

KENLAND COURTS

BY-LAWS
OF
KENLANDS COMMUNITY ASSOCIATION, INC.

ARTICLE I
DEFINITIONS

All terms used herein which are defined in the Articles of Incorporation of Kenlands Community Association, Inc. shall be used herein with the same meaning as defined in said Articles of Incorporation.

ARTICLE II
LOCATION OF PRINCIPAL OFFICE

The principal office of the Association shall be located at the residence or designated place of business of the president of the association, or at such other place as may be established by Resolution of the Board of Directors of the Association. ✓

ARTICLE III
VOTING RIGHTS AND ASSESSMENTS

1. The number of votes each member shall have in each year shall be established in accordance with the provisions of the Articles of Incorporation.

2. Voting rights of members may be suspended upon the non-payment of assessments when due. ✓

ARTICLE IV
BOARD OF DIRECTORS

1. A majority of the Board of Directors shall constitute a quorum to transact business at any meeting of the Board, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the Board of Directors. ✓

2. Selection to the Board of Directors shall be in accordance with the terms of the Articles of Incorporation.

3. Any vacancy occurring on the Board of Directors because of death, resignation or other termination of services of any Director, shall be filled in the manner provided by the Articles of Incorporation.

ARTICLE V

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

1. The Board of Directors shall have power:

(a) To call meetings of the members.

(b) To appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any Member, Officer or Director of the Association in any capacity whatsoever.

(c) To establish, levy and assess, and collect the assessments necessary to operate the Association and carry on its activities, and to create such reserves for extraordinary expenditures as may be deemed appropriate by the Board of Directors.

(d) To adopt and publish standards respecting use of the Common Area or any parcels thereof and the personal conduct of the members and their guests thereon in the Kenlands Development Area.

(e) To authorize and cause the Association to enter into contracts for the day-to-day operation of the Association and the discharge of its responsibilities and obligations.

(f) To exercise for the Association all powers, duties and authority vested in or delegated to this Association, pursuant to terms and conditions of the Articles of Incorporation of the Association.

2. It shall be the duty of the Board of Directors:

(a) To cause to be kept a complete record of all its acts and corporate affairs.

(b) To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.

(c) With reference to assessments of the Association:

(1) To fix the amount of the assessment against each member for each assessment period at least thirty (30) days in advance of such date or period;

(2) To prepare a roster of the members and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any member association and any member of any member association.

(3) To sent written notice of each assessment to every member subject thereto.

ARTICLE VI

DIRECTORS AND MEETINGS

1. The annual meeting of the Association shall be held on _____ at the principal office of the Association, unless some other place is designated by the Board. Regular meetings of the Board of Directors shall be held at such time and place as provided by appropriate resolution of the Board of Directors.

2. Notice of such meetings are hereby dispensed with. If the day for a regular meeting shall fall upon a holiday, the meeting shall be held at the same hour on the first day following which is not a holiday, and no notice thereof need be given.

3. Special meetings of the Board of Directors shall be held when called by the President or Vice President of the

Association or by any three Directors after not less than three (3) days' notice to each Director.

4. The transaction of any business at any meeting of the Board of Directors however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice of a quorum is present and, if either before or after the meeting, each of the Directors not present signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made part of the minutes of the meeting.

5. All meetings shall be open to any resident of the Kenlands development area.

ARTICLE VII

OFFICERS

1. The officers shall be a President, a Vice President, a Secretary, and a Treasurer, and such other officers as may be determined by the Board, in accordance with the Articles of Incorporation, to be from time to time appropriate. The President shall be a member of the Board of Directors, but the other officers need not be.

2. The officers of the Association shall be elected by the Board of Directors at the annual meeting of the Board of Directors, which shall be held immediately following the annual meeting of the Association. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and qualified.

3. A vacancy in any office because of death, resignation, or other termination of service, may be filled only in the manner provided in the Articles of Incorporation.

4. All officers shall hold office at the pleasure of

the Board of Directors; except that if an officer is removed by the Board, such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

5. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and sign all notices, checks, leases, mortgages, deeds and all other written instruments.

6. The Vice President, or the Vice President so designated by the Board of Directors if there is more than one Vice President, shall perform all the duties of the President in his absence. The Vice President(s) shall perform such other acts and duties as may be assigned by the Board of Directors.

7. The Secretary shall be ex officio the Secretary of the Board of Directors; shall record the votes and keep the minutes of all proceedings in a book to be kept for the purpose; shall sign all certificates of membership; shall keep the records of the Association; shall record in a book kept for that purpose all the names of the members of the Association together with their addresses as registered by such member.

8. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer may, but need not, be a required signatory on checks and notes of the Association.

9. The Treasurer, or his appointed agent, shall keep proper books of account and cause an annual audit of the Association books to be made by a certified public accountant at the completion of each fiscal year. The Treasurer or his appointed agent shall prepare an annual budget and an annual balance sheet statement and the budget and balance sheet statement shall be open for inspection upon reasonable request of a member.

10. The salaries, if any, of the officers and assistant officers of the Association shall be set by the Board of Directors.

ARTICLE VIII

BOOKS AND PAPERS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any member.

ARTICLE IX

SEAL

The Association shall have a seal in circular form having within its circumference the words: Kenlands Community Association, Inc., a Florida corporation not for profit.

ARTICLE X

AMENDMENTS

These By-Laws may be altered, amended or repealed by unanimous vote of all Directors at a duly constituted meeting of the Board of Directors.

CERTIFICATE

The foregoing were adopted as the By-Laws of Kenlands Community Association, Inc., a corporation not for profit under the laws of the State of Florida, on _____, 1986.

Secretary

President

KENLANDS COMMUNITY ASSOCIATION, INC.

