

ARTICLES OF INCORPORATION

NORTH FORK PROPERTY OWNER'S ASSOCIATION, INC.
(a corporation not for profit under the laws of the State of Florida)

ARTICLE I

NAME

The name of the corporation shall be North Fork Property Owners' Association, Inc. For convenience, the corporation shall be referred to in this instrument as the "Association".

ARTICLE II

PURPOSE

A. The purpose for which the Association is organized is to provide an entity to own, maintain, and operate certain lands located in Palm Beach County, Florida, which lands are to be used in common by all the members of the Association, which membership shall consist of all of the Parcel Owners. The Association shall be responsible for the management in keeping with the terms and conditions as set forth in the Declaration of Covenants and Restrictions and as same may be amended from time to time.

B. The Association shall make no distribution of income to its members, Directors or Officers.

ARTICLE III

POWERS

The powers of the Association shall include and be governed by the following provisions:

A. The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles, or with the terms of the Declaration of Covenants and Restrictions.

B. The Association shall have all of the powers and duties set forth in the Declaration of Covenants and Restrictions, except as limited by these Articles, and all of the powers and duties reasonably necessary to operate and administer the Properties pursuant to the Covenants and Restrictions and as it may be amended from time to time, including but not limited to the following:

1. To make and collect assessments against members to defray the costs and expenses of the Association Property.

2. To use the proceeds of assessments in the exercise of its powers and duties.

3. To maintain, repair, replace and operate the Property of the Association, specifically including the surface Water Management System as permitted by the South Florida Water Management District including all lakes, retention areas, culverts and related appurtenances.

4. To purchase insurance upon the Property of the Association and insurance for the protection of the Association and its members, as well as purchasing casualty insurance covering each of the Parcels in an amount equal to the maximum insurance replacement value, excluding foundation and excavation costs.

5. To dedicate or to transfer all or any part of the Association's Property to any public agency, authority, or utility for such purposes and subject to such conditions as may be approved by not less than fifty-one percent (51%) of the membership of the Association.

6. To reconstruct the Improvements to the Association's Property, after casualty, and to further improve the Association's Properties, as provided in the Declaration of Covenants and Restrictions.

7. To make and amend reasonable regulations regarding the use of the Property of the Association, which shall include reasonable rules and regulations relating to the common property as well as the lots, provided that notice of the proposed modification, addition or deletion to the regulations is sent by US mail, to each member of the Association at least thirty (30) days before the proposed modification, addition or deletion becomes effective.

8. To contract for the management of the Association Property and to delegate to such contractors all powers and duties of the Association except such as are specifically required by the Declaration of Covenants and Restrictions to have the approval of the Board of Directors or the membership of the Association. Any such contract may not exceed three (3) years, and must provide for termination by either party without cause and without payment of a termination fee on sixty (60) days written notice.

9. To employ personnel for reasonable compensation to perform the services required for proper operation and administration of the Association Property.

10. To enforce by legal means the provisions of the Declaration of Covenants and Restrictions, these Articles, the By-Laws of the Association, and the regulations for the use of the Association's Property as same may be promulgated, modified, or amended from time to time by the Association.

11. To pay taxes and assessments, which are liens against any part of the Association's Property.

12. To pay the costs of all power, water, sewer, and other utility services rendered to the Property of the Association, and not billed to owners of Individual Parcels.

13. To suspend the right to use and enjoy the Association's Property and facilities of any member for any period during which any assessment shall remain unpaid.

14. To do such other things as may be necessary in order to perform the duties and to exercise the powers provided for the Association in the Declaration of Covenants and Restrictions.

C. The Association shall not have the power to purchase a Parcel except at sales in foreclosure of liens for assessments for common expenses, at which sales the Association shall bid not more than the amount secured by its lien.

D. All funds and the titles of all Properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration of Covenants and Restrictions, these Articles of Incorporation and the By-Laws.

E. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Covenants and Restrictions.

ARTICLE IV
MEMBERS

A. The members of the Association shall consist of all of the record Owners of Parcels.

B. Change of membership in the Association shall be established by recording in the Public Records of Palm Beach County, Florida, a deed or other instrument establishing a record title to a Parcel. The Owner designated by such instrument thus becomes a member of the Association and the membership of the prior Owner is terminated as of the date of execution of such instrument.

C. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except upon transfer of the title of his Parcel.

D. The Owner of each Parcel shall be entitled to one vote as a member of the Association. The exact number of votes to be cast by Parcel owners and the manner of exercising voting rights, shall be determined by the By-Laws of the Association; subject, however, to the terms and conditions of the Declaration of Covenants and Restrictions.

ARTICLE V

DIRECTORS

A. The affairs of the Association will be managed by a Board consisting of seven (7) Directors, who must be members of the Association.

B. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

ARTICLE VI

OFFICERS

The affairs of the Association shall be administered by the Officers designated in the By-Laws. The Officers shall be elected by the Board of Directors at its meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The names and addresses of the Officers who shall serve until their successors are designated by the Board of Directors are as follows:

PRESIDENT	John J. Palace	2562 W. Indiantown Rd. Suite 1, Jupiter, Florida 33458
VICE-PRERESIDENT	Thomas W. Palace	2562 w. Indiantown Rd. Suite 1, Jupiter, Florida 33458
SECRETARY/TREASURER	Joseph Nolan	2562 w. Indiantown Rd. Suite 1, Jupiter, Florida 33458

ARTICLE VII

INDEMNIFICATION

Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding 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 Association, whether or not he is a Director or Officer at the time such expenses are incurred, except when the Director or officer is adjudged guilty by a court of law duly recognized by the state of Florida of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall

apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association. 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 VIII

BY-LAWS

The By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the By-Laws.

ARTICLE IX

AMENDMENTS

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner.

A. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

B. A resolution approving a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided:

1. Such approvals must be by not less than fifty-one per cent (51%) of the entire membership of the Board of Directors and by not less than fifty-one per cent (51%) of the votes of the membership of the Association voting in person and by proxy; or

2. By not less than sixty percent (60%) of the votes of the membership of the Association voting in person or by proxy at a meeting held for such purpose.

C. Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of members without approval in writing by all members, and joinder of all record owners of mortgages upon the Parcels. No amendment shall be made that is in conflict with the Declaration of Covenants and Restrictions or the laws of the State of Florida.

ARTICLE X

TERM

The term of the Association shall be perpetual.

ARTICLE XI

DISSOLUTION

In the event of dissolution or final liquidation of the Association, the assets, both real and personal of the Association, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the Association. No such disposition of Association properties shall be effective to divest or diminish any right or title of any member vested in him under the recorded covenants and deeds applicable unless made in accordance with the provisions of such covenants and deeds.

ARTICLE XII

INCORPORATORS

The names and addresses of the incorporators of these Articles of Incorporation are as follows:

John J. Palace	2562 W. Indiantown Road, Suite 1 Jupiter, Florida 33458
Thomas W. Palace	2562 W. Indiantown Road, Suite 1 Jupiter, Florida 33458
Joseph Nolan	2562 W. Indiantown Road, suite 1 Jupiter, Florida 33458

ARTICLE XIII

REGISTERED AGENT AND OFFICE

The registered office of the corporation and its registered agents shall be accurately reflected in each Non-profit Corporation Annual Report filed by the Association, a copy of which shall be maintained at the office of the Association or such other reasonably accessible location designated by the Board of Directors.