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TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF
WESTRIDGE HOMEOWNERS' ASSOCIATION OF DAVIE, INC.

The undersigned, desiring to form a corporation not for profit under Chapter 617, Florida Statutes, hereby adopt the following Articles of Incorporation.

ARTICLE I.

The name of the corporation shall be WESTRIDGE HOMEOWNERS' ASSOCIATION, INC., (hereinafter referred to as the "Association").

ARTICLE II.

Terms used herein shall have the meanings ascribed to them in the Declaration referred to below, unless the context indicates otherwise.

ARTICLE III.

The purposes for which the Association is formed are:

1. To promote the common good, health, safety and general welfare of all of the Owners;
2. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association arising from the Declaration of Covenants, Restrictions and Easements of WESTRIDGE, as amended and supplemented from time to time and recorded in the Public Records of Broward County, Florida (the definitions of which are incorporated herein by reference);
3. To have and to exercise any and all powers, rights and privileges, including delegation of powers as permitted by law, which a corporation organized under Chapter 617, Florida Statutes, may now or hereafter have or exercise.

The foregoing statement of purposes shall be construed as a statement both of purposes and of powers, however the same shall be limited by reference to the terms or provisions of other clauses herein and in the afore-referenced Declaration of Covenants, Restrictions and Easements of WESTRIDGE. Notwithstanding any of the above statements of purposes and powers, the association shall not

engage in any activities or exercise any powers that are not in furtherance of the primary purposes of the Association.

ARTICLE IV.

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject to the Declaration, including contract sellers, but excluding persons or entities holding title merely as security for performance of an obligation or a debt and excluding contract purchasers, shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

ARTICLE V.

The Association shall have perpetual existence.

ARTICLE VI.

The Association shall have two classes of voting membership:

Class A: The Class A Members shall be all those Owners except for the Developer. Class A Members shall be entitled to cast one vote for each Lot in which they hold the interests required for membership in the Association. Where more than one person or entity holds such interest or interests in a Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot.

Class B: The Class B Member shall be the Developer. The Class B Member shall be entitled to cast ten votes for each Lot in which it holds the interest required for membership.

Notwithstanding any provision contained herein to the contrary, the Developer shall have the right to elect a majority of the Board of Directors of the Association until such time as the Developer no longer holds title to any portion of said Property. All action taken by the Board of Directors of the Association shall be taken by a majority of the members thereof. The Board of Directors shall be comprised of three (3) to five (5) individuals as the Board may determine. The names and addresses of the members of the first Board of Directors of the Association (which shall be

three), who shall hold office until the first election thereafter are as follows:

<u>Name</u>	<u>Address</u>
John Sessa	17200 Pines Boulevard Pembroke Pines, FL 33029
Gary Sessa	17200 Pines Boulevard Pembroke Pines, FL 33029
Wilson C. Atkinson, III	1946 Tyler Street Hollywood, FL 33020

Except for the directors designated by the Developer, Directors shall be elected from the Membership of the Association at the annual meeting of the Membership as provided for in the By-Laws of the Association, and the By-Laws may provide for the method of voting in the election and for the removal from office of non-Developer Directors. Developer Directors shall serve at the convenience of the Developer.

Members elected to the Board of Directors shall hold office until the next succeeding annual meeting of Members, and thereafter until qualified successors are duly elected and have taken office.

If a Director shall for any reason cease to be a Director, the remaining Directors may elect a successor Director to fill the vacancy for the balance of the unexpired term.

ARTICLE VII.

The Association shall have a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time elect. One person may hold more than one office, subject to the limitations set forth in the By-Laws.

The officers of the Association, in accordance with applicable provisions of the By-Laws, shall be elected by the Board of Directors for a term, the duration of which shall be one year, to be extended until qualified successors are duly elected and have taken office.

The names and addresses of the first officers of the Association, who shall hold office until successors are duly elected and have taken office, shall be as follows:

President: John Sessa
Secretary/Treasurer: Gary Sessa

ARTICLE VIII.

The By-Laws of the Association shall be made, altered, rescinded, and adopted by the Board of Directors.

ARTICLE IX.

