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10/13/2008

COVER LETTER

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

SUBJECT: Atlantic Shores of Delray Beach Condominium Association, Inc.
(PROPOSED CORPORATE NAME - MUST INCLUDE SUFFIX)

Enclosed is an original and one(1) copy of the Articles of Incorporation and a check for :

☐ \$70.00
Filing Fee

☐ \$78.75
Filing Fee &
Certificate of
Status

☐ \$78.75
Filing Fee
& Certified Copy

☒ \$87.50
Filing Fee,
Certified Copy
& Certificate

ADDITIONAL COPY REQUIRED

FROM: Harvey Kopelowitz, Esq.
Name (Printed or typed)

7251 West Palmetto Park Road
Address

Boca Raton, Florida 33433
City, State & Zip

561-392-2728
Daytime Telephone number

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06 MAR -2 PM 2:38
TALLAHASSEE, FLORIDA

NOTE: Please provide the original and one copy of the articles.

**ATLANTIC SHORES OF DELRAY BEACH CONDOMINIUM
ASSOCIATION, INC.**

(A Corporation Not-For-Profit)

ARTICLES OF INCORPORATION

The undersigned incorporator, for the purpose of forming a corporation not-for-profit in accordance with the provisions and the laws of the State of Florida; and to that end does hereby certify as follows:

ARTICLE 1

DEFINITIONS

A. The following terms when used in these Articles of Incorporation, shall have the following meanings:

1. "Act" means Florida Statutes, Chapter 718, The Condominium Act, as amended prior hereto.
2. "Unit" means a "Unit" (as defined in the *Act*) in the Atlantic Shores Condominium.
3. "Unit Owner" means a "Unit owner" (as defined in the *Act*) in the Atlantic Shores Condominium.
4. "Atlantic Shores" means ATLANTIC SHORES OF DELRAY BEACH, A CONDOMINIUM.
5. "Articles" means this instrument.
6. "Association" means ATLANTIC SHORES OF DELRAY BEACH CONDOMINIUM ASSOCIATION, INC.
7. "Atlantic Shores" means the residential development in Palm Beach County Florida located at 124-158 Southeast 2nd Avenue, Delray Beach, Florida which is being submitted to condominium ownership by Developer as "ATLANTIC SHORES OF DELRAY BEACH, A CONDOMINIUM".
8. "Board" means Board of Directors of the Association
9. "By-Laws" means the By-Laws of the Association.

10. "Common Elements" means the portion of Condominium Property not included in the "Units".

11. "Common Expenses" means all expenses and assessments properly incurred by the Association for the Atlantic Shores.

12. "Condominium Documents" means the Declaration, the Articles of Incorporation and By-Laws of the Association, and all documents referred to and executed in connection with these documents.

13. "Condominium Property" means the land and improvements described in and submitted to condominium ownership pursuant to the Declaration.

14. "County" means Palm Beach County, Florida

15. "Declaration" means the Declaration of Condominium which, when recorded amongst the Public Records of Palm Beach County, Florida, shall submit Atlantic Shores to condominium ownership in accordance with the *Act*.

16. "Developer" means ATLANTIC SHORES OF DELRAY BEACH, A JOINT VENTURE, and includes its successors and assigns.

17. "Limited Common Elements" means those Common Elements which are reserved for use of a certain Unit or Units to the exclusion of other Units, as specified in the Declaration.

18. "Members" means the parties comprising membership of the Association and "Membership" means the aggregate of the Members.

ARTICLE II

PURPOSE OF ASSOCIATION

The purpose for which this Association is organized is the maintenance, operation and management of Atlantic Shores in accordance with the Condominium Documents.

ARTICLE III

NAME

The name of this Association shall be ATLANTIC SHORES OF DELRAY BEACH CONDOMINIUM ASSOCIATION, INC., whose present address is 124-158 Southeast 2nd Avenue, Delray Beach, Florida, 33444.