SUBSCRIPTION AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 1986, by and between KENLAND BEND NORTH CONDOMINIUM, INC., KENLAND BEND SOUTH CONDOMINIUM, INC., KENLAND POINTE CONDOMINIUM I, INC., KENLAND POINTE CONDOMINIUM II, INC., KENLAND POINTE CONDOMINIUM III, INC., KENLAND POINTE CONDOMINIUM IV, INC., KENLAND POINTE PROPERTY OWNERS ASSOCIATION, INC., and KENLAND COURT HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Associations".

W I T N E S S E I H :

WHEREAS, the parties hereto are all Florida corporations not for profit whose function it is to administer and operate their respective associations pursuant to the provisions of Florida law; and

WHEREAS, the parties hereto are all condominium or homeowner associations responsible for the maintenance of the general welfare of the owners and residents of the Kenlands development area situated in Dade County, Florida; and

WHEREAS, the parties hereto are desirous of establishing a unity of interest between said parties with respect to certain common endeavors of the Associations; and

WHEREAS, the parties are authorized and empowered to enter into agreements in fulfillment of the responsibilities of the associations; and

WHEREAS, the parties recognize that cost efficiencies

would accrue to the members of the associations through common purchasing of certain services for the mutual benefit of all owners and residents of the Kenlands; and

WHEREAS, the parties recognize that the individual Associations may not be able to afford certain services for their members, absent the collective purchasing power of all of the Associations together; and

WHEREAS, the parties recognize that the general welfare of all owners and residents at the Kenlands is dependent upon the maintenance of mutually acceptable standards of conduct in each of the individual associations,

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree as follows:

1. The Associations herein agree to form a not-for-profit corporation (Kenlands Community Association, Inc.) for the purposes stated herein.

2. Subject to the restrictions hereinafter contained, the Kenlands Community Association, Inc. may enter into contracts for security services for the common benefit of the entire community. ✓

3. In addition thereto, the Kenlands Community Association, Inc. may contract for other services to provide the most economical, efficient and beneficial operation of the Associations, and to promote the general welfare of the owners and residents of the Kenlands pursuant to the Articles of Incorporation and By-Laws of the Kenlands Community Association, Inc.

4. Except as otherwise provided herein, all decisions regarding the operation, setting of policy and the performance of daily business of the Kenlands Community Association, Inc. shall be made by a vote of two-thirds (2/3rds) of the directors or members as appropriate.

5. All expenses incurred by the establishment and operation of the Kenlands Community Association, Inc. shall be borne by the member Associations based on a pro-rata equation wherein the numerator is the total number of units ✓ in each individual association and the denominator is the total number of units in all of the Associations combined.

6. In the event that one party to this agreement fails to contribute to these joint duties and obligations, said failure shall give rise to a cause of action in favor of the remaining parties for damages, reasonable attorney's fees and costs.

7. Subject to the provisions herein contained, this agreement shall inure to the benefit of and be binding on the parties hereto, their successors, trustees, assigns, receivers and legal representatives.

8. The terms and conditions of this agreement and the mutual obligations contained herein shall be continuing in nature and shall be in addition to such other terms, conditions and obligations hereinafter imposed by the Articles of Incorporation or By-Laws of the Association; except that in the event of conflict the Articles and By-Laws shall prevail.

IN WITNESS WHEREOF, the parties have signed, sealed and delivered on the day and year first above written.

Attest:

KENLAND BEND NORTH CONDOMINIUM, INC.

By: _____
Jo Heaton, President

Secretary

[Corporate Seal]

KENLAND BEND SOUTH CONDOMINIUM, INC.

Attest:

By: _____
President

Secretary

[Corporate Seal]

KENLAND POINTE CONDOMINIUM I, INC.

Attest:

By: _____
Edward Bernard, President

Secretary

[Corporate Seal]

KENLAND POINTE CONDOMINIUM II, INC.

Attest:

By: _____
Lynn Roy, President

Secretary

[Corporate Seal]

KENLAND POINTE CONDOMINIUM III, INC.

Attest:

By: _____
Edward Salazar, President

Secretary

[Corporate Seal]

KENLAND POINTE CONDOMINIUM IV, INC.

Attest:

By: _____
Hortensia Cazo, President

Secretary

[Corporate Seal]

KENLAND POINTE PROPERTY OWNERS
ASSOCIATION, INC.

Attest:

By: _____
Edward Salazar, President

Secretary

[Corporate Seal]

KENLAND COURT HOMEOWNERS ASSOCIATION,
INC.

Attest:

By: _____
President

Secretary

[Corporate Seal]

BY - LAWS
OF

KENLANDS COMMUNITY ASSOCIATION, INC.
(A corporation not for profit)

ARTICLE I
DEFINITIONS

All terms used herein which are defined in the Articles of Incorporation of KENLANDS COMMUNITY ASSOCIATION, INC. shall be used herein with the same meaning as defined in said Articles of Incorporation.

ARTICLE II
LOCATION OF PRINCIPAL OFFICE

The principal office of the Association shall be located at the residence or designated place of business of the President of the Association, or at such other place as may be established by Resolution of the Board of Directors of the Association.

ARTICLE III
VOTING RIGHTS AND ASSESSMENTS

A. The number of votes each member shall have in each year shall be established in accordance with the provisions of the Articles of Incorporation.

B. Voting rights of members may be suspended upon the non-payment of assessments when due.

ARTICLE IV
BOARD OF DIRECTORS

A. A majority of the voting rights of the Board of Directors shall constitute a quorum to transact business at any meeting of the Board, and the action of a majority of voting rights present at a meeting at which a quorum is present shall constitute the action of the Board of Directors.

B. Selection of the Board of Directors shall be in accordance with the terms of the Articles of Incorporation.

C. Any vacancy occurring on the Board of Directors because of death, resignation or other termination of services of any Director, shall be filled in the manner provided by the Articles of Incorporation.

