

# STATE OF FLORIDA

DEPARTMENT OF STATE • DIVISION OF CORPORATIONS

I certify that the following is a true and correct copy of

## CERTIFICATE OF INCORPORATION

OF

BOCA HIGHLAND CENTER, INC.

filed in this office on the 16th day of June  
1978

Charter Number: 742966



GIVEN under my hand and the Great  
Seal of the State of Florida, at  
Tallahassee, the Capital, this the  
20th day of June  
1978.

A handwritten signature in cursive script, appearing to read "Bruce A. Smith".

SECRETARY OF STATE

ARTICLES OF INCORPORATION

OF

BOCA HIGHLAND CENTER, INC.  
(A Corporation Not-For-Profit)

FILED  
JUN 16 8 24 AM '76  
SECRETARY OF STATE  
MIAMI, FLORIDA

In order to form a corporation under and in accordance with Chapter 617 of the Florida Statutes, we, the undersigned, hereby associate ourselves into a corporation not-for-profit for the purposes and with the powers hereinafter set forth and to that end, we do, by these Articles of Incorporation, certify as follows:

ARTICLE I

DEFINITIONS

As used herein, the following terms have the following meanings:

A. "Act" means the Condominium Act, Chapter 718, Florida Statutes, 1976.

B. "Apartment" means a unit as described in the Act and is that portion of the "Condominium Property" (as defined in a "Declaration", as hereinafter defined) which is subject to exclusive ownership. "Apartment" shall also mean a "Dwelling Unit" in a "BH Condominium" (as those terms are hereinafter defined).

C. "Apartment Owner" means the owner or owners of an Apartment.

D. "Association" means a Florida corporation not-for-profit responsible for operating a BH Condominium. Each Association may become a member of the "Center" as provided in the "Center Documents" (as those terms are hereinafter defined).

E. "Association Member" means an Association which has established membership in the Center pursuant to the Center Documents.

F. "Boca Highland" is the name given to an area of land located in Palm Beach County, Florida, more particularly described in the "Covenants Declaration" (as hereinafter defined), a portion of which is situated in the Town of Highland Beach and a portion of which is situated in the City of Boca Raton, and which is located in the vicinity of State Road A1A, the Intracoastal Waterway and the Atlantic Ocean. The term "Boca Highland" includes all buildings, structures and improvements now or hereafter located upon such land.

G. "Board" means the Board of Governors of the Center.

H. "BH Condominium" means certain land and improvements of Boca Highland which have been or shall be submitted to condominium ownership pursuant to a Declaration. Each BH Condominium has been or shall be given a particular designation; e.g. "Aberdeen Arms - a Condominium", "Dalton Place Condominium", etc.

I. "Center" means Boca Highland Center, Inc., a Florida corporation not-for-profit which has been organized to own, maintain, manage and operate the "Center Areas" (as hereinafter defined) in accordance with the Covenants Declaration.

J. "Center Areas" means the land and improvements within Boca Highland which are or may in the future be owned by the Center and which are available for use by all "Dwelling Unit Owners" (as hereinafter defined), their family members, guests, licensees and invitees, and specifically includes the land and improvements thereon designated as being available, on a nonexclusive basis to the residents, owners, tenants, invitees and employees of Aberdeen Arms - a Condominium according to the Declaration of Condominium thereof recorded in Official Records Book 1929, Page 585 of the Public Records of Palm Beach County, Florida.

K. "Center Documents" mean the Covenants Declaration, these Articles of Incorporation, the By-Laws and the Rules and Regulations of the Center.

L. "Center Expenses" means the expenses of operating and maintaining the Center Areas and also includes the expenses of administering the Center.

M. "Common Expenses" means expenses for which the Apartment Owners are liable to their respective Associations as described in the Act and in the "Condominium Documents" (as hereinafter defined) applicable to the particular BH Condominium.

N. "Condominium Documents" means in the aggregate the Declaration, the Articles of Incorporation and By-Laws of the applicable Association, and all of the instruments and documents referred to therein and executed in connection with a BH Condominium.

O. "Covenants Declaration" means the instrument entitled "Declaration of Protective Covenants, Restrictions and Easements for Boca Highland" to be recorded amongst the Public Records of Palm Beach County, Florida, wherein the "Developer" (as hereinafter defined) shall impress certain covenants, restrictions and easements upon the land and improvements comprising Boca Highland for the benefit of the Dwelling Unit Owners.

P. "Declaration" means the document by which the land and improvements of a BH Condominium are submitted to condominium ownership in accordance with the Act.

