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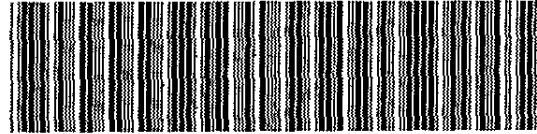
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

T. Hampton AUG -7 2006

**TRIANGLE COMMERCE CENTER PROPERTY OWNERS
ASSOCIATION, INC.**

July 31, 2006

Florida Department of State
Division of Corporations
Corporate Filings
P.O. Box 6327
Tallahassee, FL 32314

Re: Articles of Incorporation Filing

Dear Sirs:

Enclosed you will find the Articles of Incorporation for Triangle Commerce Center Property Owners Association, Inc., a not for profit corporation.

Also enclosed is a check made payable to the Florida Department of State in the amount of \$79.75 that includes the cost for the filing fee, the registered agent designation in Article XI, one certified copy, and \$1.00 for the additional certified copy page.

Please return the certified copy of the Articles of Incorporation as soon as it has been registered with the State of Florida.

Thank you for your cooperation.

Respectfully,


Louis A. Gaeta, Jr.

ARTICLES OF INCORPORATION
FOR
TRIANGLE COMMERCE CENTER
PROPERTY OWNERS ASSOCIATION, INC.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned incorporators, for the purpose of forming a not for profit corporation pursuant to the laws of the State of Florida, hereby adopt the following Articles of Incorporation:

Article I
Name and Office

The name of the corporation is **TRIANGLE COMMERCE CENTER PROPERTY OWNERS ASSOCIATION, INC.** For convenience, the corporation shall be referred to in this Instrument as the "Association", these Articles of Incorporation as the "Articles", and the By-Laws of the Association as the "By-Laws". The principal office of the Association is located at 5220 Hood Road, Suite 100, Palm Beach Gardens, Florida, 33418 or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office or at such other place as may be permitted by Chapter 617, Florida Statutes, the Florida Not for Profit Corporation Act (the "Act").

Article II
Purpose

A. The objects and purposes of the Association are those objects and purposes as are authorized by the Declaration of Covenants, Conditions and Restrictions for TRIANGLE COMMERCE CENTER, recorded (or to be recorded) in the Public Records of Palm Beach County, Florida, as hereafter amended and/or supplemented from time to time (the "Declaration"). All of the definitions set forth in the Declaration are hereby incorporated herein by this reference.

B. The further objects and purposes of the Association are to provide an entity to manage and maintain any common areas, entranceways, water management tracts, and recreational or leisure areas, including improvements thereon, in the subdivision known as TRIANGLE COMMERCE CENTER, a Subdivision in Palm Beach County, Florida, to be recorded at a future date in Palm Beach County, Florida.

C. The Association may preserve the values and amenities in the Properties and maintain the Common Areas thereof for the benefit of the Owners who become members of the Association.

D. The Association shall have such other purposes as determined by the By-Laws, as amended from time to time.

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 not in conflict with the terms of these Articles, except as limited by these Articles or by the By-Laws of the Association.

B. In addition to the powers set forth above, the Association shall have all of the powers and duties reasonably necessary to operate the Properties, pursuant to the Declaration and as more

particularly described in the By-Laws, as they may be amended from time to time, including, but not limited to, the following:

1. To make and collect assessments against member Lot Owners to defray the costs, expenses, and losses of the Association.
2. To use the proceeds of assessments in the exercise of all its Association powers and duties.
3. To maintain, repair, replace, improve, add to and operate the Common Areas and all other Association property or property under the control of the Association.
4. To purchase insurance upon all of the Common Areas or other property under the control of the Association, and insurance for the protection of the Association, its officers, directors and Owners.
5. To reconstruct improvements after casualty, and the further improvement of all of the Common Areas or other property under the control of the Association.
6. To make and amend reasonable rules and regulations ("Rules and Regulations") respecting the use, conservation and maintenance of the Common Areas or other property under the control of the Association for the health, comfort, safety and welfare of the Lot Owners.
7. To enforce, by legal means, the provisions of these Articles, By-Laws, Declaration, Plat and the Rules and Regulations of the Association.
8. To employ personnel and professionals, including but not limited to exclusive broker, property management company, accountant, and legal counsel, to perform the services required for proper management of the Association.
9. To contract for the management and maintenance of the Common Areas and to authorize a management agent (which may be an affiliate of the Declarant) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Areas with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties to make Assessments, promulgate rules and execute contracts on behalf of the Association.
10. To execute all documents or consents, on behalf of all Owners (and their mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unities of title, covenants in lieu thereof, etc.), and in that regard, each Owner, by

acceptance of the deed to such Owner's Lot, and each mortgagee of a Lot Owner by acceptance of a lien on said Lot, appoints and designates the President of the Association as such Owner's agent and attorney-in-fact to execute any and all such documents or consents.

C. All the funds and the title of all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions in the Declaration, these Articles and By-Laws.

D. The powers of the Association shall be subject to and shall be exercised in accordance with these Articles, the By-Laws, the provisions of the Declaration, and the Rules and Regulations of the Association.

E. Without the approval of at least seventy-five percent (75%) vote of the members entitled to vote, the Association shall not have the power to:

1. Pay compensation to officers, directors, or members.
2. Borrow money, issues notes or bonds, nor pledge or mortgage property of the Association.
3. Lend or invest money, nor make donations.
4. Convey property of the Association.
5. Purchase any real property.

Article IV Members

A. Every person or entity who is a record Owner of a fee or divided fee interest in any Lot which is subject to the Declaration shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be considered a member of the Association.

B. Each Lot shall be entitled to one (1) vote and all expenses shall be pro-rated based on the square footage size of each Lot.

C. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as appurtenance to the Lot for which that share is held.

Article V Voting Rights

A. The Association shall have two (2) classes of voting membership:

1. Class A: Class A members shall initially be all Owners, with the exception of Declarant, and be entitled to one (1) vote for each Lot owned when ninety percent (90%) of all the Lots have been sold and title conveyed. Prior to the sale of ninety percent (90%) of all the Lots, Class A members shall have no voting rights. Subsequent to the sale of ninety percent (90%) of all the Lots, when more than one (1) person holds an interest 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 the respect to any Lot.

2. Class B: Class B members shall be the Declarant, and shall be entitled to exercise all voting rights until ninety percent (90%) of all Lots in the Subdivision have been sold. Thereupon, Class A membership voting disabilities shall cease and all Lot Owners shall become Class B members, and shall be entitled to vote.

B. With the exception of Article III, Section E above, a vote of fifty-one percent (51%) of the members shall decide any question, unless the By-Laws or Articles provide otherwise, in which event, the voting percentages required in the By-Laws or Articles shall control.

Article VI Directors

A. The property, business and affairs of the Association will be managed by the Board of Directors consisting of the number of directors determined in the By-Laws, but not less than three (3) directors nor more than five (5) directors, and in the absence of such determination, shall consist of three (3) directors. Directors need not be members of the Association.

B. All of the duties and powers of the Association existing under the Act, Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees.

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

C. The Directors named in these Articles shall serve until the first election of Directors, and any vacancies in their number occurring before the first election shall be filled in the manner provided in the By-Laws.

D. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

Louis A. Gaeta, Jr.
5220 Hood Road, Suite 100
Palm Beach Gardens, FL 33418

Neil J. Gaeta
5220 Hood Road, Suite 100
Palm Beach Gardens, FL 33418

Arline R. Trezza
5220 Hood Road, Suite 100
Palm Beach Gardens, FL 33418

Article VII
Officers

The affairs of the Association shall be administered by the officers designated in the By-Laws. The names and addresses of the Officers who shall serve until their successors are designated by the Board of Directors are as follows:

Louis A. Gaeta, Jr. President
5220 Hood Road, Suite 100
Palm Beach Gardens, FL 33418

Neil J. Gaeta Vice President/Treasurer
5220 Hood Road, Suite 100
Palm Beach Gardens, FL 33418

Arline R. Trezza Secretary
5220 Hood Road, Suite 100
Palm Beach Gardens, FL 33418

