

N2300001126

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H23000324281 3)))



H230003242813ABCZ

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To: Division of Corporations
Fax Number : (850)617-6381

From: Account Name : GUNSTER, YOAKLEY & STEWART, P.A.
Account Number : 076117000420
Phone : (561)650-0728
Fax Number : (561)671-2527

****Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.****

Email Address: _____

FLORIDA PROFIT/NON PROFIT CORPORATION
Avenir - POD 18 Neighborhood Association, Inc.

Certificate of Status	0
Certified Copy	0
Page Count	15
Estimated Charge	\$70.00

RECEIVED

2023 SEP 14 PM 3:21

FILED

2023 SEP 14 PM 2:05

FILED

**ARTICLES OF INCORPORATION
OF
AVENIR - POD 18 NEIGHBORHOOD ASSOCIATION, INC.
(A Florida Corporation Not For Profit)**

In order to form a corporation not for profit under and in accordance with the provisions of Chapters 617 and 720 of the Florida Statutes, the undersigned hereby incorporates this corporation not for profit for the purposes and with the powers hereinafter set forth and, to that end, the undersigned, by these Articles of Incorporation, certifies as follows:

**ARTICLE I
DEFINITIONS**

The following words and phrases when used in these Articles of Incorporation (unless the context clearly reflects another meaning) shall have the following meanings, or if not defined below as defined in the Declaration:

1. **“Articles”** means these Articles of Incorporation and any amendments hereto.
2. **“Assessments”** means the assessments for which all Owners are obligated to the Association and includes “Individual Home Assessments” and “Special Assessments” (as such terms are defined in the Declaration), “Assessments” as levied by the Master Association and any and all other assessments which are levied by the Association and the Master Association in accordance with the Neighborhood Documents and the Master Documents.
3. **“Association”** means Avenir – Pod 18 Neighborhood Association, Inc., a Florida corporation not for profit. The “Association” is NOT a condominium association and is not intended to be governed by Chapter 718, the Condominium Act, Florida Statutes. The Association is an “Additional Association” as defined in the Master Declaration.
4. **“Avenir”** means that planned community being developed by Master Declarant in the County in accordance with the Master Declaration.
5. **“Avenir – Pod 18”** means that planned residential development located in the County, which encompasses the Property and which is located within and is part of Avenir. Avenir – Pod 18 is presently intended to comprise one hundred four (104) single family, residential units, but subject to change in accordance with the Declaration.
6. **“Board”** means the Board of Directors of the Association.
7. **“Bylaws”** means the Bylaws of the Association and any amendments thereto.
8. **“Community Development District”** or **“CDD”** means the Avenir Community Development District which is a special purpose government unit organized in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, and which may acquire, fund, construct, operate and maintain certain infrastructure and community services within and outside Avenir.

H23000324281 3

9. "County" means Palm Beach County, Florida.
10. "Declarant" means Avenir Development, LLC, a Florida limited liability company, and any successor or assign thereof to which Avenir Development, LLC, a Florida limited liability company, specifically assigns all or part of the rights of Declarant under the Declaration by an express written assignment, whether recorded in the Public Records of the County or not. The written assignment may give notice as to which rights of Declarant are to be exercised and as to which portion of the Property. In any event, any subsequent declarant shall not be liable for any default or obligations incurred by any prior declarant, except as may be expressly assumed by the subsequent declarant.
11. "Declaration" means the Neighborhood Declaration of Protective Covenants, Restrictions and Easements for Avenir – Pod 18, which is intended to be recorded amongst the Public Records of the County, and any amendments thereto.
12. "Director" means a member of the Board.
13. "Home" means a residential dwelling unit constructed within Avenir – Pod 18, which is designed and intended for use and occupancy as a single-family residence.
14. "Lot" shall mean and refer to any parcel of land within Avenir – Pod 18 as shown on the Plat or any additional plat upon which a Home is permitted to be constructed, together with the Improvements thereon. Upon completion of construction of a Home on a Lot, such Lot and the Improvements thereon are sometimes collectively referred to as a Lot in the Declaration and the Neighborhood Documents. Any portion of Avenir owned by the CDD shall not be considered a Lot.
15. "Master Association" means Avenir Master Property Owners Association, Inc., Inc., a Florida corporation not for profit, organized to administer the Master Declaration and having among its members all "Parcel Owners" (as such term is defined in the Master Declaration), which are subject to assessment by the Master Association. Avenir – Pod 18 is a "Residential Parcel" under and as defined in the Master Declaration and as shown on the Master Plan (as such term is defined in the Master Declaration). Where a "Parcel" is made subject to an "Additional Association," the Additional Association, and not the Parcel Owner, shall be deemed the "Member" of the Master Association and entitled to cast all votes attributable to such Additional Association, in a representative capacity, as the "Voting Member," as more particularly described in the Master Documents (all such terms as defined in the Master Declaration). The Association is an Additional Association under the Master Declaration.
16. "Master Declaration" means the Master Declaration of Covenants, Conditions and Restrictions for Avenir recorded or to be recorded in the Public Records of the County, and all amendments and supplements thereto.
17. "Master Documents" means the Master Declaration, the Amended and Restated Articles of Incorporation and By-Laws of the Master Association, the Design Guidelines

