

ARTICLES OF INCORPORATION
FOR
BRISTOL LAKES HOMEOWNERS ASSOCIATION, INC.
a Florida corporation not for profit

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TALLAHASSEE, FLORIDA

ARTICLE I
NAME AND ADDRESS

The name and initial address of this Corporation shall be:

Bristol Lakes Homeowners' Association, Inc.
10100 West Sample Road
Suite 205
Coral Springs, FL 33065

The name of this corporation shall sometimes hereinafter be referred to as the "Association".

ARTICLE II
PURPOSES

The general nature, objects and purposes of the Association are:

1. To promote the health, safety and social welfare of the Owners of Property within that said residential area referred to as Bristol Lakes, located in the City of Boynton Beach, Florida (hereinafter referred to as "Bristol") and described in the Declaration of Covenants and Restrictions for Bristol Lakes Homeowners' Association, Inc. (hereinafter referred to as the "Declaration"), executed contemporaneously herewith by HA CUMBER AT BOYNTON BEACH, INC., a Florida Corporation ("Developer"), and to be recorded in the Public Records of Palm Beach County, Florida.

2. To own and maintain, repave and replace the general and/or Common Areas, parks, sidewalks, and/or access paths, streets and other Common Areas, lakes, structures, landscaping and other improvements in and/or benefitting Bristol for which the obligation to maintain and repair has been delegated by the Developer to any accepted by the Association together with such tangible and intangible personal property as the Association shall hereafter own in connection with the performance of its purposes set forth herein (collectively "Association Property").

3. To control the specifications, architecture, design, appearance, elevation and location of, and landscaping around, all buildings and improvements of any type, including walls, fences, swimming pools, antennae, sewers, drains, disposal systems, or other structures constructed, placed or permitted to remain in Bristol, as well as the alteration, improvement, addition, or change thereto,

Exhibit B.

all pursuant to the Declaration.

4. To provide or provide for security, maintenance and such other services the responsibility for which has been accepted by the Association, and the capital improvements and equipment related thereto, in Bristol.

5. To operate without profit for the benefit of its Members.

6. To perform all of the functions contemplated of the Association, and to be undertaken by the Board of Directors of the Association in the Declaration.

**ARTICLE III
GENERAL POWERS**

The general powers that the Association shall have are as follows:

1. To hold funds solely and exclusively for the benefit of the Members for purposes set forth in these Articles of Incorporation.

2. To promulgate and enforce rules, regulations, by laws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized.

3. To delegate power or powers where such is deemed in the interest of the Association.

4. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of interests in real or personal property, except to the extent restricted hereby; to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation or association; to do nay and all acts necessary or expedite for carrying on any and all of the activities and pursuant to any and all of the objects and purposes set forth in the Articles of Incorporation and not forbidden by the laws of the State of Florida.

5. To fix assessments to be levied against the Lots located within Bristol and the cost of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, and to authorize its Board of Directors to enter into agreements with mortgage companies and other organizations for the collection of such assessments.

6. To charge recipients for services rendered by the Association and the user for use of Association Property where such is deemed appropriate by the Board of Directors of the Association.

7. To pay taxes and other charges, if any, on or against the Association Property or accepted by the Association.

8. In general, to have all powers conferred upon a corporation by the laws of the State of Florida, except as prohibited herein.

9. Maintain, repair, replace, operate and manage the Association Property, including the right to reconstruct improvements after casualty and further to improve and add to the Association Property.

10. This is a non-stock corporation.

11. To join any elective association or partnership, provided, however, for so long as Developer owns any Lot within Bristol, the Developer shall appoint any representative(s) to such elective association or partnership. After Developer no longer owns any Lot within Bristol, representative(s) shall be designated by vote of membership.

ARTICLE IV MEMBERS

1. Every person or entity who is a record Owner of a fee or undivided fee interest in a Lot, including the Developer at all times as long as it owns any part of the Property subject to the Declaration, shall be a member of the Association (the "Members"), provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment.

2. "Developer", "Owner", "Lot" and other defined terms used herein, and elsewhere in Articles are used with the definitions given those terms in the Declaration.

3. The Association shall have two classes of voting membership:

Class A Class A members shall be all of the Owners as defined in Article 1 of the Declaration with the exception of the Developer (as long as the Class B Membership shall exist, and thereafter, the Developer shall be a Class A Member to the extent it would otherwise qualify).

Class B The Class B Member shall be the Developer.

ARTICLE V VOTING AND ASSESSMENTS

1. Class A Members shall be entitled to one vote for each Lot in which they hold the interests required for membership. When more than one person holds such interest or interests in any Lot, all such persons shall be Owners, but the single vote for such Lot shall be exercised as they among themselves determine but, subject only to the following subsection. In no event shall more than one vote be cast with respect to any such Lot. The Class B Member shall be entitled to one vote, plus two votes for each vote entitled to be cast in the aggregate at any time and from time to time by the Class A Members. The Class B membership shall cease and terminate six months after the last Lot within the Property has been sold and conveyed by the Developer (or its affiliates) or any

builder, or sooner at the election of the Developer.

2. The Developer shall have the right to appoint all of the members of the Board of Directors for a period which shall end thirty days after Developer no longer owns at lease one (1) Lot in Bristol, or at an earlier date upon the voluntary election of the Developer.

3. The Association will obtain funds with which to operate by assessment of its Members in accordance with the provisions of the Declaration, as supplemented by the provisions of the articles and By-Laws of the Association relating thereto.

**ARTICLE VI
BOARD OF DIRECTORS**

The affairs of the Association shall be managed by a Board of Directors consisting of not less than three (3) nor more than five (5) Directors. The Developer shall have the right to appoint the Directors which shall comprise the Board of Directors as provided in Article V hereinabove. The initial Directors of the Association shall be Aftab A. Cumber, President/Director, whose address is 10100 West Sample Road, Suite 205, Coral Springs, FL 33065, Gul Cumber, Vice President/Secretary/Treasurer/Director, whose address is 10100 West Sample Road, Suite 205, Coral Springs, FL 33065, and Shams Rayani, Assistant Vice President, whose address is 10100 West Sample Road, Suite 205, Coral Springs, FL 33065, who shall serve until the organizational meeting of the Members of the Association. The Directors appointed at such organizational meeting shall serve until the first annual meeting of the Members. Thereafter, Directors shall serve for a term of one year, commencing upon the conclusion of each year's annual meeting of the Members. Upon the conclusion of the Developer's right to appoint the Board of Directors, election of Directors shall be by the vote of a majority of the Members entitled to vote at the annual meeting of the Members, in the manner to be provided in the By-laws of the Association.

**ARTICLE VII
OFFICERS**

The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board may from time to time, by resolution, create. Any two (2) or more offices may be held by the same person except the offices of President and Secretary. Officers shall be elected for one (1) year terms in accordance with the procedure set forth in the By Laws.

**ARTICLE VIII
CORPORATE EXISTENCE**

The Association shall have perpetual existence.

**ARTICLE IX
INCORPORATOR**

The name and address of the incorporator is:

Dean J. Trantalis, Esq.
9724 West Sample Road
Coral Springs, Florida 33065

**ARTICLE X
BY LAWS**

The Board of Directors shall adopt By-Laws consistent with these Articles.

**ARTICLE XI
AMENDMENT TO ARTICLES OF INCORPORATION AND BY LAWS**

These Articles and By Laws may be altered, amended or repealed by vote of a majority of the votes held by Members entitled to vote, calculated in the manner to be set forth in the By-laws of the Association. No amendment affecting Developer or its successors or assigns shall be effective without the prior written consent of Developer, or its successors or assigns.

**ARTICLE XII
REGISTERED AGENT**

The initial registered office of this corporation shall be located at 9724 West Sample Road, Coral Springs, Florida 33065, with the privilege of having its office and branch offices at other places within or without the State of Florida. The initial registered agent at that address shall be Dean J. Trantalis, Esq.

**ARTICLE XIII
INDEMNIFICATION OF OFFICERS AND DIRECTORS**

1. The Association hereby indemnifies any Director or officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

A. Whether civil, criminal, administrative or investigative (other than one by or in the right of the Association to procure a judgment in its favor), brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity of Director or officer of the Association, or in his capacity as Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement

and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interests of the Association or that he had reasonable grounds for belief that such action was unlawful.

B. By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or Officer of the Association, or by reason of his being or having been a Director, Officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association. Such person shall not be entitled to indemnification in relation to matters as to which such person has been adjudged to have been guilty of gross negligence or intentional misconduct in the performance of his duty to the Association.

2. The Board of Directors shall determine whether amounts for which a Director or officer seeks indemnification were properly incurred and whether such Director or officer acted in good faith and in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

3. No foregoing rights of indemnification shall be deemed to limit in any way the powers of the Association to indemnify under applicable law.

ARTICLE XIV

TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

1. No contract or transaction between the Association and one (1) or more of its Directors or Officers, or between the Association and any other corporation, partnership, association or other organization in which one (1) or more of this Directors or officers are directors or officers, or have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that he

is or may be interested in any such contract or transaction.

2. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

**ARTICLE XV
DISSOLUTION OR MERGER OF THE ASSOCIATION**

1. Upon dissolution of the Association, all of its assets remaining after provision for creditors and payment of all cost and expenses of such dissolution shall be distributed in the following manner:

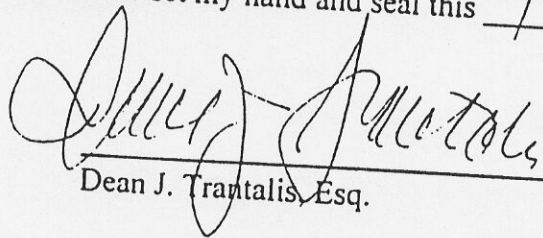
A. Real property contributed to the Association without the receipt of other than nominal consideration by the Class B Member (or its predecessor in interest) shall be returned to the Class B Member (whether or not a Class B Member at the time of such dissolution), unless it refuses to accept the conveyance (in whole or in part).

B. Dedication to Palm Beach County, Florida, or its successor, of the Common Areas, as defined in the Declaration, which shall be effective without the prior written consent of said County or its successor.

C. Remaining assets shall be distributed among the Members as tenants in common, each Member's share of the assets to be determined in accordance with its voting rights.

2. The Association may be dissolved upon a resolution to that effect being recommended by three-fourths (3/4) of the Board of Directors, and, if such decree, be necessary at the time of dissolution, after receipt of an appropriate decree as set for the in Florida Statutes Chapter 617, and approved by two-thirds (2/3) of the voting rights of the Association's members.

IN WITNESS WHEREOF, I, the undersigned, being the incorporator hereinabove named, for the purpose of forming a corporation to do business both within and without the State of Florida under the laws of Florida, make and file these Articles of Incorporation, hereby certifying and declaring that the facts stated herein are true, and hereunto set my hand and seal this 1 day of August, 1996.



Dean J. Trantalis, Esq.