ARTICLE V
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

A. The Board of Directors shall have power:

(i) To call meetings of the members.

(ii) To appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any Member, Officer or Director of the Association in any capacity whatsoever.

(iii) To establish, levy and assess, and collect the assessments necessary to operate the Association and carry on its activities, and to create such reserves for extraordinary expenditures as may be deemed appropriate by the Board of Directors.

(iv) To adopt and publish standards respecting use of the Common Area or any parcels thereof as provided by the Articles of Incorporation.

(v) To authorize and cause the Association to enter into contracts for the day-to-day operation of the Association and the discharge of its responsibilities and obligations as defined by the Articles of Incorporation.

(vi) To exercise for the Association all powers, duties and authority vested in or delegated to this Association, pursuant to terms and conditions of the Articles of Incorporation of the Association.

B. It shall be the duty of the Board of Directors:

(i) To cause to be kept a complete record of all its acts and corporate affairs.

(ii) To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.

(iii) With reference to assessments of the Association:

- (1) To fix the amount of the assessment against each member for each assessment period at least thirty (30) days in advance of such date or period;
- (2) To prepare a roster of the members and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any member association and any member of any member association; and
- (3) To send written notice of each assessment to every member subject thereto.

ARTICLE VI

DIRECTORS AND MEETINGS

A. The annual meeting of the Association shall be held on _____ at the principal office of the Association, unless some other place is designated by the Board. It is contemplated that the annual meeting of the Association shall consist of a joint meeting of the boards of directors of the member associations (although nothing contained herein shall alter or modify the respective voting rights of the members at the annual meeting). Regular meetings of the Board of Directors shall be held at such time and place as provided by appropriate resolution of the Board of Directors.

B. Notice of such meetings may be dispensed with by the Board of Directors. If the day for a regular meeting shall fall upon a holiday, the meeting shall be held at the same hour on the first day following which is not a holiday, and no notice thereof need be given.

C. Special meetings of the Board of Directors shall be held when called by the President or Vice President of the Association or by any three Directors after not less than three (3) days' notice to each Director.

D. The transaction of any business at any meeting of the Board of Directors however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice of a quorum is present and, if either before or after the meeting, each of the Directors not present signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All

such waivers, consents or approvals shall be filed with the corporate records and made part of the minutes of the meeting.

E. All meetings shall be open to any owner or resident of the Kenlands development area.

ARTICLE VII OFFICERS

A. The officers shall be a President, a Vice President, a Secretary, and a Treasurer, and such other officers as may be determined by the Board, in accordance with the Articles of Incorporation, to be from time to time appropriate. The President shall be a member of the Board of Directors, but the other officers need not be.

B. The officers of the Association shall be elected by the Board of Directors at the annual meeting of the Board of Directors, which shall be held immediately following the annual meeting of the Association. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and qualified.

C. A vacancy in any office because of death, resignation, or other termination of service, may be filled only in the manner provided in the Articles of Incorporated.

D. All officers shall hold office at the pleasure of the Board of Directors; except that if an officer is removed by the Board, such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

E. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and sign all notices, checks, leases, mortgages, deeds and all other written instruments.

F. The Vice President, or the Vice President so designated by the Board of Directors if there is more than one Vice President, shall perform all the duties of the President in his absence. The Vice President(s) shall perform such other acts and duties as may be assigned by the Board of Directors.

G. The Secretary may be an ex officio member of the Board of Directors; shall record the votes and keep the minutes of all proceedings in a book to be kept for the purpose; shall sign all certificates of membership; shall keep the records of the

Association; shall record in a book kept for that purpose all the names of the members of the Association together with their addresses as registered by such member.

H. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer may, but need not, be a required signatory on checks and notes of the Association.

I. The Treasurer, or his appointed agent, shall keep proper books of account. At the direction of the Board of Directors, the Treasurer shall cause either an annual review or compilation of the Association's books to be made by a certified public accountant at the completion of each fiscal year. The Treasurer or his appointed agent shall prepare an annual budget and an annual balance sheet statement and the budget and balance sheet statement shall be open for inspection upon reasonable request of a member.

J. The salaries, if any, of the officers and assistant officers of the Association, shall be set by the Board of Directors.

ARTICLE VIII

BOOKS AND PAPERS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any member.

ARTICLE IX

SEAL

The Association shall have a seal in circular form having within its circumference the words: Kenlands Community Association, Inc., a Florida corporation not for profit.

ARTICLE X

AMENDMENTS

These By-Laws may be altered, amended or repealed by unanimous vote of all Directors at a duly constituted meeting of the Board of Directors.

C E R T I F I C A T E

The foregoing were adopted as the By-Laws of KENLANDS COMMUNITY ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, on _____, 1986.

Attest:

President

Secretary

(CORPORATE SEAL)

AMS/rp/0729
[25617.22]

KENLANDS COMMUNITY ASSOCIATION, INC.

SUBSCRIPTION AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____,
1986, by and between:

KENLAND BEND NORTH CONDOMINIUM, INC.,
KENLAND BEND SOUTH CONDOMINIUM, INC.,
KENLAND POINTE CONDOMINIUM I, INC.,
KENLAND POINTE CONDOMINIUM II, INC.,
KENLAND POINTE CONDOMINIUM III, INC.,
KENLAND POINTE CONDOMINIUM IV, INC.,

-and-

KENLAND COURT HOMEOWNERS ASSOCIATION, INC.
(hereinafter referred to as the "Associations").

