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J. Shivers NOV 16 2011

ARTICLES OF INCORPORATION
OF
PINEAPPLE GROVE OFFICE
CONDOMINIUM ASSOCIATION, INC.

The undersigned incorporator, by these Articles, forms a corporation not for profit pursuant to Chapter 718 of the laws of the State of Florida, and adopts the following Articles of Incorporation:

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ARTICLE 1
NAME AND ADDRESS

The name of the corporation shall be PINEAPPLE GROVE OFFICE CONDOMINIUM ASSOCIATION, INC. 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." The principal place of business and mailing address of the Association shall be 101 Pugliese's Way, Delray Beach, Florida 33444 or such other place as may be subsequently designated by the Board of Directors.

ARTICLE 2
PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act, Chapter 718 of Florida Statutes ("Act") to operate the condominium located in Palm Beach County, Florida ("Condominium") to be known as PINEAPPLE GROVE OFFICE CONDOMINIUM.

The Association is not organized for profit and no part of the net earnings, if any, shall inure to the benefit of any Member or other Person.

ARTICLE 3
DEFINITIONS

The capitalized terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration of Condominium of the Condominium ("Declaration") to be recorded in the Public Records of Palm Beach County, Florida, unless provided to the contrary in these Articles, or unless the context otherwise requires. The term "Person" shall include individuals, corporations, partnerships, trusts, limited liability companies and other legal entities.

ARTICLE 4
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 wider 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. In addition to, and not in limitation of, the powers described in Section 4.1, the Association shall have all of the powers and duties set forth in the Act except as limited by these Articles, the By-Laws and the Declaration, and all of the powers and duties reasonably necessary to operate the Condominium and to exercise such powers, duties and obligations described in the Declaration, as it may be amended from time to time, including, but not limited to, the following:
 - (a) To make and collect Assessments and other charges against Owners, and to use the proceeds in the exercise of its powers and duties.

- (b) To acquire, buy, own, operate, lease, sell, trade and mortgage both real and personal property as may be necessary or convenient in the administration of the Condominium.
 - (c) To maintain, repair, replace, reconstruct, add to and operate the Common Elements of the Condominium Property, and other property acquired or leased by the Association for use: by Owners.
 - (d) At the request of the Owners, to purchase insurance upon the Condominium Property and insurance for the protection of the Association, its officers, directors and Members as Owners.
 - (e) To execute all documents or consents, on behalf of the Owners (and their mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unities of title, covenants in lieu thereof), and in that regard, each Owner, by acceptance of the deed to such Owner's Unit, appoints and designates the Board of Directors as such Owner's agent and attorney-in-fact to execute, any and all such documents or consents.
- 4.3 Property. All funds and the titles of 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. 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 public agency.
- 4.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of these Articles, the Declaration, the By-Laws and the Act provided that in the event of any conflict, the provisions of the Act shall control over the Declaration, these Articles and the By-Laws.

ARTICLE 5 MEMBERS

- 5.1 Membership. The members of the Association ("Members") shall consist of all of the record Owners from time to time of Units in the Condominium, and, after termination of the Condominium, all record Owners at the time of such termination and their successors and assigns. In the event either Unit is subjected to a subordinate condominium regime composed solely of a Unit then the association governing such subordinate regime shall be deemed the Member of the Condominium and the Owner for purposes of exercising the rights of an Owner under the Condominium documents.
- 5.2 Voting. On all matters upon which the Members shall be entitled to vote, the Owner of the Unit 1 shall have one vote and the Owner of the Unit 2 shall have one vote. The votes shall be exercised or cast in the manner provided by the Condominium Documents.
- 5.3 Meetings of Members. The By-Laws shall provide for an annual meeting of Members, make provision for regular and special meetings of Members other than the annual meeting and set the quorum requirements for meetings of the Members.
- 5.4 No Transfer or Hypothecation. No Owner may assign, hypothecate or transfer in any manner membership in the Association or the funds and assets of the Association except as an appurtenance to such Owner's Unit.
- 5.5 Loss of Membership. A Member who conveys or loses title to the Member's Unit by sale, gift, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, no longer be a Member with respect to such Unit and shall lose all rights and privileges of a Member resulting from ownership of such Unit.

ARTICLE 6
DIRECTORS

Directors shall be appointed as stated in the Bylaws.

ARTICLE 7
TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE 8
INCORPORATOR

The name and address of the Incorporator of the Association is Doug Marek, 101 Pineapple Grove Way, Delray Beach, Florida 33444.

ARTICLE 9
INDEMNIFICATION

- 9.1 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 (collectively "Action"), by reason of the fact that he or she is or was a director, employee, officer or agent of the Association (collectively "Association Person"), against expenses (including attorneys' fees and appellant attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the Association Person in connection with such Action, if the Association Person acted in good faith and in a manner the Association Person reasonably believed to be in, or not opposed to, the best interests of the Association and with respect to any criminal action or proceeding, had no reason to believe the Association Person's conduct was unlawful. The Association shall not, however, indemnify any Association Person as to matters to which the Association Person shall be finally adjudged in any such Action to be liable for gross negligence or gross misconduct in the performance of the Association Person's duty. The termination of any Action by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption of gross negligence or gross misconduct. The foregoing right of indemnification shall be in addition to any other rights to which an Association Person may be entitled as a matter of law or otherwise.
- 9.2 Expenses. To the extent that an Association Person has been successful on the merits or otherwise in defense of any Action, or in defense of any claim, issue or matter regarding such Action, the Association Person shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred in such Action.
- 9.3 Approval. Any indemnification under Section 8.1 (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 Association Person is proper under the circumstances because the Association Person has met the applicable standard of conduct set forth in Section 8.1. 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, or (b) if such quorum is not obtainable, or, even if obtainable, if a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion, or by a majority of the Members.

- 9.4 Advances. Expenses incurred in defending an Action may be paid by the Association in advance of the final disposition of such Action, as authorized by the Board of Directors in any specific case upon receipt of an undertaking by or on behalf of the Association Person to repay such amount unless it shall ultimately be determined that the Association Person is entitled to be indemnified by the Association as authorized in this Article 8.
- 9.5 Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-law, agreement, vote of Members or otherwise, and shall continue as to a person who has ceased to be an Association Person and shall inure to the benefit of the heirs and personal representatives of such person.
- 9.6 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was an Association Person 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 him or her 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 him or her against such liability under the provisions of this Article.

ARTICLE 10 BY-LAWS

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded by the Directors and Members in the manner provided in the By-Laws and the Declaration.

ARTICLE 11 AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

- 11.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.
- 11.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by any Member of the Association. Directors and Members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing the approval is delivered to the Secretary at or prior to the meeting. The approvals must be:
- (a) by not less than the votes of all of the Members represented at a meeting; or
 - (b) by not less than 75% of the Board of Directors.
- 11.3 Limitation. *No amendment shall make any changes in: the qualifications of membership; the voting rights or property rights of Members; Sections 4.3, 4.4 or 4.5 of Article 4, entitled "Powers"; or this Section 11.3, without in each case, 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. No amendment to these Articles shall be made which adversely affects the rights of Institutional Mortgagees without the prior written consent of a majority of holders of mortgages on the Units held by Institutional Mortgagees.*
- 11.4 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 Palm Beach County, Florida.

ARTICLE 12
OFFICE; REGISTERED AGENT

The initial registered office of the Association shall be 101 Pugliese's Way, Delray Beach, Florida 33444, 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 Joseph Reamer.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation as incorporator as of the 10th day of November 2011.



Doug Marek, Incorporator

ACCEPTANCE OF APPOINTMENT AS REGISTERED AGENT

The undersigned, who has been designated in the foregoing Articles of Incorporation as registered agent for the corporation, agrees that: (i) he accepts such appointment as registered agent and will accept service of process for and on behalf of said corporation, and (ii) he is familiar with and will comply with any and all laws relating to the complete and proper performance of the duties and obligations of a registered agent of a Florida corporation.

Dated as of November 10, 2011.



Joseph Reamer, Registered Agent

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