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August 31, 1999

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Florida Department of State
Division of Corporations
PO Box 6327
Tallahassee, FL 32399

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*****78.75 *****78.75

RE: Articles of Incorporation of
THE ENCLAVE AT INVERRARY HOMEOWNERS ASSOCIATION, INC.

Gentlemen:

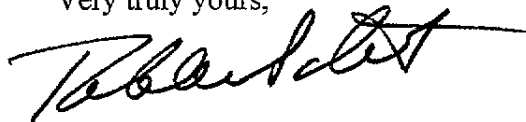
Please find enclosed the original and one (1) copy of the subject Articles of Incorporation.
Upon filing, please return a certified copy of the Articles to the undersigned.

A check in the amount of \$78.75 is enclosed in payment of the following fees:

Filing Fees	\$70.00
Certified Copy/Articles of Incorporation	<u>8.75</u>
	\$78.75

Your prompt attention to this matter will be greatly appreciated.

Very truly yours,



Robert M. Schwartz

Enclosures as noted

cc: Mr. Harry Brooks

R. CHESSEN SEP 8 1999

**ARTICLES OF INCORPORATION
OF
THE ENCLAVE AT INVERRARY HOMEOWNERS ASSOCIATION, INC.
(A Florida Corporation Not For Profit)**

99 SEP -2 PM 1:40
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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 this 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 words and phrases used in these Articles of Incorporation (unless the context clearly reflects another meaning) shall have the meanings ascribed to them in the DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR THE ENCLAVE AT INVERRARY, together with all exhibits thereto (the "Declaration.")

Unless otherwise defined herein, the terms defined in the Declaration are incorporated herein by reference and shall appear in initial capital letters each time such terms appear in these Articles.

**ARTICLE II
NAME**

The name of this corporation shall be THE ENCLAVE AT INVERRARY HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, whose principal address and mailing address is: 5700 Lime Hill Road, Lauderhill, FL 33319

**ARTICLE III
PURPOSES**

The purpose for which the 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 Declaration and to carry out the covenants and enforce the provisions of the Declaration.

**ARTICLE IV
POWERS**

The Association shall have the following powers and shall be governed by the following provisions:

1. The Association shall have all of the common law and statutory powers of a corporation not for profit.

2. The Association shall have all of the powers granted to the Association in the Documents. All of the provisions of the Declaration and Bylaws which grant powers to the Association are incorporated into the Articles.

3. The Association shall have all of the powers reasonably necessary to implement the purposes of the Association, including, but not limited to, the following:

- a. To perform any act required or contemplated by it under the Documents.
- b. To make, establish, amend and enforce reasonable rules and regulations governing the use of the Association Property.
- c. To make, levy and collect "Assessments" (as defined in the Declaration) for the purpose of obtaining funds from the Owners to pay Operating Expenses and other costs defined in the Declaration and costs of collection, and to use and expend the proceeds of Assessments in the exercise of the powers and duties of the Association.
- d. To maintain, repair, replace and operate the Association Property in accordance with the Documents.
- e. To enforce by legal means the obligations of the Members and the provisions of the Documents.
- f. 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 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.
- g. To enter into the Declaration and any amendments thereto and instruments referred to therein.
- h. 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 ENCLAVE AT INVERRARY 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 ENCLAVE AT INVERRARY.
- i. Notwithstanding anything contained herein to the contrary, the Association shall be required to obtain the approval of three-fourths (¾) of all Members (at a duly called meeting of the Members at which a quorum is present) prior to the engagement of legal counsel 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:

- (i) the collection of Assessments;
- (ii) the collection of other charges which Owners are obligated to pay pursuant to the Documents;
- (iii) the enforcement of any applicable use and occupancy restrictions contained in the Documents;
- (iv) 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 the Voting Members representing three-fourths ³/₄ of the Members); or
- (v) 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 the Voting Members shall be as follows:

1. Until such time as the first deed of conveyance of a Lot from Declarant to an Owner is recorded amongst the Public Records of the County ("First Conveyance"), the membership of the Association shall be comprised solely of the Declarant. The Declarant shall be entitled to cast one (1) vote on all matters requiring a vote of the membership.

2. Upon the First Conveyance, Declarant shall become a "Class B Member" (as such term is hereinafter defined).

3. Membership in the Association for Owners other than Declarant shall be established by the acquisition of ownership of fee simple 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 Declarant or a 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.

