

EXHIBIT "C"

ORB 7398 Pg 233

ARTICLES OF INCORPORATION FOR
GRAND FAIRFIELD HOMEOWNERS ASSOCIATION, INC. a Florida corporation not for profit

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned incorporators by these Articles associate themselves for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, and hereby adopt the following Articles of Incorporation:

ARTICLE I

NAME

The name of the corporation shall be GRAND FAIRFIELD 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 Bylaws of the Association as the "Bylaws."

ARTICLE II

PURPOSE

The purpose for which the Association is organized is to provide an entity for the purpose of administering a residential real estate project known as GRAND FAIRFIELD (the "Project").

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, Restrictions and Easements for GRAND FAIRFIELD (the "Declaration") to be recorded in the Public Records of Palm Beach County, Florida, and/or the Bylaws, 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 Bylaws.

4.2 Enumeration. The Association shall have all of the powers reasonably necessary to operate the Project pursuant to the Declaration and as more particularly described in the Bylaws 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 Members as Lot 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 Project, and other property acquired or leased by the Association.
- (d) To purchase insurance upon the Common Properties and insurance for the protection of the Association, its officers, directors and Owners.
- (e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Project and for the health, comfort, safety and welfare of the Owners.
- (f) To approve or disapprove the leasing, transfer, ownership and possession of Lots as may be provided by the Declaration.
- (g) To enforce by legal means the provisions of the Declaration, these Articles, the Bylaws, and the rules and regulations for the use of the Project, subject, however, to the limitation regarding assessing Lots owned by the Developer for fees and expenses relating in any way to claims or potential claims against the Developer as set forth in the Declaration and/or Bylaws.
- (h) To contract for the management and maintenance of the Project and to authorize a management agent (who may be an affiliate of the Developer) 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 Properties 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, including, but not limited to

See Dec 18.10

the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

- (i) To employ personnel to perform the services required for the proper operation of the Project.
- 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 Bylaws.
- 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.
- 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 Bylaws.

ARTICLE 5

MEMBERS

- 5.1 Membership. The members of the Association ("Members") shall consist of the Developer and all of the Owners of Lots in the Project from time to time, 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 Lot 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 Lot, which vote shall be exercised or cast in the manner provided by the Declaration and Bylaws; provided, however, the Developer shall also have additional votes in accordance with its Class B membership, as provided in the Declaration. Any person or entity owning more than one Lot shall be entitled to one vote for each Lot owned.
- 5.4 Meetings. The Bylaws shall provide for an annual meeting of Members, and may make provision for regular and special meetings of Members other than the annual meeting.

ARTICLE 6

TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE 7

INCORPORATORS

The names and address of the Incorporators to these Articles are as follows:

<u>NAME</u>	<u>ADDRESS</u>
ELIZABETH EVANS	Suite 106 3350 N.W. 53rd Street Fort Lauderdale, Florida 33309
STEVEN C. REEGER	Suite 106 3350 N.W. 53rd Street Fort Lauderdale, Florida 33309
JILL HOFFMAN	Suite 106 3350 N.W. 53rd Street Fort Lauderdale, Florida 33309

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 Bylaws. 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 Bylaws 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:

<u>President</u>	ELIZABETH EVANS
<u>Vice President</u>	STEVEN C. REEGER
<u>Secretary/Treasurer</u>	JILL HOFFMAN

ARTICLE 9

DIRECTORS

- 9.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board (the "Board of Directors") consisting of the number of Directors determined in the manner provided by the Bylaws, but which shall consist of not less than three (3) Directors. Directors need not be members of the Association or Owners of Lots in the Project.
- 9.2 Duties and Powers. All of the duties and powers of the Association existing under the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board, its agents, contractors or employees, subject only to approval by Lot Owners when such approval is specifically required and except as provided in the Declaration.
- 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 Bylaws. Directors may be removed and vacancies on the Board shall be filled in the manner provided in the Bylaws.
- 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 Bylaws are as follows:

<u>NAME</u>	<u>ADDRESS</u>
ELIZABETH EVANS	Suite 106 3350 N.W. 53rd Street Fort Lauderdale, Florida 33309
STEVEN C. REEGER	Suite 106 3350 N.W. 53rd Street Fort Lauderdale, Florida 33309
JILL HOFFMAN	Suite 106 3350 N.W. 53rd Street Fort Lauderdale, Florida 33309

ARTICLE 10

INDEMNIFICATION

- 10.1 Indemnity. The Association shall indemnify 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 expenses (including attorneys' fees and appellate attorneys' fees) 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 interest 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.

- 10.2 Expenses. To the extent that a Director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 10.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.
- 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 Director, officer, employee or agent 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 Director, 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 Director, officer, employee or agent of the Association, or is or was serving, at the request of the Association, as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and insured by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him 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 11

BYLAWS

The first Bylaws of the Association shall be adopted by the board and may be altered, amended or rescinded in the manner provided in the Bylaws and the Declaration.

ARTICLE 12

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 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 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 Members of the Association 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 Lot Owners other than the Developer, by not less than 80% of the votes of all of the Members of the



Association represented at a meeting at which a quorum has been attained; or

- (c) after control of the Association is turned over to Lot Owners other than the Developer, by not less than 100% of the entire Board; or
- (d) before control of the Association is turned over to the Lot Owners other than the Developer, 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 Members, nor any changes in Sections 4.3, 4.4 or 4.5 of Article 4, entitled "Powers," without the approval in writing of all Members and the joinder of all Mortgagees. No amendment shall be made that is in conflict with the Declaration or the Bylaws, 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 Developer, or an affiliate of the Developer, unless the Developer shall join in the execution of the amendment. No amendment to this paragraph 12.3 shall be effective.

12.4 Developer. The Developer may amend these Articles (consistent with the provisions of the Declaration allowing certain amendments to be effected by the Developer alone) without any consent of Members.

12.5 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law.

ARTICLE 13

PRINCIPAL ADDRESS OF ASSOCIATION

The principal office of this corporation shall be at Suite 106, 3350 N.W. 53rd Street, Fort Lauderdale, Florida 33309, or such other place as may subsequently be designated by the Board.

ARTICLE 14

CONVEYANCE


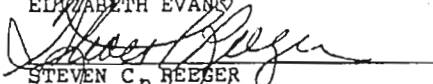
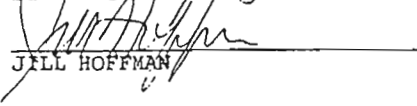
The Association shall accept any and all deeds of conveyance delivered to it by the Developer.

ARTICLE 15

REGISTERED AGENT

The initial registered agent of the Association shall be Pulte Home Corporation, a Michigan corporation qualified to do business in Florida, with offices at Suite 106, 3350 N.W. 53rd Street, Fort Lauderdale, Florida 33309.

IN WITNESS WHEREOF, the Incorporators have affixed their signatures as of this 17 day of March, 1992.


ELIZABETH EVANS

STEVEN C. REEGER

JILL HOFFMAN

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CERTIFICATE DESIGNATING PLACE OF BUSINESS OR
DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS
STATE NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

FILED
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SECRETARY OF STATE
TALLAHASSEE FLORIDA

In compliance with the laws of Florida, the following
submitted:

First that desiring to organize under the laws of the State of
Florida with its principal office, as indicated in the foregoing
Articles of Incorporation, at City of Fort Lauderdale, County of
Broward, State of Florida, the corporation named in the said
Articles has named PULTE HOME CORPORATION, a Michigan corporation,
qualified to do business in Florida, as its statutory registered
agent.

Having been named the statutory registered agent of said
corporation at the place designated in this certificate, I hereby
accept the same and agree to act in this capacity, and that I am
familiar with and accept the obligations of Florida Statutes
§607.325.

PULTE HOME CORPORATION, a
Michigan corporation qualified
to do business in Florida

By: Steven J. Feldman
STEVEN J. FELDMAN, as Authorized
Signatory

Dated this 17 day of March, 1992


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STATE OF FLORIDA)
)SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 17 day of March, 1992, by STEVEN J. FELDMAN, as Authorized Signatory of Pulte Home Corporation, on behalf of the corporation. He is personally known to me and did take an oath.

Christine Carpintero

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

(Name ~~Please print name~~ or stamp)
 BY COMMISSION # AA 63148 EXPIRES
FEBRUARY 13, 1993
BROWARD COUNTY PUBLIC SAFETY, INC.
Comm. Exp. Date