(adopted or to be adopted pursuant to Article IV of the Master Declaration), the Use Restrictions, attached as Exhibit "B" to the Master Declaration, any rules and regulations promulgated by the Master Association and all of the instruments and documents referred to therein and executed in connection therewith, and any amendments to any of the documents thereto.

18. "Member" means the Owner of a Lot in Avenir – Pod 18.

19. "Neighborhood Documents" means in the aggregate the Declaration, the Articles and the Bylaws, the Plat, and any additional plat, and all of the instruments and documents referred to therein.

20. "Owner" means the record owner, whether one (1) or more persons or entities, of the fee simple title to any Lot or Home within Avenir – Pod 18 and includes Declarant for as long as Declarant owns fee simple title to a Lot or Home but excluding therefrom those having such interest as security for the performance of an obligation.

21. "Plat" means the plat of AVENIR – POD 18, recorded or to be recorded in the Public Records of the County. In the event an additional plat is recorded in the Public Records of the County with respect to the Additional Property made subject to the Declaration pursuant to a Supplemental Declaration, then the term "Plat" as used herein shall also mean the additional plat. Further, where the context so requires, the term "Plat(s)" shall also mean and refer to any plat recorded with respect to any portion of Avenir. Not all of the property shown on the Plat is subject to the Declaration.

Unless otherwise defined herein, the terms defined in the Declaration are incorporated herein by reference and shall appear in initial capital letters each time such terms appear in these Articles.

ARTICLE II
NAME

The name of this corporation shall be AVENIR – POD 18 NEIGHBORHOOD ASSOCIATION, INC., a Florida corporation not for profit, whose principal address and mailing address is 550 Biltmore Way, Suite 1110, Coral Gables, Florida, 33134.

ARTICLE III
PURPOSES

The purpose for which the Association is organized is to take title to, operate, administer, manage, insure, lease and maintain the Common Areas in accordance with the terms of, and purposes set forth in, the Neighborhood Documents and to carry out the covenants and enforce the provisions of the Neighborhood Documents.

FILED
2023 SEP 14 PM 2:00
H23000324281 3

ARTICLE IV
POWERS

The Association shall have the following powers and shall 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.

B. The Association shall have all of the powers granted to the Association in the Neighborhood Documents. All of the provisions of the Declaration and Bylaws which grant powers to the Association are incorporated into these Articles.

C. The Association shall have all of the powers reasonably necessary to implement the purposes of the Association, including, but not limited to, the following:

1. To perform any act required or contemplated by it under the Neighborhood Documents.

2. To make, establish, amend, abolish (in whole or in part) and enforce reasonable rules and regulations governing the use of the Property.

3. To make, levy and collect Assessments for the purpose of obtaining funds from its Members to pay Operating Expenses and other costs defined in the Declaration and Master Declaration and costs of collection, and to use and expend the proceeds of Assessments in the exercise of the powers and duties of the Association.

4. To enforce by legal means the obligations of the Members and the provisions of the Neighborhood Documents.

5. To employ personnel, retain independent contractors and professional personnel, and enter into service contracts to provide for the maintenance, operation, administration and management of the Property and to enter into any other agreements consistent with the purposes of the Association, including, but not limited to, agreements with respect to professional management of the Property and to delegate to such professional manager certain powers and duties of the Association.

6. To enter into the Declaration and any amendments thereto and instruments referred to therein.

7. To provide, to the extent deemed necessary by the Board, any and all services and do any and all things which are incidental to or in furtherance of things listed above or to carry out the Association mandate to keep and maintain Avenir – Pod 18 in a proper and aesthetically pleasing condition and to provide the Owners with services, amenities, controls and enforcement which will enhance the quality of life at Avenir – Pod 18.

8. To borrow money and to obtain such financing as is necessary to maintain, repair and replace the Property in accordance with the Declaration and, as security for any such loan, to collaterally assign the Association's right to collect and enforce Assessments levied for the purpose of repaying any such loan.

ARTICLE V
MEMBERS AND VOTING

The qualification of Members of the Association, the manner of their admission to membership, the manner of the termination of such membership and the manner of voting by Members shall be as follows:

A. Until such time as the first deed of conveyance of a Home from Declarant to an Owner is recorded amongst the Public Records of the County ("First Conveyance"), the membership of the Association shall be comprised solely of Declarant. Until the First Conveyance, Declarant shall be entitled to cast the one (1) and only vote on all matters requiring a vote of the membership.

B. Upon the First Conveyance, Declarant shall be a Member as to each of the remaining Lots until each such Lot is conveyed to another Owner, and thereupon and thereafter each and every Owner, including Declarant as to Lots owned by Declarant, shall be a Member and exercise all of the rights and privileges of a Member.

C. Membership in the Association for Owners other than Declarant shall be established by the acquisition of ownership of fee simple title to a Lot as evidenced by the recording of an instrument of conveyance amongst the Public Records of the County. Where title to a Lot is acquired by conveyance from a party other than Declarant by means of sale, gift, inheritance, devise, judicial decree or otherwise, the person, persons or entity thereby acquiring such Lot shall not be a Member unless or until such Owner shall deliver a true copy of a deed or other instrument of acquisition of title to the Association.

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

1. Class "A" Members shall be all Members, with the exception of Declarant while Declarant is a Class "B" Member, each of whom shall be entitled to one (1) vote for each Lot owned.

2. Class "B" Member shall be Declarant, who shall be entitled to three (3) times the total number of votes of all Class "A" Members plus one (1) vote. Class "B" membership shall cease and be converted to Class "A" membership upon the earlier to occur of the following events ("Turnover Date"):

(a) three (3) months after the conveyance of ninety percent (90%) of the "Total Developed Lots" (as defined below) by Declarant, as evidenced by the recording of instruments of conveyance of such Homes amongst the Public Records of the County;

(b) upon the Class "B" Member abandoning or deserting its responsibility to maintain and complete the amenities or infrastructure as disclosed in the Neighborhood Documents;

(c) upon the Class "B" Member filing a petition seeking protection under Chapter 7 of the Federal Bankruptcy Code;

(d) upon the Class "B" Member losing title to the Property through a foreclosure action or the transfer of a deed in lieu of foreclosure, unless the successor owner has accepted an assignment of developer rights and responsibilities first arising after the date of such assignment; or

(e) when, in its discretion, the Class "B" Member so determines.

On the Turnover Date, Class "A" Members, including Declarant, shall assume control of the Association and elect not less than a majority of the Board.

Notwithstanding the foregoing, Class "A" Members are entitled to elect at least one (1) member of the Board when fifty percent (50%) of the Total Developed Lots have been conveyed to Members other than Declarant.

E. The designation of different classes of membership are for purposes of establishing the number of votes applicable to certain Lots, and nothing herein shall be deemed to require voting solely by an individual class on any matter which requires the vote of Members, unless otherwise specifically set forth in the Neighborhood Documents.

F. No Member may assign, hypothecate or transfer in any manner his/her membership in the Association except as an appurtenance to his/her Lot.

G. Any Member who conveys or loses title to a Lot by sale, gift, devise, bequest, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, no longer be a Member with respect to such Lot and shall lose all rights and privileges of a Member resulting from ownership of such Lot.

H. There shall be only one (1) vote for each Lot, except for the Class "B" Member as set forth herein. If there is more than one (1) Member with respect to a Lot as a result of the fee interest in such Lot being held by more than one (1) person, such Members collectively shall be entitled to only one (1) vote. The vote of the Owners of a Lot owned by more than one (1) natural person or by a corporation or other legal entity shall be cast by the person named in a certificate signed by all of the Owners of the Lot, or, if appropriate, by properly designated officers, partners or principals of the respective legal entity ("Voting Representative"), and filed with the Secretary of the Association, and such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not filed with the Secretary of the Association, the vote of such Lot shall not be considered for a quorum or for any other purpose.