4. The Association shall have two (2) classes of voting membership:
a. "Class A Members" shall be all Members, with the exception of the Declarant, so long as the Declarant remains a Class B Member, and shall be entitled to one (1) vote for each Lot owned.

b. The "Class B Member" shall be Declarant, who shall be entitled to three (3) times the total number of votes of the Class A Members plus one (1).

5. The Class B Membership shall cease and be converted to Class A Memberships upon the earliest to occur of the following events ("Turnover Date"):

a. Three (3) months after the conveyance of ninety percent (90%) of the "Total Developed Lots" (as defined in Article X.3 hereof) by Declarant, as evidenced by the recording of instruments of conveyance of such Lots amongst the Public Records of the County; or

b. At such time as Declarant shall so designate in writing to the Association.

On the Turnover Date, Members, including Declarant, shall assume control of the Association and their Voting Members shall elect the Board. On the Turnover Date, Declarant shall become a Class A Member as to any Lots it may own.

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

7. 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.

8. Except with respect to voting by the Class B Member, there shall be only one (1) vote for each Lot. If there is more than one Class A Member with respect to a Lot as a result of the fee interest in such Lot being held by more than one person, such Class A Members collectively shall be entitled to only one (1) vote.

9. A quorum shall consist of Voting Members representing Members entitled to cast at least thirty percent (30%) of the total number of votes of the Members.

ARTICLE VI

TERM

The term for which the 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 are:

Harry Brooks
5700 Lime Hill Road
Lauderhill, FL 33319

ARTICLE VIII OFFICERS

The affairs of the Association shall be managed by the President of the Association, assisted by the Vice President, Secretary and Treasurer, subject to the directions of the Board.

The Board shall elect the President, Secretary and Treasurer. 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 two offices, the duties of which are not incompatible; provided, however, the office of President and a Vice President shall not be held by the same person, nor shall the office of President and Secretary be held by the same person.

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	Harry Brooks
Vice President	Elaine Brooks
Secretary	Elaine Brooks
Treasurer	William Campbell

ARTICLE X
BOARD OF DIRECTORS

1. The number of Directors on the first Board of Directors of the Association ("First Board") shall be three (3), all of whom shall be appointed by Declarant. The number of Directors constituting the Board which is elected by the Members subsequent to the "Declarant's Resignation Event" (as hereinafter defined) shall be determined in the manner described in Section 5 hereinbelow. Except for Declarant-appointed Directors, Directors must be Members or the parents, children or spouses of Members. There shall be only one (1) vote for each Director.

2. 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>
Harry Brooks	5700 Lime Hill Road Lauderhill, FL 33319
Elaine Brooks	5700 Lime Hill Road Lauderhill, FL 33319
William Campbell	5700 Lime Hill Road Lauderhill, FL 33319

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

3. Declarant intends that THE ENCLAVE AT INVERRARY, when ultimately developed, will contain an aggregate of fifty-three (53) Lots with a Home constructed on each Lot ("Developed Lots"). For purposes of this Section 3, "Total Developed Lots" shall mean the fifty-three (53) Developed Lots which Declarant intends to develop in THE ENCLAVE AT INVERRARY. Notwithstanding the foregoing, Declarant has reserved the right in the Declaration to modify its plan of development for THE ENCLAVE AT INVERRARY and, therefore, the total number of Lots and Homes within THE ENCLAVE AT INVERRARY, and thus the term "Total Developed Lots," may refer to a number greater or lesser than fifty-three (53). The number of Lots added to or withdrawn from THE ENCLAVE AT INVERRARY and the revised number of "Total Developed Lots" will be set forth in a Supplemental Declaration recorded in the County if additional land is added to or withdrawn from THE ENCLAVE AT INVERRARY.

4. Upon the Turnover Date, the Members, including Declarant, shall be entitled, through their Voting Members, to elect the Board. The election of the Board by the 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.

5. At the Initial Election Meeting, Members, who shall include Declarant, shall elect through their Voting Member(s) three Directors. Declarant, until the Declarant's Resignation Event, shall be entitled to designate a number of Directors-at-Large (which shall be at least one [1] and not more than two [2]) equal to the number of Directors required to make the number of Directors then on the Board an odd number. This group of Directors shall constitute the "Initial Elected Board." Declarant reserves and shall have the right, until the Declarant's Resignation Event, to name the successor, if any, to any Director it has so designated.

6. The Board shall continue to be so designated and elected, as described in Section 5 above, at each subsequent "Annual Members' Meeting" (as defined in the Bylaws), until the Annual Members' Meeting following the Declarant's Resignation Event.

A Director (other than a Declarant-appointed Director) may be removed from office upon the affirmative vote of a majority of the voting interests of the Members for any reason deemed to be in the best interests of said Members. A meeting of the Members to so remove a Director (other than a Declarant-appointed Director) shall be held upon the written request of ten percent (10%) of the Members. (Subsequent to Declarant's Resignation Event, all Members acting collectively through their respective Voting Members shall have the same rights with respect to removal of any Director-at-Large).

7. The Initial Election Meeting shall be called by the Association, through the Board, within sixty (60) days after the Class A Members are entitled to elect the Directors as provided in Section 4 hereinabove. A notice of the meeting shall be given 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 which shall be elected by the Members, through their respective Voting Members, and the remaining number of Directors to be designated by Declarant.

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

a. When Declarant no longer holds at least five percent (5%) of the Total Developed Lots for sale in the ordinary course of business and all Lots sold by Declarant have been conveyed as evidenced by the recording of instruments of conveyance of such Lots amongst the Public Records of the County; or

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

The number of Directors which shall then constitute the Board shall be three (3).

In the event Declarant's Resignation Event occurs prior to the Initial Election Meeting, the Initial Election Meeting shall be called in the manner set forth in Section 7 of this Article X, and all of the Directors shall be elected by the Class A Members at such meeting.

9. The resignation of a Director who has been designated by Declarant or the resignation of an officer of the Association who has been elected by the First Board shall be deemed to 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 Members had, now have or will have or which any personal representative, successor, heir or assign of the Association or 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 postjudgment proceedings, reasonably incurred by or imposed upon him in connection with any negotiation, 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. 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 not apply. The foregoing right of indemnification provided in this Article XI shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer of the Association may be entitled under statute or common law.

ARTICLE XII BYLAWS

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.

ARTICLE XIII AMENDMENTS

1. Prior to the First Conveyance, these Articles may be amended only by an instrument in writing signed by the Declarant and filed in the Office of the Secretary of State of the State of Florida.

2. After the First Conveyance, and prior to the Turnover Date, these Articles may be amended solely by a majority vote of the Board, without the prior written consent of the Members, at a duly called meeting of the Board.

3. After the Turnover Date, these Articles may be amended in the following manner:

a. (i) The Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote by the Voting Members 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 the Voting Members at one meeting.

(ii) 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 ("Required Notice").

(ii) At such meeting, a vote of the Voting Members shall be taken on the proposed amendment(s). The proposed amendment(s) shall be adopted upon receiving the affirmative vote of the Voting Members representing a majority of the voting interests.

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

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

5. 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) Declarant, without the prior written consent thereto by Declarant, for so long as Declarant holds either a leasehold interest in or title to at least one (1) Lot; and (ii) any "Institutional Mortgagee" (as such term is defined in the Declaration) without the prior written consent of such Institutional Mortgagee.

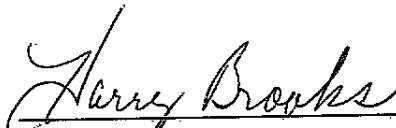
6. Notwithstanding the foregoing provisions of this Article XIII, no amendment to these Articles shall be adopted which shall abridge, amend or alter the rights of Declarant hereunder, including, but not limited to, Declarant's right to designate and select members of the First Board or otherwise designate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

7. 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 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.

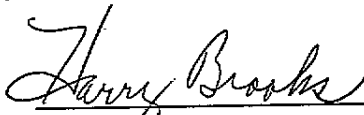
ARTICLE XIV REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 5700 Lime Hill Road, Lauderhill, FL 3331, and the initial registered agent of the Association at that address shall be Harry Brooks.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature, this 31st day of August, 1999.


Harry Brooks

The undersigned hereby accepts the designation of Registered Agent as set forth in Article XIV of these Articles of Incorporation, and acknowledges that he is familiar with and accepts the obligations imposed upon registered agents under the Florida Not For Profit Corporation Act.


Harry Brooks

Dated: August 31, 1999

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 31st day of August, 1999, by Harry Brooks, the person described as the Incorporator of these Articles who executed the foregoing Articles of Incorporation, who is personally known to me or ~~who has produced~~ as identification.



Robert Marc Schwartz
My Commission CC693622
Expires November 26, 2001

Robert Marc Schwartz (SEAL)
Notary Public State of Florida

Robert Marc Schwartz
Printed, Typed or Stamped Notary Name

My Commission Expires:

FILED
99 SEP -2 PM 1:40
SECRETARY OF STATE
TALLAHASSEE, FLORIDA