

ARTICLES OF INCORPORATION

-of-

HOLIDAY SPRINGS VILLAGE RECREATION CORPORATION, INC.

The undersigned hereby associate themselves for the purpose of forming a corporation not for profit pursuant to Chapter 617, Part 1, of the Florida Statutes and do hereby state as follows:

ARTICLE I

NAME

The name of this corporation shall be HOLIDAY SPRINGS VILLAGE RECREATION INC. CORPORATION, herein referred to as "CORPORATION".

ARTICLE II

PURPOSES

The purposes for which this Corporation is formed are as follows:

A. To take title to the recreation area at Holiday Springs Village ("RECREATION AREA"), legally described as follows:

Tract 2 of HOLIDAY SPRINGS VILLAGE AND OCEAN CLUB, SECTION ONE, according to the Plat thereof, recorded in Plat Book 77 at Page 8 of the Public Records of Broward County, Florida.

and to operate, maintain, repair, improve, reconstruct and administer the Recreation Area for the benefit of the residents of condominium units in condominiums One (1) through Four (4) at Holiday Springs Village and residents of the following described real property ("UNIMPROVED LAND"):

See Exhibit "A" attached hereto
and made a part hereof.

and to perform the acts and duties necessary and desirable for the management of the Recreation Area; and to own, operate, lease, sell and trade property, whether real or personal, as may be necessary or convenient in the management and administration of the Recreation Area.

B. To carry out the duties and obligations and receive the benefits given the Corporation by the Declarations of Condominium and any amendments thereto ("DECLARATIONS") of Holiday Springs Village with respect to Condominiums One (1) through Four (4) located in Margate, Broward County, Florida, which Declarations have been recorded as follows:

See Exhibit "B" attached hereto
and made a part hereof.

C. To establish By-Laws for the operation of the Recreation Area ("BY-LAWS"), provide for the administration of the Corporation and rules and regulations for governing the same, and enforce the provisions of these Articles of Incorporation and the By-Laws.

D. To contract for the management of the Recreation Area and to delegate to the party with whom such contract has been executed the appropriate powers and duties of the Corporation except those which require specific action by or approval of the Board of Administration or members of the Corporation ("MEMBERS"), and to pay management fees for such services.

E. To assess, levy and collect general and special assessments,

on a monthly basis or otherwise, from the Members of the Corporation for the purpose of paying all repair, operation, maintenance, utility, rental, replacement and management expenses with respect to the Recreation Area and in enforcing the By-Laws and Rules and Regulations of the Corporation.

F. To receive pledges from Members of the Corporation in favor of the Corporation, and to receive such other security interests from Members as may be required by the Corporation for the purpose of securing and collecting payment of assessments of Members for operation of the Recreation Area and compliance with the terms and provisions of all of the documents and applicable laws relevant to said operations of the Recreation Area.

G. The Corporation shall also have all of the common law and statutory powers under the laws of the State of Florida and those powers provided by these Articles and the By-Laws of the Corporation.

ARTICLE III

MEMBERS

The Members of the Corporation shall be as follows:

A. Holiday Springs Village Condominium, Inc., a Florida corporation not for profit [the association formed to manage Condominiums One (1) and Two (2)]; Holiday Springs Village Condominium, Inc. No. 1, a Florida corporation not for profit [the association formed to manage Condominium Four (4)]; Holiday Springs Village Condominium, Inc. No. 3, a Florida corporation not for profit [the association

formed to manage Condominium Three (3)].

B. Nationwide Building & Development, Ltd., and its successors ("NATIONWIDE"), shall have the option to elect to become a Member of the Corporation by filing a written notice of election with the Corporation. Said option shall commence upon the filing of these Articles of Incorporation and shall continue for as long as Nationwide and its successors are the owners of any portion of the Unimproved Land.

C. All Members shall be permitted to use the Recreation Area, but only in accordance with such limitations and restrictions as are or may be imposed by these Articles of Incorporation, the By-Laws and Rules and Regulations established by the Corporation and such other limitations and restrictions (e.g., age, pets) contained in the documents incident to which the Recreation Area is conveyed to the Corporation.

