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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF

PINE WALK MANOR HOMEOWNERS' ASSOCIATION, INC.

THE UNDERSIGNED HEREBY ASSOCIATE THEMSELVES FOR THE PURPOSE OF FORMING A CORPORATION NOT-FOR-PROFIT UNDER AND PURSUANT TO CHAPTER 617, FLORIDA STATUTES, 1977, AND DO HEREBY CERTIFY AS FOLLOWS:

ARTICLE I

NAME

The name of this corporation shall be PINE WALK MANOR HOMEOWNERS' ASSOCIATION, INC., and have its primary place of business at 982 Pine Walk Court N.E., Palm Bay, Florida 32905.

For convenience, the corporation shall be herein referred to as the "Association."

ARTICLE II

PURPOSE

2.1 The purpose for which the Association is organized is to provide an entity pursuant to the Pine Walk Manor Subdivision Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as "Declaration"), dated April 11, 1991, and recorded in Official Records Book 3119, Page 3387, Public Records of Brevard County, Florida, and any amendments or supplements thereto, for the purpose of carrying out the duties, responsibilities and liabilities established in said declaration.

2.2 All capitalized words or terms used herein shall have the meaning prescribed for them in the Declaration unless the context otherwise provides.

2.3 The Association shall make no distribution of income to its Members, directors or officers.

ARTICLE III

POWERS

The powers of the Association shall include and be governed by the following provisions:

3.1 The Association shall have all of the common-law and statutory powers of a corporation not-for-profit not in conflict with the terms of these Articles, including but not limited to, the following:

a. To make and collect assessments against Members to defray the costs, expenses and losses of the Association.

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

c. The maintenance, repair, replacement and operation of the Common Areas.

d. The purchase of insurance upon the Common Area and insurance for the protection of the Association.

e. The reconstruction of improvements after casualty and the further improvements of the Common Area.

f. Other than number of members required to make changes under the Declaration, to make and amend reasonable regulations with respect to the use of the common Area and other business of the Association pursuant to the Declaration, provided, however, that all such amendments to the regulations shall not become effective until approved by not less than sixty six and two thirds percent (66 2/3%) of the votes of the entire Membership of the Association.

g. To enforce by legal means the provisions of the Declaration, these Articles, the Bylaws of the Association and the Regulations for the use of the Common Area.

h. To contract for the management of the Common Area, to delegate to such contractor all powers and duties of the Association except as are specifically required by the Declaration to have approval of the Board of Directors or the Membership of the Association.

i. To contract for the management or operation of portions of the Common Area susceptible to separate management or operation, and to lease portions of the Common Area as may be required for the best interests of the Association.

j. To employ personnel to perform the services required for the proper operation of the Common Area.

3.2 All funds and the title of all properties acquired by the Association and their proceeds shall be held in trust for the Members in accordance with the provisions of these Articles of Incorporation and the Bylaws.

ARTICLE IV

MEMBERS

4.1 The Members of the Association shall consist of all owners who become Members pursuant to the terms of the Declaration.

4.2 Change of membership in the Association shall be established by recording in the Public Records of Brevard County, Florida a deed or other instrument establishing a record title to a Lot in Pinewalk Manor Subdivision and the delivery to the Association of a certified copy of such instrument. The Owner designated as the grantee of the Lot by such instrument thus becomes a member of the Association and the membership of the prior Member is thereby terminated.

4.3 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.

4.4 Owners (if there be more than one) of each Lot, shall collectively be entitled to one (1) vote, and the person entitled to cast such vote shall be determined as follows:

A statement must be filed with the Secretary of the Association in writing, signed under oath by all Owners with an interest in a Lot and shall state:

a. The respective percentage interest of every person (as recorded in the Public Records of Brevard County, Florida) owning a vested present interest in the fee title of the Lot in which the affiant owns an interest.

b. One of the owners of the Lot in which the affiant owns an interest is to represent all of the Owners of that Lot at membership meetings and cast the vote to which they are entitled. The person so designated by the persons owning the majority interest in a lot shall be the only Member owning an interest in that Lot eligible to cast the vote for said Lot at membership meetings. The person designated to vote may continue to cast the binding vote for all Members owning an interest in the lot in which he owns an interest until such time as another person is properly designated to vote by those Members owning the majority interest by a similar written statement filed with the Secretary.

