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SECRETARY OF STATE
TALLAHASSEE FLORIDA

ARTICLES OF INCORPORATION
OF
FORT ANTIGUA AT CORAL BAY VILLAGE ASSOCIATION, INC.

The undersigned Subscriber desiring to form a corporation not-for-profit, pursuant to the laws of the State of Florida, hereby adopts the following Articles of Incorporation:

EFFECTIVE DATE
5-23-91

ARTICLE 1
NAME

The name of the corporation shall be Fort Antigua at Coral Bay Village Association, Inc. For convenience, the corporation shall be referred to in this instrument as "the Village Association," these Articles of Incorporation as "these Articles," and the By-Laws of the Village Association as "the By-Laws."

ARTICLE 2
PURPOSES

The purposes for which the Village Association is formed are to bring about civic and social improvements: (a) by providing for the preservation of the architecture and appearance of the planned residential development known as Fort Antigua at Coral Bay ("the Village") located in Broward County, Florida; and (b) by owning, operating and maintaining the Village Properties within the Village which may be granted and conveyed by Declarant (as defined in the Declaration of Covenants) to the Village Association for the use of all residents of the Village.

ARTICLE 3
DEFINITIONS

The terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration of Covenants, Conditions and Restrictions for Fort Antigua at Coral Bay ("the Declaration of Covenants"), unless herein provided to the contrary or unless the context otherwise requires.

ARTICLE 4
POWERS

4.1 General. The Village Association shall have all of the powers and privileges granted under the Florida Not-For-Profit Corporation Law and all of the powers and privileges which may be granted under any other applicable laws of the State of Florida reasonably necessary to effectuate and implement the purposes of the Village Association, including, but not limited to, the following:

- A. To enter into, make, establish and enforce, rules, regulations, by-laws, covenants, restrictions and agreements to carry out the purposes of the Village Association.

B. To make and collect assessments against members of the Village Association to defray the cost of expenses, reserves and losses incurred or to be incurred by the Village Association and to use the proceeds thereof in the exercise of the Village Association's powers and duties.

C. To own, purchase, sell, mortgage, lease, administer, manage, operate, maintain, improve, repair and/or replace real and personal property.

D. To hold funds for the exclusive benefit of the members of the Village Association as set forth in these Articles and as provided in the Declaration of Covenants and the By-Laws.

E. To purchase insurance for the protection of the Village Association, its officers, directors and members, and such other parties as the Village Association may determine to be in the best interests of the Village Association.

F. To operate, maintain, repair and improve all common areas, and such other portions of the subject property as may be determined by the Board from time to time.

G. To exercise architectural control over all buildings, structures and improvements to be placed or constructed upon any portion of the subject property pursuant to the Declaration of Covenants.

H. To provide for private security services within the subject property as the Board, in its discretion, determines necessary or appropriate.

I. To provide, purchase, acquire, replace, improve, maintain and/or repair such buildings, structures, street lights and other structures, landscaping, paving and equipment, both real and personal, related to the health, safety and social welfare of the members of the Village Association and the owners and residents of the subject property as the Board, in its discretion, determines necessary or appropriate.

J. To employ personnel necessary to perform the obligations, services and duties required of or to be performed by the Village Association and/or to contract with others for the performance of such obligations, services and/or duties.

K. To operate and maintain, if necessary, the surface water management and drainage system for the Village as permitted by the South Florida Water Management district, including all lakes, retention areas, culverts and related appurtenances.

4.2 Village Properties. All funds and titles of all properties acquired by the Village Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declaration of Covenants, these Articles and the By-Laws.

4.3 Distribution of Income. The Village Association shall make no distribution of income to its members, directors or officers.

4.4 Limitation. The powers of the Village Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Covenants and the By-Laws.

4.5 Effect of Community Development District. The nature, objects and purposes of the Village Association as outlined above, shall be limited to the extent they are performed by the Community Development District established by Declarant and comprised, in whole or in part, of the Village.

ARTICLE 5 TERM OF EXISTENCE

The Village Association shall have perpetual existence. Its existence shall commence on the date these Articles are acknowledged.

ARTICLE 6 SUBSCRIBER

The name and address of the Subscriber to these Articles are as follows:

Terry V. Mauser
111 N.E. First Street
Miami, Florida 33132.

ARTICLE 7 MEMBERS

7.1 Membership. The members of the Association shall consist of all of the record owners of units in the Village, including but not limited to Declarant.

7.2 Assignment. A member's share of the funds and any assets of the Association shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to the member's unit.

7.3 Voting. On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each unit, which vote shall be exercised or cast in the manner provided by the Declaration of Covenants and the By-Laws. Any person or entity owning more than one unit shall be entitled to one vote for each unit owned.

7.4 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.

**ARTICLE 8
BOARD OF DIRECTORS**

8.1 Management by Directors. The affairs of the Village Association shall be managed by a Board consisting of the number of directors set forth in the By-Laws, but no fewer than three (3). Except for directors appointed by the Declarant, at least a majority of the directors shall be members of the Association.

8.2 Duties and Powers. All of the duties and powers of the Association existing in the Declaration of Covenants, these Articles and the By-Laws shall be exercised exclusively by the Board, its agents, contractors or employees, subject only to approval by the members when such approval is specifically required.

8.3 Election; Removal. Declarant shall appoint the first Board of Directors who shall hold office for the periods described in the By-Laws.

8.4 First Directors. The names and addresses of the first Board who shall hold office until their successors are elected and have qualified are as follows:

Dirk Neumann
6600 South Bay Drive
Margate, FL 33063

Paul Bilton
6600 South Bay Drive
Margate, FL 33063

Barbara Green
6600 South Bay Drive
Margate, FL 33063

**ARTICLE 9
OFFICERS**

The affairs of the Village Association shall be administered by the officers designated in the By-Laws. The officers shall be elected by the Board at its first meeting and they shall serve at the Board's pleasure. The By-Laws may provide for the removal of officers, the filling of vacancies and the duties of the officers.

**ARTICLE 10
INDEMNIFICATION**

10.1 In General. The Village Association shall indemnify any person who was or is a party or is threatened to be made a party to any proceedings, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Village Association) by reason of the fact that he is or was a director, employee, officer or agent of the Village Association. The Village Association's indemnification of each such person shall be for 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 legal action, suit or proceeding if he acted in good faith and in a manner reasonably believed to be in or not opposed to the best interest of the Village Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful, except that no indemnification shall be made in respect of any claim, issue or matter as to which

such person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the Village Association unless and only to the extent that the court in which such action or suit is brought shall determine upon application, that despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. 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 Village Association's best interest, 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 Village Association has been successful on the merits or otherwise in defense of an action, suit or proceeding referred to in Section 10.1 or in defense of any claim, issue or matter herein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith, which expenses shall be repaid forthwith.

10.3 Approval. Any indemnification under Section 10.1 (unless ordered by a court) shall be made by the Village Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 10.1. Such determination shall be made: (a) by a majority vote of a quorum of the Board consisting of directors who were not parties to such action, suit or proceeding; or (b) if such quorum is not obtainable, or, even if obtainable and a quorum of disinterested directors so directs, by independent legal counsel in a written opinion; or (c) by a majority of the members.

10.4 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Village Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board in a specific case.

10.5 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. The indemnification shall pertain to the individual while in office after he is no longer a director, officer, employee and/or agent and shall inure to the benefit of the heirs and personal representative of said person.

10.6 Insurance. The Village 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 Village Association, or is or was serving at the request of the Village 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 incurred by him in any such capacity, or have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE 11
BY-LAWS

The first By-Laws of the Village Association shall be adopted by the Board designated herein. Thereafter, the By-Laws may be altered, amended or rescinded by the directors and members in the manner provided by the By-Laws.

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 those voting members of the Association owning not less than one-third (1/3) of the total number of Units in the Village. 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. Any proposed amendment shall require the approval of either:

A. Those members of the Association owning not less than one-third (1/3) of the total number of Units in the Village and by not less than a majority of the Board; or

B. Than those members of the Association owning not less than a majority of the total number of Units in the Village.

12.3 Limitation. Anything herein to the contrary notwithstanding, no amendment shall make any changes in the qualifications for membership or in the voting rights or property rights of members, or any changes in Sections 4.2, 4.3 and 4.4 of Article 4, hereof, without approval in writing by all members and the joinder of all record holders of the mortgages upon units in the Village. No amendment shall be made that is in conflict with the express provisions of Declaration of Covenants, nor shall any amendments make any changes which would in any way affect any of the rights, privileges, powers or position in favor of or reserved by Declarant, or any institutional first mortgagee, or an affiliate of Declarant, unless Declarant, such mortgagee or affiliate shall join in the execution of the amendment.

12.4 Permissible Number of Amendments. Any number of amendments may be submitted to the Board and voted upon by them at any one meeting.

12.5 Written Action without Meeting. If all of the Directors eligible to vote and those members owning not less than a majority of the Units in the Village

sign a written statement manifesting their intention that an amendment to these Articles be adopted and such statement is executed in the manner provided by Florida law for amending the Articles of Incorporation of a Florida corporation not for profit, then the amendment shall thereby be adopted as though the requirements of Sections 12.1 and 12.2 have been satisfied.

12.6 Amendment by Declarant. In addition to the above, so long as Declarant is entitled to appoint a Majority of the Directors of the Village Association, Declarant shall be entitled to amend these Articles and the By-Laws unilaterally. Furthermore, no amendment shall 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, Declarant, unless Declarant joins in the execution of the amendment.

12.7 Filing of Amendment. Upon the approval of an amendment to these Articles, Articles of Amendment shall be executed and delivered to the Department of State as provided by law, and a copy certified by the Department of State shall be recorded in the Public Records of the county in which the subject property is located.

ARTICLE 13 REGISTERED AGENT

The name and street address of the first registered agent authorized to accept service of process within Florida for the Village Association is:

Terry V. Hauser
111 N.E. First Street
Miami, Florida 33132.

305-371-5588
2144

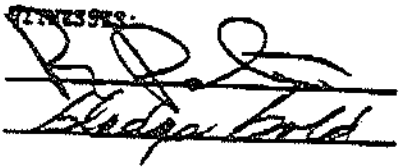
ARTICLE 14 DISSOLUTION

14.1 Proposal of Dissolution. A majority of the Board may propose the Dissolution of the Village Association at a regular or special meeting of the Board called for that purpose. Such proposal must set forth with particularity and specificity the manner in which the Village Properties are to be owned and managed, the interests which each Landowner or Unit owner will have in the Village Properties, the disposition, if any, of the funds and assets of the Village Association, and such other items as the Board deems appropriate. Adoption of the proposal shall require the affirmative vote of all members of the Board and all of the Owners of Land or Units in the Village and shall further require compliance with Section 14.2, below.

14.2 Additional Consent Required. The Village Association may not be dissolved without the prior written consent of the City of Margate, the South Florida Water Management District, any successor governmental authorities, or the Community Development District specified in Section 4.5 hereof. In the event of dissolution or final liquidation of the Village Association, the assets, both real and personal, of the Village Association, shall be dedicated to an appropriate

public agency or utility to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the Village Association. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization, to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the Village Association. No such disposition of Village Association properties shall be effective to divest or diminish any right or title of any member vested under the Declaration of Covenants unless made in accordance with the provisions of such Declaration of Covenants.

IN WITNESS WHEREOF, the Subscriber has affixed his signature this 23 day of May 1991.

WITNESSES:


 Hedgeford




 TERRY V. HAUSER

STATE OF FLORIDA)
) ss:
 COUNTY OF DADE)

Before me personally appeared TERRY V. HAUSER, to me well known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 23 day of May 1991.



 Notary Public
 State of Florida at large

My commission expires:



ACKNOWLEDGMENT AND CONSENT OF REGISTERED AGENT

Having been named to accept service of process for Fort Antigua at Coral Bay Village Association, Inc., at the place designated in these Articles, the undersigned agrees to act in this capacity, and further agrees to comply with the provisions of all statutes relative to the proper and complete performance of its duties.


TERRY V. RAUBER 5/23/91 Date

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SECRETARY OF STATE
TALLAHASSEE