

# State of Florida



## Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of POND APPLE MAINTENANCE ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on June 1, 1979, as shown by the records of this office.

The charter number for this corporation is 747467.



CER 101  
12-78

Given under my hand and the Great  
Seal of the State of Florida, at  
Tallahassee, the Capital, this the  
4th day of June, 1979.

*Leah C. Fu*  
Secretary of State

FLORIDA — STATE OF THE ARTS

EXHIBIT "C"

OFF REC 3093 PG. 0160

ARTICLES OF INCORPORATION

of

POND APPLE MAINTENANCE ASSOCIATION, INC.  
(a corporation Not for Profit)

In order to form a corporation under the laws of Florida, for the formation of corporations not for profit, we, the undersigned, hereby associate ourselves into a corporation, for the purposes and with the powers herein specified; and to that end, we do, by these Articles of Incorporation, set forth:

I. NAME:

The name of this corporation shall be POND APPLE MAINTENANCE ASSOCIATION, INC., hereinafter sometimes referred to as the "Association".

II. PURPOSES:

(a) To promote the health, safety and social welfare of the Owners of Property within that area referred to as Vista Verde, in the Declaration of Covenants and Restrictions for Vista Verde, to be recorded in the Public Records of Palm Beach County, Florida.

(b) To maintain and/or repair landscaping in the general and/or Common Areas, parks, sidewalks and/or access paths, streets and other Common Areas, structures, and other improvements in Vista Verde, for which the obligation to maintain and repair has been delegated and accepted.

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

(d) To provide or provide for private security, and such other services, the responsibility for which has been or may be accepted by the Association, and the capital improvements and equipment related thereto, in Vista Verde.

(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 for the Association, and undertaken by the Board of Directors of the Association, in the Declaration of Covenants and Restrictions, hereinabove described.

### 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 its 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, association, or other entity; 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 the laws of the State of Florida.

(e) To fix, collect and enforce assessments to be levied against Property to defray expenses and the cost of effectuating the objects and purposes of the Association, and to create reasonable reserves for such expenditures, and to authorize its Board of Directors, in its discretion, to enter into Agreements

with mortgage companies and other organizations for the collection of such assessments.

(f) To charge recipients for services rendered by the Association and any user for any use of Association Property, when such is deemed appropriate by the Board of Directors of the Association.

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

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

#### IV. MEMBERS:

(a) "Developer", "Owner", "Lot", and any other defined terms used herein, and elsewhere in the Articles, are used with the definitions given those terms in the aforesaid Declaration of Covenants and Restrictions for Vista Verde.

(b) The members shall consist of the Lot Owners in Vista Verde, the Property comprising Vista Verde, being described in Section (c) of this Article, and all such Lot Owners shall be members of the Association. There shall be two (2) classes of members, as follows:

1. Class A Members. Class A Members shall be all Lot Owners other than the Class B Member. Owners of such Lot shall automatically become Class A Members upon purchase of such Lot.

2. Class B Members. The Class B Member shall be Vista Verde, Ltd., a Florida Limited Partnership, or its designee, successor or assignee, as Developer of Vista Verde.

(c) Vista Verde consists of that certain real property situated in Palm Beach County, Florida, described as follows:

All of VISTA VERDE SECTION ONE, Via Verde P.U.D., according to the Plat thereof, as recorded in Plat Book 36, at Pages 54 and 55 of the Public Records of Palm Beach County, Florida, together with Sections Two and/or Three of VISTA VERDE if and when recorded in the Public Records of Palm Beach County, Florida.

#### V. VOTING AND ASSESSMENTS:

(a) Subject to the restrictions and limitations

hereinafter set forth, each member shall be entitled to one (1) vote for each Lot in which he holds the interest required for membership. When one or more person holds such interest or interests in any 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 Lot. Except where otherwise required under the provisions of these Articles, the Declaration of Covenants and Restrictions for Vista Verde or by law, the affirmative vote of the Owners of a majority of Lots represented at any meeting of the members duly called and at which a quorum is present, shall be binding upon the members.

(b) The Developer shall have the right to appoint a majority of the Board of Directors so long as it owns at least one (1) Lot in Vista Verde.

(c) The Association shall obtain funds with which to operate by assessment of its members, in accordance with the provisions of the Declaration of Covenants and Restrictions for Vista Verde, as supplemented by the provisions of the Articles and By-Laws of the Association relating thereto.

#### VI. BOARD OF DIRECTORS:

(a) The affairs of the Association shall be managed by a Board of Directors consisting of five (5) Directors, except that the initial Board of Directors to serve until the first annual meeting shall consist of two (2) Directors. So long as Developer shall have the right to appoint a majority of the Board of Directors, Directors need not be members of the Association and need not be residents of the State of Florida; thereafter, a majority of Directors shall be members of the Association and residents of the State of Florida. There shall be two (2) Directors elected by the Class A members, so long as the Class B Member has the right to appoint a majority of the Board of Directors. Elections shall be by plurality vote of a meeting at which a majority of the membership of the Association is voting in person, by proxy or by written ballot. At the first annual

election to the Board of Directors, the term of office of the elected Director receiving the highest plurality of votes shall be established at two (2) years; the other elected Director shall serve for a term of one (1) year. In addition, the Class B Member shall select two (2) Directors to serve for terms of two (2) years and one (1) Director to serve for a term of one (1) year. Thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time, and the term of the Director so elected or appointed at each annual election shall be for two (2) years, expiring at the second annual election following their election, and thereafter, until their successors are duly elected and qualified, or, as to a Director elected by the Class A Members, until removed from office, with or without cause, by the affirmative vote of a majority of the Class A Members. In no event can a Board member appointed by the Class B Member be removed, except by action of the Class B Member. Any Director appointed by the Class B Member shall serve at the pleasure of the Class B Member, and may be removed from office, and a successor Director may be appointed, at any time by the Class B Member.

(b) The names and addresses of the members of the first Board of Directors, who shall hold office until the annual meeting of the members, to be held in the year 1979 and until their successors are elected or appointed and have qualified, are as follows:

STACEY J. UTAL, 21072 Jog Road, Boca Raton, Fla.  
ARLENE J. UTAL, 21072 Jog Road, Boca Raton, Fla.  
RICHARD C. LEWIS, 407 Lincoln Road, Miami Beach, Fla.

#### VII. OFFICERS:

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 procedures set forth by the By-Laws. The names of the officers who are to manage the affairs of the Association until the annual meeting of the Board of Directors to be held

in the year 1979 and until their successors are duly elected and qualified are:

|                |                |
|----------------|----------------|
| President      | STACEY J. UTAL |
| Vice President | ARLENE J. UTAL |
| Treasurer      | STACEY J. UTAL |
| Secretary      | ARLENE J. UTAL |

VIII. CORPORATE EXISTENCE:

The Association shall have perpetual existence.

IX. BY-LAWS:

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

X. AMENDMENT TO ARTICLES OF INCORPORATION:

These Articles may be altered, amended or repealed by resolution of the Board of Directors. No amendment affecting Vista Verde, Ltd., a Florida Limited Partnership, or its successors or assigns, as Developer of Vista Verde (as the same is defined in the Declaration of Covenants and Restrictions for Vista Verde), shall be effective without the prior written consent of said Vista Verde, Ltd., or its successors or assigns, as Developer.

XI. SUBSCRIBERS:

The names and residence addresses of the subscribers, are as follows:

STACEY J. UTAL, 21072 Jog Road, Boca Raton, Fla.  
ARLENE J. UTAL, 21072 Jog Road, Boca Raton, Fla.  
RICHARD C. LEWIS, 407 Lincoln Road, Miami Beach, Fla.

XII. INDEMNIFICATION OF OFFICERS AND DIRECTORS:

(a) The Association hereby agrees to indemnify any Director or officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

1. 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 of 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.

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 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 be entitled to indemnification in relation to matters to which such person has been adjudged to have been guilty of negligence or misconduct in the performance of his duty of 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 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.

#### XIII. TRANSACTION 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.

#### XIV. 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:

1. Real property contributed to the Association

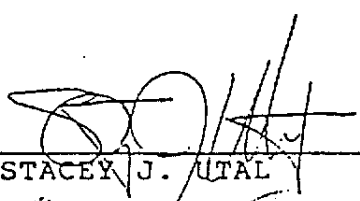
Without the receipt of other than nominal consideration by the Class B Member (or its predecessor in interest) shall be returned to Vista Verde, Ltd., a Florida Limited Partnership, its successors or assigns, (whether or not a Class B Member at the time of such dissolution), unless it refuses to accept the conveyance (in whole or in part).

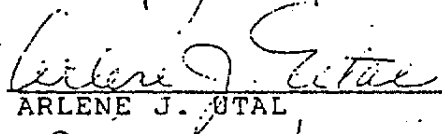
2. By dedication to any applicable municipal or other governmental authority of any property determined by the Board of Directors of the Association to be appropriate for such dedication and which the applicable authority is willing to accept.

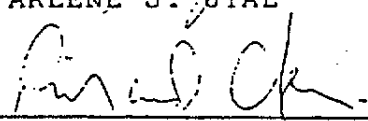
3. The remaining assets, if any, shall be distributed among the members, subject to the limitations set forth below, as tenants in common, each members' share of the assets to be determined, in accordance with its voting rights.

(b) The Association may be dissolved upon a resolution to that effect being recommended by three-fourths (3/4) of the members of the Board of Directors, and, if such decree be necessary at the time of dissolution, after receipt of an appropriate decree, as set forth in Florida Statutes Section 617.05 or Statute of similar import, and approved by two-thirds (2/3) of the voting rights of the Association's members.

IN WITNESS WHEREOF, the undersigned subscribers have caused these Articles to be executed, as required by law, this 11 day of May, 1979.

  
STACEY J. UTAL

  
ARLENE J. UTAL

  
RICHARD C. LEWIS

STATE OF FLORIDA )  
 ) SS.:  
COUNTY OF PALM BEACH )

The foregoing Articles of Incorporation were acknowledged before me this 11 day of May, 1979, by STACEY J. UTAL, ARLENE J. UTAL and RICHARD C. LEWIS, to me well known and known to me to be the persons described in and who executed the foregoing Articles of Incorporation, as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal at Boca Raton, said County and State, this 11 day of May, 1979.

*Rebecca E. Solomon*

Notary Public, State of Florida at  
Large

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES FEBRUARY 10, 1981  
BONDED THIS MONTHED BONDED AGENCY

My Commission Expires: \_\_\_\_\_