Notwithstanding the foregoing provisions, whenever any Lot is owned by a husband and wife they may, but shall not be required to, designate a Voting Representative. In the event a certificate designating a Voting Representative is not filed by the husband and wife, the following provisions shall govern their right to vote:

1. When both are present at a meeting, each shall be regarded as the agent and proxy of the other for purposes of casting the vote for each Lot owned by them. In the event they are unable to concur in their decision upon any topic requiring a vote, they shall lose their right to vote on that topic at that meeting but shall count for purposes of establishing a quorum.

2. When only one (1) spouse is present at a meeting, the person present may cast the Lot vote without establishing the concurrence of the other spouse, absent any prior written notice to the contrary by the other spouse. In the event of prior written notice to the contrary to the Association by the other spouse, the vote of said Lot shall not be considered, but shall count for purposes of establishing a quorum.

3. When neither spouse is present, the person designated in a "Proxy" (as defined in the Bylaws) signed by either spouse may cast the Lot vote, when voting by Proxy is allowed, absent any prior written notice to the contrary to the Association by the other spouse or the designation of a different Proxy by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a different Proxy by the other spouse, the vote of said Lot shall not be considered, but shall count for purposes of establishing a quorum.

I. A quorum shall consist of persons entitled to cast at least thirty percent (30%) of the total number of votes of the Members.

J. The Association shall be the "Member" (as such term is defined in the Master Declaration) of the Master Association and shall have the right to cast all votes attributable to the Avenir – Pod 18 in a representative capacity on behalf of the Association and its Members. The "voting member" of the Master Association, on behalf of the Association and its Members, on all other matters requiring a vote of the Owners, shall be the President of the Association. In the absence of the President, the Directors shall designate any one of their number to serve as the "voting member" of the Master Association. The Association shall designate its "voting member" in writing to the Master Association prior to any vote taken therein.

ARTICLE VI TERM

The term for which this Association is to exist shall be perpetual. In the event of dissolution of the Association (unless same is reinstated), other than incident to a merger or consolidation, all of the assets of the Association shall be conveyed to a similar homeowners association or a public agency having a similar purpose, or any Member may petition the appropriate circuit court of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and its properties in the place and stead of the dissolved Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties.

H23000324281 3

In the event and upon dissolution of the Association, if the Veterans Administration ("VA") is guaranteeing or the U.S. Department of Housing and Urban Development ("HUD") is insuring the mortgage on any Lot, then unless otherwise agreed to in writing by HUD or VA, if required by such governmental agencies rules and regulations, any remaining real property of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that acceptance of such dedication is refused, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes. Such requirement shall not apply if VA is not guaranteeing and HUD is not insuring any mortgage and/or if not required by HUD or VA regulations; provided if either agency has granted project approval for Avenir, then HUD and/or VA shall be notified of such dissolution, if and as required by HUD and/or VA applicable rules and regulations.

ARTICLE VII INCORPORATOR

The name and address of the Incorporator of these Articles is: Rosa Eckstein Schechter, Esq., 550 Biltmore Way, Suite 1110, Coral Gables, Florida 33134.

ARTICLE VIII OFFICERS

The affairs of the Association shall be managed by the President of the Association, assisted by the Vice President(s), Secretary and Treasurer, and, if any, by the Assistant Secretary(ies) and Assistant Treasurer(s), subject to the directions of the Board. Except for officers elected prior to the Turnover Date, officers must be Members, or the parents, children or spouses of Members.

The Board shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine. The President shall be elected from amongst the membership of the Board, but no other officer need be a Director. The same person may hold two (2) or more offices, the duties of which are not incompatible; provided, however, the office of President and a Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

ARTICLE IX FIRST OFFICERS

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

President	Manuel M. Mato
Vice President	Rosa Eckstein Schechter
Vice President/Secretary/Treasurer	David Serviansky

ARTICLE X
BOARD OF DIRECTORS

A. The number of Directors on the first Board of Directors of the Association (“First Board”) and the “Initial Elected Board” (as hereinafter defined) shall be three (3). The number of Directors elected by the Members subsequent to the “Declarant’s Resignation Event” (as hereinafter defined) shall be not less than three (3) nor more than five (5), as the Board shall from time to time determine prior to each meeting at which Directors are to be elected. Except for Declarant-appointed Directors, Directors must be Members or the parents, children or spouses or officers or directors of Members. There shall be only one (1) vote for each Director.

