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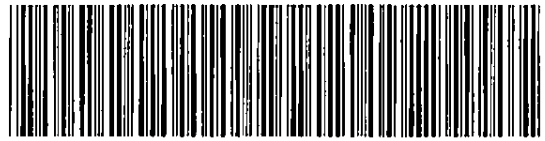
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FLORIDA DEPARTMENT OF STATE
Division of Corporations

March 1, 2024

STEVEN G. RAPPAPORT, ESQ
6111 BROKEN SOUND PARKWAY NW, SUITE 200
BOCA RATON, FL 33487

SUBJECT: MARLIN COMMERCE CENTER CONDOMINIUM ASSOCIATION,
INC.
Ref. Number: N11000004641

We have received your document for MARLIN COMMERCE CENTER CONDOMINIUM ASSOCIATION, INC. and your check(s) totaling \$35.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

You may not file both an amendment and an amended and restated. You may file one or the other.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Morgan E Lovett
Regulatory Specialist II

Letter Number: 724A00004604

**ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION FOR
MARLIN COMMERCE CENTER CONDOMINIUM
ASSOCIATION, INC.**

Pursuant to the provision of Chapter 617 and 720 of the Florida Statutes, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation.

FIRST: The Amendments adopted are attached as Exhibit "A".

SECOND: On January 8, 2024, the above Amendment was adopted by the members and the number of votes cast for the amendment was sufficient for approval.

DATED: February 8, 2024.

**MARLIN COMMERCE
CENTER CONDOMINIUM
ASSOCIATION, INC.**

By: Robert C. Horne
Robert C. Horne, President

By: Frank W. Zallo
Frank W. Zallo III, Secretary



CINDY HASTINGS
Commission # HH 049309
Expires September 30, 2024
Bonded Thr. Budget Notary Services

Cindy Hastings

AMENDED AND RESTATED ARTICLES OF INCORPORATION OF

Marlin Commerce Center Condominium Association, Inc.

(A Florida Corporation Not For Profit)

In order to form a corporation under the provisions of Chapter 617 of the laws of the State of Florida for the formation of corporations not for profit, the undersigned Incorporator, a ~~member of Marlin Industrial Park Associates, LLC (the "Developer")~~, hereby creates a corporation for the purposes and with the powers hereinafter mentioned.

ARTICLE I NAME

The name of the corporation shall be Marlin Commerce Center Condominium Association, Inc.

ARTICLE II DEFINITIONS

Unless the context shall mean otherwise, the terms used herein and in the By-Laws shall have the same meaning, if any, as that ascribed to them in the Declaration of Condominium of Marlin Commerce Center Condominium Association, Inc., recorded or to be recorded in the Public Records of Palm Beach County, Florida.

ARTICLE III PURPOSE/LAND

The purposes and objects of the Association shall be to serve as an entity pursuant to the Condominium Act, and to administer the operation and management of the Association, to be established in accordance with the Condominium Act by the recording of the Declaration with respect to the following described property, situate, lying and being in Palm Beach County, Florida:

Lots 12, 13, 14 and 15, of Plat of Marlin Industrial Park (a P.I.D.), according to the Plat thereof as recorded in Plat Book 53, Page 168 through 170, Public Records of Palm Beach County, Florida.

and to undertake the performance of the acts and duties incident to and administration of the operation and management of the Condominium in accordance with the terms, provisions, conditions and authorizations contained in these Articles of Incorporation, the Bylaws, and the Declaration; and to own, operate, lease, sell, trade and otherwise deal with the Condominium Property, whether real or personal, as may be necessary or convenient in the administration of the Condominium. The Association shall be conducted as a non-profit organization for the benefit of its members, and the Association shall make no distributions of income to its members, directors or officers.

ARTICLE IV POWERS

The Association shall have the following powers:

1. The Association shall have all of the common law and statutory powers and privileges of a corporation not for profit under the laws of the state of Florida that are not in conflict with the terms of these Articles, the Declaration, the Bylaws, or the Florida Condominium Act, as it presently exists.

2. The Association shall have all of the powers set forth in the Florida Condominium Act and all of the powers and duties reasonably necessary to operate the Condominium pursuant to these Articles, the Declaration, and the Bylaws as they may be amended.

3. Additionally, the Association shall have the following powers:

(a) To make and establish reasonable rules and regulations governing the use of Units and Common Elements of the Condominium, as such terms are defined in the Declaration of Condominium.

(b) To buy, sell, lease, mortgage or otherwise deal with any and all property, whether real or personal.

(c) To levy and collect assessments against members of the Association to defray the Common Expenses of the Condominium as provided in the Declaration of Condominium and the Bylaws of this Association which will be adopted by the Association, including, without limitation, the right to levy and collect assessments for the purposes of acquiring, operating, leasing, managing and otherwise trading and dealing with such property, whether real or personal, including Units in the Condominium.

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

(e) To contract for the management of the Condominium and to delegate to such contractor all of the powers and duties of the Association except those which may be required by the Declaration of Condominium to have approval of the Board of Directors or Members of the Association.

(f) To enforce the provisions of the Declaration of Condominium, these Articles, the Bylaws, and the Rules as may be hereafter established pertaining to the use of the Condominium.

(g) To approve or disapprove the transfer, lease, mortgage and ownership

of Units as may be provided by the Declaration of Condominium and by the Bylaws.

(h) To execute, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Association pursuant to the Declaration of Condominium.

(i) To hold all funds and all property acquired by the Association, and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles and the Bylaws.

(j) To borrow money at such rates of interest as the Corporation may determine and secure its obligations by mortgage and pledge of all or any of its property, franchises or income.

ARTICLE V

MEMBERS

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

1. The record Owner or Owners of each Unit in the Condominium shall be members of the Association, and no other persons or entities shall be entitled to membership except as provided in Section 5 of this Article V.

2. Membership shall be acquired by recording in the Public Records of Palm Beach County, Florida, a deed or other instrument establishing record title to a Unit in the Condominium, the Owner designated by such instrument thus becoming a member of the Association, and the membership of any prior Owner shall terminate; provided, however any party who owns more than one Unit shall remain a member of the Association so long as it retains title to or a fee ownership interest in any Unit.

3. The interest 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 its 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 purpose authorized herein, in the Declaration of Condominium, and the Bylaws.

4. On all matters on which membership shall be entitled to vote, there shall be only those Voting Interests for each Unit as set forth in the Declaration of Condominium, notwithstanding the fact that a Unit is owned by more than one person; and such Voting Interest(s) may be exercised by the Owner(s) of each Unit in such manner as may be provided in the Bylaws. Should any Owner(s) own more than one Unit, such Owner(s) shall be entitled to exercise or cast as many votes as are allocated in the Declaration of Condominium to the particular Unit(s) owned, in the manner provided by the Bylaws.

~~5. — Until such time as the Property shall be submitted to the condominium form ownership by the recordation of a Declaration of Condominium, the membership of the Association shall be comprised of the initial directors named in these Articles.~~

ARTICLE VI
EXISTENCE

The Association shall have perpetual existence.

ARTICLE VII
INITIAL REGISTERED OFFICE, AGENT AND ADDRESS

The principal office of the Association shall initially be located at the Condominium Property in Palm Beach County, Florida. The Board of Directors may from time to time relocate the principal office of the Association, provided however, such location and the location of all records of the Association are within the State of Florida.

ARTICLE VIII
DIRECTORS

1. The affairs of the Association shall be managed by a Board of Directors. The number of persons which will constitute the entire Board of Directors shall be as determined in the Bylaws ~~not be less than three (3) nor more than five (5). Unit Owners other than the Developer shall be entitled to elect Directors pursuant to Section 718.301(1) of the Condominium Act. After the Developer ceases to own any Units in the Condominium, all directors shall be elected by Unit Owners.~~

~~2. — The names and addresses of the persons who shall serve on the initial Board of Directors are:~~

Name

Address

~~Stephen Albanese — 1653 S. E. 6th Street Deerfield Beach, FL 33441~~

~~Gerald Macera — P.O. Box 810052, Boca Raton, FL 33481~~

~~Bethany Macera — P.O. Box 810052, Boca Raton, FL 33481~~

ARTICLE IX

OFFICERS

The affairs of the Association shall be administered by the officers in accordance with the Bylaws. The president and such other officers and assistant officers as the Board of Directors may from time to time designate shall constitute the officers of the Association. 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. ~~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>Office</u> | <u>Address</u> |
|-------------|----------------------------|---|
| Gerald | President & Secretary | P.O. Box 810052 Boca Raton, FL 33481 |
| Maccera | Vice President & Treasurer | 1653 S. E. 6th Street Deerfield Beach, FL 33441 |
| Stephen | | |
| Albanese | | |

ARTICLE X

BYLAWS

The Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded as provided in the Bylaws.

