

**ARTICLES OF INCORPORATION
FOR
EAGLE TRACE LANDING HOMEOWNERS ASSOCIATION, INC.,
a Florida corporation not for profit**

FILED
95 SEP 20 11 8 24
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned incorporator for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, Florida Statutes, Chapter 617, and hereby adopt the following Articles of Incorporation:

PREAMBLE

TRANSEASTERN PROPERTIES OF SOUTH FLORIDA, INC., a Florida corporation ("Declarant"), owns certain property in Broward County, Florida (the "Subject Property"), and intends to execute and record a Declaration of Covenants, Conditions and Restrictions For Eagle Landing (the "Declaration") which will affect the Subject Property. This association is being formed as the association to administer the Declaration, and to perform the duties and exercise the powers pursuant to the Declaration, as and when the Declaration is recorded in the Public Records of Broward County, Florida, with these Articles of Incorporation attached as an exhibit. All of the definitions contained in the Declaration shall apply to these Articles of Incorporation, and to the By Laws of the Association.

ARTICLE I
NAME

The name of the corporation shall be "EAGLE TRACE LANDING HOMEOWNERS ASSOCIATION, INC." For convenience, the corporation shall be referred to in this instrument as the "Association," these Articles of Incorporation as the "Articles," and the By-Laws of the Association as the "By-Laws."

ARTICLE II
PURPOSE

The purposes for which the Association is organized are as follows:

1. To operate as a corporation not for profit pursuant to Chapter 617, of the Florida Statutes.
2. To enforce and exercise the duties of the Association as provided in the Declaration.
3. To promote the health, safety, welfare, comfort and social and economic benefit of the Members of the Association.

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4. To provide an entity for the purpose of administering a residential real estate project known as "Eagle Landing" (the "Property").

ARTICLE III **DEFINITIONS**

The terms used in these Articles shall have the same definitions and meaning as those set forth in the Declaration of Covenants, Conditions and Restrictions for Eagle Landing (the "Declaration") to be recorded in the Public Records of Broward County, Florida, and the By-Laws, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE IV **POWERS**

The powers of the Association shall include and be governed by the following:

- 4.1 **General**. The Association shall have all of the common-law and statutory powers of a corporation not for profit under the laws of Florida that are not in conflict with the provisions of these Articles, the Declaration or the By-Laws.
- 4.2 **Enumeration**. The Association shall have all of the powers reasonably necessary to operate the Property pursuant to the Declaration and as more particularly described in the By-Laws and these Articles, as they may be amended from time to time, including, but not limited to, the following:
 - (a) To make and collect assessments and other charges against Sites and the owners of Sites within the Property (the "Owners"), and to use the proceeds thereof in the exercise of its powers and duties.
 - (b) To buy, own, operate, lease, sell, trade and mortgage both real and personal property.
 - (c) To maintain, repair, replace, reconstruct, add to and operate the Property, and other property acquired or leased by the Association.
 - (d) To purchase insurance upon the "Common Areas" (as defined in the Declaration) and insurance for the protection of the association, its officers, Board of Directors and Owners.

- (e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Property and for the health, comfort, safety and welfare of the Owners.
 - (f) To enforce by legal means the provisions of the Declaration, these Articles, the By-Laws, and the rules and regulations for the use of the Property, subject, however, to the limitation regarding assessing Sites owned by "Declarant" (as defined in the Declaration) for fees and expenses relating in any way to claims or potential claims against Declarant as set forth in the Declaration and/or By-Laws.
 - (g) To contract for the management and maintenance of the Property and to authorize a management agent (who may be an affiliate of the Declarant) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Areas with funds as shall be made available by the Association for such purposes. The Association, including its board and all officers, shall, however, retain at all times the powers, and duties granted by the Declaration, including, but not limited to the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.
 - (h) To employ personnel to perform the services required for the proper operation of the Property.
- 4.3 Association Property. All funds and the titles to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the Owners in accordance with the provisions of the Declaration, these Articles and the By Laws.
- 4.4 Distribution of Income; Dissolution. The Association shall make no distribution of income to its Owners, Directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency, except in the event of a termination of the Declaration.
- 4.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration and the By-Laws.

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ARTICLE V
MEMBERS

- 5.1 **Membership.** The members of the Association ("Owners") shall consist of the Declarant and all of the Owners of Sites in the Property from time to time, as further described in the Declaration. An Owner does not have authority to act for the Association by virtue of being a member.
- 5.2 **Assignment.** The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Site for which that share is held.
- 5.3 **Voting.** On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each Site, which vote shall be exercised or cast in the manner provided by the Declaration and By-Laws. Any person or entity owning more than one Site shall be entitled to one vote for each Site owned.
- 5.4 **Meetings.** The By-Laws shall provide for an annual meeting of Owners, and may make provision for regular and special meetings of Owners other than the annual meeting.
- 5.5 **Written Action.** Action required or permitted to be taken at an annual or special meeting of Owners may be taken without a meeting, without prior notice, and without a vote if the action is taken by the Owners entitled to vote on such action and having not less than the minimum number of votes necessary to authorize such action at a meeting at which all members entitled to vote on such action were present and voted. In order to be effective, the action must be evidenced, dated and signed by approving Owners having the requisite number of votes and entitled to vote on such action, and delivered to the Association by delivery to its principal office in this state, its principal place of business, the corporate secretary, or another officer or agent of the Association having custody of the book in which proceedings of meetings of Owners are recorded. Written consent shall not be effective to take the corporate action referred to in the consent unless the consent is signed by Owners having the requisite number of votes necessary to authorize the action within 60 days of the date of the earliest dated consent and is delivered in the manner required by this section. Any written consent may be revoked prior to the date that the Association receives the required number of consents to authorize the proposed action. A revocation is not effective unless in writing and until received by the Association at its principal office in this state or its principal place of business, or received by the corporate secretary or either officer or agent of the Association having

custody of the book in which proceedings of meetings of Owners are recorded. Within 10 days after obtaining such authorization by written consent, notice must be given to those Owners who are entitled to vote on the action but who have not consented in writing. The notice must fairly summarize the material features of the authorized action. A consent signed under this section has the effect of a meeting vote and may be described as such in any document. If the action to which the Owners consent is such as would have required the filing of a certificate, the certificate filed must state that written consent has been given in accordance with the provisions of this section. Whenever action is taken pursuant to this section, the written consent of the Owners consenting to such action or the written reports of inspectors appointed to tabulate such consents must be filed with the minutes of proceedings of Owners.

ARTICLE VI
TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE VII
INCORPORATOR

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

NAME

ADDRESS

Cora DiFiore

3300 University Drive, Coral Springs, Florida, 33065

ARTICLE VIII
OFFICERS

Subject to the direction of the Board (described in Article 9 below) the affairs of the Association shall be administered by the officers holding the offices designated in the By-Laws. The officers shall be elected by the Board at its first meeting following the annual meeting of the Owners of the Association and shall serve at the pleasure of the Board. The By-Laws may

provide for the removal from office of officers, for filling vacancies and for the duties of the officers. The names of the officers who shall serve until their successors are designated by the Board are as follows:

President	Daniel Andreacci
Vice President	Neil Eisner
Secretary	Cora DiFiore
Treasurer	Larry Nicholson