B. The names and addresses of the persons who are to serve as Directors on the First Board are as follows:

<u>NAMES</u>	<u>ADDRESSES</u>
Manuel M. Mato	550 Biltmore Way, Suite 1110 Coral Gables, Florida, 33134
Rosa Eckstein Schechter	550 Biltmore Way, Suite 1110 Coral Gables, Florida, 33134
David Serviansky	550 Biltmore Way, Suite 1110 Coral Gables, Florida, 33134

DECLARATION
CALLAHANSEE

2023 SEP 14 PM 2:05

FILED

Declarant reserves the right to replace and/or designate and elect successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided.

C. Declarant intends that Avenir – Pod 18, if and when ultimately developed, will contain approximately one hundred four (104) Lots with Homes constructed thereon (collectively, “Total Developed Lots”). Notwithstanding the foregoing, however, Declarant has reserved the right in the Declaration to modify the plan of development for Avenir – Pod 18 and the right to, among other things, modify the site plan and the right to change the recreational facilities and amenities, if any, Home product types and the number of Homes to be constructed within Avenir – Pod 18) and/or the right to add land to Avenir – Pod 18 or to withdraw land from Avenir – Pod 18, all in its sole and absolute discretion.

D. Upon the Turnover Date, the Members other than Declarant (“Purchaser Members”) shall be entitled to elect not less than a majority of the Board. The election of not less than a majority of the Board by the Purchaser Members shall occur at a special meeting of the membership to be called by the Board for such purpose (“Initial Election Meeting”). The First Board shall serve until the Initial Election Meeting.

E. The Initial Election Meeting shall be called by the Association, through the Board, as provided in Paragraph D hereof. A notice of meeting shall be forwarded to all

Members in accordance with the Bylaws; provided, however, that the Members shall be given at least fourteen (14) days prior notice of such meeting. The notice shall also specify the number of Directors which shall be elected by the Purchaser Members and the remaining number of Directors designated by Declarant.

F. At the Initial Election Meeting, Purchaser Members, who shall include all Members other than Declarant, the number of which may change from time to time, shall elect two (2) of the Directors, and Declarant, until the Declarant's Resignation Event, shall be entitled to (but not obligated to) designate one (1) Director (same constituting the "Initial Elected Board"). Declarant reserves and shall have the right, until the Declarant's Resignation Event, to name the successor, if any, to any Director it has so designated.

G. The Board shall continue to be so designated and elected, as described in Paragraph F above, at each subsequent "Annual Members' Meeting" (as defined in the Bylaws), until the Annual Members' Meeting following the Declarant's Resignation Event or until a Purchaser Member-elected Director is removed in the manner hereinafter provided.

A Director (other than a Declarant-appointed Director) may be removed from office upon the affirmative vote of a majority of the voting interests of Members for any reason deemed to be in the best interests of the Members. A meeting of the Purchaser Members to so remove a Director (other than a Declarant-appointed Director) shall be held upon the written request of ten percent (10%) of the Members.

H. Upon the earlier to occur of the following events ("Declarant's Resignation Event"), Declarant shall cause all of its designated Directors to resign:

1. When Declarant no longer holds at least five percent (5%) of the Lots for sale in the ordinary course of business and all Lots sold by Declarant have been conveyed as evidenced by the recording of instruments of conveyance of such Lots amongst the Public Records of the County; or

2. When Declarant causes the voluntary resignation of all of the Directors designated by Declarant and does not designate replacement Directors.

Upon Declarant's Resignation Event, the Directors elected by Purchaser Members shall elect a successor Director to fill the vacancy caused by the resignation or removal of Declarant's designated Director. This successor Director shall serve until the next Annual Members' Meeting and until his successor is elected and qualified. In the event Declarant's Resignation Event occurs prior to the Initial Election Meeting, the Initial Election Meeting shall be called in the manner set forth in Paragraph E of this Article X, and all of the Directors shall be elected by the Purchaser Members at such meeting.

I. At each Annual Members' Meeting held subsequent to Declarant's Resignation Event, all of the Directors shall be elected by the Members. At the first Annual Members Meeting held after the Initial Election Meeting, a "staggered" term of office of the Board shall be created as follows:

H23000324281 3

1. a number equal to fifty percent (50%) of the total number of Directors rounded to the nearest whole number is the number of Directors whose term of office shall be established at two (2) years and the Directors serving for a two (2) year term will be the Directors receiving the most votes at the meeting; and
2. the remaining Directors' terms of office shall be established at one (1) year.

At each Annual Members' Meeting thereafter, as many Directors of the Association shall be elected as there are Directors whose regular term of office expires at such time, and the term of office of the Directors so elected shall be for two (2) years, expiring when their successors are duly elected and qualified.

J. The resignation of a Director who has been designated by Declarant or the resignation of an officer of the Association who has been elected by the First Board shall be deemed to remise, release, acquit, satisfy and forever discharge such officer or Director of and from any and all manner of action(s), cause(s) of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Association or Purchaser Members had, now have or will have or which any personal representative, successor, heir or assign of the Association or Purchaser Members hereafter can, shall or may have against said officer or Director for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of such resignation, except for such Director's or officer's willful misconduct or gross negligence.

ARTICLE XI INDEMNIFICATION

A. Definitions. As used in this Article XI, the following terms shall have the definitions given them as follows:

1. "Indemnitor" shall mean any officer, director, committee member or employee of the Association who, by virtue of holding such position or having previously done so as described in Section 11.D., below becomes a party to a Proceeding to which this Article XI is applicable.

2. "Losses and Expenses" shall mean, respectively, any damages or other sums an Indemnitor is required to pay by virtue of the results of a Proceeding or a settlement thereof approved by the members of the Board of Directors not party thereto or, if all directors are party thereto, a majority vote of the members of the Association other than any of such members having instituted the Proceeding, with Expenses being those legal fees and costs and other monetary outlays made or to be made in the defense in a Proceeding or of a counterclaim made therein.

3. Proceeding means any lawsuit, administrative proceeding, arbitration, voluntary mediation, in advance of either of same or other criminal or civil action to determine

or settle the liability of an Indemnitee or, where applicable, any appeal of any of same. Proceeding also includes any legal action undertaken to seek to compel an Indemnitee to take action and to prevent an Indemnitee from taking action by injunction or otherwise and includes any declaratory action and all appeals regarding any Proceeding.

B. Indemnity. The Association shall indemnify, hold harmless and defend—each person who is an Indemnitee who was or is a party to or is threatened to be made a party to any Proceeding by reason of the fact that he is or was a director, officer, committee member or employee of the Association, against all Losses and Expenses—actually and reasonably incurred by him in connection with such Proceeding, unless (a) a court of competent—jurisdiction, arbitrator or other person having over the Proceeding determines, after all available appeals have been exhausted or not pursued by the proposed Indemnitee, that (i) the Indemnitee did not act in good faith or (ii) the Indemnitee acted in a manner the Indemnitee reasonably believed to be not in, or opposed to, the best interest of the Association, or (iii) with respect to any criminal Proceeding, that the Indemnitee had reasonable cause to believe his or her conduct was unlawful, and (b) such court, arbitrator or other person 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 Indemnitee 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 Association, and, with respect to any criminal Proceeding, that he had reasonable cause to believe that his conduct was unlawful.

C. Losses and Expenses. To the extent that an Indemnitee has been successful on the merits or otherwise in defense of any Proceeding referred to in Section 11.B. above, or in defense of any claim, issue or matter therein, the Indemnitee shall be indemnified against all Losses and Expenses actually and reasonably incurred by the Indemnitee in connection therewith.

D. Advances. Losses and Expenses incurred in defending a civil or criminal Proceeding shall be paid by the Association in advance of the final disposition of any—such Proceeding. However, if the court, arbitrator or other person having jurisdiction over the Proceeding determines, as provided in Section 11.B. hereof, that the Indemnitee is not entitled to indemnification hereunder then such Indemnitee shall promptly reimburse the Association for all funds advanced per this Section 11.D.

E. Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the By-Laws, any by law agreement, a vote of members or otherwise, and shall continue as to a person who has ceased to be a director, officer, committee member or employee of the Association and shall inure to the benefit of the heirs and personal representatives of such person.

F. Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, committee member or employee of the Association, or is or was serving, at the request of the Association, as a director, officer, committee member or employee of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such

capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

G. Amendment. Anything to the contrary herein notwithstanding, no amendment to the provisions of this Article XI shall operate to eliminate, reduce or otherwise adversely affect the rights, benefits, privileges or protections afforded any person entitled to same (including any former director, officer, committee member or employee) as of the date of the amendment without their written consent.

ARTICLE XII BYLAWS

The Bylaws shall be adopted by the First Board, and thereafter may be altered, amended or rescinded in the manner provided for in the Bylaws. In the event of any conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

ARTICLE XIII AMENDMENTS

A. Prior to the First Conveyance, these Articles may be amended only by an instrument in writing signed by Declarant of these Articles and filed in the Office of the Secretary of State of the State of Florida.

B. After the First Conveyance, and prior to the Turnover Date, these Articles may be amended solely by a majority vote of the Board, without the prior written consent of the Members, at a duly called meeting of the Board.

C. After the Turnover Date, these Articles may be amended in the following manner:

1. (a) The Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the Members, which may be at either the Annual Members' Meeting or a special meeting. Any number of proposed amendments may be submitted to the Members and voted upon by them at one (1) meeting.

(b) Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member within the time and in the manner provided in the Bylaws for the giving of notice of meetings.

(c) At such meeting, a vote of the Members shall be taken on the proposed amendment(s). The proposed amendment(s) shall be adopted upon receiving the affirmative vote of a majority of the voting interests.

2. An amendment may be adopted by a written statement (in lieu of a meeting) signed by all Members and all members of the Board setting forth their intention that an amendment to the Articles be adopted.

D. These Articles may not be amended without the written consent of a majority of the members of the Board.

E. Notwithstanding any provisions of this Article XIII to the contrary, these Articles shall not be amended in any manner which shall prejudice the rights of: (i) Declarant, without the prior written consent thereto by Declarant, for so long as Declarant holds either a leasehold interest in or title to at least one (1) Home or Lot; and (ii) any "Institutional Mortgagee" (as such term is defined in the Declaration) without the prior written consent of such Institutional Mortgagee.

F. Notwithstanding the foregoing provisions of this Article XIII to the contrary, no amendment to these Articles shall be adopted which shall abridge, prejudice, amend or alter the rights of Declarant hereunder, including, but not limited to, Declarant's right to designate and select members of the First Board or otherwise designate and select Directors as provided in Article X hereof, nor shall any amendment be adopted or become effective without the prior written consent of Declarant so long as Declarant holds either a leasehold interest in or title to at least one (1) Lot.

G. Any instrument amending these Articles shall identify the particular article or articles being amended and shall provide a reasonable method to identify the amendment being made. A certified copy of each such amendment 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 the County.

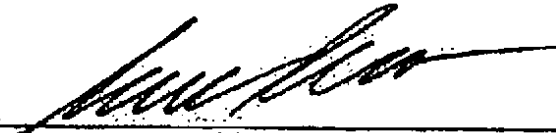
ARTICLE XIV MERGERS AND CONSOLIDATIONS

Subject to the provisions of the Declaration applicable to the Property and to the extent permitted by law, the Association may participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, provided that any such merger or consolidation shall be approved in the manner provided by Chapter 617, Florida Statutes, as the same may be amended from time to time. For purposes of any vote of the Members required pursuant to said statutes, for so long as Declarant shall own any portion of the Property, any such merger or consolidation shall require Declarant's prior approval.

ARTICLE XV REGISTERED OFFICE AND REGISTERED AGENT

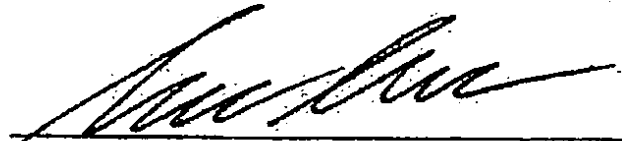
The name and street address of the initial registered office of the Association is Rosa Eckstein Schechter, Esq., 550 Biltmore Way, Suite 1110, Coral Gables, Florida, 33134.

The undersigned hereby accepts the designation of Registered Agent as set forth in Article XV of these Articles of Incorporation and acknowledges that she is familiar with and accepts the obligations imposed upon registered agents under the Florida Not For Profit Corporation Act.

By: 

Rosa Eckstein Schechter

IN WITNESS WHEREOF, the Incorporator has hereunto affixed her signature, this 13
day of September, 2023.



Rosa Eckstein Schechter, Incorporator