A corporation or any individual with an interest in more than one (1) Lot may be designated to vote for each Lot in which he owns an interest. Failure by Owners of a Lot to file such statement under oath with the Secretary prior to a meeting of the Membership will result in depriving the Members with an interest in such Lot of a vote at such meeting.

ARTICLE V

DIRECTORS

5.1 The affairs of the Association will be managed by a Board consisting of the number of Directors determined by the bylaws, but not less than five (5) Directors, and in the absence of such determination shall consist of five (5) Directors. Directors need not be Members of the Association.

5.2 Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by the Bylaws, and shall continue to serve until their successors have been elected and qualified. Directors may be removed for good cause shown and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

5.3 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 unless removed for cause, are as follows:

<u>DIRECTORS:</u>	<u>ADDRESSES:</u>
Florencia E. Fenton	982 Pine Walk Court N.E. Palm Bay, Florida 32905
Elena Campbell	942 Pine Walk Court N.E. Palm Bay, Florida 32905
Diane Tracy-Nawy	991 Pine Walk Court N.E. Palm Bay, Florida 32905
Edwin A. Colon	934 Pine Walk Court N.E. Palm Bay, Florida 32905

ARTICLE VI

OFFICERS

The affairs of the Association shall be administered by the Officers designated by the Bylaws. The Officers 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 and addresses of the Officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>OFFICER</u>	<u>TITLE</u>	<u>ADDRESSES</u>
Florencia E. Fenton	President	982 Pine Walk Court N.E. Palm Bay, Florida 32905
Elena Campbell	Vice President	942 Pine Walk Court N.E. Palm Bay, Florida 32905
Diane Tracy-Nawy	Secretary	991 Pine Walk Court N.E. Palm Bay, Florida 32905
Edwin A. Colon	Treasurer	934 Pine Walk Court N.E. Palm Bay, Florida 32905

ARTICLE VII

INDEMNIFICATION

Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him to which he may be a party or in which he may become involved by reason of his being or having been a Director or Officer at the time such expenses are incurred, except when the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which a Director or Officer may be entitled pursuant to Florida law or by agreement with any other party.

ARTICLE VIII

AMENDMENTS

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

8.1 Written notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered and such notice shall be delivered to each Member at least twenty (20) days prior to the meeting.

8.2 A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by 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 such approval is delivered to the Secretary no later than two (2) business days prior to the meeting.

Such approvals must be by not less than sixty six and two-thirds percent (66 2/3%) of the votes of the entire Membership of the Association for adoption of as otherwise provided in the Declaration, which shall govern in the event there is a conflict with these Articles or the Bylaws.

8.3 No amendment shall make any changes in the qualifications for membership nor the voting rights of Members without approval in writing by all Members of each class of membership and the joinder of all record owners of mortgages upon all lots. No amendment shall be made that is in conflict with applicable law or the Declaration.

8.4 A copy of each amendment shall be certified by the Secretary of State and be recorded in the Public Records of Brevard County, Florida.

ARTICLE IX

TERM

The term of the Association shall be perpetual.

ARTICLE X

SUBSCRIBERS

The names and addresses of the subscriber of these Articles of Incorporation are as follows:

SUBSCRIBERS

ADDRESSES

Florencia E. Fenton

982 Pinewalk Court N.E.
Palm Bay, Florida 32905

ARTICLE XI

CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS

11.1 Each Owner in PINE WALK MANOR shall pay to the Association his pro-rata share of: (1) annual assessments or charges, and (2) special assessments for repairs and improvements, all such assessments or charges to be fixed, established and collected from time to time as provided in the Declaration. Each such assessment, together with interest thereon and cost of collection thereof as is provided in the Declaration, shall also be the personal obligation of the Owners of each Lot at the date when the assessment becomes payable. Assessments shall be prorated to

each Lot by dividing all assessments to be collected for improvements, maintenance or charges by the total number of Lots in the Properties.