ARTICLE IV

POWERS

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

1. All of the common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of the Condominium Documents and the *Act*; and

2. All of the powers of a condominium association under and pursuant to the *Act*, and all of the powers reasonably necessary to implement the purposes of the Association, including but not limited to, the following:

(a) to make, establish and enforce reasonable rules and regulations governing all of Atlantic Shores including the use of Units, Common Elements and Condominium Property;

(b) to make, levy and collect assessments against Unit Owners, to provide the funds to pay for the maintenance, operation and management of Atlantic Shores and to use and expend the proceeds of assessments in the exercise of the powers and duties of the Association;

(c) to maintain, repair, replace and operate Atlantic Shores, specifically including all portions of the Condominium Property to which the Association has the right and power to maintain, repair, replace and operate;

(d) to reconstruct improvements within Atlantic Shores in the event of casualty or other loss;

(e) to enforce by legal means the provisions of the Condominium Documents; and

(f) to enter into management agreements to provide for the maintenance of the Condominium Property or any portion thereof and such other agreements consistent with the purposes of the Association.

ARTICLE V

MEMBERS

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

1. Until such time as Atlantic Shores has been declared as a condominium in accordance with the *Act*, the Membership of this Association shall be comprised solely of the subscribers to these Articles; and, in the event of the resignation or termination of a subscriber or subscribers as a Member, the remaining subscribers may nominate and designate a successor subscriber as a Member. Each of the subscriber Members shall be entitled to cast one vote on all matters requiring a vote of the Membership.

2. Once Atlantic Shores has been declared as a condominium in accordance with the *Act*, the subscribers' rights and interests as Members shall be automatically terminated and the Unit Owners (including the Developer as to Units owned by Developer) shall be entitled to exercise all the rights and privileges of Members, as hereinafter set forth.

3. Membership of the Unit Owners shall be established by the acquisition of ownership of fee title to or fee interest in a Unit as evidenced by the recording of an instrument of conveyance recorded in the Public Records of the County, whereupon the membership of the prior Unit Owner as to such Unit shall be terminated. Where title to a Unit is acquired by conveyance from a party other than the Developer or in the case of acquisition by inheritance, devise, judicial decree or otherwise, the person or persons thereby acquiring a Unit shall not be Members unless and until the provisions of the Declaration regarding transfer of Units has been complied with.

4. No Member may assign, hypothecate or transfer in any manner his Membership or his share in the funds and assets of the Association except as an appurtenance to his Unit.

5. There shall be only one (1) vote for each Unit which vote shall be exercised and cast in accordance with the Condominium Documents. If there is more than one (a) Unit Owner with respect to an Unit as a result of the fee interest in such Unit being held by more than one (1) person or entity, such Unit Owners collectively shall be entitled to only (1) vote in the manner determined by the Condominium Documents.

ARTICLE VI

TERM

The term for which this Association is to exist shall be perpetual.

ARTICLE VII

INCORPORATOR

The name and street addresses of the Incorporator to these Articles of Incorporation is
Nate Hollander, 3641 Carlton Place, Boca Raton, Florida 33496.

ARTICLE VIII

OFFICERS

A. The affairs of the Association shall be managed by the President of the Association, assisted by one (1) or several Vice Presidents, the Secretary and the Treasurer, and, if any, by the Assistant Secretary and Assistant Treasurer, subject to the directions of the Board.

B. The Board shall elect the President, a Vice President, a Secretary and a Treasurer, and as many other Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time determine. The same person may hold two offices, the duties of which are not incompatible.

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	Nate Hollander
Secretary	Nicole Hollander
Treasurer	Nicole Hollander

ARTICLE X

BOARD OF DIRECTORS

A. The number of Directors on the first Board of Directors ("First Board") and all subsequent Boards shall be three (3).

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

Nate Hollander	3641 Carlton Place, Boca Raton, Florida 33496
Nicole Hollander	3641 Carlton Place, Boca Raton, Florida 33496
William Hollander	3641 Carlton Place, Boca Raton, Florida 33496

C. Developer reserves the right to designate successor Directors to serve on the First

Board for so long as the First Board is to serve, as hereinafter provided.

