

ARTICLES OF INCORPORATION
Of
LAUDERDALE WEST COMMUNITY ASSOCIATION NO. 1, INC.
As last amended May 25,2000

The undersigned by these Articles associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE 1 Name

The name of the corporation shall be LAUDERDALE WEST COMMUNITY ASSOCIATION NO. 1, INC. For convenience the corporation shall be referred to in this instrument as the Association. The place of the business and its Post Office Address shall be 1141 N. W. 85th Avenue, Plantation, Fort Lauderdale, Florida 33322 or such other place as the Board of Directors may from time to time designate.

ARTICLE 2 Purpose

2.1 The purposes for which the Association is organized are: To provide an entity pursuant to Section 12 of the Condominium Act, which is Chapter 711, Florida Statutes, for the operation of condominium units completed as part of Lauderdale West, according to the Declarations of Condominium now or hereafter recorded in the Public Records of Broward County, Florida, located upon lands in Broward County, Florida; and to provide an entity for the operation and management of single family residential units completed as part of Lauderdale West, which units shall be subject to a Declaration of Restrictions now or hereafter recorded in the Public Records of Broward County, Florida, located upon lands in, Broward County, Florida.

2.2 To insure that the lands in Lauderdale West hereinafter defined shall remain an area of high standards, containing residences, improvements and facilities designed primarily for the comfort, convenience and accommodation of persons aged 55 years and over.

2.3 To enforce through appropriate legal means the several covenants, restrictions, reservations and servitudes from time to time impressed upon and running with the lands within Lauderdale West by Lauderdale West Associates, a joint venture, hereinafter referred to as Developer.

2.4 To insure that no trade, business, profession or any type of commercial activity shall be carried on upon any lands in Lauderdale West, except where portions thereof shall have been expressly set aside for such uses by appropriate reservations at the time said lands are made subject to recorded subdivision plat by the Developer.

2.5 The lands included within the Lauderdale West Project Area are described in Exhibit "A" in the original documents, and attached as "Exhibit A .

The Association shall have no power with respect to any portion of the said lands unless and until said portions shall be made subject to a Declaration of Condominium or a Declaration of Restrictions filed by Developer, and then such power shall be only to the extent expressly conferred upon the Association by the Developer under any such Declaration of Condominium or Declaration of Restrictions filed among the Public Records of Broward County, Florida, with respect to lands described therein.

2.6 The Association shall make no distributions of income to its members, directors or officers.

ARTICLE 3 Powers

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

3.1 The Association shall have all of the common-law and statutory powers of a corporation not for profit not in conflict with the terms of these Articles.

3.2 The Association shall have all of the powers and duties set forth in the Condominium Act except as limited by these Articles and the respective Declarations of Condominium, and all of the powers and duties reasonably necessary to operate the condominium pursuant to the Declarations and as they may be amended from time to time, including but not limited to those powers enumerated in paragraph 3.5 below.

3.3 The Association shall have all of the powers and duties expressly conferred upon it as set forth in the several Declarations of Restrictions that shall from time to time be filed with respect to lands within Lauderdale West, and all of the powers and duties reasonably necessary to fulfill the obligations and perform the services imposed upon it by all such Declarations of Restrictions, including but not limited to those powers enumerated in paragraph 3.5 below.

3.4 To lease lands in Lauderdale West from Lauderdale West Associates and to operate and maintain the recreation facilities located thereon for the joint use and enjoyment of its members, the form of which lease is attached hereto as Exhibit B.

3.5 The powers of the Association shall include but shall not be limited to the following:

- a. to make and collect assessments against members to defray the costs, expenses and losses of the Association and the condominiums and detached (single family) homes.
- b. to use the proceeds of assessments in exercise of its powers and duties.
- c. to maintain, repair replace and operate, and to purchase insurance upon condominium property and property jointly owned by its members and property with respect to which its members have a joint right of use.
- d. to reconstruct improvements after casualty and to further improve property.
- e. to make and amend reasonable Rules and Regulations respecting the use of all property within the Lauderdale West Project Area, provided, however, that all such Rules and Regulations and their amendments, except the initial Rules and Regulations and those heretofore adopted, shall be approved by not less than 75% of the entire membership of the Association before each shall become effective.
- f. to be the grantee of easements of ingress and egress within Lauderdale West for the use and enjoyment of its members, their invitees and guests.
- g. to approve or disapprove the transfer, mortgage and ownership of apartments as may be provided by the respective Declarations of Condominiums and the By-Laws and Declarations of Restrictions.
- h. to enforce by legal means the provisions of the Condominium Act, the respective Declarations of Condominiums, these Articles, the By-Laws and Rules and Regulations of the Association, and the Declarations of Restrictions.
- i. to contract for the management of the Association with a third party contractor and to delegate to such contractor all the powers and duties of the Association

except such as are specifically required by the respective Declarations of Condominium and the Declarations of Restriction to have approval of the Board of Directors or the membership of the Association.

j. to contract for the management or operation of portions of the common property or jointly held or used property susceptible to separate management or operation.

k. to employ personnel to perform the services required for the proper operation of the Association.

l. to conduct its business in accordance with the sense, meaning, direction, purpose and intent of the respective Declarations of Condominium and Declarations of Restrictions as the same may be from time to time amended and to otherwise perform, fulfill and exercise the powers and privileges, options, rights, duties, obligations and responsibilities entrusted to or delegated to it by said Declarations and its By-Laws or any of them.

3.6 The Association shall not have the power to purchase an apartment of a condominium or residence except as sales in foreclosure of liens for assessments for common expenses, at which sales the Association shall bid no more than the amount secured by its lien. The provision shall not be changed without unanimous approval of the members and the joinder of all record owners of mortgages upon property within Lauderdale West

3.7 All funds and title of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the respective Declarations of Condominium, the Declaration of Restrictions, these Articles of Incorporation and the By-Laws.

3.8 The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the respective Declarations of Condominium, the Declarations of Restrictions these Articles of Incorporation and By-Laws.

ARTICLE 4 Members

4.1 The voting members of the Association shall be record owners of **544** condominium apartments and record owners of **815 lots/detached** homes in Lauderdale West for a total of **1,359** members.

4.2 After receiving approval of the Association, change of membership in the Association shall be established by recording in the public records of Broward County, Florida, a deed or other instrument establishing a record title to a condominium apartment or lot/detached home and the delivery to the Association of copies of such instruments. The owners designated by such instruments then become members of the Association and the membership of the prior owner(s) is terminated.

4.3 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 his apartment or lot/detached home.

4.4 Each apartment or lot/detached home shall be entitled to one vote as a member of the Association. The manner of exercising voting rights shall be determined by the By-Laws of the Association.

ARTICLE 5 Directors

5.1 The affairs of the Association will be managed by a board consisting of a number of directors determined by the By-Laws, but not less than five nor more than eleven directors. Directors shall be members of the Association.

5.2 Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

ARTICLE 6 Officers (*has been deleted*)

ARTICLE 7 Indemnification

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel 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 Association, whether or not he is a director or officer of the Association at the time such expenses are incurred, except when the director 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 shall apply only when the Board of Directors approves such settlements and reimbursement as being for the best interests of the 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 8 By-Laws

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

ARTICLE 9 Amendments

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

9.1 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.

9.2 A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing providing such approval is delivered to the secretary at or prior to the meeting.

Except as elsewhere provided,

a. Such approvals must be by not less than 66% of the entire membership of the Board of Directors and by not less than 66% of the votes of the entire membership of the Association.

b. By not less than 80% of the votes of the entire membership of the Association.

9.3 Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of members, nor any change in Section 3.6 of Article 3, without approval in writing by all members and the joinder of all record owners of mortgages upon property within Lauderdale West. No amendment shall be made that is in conflict with the Condominium Act, the respective Declarations of Condominium, or the Declarations of Restrictions.

9.4 A copy of each amendment shall be certified by the Secretary of State and be recorded in the Public Records of Broward County, Florida.

ARTICLE 10 Term

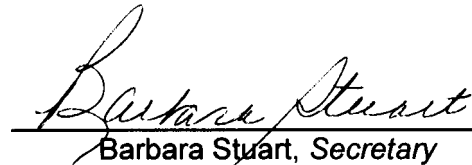
The term of the Association shall be perpetual unless all the condominiums comprising it are terminated and the Declaration of Restrictions shall be terminated, and in the event of such termination, the Association shall be dissolved in accordance with the law.

ARTICLE 11 Definitions

11.1. The definitions contained in the Florida Condominium Act are hereby adopted to the extent that such definitions are applicable to these Articles of Incorporation.

IN WITNESS WHEREOF, the President and Secretary of Lauderdale West Community Association No. 1, Inc. have executed this Revised Articles of Incorporation this 25th day of May, 2000.

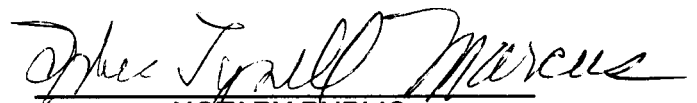

Marvin Greenberg, President


Barbara Stuart, Secretary

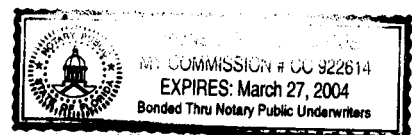
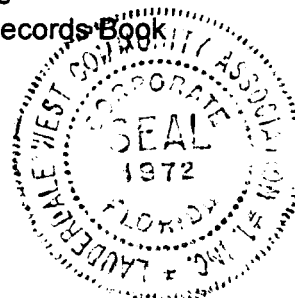
STATE OF FLORIDA)
COUNTY OF BROWARD)
CITY OF PLANTATION)

Before me, a notary public of the State of Florida, personally appeared Marvin Greenberg and Barbara Stuart, known to me to be the persons who executed the foregoing Revised Articles of Incorporation and they acknowledged to me that they executed the Revised Articles of Incorporation for the purpose therein stated.

In Witness Whereof, I have hereunto set my hand and seal this 25th day of May, 2000.


NOTARY PUBLIC

Original Documents and amendments
have been Recorded in the Official Records Book
of Broward County, Florida



**EXHIBIT "A" TO ARTICLES OF INCORPORATION of
LAUDERDALE WEST COMMUNITY ASSOCIATION NO. 1, INC.**

A parcel of land in Sections 32 and 33, Township 49 South, Range 41 East, said parcel including portions of said Sections 32 and 33, according to the Everglades Plantation Company Amended Plat, as recorded in Plat Book 2 at Page 7 of the Public Records of Dade County, Florida and being more particularly described as follows:

All that portion of Section 32 lying East of the Easterly right-of-way line of Pine Island Road as now laid out, established and dedicated, excepting therefrom all that portion thereof lying within the Old Plantation Water Control District right-of-way; and a parcel of land in said Section 33 beginning at the Southwest corner of said Section 33; thence run North $89^{\circ} 58' 58''$ East 1921 feet along the South line of said Section 33; thence run North $22^{\circ} 27' 27''$ East 944.76 feet, to a point of curvature of a curve to the left, having a radius of 1450 feet and a central angle of $36^{\circ} 53' 05''$, run Northeasterly and Northwesterly 933.45 feet, to a point of tangency; thence run North $14^{\circ} 25' 36''$ West 1686.13 feet along the tangent extended; thence run South $89^{\circ} 56' 06''$ West 1980.01 feet, to an intersection with the West line of said Section 33; thence run South $0^{\circ} 54' 15''$ East 75.84 feet along said West line, to an intersection with a line 1933 feet South of, as measured at right angles, and parallel to the North line of aforesaid Section 32; thence run South $89^{\circ} 56' 08''$ West 4457.71 feet along said parallel line, to an intersection with a line 824.42 feet East of, as measured at right angles, and parallel to the West line of said Section 32; thence run South $0^{\circ} 54' 19''$ East 3344.13 feet along said parallel line, to an intersection with the South line of said Section 32; thence run North $89^{\circ} 56' 10''$ East 4457.65 feet along said South line of Section 32, to the Point of Beginning. Excepting therefrom all that portion thereof lying within the Old Plantation Water Control District right of way .