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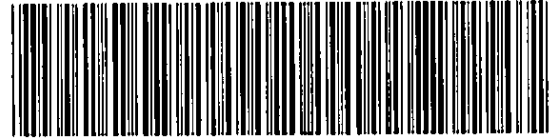
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HIBISCUS PARK TOWNHOMES

HOMEOWNER ASSOCIATION, INC.

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Articles of Incorporation

of

HIBISCUS PARK TOWNHOMES HOMEOWNER ASSOCIATION INC.
A FLORIDA NOT-FOR PROFIT CORPORATION

The undersigned Incorporator, for the purpose of forming a corporation not-for-profit pursuant to the laws of the State of Florida, Florida Statutes Chapter 617, hereby adopts the following Articles of Incorporation:

ARTICLE I

PRINCIPAL OFFICE AND MAILING ADDRESS OF ENTITY

1. The name of the corporation is HIBISCUS PARK TOWNHOMES HOMEOWNER ASSOCIATION, INC. Hereinafter referred to as the "ASSOCIATION".

The **principal office address** of the ASSOCIATION is
790 East Broward Blvd., Suite 2000
Fort Lauderdale, FL 33301.

The **mailing address** for the Association is
790 E Broward Blvd., Suite 2000
Fort Lauderdale, FL 33301.

ARTICLE II **PURPOSE**

1. To operate as a corporation non-for-profit pursuant to Chapter 617 of the Florida Statutes.
2. To operate HIBISCUS PARK TOWNHOMES HOMEOWNER ASSOCIATION INC. in accordance with the terms of and purposes set forth in HIBISCUS PARK TOWNHOMES documents, including the Declaration of Covenants, Restrictions, and Easements recorded in the public records of Broward, County, Florida and to carry out the covenants and enforce the provisions of HIBISCUS PARK TOWNHOMES documents.
3. To promote the health, safety, welfare, comfort, and social and economic benefit of the members of the ASSOCIATION.

ARTICLE III **DEFINITIONS**

The terms used in the ARTICLES and the BYLAWS shall have the same definitions and meanings as those set forth in the Declaration of Covenants, Restrictions, and Easements unless herein provided to the contrary, or unless the context otherwise requires.

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) and all other assessments which are levied by the Association in accordance with the HIBISCUS PARK TOWNHOMES documents.
3. "Association" means HIBISCUS PARK TOWNHOMES, INC., a Florida corporation not-for-profit. The "Association" is not a condominium association and is not intended to be governed by Chapter 720, the Homeowners Act, Florida Statutes.
4. "Association Property" means the property more particularly described in Article I of the Declaration.
5. "Board" means the Board of Directors of the Association.
6. "Bylaws" means the Bylaws of the Association and any amendments thereto.
7. "County" means Broward County, Florida.
8. "Declarant" means HIBISCUS PARK TOWNHOMES, LLC, a Florida limited liability company, and any successor or assign thereof to which HIBISCUS PARK TOWNHOMES, LLC 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 "Total Property" (as defined in the Declaration). 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.
9. "Declaration" means the Declaration of Covenants, Restrictions, and Easements for HIBISCUS PARK TOWNHOMES, which is intended to be recorded amongst the Public Records of the County, and any amendments thereto.
10. "Director" means a member of the Board.
11. "Home" means an attached residential dwelling unit constructed within HIBISCUS PARK TOWNHOMES within HIBISCUS PARK TOWNHOMES which is designed and intended for use and occupancy as a single-family residence.
12. "Member" means a member of the Association.
13. "Operating Expenses" means the expenses for which Owners are liable to the Association as described in the Declaration and any other HIBISCUS PARK TOWNHOMES documents and include, but are not limited to, the costs and expenses incurred by the Association in administering, operating, maintaining, financing, or repairing, but not reconstructing, replacing or improving the Association Property and improvements thereon and all costs and expenses incurred by the Association in carrying out its powers and duties hereunder or under any other HIBISCUS PARK TOWNHOMES documents.
14. "Owner" means the record Owner, whether one or more persons or entities of the fee simple title to any Home within HIBISCUS PARK TOWNHOMES and includes Declarant for as long as Declarant owns fee simple title to a Home but excluding therefrom those having such interest as security for the performance of an obligation.