W I T N E S S E T H:

WHEREAS, the parties hereto are all Florida corporations not for profit whose function it is to administer and operate their respective associations pursuant to the provisions of Florida law; and

WHEREAS, the parties hereto are all condominium or homeowner associations responsible for the maintenance of the general welfare of the owners and residents of the Kenlands development area situated in Dade County, Florida; and

WHEREAS, the parties hereto are desirous of establishing a unity of interest between said parties with respect to certain common endeavors of the Associations; and

WHEREAS, the parties are authorized and empowered to enter into agreements in fulfillment of the responsibilities of the Associations; and

WHEREAS, the parties recognize that cost efficiencies would accrue to the members of the Associations through common purchasing of certain services for the mutual benefit of all owners and residents of the Kenlands; and

WHEREAS, the parties recognize that the individual Associations may not be able to afford certain services for their members, absent the collective purchasing power of all of the Associations together; and

WHEREAS, the parties recognize that the general welfare of all owners and residents at the Kenlands is dependent upon the maintenance of mutually acceptable standards of conduct in each of the individual Associations.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree as follows:

1. The Associations herein agree to form a not-for-profit corporation (Kenlands Community Association, Inc.) for the purposes stated herein.
2. Subject to the restrictions hereinafter contained, the Kenlands Community Association, Inc. may enter into contracts for security services for the common benefit of the entire community.
3. In addition thereto, the Kenlands Community Association, Inc. may contract for other services to provide the most economical, efficient and beneficial operation of the Associations, and to promote the general welfare of the owners and residents of the Kenlands pursuant to the Articles of Incorporation and By-Laws of the Kenlands Community Association, Inc.
4. Except as otherwise provided herein, all decisions regarding the operation, setting of policy and the performance of daily business of the Kenlands Community Association, Inc. shall be made by a vote of a majority of the voting interests of the directors or members as appropriate.
5. All expenses incurred by the establishment and operation of the Kenlands Community Association, Inc., shall be borne by the member Associations based on a pro-rata equation wherein the numerator is the total number of units in each individual association and the denominator is the total number of units in all of the Associations combined.
6. In the event that one party to this Agreement fails to contribute to these joint duties and obligations, said failure shall give rise to a cause of action in favor of the corporation or the remaining parties for damages, reasonable attorneys' fees and costs.
7. Subject to the provisions herein contained, this Agreement shall inure to the benefit of and be binding on the parties hereto, their successors, trustees, assigns, receivers and legal representatives.
8. The terms and conditions of this Agreement and the mutual obligations contained herein shall be continuing in nature and shall be in addition to such other terms, conditions and obligations hereinafter imposed by the Articles of Incorporation or

By-Laws of the Association; except that in the event of conflict the Articles and By-Laws shall prevail.

IN WITNESS WHEREOF, the parties have signed, sealed and delivered on the day and year first above written.

KENLAND BEND NORTH CONDOMINIUM, INC.

Attest:

By: _____
LEONARD MANZANO, President

JO HEATON, Secretary

(CORPORATE SEAL)

KENLAND BEND SOUTH CONDOMINIUM, INC.

Attest:

By: _____
President

Secretary

(CORPORATE SEAL)

KENLAND POINTE CONDOMINIUM I, INC.

Attest:

By: _____
EDWARD BERNARD, President

ROBERT ANDERSON, Secretary

(CORPORATE SEAL)

KENLAND POINTE CONDOMINIUM II, INC.

Attest:

By: _____
LYNN ROY, President

KATHY FELTON, Secretary

(CORPORATE SEAL)

KENLAND POINTE CONDOMINIUM III, INC.

Attest:

By: _____
EDWARD SALAZAR, President

Secretary

(CORPORATE SEAL)

KENLAND POINTE CONDOMINIUM IV, INC.

Attest:

By: _____
HORTENSIA CAZO, President

WILMA AQUILA, Secretary

(CORPORATE SEAL)

KENLAND COURT HOMEOWNERS
ASSOCIATION, INC.

Attest:

By: _____
President

Secretary

(CORPORATE SEAL)

AMS/rp/0729
[25617.22]

**ARTICLES OF INCORPORATION
OF**

KENLANDS COMMUNITY ASSOCIATION, INC.

(A corporation not for profit)

ARTICLE I

NAME

The name of this corporation shall be **KENLANDS COMMUNITY ASSOCIATION, INC.**, herein sometimes called the "Association." Said corporation is incorporated as a corporation not for profit under the provisions of Chapter 617, Florida Statutes. This corporation shall not issue shares of stock nor provide for non-voting membership.

ARTICLE II

PURPOSES

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

A. To coordinate and deal with the common problems of the various condominium and homeowner associations located upon the area generally known as the Kenlands Development Area and to secure the cooperative action of the various member associations in advancing the common purposes of the associations and the individual members thereof.

B. To promote the health, safety and social welfare of the owners of the property within that area referred to as the Kenlands, a residential subdivision situated in Dade County, Florida.

C. To provide services for the common benefit of the condominium associations and homeowner associations and the individual members thereof that comprise the Kenlands community.

D. To provide for private security and such other services for the common benefit of the Kenlands community, and the capital improvements and equipment related thereto in the Kenlands.

E. To provide, purchase, acquire, replace, improve, maintain and/or repair such buildings, structures, street lights and other structures, landscaping, paving and equipment, both real and personal, related to the health, safety and social welfare of the

members of the Association, as the Board of Directors in its discretion determines necessary, appropriate, and/or convenient.

F. To operate without profit for the sole and exclusive benefit of its members.

G. To perform all of the functions contemplated by the Association, and undertaken by the Board of Directors of the Association pursuant to these Articles of Incorporation and the By-Laws of the Association.

H. The corporation shall have all the powers that are set forth and described in Chapter 617 of the Florida Statutes together with all of the powers necessary for it to carry out the purposes for which this Association was formed.

ARTICLE III **GENERAL POWERS**

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

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

B. To promulgate and enforce rules, regulations, by-laws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized. No such rules, regulations, by-laws, covenants, restrictions or agreements shall be in derogation of the powers, responsibilities or limitations imposed by the governing documents of the individual member associations.

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

D. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of, 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 any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in the Articles of Incorporation and not forbidden by either the laws of the State of Florida or the provisions contained in the recorded documents governing the affairs of the member associations.

E. To fix assessments to be levied against the members to defray expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, and to authorize its Board of Directors, in its discretion, to enter into agreements with mortgage companies or other organizations for the collection of such assessments.

F. To pay taxes and other charges, if any, on, or against the property owned or accepted by the Association.

G. From time to time, and at least once annually, the corporate officers shall furnish periodic reports to the members, which shall include profit and loss statements and balance sheets prepared in accordance with sound business and accounting practice.

ARTICLE IV

MEMBERS

A. Membership in this corporation shall be limited to the individual condominium associations and homeowner associations that comprise the Kenlands development area. The subscribing members of the corporation shall be the following condominium and homeowner associations:

<u>NAMES</u>	<u>ADDRESSES</u>
Kenland Bend North Condominium, Inc.	
Kenland Bend South Condominium, Inc.	
Kenland Pointe Condominium I, Inc.	
Kenland Pointe Condominium II, Inc.	
Kenland Pointe Condominium III, Inc.	
Kenland Pointe Condominium IV, Inc.	
Kenland Court Homeowners Association, Inc.	

Membership in the corporation may be increased or decreased as provided herein.

B. No classes of members shall be established except upon the unanimous consent of all members.

C. The subscribing members agree to serve as members of the Association for a minimum period of two (2) years. At the end of the initial two (2) year term, the

membership in the Association shall be perpetual, except that a member may withdraw from the Association upon giving one (1) year's advance notice to the Association and the other members thereof. New members may be added to the Association upon the concurrence of a majority of the existing members of the Association. The initial term of any new member that is added during the first two (2) years of this Association's corporate existence shall coincide with the unexpired portion of the initial two (2) year term of the subscribing members.

ARTICLE V
VOTING AND ASSESSMENTS

A. Subject to the restrictions and limitations hereinafter set forth, each member shall have voting rights for all purposes as hereinafter provided:

<u>NAME</u>	<u>VOTES</u>
Kenland Bend North Condominium, Inc.	4
Kenland Bend South Condominium, Inc.	4
Kenland Pointe Condominium I, Inc.	1
Kenland Pointe Condominium II, Inc.	1
Kenland Pointe Condominium III, Inc.	1
Kenland Pointe Condominium IV, Inc.	1
Kenland Court Homeowners Association, Inc.	4

Any subsequent members shall be granted voting rights for all purposes as determined by the Board of Directors at the time of acceptance of the new member, but in no instance shall a new member be granted less than one (1) voting right.

B. Assessments for expenses incurred by the Kenlands Community Association, Inc. shall be borne by the members thereof based on a pro-rata equation wherein the numerator is the total number of units in each member association and the denominator is the total number of units in all of the associations combined. However, notwithstanding anything to the contrary contained herein, no individual member shall have any direct liability whatsoever to any third person for the debts, judgments or other obligations of this corporation. And nothing contained herein shall be construed to render the individual members of the community association guarantors of the debts, judgments or other obligations of the corporation.

ARTICLE VI
BOARD OF DIRECTORS

A. The affairs of the corporation shall be managed by a Board of Directors consisting of one director for each member association. The directors shall be selected or appointed by the Boards of Directors of each member association with each Board of Directors having the right to choose its own director (and any alternate thereof) to serve on the overall Kenlands Community Association, Inc. All directors serve at the complete pleasure and subject to limitations and restrictions of the individual member associations. All directors shall serve for a term of office herein established at one (1) year, although individual directors may be recalled with or without cause by the individual board of directors that appointed or selected the person to serve on the Board of Directors of the overall Association.

B. Duly appointed members of the Community Association Board of Directors shall not be removed from office except as provided hereinabove. No vacancies may be filled except in the manner provided herein for initial appointment.

C. The names and addresses of the first Board of Directors, who shall hold office for a term of one (1) year or until their successors are elected or appointed and have qualified, are as follows:

<u>ASSOCIATION NAME</u>	<u>DIRECTOR</u>	<u>ADDRESS</u>
Kenland Bend North Condominium, Inc.	<hr/>	<hr/>
Kenland Bend South Condominium, Inc.	<hr/>	<hr/>
Kenland Pointe Condominium I, Inc.	<hr/>	<hr/>
Kenland Pointe Condominium II, Inc.	<hr/>	<hr/>
Kenland Pointe Condominium III, Inc.	<hr/>	<hr/>
Kenland Pointe Condominium IV, Inc.	<hr/>	<hr/>
Kenland Court Homeowners Association, Inc.	<hr/>	<hr/>

D. Only the members of the class of membership represented by the Director or Directors for that class, as set forth above, shall vote for such Director or Directors.

- E. The directors shall have weighted voting rights as provided herein.

ARTICLE VII

OFFICERS

A. The officers of the Association shall be a President, Vice President, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create. Any two 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.

B. The officers shall be selected by the Directors at the first annual meeting of the Board of Directors and thereafter at annual meetings of the Board of Directors.

ARTICLE VIII

CORPORATE EXISTENCE

The Association shall have perpetual existence.

ARTICLE IX

BY-LAWS

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

ARTICLE X

AMENDMENT TO ARTICLES OF INCORPORATION

These Articles may be altered, amended or repealed by unanimous resolution of the Board of Directors.

ARTICLE XI

INDEMNIFICATION OF OFFICERS AND DIRECTORS

A. 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:

(i) 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 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.

(ii) 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 relations to matters as to which such person has been adjudged to have been guilty of negligence or misconduct in the performance of his duty to the Association unless and only to the extent that the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

B. 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.

C. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

D. Service as an officer or director of the overall Kenlands Community Association, Inc. shall be deemed to be authorized official acts in furtherance of the responsibilities of officers, directors and agents of the member condominium and homeowner associations.

E. The Association may obtain insurance to provide coverage for the benefit of the Association and the directors, officers and agents thereof to the extent permitted by law.

ARTICLE XII

TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

A. No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its 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. 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.

B. 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. However, any director who has a financial interest in any matter before the board shall declare a conflict of interest and shall refrain from participation in any debate or vote on such matter.

ARTICLE XIII
DISSOLUTION OF THE ASSOCIATION

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

(i) Dedication to any applicable municipal or other governmental authority of any property determined by the Board of Directors of the Association to be appropriate for such dedication and which the authority is willing to accept and provide maintenance for.

(ii) Remaining assets shall be distributed among the members, subject to the limitations set forth below:

(1) Initial capital contributions shall be distributed to members in accordance with their initial pro-rata contributions.

(2) All other assets shall be distributed to members as tenants in common, each member's share of the assets to be determined in accordance with its relative assessment obligations.

B. Upon the expiration of the initial two (2) year term, the Association may be dissolved upon a resolution to that effect being recommended by three-fourths (3/4ths) of the members of the Board of Directors.

IN WITNESS WHEREOF, the said subscribers have hereunto set their hands and seals this ____ day of _____, 1986.

KENLAND BEND NORTH CONDOMINIUM, INC.

Attest:

By: _____
LEONARD MANZANO, President

JO HEATON, Secretary

(CORPORATE SEAL)

KENLAND BEND SOUTH CONDOMINIUM, INC.

Attest:

By: _____
President

Secretary

(CORPORATE SEAL)

KENLAND POINTE CONDOMINIUM I, INC.

Attest:

By: _____
EDWARD BERNARD, President

ROBERT ANDERSON, Secretary

(CORPORATE SEAL)

KENLAND POINTE CONDOMINIUM II, INC.

Attest:

By: _____
LYNN ROY, President

KATHY FELTON, Secretary

(CORPORATE SEAL)

KENLAND POINTE CONDOMINIUM III, INC.

Attest:

By: _____
EDWARD SALAZAR, President

Secretary

(CORPORATE SEAL)

KENLAND POINTE CONDOMINIUM IV, INC.

Attest:

By: _____
HORTENSIA CAZO, President

WILMA AQUILA, Secretary

(CORPORATE SEAL)

KENLAND COURT HOMEOWNERS
ASSOCIATION, INC.

Attest:

By: _____
President

Secretary

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF DADE

)
:SS.:

I HEREBY CERTIFY that on this ____ day of _____, 1986, before me, the undersigned authority, personally appeared LEONARD MANZANO and JO HEATON, the President and Secretary, respectively, of KENLAND BEND NORTH CONDOMINIUM, INC., a corporation organized under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes

therein mentioned, and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Miami, Dade County, Florida, this _____ day of _____, 1986.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

STATE OF FLORIDA
COUNTY OF DADE

)
):SS.:

I HEREBY CERTIFY that on this _____ day of _____, 1986, before me, the undersigned authority, personally appeared _____ and _____, the President and Secretary, respectively, of KENLAND BEND SOUTH CONDOMINIUM, INC., a corporation organized under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Miami, Dade County, Florida, this _____ day of _____, 1986.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

STATE OF FLORIDA
COUNTY OF DADE

)
):SS.:

I HEREBY CERTIFY that on this _____ day of _____, 1986, before me, the undersigned authority, personally appeared EDWARD BERNARD and ROBERT ANDERSON, the President and Secretary, respectively, of KENLAND POINTE CONDOMINIUM I, INC., a corporation organized under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Miami, Dade County, Florida, this _____ day of _____, 1986.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

STATE OF FLORIDA
COUNTY OF DADE

)
)SS.:

I HEREBY CERTIFY that on this ____ day of _____, 1986, before me, the undersigned authority, personally appeared LYNN ROY and KATHY FELTON, the President and Secretary, respectively, of KENLAND POINTE CONDOMINIUM II, INC., a corporation organized under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Miami, Dade County, Florida, this ____ day of _____, 1986.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

STATE OF FLORIDA
COUNTY OF DADE

)
)SS.:

I HEREBY CERTIFY that on this ____ day of _____, 1986, before me, the undersigned authority, personally appeared EDWARD SALAZAR and _____, the President and Secretary, respectively, of KENLAND POINTE CONDOMINIUM III, INC., a corporation organized under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Miami, Dade County, Florida, this ____ day of _____, 1986.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

STATE OF FLORIDA
COUNTY OF DADE

)
)SS.:

I HEREBY CERTIFY that on this ____ day of _____, 1986, before me, the undersigned authority, personally appeared HORTENSIA CAZO and WILMA AQUILA, the President and Secretary, respectively, of KENLAND POINTE CONDOMINIUM IV, INC., a corporation organized under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes

therein mentioned, and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Miami, Dade County, Florida, this _____ day of _____, 1986.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

STATE OF FLORIDA
COUNTY OF DADE

)
)SS.:

I HEREBY CERTIFY that on this _____ day of _____, 1986, before me, the undersigned authority, personally appeared _____ and _____, the President and Secretary, respectively, of KENLAND COURT HOMEOWNERS ASSOCIATION, INC., a corporation organized under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Miami, Dade County, Florida, this _____ day of _____, 1986.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

ARTICLES OF INCORPORATION
OF
KENLANDS COMMUNITY ASSOCIATION, INC.

(A corporation not for profit)

ARTICLE I

NAME

The name of this corporation shall be KENLANDS COMMUNITY ASSOCIATION, INC., herein sometimes called the "Association". Said corporation is incorporated as a Corporation not for profit under the provisions of Chapter 617, Florida Statutes. This corporation shall not issue shares of stock nor provide for non-voting membership.

