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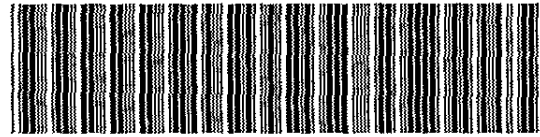
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2006 AUG 25 A 10:36  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

8-28-06  
wm

## COVER LETTER

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

**SUBJECT:** THE PERRIWINKLE PLACE 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:** BRADLEY B. EAVENSON, ESQUIRE  
Name (Printed or typed)

100 VILLAGE SQUARE CROSSING, SUITE 207  
Address

PALM BEACH GARDENS, FL 33410  
City, State & Zip

561-626-1011  
Daytime Telephone number

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

ARTICLES OF INCORPORATION  
OF

THE PERRIWINKLE PLACE CONDOMINIUM ASSOCIATION, INC.

(A Corporation Not For Profit Under  
the Laws of the State of Florida)

FILED  
2005 AUG 25 A 10:36  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

In order to form a corporation not for profit under and in accordance with the provisions of the laws of the State of Florida, the undersigned do hereby associate themselves into a corporation not for profit, and to that end by these ARTICLES OF INCORPORATION state:

ARTICLE 1

NAME

1.0 The name of this corporation shall be: THE PERRIWINKLE PLACE CONDOMINIUM ASSOCIATION, INC. (hereinafter referred to as the "**Association**").

ARTICLE 2

DEFINITIONS

2.0 The terms contained and used in these ARTICLES OF INCORPORATION shall have the same definitions and meanings as those set forth in the DECLARATION OF CONDOMINIUM OF THE PERRIWINKLE PLACE CONDOMINIUM, A CONDOMINIUM (hereinafter referred to as the "**DECLARATION**"), unless herein provided to the contrary or the context otherwise requires.

ARTICLE 3

PURPOSE

3.0 The purpose for which the Association is organized is to provide an entity in accordance with Chapter 718, Florida Statutes (hereinafter referred to as the "**Condominium Act**"), to operate THE PERRIWINKLE PLACE CONDOMINIUM, A CONDOMINIUM (hereinafter referred to as the "**Condominium**"), to be created by PERRIWAY CONVERSION, LLC, a Florida limited liability company (hereinafter referred to as the "**Developer**"), in accordance with the Condominium Act by the filing of a Declaration of Condominium with respect to certain property situate, lying and being in Palm Beach County, Florida, more particularly described in the DECLARATION.

## ARTICLE 4

### POWERS

4.0 The Association shall have the following powers:

4.1 The Association shall have all of the common law and statutory powers and privileges granted to corporations not for profit under the laws of the State of Florida, except where the same are in conflict with the DECLARATION, these ARTICLES, or the BY-LAWS of this Association which may be hereafter adopted. Furthermore, should the provisions of the DECLARATION, these ARTICLES, or the BY-LAWS of this Association be in conflict with the Condominium Act, then the Condominium Act shall control over any such conflicting provisions contained in the DECLARATION, these ARTICLES, or the BY-LAWS of this Association.

4.2 The Association shall have all of the powers reasonably necessary to implement and effectuate the purposes of the Association not otherwise expressly prohibited herein, including but not limited to the following:

(a) To make and amend reasonable rules and regulations for the maintenance, conservation, and use of the Condominium and for the health, comfort, safety, and welfare of Unit Owners.

(b) To levy and collect Assessments against members of the Association as provided for in the DECLARATION and the BY-LAWS of this Association. Without limiting the generality of the preceding sentence, such Assessments may be levied and collected for the purchase of insurance on the Condominium Property and insurance for the protection of the Association, its Officers, Directors, and members; to acquire, operate, lease, manage, and otherwise trade and deal with such property, whether real or personal, including Units in said Condominium, which may be necessary or convenient for the Operation and management of the Condominium, and generally, to accomplish the purposes set forth in the DECLARATION.

(c) To maintain, repair, replace, operate, and manage the Condominium Property, including the right to reconstruct improvements after casualty and the right to make further improvements to the Condominium Property.

(d) To contract for the management of the Condominium, and to delegate to the party with whom such contract has been entered into (who may be the Developer or an entity affiliated with the Developer) all of the powers and duties of the Association not otherwise expressly prohibited from being delegated by the DECLARATION, these ARTICLES, the BY-LAWS of this Association, or the laws of the State of Florida.

(e) To employ personnel to perform the services required for the proper operation of the Condominium.

(f) To enforce the provisions of said DECLARATION, these ARTICLES OF INCORPORATION, the BY-LAWS of the Association, and the RULES AND REGULATIONS governing the use of said Condominium.

(g) To exercise, undertake, and accomplish all of the powers, rights, duties, and obligations which may be granted to or imposed upon the Association pursuant to the DECLARATION and the Condominium Act.

(h) As may be provided by the DECLARATION, to acquire and enter into agreements whereby the Association acquires leaseholds, memberships, and other possessory or use interests in lands or facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation, or other use or benefit of the members.

(i) To approve or disapprove of the transfer, mortgage, ownership, leasing, and occupancy of Condominium Parcels.

(j) The irrevocable right of access to each Unit during reasonable hours, when necessary, for the maintenance, repair, or replacement of any Common Elements or for making emergency repairs necessary to prevent damage to the Common Elements or to another Unit or Units.

(k) To charge recipients for services rendered by the Association and the user for use of Association property where such is deemed appropriate by the Board of Directors of the Association and is permitted by law.

(l) To pay taxes and other charges, if any, on or against property owned or accepted by the Association.

(m) To borrow money and, from time to time, to make, accept, endorse, execute, and issue debentures, promissory notes, or other obligations of the Association for monies borrowed, in payment of property acquired or for any of the other purposes of the Association, and to secure the repayment of any such obligation by mortgage, pledge or other instrument of trust, or by lien upon, assignment of, or agreement in regard to all or any part of the property, rights, or privileges of the Association wherever situated.

(n) To buy, own, operate, lease, sell, trade, and mortgage both real and personal property, including, but not limited to, Condominium Parcels.

## **ARTICLE 5**

### **MEMBERS**

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

5.1 The record Owners of all Units in the Condominium and the Subscribers to these ARTICLES OF INCORPORATION shall be members of the Association, and no other persons or entities shall be entitled to membership, except as provided in Paragraph 5.4 herein.

5.2 Subject to the provisions of the DECLARATION and the BY-LAWS of this Association, membership shall be established by the acquisition of ownership of fee title to or fee interest in a Condominium Parcel in the Condominium, whether by conveyance, devise, judicial decree, or otherwise and by the recordation amongst the Public Records of Palm Beach County, Florida, of the deed or other instrument validly establishing such acquisition and designating the Condominium Parcel affected thereby, and by the delivery to the Association of a true copy of such deed or other instrument, and shall be terminated automatically upon his or her being divested of title to all Units owned by such member in the Condominium. Membership is nontransferable, except as an appurtenance to a Unit.

5.3 On all matters on which the membership shall be entitled to vote, each member shall have one vote for each Unit owned by such member. Such vote or votes may be exercised or cast by the Owner or Owners of each Unit in such manner as may be provided for in the BY-LAWS of this Association.

5.4 Until such time as the property referred to in Paragraph 3.0. hereof is submitted to Condominium ownership by the recordation of a declaration of condominium, the membership of the Association shall be comprised of the Subscribers to these ARTICLES, each of whom shall be entitled to cast one vote on all matters on which the membership shall be entitled to vote.

5.5 The BY-LAWS shall provide for an annual meeting of members, and may make provision for regular and special meetings of members in addition to the annual meeting.

## **ARTICLE 6**

### **TERM OF EXISTENCE**

6.0 The Association shall have perpetual existence.

## **ARTICLE 7**

### **ADDRESS**

7.0 The principal office of the Association shall be located at 1461 V.F.W. Parkway, West Roxbury, MA 02137. The Association may maintain offices and transact business in such other places, within or without the State of Florida, as may from time to time be designated by the Board of Directors.

## **ARTICLE 8**

### **DIRECTORS**

8.0 The affairs and property of the Association shall be managed and governed by a Board of Directors composed of not less than three (3) nor more than five (5) Directors. The first Board of Directors shall have three members, and the number of Directors on subsequent Boards will be determined from time to time in accordance with the provisions of the BY-LAWS of the Association. Directors need not be members of the Association.

8.1 Directors of the Association shall be elected at the annual meeting of the members in the manner determined by 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.

8.2 The Directors named in these ARTICLES shall serve until the first election of Directors, and any vacancies in their number occurring before the first election shall be filled by the remaining Directors or by the Developer as provided for in the BY-LAWS of this Association.

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

Michael Argiros  
1461 V.F.W. Parkway  
West Roxbury, MA 02137

Roger Moulin  
1461 V.F.W. Parkway  
West Roxbury, MA 02137

Karen Coffin  
1461 V.F.W. Parkway  
West Roxbury, MA 02137

## **ARTICLE 9**

### **OFFICERS**

9.0 The affairs of the Association shall be administered by the Officers of the Association holding the offices designated in the BY-LAWS. The Officers of the Association shall be elected by the Board of Directors 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. Officers need not be members of the Association. The BY-LAWS may provide for the duties of Officers, and for the removal from office of Officers and for the filling of vacancies. The names and addresses of the Officers who shall serve until their successors are designated by the Board of Directors, or until removed, are as follows:

Michael Argiros, President  
1461 V.F.W. Parkway  
West Roxbury, MA 02137

Roger Moulin, Treasurer  
1461 V.F.W. Parkway  
West Roxbury, MA 02137

Karen Coffin, Secretary  
1461 V.F.W. Parkway  
West Roxbury, MA 02137

## **ARTICLE 10**

### **SUBSCRIBERS**

10.0 The name(s) and address(es) of the Subscriber(s) to these ARTICLES OF INCORPORATION are as follows:

Perriway Conversion, LLC  
1461 V.F.W. Parkway  
West Roxbury, MA 02137



## ARTICLE 11

### BY-LAWS

11.0 The first BY-LAWS of the Association shall be adopted by a majority vote of the Board of Directors of the Association and, thereafter, such BY-LAWS may be altered, amended, or rescinded only as follows:

11.1 A resolution adopting a proposed amendment to the BY-LAWS may be proposed by either the Board of Directors acting upon a vote of the majority of the Directors, or by the members of the Association owning a majority of the Units in the Condominium, whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to the BY-LAWS being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association or other Officer of the Association in the absence of the President, who shall thereupon call a special meeting of the members of the Association for a date not sooner than 20 days nor later than 60 days from receipt by him of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each member written or printed notice of such special meeting, stating the time and place thereof, and describing or reciting the proposed amendment or amendments as required by the Condominium Act, which notice shall be mailed not less than 14 days nor more than 30 days before the date set for such special meeting. Such notice shall also be posted in a conspicuous place on the Condominium Property not less than 14 days nor more than 60 days prior to the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States Mail, addressed to the member at his post office address as it appears on the records of the Association, the postage thereon being prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting, the amendment or amendments proposed must be approved by Owners of not less than two thirds voting interests in the Units in the Condominium in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments to the BY-LAWS shall be transcribed and certified by the President and Secretary of the Association as having been duly adopted and the original or an executed copy of such amendment or amendments so certified and executed with the same formalities as a deed shall be recorded in the Public Records where the DECLARATION is recorded within 20 days from the date on which the same became effective, such amendment or amendments to specifically refer to the recording data identifying the DECLARATION. Thereafter, a copy of said amendment or amendments in the form in which the same were placed of record shall be delivered to the Owners of all of the Units, but delivery of a copy thereof shall not be a condition precedent to the effectiveness of such amendment or amendments. At any meeting held to consider such amendment or amendments, the written vote of any member of the Association shall be recognized, if such member is not in attendance at such meeting or represented there by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

11.2 Notwithstanding anything to the contrary hereinabove set forth, no amendment of the BY-LAWS which shall abridge, modify, eliminate, prejudice, limit, amend, or alter the rights of the Developer as set forth in the DECLARATION may be adopted or become effective without the prior written consent of the Developer. No amendment shall be made that is in conflict with these ARTICLES OF INCORPORATION or the DECLARATION or the Condominium Act.

## ARTICLE 12

### INDEMNIFICATION

12.0 Indemnity. The Association shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending, or contemplated action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact that such person is or was a Director, Officer, employee, or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding, provided such person acted in good faith and in a manner reasonably believed by him or her to be in, or at least not opposed to, the best interest of the Association and, with respect to any criminal action or proceeding, such person had no reasonable cause to believe his or her conduct was unlawful; except, no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable because of gross negligence or willful misfeasance or malfeasance in the performance of his or her duties to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such court shall deem proper. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or at least not opposed to, the best interest of the Association and, with respect to any criminal action or proceeding, such person had no reasonable cause to believe that his or her conduct was unlawful.

12.1 Expenses. To the extent that a Director, Officer, employee, or agent of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Paragraph 12.0 hereof, or in defense of any claim, issue, or matter therein, such person shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

12.2 Approval. Any indemnification under Paragraph 12.0 hereof (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Director, Officer, employee, or agent is proper in the

circumstances because such person has met the applicable standard of conduct set forth in such Paragraph 12.0 hereof. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit, or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable, a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion, or (c) by a majority of the members of the Association.

12.3 Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Association in advance of the final disposition of such action, suit, or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the Director, Officer, employee, or agent to repay such amount unless it shall ultimately be determined that such person is entitled to indemnification by the Association as authorized in this Article.

12.4 Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which such person seeking indemnification may be entitled under any BY-LAW, agreement, vote of the members of the Association, or otherwise, both as to action in his or her official capacity while holding such office, as well as continuing as to such a person after he or she has ceased to be a Director, Officer, employee, or agent. Such indemnification shall inure to the benefit of the heirs, personal representatives, and administrators of such person.

12.5 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee, or agent of the Association, or is or was serving at the request of the Association as a Director, Officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against such person and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify such person against such liability under the provisions of this Article.

## ARTICLE 13

### AMENDMENTS

13.0 Amendments to these ARTICLES OF INCORPORATION may be proposed by the Board of Directors of the Association acting upon a vote of the majority of the Directors, or by the members of the Association owning not less than 2/3 of the Units in the Condominium, whether meeting as members or by instrument in writing signed by them. Upon any Amendment or Amendments to the ARTICLES OF INCORPORATION being proposed by said Board of Directors, or members, such proposed Amendment or Amendments shall be transmitted to the President of the Association or, in the absence of the President, such other Officer of the Association who shall thereupon call a special meeting of the members of the Association for a date not sooner than 20 days nor later than 60 days from receipt by him or her of the proposed Amendment or Amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such special meeting, stating the time and place thereof, and reciting

the proposed Amendment or Amendments in reasonably detailed form, which notice shall be mailed not less than 14 days nor more than 30 days before the date set for such special meeting. Such notice shall also be posted in a conspicuous place on the Condominium Property not less than 14 days nor more than 60 days prior to the date set for such meeting. If mailed, such notice shall be deemed to have been given when deposited in the United States mail addressed to the member at his post office address as it appears on the records of the Association, the postage thereon prepaid. Any member may waive such notice, by written waiver of notice. And, when such waiver of notice is filed in the records of the Association (whether before or after the holding of the meeting), it shall be deemed equivalent to the giving of such notice to such member. At such meeting, the Amendment or Amendments proposed must be approved by an affirmative vote of the members owning not less than 2/3 of the voting interests in the Units in the Condominium represented at any meeting at which a quorum has been obtained in order for such Amendment or Amendments of the ARTICLES OF INCORPORATION to be transcribed and certified by the President and Secretary of the Association as having been duly adopted and the original or an executed copy of such Amendment or Amendments so certified and executed with the same formalities as a deed shall be filed with the Secretary of State of Florida and also recorded in the Public Records of Palm Beach County within 20 days from the date on which the same became effective, such Amendment or Amendments to refer specifically to the recording data identifying the DECLARATION. Thereafter, a copy of said Amendment or Amendments in the form in which the same were placed of record by the Officers of the Association shall be mailed or delivered to all of the Owners of all Units, but mailing or delivering a copy thereof shall not be a condition precedent to the effectiveness of such Amendment or Amendments. At any meeting held to consider such Amendment or Amendments, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

13.1 Notwithstanding the foregoing provisions of this Article, no amendment of these ARTICLES OF INCORPORATION shall make any change in the qualifications or membership nor in the voting interests or property rights of members, without approval in writing by all members and the joinder of all mortgagees of record. No amendment of these ARTICLES OF INCORPORATION shall abridge, limit, amend, or alter the rights, privileges, powers, or options of the Developer as set forth in the aforesaid DECLARATION, without the prior written consent of the Developer.

## **ARTICLE 14**

### **ASSOCIATION ASSETS**

14.0 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 such member's Unit. The funds and assets of the Association shall belong solely to the Association subject to the limitation that the same be expended, held, or used for the benefit of the membership and for the purposes authorized herein, in the DECLARATION, and in the BY-LAWS of this Association.

## ARTICLE 15

### **TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED**

15.0 No contract or transaction between the Association and one or more of its Directors or Officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or Officers are directors or officers, or have a financial interest, shall be invalid, void, or voidable solely for this reason, or solely because the Director or Officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because his or her or their votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact he or she is or may be interested in any such contract or transaction.

15.1 The Association shall be free to contract with the Developer, its directors and officers, and any other corporation in which any of them are interested.

15.2 Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized such a contract or transaction.

## ARTICLE 16

### **INITIAL REGISTERED OFFICE ADDRESS AND NAME OF REGISTERED AGENT**

16.0 The street address of the initial registered office of the Association is 100 Village Square Crossing, Suite 207, Palm Beach Gardens, FL 33410, and the initial registered agent of the Association at that address is Bradley B. Eavenson, Esquire.

IN WITNESS WHEREOF, the Subscriber has affixed its signature this 17 day of August, 2006.

PERRIWAY CONVERSION, LLC

Michael Argiros (SEAL)  
By: Michael Argiros  
Its: Managing Member

STATE OF Massachusetts )  
COUNTY OF Middlesex ) ss.:

The foregoing instrument was acknowledged before me this 17 day of August, 2006, by Michael Argiros, as Managing Member of Perriway Conversion, LLC, a Florida limited liability company, who is personally known to me or who has produced Massachusetts Driver's License as identification.

OFFICIAL NOTARIAL SEAL

Bonnie J. Kinsman

(type, print, or stamp name)  
Notary Public

Commission No. \_\_\_\_\_

My Commission Expires:

Bonnie J. Kinsman  
Notary Public  
My Commission Expires December 14, 2012  
Commonwealth of Massachusetts



**ACCEPTANCE OF DUTIES AND OBLIGATIONS  
BY REGISTERED AGENT**

The undersigned, having been appointed registered agent to accept service of process at the address set forth below for THE PERRIWINKLE PLACE CONDOMINIUM ASSOCIATION, INC. hereby agrees to act in this capacity, and to comply with the provisions of all statutes relative to the proper and complete performance of his duties, and acknowledges that he is familiar with and accepts the duties and obligations as registered agent for THE PERRIWINKLE PLACE CONDOMINIUM ASSOCIATION, INC.



Bradley B. Eavenson, Esquire, as  
Registered Agent

Dated: 8/17, 2006

Address:

100 Village Square Crossing  
Suite 207  
Palm Beach Gardens, FL 33410

**FILED**

2006 AUG 25 A 10:37

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA