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**ARTICLES OF INCORPORATION
FOR
CENTRA FALLS HOMEOWNERS ASSOCIATION, INC.**

The undersigned incorporator, for the purpose of forming a corporation not-for-profit pursuant to the laws of the State of Florida, adopts the following Articles of Incorporation:

**ARTICLE 1
NAME**

The name of the corporation shall be CENTRA FALLS HOMEOWNERS ASSOCIATION, INC. ("Association"). These Articles of Incorporation shall hereinafter be referred to as the "Articles" and the By-Laws of the Association as the "By-Laws."

**ARTICLE 2
PURPOSE**

The purpose for which the Association is organized is to provide an entity for operating, administering, managing, and maintaining a planned residential community located in Pembroke Pines, Florida known as "Centra Falls", in accordance with the Declaration for Centra Falls to be recorded in the Public Records of Broward County, Florida ("Declaration").

**ARTICLE 3
DEFINITIONS**

The initially capitalized terms used and not defined in these Articles shall each have the same definitions and meanings as those set forth in the Declaration unless provided to the contrary in these Articles, or unless the context otherwise requires.

**ARTICLE 4
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 the State 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 Centra Falls 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 fix, levy, make, collect and enforce payment of Assessments and other charges against Members, as Owners, and to use the proceeds thereof in the exercise of its powers and duties.

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- (b) To buy, own, operate, lease, sell, trade and mortgage both real and personal property.
- (c) To operate and maintain the Surface Water Management System as required by the Permit, all other applicable permits, the Declaration, and applicable SFWMD and/or SBDD rules and regulations.
- (d) To maintain, repair, replace, reconstruct, add to and operate Centra Falls, and other property acquired or leased by the Association.
- (e) To purchase insurance covering all of the Common Areas, or portions thereof, Townhome Buildings, and Homes, and insurance for the protection of the Association, its officers, directors and Owners.
- (f) To make and amend reasonable Rules and Regulations for the maintenance, conservation and use of Centra Falls and for the health, comfort, safety and welfare of the Owners.
- (g) To enforce by legal means the provisions of the Declaration, these Articles, the By-Laws, and the Rules and Regulations concerning the use of Centra Falls, subject, however, to the limitation regarding assessing Homes owned by Developer for fees and expenses relating in any way to claims or potential claims against Developer as set forth in the Declaration and/or By-Laws.
- (h) To contract for the management, operation, administration and maintenance of Centra Falls, including contracts and agreements with any other person or entity the Association deems necessary in order to effectively manage, operate, administer and maintain Centra Falls and to authorize a management agent or company (who may be an affiliate of Developer) to assist the Association in carrying out its powers and duties by performing functions including, but not limited to, the submission of proposals, collection of Assessments, preparation of records, enforcement of Rules and Regulations and Community Standards, maintenance, repair and replacement of the Common Areas with funds as shall be made available by the Association for such purposes. The Association and its officers and directors shall, however, retain at all times the powers and duties granted by the Declaration, these Articles and the By-Laws, including, but not limited to, the making of Assessments, promulgation of Rules and Regulations and execution of contracts on behalf of the Association.
- (i) To contract with a cable operator licensed by the City or County to provide cable television service on a bulk rate or other basis to Owners.
- (j) To employ personnel to perform the services required for the proper

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operation of Centra Falls.

- (k) To pay all Operating Costs, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of Association.
- (l) To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of Centra Falls to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines and as provided in the Declaration.
- (m) To establish committees and delegate certain functions to those committees.
- (n) To have and to exercise any and all powers, rights and privileges which a not-for-profit corporation organized under the laws of the State of Florida may now, or hereafter, have or exercise including, but not limited to, all powers set forth in Chapters 617 and 720 of the Florida Statutes.
- (o) To perform all duties and obligations of Association as set forth in these Articles, the Declaration and By-Laws.
- (p) To exercise the emergency powers as provided in Section 720.316 of the Florida Statutes.