ARTICLE II

PURPOSES

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

(a) To coordinate and deal with the common problems of the various condominium and homeowner associations located upon the area generally known as the Kenlands Development Area and to secure the cooperative action of the various member associations in advancing the common purposes of the associations and the individual members thereof.

(b) To promote the health, safety and social welfare of the owners of the property within that area referred to as the Kenlands, a residential subdivision situated in Dade County, Florida.

(c) To provide services for the common benefit of the condominium associations and homeowner associations and the individual members thereof that comprise the Kenlands community.

(d) To provide a mechanism for the establishment of common specifications, architecture, design, appearance,

elevation and location of and landscaping around all buildings of any type, including walls, fences, swimming pools, antennas, sewers, drains, disposal systems, or other structures constructed, placed or permitted to remain in the Kenlands community, as well as the alteration, improvement, addition or change thereto.

(e) To set and maintain standards respecting the various buildings and the activities of the Unit Owners with respect to activities which are common to all of the associations in the Kenlands Development Area.

(f) To provide for private security, fire protection, and such other services for the common benefit of the Kenlands community, and the capital improvements and equipment related thereto in the Kenlands.

(g) To provide, purchase, acquire, replace, improve, maintain and/or repair such buildings, structures, street lights and other structures, landscaping, paving and equipment, both real and personal, related to the health safety and social welfare of the members of the Association, as the Board of Directors in its discretion determines necessary, appropriate, and/or convenient.

(h) To operate without profit for the sole and exclusive benefit of its members.

(i) To perform all of the functions contemplated by the Association, and undertaken by the Board of Directors of the Association pursuant to these Articles of incorporation and the By-Laws of the Association.

(j) The corporation shall have all the powers that are set forth and described in Chapter 617 of the Florida Statutes together with all of the powers necessary for it to carry out the purposes for which this Association was formed.

ARTICLE III

GENERAL POWERS

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

(a) To hold funds solely and exclusively for the benefit of members for purposes set forth in these Articles of Incorporation.

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

(c) To delegate power or powers where such is deemed in the interest of the Association.

(d) To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of, 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 any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in the Articles of Incorporation and not forbidden by either the laws of the State of Florida or the provisions contained in the recorded documents governing the affairs of the member associations.

(e) To fix assessments to be levied against the members to defray expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, and to authorize its Board of Directors, in its discretion, to enter into agreements with mortgage companies or other organizations for the collection of such assessments.

(f) To pay taxes and other charges, if any, on or against the property owned or accepted by the Association.

(g) From time to time and at least once annually the

corporate officers shall furnish periodic reports to the members, which shall include profit and loss statements and balance sheets prepared in accordance with sound business and accounting practice.

ARTICLE IV

MEMBERS

(a) Membership in this corporation shall be limited to the individual condominium associations and homeowner associations that comprise the Kenlands development area. The subscribing members of the corporation shall be following condominium and homeowner associations:

<u>Names</u>	<u>Addresses</u>
Kenland Bend North Condominium, Inc.	
Kenland Bend South Condominium, Inc.	
Kenland Pointe Condominium I, Inc.	
Kenland Pointe Condominium II, Inc.	
Kenland Pointe Condominium III, Inc.	
Kenland Pointe Condominium IV, Inc.	
Kenland Pointe Property Owners Association, Inc.	
Kenland Court Homeowners Association, Inc.	

Membership in the corporation may be increased or decreased as provided herein.

(b) No classes of members shall be established except upon the unanimous consent of all members.

(c) The subscribing members agree to serve as members of the Association for a minimum period of three (3) years.

At the end of the initial three (3) year term, the membership in the Association shall be perpetual, except that a member may withdraw from the Association upon giving one (1) year's advance notice to the Association and the other members thereof. New members may be added to the Association upon the concurrence of a majority of the existing members of the Association.

ARTICLE V

VOTING AND ASSESSMENTS

(a) Subject to the restrictions and limitations herein-after set forth, each member shall have equal voting rights for all purposes allowed by law. In other words, each member shall be entitled to one (1) vote and one (1) seat on the Board of Directors, regardless of the size of the respective associations.

(b) All expenses incurred by the Kenlands Community Association, Inc. shall be borne by the members thereof based on a pro-rata equation wherein the numerator is the total number of units in each member association and the denominator is the total number of units in all of the associations combined.

ARTICLE VI

BOARD OF DIRECTORS

(a) The affairs of the corporation shall be managed by a Board of Directors consisting of one director for each member association. The directors shall be selected or appointed by the Boards of Directors of each member association with each Board of Directors having the right to choose its own director (and any alternate thereof) to serve on the overall Kenlands Community Association, Inc. All directors serve at the complete pleasure and subject to limitations and restrictions of the individual member associations. All directors shall serve for a term of office herein established

at one (1) year, although individual directors may be recalled with or without cause by the individual board of directors that appointed or selected the person to serve on the Board of Directors of the overall association.

(b) Duly appointed members of the Community Association board of directors shall not be removed from office except as provided hereinabove. No vacancies may be filled except in the manner provided herein for initial appointment.

(c) The names and addresses of the first Board of Directors, who shall hold office for a term of one (1) year or until their successors are elected or appointed and have qualified, are as follows:

<u>Association Name</u>	<u>Director</u>	<u>Address</u>
Kenland Bend North Condominium, Inc.		
Kenland Bend South Condominium, Inc.		
Kenland Pointe Condominium I, Inc.		
Kenland Pointe Condominium II, Inc.		
Kenland Pointe Condominium III, Inc.		
Kenland Pointe Condominium IV, Inc.		
Kenland Point Property Owners Association, Inc.		
Kenland Court Homeowners Association, Inc.		

(d) Only the members of the class of membership represented by the Director or Directors for that class, as set forth above, shall vote for such Director or Directors.

ARTICLE VII

OFFICERS

(a) 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 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.

(b) The officers shall be selected by the Directors at the first annual meeting of the Board of Directors and thereafter at annual meetings of the Board of Directors.

