

ARTICLES OF INCORPORATION

THE GLEN AT EAGLE TRACE MASTER ASSOCIATION, INC.

ARTICLES OF INCORPORATION OF
THE GLEN AT EAGLE TRACE MASTER ASSOCIATION, INC.
(A Florida Corporation Not-For-Profit)

RECORDED
MAR 10 1993
FILED
MAR 10 1993
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, hereby adopts the following Articles of Incorporation:

PREAMBLE

Glencom Development Co., a joint venture of Glensprings Communities, Inc., a Florida corporation, and C.M.S. Associates, a Florida general partnership, executed and recorded a Declaration of Covenants, Restrictions and Easements for the GLEN AT EAGLE TRACE, as amended, (the "Declaration") which Declaration affects certain Property in Broward County, Florida (the "Property"). A residential single family home community is proposed within a portion of the Property, which residential community will share recreational facilities and roadways with the existing condominium within the Property subject to the Declaration. This Master Association is being formed as the association to administer the Declaration, and to perform the duties and exercise the powers pursuant to the Declaration. All of the definitions contained in the Declaration as amended shall apply to these Articles of Incorporation, and to the Bylaws of this Master Association.

ARTICLE I
NAME

The name of the corporation is THE GLEN AT EAGLE TRACE MASTER ASSOCIATION, INC., a Florida corporation not-for-profit, hereinafter the "Master Association."

ARTICLE II
PURPOSE

The purposes for which the Master Association is organized are to operate as a corporation not-for-profit pursuant to Chapter 617 of the Florida Statutes; to enforce and exercise the duties of the Master Association as provided in the Declaration, to improve, maintain, and operate the Common Properties together with the improvements now or hereafter located thereon; and to promote the health, safety, welfare, comfort and social and economic benefit of the members of the Master Association.

ARTICLE III
POWERS

The Master Association shall have the following powers:

3.1 To exercise all common law and statutory powers of a corporation not-for-profit under the laws of the State of Florida which are not in conflict with the terms of these Articles.

3.2 To exercise all of the powers and privileges, and to perform all of the duties and obligations of the Master Association as set forth in the Declaration, including but not limited to the following:

3.3 To fix, levy, collect and enforce payment of charges and assessments pursuant to the terms of the Declaration.

3.4 To use the proceeds of the assessments and charges in the exercise of its powers and duties.

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3.5 To enforce the provisions of the Declaration, these Articles and the Bylaws.

3.6 To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, mortgage, encumber, lease, transfer, administer, manage, repair and/or replace, dedicate for public use or otherwise dispose of real or personal property in connection with the purposes of the Master Association.

3.7 To have a lien on individual Residential Dwellings within the Property to secure the payment of assessments due and to become due.

3.8 To maintain, repair, replace, and operate the Common Properties and property acquired or leased by the Master Association for use by members, and to maintain, repair and replace any portion of the Property to be maintained by the Master Association as provided in the Declaration.

3.9 To obtain insurance upon the Common Properties, and insurance for the protection of the Master Association, its members, and Institutional Mortgagees.

3.10 To reconstruct and repair Improvements after casualty, and to construct additional Improvements on the Common Properties.

3.11 To make, establish and enforce reasonable rules and regulations governing the use of the Common Properties and other property under the jurisdiction of the Master Association. . .

3.12 To contract for the management of any Master Association properties and to delegate powers and duties of the Master Association.

3.13 To employ personnel to perform the services required to carry out the purposes of the Master Association.

3.14 To borrow money for the purposes of carrying out the powers and duties of the Master Association.

3.15 To grant and modify easements, and to dedicate, sell or transfer all or any part of the property owned by the Master Association to any public or quasi-public agency, authority or utility company for public, utility, drainage and cable television purposes.

3.16 To do such other things as may be necessary in order to perform the duties and to exercise the powers of the Master Association as set forth in the Declaration, the By-laws and these Articles.

ARTICLE IV MEMBERSHIP

4.1 Every person or entity who is a record owner of a fee or undivided fee interest in any Condominium Unit, Lot, Home or residential dwelling within the Property (hereinafter "Residential Dwelling"), shall be a member of the Master Association. However, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member of the Master Association. Membership shall be appurtenant to, and may not be separated from ownership of any such Residential Dwelling.

4.2 Change of membership in the Master Association shall be established by recording in the Official Records of Broward County, Florida, a deed or other instrument establishing record title to a Residential Dwelling and by delivery to the Master Association of a certified copy of such instrument. The grantee in such instrument shall thereby become a member of the Master Association, and the membership of the prior Owner shall thereby be terminated.

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4.3 The share of a member in the funds and assets of the Master Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to a Residential Dwelling.

ARTICLE V
VOTING RIGHTS

On all matters as to which the Owners shall be entitled to vote, there shall be one vote for each Residential Dwelling. Where a Residential Dwelling is owned by more than one person, or by a corporation, partnership, or other entity, the person who shall be entitled to cast the vote of such Residential Dwelling shall be the person named in a certificate executed by all of the owners of such Residential Dwelling, and filed with the Secretary prior to the meeting at which the vote is to be cast. In the event that such a certificate is not filed, the owners of such Residential Dwelling will not be entitled to vote at the meeting, and their presence will not be counted for purposes of establishing a quorum, provided, however, that where a Residential Dwelling is solely owned by a husband and wife, either the husband or the wife may cast the vote of such Residential Dwelling without the necessity of filing a Voting Certificate.

ARTICLE VI
DIRECTORS

6.1 The affairs of the Master Association will be managed by a Board consisting of not less than three (3) directors, and which shall always be an odd number. The number of Directors shall be determined in accordance with the Bylaws. In the absence of such determination, there shall be three (3) directors.

6.2 The directors of the Master Association shall be elected by the members, except that

(a) there shall always be at least one third (1/3) of the directors who shall be owners of Residential Dwellings within the FRC Property, and there shall always be at least one third (1/3) of the Directors who shall be Unit Owners within THE GLEN I provided, however, that directors appointed by FRC pursuant to the provisions of Paragraph 6.2 (b) shall not be required to be Owners.

(b) FRC shall have the right to appoint directors of the Master Association as follows:

(i) The Unit Owners in THE GLEN I shall always have the right to appoint one third (1/3) of the directors and FRC shall have the right to appoint two thirds (2/3) of the directors only until such time as all of the Residential Dwellings to be constructed within the FRC Property have been constructed and conveyed to purchasers.

(ii) Thereafter, Members other than FRC shall have the right to elect the Directors, subject to the provisions of Paragraph 6.2 (a) hereof.

6.3 The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

| <u>NAME</u> | <u>ADDRESS</u> |
|--------------------|--|
| Burton A. Bines | 101 Hymore Road, Suite 400 Altamonte Springs, Florida 32714 |
| William A. Gilmour | 3201 Jog Park Drive Lake Worth, Florida 33467 |
| Albert J. Connor | 11905 Glenmore Drive Coral Springs, Florida 33071 |

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ARTICLE VII
OFFICERS

The affairs of the Master Association shall be administered by the Officers as designated in the By-Laws. The Officers shall be elected by the Master Association and shall serve at the pleasure of the Board. The names and addresses of the Officers who shall serve until their successors are designated by the Board are as follows:

| | |
|---|--|
| Burton A. Blines President | 101 Hymore Road, Suite 400 Altamonte Springs, Florida 32714 |
| Albert J. Connor Vice President | 11905 Glenmore Drive Coral Springs, Florida 33071 |
| William A. Gilmour Secretary/Treasurer | 3201 Jog Park Drive Lake Worth, Florida 33467 |

ARTICLE VIII
INDEMNIFICATION

Every director and every officer of the Master Association shall be indemnified by the Master Association against all expenses and liabilities, including legal fees, reasonably incurred by, or imposed upon him in connection with any proceeding, or any settlement of any proceeding, to which he may be a party, or in which he may become involved by reason of his being, or having been, a Director or Officer of the Master Association; whether or not he is a Director or Officer at the time such expenses are incurred. However, said indemnification will not apply if the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. In the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Master Association. The foregoing right of indemnification shall be in addition to, and not exclusive of, all other rights to which such director or officer may be entitled.

ARTICLE IX
BY-LAWS

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

ARTICLE X
AMENDMENTS

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

A. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

B. A resolution for the adoption of a proposed amendment may be proposed either by the Board or by at least ten percent (10%) of the members of the Master Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their vote in writing; however, such vote must be delivered to the secretary at, or prior to, the meeting. Except as elsewhere provided:

1. Approval must be by not less than sixty-seven percent (67%) of the entire membership of the Board, and by not less than sixty-seven percent (67%) of the votes of the entire membership of the Master Association; or

2. By not less than eighty percent (80%) of the votes of the entire membership of the Master Association.

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C. Provided, however, that no amendment shall impair Declarant's right to construct and sell Residential Units within the FRC Property, nor shall any amendment make any changes in the qualifications for membership, change the voting rights of members, or contravene the terms of the Declaration.

ARTICLE XI
DURATION

The Master Association shall exist perpetually.

ARTICLE XII
INCORPORATOR

The name and address of the Incorporator is as follows:

| <u>NAME</u> | <u>ADDRESS</u> |
|------------------|---|
| Ellen A. Goldman | 100 N.E. 3rd Avenue, Suite 400, Fort Lauderdale, Florida 33301 |

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SECTION OF STATE
TALLAHASSEE, FLORIDA

ARTICLE XIII
REGISTERED OFFICE AGENT

The registered office of the Master Association shall be at 101 Hymore Road, Suite 400, Altamonte Springs, Florida 32714, or at such other place as may be subsequently designated by the Board.

The name and address of the initial registered agent of the Master Association is Burton A. Bines, 101 Hymore Road, Suite 400, Altamonte Springs, Florida 32714.

WHEREFORE, the Incorporator has executed these Articles on this 3 day of March, 1989.

Ellen A. Goldman
ELLEN A. GOLDMAN

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STATE OF FLORIDA)
COUNTY OF BROWARD)

Before me, a notary public authorized to take acknowledgments in the State and County set forth above, personally appeared ELLEN A. GOLDMAN, known to be and known by me to be the person who executed the foregoing Articles of Incorporation, and she acknowledged before me that she executed those Articles of Incorporation in her capacity as Incorporator.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 3rd day of March, 1989.

Debra J. Hickinbotham
Notary Public

My Commission Expires: Notary Pubk. State of Florida
My Commission Expires Sept. 5, 1989
Bonded Three Year Term - Insurance Inc.

I HEREBY accept the appointment as the Initial Registered Agent of THE GLEN AT EAGLE TRACE MASTER ASSOCIATION, INC., as made in the foregoing Articles of Incorporation 3-2 1989.

By: *Burton A. Bines*
Burton A. Bines

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