ARTICLE IX BOARD OF DIRECTORS

- 9.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a Board (the "Board" or "Board of Directors") consisting of the number of Board members determined in the manner provided by the By Laws, but which shall consist of not less than three (3), nor more than nine (9) Board Members. Members of the Board of Directors need not be Owners.
- 9.2 Duties and Powers. All of the duties and powers of the Association existing under the Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board, its agents, contractors or employees, subject only to approval by Owners when such approval is specifically required and except as provided in the Declaration.
- 9.3 Election; Removal. Board members shall be elected at the annual meeting of the Owners in the manner determined by and subject to the qualifications set forth in the By-Laws. Members of the Board may be removed and vacancies on the Board shall be filled in the manner provided in the By-Laws.
- 9.4 First Directors. The names of the members of the first Board who shall hold office until their successors are elected and have qualified, as provided in the By-Laws are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Daniel Andreacci	3300 University Drive, Coral Springs, Florida, 33065
Neil Eisner	3300 University Drive, Coral Springs, Florida, 33065
Cora DiFiore	3300 University Drive, Coral Springs, Florida, 33065
Larry Nicholson	3300 University Drive, Coral Springs, Florida, 33065

ARTICLE X
INDEMNIFICATION

- 10.1 **Indemnity.** The Association shall indemnify any Board member or officer, or their agents, who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such party is or was a director, employee, officer, or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees) judgments, fines and amounts paid in settlement actually and reasonably incurred by such party in connection with such action, suit or proceeding unless (a) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that such party did not act in good faith or in a manner such party reasonably believed to be in, or not opposed to, the best interest of the Association, and with respect to any criminal action or proceeding, that such party had reasonable cause to believe that his or her conduct was unlawful, and (b) such court also determines specifically that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a pleas of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which such person reasonably believed to be in, or not opposed to, the best interest of the Association, and with respect to any criminal action or proceeding, reasonable cause to believe that such person's conduct was unlawful.
- 10.2 **Expenses.** To the extent that a member of the Board, officer, employee or agent of the Association has been successful on the merits or otherwise in connection with any proceeding under Section 10.1 above for the purpose of determining his entitlement to indemnifications he shall also be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection with obtaining such determination.
- 10.3 **Advances.** Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the affected Member of the Board, officer, employee or agent

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to repay such amount unless it shall be ultimately determined that he is entitled to be indemnified by the Association as authorized in this Article 10.

- 10.4 **Miscellaneous.** The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any By-Law, agreement, vote of members or otherwise, and shall continue as to a person who has ceased to be a Board member, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.
- 10.5 **Insurance.** The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Board member, officer, employee or agent of the Association, or is or was serving, at the request of the Association, as a Board member, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against such party and insured by such party in any such capacity, or arising out of said person's status as such, whether or not the Association would have the power to indemnify said person against such liability under the provisions of this Article.
- 10.6 **Amendment.** Anything to the contrary herein notwithstanding, the provisions of this Article 10 may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

ARTICLE XI **BY-LAWS**

The first By-Laws of the Association shall be adopted by the Board and may be altered, amended or rescinded in the manner provided in the By-Laws and the Declaration.

ARTICLE XII **AMENDMENTS**

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

- 12.1 **Notice.** Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the

proposed amendment is to be considered.

12.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or by not less than one-third (1/3) of the Owners. Members of the Board and Owners not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing the approval is delivered to the Secretary at or prior to the meeting. The approvals must be:

- (a) at any time, by not less than a majority of the votes of all of the Owners represented at a meeting at which a quorum thereof has been attained and by not less than 66 2/3% of the entire Board; or
- (b) after control of the Association is turned over to Owners of Sites other than the Declarant (the "Turnover Date"), by not less than sixty-seven percent (67%) of the votes of all of the Owners represented at a meeting at which a quorum has been attained; or
- (c) after the Turnover Date, by not less than 75% of the entire Board; or
- (d) before the Turnover Date, by not less than 66 2/3% of the entire Board.

12.3 Limitation. No amendment shall make changes in the qualifications for membership nor in the voting rights or property rights of Owners, nor any changes in Sections 4.3, 4.4 or 4.5 of Article 4, entitled "Powers," without the approval in writing of all Owners and the joinder of all mortgagees holding mortgages on any portion of the Property. No amendment shall be made that is in conflict with the Declaration or the By-Laws, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Declarant or its affiliates, unless Declarant or its affiliates shall join in the execution of the amendment. No amendment to this paragraph 12.3 shall be effective.

12.4 Declarant. Declarant has the absolute right, without the joinder of the Association or any other party, to amend these Articles (consistent with the provisions of the Declaration allowing

certain amendments to be effected by the Declarant alone) without any consent of Owners.

- 12.5 Recording. A copy of each amendment shall be filed with the department of State pursuant to the provisions of applicable Florida Law.

ARTICLE XIII
PRINCIPAL ADDRESS OF ASSOCIATION

The principal office of this corporation shall be at 3300 University Drive, Coral Springs, Florida, 33065, or such other place as may subsequently be designated by the Board

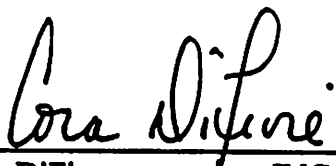
ARTICLE XIV
CONVEYANCE

The Association shall accept any and all deeds of conveyance delivered to it by the Declarant.

ARTICLE XV
INITIAL REGISTERED OFFICE ADDRESS
AND NAME OF REGISTERED AGENT

The initial registered office of the Association shall be at 1999 University Drive, Suite 202, Coral Springs, Florida 33071. The initial registered agent of the Association who shall be at that address is Alan J. Polin, Alan J. Polin, P.A.

IN WITNESS WHEREOF the Incorporator has affixed her signature as of this
19th day of September, 1995.



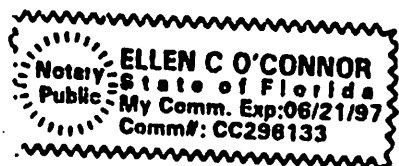
Cora DiFiore , INCORPORATOR

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STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me on this 19th day of September, 1995 by Cora DiFiore as Incorporator of Eagle Trace Landing Homeowners Association, Inc., on behalf of the Corporation, who is personally known to me.



Ellen C. O'Connor
Notary Public, State of Florida

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**CERTIFICATE OF DESIGNATION
REGISTERED AGENT/REGISTERED OFFICE**

PURSUANT TO THE PROVISIONS OF §607.0501 AND §617.0501, FLORIDA STATUTES, THE UNDERSIGNED CORPORATION, ORGANIZED UNDER THE LAWS OF THE STATE OF FLORIDA, SUBMITS THE FOLLOWING STATEMENT IN DESIGNATING THE REGISTERED OFFICE/REGISTERED AGENT, IN THE STATE OF FLORIDA.

1. The name of the corporation is: EAGLE TRACE LANDING HOMEOWNERS ASSOCIATION, INC.

2. The name and address of the registered agent and office is:

ALAN J. POLIN
(NAME)

c/o ALAN J. POLIN, P.A., 1999 UNIVERSITY DRIVE, SUITE 202
(P.O. BOX NOT ACCEPTABLE)

CORAL SPRINGS, FL 33071
(CITY/STATE/ZIP)

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FILED
TALLAHASSEE, FLORIDA
SECRETARY OF STATE

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY 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 ACCEPT THE DUTIES AND OBLIGATIONS OF §607.0505 AND §617.0501, FLORIDA STATUTES.


Alan J. Polin

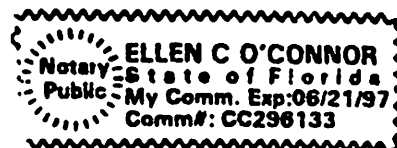
Dated: September 19, 1995

STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me on this 19th day of September, 1995 by Alan J. Polin as Registered Agent of Eagle Trace Landing Homeowners Association, Inc., on behalf of the Corporation, who is personally known to me.

Ellen C. O'Connor
Notary Public, State of Florida



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State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of EAGLE TRACE LANDING HOMEOWNERS ASSOCIATION, INC., a Florida corporation, filed on September 20, 1995, as shown by the records of this office.

The document number of this corporation is N95000004542.

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Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capitol, this the
Twenty-second day of September, 1995



CR2EO22 (2-95)

Sandra B. Northam

Sandra B. Northam
Secretary of State

EXHIBIT "A"