway, Indiantown, FL 34956

The Board shall elect the President, Vice President, Secretary, and the Treasurer, and as many Vice Presidents as the Board shall from time to time determine to be appropriate. Such officers shall be elected annually by the Board at the first meeting of the Board following the Members Annual Meeting, provided, however, such officers may be removed by the Board and other officers elected by the Board in the manner provided in the By-Laws. The President shall be a Director of the Association but no other officer need be a Director. The same person may hold two (2) offices, however, the same person may not be both the President and Vice President, and the same person may not be both the President and the Secretary.

ARTICLE XII

INDEMNIFICATION

The Association shall and does hereby agree to indemnify, defend and hold harmless every Director, every Officer, and every person who is duly appointed by the Association to act as its representative, their heirs, personal representatives, family members, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which said person may be made a party by reason of being or having acted in such a capacity, including reasonable fees for counsel, except in such cases where such person is finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct, and provided that in the event of any claim for such indemnification hereunder which is based upon a settlement, by such party seeking such indemnification, or their legal representatives, the settlement shall apply only if the Board approves such indemnification as being in the best interests of the Association. The foregoing rights shall be in addition to, and not exclusive of, all other indemnification rights to which such person may be entitled, by law or otherwise.

ARTICLE XIII

TRANSACTIONS INVOLVING DIRECTORS OR OFFICERS

No contract or transaction between the Association and one (1) or more of its Directors or Officers, or between the Association and any other corporation, partnership, association, or other organization in which one(1) or more of its officers or directors of this Association shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board or Committee thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that said Director or Officer may be interested in any such contract or transaction.

Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board or of a Committee which authorized the contract or transaction.

ARTICLE XIV

DISSOLUTION

The Association may be dissolved by the approval of the then Owners of Sixty Seven percent (67 %) of all of the Lots, who must vote in person or by proxy at a meeting duly called for that purpose, and evidenced by a properly executed instrument recorded in the Public Records of Martin County, Florida. Upon the 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 or agencies to be used for purposes similar to those for which the 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 purpose.

ARTICLE XV

DURATION

This Association shall exist in perpetuity.

ARTICLE XVI

AMENDMENTS

Notwithstanding the foregoing provisions of these Articles, there shall be no amendment to these Articles which shall abridge, amend or alter the priority of any Institutional Mortgagee, or the validity of any mortgage held by such Institutional Mortgagee without the prior written consent

therefor by such Mortgagee. No amendment shall be made which is in conflict with applicable governmental laws and regulations, or which is in conflict with the Declaration unless a corresponding amendment to the Declaration is also adopted. Prior to the closing of the sale of all of the Lots within the Property by Declarant, no amendment shall make any changes which would in any way change or diminish any of the rights, privileges, powers or options herein provided for Declarant, unless Declarant joins in the execution of such amendment, including without limitation, any right of Declarant to appoint Directors to the Board.

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

1. Amendments may be proposed by a resolution passed by a majority of the entire Board, setting forth the proposed amendment and directing that it be submitted to a vote at a special or annual meeting of the association; or, by a petition signed by twenty-five percent (25%) of the Members and delivered to the Secretary of the Association. Such proposed amendment shall be transmitted to the President of the Association or other Officer acting in the absence of the President, who shall thereupon call a special meeting of the Membership unless the amendment is to be considered at an annual meeting.
2. Written notice of the meeting, 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, in accordance with procedures set forth in the Bylaws. Any number of amendments may be submitted to the Members and voted upon at any one meeting.
3. In order for an amendment to be adopted, the same must be approved by the then Owners of seventy five percent (75%) of all of the Lots, who must vote in person or by proxy at a meeting duly called for that purpose. In the event that a proposed amendment fails to receive said vote, then such proposal shall become null and void. However, an amendment may be resubmitted any number of times by the same method, except that it may be voted upon by the membership only one time in any twelve (12) month period. No provision hereof requiring a certain percentage vote may be amended by a smaller percentage vote.
4. In the event that the then Owners of seventy five percent (75%) of all of the Lots sign a statement manifesting their intention that an amendment to these Articles be adopted, then such amendment shall thereby be adopted as though paragraphs 1, 2 and 3 of this Article XVI have been satisfied.
5. Upon the approval of an amendment to these Articles, the Articles of Amendment shall be executed and delivered to the Department of State of the State of Florida, and a certified copy thereof shall be recorded in the Public Records of Martin County, Florida.
6. During any period of time that Declarant is exercising its Right to Administer, only the Declarant shall be authorized to amend these Articles.

ARTICLE XVII

BYLAWS

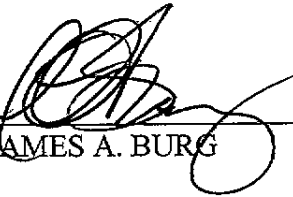
The Bylaws may be amended by a majority of Owners who are voting in person or by proxy at a meeting duly called for such purpose, except that during any period of time that Declarant is exercising its Right to Administer, the Bylaws may only be amended by the Declarant.

ARTICLE XVIII

INCORPORATORS

The names and address of the Incorporator of this corporation is: JAMES A. BURG, 7150 SW KANNER HIGHWAY, INDIANTOWN, FLORIDA 34956.

IN WITNESS THEREOF, for the purpose of forming this corporation named
TRAILSIDE HOMEOWNERS ASSOCIATION, INC., under all of the Common law and
statutory powers of a corporation not for profit under the Laws of the State of Florida, the
undersigned, being the incorporator hereof, has executed these Articles of Incorporation on the
8th day of DECEMBER, 1998



JAMES A. BURG

STATE OF FLORIDA
COUNTY OF MARTIN

I HEREBY CERTIFY that before me personally appeared JAMES A. BURG, to me well
known, and known to me to be the individual acknowledged before me that he did execute said
Articles for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the State and
County aforesaid on this 8th day of DE, 1998.



Joseph D. Grosso, Jr
MY COMMISSION # CC484647 EXPIRES
July 30, 1999
BONDED THRU TROY FAIR INSURANCE, INC.



Notary Public

My Commission Expires:

7/30/99

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR
DOMICILE FOR THE SERVICE OF PROCESS WITHIN FLORIDA
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

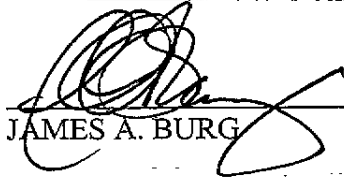
Pursuant to Chapter 48.091, Florida Statutes, and in compliance with the Florida Business Corporation Act, the following is submitted:

TRAILSIDE HOMEOWNERS ASSOCIATION, INC., A FLORIDA CORPORATION NOT FOR PROFIT, with its place of business at 7150 SW Kanner Highway, Indiantown, Florida 34956, has named JAMES A. BURG, located at 7150 SW Kanner Highway, Indiantown, Florida 34956, as its agent to accept service of process within Florida.

ACKNOWLEDGMENT

Having been named to accept service of process for the above-stated corporation, at the place designated in this certificate, I 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, and I am familiar with and accept the duties and obligations of Section 607.0505 of the Florida Business Corporation Act.

Dated December 8, 1998.



JAMES A. BURG

REGISTERED AGENT

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