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 Members 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 Members, 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. In the event of termination, dissolution or final liquidation of the Association, the Surface Water Management System and the responsibility for operation and maintenance of the Surface Water Management System shall be transferred to and accepted by an entity which complies with the applicable provisions of the Florida Administrative Code and approved by the SFWMD (as applicable) prior to such termination, dissolution or liquidation. That entity shall be an appropriate local government agency or, if such agency does not accept the transfer, it shall be a similar not-for-profit corporation.

4.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of these Articles, the Declaration and the By-Laws.

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ARTICLE 5
MEMBERS

- 5.1 **Membership.** The members of the Association ("**Members**") shall consist of the Owners of Centra Falls from time to time, including Developer, as further described in the Declaration.
- 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 Home for which that share is held. Upon acquisition of a Home within Centra Falls, the Owner shall automatically become a Member of the Association, and upon the sale of a Home in Centra Falls, the membership appurtenant to such Home shall automatically pass to the subsequent Owner of the Home.
- 5.3 **Voting.** The Association shall have two (2) classes of Members, each with voting rights as follows (the "**Voting Interest**"):
- 5.3.1 **Class A Members.** Prior to the cessation of Class B membership, Class A Members shall consist of all Owners with the exception of Developer. Class A Members shall be entitled to cast one (1) vote for each Home or Lot owned by them. If a Home is built on a Lot, the Class A Member owning such Lot shall be entitled to only one (1) vote.
- 5.3.2 **Class B Members.** The Class B Member shall be Developer. The Class B Member shall be entitled to four (4) votes for each vote that all Class A Members are entitled to cast at any time. The Class B membership shall cease upon the first to occur of the following events:
- (a) December 31, 2030, or
 - (b) when the Developer records a notice in the Public Records of County expressly terminating its Class B membership; or
 - (c) the Turnover Date.
- Upon termination of the Class B membership, Developer shall be deemed and become a Class A Member entitled to vote as specified in the By-Laws and these Articles.
- 5.4 **Meetings.** The By-Laws shall provide for an annual meeting of Members and may make provision for regular and special meetings of Members other than the annual meeting.

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ARTICLE 6
TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE 7
INCORPORATOR

The name and address of the incorporator of the Association is as follows:

Harry Posin
401 East Las Olas Boulevard
Suite 1400
Fort Lauderdale, FL 33301

ARTICLE 8
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 Members 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:

Gary Clement
401 East Las Olas Blvd., Suite 1400
Fort Lauderdale, FL 33301

Vice President:

Gretchen Stoudt
401 East Las Olas Blvd., Suite 1400
Fort Lauderdale, FL 33301

Secretary, Treasurer:

Frank Rodgers
401 East Las Olas Blvd., Suite 1400
Fort Lauderdale, FL 33301

ARTICLE 9
DIRECTORS

- 9.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board of directors hereinafter referred to as the "**Board of Directors**" or "**Board**") consisting of the number of directors determined in the manner provided by the By-Laws, but which shall consist of not less than three (3) directors.

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- 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 as provided in the Declaration or the By-Laws.
- 9.3 Election; Removal. Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by and subject to the qualifications set forth in the By-Laws. Directors 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:

Gary Clement

Gretchen Stoudt

Frank Rodgers

ARTICLE 10 **INDEMNIFICATION**

- 10.1 Indemnity. The Association shall indemnify, defend and hold harmless any person 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 he is or was a director, employee, officer, or agent of the Association, against reasonable expenses (including reasonable attorneys' fees and costs at all tribunal levels), judgments, fines and amounts paid in settlement actually and reasonably incurred by him 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 he did not act in good faith or in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, and with respect to any criminal action or proceeding, that he had reasonable cause to believe that his 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 plea 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 he reasonably believed to be in, or not opposed to, the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. The Association shall have no duty to indemnify any party described in this Section 10.1, for any settlement entered, unless the party has received Association approval for the settlement entered.