D. Nationwide shall always have access to the Recreation Area for such purposes and at such times as may be necessary to enable Nationwide to enforce any rights and carry out any duties that Nationwide may have under the documents incident to which the Recreation Area is conveyed to the Corporation and under any other documents by which Nationwide may have acquired such rights or assumed such duties from time to time. Such right of access shall commence upon the filing of these Articles of Incorporation.

E. Nationwide shall have the right to assign its membership rights to any condominium association established by Nationwide with respect to residential occupancy of the Unimproved Land, or

to any individual residential occupant of said Unimproved Land in Nationwide's sole discretion. In addition, because Nationwide may sell or otherwise transfer all or part of the Unimproved Land to other developers, which, in turn, may develop various kinds of housing facilities, Nationwide shall have the right to assign its membership rights, in whole or in part, to any other persons or entities in its sole discretion. The ultimate residential occupants of such housing facilities (condominium, cooperative, apartment, townhouse, single-family or otherwise) shall have like rights of use of the Recreation Area consistent with those rights and limitations otherwise set forth in these Articles.

F. Any residential occupant of any unit or residence (by lease or otherwise) who is current in paying the rent for his unit or residence, or his pro rata share of the assessment against a Member condominium association for maintenance of the Recreation Area, as the case may be, and whose Member condominium association is current in paying assessments levied by the Corporation, shall be entitled to the use of the Recreation Area, subject to such restrictions as are imposed by these Articles, the By-Laws, Rules and Regulations and the documents incident to which the Recreation Area is conveyed to the Corporation. Such right of use of the Recreation Area shall also extend to residential occupants of the Unimproved Land, to separate membership interests in the Corporation acquired by assignment from Nationwide, and to separate membership interests in the Corporation acquired by virtue of any termination of the condominium status of a Member condominium.

Residential occupants of any of the foregoing who are not current in paying any of the foregoing obligations shall not be entitled to use of the Recreation Area.

G. No membership right held by any condominium association shall be assignable unless the condominium which is managed by said condominium association be terminated as a condominium, in which case any separate residential unit owner of what was previously a condominium unit therein may become an assignee of said membership rights. Any membership right held by an individual or entity other than a condominium association shall be assignable to any successor person or entity. In no event shall any person or entity owning or occupying an individual residential condominium unit in Condominiums One (1) through Four (4) or any individual residential condominium unit constructed on the Unimproved Land ever have any separate membership interest in the Corporation, except as hereinabove provided with respect to termination of a condominium of record.

H. No mortgagee may become a separate Member unless such mortgagee acquires the separate membership interest of a Member by foreclosure or transfer in lieu of foreclosure. Foreclosure or transfer in lieu of foreclosure of an individual residential condominium unit shall not carry with it any separate membership right in the Corporation, but may carry with it a right of use of the Recreation Area if such use would be consistent with these Articles, the By-Laws, Rules and Regulations and the documents incident to which the Recreation Area is conveyed to the Corporation.

I. Membership certificates in the Corporation are not required and shall not be issued. Membership rights are evidenced by the terms of these Articles of Incorporation and are acquired by acquiring the status of a Member in one or more of the ways herein set forth. Certificates of Use shall be issued by the Corporation to residential occupants, which are restricted as to transfer as described therein.

J. Each Member or electing Member shall have the following number of votes:

<u>Name</u>	<u>Votes</u>
1. Holiday Springs Village Condominium, Inc.	612
2. Holiday Springs Village Condominium, Inc. No. 1	64
3. Holiday Springs Village Condominium, Inc. No. 3	72
4. Nationwide	*one (1) vote for each residential unit or residence upon the Unimproved Land up to a maximum of 100 units

*Nationwide's right to vote shall commence when it elects to become a Member.

Persons or entities acquiring separate ownership of residential improvements on the Unimproved Land shall acquire one (1) vote from Nationwide for each separate residence.

Likewise, any person or entity whose interest in the Unimproved Land was held by the condominium association in the past and who was a member but, because of termination of the condominium of record has acquired separate ownership of a residential unit shall be entitled to one (1) vote for each such separately owned residential unit. In

no event shall there ever be more than a total of one thousand five hundred (1,500) votes. No separately owned residential unit, whether previously a condominium of record or a separate residential unit on the Unimproved Land, shall ever have more than one (1) vote per residential unit.

K. The share of a Member in the funds and assets of the Corporation cannot be assigned, hypothecated or transferred except in accordance with these Articles and the By-Laws of the Corporation. No part of the income of the Corporation shall be distributed to its Members, Directors or officers.

L. If any Member of the Corporation defaults in the payment of any pro rata share of assessments by the Corporation, or fails to comply with any of the documents or applicable laws relevant to operations of the Recreation Area, and such default is not timely cured in accordance with these Articles, the By-Laws and Rules and Regulations of the Corporation or any other documents incident to which the Corporation acquired the Recreation Area, such Member and all residential occupants using the Recreation Area through such Member shall, upon such default, automatically forfeit the right to use the Recreation Area during the period of such default and the Corporation may recover any amounts due from such Member by suit against such member, plus reasonable attorneys' fees and court costs, including any court costs and attorneys' fees on appeal.

M. Notwithstanding anything herein contained to the contrary,

use of the Recreation Area shall be limited to those persons who are not in violation of the minimum age requirements of the Declarations (with respect to use and occupancy of condominium units).

N. No animals or pets of any kind shall be permitted in the Recreation Area except as otherwise provided in the Declarations (with respect to use and occupancy of condominium units).

O. Wherever these Articles of Incorporation refer to use of the Recreation Area by residential occupants of condominium units, such use of the Recreation Area is intended to be consistent with the permissible residential use and occupancy of the related condominium unit, as more particularly set forth in the Declarations.

ARTICLE IV

EXISTENCE

This Corporation shall have perpetual existence.

ARTICLE V

DIRECTORS

A. The affairs and property of the Corporation shall be managed and governed by a Board of Administration (sometimes hereinafter referred to as the "BOARD OF DIRECTORS") composed of not less than three (3) persons ("DIRECTORS"). The first Board of Administration shall have three (3) members and, in the future, the number shall be determined from time to time in accordance with the Corporation's By-Laws.

B. Directors shall be elected by the Members in accordance with the

By-Laws at the regular annual meetings of the membership of the Corporation. Directors shall be elected to serve for a term of one (1) year and, in the event of a vacancy, the remaining Directors may appoint a Director from the Member entity which the prior Director represented to serve the balance of said unexpired term. The Directors named in ARTICLE XIII shall serve until the first election of a Director or Directors as provided in the By-Laws and any vacancies in their number occurring before the first election shall be filled by the remaining Directors.

C. All officers shall be elected by the Board of Administration in accordance with the By-Laws at the regular annual meeting of the Board as established by the By-Laws. The Board of Administration shall elect a President, Vice-President, Secretary, Treasurer and such other officers as it shall deem desirable. The President shall be elected from among the membership of the Board of Administration, but no other officer need be a Director.

ARTICLE VI

OFFICERS

Subject to the direction of the Board of Administration, the affairs of the Corporation shall be administered by officers who shall be elected by and serve at the pleasure of said Board of Administration.

ARTICLE VII

BY-LAWS

The By-Laws of the Corporation shall be adopted by the Board of

Administration. The By-Laws may be altered, amended or rescinded by affirmative vote of a majority of the Members.

ARTICLE VIII

AMENDMENTS

A. Proposals for amendments to these Articles of Incorporation which do not conflict with law may be made by a majority of the Board of Administration or a majority of the Members. Such proposals shall be in writing and shall be delivered to the President who shall, within five (5) days of the receipt thereof, call a special meeting of the Members to be held not less than fourteen (14) days nor more than sixty (60) days following his receipt of the proposed amendment, or, if the President shall fail to timely call such a special meeting, a majority of the Board of Administration or a majority of the Members may call such special meeting. Notice of such special meeting shall be given and posted in the manner provided in the By-Laws. A majority vote of the Members weighted in accordance with ARTICLE III J. of these Articles of Incorporation shall be required for approval of the proposed amendment.

B. The Members may waive any or all of the requirements of this Article as to the submission of proposed amendments to these Articles of Incorporation to the President or notice of special meetings to vote thereon, either before, at or after a membership meeting at which a vote is taken to amend these Articles.

C. Notwithstanding the foregoing, these Articles of Incorporation may not be amended without the consent of Nationwide if such amendment

would impose any limitation on Nationwide's rights to elect to become a Member, or to have access to the Recreation Area, or in any way limit Nationwide's rights as a Member, including its right of assignment of membership rights.

ARTICLE IX

INDEMNIFICATION

Every Director and officer of the Corporation shall be indemnified by the Corporation to the full extent permitted by law against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him, in connection with any proceedings or any settlement thereof, to which he may be a party, or in which he may become involved by reason of his being or having been a Director or officer of the Corporation, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance, malfeasance or nonfeasance in the performance of his duties; provided, that all settlements must be approved by the Board of Administration as being in the best interest of the Corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE X

ADDRESS

The principal address of the Corporation shall be 3300 Holiday Springs Boulevard, Margate, Florida, or at such other place as may be subsequently

designated by the Board of Administration.

ARTICLE XI

SUBSCRIBERS

The names and street addresses of the subscribers to these Articles of Incorporation are as follows:

<u>Names</u>	<u>Addresses</u>
ROBERT E. BRIGGS	3300 Holiday Springs Boulevard Margate, Florida
SAMUEL SANDERMAN	3131 Holiday Springs Boulevard Margate, Florida
MARTIN EINHORN	3251 Holiday Springs Boulevard Margate, Florida

ARTICLE XII

FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board of Administration are as follows:

<u>Name</u>	<u>Title</u>
SAMUEL SANDERMAN	President
ROBERT E. BRIGGS	Vice-President
MARTIN EINHORN	Secretary/Treasurer

ARTICLE XIII

FIRST BOARD OF ADMINISTRATION

The following persons shall constitute the first Board of Administration and shall hold office and serve until their successors are elected as provided in ARTICLE V:

ROBERT E. BRIGGS
SAMUEL SANDERMAN
MARTIN EINHORN

IN WITNESS WHEREOF, we have hereunto set our hands and seals at
MARGATE, BROWARD County, Florida this 16th day
of MARCH, 1977.

Signed, Sealed and Delivered
in the Presence of:

Robert D. Humberg
Walter J. Shack

Robert D. Humberg
Walter J. Shack

Robert D. Humberg
Walter J. Shack

Robert E. Briggs
ROBERT E. BRIGGS

Samuel Sanderman
SAMUEL SANDERMAN

Martin Einhorn
MARTIN EINHORN

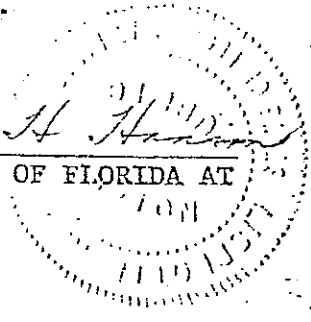
STATE OF FLORIDA)
 : ss
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, ROBERT E. BRIGGS, SAMUEL SANDERMAN and MARTIN EINHORN, to me well known and known to me to be the subscribers described in and who executed the foregoing Articles of Incorporation, and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Margate, said County

and State, this 16 day of March, 1977.

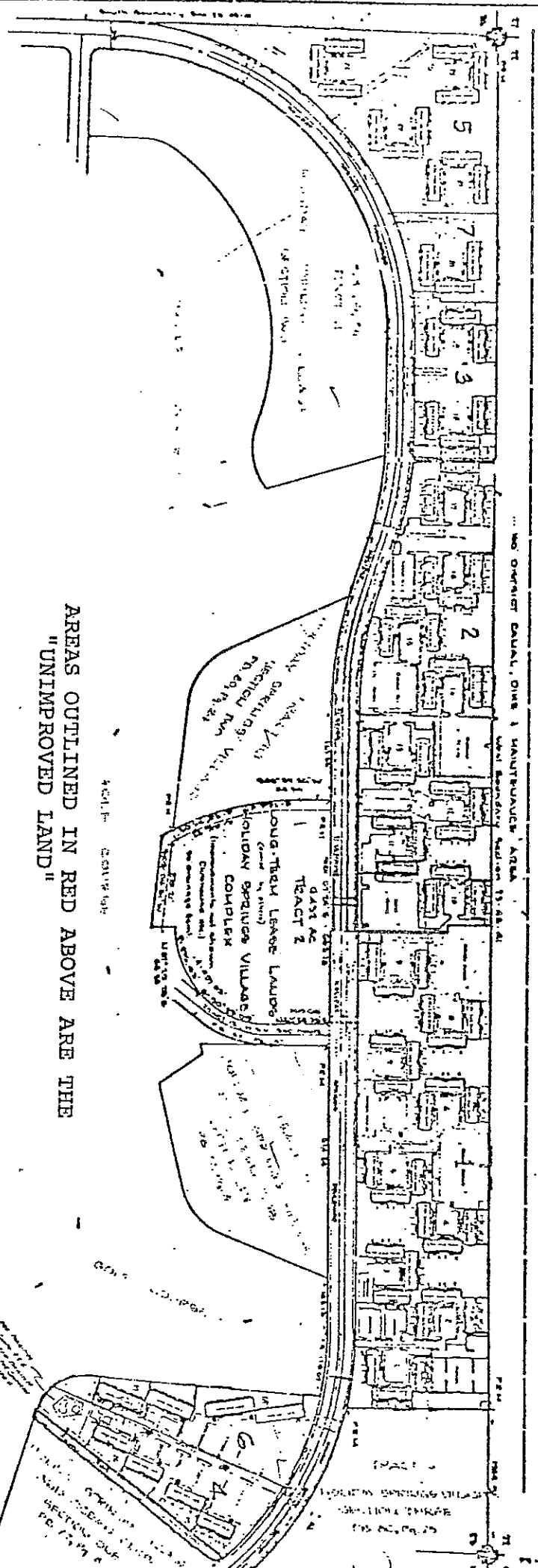
Levante H. Hanson
NOTARY PUBLIC, STATE OF FLORIDA AT
LARGE



My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Oct. 4, 1980
Bonded By American Fire & Casualty Company

Vertical
SCALE 1" = 500'



AREAS OUTLINED IN RED ABOVE ARE THE
"UNIMPROVED LAND"

DESCRIPTION OF LONG-TERM LEASE LANDS:
TRACT 2 OF HOLIDAY SPRINGS VILLAGE AND OCEAN CLUB SECTION
ORLANDO, FLORIDA, TO THE PUBLIC RECORD AS RECORDED IN PLAT
BOOK 7500-4116 TO THE PUBLIC RECORD OF BROWARD COUNTY,
FLORIDA. SAID LANDS ARE IN BROWARD COUNTY, FLORIDA.

- STRAVE NOTES:
1. Appurtenances of this sketch are not valid unless sealed with an endorsed surveyor's seal.
 2. Lands shown hereon were not abstracted for rights-of-way and/or easements of record.
 3. The legal description hereon is in record with the instrument of record.
 4. 2 indicates Concomitant Number.
 5. 15 indicates Assessor's Building Number.

CERTIFICATE:
I hereby certify that the attached Developer's Prospectus Sheet is true and correct to the best of our knowledge and belief.

DATE: December 12, 1974

KEITH and SCHWAB
Land Surveying Engineers, P.A.

BY: *[Signature]*
Professional Land Surveyor
Florida Registration No. 1896

DEVELOPER'S PROSPECTUS SHEET	
HOLIDAY SPRINGS VILLAGE	SECTION 17
KEITH and SCHWAB Land Surveying Engineers, P.A.	
DATE	704 B

EXHIBIT "B"

RECORDING INFORMATION FOR
HOLIDAY SPRINGS VILLAGE CONDOMINIUMS 1 THROUGH 4

CONDOMINIUM 1: Filed in Official Records Book 5511, at Page 396, Public
Records of Broward County, Florida, as amended.

CONDOMINIUM 2: Filed in Official Records Book 5810, at Page 861, Public
Records of Broward County, Florida, as amended.

CONDOMINIUM 3: Filed in Official Records Book 6113, at Page 1, Public
Records of Broward County, Florida, as amended.

CONDOMINIUM 4: Filed in Official Records Book 6112, at Page 828, Public
Records of Broward County, Florida, as amended.