15. "HIBISCUS PARK TOWNHOMES" means that planned residential development located in the County, which encompasses the Committed Property and is intended to comprise seven (7) Homes contained in two (2) buildings and the Association Property. HIBISCUS PARK TOWNHOMES will consist of the land set forth in Exhibit 11811 of the Declaration and may be expanded by the recording of one or more Supplemental Declaration(s). Declarant presently intends that HIBISCUS PARK TOWNHOMES, when ultimately developed, will contain seven (7) Homes. Notwithstanding the foregoing, Declarant has reserved the right in the Declaration to modify its plan of development for HIBISCUS PARK TOWNHOMES and, therefore, the total number of Homes within HIBISCUS PARK TOWNHOMES actually developed may be less than or greater than seven (7). In such event, the revised number-of Homes to be developed in HIBISCUS PARK TOWNHOMES will be set forth in a Supplemental Declaration recorded in the County.
16. "HIBISCUS PARK TOWNHOMES documents" means in the aggregate the Declaration, the Articles, and the Bylaws and all of the instruments and documents referred to therein including, but not limited to, any "Amendment(s)" and "Supplemental Declaration(s)" (as such terms are defined in 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 IV **POWERS AND DUTIES.**

The ASSOCIATION shall have the following powers and shall be governed by the following provisions:

1. All of the common law and statutory powers of a corporation not-for-profit under the laws of the State of Florida
2. The Association shall have all of the powers granted to the Association in the HIBISCUS PARK TOWNHOMES documents. All of the provisions of the Declaration and Bylaws which grant powers to the Association are incorporated into these Articles.
3. The Association shall have all of the powers reasonably necessary to implement the purposes of the Association including, but not limited to, the following:
 - a. To perform any act required or contemplated by it under the HIBISCUS PARK TOWNHOMES Documents;
 - b. To make, establish, amend, and enforce reasonable rules and regulations governing the use of the Association Property;
 - c. 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 costs of collection, and to use and expend the proceeds of Assessments in the exercise of the powers and duties of the Association;
 - d. To own, purchase, sell mortgage, encumber, lease, administer, manage, convey, operate, maintain, improve, repair and/or replace real and personal property;
 - e. To maintain, repair, replace, Reconstruct, add to, and upgrade the Association property and other property acquired or leased by the Association for use by its members;
 - f. To purchase insurance upon the Association property and insurance for the protection of the Association, its directors, officers, and members, and such other parties as the Association may determine;

- g. To enforce by legal means the obligations of the Members and the provisions of HIBISCUS PARK TOWNHOMES documents;
- h. 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 Association 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 Association Property and to delegate to such professional manager certain powers and duties of the Association;
- i. To enter the Declaration and any amendments thereto and instruments referred to therein.
- j. 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 HIBISCUS PARK TOWNHOMES 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 HIBISCUS PARK TOWNHOMES;
- k. Notwithstanding anything contained herein to the contrary, the Association shall be required to obtain the approval of three-fourths (3/4) of all Members (at a duly called meeting of the Members at which a quorum is present) prior to the engagement of- legal counsel by the Association for the purpose of suing or making, preparing, or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:
 - i. the collection of Assessments
 - ii. the collection of other charges which Owners are obligated to pay pursuant to HIBISCUS PARK TOWNHOMES Documents.
 - iii. the enforcement of any applicable use and occupancy restrictions contained in HIBISCUS PARK TOWNHOMES Documents
 - iv. dealing with an emergency when waiting to obtain the approval of the Members creates a substantial risk of irreparable injury to the Association Property or to Member(s) (the imminent expiration of a Statute of Limitations shall not be deemed an emergency obviating the need for the requisite vote of three- fourths (3/4) of the Members}; or
 - v. filing a compulsory counterclaim.

ARTICLE V **MEMBERS AND VOTING**

The ASSOCIATION shall have the following powers and shall be governed by the following provisions:

1. 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.
2. Upon the First Conveyance, Declarant shall be a Member as to each of the remaining Homes until each such Home is conveyed to another Owner, and thereupon and thereafter each and every Owner, including Declarant as to Homes owned by Declarant, shall be a Member and exercise all of the rights and privileges of a Member.

3. Membership in the Association for Owners other than Declarant shall be established by the acquisition of ownership of fee simple title to a Home as evidenced by the recording of an instrument of conveyance amongst the Public Records of the County. Where title to a Home 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 Home 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.
4. The Association shall have two (2) classes of voting membership:
 - a. "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 Homeowner.
 - b. "Class B Member" shall be Declarant, who shall be entitled to three times the total number of votes of the Class A Members plus one. Class B membership shall cease and be converted to Class A membership upon the earlier to occur of the following events ("Turnover Date"):
 - i. Three (3) months after the conveyance of ninety percent (90%) of the Homes by Declarant, as evidenced by the recording of instruments of conveyance of such Homes amongst the Public Records of the County; or
 - ii. at such time as Declarant shall designate in writing.

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

5. The designation of different classes of membership are for purposes of establishing the number of votes applicable to certain Homes, 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 HIBISCUS PARK TOWNHOMES Documents.
6. No Member may assign, hypothecate, or transfer in any manner his/her membership in the Association except as an appurtenance to the Member's Home.
7. Any Member who conveys or loses title to a Home 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 Home and shall lose all rights and privileges of a Member resulting from ownership of such Home.
8. There shall be only one (1) vote for each Home, except for the Class B Member, as set forth herein. If there is more than one Member with respect to a Home as a result of the fee interest in such Home being held by more than one person, such Members collectively shall be entitled to only one (1) vote. The vote of the Owners of a Home owned by more than one 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 Home or, if appropriate, by properly designated officers, partners, or principals of the respective legal entity ("Voting Member"), 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 Home shall not be considered for a quorum or for any other purpose.

Notwithstanding the foregoing provisions, whenever any Home is owned by a married couple, they may, but shall not be required to, designate a Voting Member. In the event a certificate designating a Voting Member is not filed by the married couple, the following provisions shall govern their right to vote:

- a. 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 Home 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.
 - b. When only one (1) spouse is present at a meeting, the person present may cast the home 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 Home shall not be considered, but shall count for purposes of establishing a quorum.
 - c. When neither spouse is present, the person designated in a "Proxy" (as defined in the Bylaws) signed by either spouse may cast the Home 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 Home shall not be considered, but shall count for purposes of establishing a quorum.
9. A quorum shall consist of persons entitled to cast at least forty percent (40%) of the total number of votes of the Members.

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.

ARTICLE VII **INCORPORATOR**

The name and address of the incorporator is:

John Mancini
790 E Broward Blvd #2000
Fort Lauderdale, FL 33301.

ARTICLE VIII

OFFICERS

The affairs of the Association shall be managed by the President of the Association, assisted by the Vice President, Secretary and Treasurer, and, if any, by the Assistant Secretary and Assistant Treasurer, 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) offices the duties of which are not incompatible; provided, however, the office of President and 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 except that the Declarant may hold all positions until the first election.

The name and address of the initial directors, who shall hold office until their successors are appointed or elected, are as follows:

President John Mancini
790 E. Broward Blvd # 2000
Fort Lauderdale, FL 33301

Vice President Ivan Kotelnikov
790 E. Broward Blvd # 2000
Fort Lauderdale, FL 33301

Secretary Gabriella Mancini
790 E. Broward Blvd # 2000
Fort Lauderdale, FL 33301

ARTICLE IX

BOARD OF DIRECTORS

1. 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.
2. The names and addresses of the persons who are to serve as Directors on the First Board are:

Jack Mancini
790 E. Broward Blvd # 2000
Fort Lauderdale, FL 33301

Ivan Kotelnikov
790 E. Broward Blvd # 2000
Fort Lauderdale, FL 33301

Gabriella Mancini
790 E. Broward Blvd # 2000
Fort Lauderdale, FL 33301

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.

3. The First Board shall be the Board of the Association until the "Initial Election Meeting" (as hereinafter defined). Declarant shall have the right to appoint, designate, and elect all of the Directors of the First Board. Declarant has the right to substitute Directors on the First Board and to appoint replacements in the event a vacancy is created on the First Board.
4. Within three (3) months of the conveyance by Declarant to Owners other than Declarant of ninety percent (90%) of the total number of Homes permitted to be constructed as part of HIBISCUS PARK TOWNHOMES, as evidenced by the recording of instruments of conveyance of such Homes among the public records of the County, or earlier in Declarant's sole discretion ("Turnover Date"), the Members other than Declarant shall be entitled to elect a majority of the Board ("Initial Elected Board"), which election shall take place at a meeting of the Members ("Initial Election Meeting"). Declarant shall designate the remaining Director(s) on the Board at the Initial Election Meeting. The Directors to be so elected by the Members other than Declarant and the remaining Director(s) to be designated by Declarant shall succeed the First Board upon their election and qualification. Subject to the provisions of Paragraph F below, the Initial Elected Board shall serve until the next "Annual Members' Meeting" (as defined in the Bylaws), whereupon the Directors shall be designated and elected in the same manner as the Initial Elected Board. The Directors shall continue to be so designated and elected at each subsequent Annual Members' Meeting until such time as the Members other than Declarant are entitled to elect all of the Directors on the Board. Until that time, Declarant reserves the right to designate successor Directors to fill any vacancies caused by the resignation or removal of Directors designated by Declarant pursuant to this Paragraph. The term "conveyance" as used in this Paragraph 4 shall mean the sale of a Home to a purchaser, who is not designated as a successor Declarant and the recording of an instrument of conveyance to such purchaser among the Public Records of the County.
5. A Director (other than a Declarant-appointed Director) may be removed from office upon the affirmative vote of a majority of Members for any reason deemed to be in the best interests of the Members. A meeting of the 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.
6. Within three (3) months of the date when Declarant no longer holds at least five percent (5%) of the Total Homes for sale in the ordinary course of business, or earlier in Declarant's sole discretion, Declarant shall cause its remaining Director(s) to resign from the Board ("Declarant's Resignation Event") and the Members-elected Directors shall elect successor Director(s) to fill the vacancy(ies) caused thereby.
7. At the Initial Election Meeting, a "staggered" term of office of the Board shall be created as follows:
 - a. 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

- b. The remaining Directors' terms of office shall be established at one (1) year.

At each Annual Members' Meeting thereafter held in the month of January of each year, 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.

8. 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 manner of actions, causes 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 the Members had, now have, or will have or which any personal representative, successor, heir, or assign of the Association or the 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 X **INDEMNIFICATION**

Each and every Director and officer of the Association shall be indemnified by the Association against all costs, expenses, and liabilities, including attorney and paralegal fees at all trial and appellate levels and post-judgment proceedings reasonably incurred by or imposed upon him/her in connection with any negotiation, proceeding, arbitration, litigation, or settlement in which he/she becomes involved by reason of his /her being or having been a Director or officer of the Association, and the foregoing provision for indemnification shall apply whether or not such person is a Director or officer at the time such cost, expense, or liability is incurred.

Notwithstanding the above, in the event of any such settlement, the indemnification provisions provided in this Article X shall not be automatic and shall apply only when the Board approves such settlement and reimbursement for the costs and expenses of such settlement as being in the best interest of the Association, and in the event a Director or officer admits that he/she is or is adjudged guilty of willful misfeasance or malfeasance in the performance of his/her duties, the indemnification provisions of this Article X shall not apply.

The foregoing right of indemnification provided in this Article X shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer of the Association may be entitled under statute or common law.

ARTICLE XI **BYLAWS**

The First Board shall adopt the Bylaws, 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 XII
AMENDMENTS

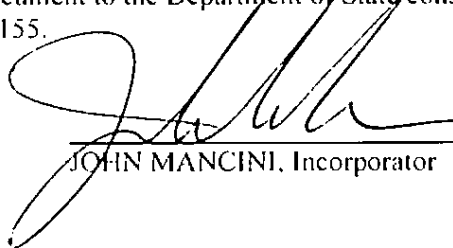
1. Prior to the First Conveyance, these Articles may be amended only by an instrument in writing signed by the incorporator of these Articles and filed in the Office of the Secretary of State of the State of Florida.
2. After the First Conveyance and prior to the Turnover Date, these Articles may be 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.
3. After the Turnover Date, these Articles may be amended in the following manner:
 - 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 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 total voting interests present at such meeting.
4. 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
5. Articles be adopted.
6. These Articles may not be amended without the written consent of a majority of the members of the Board.
7. Notwithstanding any provisions of this Article XII to the contrary, these Articles shall not be amended in any manner which shall prejudice the right of 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; and any "Institutional Mortgagee" (as such term is defined in the Declaration) without the prior written consent of such Institutional Mortgagee.
8. Notwithstanding the foregoing provisions of this Article XII, no amendment to these Articles shall be adopted which shall abridge, 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 IX hereof; nor shall any amendment be adopted or become effective without the prior written consent of Declarant.
9. 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 XIII
REGISTERED OFFICE AND REGISTERED AGENT

The name and street address of the office of the Registered Agent of the corporation are:

DEAN J. TRANTALIS, ESQ.
2301 Wilton Drive, Suite C1-A
Wilton Manors, FL 33305

THE UNDERSIGNED, being the subscriber and incorporator of this Corporation, execute these Articles of Incorporation, and submit them and affirm that the facts contained herein are true. I am aware that any false information submitted in a document to the Department of State constitutes a third-degree felony as provided in Florida Statutes § 817.155.

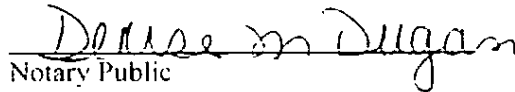


JOHN MANCINI, Incorporator

STATE OF FLORIDA }
COUNTY OF BROWARD }

BEFORE ME, the undersigned authority, personally appeared JOHN MANCINI by means of physical presence, and after having been sworn on oath and who is personally known to me, acknowledged having executed the foregoing instrument in the capacity and for the purposes expressed.

WITNESS my hand and official seal on this 23 day of December, 2023.



Notary Public



**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE
FOR THE SERVICE OF PROCESS WITHIN THIS STATE,
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

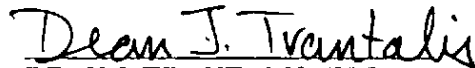
In conformance of Chapter 48.091, Florida Statutes, the following is submitted in compliance with said Act:

That HIBISCUS PARK TOWNHOMES HOMEOWNERS' ASSOCIATION, INC., desiring to organize under the laws of the State of Florida with its principal office, as designated in the Articles of Incorporation at the City of Wilton Manors, County of Broward, State of Florida has named the following as its agent to accept service of process within the State:

DEAN J. TRANTALIS, ESQ.
2301 Wilton Drive, Suite C1-A
Wilton Manors, FL 33305

ACKNOWLEDGMENT

Having been named to accept service of process for the above-stated Corporation, at the place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provisions of said act relative to keeping open said office.


DEAN J. TRANTALIS, ESQ. (BRL)
2301 Wilton Drive, Suite C1-A
Wilton Manors, FL 33301