Q. "Developer" means Boca-Hi, Inc., a Delaware corporation authorized to do business in the State of Florida, its grantees, successors and assigns.

R. "Dwelling Unit" means a residential unit in Boca Highland intended as an abode for one family and includes an Apartment or a residential unit contained in a duplex, garden-type, townhouse or high-rise building, whether such residential unit is subject to the condominium form of ownership, owned in fee simple or cooperatively owned. Dwelling Unit shall also include a hotel or motel room situated in Boca Highland.

S. "Dwelling Unit Owner" means the owner of a Dwelling Unit.

T. "Executive Committee" means a committee comprised of a portion of the Board whose duty it is to attend to the operation of the Center between meetings of the Board and which is vested with all of the powers of the Board.

U. "Governor" means a member of the Board.

V. "Non-Condominium Unit" means a Dwelling Unit other than an Apartment.

W. "Non-Condominium Unit Owner" means the owner or owners of a Non-Condominium Unit.

X. "Owner Member" means a Non-Condominium Unit Owner who establishes membership in the Center pursuant to the Center Documents.

Y. "Residential Property" means the real property within Boca Highland to be designated by the Covenants Declaration as "Residential Property".

## ARTICLE II

### NAME

The name of this corporation shall be BOCA HIGHLAND CENTER, INC. For convenience, the corporation shall be herein referred to as the "Center", whose present address is 4720 South Ocean Boulevard, Highland Beach, Florida 33431.

## ARTICLE III

### PLAN FOR DEVELOPMENT AND PURPOSES OF CORPORATION

A. Developer has acquired and, except for the property which has been submitted to condominium ownership pursuant to the Declaration of Condominium of Aberdeen Arms - a Condominium recorded in Official Records Book 1929, Page 585 of the Public Records of Palm Beach County, Florida, is presently the owner of the real property described on Exhibit A to the Covenants Declaration upon which Developer intends to develop Boca Highland. Attached to the Covenants Declaration as Exhibit B is the land use plan ("Plan") for Boca Highland. The Plan shows that Boca Highland is planned for development in two (2) general land use areas and a proposed area referred to in the Covenants Declaration as the Private Club. Developer shall record the Covenants Declaration which shall set forth use covenants and maintenance obligations for the various land areas within Boca Highland.

B. The purpose for which the Center is organized is to own, maintain, manage and operate the Center Areas in accordance with the terms, provisions and conditions contained in the Covenants Declaration and to carry out the covenants and enforce the provisions relative to the Center as set forth in the Center Documents.

## ARTICLE IV

### POWERS

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

A. The Center 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 the Center Documents.

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

1. to make, establish and enforce reasonable rules and regulations governing the use of the Center Areas;

2. to make, levy and collect assessments for the purpose of obtaining funds from its members and the Associations to pay for the Center Expenses, including the operational and administrative expenses of the Center and costs of collection; and to use and expend the proceeds of assessments in the exercise of its powers and duties hereunder;

3. to maintain, repair, replace and operate the Center Areas in accordance with the Center Documents;

4. to enforce by legal means the obligations of the members of the Center and the provisions of the Center Documents; and

5. to deal with other corporations and the Associations or representatives thereof on matters of mutual interest.

## ARTICLE V

### MEMBERS

The qualification of members, the manner of their admission to membership, the termination of such membership and voting by members shall be as follows:

A. The membership of the Center shall be comprised of Association Members and Owner Members.

B. Membership shall be established as follows:

1. Association Members:

1.1 An Association shall become an Association Member of the Center pursuant to either of the following methods: (a) upon the filing with the office of the Secretary of State of the State of Florida of the Articles of Incorporation of such Association, which Articles of Incorporation shall state that such Association is an Association Member, and the recordation of a Declaration of a BH Condominium operated by such Association, or (b) in the event an Association's Articles of Incorporation and Declaration have been filed and recorded prior to these Articles, upon the recordation of an instrument

executed by such Association stating that it is an Association Member and agreeing to be bound by, and comply with, the Center Documents.

1.2 Each Association Member shall notify the Center of the recordation of such Declaration or such instrument and shall thereafter transmit to the Center (a) a true copy of the Declaration, and all amendments or supplements thereto, (b) a true copy of the Declaration with respect to any other BH Condominiums operated by such Association Member, and (c) from time to time, but not less often than quarterly, current lists of Apartment Owners in the BH Condominium(s) operated by such Association.

