

2087W/05/24/89

## EXHIBIT B

BY LAWS  
OF  
GRAND OAKS PROPERTY OWNERS' ASSOCIATION, INC.

## I DEFINITIONS

All terms used herein which are defined in the Declaration of Covenants and Restrictions for Grand Oaks shall be used herein with the same meanings as in said Declaration.

## II LOCATION OF PRINCIPAL OFFICE

The principal office of the Association shall be located at 7900 Glades Road, Boca Raton, Florida 33431, or at such other place as may be established by resolution of the Board of Directors of the Association.

## III VOTING RIGHTS AND ASSESSMENTS

1. Every person or entity who is a record fee simple owner of a Lot, including the Developer at all times as long as it owns any Property subject to the Declaration, shall be a member of the Association, provided that any such person or entity who holds such interest only as a security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot or other property which is subject to assessment.

2. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the rate set forth in the Declaration of Covenants and Restrictions for Grand Oaks and shall result in the suspension of voting privileges during any period of such non-payment.

## 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. Any vacancy occurring on the Board of Directors because of death, resignation or other termination of services of any Director, shall be filled by the Board of Directors; except that Developer, to the exclusion of other members and/or the Board itself, shall fill any vacancy created by the death, resignation, removal or other termination of services of any Director appointed by Director. A Director appointed to fill a vacancy shall be appointed for the unexpired term of his predecessor in office and until his successor shall have been elected and/or appointed and qualified.

## V ELECTION OF DIRECTORS

1. Nominations for the election of Board Members may be made by a Nominating Committee if one is appointed by the Board.

2. Developer shall within fourteen (14) days of the date set for the annual meeting of the Association, notify the Secretary and the Nominating Committee of the names of the Directors the Developer is appointing to the Board of Directors. Within thirty (30) days of such date, the Nominating Committee shall notify the Secretary of the names of the candidates nominated for election to the Board of Directors.

3. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine. In addition to nominations made by the Nominating Committee, petitions for nominees shall be accepted if signed by either fifteen (15) Class A Members or by one-third (1/3) of the Class A Membership, whichever is smaller. Nominations and notification of the vacancies being filled by the Developer shall be placed on a written ballot as provided in Section 4 of this Article and shall be made in advance to the time fixed for the annual meeting.

4. All elections to the Board of Directors shall be made on written ballots to be voted at the annual meeting, or in the direction of the Board of Directors, by mail thirty (30) days prior to the annual meeting, which shall (a) describe the vacancies to be filled by Class A Members, and (b) set forth the names of those nominated for each vacancy by the Nominating Committee or by petition for such vacancy and the names of those appointed to the Board by the Developer. Each member may, in respect to each vacancy on the Board, cast one (1) vote.

5. The members of the Board of Directors elected or appointed in accordance with the procedures set forth in this Article shall be deemed elected or appointed as of the date of the annual meeting.

## VI 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 appoint committees, adopt and publish rules and regulations governing the use of the Common Area or any portion thereof and the personal conduct of the members and their guests thereon, including reasonable admission charges if deemed appropriate.

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, except those reserved to members in the Declaration of Covenants for Grand Oaks or 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 of 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; and

(3) To send written notice of each assessment to every Member subject thereto.

D. To issue or cause an appropriate officer to issue upon demand by any person, a certificate setting forth whether any assessment has been paid. Such certificate shall be prima facie evidence of any assessment therein stated to have been paid.

## VII DIRECTORS AND MEETINGS

1. The annual meeting of the Board of Directors shall be held at 5:00 P.M. on the 24th day of May in Boca Raton, Florida, of each year at the principal office of the Association, unless some other time and/or 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 meeting is 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 (1st) 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 (3) 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 through made at a meeting duly held after regular call and notice that a quorum is present and, if either before or after the meeting, each of the Directors not present signs a 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 a part of the minutes of the meeting.

## VIII 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. Except for officers appointed by the Developer, no officer shall succeed himself/herself to a successive term in office.

3. 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.

4. A vacancy in any office because of death, resignation or other termination of services, may be filled by the Board of Directors for the unexpired portion of the term.

5. All officers shall hold office at the pleasure of the Board of Directors.

6. 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 notes, checks, leases, mortgages, deeds and all other written instruments.

7. 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.

8. 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 that purpose. He shall sign all certificates of membership. He shall keep the records of the Association. He 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.

9. 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.

10. The Treasurer, or his appointed agent, shall keep proper records 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. He 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.

11. During the period in which the Developer has the right to appoint a majority of the Board of Directors, it shall appoint a Representative to vote the Association's interests in matters concerning Country Club Maintenance Association, Inc. This representative shall be elected at the same time and in the same manner as the Board of Directors. Subsequent to such time, the membership, by majority vote, shall elect the Representative.

## IX COMMITTEES

1. The standing committees of the Association shall be:

The Nominating Committee(s)  
 The Maintenance Committee  
 The Architectural Review Board ("ARB")

Each Committee, other than the ARB, shall consist of a chairman and two (2) or more members and shall include a member of the Board of Directors. The Committees (except the ARB) shall be appointed by the Board of Directors within thirty (30) days after each annual meeting of the Board of Directors to serve until the

succeeding committee members have been appointed. The Board of Directors may appoint such other committees as it deems advisable.

2. The Nominating Committee shall have the duties and functions described by these By Laws.

3. The Maintenance Committee shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of properties in Grand Oaks, and shall perform or seek the performance of such other functions as the Board, in its discretion, determines.

4. The ARB shall be appointed, shall serve, and shall have the duties and functions described in the Declaration of Covenants for Grand Oaks. A party aggrieved by a decision of the ARB shall have the right to make a written request to the Board of Directors, within thirty (30) days of such decision, that the Board review such decision. The determination of the Board upon reviewing such decision of the ARB shall in all events be dispositive.

5. The Maintenance Committee and other committees appointed and so empowered by the Board of Directors (but not the Nominating Committee or the ARB) shall have the power to appoint subcommittees from among their membership and may delegate to any such subcommittee any powers, duties and functions.

6. It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties and activities within its scope of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, Director or officer of the Association which is further concerned with the matter presented.

#### X 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 members.

#### XI SEAL

The Association shall have a seal in circular form, having within its circumference the words: GRAND OAKS PROPERTY OWNERS' ASSOCIATION, INC., corporation not for profit, 1989, Florida.

#### XII AMENDMENTS

These By Laws may be altered, amended or rescinded by majority vote of the Directors present at a duly constituted meeting of the Board of Directors except that no amendment affecting Developer shall be effective without Developer's written consent. Any amendment with respect to Article VIII(2) of the By Laws shall require the written consent of the Developer, which may be withheld for any reason whatsoever.

#### CERTIFICATE

The foregoing were adopted as the By Laws of Grand Oaks Property Owners' Association, Inc., a corporation not for profit under the laws of the State of Florida, on \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

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## EXHIBIT A

ARTICLES OF INCORPORATION  
OF  
GRAND OAKS PROPERTY OWNERS' ASSOCIATION, INC.  
(A CORPORATION NOT FOR PROFIT)

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

## I NAME

The name of this corporation shall be GRAND OAKS PROPERTY OWNERS' ASSOCIATION, INC. (the "Association"), sometimes hereinafter referred to as the "Association".

## II PURPOSES

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

1. To promote the health, safety and social welfare of the Owners of Property within that said residential area referred to as Grand Oaks and described in the Declaration of Covenants and Restrictions for Grand Oaks executed contemporaneously herewith by Arvida/JMB Partners and to be recorded in the Public Records of Palm Beach County, Florida.

2. To own and maintain, repair and replace the general and/or Common Areas, parks, sidewalks and/or access paths, streets and other Common Areas, lakes, structures, landscaping and other improvements in and/or benefitting Grand Oaks for which the obligation to maintain and repair has been delegated and accepted.

3. 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, tennis courts, antennae, sewers, drains, disposal systems, or other structures constructed, placed or permitted to remain in Grand Oaks, as well as the alteration, improvement, addition or change thereto.

4. To ensure compliance with the Master Land Use Plan under the Planned Unit Development Ordinance of Boca Raton, Florida, applicable to Grand Oaks.

5. To control and maintain the waterways, lakes and ponds in Grand Oaks.

6. To provide or provide for private security, fire protection and such other services the responsibility for which has been accepted by the Association, and the capital improvements and equipment related thereto, in Grand Oaks.

7. To operate without profit for the benefit of its members.

8. To perform all of the functions contemplated of 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:

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

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

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

4. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of interests in, 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 the laws of the State of Florida.

5. To fix assessments to be levied against the Property 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.

6. To charge recipients for services rendered by the Association and the user for use of Association Property where such is deemed appropriate by the Board of Directors of the Association.

7. To pay taxes and other charges, if any, on or against the Property or accepted by the Association.

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

9. Maintain, repair, replace, operate and manage the Association properties and the Surface Water Management System as authorized by the South Florida Water Management District, including all lakes, retention areas, culverts and related appurtenances, including the right to reconstruct improvements after casualty and further to improve and add to the Association properties.

10. This is a non-stock corporation.

11. To join any elective association or partnership. Provided however, for so long as Developer owns any Lot within the Land, the Developer shall appoint any representative(s) to such elective association or partnership. After Developer no longer owns any Lot within the Property, representative(s) shall be designated by vote of membership.

#### IV MEMBERS

1. The Members shall consist of the Property Owners in Grand Oaks, and all such Property Owners shall be members of the Association. There shall be two (2) classes of members, as follows:

A. CLASS A MEMBERS. Class A Members shall be all Property Owners other than the Class B Member. Owners of Property shall automatically become Class A Members upon purchase of such Property.

B. CLASS B MEMBERS. The Class B Member shall be Arvida/JMB Partners, a Florida General Partnership, or its designee, successor or assignee as Developer of Grand Oaks.

2. "Developer", "Owner", "Unit" 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 Grand Oaks.

3. Grand Oaks consists of that certain real property situated in Palm Beach County, Florida, described as:

Grand Oaks of Arvida Country Club P.U.D., according to the Plat thereof as recorded in Plat Book 62 at Page 28 of the Public Records of Palm Beach County, Florida.

#### V VOTING AND ASSESSMENTS

1. 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 persons hold 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 (1) 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 Grand Oaks or By Laws, 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.

2. 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 Grand Oaks.

3. The Association will obtain funds with which to operate by assessment of its members in accordance with the provisions of the Declaration of Covenants and Restrictions for Grand Oaks, as supplemented by the provisions of the Articles and By Laws of the Association relating thereto.

#### VI BOARD OF DIRECTORS

1. The affairs of the Association shall be managed by a Board of Directors consisting of five (5) 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. 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. 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 and the term of office of the other elected Director shall be established at 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 (2nd) annual election following their election, and thereafter until their successors are duly elected and qualified, or until removed from office with or without cause by the affirmative vote of a majority of the Members which elected or appointed them. Any Director appointed by the Class B Member shall serve at the pleasure of the Class B Member and may not be removed except by action 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.

2. 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 1990 and until their successors are elected or appointed and have qualified, are as follows:

Steven Parker

Post Office Box 100  
Boca Raton, Florida 33432

John Montierth	Post Office Box 100 Boca Raton, Florida 33432
Ira Martin	Post Office Box 100 Boca Raton, Florida 33432
Nancy Olson	Post Office Box 100 Boca Raton, Florida 33432
Kitt E.R. Steinberg	Post Office Box 100 Boca Raton, Florida 33432

VII OFFICERS

1. 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 (2) 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. 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 1990 and until their successors are duly elected and qualified are:

President	Steven Parker
Vice President	John Montierth
Vice President	Ira Martin
Secretary	Nancy Olson
Treasurer	Kitt E.R. Steinberg

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 AND BY LAWS

These Articles and By Laws may be altered, amended or repealed by vote of a majority of the Board of Directors. No amendment affecting Arvida/JMB Partners, or its successors or assigns as Developer of Grand Oaks (as the same is defined in the Declaration of Covenants and Restrictions for Grand Oaks) shall be effective without the prior written consent of said Arvida/JMB Partners, or its successors or assigns, as Developer.

XI SUBSCRIBER

The name and address of the subscriber is as follows:

Steven Parker	Post Office Box 100 Boca Raton, Florida 33432
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XII INDEMNIFICATION OF OFFICERS AND DIRECTORS

1. 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:

A. 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 no lo 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.

B. 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 relation 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.

2. 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 a Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

3. 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 TRANSACTIONS IN WHICH DIRECTORS OF OFFICERS ARE INTERESTED

1. No contract or transaction between the Association and one (1) or more of its Directors or officers, or between the Association and any other corporation, partnership, association or other organization in which one (1) 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.

2. 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 OR MERGER OF THE ASSOCIATION

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

A. 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 the Class B Member (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).

B. Dedication to Palm Beach County, Florida, or its successor, of the Common Areas, as defined in the Declaration of Covenants and Restrictions for Grand Oaks, which shall be effective without the prior written consent of said County or its successor.

C. Remaining assets shall be distributed among the members as tenants in common, each members' share of the assets to be determined in accordance with its voting rights.

2. 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.

3. In the event that the Association is dissolved for any reason whatsoever, title to the surface water management system shall be transferred to either a governmental unit or other non-profit organization which will provide for the continued operation and maintenance of the surface water management system.

4. The Association may be merged into another not for profit corporation 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 merger, after receipt of an appropriate decree as set forth in Florida Statutes Section 617.051 or statute of similar import, and approved by two-thirds (2/3) of the voting rights of the Association's members. Provided however, no merger shall be effective without the consent of the Developer for so long as it has the right to appoint any director to the Board of the Country Club Maintenance Association, Inc., which consent may be withheld for any reason whatsoever.

FILED

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

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

In compliance with the laws of Florida, the following is submitted:

First, that desiring to organize under the laws of the State of Florida with its principal office at 7900 Glades Road, Boca Raton, Florida 33429, County of Palm Beach, State of Florida, the corporation named in the attached Articles has named JERI POLLER, whose address is 7900 Glades Road, Boca Raton, Florida 33429, County of Palm Beach, State of Florida, as its statutory registered agent.

Second, having been named statutory agent of said corporation at the place designated in this certificate, I hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.

Dated this 23rd day of May, 1989.

  
\_\_\_\_\_  
Jeri Poller  
Registered Agent

(jc/R.310)

