

**ARTICLES OF INCORPORATION**  
**OF**  
**HARWOOD B - CONDOMINIUM**  
**ASSOCIATION, INC.**

(A CORPORATION NOT FOR PROFIT)

RE-TYPED ARCHIVAL COPY  
For Reference Purposes Only

This re-typed copy is intended solely as an archival/reference transcription of the historical document supplied. It does not replace the recorded original or any duly recorded amendment.

In order to form a corporation under and in accordance with the provisions of the laws of the State of Florida for the formation of corporations not for profit, We, the undersigned, hereby associate ourselves into a corporation for the purposes and with the powers hereinafter mentioned; and to that end we do, by these ARTICLES OF INCORPORATION, set forth:

**I.**

The name of this corporation shall be as indicated in the title of this instrument. This corporation shall hereinafter be referred to as the "ASSOCIATION".

**II.**

The purpose for which the ASSOCIATION is organized is to provide an entity pursuant to Chapter 711, Fla. Stat., hereinafter referred to as the "CONDOMINIUM ACT", to operate that certain CONDOMINIUM, bearing the name HARWOOD "B" ASSOCIATION (hereinafter referred to as the "CONDOMINIUM"), at Century Village, Deerfield Beach, Florida, in accordance with the DECLARATION OF CONDOMINIUM, (to which this CHARTER is attached as an EXHIBIT), this CHARTER, and the BY-LAWS OF THE ASSOCIATION.

**III.**

All definitions in the DECLARATION OF CONDOMINIUM and EXHIBITS attached thereto shall prevail in this instrument when applicable.

**IV.**

The ASSOCIATION shall have the following powers:

1. The ASSOCIATION shall have all of the powers and privileges granted to corporations not for profit except where the same are in conflict with the DECLARATION OF CONDOMINIUM and EXHIBITS attached thereto, including this CHARTER and the BY-LAWS of this ASSOCIATION.
2. The ASSOCIATION shall have all of the powers reasonably necessary to implement and effectuate the purposes of the ASSOCIATION, except as limited herein, as specified in the DECLARATION OF CONDOMINIUM, this CHARTER, the BY-LAWS of the ASSOCIATION, and F.S. 711.12 including, but not limited to:

(a) To make and establish Rules and Regulations governing the use of the CONDOMINIUM PROPERTY.

(b) To levy and collect assessments against members of the ASSOCIATION to defray the COMMON EXPENSES of the CONDOMINIUM as provided for in the DECLARATION OF CONDOMINIUM and EXHIBITS attached thereto, including but not limited to, the provision of insurance for the CONDOMINIUM PROPERTY and the ASSOCIATION, the acquiring, operating, leasing, managing and otherwise trading and dealing with property, whether real or personal (including UNITS in said CONDOMINIUM), which may be necessary or convenient for the operation and management of the CONDOMINIUM and to do all things necessary to accomplish the purposes set forth in said DECLARATION OF CONDOMINIUM.

(c) To maintain, improve, repair, reconstruct, replace, operate and manage the CONDOMINIUM PROPERTY.

(d) To contract for the management of the CONDOMINIUM and to delegate to such management all or any part of the powers and duties of the ASSOCIATION provided in this CHARTER, the DECLARATION OF CONDOMINIUM and EXHIBITS attached thereto.

(e) To enforce the provisions of said DECLARATION OF CONDOMINIUM, these ARTICLES OF INCORPORATION, the BY-LAWS of the ASSOCIATION and the RULES AND REGULATIONS governing the use of said CONDOMINIUM.

(f) To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to, or imposed upon the ASSOCIATION pursuant to the DECLARATION OF CONDOMINIUM.

(g) As provided in the DECLARATION OF CONDOMINIUM, to acquire and enter into agreements whereby the ASSOCIATION acquires leaseholds, (including a LONG-TERM LEASE on certain RECREATION FACILITIES providing recreational benefits for LESSEES residing in this CONDOMINIUM, CENTURY VILLAGE, Deerfield Beach, Florida) membership and other property or interests in land or facilities, whether or not contiguous to the lands of the CONDOMINIUM, intended to provide for the enjoyment, recreation or other use or benefit of the members, provided, that the same are located within the development known as CENTURY VILLAGE, Deerfield Beach, Florida.

(h) To approve or disapprove of the transfer, mortgage, ownership, leasing and occupants of CONDOMINIUM PARCELS.

## **V.**

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

1. The owners of all UNITS in the CONDOMINIUM and the Subscribers to this Certificate of Incorporation shall be members of the ASSOCIATION, and no other persons or entities shall be entitled to membership, except as provided in Item 4 of this ARTICLE V.

2. Subject to the provisions of the DECLARATION OF CONDOMINIUM and the BY-LAWS of this ASSOCIATION, membership shall be established by the acquisition of fee title to a UNIT in the CONDOMINIUM. The membership of any party shall be automatically terminated upon his being divested of title to all UNITS owned by such member in the CONDOMINIUM. Membership is non-transferable except as an appurtenance to a UNIT.

3. On all matters on which the membership shall be entitled to vote, each member shall have one vote for each UNIT in the CONDOMINIUM owned by such member. Such vote may be exercised or cast by the owner or owners of each UNIT in such manner as is provided for in the DECLARATION, or in the BY-LAWS hereinafter adopted by the ASSOCIATION.

4. Until such time as the CONDOMINIUM PROPERTY which this ASSOCIATION is intended to operate is submitted to CONDOMINIUM ownership by the recordation of the DECLARATION OF CONDOMINIUM, the membership of the ASSOCIATION shall be comprised of the Subscribers to these ARTICLES, each of whom shall be entitled to cast one vote on all matters on which the membership shall be entitled to vote.

## **VI.**

The ASSOCIATION shall have perpetual existence.

## **VII.**

The principal office of the ASSOCIATION shall be located on the CONDOMINIUM PROPERTY, Deerfield Beach, Florida.

## **VIII.**

The affairs of the ASSOCIATION will be managed by a Board of Directors consisting of three directors who need not be members of the ASSOCIATION.

Directors of the ASSOCIATION shall be elected in the manner provided 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.

The first election of directors by the members shall not be held until after the SPONSOR has transferred title to all of the CONDOMINIUM UNITS at CENTURY VILLAGE, Deerfield Beach, Florida, or until the SPONSOR elects to terminate its control of the CONDOMINIUM, or until after December 31, 1982, whichever occurs first. The Directors named in these ARTICLES shall serve until the first election of Directors, and any vacancies in their number occurring before the first election shall be filled by the remaining Directors or by the SPONSOR as provided for in the DECLARATION OF CONDOMINIUM and the BY-LAWS of the ASSOCIATION.

The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

**ANITA M. PATRICK**

**8912 Lighthouse Drive,  
Palm Beach Gardens, Florida 33403**

**CHARLES M. JACOBSON**

**3 Ocean Lane,  
Palm Beach, Florida 33480**

**NORMA V. CLARK**

**805 Bayberry Drive, #2  
Lake Park, Florida 33403**

## **IX.**

The officers of the ASSOCIATION shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the ASSOCIATION and shall serve at the pleasure of the Board of Directors. The names of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

**ANITA M. PATRICK**

**President**

**CHARLES M. JACOBSON**

**Vice-President**

**NORMA V. CLARK**

**Secretary and Treasurer**

## **X.**

The Subscribers to these ARTICLES OF INCORPORATION are the persons herein named to act and serve as members of the first Board of Directors of the ASSOCIATION, the names of which Subscribers and their respective post office addresses are more particularly set forth in ARTICLE VIII above.

## **XI.**

The original BY-LAWS of the ASSOCIATION shall be adopted by a majority vote of the Directors of the ASSOCIATION and thereafter, such BY-LAWS may be altered or amended only in such manner as said BY-LAWS provide.

## **XII.**

The ASSOCIATION shall indemnify its officers and directors as provided in the BY-LAWS.

## **XIII.**

Amendments to these ARTICLES OF INCORPORATION may be proposed and adopted in the manner set forth in ~~Schedule "A" attached hereto~~, and all rights conferred upon members herein are granted subject to the reservation of the instant clause.

Notwithstanding the foregoing provisions of this ARTICLE XIII, no amendment to these ARTICLES OF INCORPORATION may be adopted or become effective without the prior written consent of SPONSOR, and LESSOR under a LONG-TERM LEASE if any. No amendment shall be made if

it is in conflict with the CONDOMINIUM ACT, the DECLARATION OF CONDOMINIUM, MANAGEMENT AGREEMENT, MASTER MANAGEMENT AGREEMENT or LONG-TERM LEASE.

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 UNIT. The funds and assets of the ASSOCIATION shall belong solely to the ASSOCIATION, subject to the limitation that the same be expended, held or used for the benefit of the membership and for the purposes authorized in the DECLARATION OF CONDOMINIUM, this CHARTER and in the BY-LAWS of the ASSOCIATION hereafter adopted.

#### XIV.

The ASSOCIATION may enter into contracts or transact business with any firm, corporation, or other concern in which any or all officers, directors or members of the ASSOCIATION may have an interest of any nature whatsoever. No contract, including those entered or to be entered into with SPONSOR, LESSOR or MANAGEMENT FIRMS, shall be invalidated in whole or part by the ASSOCIATION, any subsequent officer, director and/or member(s) thereof on the grounds that the officers, directors and/or members had an interest, whether adverse or not, in the party contracted with, regardless of the fact that the vote of the directors, officers or members with an interest was necessary to obligate the ASSOCIATION.

At any meeting of the Directors of the ASSOCIATION which shall authorize or ratify any such contract or transaction, any interested director or directors may vote or act thereat, with like force and effect, as if he had not such interest (provided that in such case the nature of such interest [though not necessarily the extent or details thereof] shall be disclosed, or shall have been known to the directors or a majority thereof). A general notice that a director or officer is interested in any corporation or other concern of any kind above referred to shall be sufficient disclosure. No director shall be disqualified from holding office as director or officer of the ASSOCIATION by reason of any such adverse interests. No director, officer, or member having such adverse interest shall be liable to the ASSOCIATION or to any member or creditor thereof, or to any other person for any loss incurred by it under or by reason of such contract or transaction, nor shall any such director, officer or member be accountable for any gains or profits realized thereon.

**IN WITNESS WHEREOF, the subscribers have affixed their signatures this 17th day of July, 1974.**

**SCHEDULE "A" OF**

IN WITNESS WHEREOF, the subscribers have affixed their signatures this 17<sup>th</sup> day of July, 1974

Anita M. Patrick (SEAL)

ANITA M. PATRICK

Charles M. Jacobson (SEAL)

CHARLES M. JACOBSON

Norma V. Clark (SEAL)

NORMA V. CLARK

STATE OF FLORIDA )

COUNTY OF BROWARD )

Before me, the undersigned authority, personally appeared ANITA M. PATRICK, CHARLES M. JACOBSON AND NORMA V. CLARK, who, after being duly sworn, acknowledged that they executed the foregoing ARTICLES OF INCORPORATION for the purposes expressed in such ARTICLES, this 17<sup>th</sup> day of July, 1974.

(NOTARIAL SEAL)

James J. Thompson  
Notary Public, State of Florida at Large  
My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires May 22, 1978  
4 Bonded by American Fire & Casualty Co.

DEF. 5881 PAGE 357

**SCHEDULE "A" OF**  
**ARTICLES OF INCORPORATION OF**  
**HARWOOD "B" CONDOMINIUM ASSOCIATION, INC.**  
**(A Corporation Not for Profit)**

---

Amendments to these ARTICLES OF INCORPORATION shall be proposed and adopted in the following manner:

1. PROPOSAL. Amendments to these ARTICLES may be proposed by the BOARD acting upon vote of the majority of the Directors or by members of the ASSOCIATION having a majority of the votes in the ASSOCIATION, whether meeting as members or by an instrument in writing signed by them.
2. CALL FOR MEETING. Upon any amendment or amendments to these ARTICLES being proposed by said BOARD or members, such proposed amendment or amendments shall be transmitted to the President of the ASSOCIATION, or other officer of the ASSOCIATION in absence of the President, who shall thereupon call a Special Joint Meeting of the members of the BOARD and the membership for a date not sooner than twenty (20) days or later than sixty (60) days from receipt of such officer of the proposed amendment or amendments. It shall be the duty of the secretary to give to each member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a Special Meeting of the members is required as herein set forth.
3. VOTE NECESSARY; FILING. In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of sixty-six (66%) per cent of the entire membership of the BOARD and by an affirmative vote of the members having seventy-five (75%) per cent of the votes in the ASSOCIATION. Such amendment or amendments shall be filed within ten (10) days from said approval with the Department of State for approval, along with the appropriate filing fee.