1.3 Upon termination of an Association Member's BH Condominium(s), as provided in its Declaration, the Apartment Owners in such terminated BH Condominium(s) shall each become an Owner Member.

## 2. Owner Members:

2.1 An Owner Member shall become a member of the Center effective upon the issuance of a Certificate of Occupancy for a Non-Condominium Unit constructed upon the portion of the Residential Property (the "Owner Member Residential Property") owned by such Owner Member or upon the issuance of a Certificate of Occupancy for a residential apartment within the Private Club, if any.

2.2 Change of Owner Membership in the Center shall be established by the recording amongst the Public Records of Palm Beach County, Florida of a deed or other instrument establishing record title to the Owner Member Residential Property or the residential apartment within the Private Club, if any, and the delivery to the Center of a true copy of such instrument. The Non-Condominium Unit Owner described by such instrument shall thereupon become an Owner Member of the Center and the membership of the prior Owner Member shall be terminated as to that Owner Member Residential Property.

C. Each and every member shall be entitled to the benefits of membership, and shall be bound to abide by the provisions of the Center Documents.

## D. No Voting Rights.

1. The members shall have no voting rights. All decisions of the Center shall be made by the Board as hereinafter provided. The rights of members shall be limited to selecting the members of the Board in accordance with the provisions of Article X herein.

2. Such selection of Governors shall be by class with each Association Member constituting a separate class and all of the Owner Members constituting a separate class.

## ARTICLE VI

### TERM

The term for which the Center is to exist shall be perpetual.

ARTICLE VII  
SUBSCRIBERS

The names and street addresses of the subscribers to these Articles are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Elliott B. Barnett	25 South Andrews Avenue Fort Lauderdale, Florida 33302
Scott J. Fuerst	25 South Andrews Avenue Fort Lauderdale, Florida 33302
Mark F. Grant	25 South Andrews Avenue Fort Lauderdale, Florida 33302

ARTICLE VIII  
OFFICERS

The affairs of the Center shall be managed by the President of the Center, assisted by the several Vice Presidents, the Secretary and the Treasurer, and, if any, by the Assistant Secretary and Assistant Treasurer, subject to the directions of the Board. The Board may employ a managing agent and/or such other managerial and supervisory personnel or entities as it deems necessary to administer or assist in the administration of the operation or management of the Center; provided, however, that so long as the Developer controls the Board, the Board shall not employ a managing agent. The foregoing statement shall not restrict the Developer's right to be reimbursed for expenses incurred on behalf of the Center in managing the Center.

The Board shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine. The President shall be elected from amongst the membership of the Board, but no other officer need be a Governor. The same person may hold two offices, the duties of which are not incompatible; provided, however, the offices of President and a Vice President shall not be held by the same person, nor shall the offices of President and Secretary or Assistant Secretary be held by the same person.

ARTICLE IX  
FIRST OFFICERS

The name of the officers who are to serve until the first election of officers by the Board are as follows:

President	Richard Rogers
Vice President	Thomas Delaney
Secretary	Byron Maharrey
Treasurer	Thomas Delaney

ARTICLE X

BOARD OF GOVERNORS

A. There shall be three (3) members on the first Board ("First Board") who are to serve until the "First Elected Board" as described herein. The number of members of the Board subsequent to the First Board shall be as provided in paragraphs D and F of this Article.

B. The names and street addresses of the persons who are to serve as the First Board are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Richard Rogers	4720 South Ocean Boulevard Highland Beach, Florida 33431
Thomas Delaney	4720 South Ocean Boulevard Highland Beach, Florida 33431
Byron Maharrey	4720 South Ocean Boulevard Highland Beach, Florida 33431

The Developer has the right to substitute members of the First Board and to appoint replacements in the event a vacancy is created on the First Board.

C. The First Board shall serve until the first Association Member selects a Governor. Upon such selection and written notification thereof to the First Board, the Developer shall cause one of its appointed members of the First Board to resign and thereupon the Board shall be composed of one (1) Governor selected by the first Association Member and two (2) Governors selected by the Developer ("First Elected Board"). The First Elected Board shall serve until the next Association Member or Owner Member is created and thereafter the Board shall be selected as set forth in Paragraphs D and F of this Article X.

D. Membership of all Boards selected subsequent to the First Elected Board but prior to the "Transfer Date" (as hereinafter defined) shall be composed of one (1) Governor selected by each Association Member and one (1) Governor elected by all of the Owner Members. In addition, during such time, the Developer shall be entitled to appoint a number of Governors equal to the number of Governors to be selected by all of the Association Members and Owner Members plus two (2).

E. The "Transfer Date" shall be the sooner to occur of the following:

1. Three (3) months after the closing of the sale of ninety (90%) percent of the Dwelling Units permitted to be constructed upon Boca Highland pursuant to applicable zoning ordinances; or

2. When the Developer elects to turn over control of the Board to the Association Members and the Owner Members.

Upon the Transfer Date, the Developer shall cause all of its appointed Governors to resign; provided, however, so long as the Developer continues to own any property within Boca Highland it shall be entitled (but not required) to appoint one (1) Governor.



F. Membership of all Boards selected subsequent to the Transfer Date shall be determined as follows:

1. Each Association Member shall be entitled to one (1) Governor for every one hundred (100) Apartments or fraction thereof operated by each Association Member;

2. All Owner Members, exclusive of the owners of any hotel or motel located in Boca Highland, shall be collectively entitled to one (1) Governor for every one hundred (100) Non-Condominium Units or fraction thereof existing in Boca Highland; and

3. All owners of any hotel or motel located in Boca Highland (which owners shall be Owner Members) shall be collectively entitled to one (1) Governor for every three hundred (300) hotel or motel units or fraction thereof existing in Boca Highland.

G. The Board shall control the operation of the Center and shall possess all of the powers of the Center. All decisions of the Board, except the amendment of these Articles, shall be by a majority vote of the Governors present at a meeting of the Board and each Governor shall be entitled to one (1) vote.

## ARTICLE XI

### INDEMNIFICATION

Every Governor and every officer of the Corporation shall be indemnified by the Center against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon by him in connection with the proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Governor or officer of the Center, or any settlement thereof, whether or not he is a Governor or officer at the time such expenses are incurred, except in such cases wherein the Governor or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board approves such settlement reimbursement as being in the best interest of the Center. The foregoing right of indemnification shall be in addition to and not exclusive of any and all rights to which such Governor or officer may be entitled by common or statutory law.

## ARTICLE XII

### BY-LAWS

By-Laws of the Center shall be adopted by the First Board and thereafter may be altered, amended or rescinded by the affirmative approval of a majority of the Board.

## ARTICLE XIII

### AMENDMENTS

A. These Articles may be amended in either of the following manners:

1. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting of the Board at which such proposed amendment is considered and the Board must approve such proposed amendment by a vote of two-thirds (2/3) of all of the Governors; or

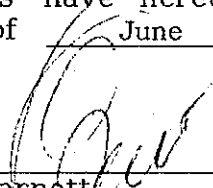
2. By all of the Governors signing an instrument amending these Articles and filing such instrument in the office of the Secretary of State of the State of Florida.


B. No amendment may be made to the Articles which shall in any manner reduce, amend, affect or modify the provisions and obligations set forth in the Covenants Declaration.

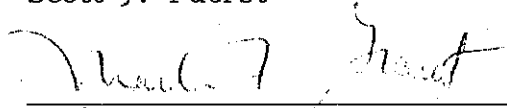
C. A copy of each amendment shall be certified by the Secretary of State of the State of Florida.

D. Notwithstanding the foregoing provisions of this Article XIII, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of Developer, including the right to designate and select members of the Board as provided in Article X hereof, without the prior written consent thereof by Developer.

IN WITNESS WHEREOF, the subscribers have hereunto affixed their respective signatures, this 5th day of June, 1978.

  
\_\_\_\_\_  
Elliott B. Barnett

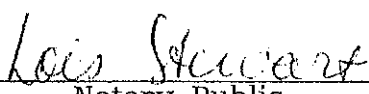
  
\_\_\_\_\_  
Scott J. Fuerst

  
\_\_\_\_\_  
Mark F. Grant

STATE OF FLORIDA     )  
COUNTY OF BROWARD    )

I HEREBY CERTIFY that on this day, before me, a Notary Public authorized in the State and County named above to take acknowledgments, personally appeared ELLIOTT B. BARNETT, SCOTT J. FUERST and MARK F. GRANT, to me known to be the persons described as Subscribers in and who executed the foregoing Articles of Incorporation and they acknowledged before me that they executed the same for the purposes therein expressed.

IN WITNESS WHEREOF, the subscribers have hereunto affixed their signatures this 5th day of June, 1978.

  
\_\_\_\_\_  
Lois Stewart  
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires Dec. 5, 1978  
Bonded by American Fire & Casualty Co.

(SEAL)