Article VIII
Indemnification

A. The Association shall indemnify any person who was or is a party to any proceeding (other than an action by, or in the right of, the Association) by reason of the fact that he is or was a director, officer, employee or agent (each, an "Indemnitee") of the Association, against liability incurred in connection with such proceeding, including any appeal thereof, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

B. The Association shall indemnify any person, who was or is a party to any proceeding by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee, or agent of the Association against expenses and amounts paid in settlement not exceeding, in the judgment of the Board of Directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof. Such indemnification shall be authorized if such person acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, except that no indemnification shall be made under this paragraph in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable unless, and only to the extent that, the court in which such proceeding was brought, or any other court of competent jurisdiction, 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 indemnity for such expenses which such court shall deem proper.

C. To the extent that a director, officer, employee, or agent of the Association has been successful on the merits or otherwise in defense of any proceeding referred to in this Article VIII, or in defense of any claim, issue, or matter herein, he shall be indemnified against expenses actually and reasonably incurred by him in connection therewith.

D. Any indemnification provided under the Articles, unless pursuant to a determination by a court, shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee, or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in this Article VIII. Such determination shall be made:

1. By the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such proceeding;

2. If such a quorum is not obtainable or, even if obtainable, by majority vote of a committee duly designated by the Board of Directors (in which directors who are parties may participate) consisting solely of two or more directors who are not at the time parties to the proceeding;

3. By independent legal counsel:

(i) selected by the Board of Directors prescribed in paragraph (1) or the committee prescribed in paragraph (2) or

(ii) if a quorum of the directors cannot be obtained for paragraph (1) and the committee cannot be designated under paragraph (2), selected by majority vote of the full Board of Directors (in which directors who are parties may participate); or

4. By a majority of the voting interests of the members of the Association who were not parties to such proceeding.

E. Evaluation of the reasonableness of expenses and authorization of indemnification shall be made in the same manner as the determination that indemnification is permissible. However, if the determination of permissibility is made by independent legal counsel, persons specified by paragraph D(4) above, shall evaluate the reasonableness of expenses and may authorize indemnification.

F. Expenses incurred by an officer or director in defending a civil or criminal proceeding may be paid by the Association in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if he is ultimately found not to be entitled to indemnification by the Association pursuant to this Article VIII. Expenses incurred by other employees and agents may be paid in advance upon such terms or conditions that the Board of Directors deems appropriate.

G. The indemnification and advancement of expenses provided pursuant to this Article VIII are not exclusive, and the Association may make any other or further indemnification or advancement of expenses of any of its directors, officers, employees, or agents, under any bylaw, agreement, or vote of disinterested directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. However, indemnification or advancement of expenses shall not be made to or on behalf of any director, officer, employee, or agent if a judgment or other final adjudication establishes that his actions, or omissions to act, were material to the cause of action so adjudicated and constitute:

1. A violation of the criminal law, unless the director, officer, employee, or agent had reasonable cause to believe his conduct was lawful or had no reasonable cause to believe his conduct was unlawful;
2. A transaction from which the director, officer, employee, or agent derived an improper personal benefit; notwithstanding Declarant's use of affiliates, or
3. Willful misconduct or a conscious disregard for the best interests of the Association in a proceeding by or in the right of the Association to procure a judgment in its favor or in a proceeding by or in the right of the members of the Association.

H. Indemnification and advancement of expenses as provided in this Article VIII shall continue as, unless otherwise provided when authorized or ratified, to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person, unless otherwise provided when authorized or ratified.

I. Notwithstanding the failure of the Association to provide indemnification, and despite any contrary determination of the Board of Directors or of the members in the specific case, a director, officer, employee, or agent of the Association who is or was a party to a proceeding may apply for indemnification or advancement of expenses, or both, to the court conducting the proceeding, to the circuit court, or to another court of competent jurisdiction. On receipt of an application, the court, after giving any notice that it considers necessary, may order indemnification and advancement of expenses, including expenses incurred in seeking court-ordered indemnification or advancement of expenses, if it determines that:

1. The director, officer, employee, or agent is entitled to mandatory indemnification under Article VIII in which case the court shall also order the Association to pay the director reasonable expenses incurred in obtaining court-ordered indemnification or advancement of expenses;
2. The director, officer, employee, or agent is entitled to indemnification or advancement of expenses, or both, by virtue of the exercise by the Association of its power pursuant to Article VIII; or
3. The director, officer, employee, or agent is fairly and reasonably entitled to indemnification or advancement of expenses, or both, in view of all the relevant circumstances, regardless of whether such person met the standard of conduct set forth in Article VIII, unless (i) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or acted in a manner he reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (ii) such court further specifically determines that indemnification should be denied. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or did act in a manner which he reasonably

believed to be not in, or opposed to, the best interest of the Master Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

J. For purposes of this Article VIII, the term "expenses" shall be deemed to include attorneys' and paralegals' fees, including those for any appeals; the term "liability" shall be deemed to include obligations to pay a judgment, settlement, penalty, fine, and expenses actually and reasonably incurred with respect to a proceeding; the term "proceeding" shall be deemed to include any threatened, pending, or completed action, suit, or other type of proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal; and the term "agent" shall be deemed to include a volunteer; the term "serving at the request of the Association" shall be deemed to include any service as a director, officer, employee or agent of the Association that imposes duties on such persons.

K. Anything to the contrary herein notwithstanding, no amendment to the provisions of this Article VIII shall be applicable as to any party eligible for indemnification hereunder who has not given his prior written consent to such amendment.

Article IX

By-Laws

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

Article X

Amendments

Amendments to these Articles 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 and shall otherwise be given in the time and manner provided in Chapter 617, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

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

1. by not less than a seventy-five percent (75%) of the entire membership of the Board of Directors, and by not less than seventy-five percent (75%) of the votes of the entire membership of the Association entitled to vote; or

2. by not less than a ninety percent (90%) of the votes of the entire membership of the Association entitled to vote.

C. No amendment shall make any changes in the qualifications for membership, nor the voting rights of members, without the approval, in writing, of all members and the joinder of the Declarant or its successors or assigns. No amendment shall be made that is in conflict with any of the

Properties protective covenants, deed restrictions, or Plat restrictions, if any, unless written consent is obtained from the Declarant or its successor in interest who originally caused said protective covenants, deed restrictions, or Plat restrictions to be originally filed in the Public Record of Palm Beach County, Florida, and those protective covenants, deed restrictions or Plat restrictions are amended of record to resolve the conflict.

Article XI
Initial Registered Office and Agent

The street address of the initial registered office of the Association is 5220 Hood Road, Suite 100, Palm Beach Gardens, Florida 33418 and the name of the initial registered agent of this Association is Louis A. Gaeta, Jr.

Article XII
Term

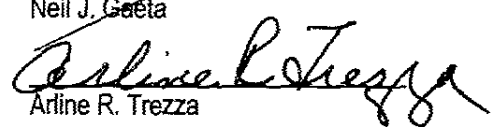
The term of the Association shall be perpetual.

IN WITNESS WHEREOF, for the purpose of forming this Association under the Laws of the State of Florida, we, the undersigned, constituting the Incorporators of this Association, have executed these Articles of Incorporation this 1st day of AUGUST, 2006.

INCORPORATORS:


Louis A. Gaeta, Jr.

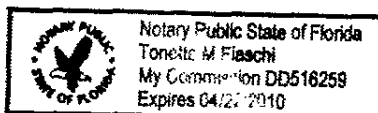

Neil J. Gaeta


Arline R. Trezza

STATE OF FLORIDA
COUNTY OF PALM BEACH

Before me, a Notary Public authorized to take acknowledgements in the State and County set forth above, personally appeared Louis A. Gaeta, Jr., Neil J. Gaeta, and Arline R. Trezza, known to me and known by me to be the persons who executed the foregoing Articles of Incorporation, and they acknowledged to and before me that they executed said Articles of Incorporation.

IN WITNESS THEREOF, I have hereunto set my hand and official seal in the State and County aforesaid, this 1st day of AUGUST, 2006.




Notary Public, State of Florida
Print Name: TONETTE M. FIASCHI