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TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION

OF

FORUM PROFESSIONAL CENTER CONDOMINIUM ASSOCIATION, INC.

FILED
05 SEP -8 PM 3:58
COUNTY OF STATE
TALLAHASSEE, FLORIDA

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned do hereby make, subscribe and certify that they have voluntarily associated themselves for the purpose of forming a corporation not for profit under Chapter 617 of the Florida Statutes, as amended, and do certify as follows:

**ARTICLE I
NAME**

The name of the corporation shall be FORUM PROFESSIONAL CENTER CONDOMINIUM ASSOCIATION, INC., hereinafter called the "Association."

**ARTICLE II
PRINCIPAL OFFICE**

The principal office of the Association shall be at 5853 NW32nd Way, Boca Raton, Florida, 33496.

**ARTICLE III
REGISTERED AGENT AND REGISTERED OFFICE**

Daniel S. Mandel, is hereby appointed the initial registered agent of this Association, and his address is c/o Mandel, Weisman, Heimberg & Brodie, P.A., 2101 Corporate Boulevard, Suite 300, Boca Raton, Florida, 33431. The initial registered office of the Association shall be 5853 NW 32nd Way, Boca Raton, Florida, 33496.

**ARTICLE IV
PURPOSE**

The purpose for which this Corporation is organized is to provide an entity pursuant to the Condominium Act, Florida, Chapter 718, as amended, for the operation of a condominium to be known as FORUM PROFESSIONAL CENTER CONDOMINIUM, A CONDOMINIUM, which is located in Palm Beach County, Florida. The terms "Condominium" and "Declaration of Condominium" as used in these Articles of Incorporation, shall refer to FORUM PROFESSIONAL CENTER CONDOMINIUM, A CONDOMINIUM. The Association does not contemplate pecuniary gain or profit to the members thereof, will make no distribution of income to its Directors, or Officers, and the specific purposes for which it is formed are to provide for the maintenance, preservation and architectural control of the Condominium and to promote health, safety, and welfare of the residents within the Condominium.

ARTICLE V POWERS

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

5.1 The Association shall have all of the common law statutory powers of a corporation not for profit under Florida law that are not in conflict with the terms of these Articles, the Declaration, the By-Laws or the Florida Condominium Act, as amended from time to time.

5.2 The Association shall have all of the powers and duties set forth in the Florida Condominium Act, as more particularly described in these Articles, the Declaration of Condominium and its Exhibits, and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration, as it may be amended from time to time, including but not limited to the following:

(i) To fix, levy, collect and enforce payment by any lawful means all charges or assessments against members to pay the costs, expenses and losses of the Condominium pursuant to the terms of the Declaration;

(ii) To use the proceeds of assessments in the exercise of its powers and duties;

(iii) To acquire (by gift, purchase or otherwise), hold, build upon, maintain, repair, replace, operate, convey, demise, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the operation of the Association;

(iv) To purchase insurance upon the Condominium Property and insurance for the protection of the Association and its members;

(v) To reconstruct improvements after casualty and make further improvements to the property;

(vi) To make and amend reasonable Rules and Regulations and to amend the Declaration of Condominium and any of its exhibits respecting the use of the property in the; provided, however, that all such amendments to the Rules and Regulations shall be approved by not less than seventy-five percent (75%) of the votes of the entire membership of the Board of Directors, before such shall become effective, and all amendments to the Declaration of Condominium and any of its exhibits shall be approved in the manner specified in these Articles of Incorporation, By-Laws and Declaration of Condominium, before such amendments shall become effective;

(vii) To enforce by legal means the provisions of the Florida Condominium Act, the Declaration of Condominium, these Articles, the By-Laws of the Association, and the Rules and Regulations for the use of the property in the Condominium;

(viii) To contract for the management of the Condominium;

(ix) To contract for the management or operation of those portions of the Common Elements susceptible to separate management or operation, and to lease such portions;

(x) To employ personnel to perform the services necessary for proper operation of the Condominium;

(xi) To borrow money, and with the assent of seventy-five percent (75%) of the votes of the entire membership, sell, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts; and

(xii) To participate in mergers and consolidations with other non-profit corporations organized for the same purpose, or annex additional residential property and Common Areas provided that such merger, consolidation, or annexations have the assent of seventy-five percent (75%) of the votes of the entire membership.

5.3 All funds and the titles of all properties owned by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation, and By-Laws.

5.4 The powers of the Corporation shall be subject to, and shall be exercised in accordance with the provisions of the Declaration of Condominium and the By-Laws.

ARTICLE VI MEMBERS

6.1 The members of the Association shall consist of only those persons who are record owners of Units in the Condominium, and after termination of the

Condominium, shall consist of those who are members at the time of such termination, their successors, assigns, and/or trustees.

6.2 A change of membership in the Association shall be evidenced by recording in the Public Records of Palm Beach County, Florida, a deed or other instrument of like style and form, and the delivery to the Association of a copy of such. The owners designated by such instrument thus become members of the Association, and the membership of the prior owner shall be terminated.

6.3 Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to control by the Association.

ARTICLE VII VOTING RIGHTS

The owner of a Unit shall be entitled to one (1) vote for each Unit owned. When more than one (1) person holds an interest in any Unit, the vote for such Unit shall be exercised as they may themselves determine, but in no event shall more than one (1) vote be cast with respect to any Unit.

ARTICLE VIII DIRECTORS

8.1. The number of persons constituting the Board of Directors shall be no less than three (3) and no more than four (4).

8.2 The names and addresses of the persons who are to serve as directors on the first Board of Directors (the "First Board") until the first election of their respective successors in accordance with the Article X are as follows:

<u>Names</u>	<u>Addresses</u>
Kenneth Baron	5853 NW 32 nd Way Boca Raton, Florida 33496
Deborah Baron	5853 NW 32 nd Way Boca Raton, Florida 33496
Daniel S. Mandel	2101 Corporate Blvd., Suite 300 Boca Raton, Florida 33431

8.3 The First Board shall serve until the earliest to occur of the following events:

(i) the Developer sends to the Association and to each member a written notice that Developer voluntarily relinquishes its right to continue to designate any of the members of the Board of Directors of the Association; or

(ii) Developer no longer holds for sale in the ordinary course of business at least five (5%) percent of the Units.

8.4 Developer reserves the right to designate and elect successor directors to serve on the First Board upon the resignation or removal of directors from the First Board or upon the election of the First Board at annual meetings of the Members of the Association for so long as the First Board is to serve; provided, however, the Members of the Association other than Developer shall have such right of designation and election to the extent set forth in Sections 8.5 and 8.6 immediately following.

8.5 The Members of the Association other than Developer shall have the right to elect one (1) member of the First Board after such Members of the Association own twenty-five (25%) percent of the Units.

8.6 The Members of the Association other than Developer shall have the right to elect two (2) members of the First Board following the earliest to occur of the following events (the "Turnover Date"):

- (i) One year after fifty (50%) percent of the Units have been conveyed by Developer;
- (ii) Three (3) months after ninety (90%) percent of the Units have been conveyed by Developer; or
- (iii) When some of the Units have been conveyed by Developer, and none of the others are being offered for sale by the Developer in the ordinary course of business.

8.7 Upon the occurrence of an event giving rise to the right of the Members of the Association other than Developer to elect a member of the First Board under Paragraphs 8.5 and 8.6 above, or upon the right of the Members of the Association to elect the entire Board upon the termination of the First Board, the Members shall elect such directors at a special meeting called by the Board for such purpose. Notice of such meeting shall be forwarded to all Members of the Association within sixty (60) days after Members are so entitled to elect such directors and the Members shall be given at least thirty (30) but not more than forty (40) days' notice of such meeting. The term of any member of the First Board who has been elected by Members of the Association shall extend until the next annual meeting of the Members of the Association and until a successor is duly elected by such Members and qualified.

8.8 After the termination of the First Board, the Board shall serve until the next annual meeting of the Members of the Association, whereupon the Members shall elect all of the directors to serve on the Board in accordance with the Bylaws of the Association, and the Board shall extend until the next annual meeting of the Members of the Association and until a successor is duly elected by such Members and qualified.

**ARTICLE IX
OFFICERS**

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

<u>Kenneth Baron</u>	PRESIDENT
<u>Kenneth Baron</u>	SECRETARY
<u>Kenneth Baron</u>	TREASURER

**ARTICLE X
INDEMNIFICATION**

Every Director, Officer and employee of the Association shall be indemnified by the Association against all expenses and liability, including legal fees, reasonably incurred by or upon

him in connection with any proceeding whether civil, administrative or investigative, 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, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was criminal, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or misfeasance or malfeasance in the performance of his duty to the Association. Provided, however that, in the event of a settlement this right of indemnification will only apply if the Board of Directors approve such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification will be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

ARTICLE XI DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than seventy-five percent (75%) of the votes of the entire membership. Upon dissolution of the Association, other than incident to a merger or consolidation, all of the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those forth in the Declaration by which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, dedicated, and assigned to any nonprofit corporation, association, or other organization to be devoted to purposes as similar as is practically possible to those to which they are required to be performed by the Association.

ARTICLE XII DURATION

The Association shall exist perpetually.

ARTICLE XIII BY-LAWS

The first By-Laws of the Association shall be made and adopted by the Board of Directors named herein, and thereafter may be altered, changed or rescinded in the manner provided in the By-Laws.

ARTICLE XIV AMENDMENTS

14.1 Prior to the conveyance by Developer of a Unit, these Articles may be amended only by an instrument in writing signed by all of the Incorporator Members and filed in the Office of the Secretary of State of the State of Florida.

14.2 After the conveyance by Developer of a Unit, these Articles may be amended in the following manner:

(An amendment may be first considered by either the Board or the Members, and notice of the subject matter of the proposed amendment shall be set forth in the notice of the meeting (whether of the Board or the Membership) at which time such proposed amendment shall be considered. Upon approval of a proposed amendment by either the Board or the Members, such proposed amendment shall be submitted for approval, to the other of said bodies. Approval by the Members must be a vote of members owning two-thirds ($\frac{2}{3}$) or more of the Units represented at a meeting of the Members at which a quorum is present, and approval by the Board must be by two-thirds ($\frac{2}{3}$) of the directors present at a meeting of the directors at which a quorum is present.

14.3 Notwithstanding any provision of this Article XIV to the contrary, these Articles shall not be amended in any manner which shall abridge, amend or alter the rights or priorities of any Institutional First Mortgagee or Developer, including the rights of Developer to designate the directors of the First Board as provided in Article VIII hereof, without the prior written consent to such amendment by Developer or such Institutional First Mortgagee, as the case may be.

14.4 Notwithstanding any provision of this Article XIV to the contrary, these Articles shall not be amended in any manner which shall amend, modify or affect any provisions, terms, conditions, rights and obligations set forth in any other Condominium Documents, as the same may be amended from time to time in accordance with the respective provisions hereof.


Any instrument amending the Articles shall identify the particular Section or Sections being amended and give the exact language of such amendment. A certified copy of each of such amendments shall be attached to any certified copy of these Articles, and a copy of each amendment certified by the Secretary of State shall be recorded amongst the Public Records of Palm Beach County, Florida.

ARTICLE XV SUBSCRIBERS

The name and address of the subscriber to these Articles of Incorporation is as follows:

Kenneth Baron, 5853 NW 32nd Way, Boca Raton, Florida 33496.

IN WITNESS WHEREOF, the undersigned has subscribed his name and seal to the Articles of Incorporation of FORUM PROFESSIONAL CENTER CONDOMINIUM ASSOCIATION, INC., a corporation not for profit.



KENNETH BARON

Dated: 9/7/05, 2005

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared Kenneth Baron, to me well known and known to me to be the individual described in and who executed the foregoing Articles of Incorporation, and he acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 7th day of September, 2005.

Terrell S. Wolfe
NOTARY PUBLIC

My Commission Expires:



05 SEP -8 PM 3:58
STATE OF FLORIDA
NOTARY PUBLIC

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN FLORIDA, NAMING THE REGISTERED AGENT UPON WHOM PROCESS MAY BE SERVED IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED:

FIRST:

FORUM PROFESSIONAL CENTER CONDOMINIUM ASSOCIATION, INC. DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA, WITH ITS PRINCIPAL PLACE OF BUSINESS AT 5853 NW 32ND WAY, BOCA RATON, FLORIDA 33496, STATE OF FLORIDA, HAS NAMED DANIEL S. MANDEL AT 2101 CORPORATE BOULEVARD, SUITE 300, BOCA RATON, FLORIDA, 33431, STATE OF FLORIDA, AS ITS AGENT TO ACCEPT SERVICE OF PROCESS WITHIN THE STATE.

Kenneth Baron
KENNETH BARON, PRESIDENT

DATED: 9/7/05, 2005.

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATION, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES APPLICABLE TO THE PROPERTY AND THE COMPLETE PERFORMANCE OF MY DUTIES.

Daniel S. Mandel
DANIEL S. MANDEL

DATED: 9/7/05, 2005.