11.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Owners' uses and enjoyment of the Common Area and any structures thereon, including but not limited to the payment of taxes and insurance thereon, and the improvement, maintenance, repair, replacement, and additions thereon and thereto.

11.3 Special Assessments for Capital Improvements. In addition to annual assessments, the Association may levy in any assessment year a special assessment applicable to the year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall be approved by a vote of the Membership as provided for in the Declaration.

11.4 Date of Commencement of Annual and Special Assessments: Due Dates. The annual assessments provided for herein shall commence on the date fixed by the Board of Directors of the Association.

The first annual assessment shall be made for the balance the then calendar year in which it is made and shall become due and payable on the day fixed for commencement by the Board of Directors. Each assessment thereafter shall be for the calendar year and shall be payable on the date selected by the Board of Directors. In the event additional Lots and/or Common Area are added to the Properties, the Board may fix an assessment applicable to those added Lots that is prorated dependent upon the amount of days remaining in the calendar year during which such Lots and/or Common Areas were added to the Properties. Thereafter all Lots will be assessed in the same manner and pay their respective shares of assessments.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment as provided in the Declaration and shall be paid on the date provided by the Board of Directors.

11.5 Effect of Nonpayment of Assessment: The Personal Obligation of the Owner, the Lien; Remedies of Association. If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with interest thereon, become a continuing lien on the Lot which shall run the land. The personal obligation of the then Owner to pay such assessment shall not be affected by any conveyance or transfer of title to said Lot.

If the assessment remains unpaid thirty (30) days after its due date, the assessment shall bear interest from the due date at the rate provided in the Declaration. The Association may bring an action at law against the Owner personally obligated to pay the same and/or to foreclose the lien against the Lot, and there shall be added to the amount of such assessment the costs of collecting the same or foreclosing the lien thereof, including reasonable counsel fees.

IN WITNESS WHEREOF, I have hereunto set our hands and seals at Palm Bay, Brevard County, Florida, this 28th day of February, 1994,

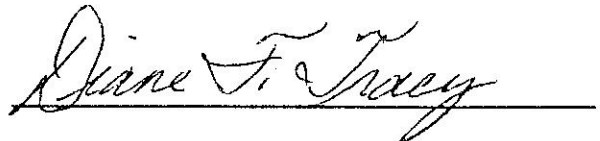

FLORENCIA E. FENTON

STATE OF FLORIDA

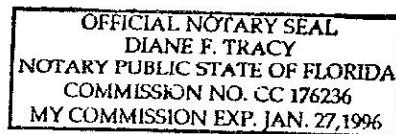
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the aforementioned State and County to take acknowledgments and administer oaths, personally appeared, FLORENCIA FENTON, who is personally known to me, to me known to be the persons described in and executed the foregoing instrument and they acknowledged before me that they executed same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 28th day of February, 1994.



My commission expires: 1/27/96
My commission number: CC 176236



REGISTERED AGENT

The name and address of the initial registered agent is:

FLORENCIA E. FENTON
982 Pine Walk Court N.E.
Palm Bay, Florida 32905

I hereby accept the designation as Registered Agent on behalf
of PINE WALK MANOR HOMEOWNERS' ASSOCIATION, INC.


FLORENCIA E. FENTON

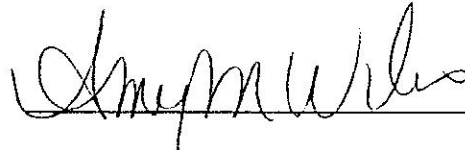
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

STATE OF FLORIDA

COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me, an officer duly
authorized in the aforementioned State and County to take
acknowledgments and administer oaths, personally appeared,
FLORENCIA E. FENTON, who is personally known to me, to me known to
be the persons described in and executed the foregoing instrument
and she acknowledged before me that she executed same.

IN WITNESS WHEREOF, I have hereunto set my hand and official
seal this 17th day of March, 1994.



My commission expires:
My commission number:

