

N0600000 4803

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

(Business Entity Name)

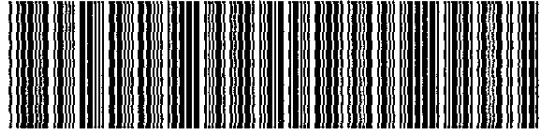
(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Office Use Only

15/2



900073119489

05/01/06--01062--023 \*\*87.50

FILED  
06 MAY -1 PM 2:43  
CLERK OF SUPERIOR COURT  
SAN FRANCISCO, CALIFORNIA

## COVER LETTER

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

**SUBJECT:** Old Progresso 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:** Joshua D. Miron  
Name (Printed or typed)

1700 UNIVERSITY DRIVE, SUITE 110  
Address

CORAL SPRINGS, FL 33071  
City, State & Zip

954-752-1213  
Daytime Telephone number

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

FILED  
06 MAY -1 PM 2:43  
BROWARD COUNTY, FLORIDA

**ARTICLES OF INCORPORATION  
FOR  
OLD PROGRESSO CONDOMINIUM ASSOCIATION, INC.**

The undersigned, for the purpose of forming a nonprofit corporation under Florida Statutes Chapters 617 and 720, do hereby make and adopt the following Articles of Incorporation:

**ARTICLE 1  
NAME AND ADDRESS**

The name of this Corporation shall be OLD PROGRESSO CONDOMINIUM ASSOCIATION, INC., (the "Association"). The principal address of the corporation shall be 3239 N. State Road 7, Margate, Florida 33063. For convenience, the corporation shall be referred to in this instrument as the "Association," these Articles of Incorporation as the "Articles," and the By-Laws of the Association as the "By-Laws."

**ARTICLE 2  
PURPOSE**

The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act as it exists on the date hereof (the "Act") for the operation of that certain condominium located in Broward County, Florida, and known as Old Progresso, a Condominium.

**ARTICLE 3  
DEFINITIONS**

The terms used in these Articles shall have the same definitions and meaning as those set forth in the Declaration of the Condominium to be recorded in the Public Records of Broward County, Florida, unless herein provided to the contrary, or unless the context otherwise requires. In construing these Articles, the use of any gender shall include every other gender.

**ARTICLE 4  
GENERAL POWERS**

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

- 4.1 General. The Association shall have all of the common-law and statutory powers of a corporation not for profit under the Laws of Florida that are not in conflict with the provisions of these Articles, the Declaration, the By-Laws or the Act.

4.2 Enumeration. The Association shall have the powers and duties set forth in the Act, except as limited by the Articles, the By-Laws and the Declaration (to the extent that they are not in conflict with the Act), and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and as more particularly described in the By-Laws, as they may be amended from time to time, including, but not limited to, the following:

- a) To make and collect Assessments and other charges against the members as Unit Owners, and to use the proceeds thereof in the exercise of its powers and duties.
- b) To buy, own, operate, lease, sell, trade and mortgage both real and personal property.
- c) To maintain, repair, replace, reconstruct, add to and operate the Condominium Property, and other property acquired or leased by the Association.
- d) To purchase insurance upon the Condominium Property and insurance for the protection of the Association, its officers, directors and Unit Owners.
- e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Condominium Property and for the health, comfort, safety and welfare of the Unit Owners.
- f) To approve or disapprove the leasing, transfer, ownership and possession of Units as may be provided by the Declaration.
- g) To enforce by legal means the provisions of the Act, the Declaration, these Articles, the By-Laws, and the Rules and Regulations for the use of the Condominium Property, subject, however, to the limitation regarding assessing Units owned by the Developer for fees and expenses relating in any way to claims or potential claims against the Developer as set forth in the Declaration and/or By-Laws.
- h) To contract for the management and maintenance of the Condominium Property and to authorize a management agent (which may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Elements with such funds as shall be made available by the Association for such purposes. The

Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

- i) The power to acquire title to property upon the vote of 66 2/3% of all voting interests of the Units (for the purchase of Units at a foreclosure sale no Unit Owner approval is required); to make and collect Assessments and other charges against Unit Owners and to otherwise hold, regulate, administer, convey, lease, maintain, repair, replace and mortgage the Association Property, including the right to grant, modify or move easements which are part of or cross the Common Elements or Association Property.
- j) To employ personnel to perform the services required for the proper operation, maintenance, conservation, and use of the Condominium.

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

4.4 Distribution of Income; Dissolution. The Association shall make no distribution of income to its members, directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another not for profit corporation or a public agency or as otherwise authorized by the Florida Not For Profit Corporation Statute.

4.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the By-Laws and the Act, provided that in the event of conflict, the provisions of the Act shall control over those of the Declaration and By-Laws.

## **ARTICLE 5 MEMBERS**

5.1 Membership. The members of the Association shall consist of all of the record title owners of Units in the Condominium from time to time, and after termination of the Condominium, shall also consist of those who were members at the time of such termination, and their successors and assigns. New members shall deliver a true copy of the recorded deed or other instrument of acquisition of title to the Association.

- 5.2 Assignment. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit for which that share is held.
- 5.3 Voting. On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each Unit, which vote shall be exercised or cast in the manner provided by the Declaration and By-Laws. Any person or entity owning more than one Unit shall be entitled to one vote for each Unit owned.
- 5.4 Meetings. The By-Laws shall provide for an annual meeting of members, and may make provision for regular and special meetings of members other than the annual meeting.

## **ARTICLE 6 TERM OF EXISTENCE**

The date when corporate existence shall commence is the date of filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The duration (term) of the Association is perpetual.

## **ARTICLE 7 INCORPORATOR**

The name and address of the Incorporator of this Corporation is:

| <u>Name</u>          | <u>Address</u>                            | <u>Title</u> |
|----------------------|---|--------------|
| Joseph Mondelli, Sr. | 3239 N. State Rd. 7,<br>Margate, FL 33063 | President    |

  
Joseph Mondelli, Sr., President

4-26-06  
Date

## **ARTICLE 8 OFFICERS**

The affairs of the Association shall be administered by the Officers holding the offices designated in the By-laws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the members of the

Association and shall serve at the pleasure of the Board of Directors. The By-Laws may provide for the removal from office of officers, for filling vacancies and for the duties and qualifications of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

|                             | <u>Name</u>          | <u>Address</u>                            |
|-----------------------------|----------------------|---|
| <u>President:</u>           | Joseph Mondelli, Sr. | 3239 N. State Rd. 7,<br>Margate, FL 33063 |
| <u>Vice-President:</u>      | Joseph Mondelli, Jr. | 3239 N. State Rd. 7,<br>Margate, FL 33063 |
| <u>Secretary-Treasurer:</u> | Michelle Mondelli    | 3239 N. State Rd. 7,<br>Margate, FL 33063 |

## **ARTICLE 9 DIRECTORS**

- 9.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board consisting of the number of directors determined in the manner provided by the By-Laws, but which shall consist of not less than three (3) directors, and which shall always be an odd number. During Developer control, Directors need not be Unit Owners; provided, however, upon turnover, each Director, other than any Developer appointed or elected Director, shall be a Unit Owners.
- 9.2 Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners when such approval is specifically required.
- 9.3 Election; Removal. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by and subject to the qualifications set forth in the By Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.
- 9.4 Term of Developer's Directors. The Developer of the Condominium shall appoint the member of the first Board of Directors and their replacements who shall hold office for the periods described in the By-Laws.

- 9.5 First Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have taken office, as provided in the By-Laws, are as follows:

| <u>Name</u>          | <u>Address</u>                            |
|----------------------|---|
| Joseph Mondelli, Sr. | 3239 N. State Rd. 7,<br>Margate, FL 33063 |
| Joseph Mondelli, Jr. | 3239 N. State Rd. 7,<br>Margate, FL 33063 |
| Michelle Mondelli    | 3239 N. State Rd. 7,<br>Margate, FL 33063 |

#### **ARTICLE 10 INDEMNIFICATION**

Every Director and every Officer of the Association serving the Association at its request, shall be indemnified by the Association against all claims, damages, expenses and liabilities, including attorneys fees and costs, reasonably incurred by or imposed on the person in connection with any proceeding or any settlement of any proceeding to which the Officer or Director may be a party or in which the Officer or Director may become involved by reason of being, or by having been, an Officer or Director of the Association, or by reason of having served the Association at its request, whether or not he or she continues to serve as a Director or Officer or Member serving Association at the time the claims, damages, expenses or liabilities are incurred, except when the Officer, Director or Member serving Association is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided that in the event of a settlement before entry of judgment, the indemnification shall apply only when the Board of Directors approve the settlement and reimbursement as being in the best interest of the Association. This right of indemnification shall be in addition to and not exclusive of all other rights to which the Officer, Director or Member serving the Association may be entitled.

#### **ARTICLE 11 BYLAWS**

The Bylaws of this corporation shall be adopted by the Board of Directors and may be altered, amended, or rescinded by a majority vote of a quorum of all members voting in person or by proxy.



## **ARTICLE 12 AMENDMENTS**

Amendment of these Articles shall be proposed and adopted in the following manner:

- 12.1. Notice. Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in Chapter 617, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.
- 12.2. Adoption. Amendments shall be proposed and adopted in the manner provided in Chapter 617, Florida Statutes and in the Act (the latter to control over the former to the extent provided for in the Act).
- 12.3. Limitation. No amendment shall make any changes in the qualifications for membership, nor in the voting rights or property rights of members, nor any changes in Sections 4.3, 4.4 or 4.5 of Article 4, entitled "Powers", without the approval in writing of all members and the joinder of all record owners of mortgages upon Units. No amendment shall be made that is in conflict with the Act, the Declaration or the By-Laws, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Developer, or an affiliate, successor or assign of the Developer, unless the Developer shall join in the execution of the amendment. No amendment to this paragraph 12.3 shall be effective.
- 12.4. Developer Amendments. To the extent lawful, the Developer may amend these Articles consistent with the provisions of the Declaration, including, the Articles of the Declaration allowing certain amendments to be effected by the Developer alone.
- 12.5. Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the public records of Broward County, Florida.

**ARTICLE 13  
INITIAL REGISTERED OFFICE,  
ADDRESS AND NAME OF REGISTERED AGENT**

The initial registered office of this Corporation shall be at 3239 N. State Road 7, Margate, Florida, 33063 with the privilege of having its office and branch offices at other places within or without the State of Florida. The initial registered agent of the Corporation shall be Mittelberg & Nicosia, PA, 1700 University Drive, Suite 110, Coral Springs, Florida, 33071.

Having been named as Registered Agent to accept service of process for the above stated Corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.

\_\_\_\_\_  
Signature/Registered Agent

\_\_\_\_\_  
Signature/Incorporator

4/26/06  
\_\_\_\_\_  
Date

4-26-06  
\_\_\_\_\_  
Date

**FILED**

06 MAY - 1 PM 2:43

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA