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The Law Office  
of  
Robert J. Kanjian  
301 Clematis St.  
Suite 3000  
West Palm Beach, Florida 33441

Admitted in MD, DC, & FL

Office (561) 835-0535  
Facsimile (561) 835-8133

August 30, 2000

Amendment Division  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

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-09/06/00--01009--009  
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To Whom It May Concern:

Please find enclosed an amendment to the Articles of Incorporation for The Enclave at Inverrary Homeowners Association, Inc. Please also find a check in the amount of \$35.00 to pay for the filing of this amendment. If you have any questions regarding this request, please feel free to call my office.

Sincerely,

  
Robert J. Kanjian

FILED  
00 SEP -6 PM 1:07  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

*amend  
at SP  
9/15*



INSTR # 100459889  
OR BK 30755 PG 1945  
RECORDED 08/11/2000 07:53 AM  
COMMISSION  
BROWARD COUNTY  
DEPUTY CLERK 1932

*TITLE MATTERS*

This Instrument was prepared by  
And should be returned to:  
Robert J. Kanjian, Esq.  
301 Clematis St.  
Suite 3000  
West Palm Beach, FL 33401

## AMENDMENT TO THE ARTICLES OF INCORPORATION OF THE ENCLAVE AT INVERRARY HOMEOWNERS ASSOCIATION, INC.

THIS AMENDMENT TO ARTICLES OF INCORPORATION OF THE ENCLAVE  
AT INVERRARY ("Amendment") is made this 5<sup>th</sup> day of July 2000 by BRESTLER  
CORPORATION, a Florida Corporation ("Declarant"),

WHEREAS, Declarant has the power to amend and modify the ARTICLES OF  
INCORPORATION OF THE ENCLAVE AT INVERRARY HOMEOWNERS ASSOCIATION,  
INC. recorded in O.R. Book 30015, Page 617, Public Records of Broward County, Florida, in  
Article XIII Section 1.

WHEREAS, the following amendments shall be effective as of the date this Amendment  
is recorded amongst the Public Records for Broward County, Florida.

### 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.

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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- 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 ( $\frac{3}{4}$ ) 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 [ $\frac{3}{4}$ ] of the Members); or

(v) filing a compulsory counterclaim.

10. Notwithstanding this powers contained in ARTICLE IV, the Association may not mortgage any of the MASTER ASSOCIATION PROPERTY without the prior approval of HUD, so long as there remains a Class B Membership.

#### 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. Upon the conveyance of ninety percent (75%) 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

1. 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.

2. All acts of merger, consolidation, and / or dissolution requires the prior approval of HUD, as long as there remains a Class B Membership.

#### 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 herein below. 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:

NAMESADDRESSES

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. Notwithstanding the preceding, no annexation of additional property shall be effective without the prior approval of HUD, so long as there remains a Class B Membership.

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 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").
    - (iii) 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 2/3 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 is a Class B Member.



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.

8. These Articles may not be amended without the prior approval of HUD, as long as there is a Class B membership.

**DECLARANT:**

WITNESSES AS TO DECLARANT:

BRESTLER CORPORATION,  
a Florida corporation

Signature [Signature]  
Print Name BRIAN W. EDGEWOOD

By: [Signature]  
Harry Brooks, President

(SEAL)

Signature [Signature]  
Print Name JOHN CODY

STATE OF FLORIDA )

) SS:

COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of July, 2000, by Harry Brooks, President of The Brestler Corporation, the entity described as the DECLARANT who executed the foregoing Amendment to Articles of Incorporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.



(SEAL)

Notary Public State of Florida

[Signature]  
Printed, Typed or Stamped Notary Name

My Commission Expires:

May 1st, 2004

## EXHIBIT "A"

## LEGAL DESCRIPTION

Tract "B" of "INVERRARY VILLAGE", according to the Plat thereof, as recorded in Plat Book 94, at Page 16 of the Public Records of Broward County, Florida.

LESS THEREFROM, that certain Right-of-Way for Lime Hill Road, per Ordinance No. 79-131, City of Lauderhill, as recorded in Official Records Book 8722, Page 799 of the Public Records of Broward County, Florida, described as follows:

A portion of Tract "B" of "INVERRARY VILLAGE", according to the Plat thereof as recorded in Book 94, at Page 16 of the Public Records of Broward County, Florida, and being more particularly described as follows:

BEGIN at the most Westerly corner of said Tract "B" (said corner being on the next described circular curve and bears S 42° 58' 10" W from its radius point); thence Southeasterly, Easterly and Northeasterly along a circular curve to the left, having a radius of 40.00 feet and a central angle of 136° 02' 08" for an arc distance of 94.97 feet to a point of reverse curvature; thence Northeasterly along a circular curve to the right, having a radius of 25.00 feet and a central angle of 66° 06' 16" for an arc distance of 28.84 feet; thence S 63° 02' 18" W for 39.40 feet to a point of curvature; thence Southwesterly along a circular curve to the left, having a radius of 140.00 feet and a central angle of 24° 17' 34" for an arc distance of 59.36 feet to the POINT OF BEGINNING (the last mentioned two courses being coincident with the boundary line of said Tract "B"), all lying and being in the City of Lauderhill, Broward County, Florida.

(Bearings shown hereon are based upon the State Plane Coordinate System - Transverse Mercator - Florida - East Zone along the South Line of the SW 1/4 of Section 23, Township 49 South, Range 41 East, as shown on the Plat of "BAYTREE OF INVERRARY", recorded in Plat Book 146, Page 44, of the Public Records of Broward County, Florida, having a bearing of N 89°30' 16"E.)