ARTICLE VIII

CORPORATE EXISTENCE

The Association shall have perpetual existence.

ARTICLE IX

BY-LAWS

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

ARTICLE X

AMENDMENT TO ARTICLES OF INCORPORATION

These Articles may be altered, amended or repealed by unanimous resolution of the Board of Directors.

ARTICLE XI

INDEMNIFICATION OF OFFICERS AND DIRECTORS

(a) 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:

(i) 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 attorney's 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 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.

(2) 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 attorney's 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 relations to matters as to which such person has been adjudged to have been guilty of

negligence or misconduct in the performance of his duty to the Association unless and only to the extent that the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

(b) 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.

(c) The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

(d) Service as an officer or director of the overall Kenlands Community Association, Inc. shall be deemed to be authorized official acts in furtherance of the responsibilities of officers, directors and agents of the member condominium and homeowner associations.

ARTICLE XII

TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

(a) No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its 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.

(b) 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 XIII

DISSOLUTION OF THE ASSOCIATION

(a) Upon dissolution of the Association, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner and relative priority:

(1) Dedication to any applicable municipal or other governmental authority of any property determined by the Board of Directors of the Association to be appropriate for such dedication and which the authority is willing to accept and provide maintenance for.

(2) Remaining assets shall be distributed among the members, subject to the limitation set forth below, as tenants in common, each member's share of the assets to be

determined in accordance with its voting rights.

(b) Upon the expiration of the initial three (3) year term, the Association may be dissolved upon a resolution to that effect being recommended by three-fourths (3/4ths) of the members of the Board of Directors.

IN WITNESS WHEREOF, the said subscribers have hereunto set their hands and seals this ____ day of _____, 1986.

Attest: KENLAND BEND NORTH CONDOMINIUM, INC.

By: _____
Jo Heaton, President

Secretary

[Corporate Seal]

Attest:

By: _____
President

Secretary

[Corporate Seal]

Attest:

By: _____
Edward Bernard, President

Secretary

[Corporate Seal]

Attest:

By: _____
Lynn Roy, President

Secretary

[Corporate Seal]

KENLAND POINTE CONDOMINIUM III, INC.

Attest:

By: _____
Edward Salazar, President

Secretary

[Corporate Seal]

KENLAND POINTE CONDOMINIUM IV, INC.

Attest:

By: _____
Hortensia Cazo, President

Secretary

[Corporate Seal]

KENLAND POINTE PROPERTY OWNERS
ASSOCIATION, INC.

Attest:

By: _____
Edward Salazar, President

Secretary

[Corporate Seal]

KENLAND COURT HOMEOWNERS ASSOCIATION,
INC.

Attest:

By: _____
President

Secretary

[Corporate Seal]

STATE OF FLORIDA)
) ss.:
COUNTY OF DADE)

I HEREBY CERTIFY, that on this _____ day of _____, 1986, before me, the undersigned authority, personally appeared JO HEATON, and JORGE DELGADO, the President and Secretary respectively, of KENLAND BEND NORTH CONDOMINIUM, INC., a corporation organized under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Miami, Dade County, Florida, this _____ day of _____, 1986.

NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE

My commission expires:

STATE OF FLORIDA)
) ss.:
COUNTY OF DADE)

I HEREBY CERTIFY, that on this _____ day of _____, 1986, before me, the undersigned authority, personally appeared EDWARD BERNARD and ROBERT ANDERSON, the President and Secretary respectively, of KENLAND POINTE CONDOMINIUM I, INC., a corporation organized under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Miami, Dade County, Florida, this _____ day of _____, 1986.

NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE

My commission expires:

STATE OF FLORIDA)
) ss.:
COUNTY OF DADE)

I HEREBY CERTIFY, that on this _____ day of _____, 1986, before me, the undersigned authority, personally appeared LYNN ROY and KATHY FELTON, the President and Secretary respectively, of KENLAND POINTE CONDOMINIUM II, INC., a corporation organized under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Miami, Dade County, Florida, this _____ day of _____, 1986.

NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE

My commission expires:

STATE OF FLORIDA)
) ss.:
COUNTY OF DADE)

I HEREBY CERTIFY, that on this _____ day of _____, 1986, before me, the undersigned authority, personally appeared EDWARD SALAZAR _____, and _____, the President and Secretary respectively, of KENLAND POINTE CONDOMINIUM III, INC., a corporation organized under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Miami, Dade County, Florida, this _____ day of _____, 1986.

NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE

My commission expires:

STATE OF FLORIDA)
) ss.:
COUNTY OF DADE)

I HEREBY CERTIFY, that on this _____ day of _____, 1986, before me, the undersigned authority, personally appeared HORTENSIA CAZO and WILMA AQUILA, the President and Secretary respectively, of KENLAND POINTE CONDOMINIUM IV, INC., a corporation organized under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Miami, Dade County, Florida, this _____ day of _____, 1986.

NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE

My commission expires:

STATE OF FLORIDA)
) ss.:
COUNTY OF DADE)

I HEREBY CERTIFY, that on this _____ day of _____, 1986, before me, the undersigned authority, personally appeared EDWARD SALAZAR and _____, the President and Secretary respectively, of KENLAND POINTE PROPERTY OWNERS ASSOCIATION, INC., a corporation organized under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Miami, Dade County, Florida, this _____ day of _____, 1986.

NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE

My commission expires:

STATE OF FLORIDA)
) ss.:
COUNTY OF DADE .)

I HEREBY CERTIFY, that on this _____ day of _____, 1986, before me, the undersigned authority, personally appeared _____ and _____, the President and Secretary respectively, of KENLAND COURT HOMEOWNERS ASSOCIATION, INC., a corporation organized under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Miami, Dade County, Florida, this _____ day of _____, 1986.

NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE

My commission expires: