

ARTICLES OF INCORPORATION  
OF  
WELLESLEY AT BOYNTON BEACH HOMEOWNERS ASSOCIATION, INC.  
(A Florida Corporation Not-For-Profit)

In order to form a corporation not-for-profit, under and in accordance with Chapter 617 of the Florida Statutes, we, the undersigned hereby associate ourselves into a corporation not-for-profit, for the purpose and with the powers hereinafter set forth and to that end, we do, by these Articles of Incorporation, certify as follows:

ARTICLE I

DEFINITIONS

1. "Articles" shall mean these Articles of Incorporation of Wellesley at Boynton Beach Homeowners Association, Inc.
2. "Assessment" means a share of the funds which are required for the payment of Association expenses (hereinafter defined), which from time to time is assessed against the Wellesley unit owner.
3. "Association" shall mean Wellesley at Boynton Beach Homeowners Association, Inc.
4. "Association Expenses" shall mean the expenses payable by members of the Association as set forth in the Declaration (as defined herein).
5. "Association Property" shall mean all real and personal property transferred to the Association for the benefit of all members.
6. "Board" shall mean the Board of Directors of the Association.
7. "Common Area" shall mean those areas of real property shown on the plat of Wellesley at Boynton Beach together with all improvements thereto, which are devoted to the common use and enjoyment of the members of the Association. The term "Common Area" may sometimes be used interchangeably with the term "Association Property".
8. "County" shall mean Palm Beach County, Florida.
9. "Declaration" shall mean the covenants, conditions, restrictions, easements, and all other terms set forth in the Declaration of Covenants and Restrictions for Wellesley at Boynton Beach and as may be amended from time to time.
10. "Developer" shall mean and refer to BURG & DIVOSTA CORPORATION, a Florida corporation, its respective successors and assigns.

11. "Director" shall mean a member of the Board.
12. "General Plan of Development" means Wellesley at Boynton Beach, as defined herein, which represents the development plan and uses of the real property which has been platted under the name of Wellesley at Boynton Beach.
13. "Homeowners Documents" means in the aggregate the Declaration, these Articles, the By-Laws of the Association, The Meadows 300 Declaration of Covenants and Restrictions, the Articles of Incorporation and the By-Laws of The 300 Property Owners Association, Inc., the Contract for Purchase and Sale of a Wellesley Lot, the Escrow Agreement, and all of the instruments executed in connection with the general plan of development.
14. "Institutional Mortgagee" shall mean any lending institution having a first lien on a Wellesley unit, including any of the following institutions: an insurance company or subsidiary thereof, a federal or state savings and loan association, a federal or state building and loan association, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, a federal or state banking association, the Palm Beach County Housing Authority or similar entity, a real estate investment trust, or any mortgage banking company authorized to do business in the State of Florida.
15. "Member" shall mean a member of the Association.
16. "Occupant" shall mean the occupant of a Wellesley unit who shall be the owner, the lessee, or their respective guest.
17. "Owner" shall mean the fee simple title holder of any Wellesley lot, whether one or more persons or entities.
18. "Property" shall mean all of the real and personal property subject to the Declaration.
19. "Rules and Regulations" shall mean the rules, regulations, and policies which may be adopted by the Board from time to time by resolution duly made and carried.
20. "Single-family" means one person or a group of two or more persons living together and interrelated by bonds of consanguinity, marriage or legal adoption, or not more than two persons living together who may or may not be interrelated.
21. "The Meadows 300" shall mean the property shown on the plat of The Meadows 300, Plat No. 1 recorded in Plat Book 43, at Page 58; Plat No. 2, recorded in Plat Book 48, at Page 194; Plat No. 3, recorded in Plat Book 48, at Page 196 of the Public Records of Palm Beach County, Florida, and such other properties as are submitted to The Meadows 300.
22. "The 300 Property Owners Association, Inc." shall mean that certain entity created to manage, maintain, and control the

common areas of The Meadows 300. It may also be referred to as the "Property Owners Association" or "POA".

23. "Transfer Date" shall mean the date that the Developer relinquishes the right to appoint a majority of the Directors, and conveys title to the Common Area to the Association. The Transfer Date shall occur 120 days after the Developer has closed the sales of 70% of the Wellesley units contemplated by the general plan of development, or three years after the Developer has closed the sale of the first Wellesley unit, or after the Developer elects to relinquish its control of the Association, whichever shall first occur.

24. "Wellesley at Boynton Beach" is the name given to a planned Wellesley unit development located in the Town of Boynton Beach, Florida.

25. "Wellesley at Boynton Beach Homeowners Association, Inc." means that certain entity created to hold, maintain, and operate the common areas and properties located in the general plan of development.

26. "Wellesley Lot" shall include the Wellesley unit, use of two parking spaces, and membership interests in the Association.

27. "Wellesley Unit" shall mean the structure and underlying real property, which are owned in fee simple; and which is located in a structure containing four (4) separate Wellesley units. Each Wellesley unit is designed and intended for use and occupancy solely as a single family residence.

## ARTICLE II

### NAME

The name of this Association shall be WELLESLEY AT BOYNTON BEACH HOMEOWNERS ASSOCIATION, INC., whose present address is 10385 Ironwood Road, Palm Beach Gardens, Florida 33410.

## ARTICLE III

### GENERAL PLAN OF DEVELOPMENT AND PURPOSE OF ASSOCIATION

A. Developer intends that Wellesley at Boynton Beach shall consist of two hundred eighty-eight (288) Wellesley lots. As set forth in the Plan, Developer also intends to set aside certain common areas in the general plan of development. The Association shall ultimately be conveyed ownership of the common areas. Developer further intends that easements shall be established across, over, under and upon the Property, in order to provide means of ingress, egress and for other purposes for the

convenience and benefit of Members of the Association, their family members, guests, licensees and invitees and other parties as set forth in the Declaration.

B. The purpose for which the Association is organized is to provide an entity to own, manage, maintain, and operate certain lands located in Wellesley at Boynton Beach. Said lands are to be used in common by all members of the Association. The Association shall be responsible for the management of the Property in accordance with the terms and conditions of the Declaration, and as same may be amended from time to time.

C. The Association shall make no distribution of income to its members, directors or officers.

#### ARTICLE IV

##### POWERS

The Association shall have the following powers which shall be governed by the following provisions:

A. The Association shall have all of the common law and statutory powers of a corporation not-for-profit, which are not in conflict with the terms of these Articles or the Homeowners Documents.

B. The Association shall have all of the powers and duties set forth in the Homeowners Documents except as limited by these Articles, and all powers and duties reasonably necessary to operate and administer the Association Property pursuant to the Homeowners Documents including but not limited to the following:

1. To make and collect assessments against members to defray the costs and expenses of the Association, which are set forth in the Homeowners Documents.

2. To use the proceeds of assessments in the exercise of its powers and duties.

3. To own, maintain, repair, replace, operate and convey the property of the Association in accordance with the Declaration, and to maintain and operate the surface water management system as permitted by the South Florida Water Management District, and the Lake Worth Drainage District including all lakes, retention areas, culverts and related appurtenances, if any.

4. To purchase insurance upon the property of the Association and insurance for the protection of the Association and its members, as well as purchasing casualty insurance covering each of the Wellesley units in the general plan of development in an amount equal to the maximum insurance

replacement value, in accordance with the Homeowners Documents.

5. To dedicate or to transfer all or any part of the Association's property to any public agency, authority, or utility for such purposes and subject to such conditions as may be approved by not less than fifty-one percent (51%) of the membership of the Association, and approved by not less than seventy-five percent (75%) of the institutional mortgagees holding mortgages encumbering the Wellesley units.

6. To reconstruct the improvements to the Association's property after casualty, and to further improve the Association's properties, as provided in the Declaration.

7. To make and amend reasonable rules and regulations regarding the use of the property of the Association, provided that notice of the proposed modification, addition or deletion to the Rules and Regulations is sent to each member of the Association at least thirty (30) days before the proposed modification, addition or deletion becomes effective.

8. To contract for the management of the Association property and to delegate to such contractors all powers and duties of the Association except such as are specifically required by the Declaration to have the approval of the Board or the membership of the Association. Any such contract may not exceed three (3) years, and must provide for termination by either party without cause and without payment of a termination fee on sixty (60)- days written notice.

9. To employ personnel for reasonable compensation to perform the services required for proper operation and administration of the Association property.

10. To enforce by legal means the provisions of the Declaration, these Articles, the By-Laws of the Association, and the Rules and Regulations for the use of the Association's property as same may be promulgated, modified, or amended from time to time by the Association.

11. To pay taxes and assessments, which are liens against any part of the Association's property.

12. To pay the cost of all power, water, sewer, waste collection, and other utility services rendered to the property of the Association, and not billed to owners of individual Wellesley units.

13. To enter any Wellesley unit at a reasonable time and upon reasonable notice to make emergency repairs, to avoid waste, or to do such other work reasonably necessary for the proper protection, preservation, or maintenance of the property of the Association, but such right or authority shall not be exercised in an arbitrary or capricious manner.

14. To grant such permits, licenses, and easements over the common areas for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance or operation of the common areas.

15. To collect from members, assessments which are made and levied by The 300 Property Owners Association, Inc. and by the Association.

16. To suspend the right to use and enjoy the Association's property and facilities of any member for any period during which any assessment remains unpaid.

17. To do such other things as may be necessary in order to perform the duties and to exercise the powers provided for the Association in the Declaration.

C. The Association shall not have the power to purchase a Wellesley unit in Wellesley at Boynton Beach except at sales in the foreclosure of lien for assessments for Association expenses, at which sales the Association shall bid not more than the amount secured by its lien.

D. All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Homeowners Documents.

## ARTICLE V

### MEMBERS

A. The members of the Association shall consist of all of the record owners of Wellesley lots in Wellesley at Boynton Beach.

B. Change of membership in the Association shall be established by recording in the public records of the County, a deed or other instrument establishing a record title to a Wellesley lot at Wellesley at Boynton Beach, and the delivery to the Association of a certified copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated as of the date of execution of such instrument.

C. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except upon transfer of title of his Wellesley lot.

D. The owner of each Wellesley lot shall be entitled to one vote as a member of the Association. The exact number of votes to be cast by Wellesley lot owners and the manner of exercising voting rights, shall be determined by the By-Laws of the Association; subject, however, to the terms and conditions of

the Declaration.

## ARTICLE VI

### TERM

The term for which this Association is to exist shall be perpetual; however, if the Association is dissolved, the property consisting of the surface water management system operated and maintained by the Association shall be conveyed to an appropriate agency of local government and if not accepted thereby, then it must be conveyed to a similar non-profit corporation.

## ARTICLE VII

### INCORPORATORS

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

NAME	ADDRESS
Robert S. Kairalla	10385 Ironwood Road Palm Beach Gardens, Fl. 33410
Charles H. Hathaway	10385 Ironwood Road Palm Beach Gardens, Fl. 33410
William E. Shannon	10385 Ironwood Road Palm Beach Gardens, Fl. 33410

## ARTICLE VIII

### OFFICERS

A. The affairs of the Association shall be managed by a President, one (1) or several Vice Presidents, a Secretary and a Treasurer and, if elected by the Board, as Assistant Secretary and an Assistant Treasurer, which officers shall be subject to the directions of the Board.

B. The Board shall elect the President, the Vice President, the Secretary and the Treasurer, and as many other Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine appropriate. Such officers shall be elected annually by the Board at the first meeting of the Board following the "Annual Members' Meeting" (as described in the By-Laws); provided, however, such officers may be removed by such Board and other persons may be elected by the

Board as such officers in the manner provided in the By-Laws. The President shall be a Director of the Association, but no other officer need be a Director. The same person may hold two (2) offices, the duties of which are not incompatible; provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the same person hold the office of President who holds the office of Secretary or Assistant Secretary.

#### ARTICLE IX

##### FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President	Charles H. Hathaway
Vice-President	Robert S. Kairalla
Secretary/Treasurer	William E. Shannon

#### ARTICLE X

##### BOARD OF DIRECTORS

A. The affairs of the Association will be managed by a Board consisting of not less than three (3) nor more than five (5) Directors. The number of Directors on the Board until the Transfer Date shall be three (3). Thereafter the number of Directors shall be five (5). After the Developer elects to divest itself of control of the Association, Directors must be members of the Association.

B. After the Transfer Date, members of the Board shall serve for a term of two (2) years; provided, however, that two (2) members of the Board elected on the Transfer Date shall serve for an initial terms of one (1) year and the other three (3) members of the Board elected on the Transfer Date shall serve for initial terms of two (2) years. Thereafter the terms of no more than three (3) Board members will end each year.

C. Directors of the Association shall be elected at the Annual Members' Meeting in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the By-Laws.

D. The first election of Directors shall not be held until 120 days after the Developer has closed the sales of 70% of the Wellesley lots contemplated under the general plan of development, or three years after the Developer has closed the sale of the first Wellesley unit in Wellesley at Boynton Beach or



until the Developer elects to terminate control of the Association, whichever shall first occur. The Directors named as the first Board, including any replacement members, 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.

E. The names and addresses of the persons who are to serve as the first Board are as follows:

NAME	ADDRESS
Robert S. Kairalla	10385 Ironwood Road Palm Beach Gardens, Fl. 33410
Charles H. Hathaway	10385 Ironwood Road Palm Beach Gardens, Fl. 33410
William E. Shannon	10385 Ironwood Road Palm Beach Gardens, Fl. 33410

#### ARTICLE XI

##### INDEMNIFICATION

Every Director and every officer of the Association (and the Directors and/or officers as a group) shall be indemnified by the Association against all expenses and liabilities, including counsel fees (at all trial and appellate levels and whether or not suit be instituted) reasonably incurred by or imposed upon him or them in connection with any proceeding, litigation or settlement in which he may become involved by reason of his being or having been a Director or officer of the Association. The foregoing provisions for indemnification shall apply whether or not he is a Director or officer at the time such expenses and/or liabilities are incurred. Notwithstanding the above, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement and authorizes reimbursement for the costs and expenses of the settlement as in the best interest of the Association. In instances where a Director or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer may be entitled whether by statute or common law.

#### ARTICLE XII

##### BY-LAWS

The By-Laws of the Association shall be adopted by the first

Board and thereafter may be altered, amended or rescinded by the affirmative vote of not less than a majority of the Members present at an Annual Members' Meeting or special meeting of the Membership and the affirmative approval of a majority of the Board at a regular or special meeting of the Board.

### ARTICLE XIII

#### AMENDMENTS

A. Prior to the recording of the Declaration amongst the public records of the County, these Articles may be amended only by an instrument in writing signed by all of the Incorporators to these Articles and filed in the Office of the Secretary of State of the State of Florida. The instrument amending these Articles shall identify the particular Article or Articles being amended, give the exact language of such amendments, and a certified copy of each such amendment shall always be attached to any certified copy of these Articles.

B. After the recording of the Declaration amongst the Public Records of Palm Beach County, Florida, these Articles may be amended in the following manner:

1. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting (whether of the Board or of the Membership) at which such proposed amendment is to be considered; and

2. A resolution approving the proposed amendment may be first passed by either the Board or the Membership. After such approval of a proposed amendment by one of said bodies, such proposed amendment must be submitted to and approved by the other of said bodies. Approval by the Membership must be by a vote of a majority of the Members present at a meeting of the Membership at which a quorum is present and approval by the Board must be by a majority of the Directors present at any meeting of the Directors at which a quorum is present.

C. No Article shall be revised or amended by reference to its title or number only. Proposals to amend existing Articles shall contain the full text of the Articles to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but instead a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial re-wording of Article. See Article \_\_\_\_\_ for present text." Non-material errors or omissions in the Article amendment process shall not invalidate an otherwise properly promulgated amendment.

D. No amendment may be made to the Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

E. Notwithstanding the foregoing provisions of this Article, there shall be no amendment to these Articles which shall abridge, amend or alter the priority of any Mortgagee, or the validity of any mortgage held by such Mortgagee without the prior written consent therefor by such Mortgagee; or abridge, amend or alter the rights of Developer, including the right to designate and select the Directors as provided herein, without the prior written consent therefor by Developer.

IN WITNESS WHEREOF, the Incorporators have hereunto affixed their signatures, this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Robert S. Kairalla

\_\_\_\_\_  
Charles H. Hathaway

\_\_\_\_\_  
William E. Shannon

STATE OF FLORIDA        )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me by ROBERT S. KAIRALLA, CHARLES H. HATHAWAY, and WILLIAM E. SHANNON, this \_\_\_\_ day of \_\_\_\_\_, 1984.

\_\_\_\_\_  
Notary Public

My Commission Expires:

CERTIFICATE DESIGNATING A REGISTERED OFFICE AND  
A REGISTERED AGENT FOR THE SERVICE OF PROCESS  
WITHIN THE STATE OF FLORIDA

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

WELLESLEY AT BOYNTON BEACH HOMEOWNERS ASSOCIATION, INC., desiring to organize under the laws of the State of Florida, with its principal office, as indicated in the Articles of Incorporation, at the City of Palm Beach Gardens, County of Palm Beach, State of Florida, has named CHARLES H. HATHAWAY whose office is located at 10385 Ironwood Road, City of Palm Beach Gardens, County of Palm Beach, State of Florida, as its agent to accept service of process within the State of Florida.

ACKNOWLEDGMENT:

Having been named to accept service of process for the above stated corporation, at the place designated in this certificate, I hereby agree to act in this capacity, and agree to comply with the provision of the Act relative to keeping open said office.

BY: \_\_\_\_\_  
CHARLES H. HATHAWAY