D. Upon the "closing" by Developer with Unit Owners other than Developer ("Purchaser Members"), of fifteen (15%) percent of more of the thirty five (35) Units contemplated to be operated ultimately by the Association (the "Maximum Units"), the Purchaser Members shall be entitled to elect no less than one-third (1/3) of the Board which election shall take place at a special meeting to be called by the First Board for such purpose (the "Initial Election Meeting"). The Developer shall, at its option, designate the remaining Directors on the Board at the Initial Election Meeting. The Directors to be so elected and the remaining Directors to be designated by the Developer are hereinafter collectively referred to as the "Initial Elected Board" and shall succeed the First Board upon their election and designation. Subject to the provisions of Paragraph X-E herein, the Initial Elected Board shall serve until the next Annual Members' Meeting (as described in the By-Laws) whereupon the Directors of the Board shall be elected and designated in the same manner as the Initial Elected Board.

E. The Initial Elected Board shall continue to be elected and designated as in subparagraph D immediately above at each subsequent Annual Member's Meeting until the happening of any of the following events, whichever shall first occur:

a. Three (3) years after sales of fifty (50%) percent of the Maximum Units by the Developer have been "closed"; or

b. Three (3) months after sales of ninety (90%) percent of the Units by the Developer have been closed; or

c. When some of the Units have been "closed" and none of the others are being offered for sale by the Developer in the ordinary course of business; at which time the Purchaser Members shall be entitled to elect no less than a majority of the Directors on the Board at a special meeting to be called by the Initial Elected Board for such purpose (the "Majority Election Meeting").

d. For purposes of this Article X, "closed" and "closing" means conveyance of a Unit by Developer to a Purchaser Member as evidenced by the recording of a deed or other instrument of conveyance amongst the Public Records of the County.

F. At the Majority Election Meeting, and at each Annual Meeting until the Annual Member's Meeting following the "Developer's Resignation Event" the Developer shall be entitled to designate at least one (1) Director. Developer reserves the right, until the Developer's Resignation Event, to name the successor, if any, to any Director it has so designated.

G. The Initial Election Meeting and Majority Election Meeting shall be called by the Association through its Board, within sixty (60) days after the Purchaser Members are entitled to elect Directors or the majority of Directors, as the case may be. A notice of meeting shall be forwarded to all Members in accordance with the By-Laws, provided, however, that the Members shall be given at least thirty (30) days but not more than forty (40) days notice of such meeting. The notice shall also specify the number of Directors which shall be designated by Developer and the remaining number of Directors to be elected by the Purchaser Members.

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

a. When the Developer no longer holds less than five (5%) percent of the Maximum Units for sale in the ordinary course of business; or

b. Developer causes the voluntary resignation of all of the Directors designated by it.

Upon the Developer's Resignation Event, the Director or Directors elected by Purchaser Members shall elect successor Directors to fill the vacancies caused by the resignation or removal of the Developer's designated Directors. These successor Directors shall serve until the next Annual Members' Meeting and until their successors are elected and qualified.

I. At each Annual Members' Meeting held subsequent to the year in which the Developer's Resignation Event occurs, all of the Directors shall be elected by the Members.

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

K. A Director shall discharge his duties in good faith with the care that an ordinary prudent person in a like position would extend under similar circumstances, and in a manner

believed to be in the best interests of the Association. Unless a Director has knowledge of a situation that makes such reliance unwarranted, a Director, in fulfilling his duties, may rely upon information, opinions, reports or statements if prepared or presented by one or more officers or employees or professionals as to matters which the Director has reason to believe is within the person's competence.

ARTICLE XI

INDEMNIFICATION

Every subscriber, director and officer of the Association (and the subscribers, directors and/or officers as a group) shall be indemnified by the Association against all expenses and liabilities, including attorney's fees (at all trial and appellate levels) reasonably incurred by or imposed upon him (or them) in connection with any proceeding or litigation or settlement in which he may become involved, as well as attorneys' fees reasonably incurred where no formal proceeding, litigation or settlement occurs, by reason of his being or having been a subscriber, director or officer of the Association. The foregoing provisions for indemnification shall apply whether or not he is a subscriber, director or officer at the time such expenses are incurred. In the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement and authorizes reimbursement for the costs and expenses of the settlement as being for the best interest of the Association. In instances where a subscriber, director or officer admits or is adjudged guilty of willful misfeasance in the performance of his duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of all right of indemnification to which a subscriber, director or officer may be entitled whether by statute or common law.

ARTICLE XII

BY-LAWS

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

ARTICLE XIII

AMENDMENTS

A. Prior to the recording of the Declaration amongst the Public Records of the County, these Articles may be amended only by an instrument, in writing, signed by a majority

of the subscribers to these Articles and filed in the office of the Secretary of State of Florida. Thereafter a certified copy of each such amendment shall always be attached to any certified copy of these Articles and shall be an exhibit to the Declaration upon the recording of the Declaration. The instrument amending the Articles shall identify the particular Article or Articles being amended and give the exact language of the amendment.

B. After the recording of the Declaration amongst the Public Records of the County, these Articles may be amended in the following manner:

1. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting (whether of Board or Membership) at which such proposed amendment is to be considered; and

2. A resolution approving the proposed amendment may be passed by either the Board or the Membership and after receiving the requisite approval by one of said bodies, it must be submitted for and obtain approval of the other body. The approval of the Membership must be by a vote of two-thirds (2/3) of the Members present at any meeting of the Membership at which a quorum is present and the approval of the Board must be by two-thirds (2/3) of the Directors at a meeting of the Directors.

3. No amendment may be made to the Articles which shall in any manner reduce, amend, affect or modify the provisions and obligations set forth in the Declaration.

4. A copy of each amendment shall be certified by the Secretary of State and recorded amongst the Public Records of the County.

5. Notwithstanding the foregoing provisions of this Article XIII, there shall be no amendment to these Articles which shall bridge, amend or alter the rights of the Developer, including the right to designate and select the Directors as provided in Article X hereof, without first obtaining prior written consent of the Developer.

ARTICLE IX

INITIAL REGISTERED OFFICE ADDRESS AND NAME OF REGISTERED AGENT

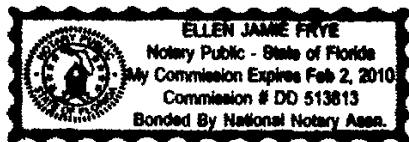
The initial registered office of the Association shall be at 3641 Carlton Place, Boca Raton, Florida 33496, with the privilege of having its office and branch offices at other places within or without the State of Florida. The initial registered agent at that address shall be Nate Hollander.

IN WITNESS WHEREOF, the incorporator has affixed his signature this 28 day of February, 2006.

Nate Hollander
Nate Hollander, Incorporator

STATE OF FLORIDA)
) ss.
COUNTY OF PALM BEACH)

The foregoing instrument was sworn to and acknowledged before me this 28 day of February, 2006, by Nate Hollander, Nicole Hollander, and William Hollander, as Incorporator to the above document.




Ellen Jamie Frye
NOTARY PUBLIC
Printed Name Ellen Jamie Frye
My Commission Expires: 2/2/2010

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

In Compliance with the laws of Florida, the following is submitted.

First – That desiring to organize under the laws of the State of Florida with it principal office, as indicated in the foregoing Articles of Incorporation, the Association named in the said Articles has named Nate Hollander, located at 3641 Carlton Place, Boca Raton, Florida 33496, as its statutory registered agent.

Having been named the statutory agent of said Association at the places designated in this certificate, I am familiar with the obligations of that position, and hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.


Nate Hollander, Registered Agent

DATED this 28 day of FEBRUARY, 2006.

FILED
06 MAR -2 PM 2:39
SECRETARY OF STATE
TALLAHASSEE, FLORIDA