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Division of Corporations

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**FLORIDA PROFIT/NON PROFIT CORPORATION
GARDENS ON MILLENIA OWNERS ASSOCIATION, INC.**

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**ARTICLES OF INCORPORATION
OF
GARDENS ON MILLENIA OWNERS ASSOCIATION, INC.
(A Florida Corporation Not For Profit)**

In order to form a corporation not for profit under and in accordance with the provisions of Chapter 617 of the Florida Statutes, the undersigned hereby incorporates this corporation not for profit for the purposes and with the powers hereinafter set forth and, to that end, by these Articles of Incorporation, certifies as follows:

**ARTICLE I
DEFINITIONS**

Capitalized terms used and not otherwise defined in these Articles shall have the meanings ascribed to such terms in that certain Construction, Operation and Reciprocal Easement Agreement ("REA Agreement") to be recorded in the Public Records of Orange County, Florida.

**ARTICLE II
NAME**

The name of this corporation shall be GARDENS ON MILLENIA OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation. For convenience, the corporation shall be herein referred to as the Association, whose present address is 401 East Las Olas Boulevard, Suite 800, Fort Lauderdale, Florida 33301.

**ARTICLE III
PURPOSE**

The purpose for which the Association is organized is to take title to, operate, administer and maintain the "Project" in accordance with the terms, provisions and conditions contained in the REA Agreement and to carry out the covenants and enforce the provisions as set forth in the REA Agreement and to operate and otherwise deal with the Project as set forth in the REA Agreement.

**ARTICLE IV
POWERS**

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

A. The Association shall have all of the common law and statutory powers of a corporation not for profit, which are not in conflict with the terms of the REA Agreement or Bylaws of the Association.

B. The Association shall have all of the powers granted to the Association in the REA Agreement. All of the provisions of the REA Agreement and Bylaws are incorporated into these

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Articles for the purpose of establishing the Association's powers necessary for it to act as contemplated by the REA Agreement.

C. The Association shall have all of the powers reasonably necessary to implement its purpose, including, but not limited to, the following:

1. To perform any act required or contemplated by it under the REA Agreement;
2. To make, establish, amend abolish (in whole or in part) and enforce reasonable rules and regulations governing the use of the Project;
3. To make, levy and collect Assessments for the purpose of obtaining funds from its Members to pay Critical Common Area expenses and other costs defined in the REA Agreement and costs of collection, and to use and expend the proceeds of such Assessments in the exercise of its powers and duties of the Association;
4. To maintain, repair, replace and operate certain of the Project in accordance with the REA Agreement;
5. To enforce by legal means the obligations of the membership of the Association and the provisions of the REA Agreement;
6. To retain independent contractors and professional personnel and enter into service and management contracts to provide for the maintenance, operation, management and administration of the Project and to enter into any other agreements consistent with the purposes of the Association;
7. To provide, to the extent deemed necessary by the Voting Representatives, any and all services and do any and all things which are incidental to or in furtherance of things listed above or to carry out the Association mandate to keep and maintain the Project in a proper and aesthetically pleasing condition;
8. To borrow money and to obtain such financing as is necessary to maintain, repair and replace the Project in accordance with the REA Agreement and the Bylaws and, as security for any such loan, to collaterally assign the Association's right to collect and enforce Assessments against the Owners levied for the purpose of repaying any such loan;
9. To enter into agreements with the Owners to provide management-type services to such Owners and perform any of the responsibilities of such Owners as set forth in the REA Agreement for which they are responsible; and
10. To enter into agreements with Owners.

ARTICLE V MEMBERS AND VOTING

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

- A. The membership of the Association shall be comprised of the Owners.
- B. Developer shall be a Member of the Association until it no longer owns any portion of the Project. Every individual or entity who is a record Owner of a Parcel other than Developer shall become a Member effective upon and as of the date such individual or entity takes title to a Parcel.

C. The Developer shall be the sole and exclusive Voting Representative and Developer is entitled to exercise one hundred percent (100%) of the Voting Rights of the Association until such time ("Turnover") which is the earlier (i) of the Developer electing in writing to relinquish its 100% Voting Rights by delivery of such written notice of relinquishment of its 100% Voting Rights to the Association, whereupon such Developer shall have the same Voting Rights as the other Members of the Association, or (ii) such time as Developer no longer owns any Parcel. The term "Voting Representative" shall mean (i) the Developer until Turnover, and (ii) after Turnover, the Voting Representative(s) appointed by each Member ("Voting Representative").

In the event any Member (other than Developer) transfers its Parcel, then such transferee shall be entitled to appoint the Voting Representative for such Parcel. The Voting Representative appointed by each Member shall serve as the Voting Representative for such Owner until its successor is duly appointed by the Member owning such Parcel and written notice of such designation provided to the Association. All decisions of the Association shall be made by the Developer until Turnover and thereafter by the Voting Representative(s) having the Voting Rights. The Association shall have no board of directors.

- E. No Member may assign, hypothecate or transfer in any manner its membership in the Association except as an appurtenance to its Parcel.

F. Any Member who conveys or loses title to a Parcel by sale, gift, devise, bequest, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, no longer be a Member with respect to such Parcel and shall lose all rights and privileges of a Member resulting from ownership of such Parcel. Upon any transfer of title to the parcel as aforesaid, such transferee shall obtain the rights and privileges of a Member resulting from the ownership of such Parcel.

ARTICLE VI TERM

The term for which this Association is to exist shall be perpetual. In the event of dissolution of the Association (unless same is reinstated), other than incident to a merger or consolidation, all of the assets of the Association shall be conveyed to a similar owners' association or a public agency having a similar purpose, or any Member may petition the applicable Circuit Court of the State of

Orange County, Florida; and (ii) upon Turnover, the term Voting Rights shall mean the number of votes applicable to a Parcel, whereby each Parcel shall be entitled to a percentage of Voting Rights equal to the square footage of land area within such Parcel as the numerator and the denominator of such Voting Rights shall be the total land area of all Parcels within the Project then voting.

ARTICLE XI INDEMNIFICATION AND LIMITED LIABILITY

A. The Developer, each and every Voting Representative and every officer of the Association shall be indemnified by the Association against all costs, expenses and liabilities, including attorney and paralegal fees at all trial and appellate levels and postjudgment proceedings, reasonably incurred by or imposed upon by him or her in connection with any negotiation, proceeding, arbitration, litigation or settlement in which he or she may be a party, or in which he or she may become involved, by reason of his or her being or having been the Developer, a Voting Representative or officer of the Association, and the foregoing provision for indemnification shall apply whether or not such person Developer, is a Voting Representative or officer at the time such cost, expense or liability is incurred, except in such cases wherein the Developer, Voting Representative or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided that in the event of a settlement, the indemnification provisions provided in this Article XI shall not be automatic and shall apply only when the Voting Representative(s) having the Voting Rights approve such settlement and reimbursement for the costs and expenses of such settlement as being in the best interest of the Association. The foregoing right of indemnification provided in this Article XI shall be in addition to and not exclusive of any and all rights of indemnification to which Developer, a Voting Representative or officer of the Association may be entitled by common or statutory law.

B. The Association, the Voting Representatives, Developer and any Member, agent, or employee of any of the same, shall not be liable to any person for any action or for any failure to act, except to the extent such action or failure to act is found by a court of competent jurisdiction in a non-appealable judgment to have been the result of willful misconduct or gross misconduct.

ARTICLE XII BYLAWS

The Bylaws of the Association shall be adopted by the Developer and thereafter may be altered, amended or rescinded in the manner provided for in the Bylaws. In the event of any conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

ARTICLE XIII AMENDMENTS

A. These Articles may be amended only as follows:

1. (a) Any amendments may be made by Developer until Turnover and thereafter may be submitted to the Voting Representative(s) having the Voting Rights and voted upon by the Voting Representative(s) having the Voting Rights at one meeting.

(b) Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Voting Representative within the time and in the manner provided in the Bylaws for the giving of notice of meetings of the Voting Representatives.

(c) The amendment(s) shall be adopted upon receiving the (i) approval of the Developer until Turnover, and (ii) after Turnover, affirmative vote of a majority vote of the Voting Representative(s) having the Voting Rights at a meeting of the Voting Representatives.

2. An amendment may be adopted by a written statement (in lieu of a meeting) signed by (i) approval of the Developer until Turnover, and (ii) after Turnover by a majority vote of the Voting Representative(s) having Voting Rights, setting forth their intention that an amendment to the Articles be adopted.

B. No amendment may be made to the Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Documents or any amendments thereto.

C. A copy of each amendment shall be filed with and certified by the Secretary of State of the State of Florida.

ARTICLE XIV REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 11380 Prosperity Farms Road, Suite 221B, Palm Beach Gardens, Florida 33410 and the initial registered agent of the Association at that address shall be Corporate Creations International Inc.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature, this 18th day of September, 2015.


Seth Wise, Incorporator

The undersigned hereby accepts the designation of Registered Agent of Gardens on Millenia Owners Association, Inc. as set forth in Article XIV of these Articles of Incorporation, and acknowledges that he is familiar with and accepts the obligations imposed upon registered agents under, Florida Statutes, Chapter 617.


Jim Perkins, Vice President
Authorized Signatory, Registered Agent