Amendments to these Articles of Incorporation may be proposed by a majority of the members of the Board of Directors of the Association or by Members of the Association holding thirty percent (30%) of the vote of the Members. These Articles may be amended at any annual meeting of the Association, or at any special meeting duly called and held for such purpose when a quorum is present in person or by proxy by the affirmative vote of not less than 66 2/3% (sixty-six and two-thirds percent) of the Membership of the Association with the consent of the Developer for so long as Developer owns any Lot within the properties; provided, however, that for so long as Developer owns one or more Lots, the Developer shall have the absolute right to make any amendments to the Articles of Incorporation without any other party's consent or joinder as requested or required by the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Government National Mortgage Association, HUD, F.H.A., V.A., or such of them which owns or expects to own one or more Institutional Mortgages or to insure the payment of one or more Institutional Mortgages, provided, however, that as long as the Developer owns any Lot, no amendment to these Articles shall be effective or enforced until the same has been approved by HUD/VA.

ARTICLE X.

The names and addresses of the Incorporators to these Articles of Incorporation are:

<u>Name</u>	<u>Address</u>
John Sessa	17200 Pines Boulevard Pembroke Pines, FL 33029
Gary Sessa	17200 Pines Boulevard Pembroke Pines, FL 33029
Wilson C. Atkinson, III	1946 Tyler Street Hollywood, FL 33020

ARTICLE XI.

The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless (a) a court of competent jurisdiction determines after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he unreasonably believed to be in, or not opposed to, the best interests of the Association; and, with respect to any criminal action or proceeding, that he had no reasonable cause to believe his conduct was unlawful; and (b) such court further specifically determines that indemnification should be denied. 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 best interests of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to hereinabove

or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

Any indemnification under the first paragraph of this Article (unless ordered by a court) shall be made by the 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 hereinabove. Such determination shall be made (a) 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, or (b) if such quorum is not obtainable, or, even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or by a majority of the Members of the Association.

Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article XI.

The indemnification provided by this Article shall not be deemed exclusive of any other right to which those seeking indemnification may be entitled under any By-Law, agreement, vote of members or otherwise, both as to action in his official capacity while holding such office or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

The 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 Association, or is or was

serving, at the request of the 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 arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE XII.

The initial office of this corporation shall be at 17200 Pines Boulevard, Pembroke Pines, FL 33029, with the privilege of having its office and branch offices at other places within or without the State of Florida.

The Registered Agent of the Association for purposes of accepting service of process shall be Wilson C. Atkinson, III, 1946 Tyler Street, Hollywood, FL 33020.

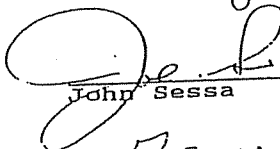
ARTICLE XIII.

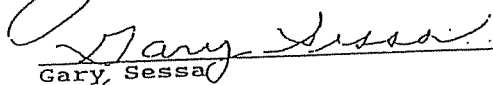
Should any provisions of these Articles of Incorporation conflict with the Declaration of Covenants, Restrictions and Easements. For WESTRIDGE as amended and supplemented, the Declaration shall control over these Articles.


ARTICLE XIV

Upon dissolution of the Association, all of its assets shall be dedicated to a public body or conveyed to a non-profit corporation, unincorporated association or public agency.

IN WITNESS WHEREOF, the said Incorporators have hereto set their hands this 28th day of May, 1992.


John Sessa


Gary Sessa


Wilson C. Atkinson, III

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR
THE SERVICE OF PROCESS WITHIN FLORIDA, NAMING AGENT UPON
WHOM PROCESS MAY BE SERVED

In compliance with Sections 48.091 and 617.0501, Florida
Statutes, the following is submitted:

FIRST - - That WESTRIDGE HOMEOWNERS' ASSOCIATION OF DAVIE, *Inc.*
desiring to organize or qualify under the laws of the State of
Florida, with its principal place of business at 17200 Pines
Boulevard, City of Pembroke Pines, State of Florida, has named
WILSON C. ATKINSON, III, located at 1946 Tyler Street, City of
Hollywood, State of Florida, as its agent to accept service of
process within the State of Florida:

SIGNATURE: *[Signature]*

John Sessa

[Signature]
Gary Sessa

[Signature]
Wilson C. Atkinson, III

DATE: May 28, 1992

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 I further
agree to comply with the provisions of all statutes relative to the
proper and complete performance of my duties.

SIGNATURE: *[Signature]*

WILSON C. ATKINSON, III
Registered Agent

DATE: MAY 28, 1992

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