ARTICLE XI

LIMITATION OF LIABILITY OF OFFICERS AND DIRECTORS

1. The Directors and the Officers of the Association ("Directors" and "Officers" respectively) shall not be personally liable for:

A. The failure of any service obtained by the Board of Directors and paid for by the Association, or for injury or damage to persons or property caused by the Common Elements, the Limited Common Elements, a Unit Owner, a person in the Condominium, or resulting from electricity, gas, water, rain, dust, or sand on the Property unless the injury or damage has been caused by the willful misconduct or gross negligence of the Association;

B. A mistake of judgment, whether negligently or otherwise made in the performance of their duties, unless the mistake was due to the Directors or Officers willful misconduct or gross negligence;

C. A contract entered into on behalf of the Board of Directors or Association in the performance of their duties;

D. Loss or damage caused by theft of or damage to personal property in or on the Common Elements or Limited Common Elements unless due to the Directors' or Officers' own willful misconduct or gross negligence;

E. For a tort direct or imputed by virtue of acts performed by or for them, except when due to the Directors' or Officers' own willful misconduct or gross negligence in the performance of their duties; and

F. Damages (i) arising out of the use, misuse, or condition of a building, or (ii) that may in any way be assessed against or imputed to the Directors or Officers as a result of or by virtue of their performance of their duties, except due to the Directors' or Officers' own willful misconduct or gross negligence.

2. Each Director, ~~and Officer and committee member~~, in her/his capacity as a Director, ~~and Officer and committee member~~, or both, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, incurred by or imposed upon her/him in connection with any proceeding in which she/he may become involved by reason of

her/his being or having been a Director, ~~and Officer or committee member~~, or a settlement of proceedings, whether or not she/he is a Director, ~~and Officer or committee member~~, or both, at the time expenses are incurred except in cases in which the Director, ~~and/or Officer or committee member~~ is adjudged guilty of willful misconduct or gross negligence in the performance of her/his duties; provided that in the event of a settlement, this indemnification shall apply only if and when the Board of Directors (with the affected Director abstaining if she/he is then a Director) approves the settlement and reimbursement as being in the best interests of the Association. This indemnification shall be paid by the Association on behalf of the Unit Owners and assessed and collectable as a Common Expense. This right of indemnification shall not be deemed exclusive of any other rights to which a Director and/or Officer may be entitled to as a matter of law, agreement, or vote of the Unit Owners or otherwise.

ARTICLE XII

AMENDMENTS TO ARTICLES

~~1. Prior to the conveyance of a Unit by the Developer, these Articles may be amended only by an instrument in writing signed by the Developer.~~

~~2~~ 1. After the conveyance of a Unit by the Developer, ~~These~~ Articles may be amended in the following manner:

A. An amendment may be proposed by either (i) at least one (1) Member of the Board of Directors, or (ii) at least fifty per cent (50%) the Members, and notice of the subject matter of the proposed amendment shall be set forth in the notice of the meeting at which time the proposed amendment shall be considered.

B. For the proposed amendment to be approved, (i) at least ~~three-quarters~~ (3/4) a majority of the Voting Members present at a meeting at which a quorum is present, and (ii) at least ~~three-quarters~~ (3/4) a majority of the Directors present at a meeting at which a quorum is present must vote in favor of the proposed amendment.

C. Notwithstanding anything to the contrary in these Articles of Incorporation, these Articles shall not be amended in any manner that would abridge, amend, or alter the rights or priorities of ~~either an Institutional Mortgagee or of the Developer~~ that are contained in any of the Governing Documents, without the written consent of the affected Institutional Mortgagee(s) ~~or the Developer, as applicable.~~

D. An instrument amending the Articles shall identify the particular section(s) being amended, give the exact language of the amendment, and be certified by the Secretary of State of the state of Florida. A certified copy of the amendment shall be attached to a certified copy of these Articles, and a copy of each certified amendment shall be recorded in the Public Records of Palm Beach County, Florida.

ARTICLE XIII

INCORPORATOR

The name and address of the Incorporator of this corporation is as follows:

Name

Address

Stephen Albanese

1653 S. E. 6th Street Deerfield Beach, FL 33441

The street address of the corporation's initial registered office and the name of its initial registered agent at that address are:

Name

Address

Larry Glickman, Esq.

301 Yamato Road, Suite 4150 Boca Raton, Florida 33431

This Association shall have the right to change such registered agent and office from time to time as provided by law.

ARTICLE XIV CONFLICTS

In the event of conflict among any of the Governing Documents, the Declaration shall take precedence over the Articles, Bylaws, and applicable rules and regulations; the Articles shall take precedence over the Bylaws and applicable rules and regulations; and the Bylaws shall take precedence over the applicable rules and regulations.

Dated this ____ day of ____ 2020.

Registered Agent