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POINTE MIDTOWN RESIDENTIAL PROPERTY OWNERS ASSOCIATI

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**ARTICLES OF INCORPORATION  
FOR  
POINTE MIDTOWN RESIDENTIAL PROPERTY OWNERS ASSOCIATION, INC.**

The undersigned incorporator, for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, hereby adopts the following Articles of Incorporation:

**ARTICLE I  
NAME**

The name of the corporation shall be **POINTE MIDTOWN RESIDENTIAL PROPERTY OWNERS 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".

**ARTICLE II  
OFFICE**

The principal office and mailing address of the Association shall be at 500 NE Spanish River Blvd., Suite 108, Boca Raton, Florida 33431, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office or at such other place as may be permitted by Chapter 720, Florida Statutes, as it exists on the date hereof and as it may be hereafter renumbered (the "Act").

**ARTICLE III  
PURPOSE**

3.1 The objects and purposes of the Association are those objects and purposes as are authorized by the **Declaration of Covenants, Restrictions and Easements for Pointe Midtown**, recorded (or to be recorded) in the Public Records of Palm Beach County Florida, as hereafter amended and/or supplemented from time to time (the "Declaration"). The further objects and purposes of the Association are to preserve the values and amenities in Pointe Midtown and to maintain the Common Properties and Home Maintenance Items thereof for the benefit of the Members of the Association.

3.2 The Association is organized not for profit and no part of the net earnings, if any, shall inure to the benefit of any Member or individual person, firm or corporation.

**ARTICLE IV  
DEFINITIONS**

4.1 The terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration, unless herein provided to the contrary, or unless the context otherwise requires. All of the definitions set forth in the Declaration are hereby incorporated herein by this reference.

**ARTICLE V  
POWERS**

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

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5.1 General. The Association shall have all of the common-law and statutory powers of a corporation not for profit under the Laws of Florida, except as expressly limited or restricted by applicable law, the terms of these Articles, the Declaration or the By-Laws.

5.2 Enumeration. In addition to the powers set forth in Section 5.1 above, the Association shall have all of the powers and duties set forth in the Declaration and all of the powers and duties reasonably necessary to manage and operate the Association and Pointe Midtown 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 members as Lot Owners (whether or not such sums are due and payable to the Association), and to use the proceeds thereof in the exercise of its powers and duties.
- (b) To buy, accept, own, operate, lease, sell, trade and mortgage both real and personal property in accordance with the provisions of the Declaration.
- (c) To maintain, repair, replace, reconstruct, add to, manage and operate the Common Properties and Home Maintenance Items and other property acquired or leased by the Association, in accordance with the provisions of the Declaration.
- (d) To purchase insurance upon the Common Properties and Home Maintenance Items and insurance for the protection of the Association, its officers, directors and Lot Owners.
- (e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of Pointe Midtown and for the health, comfort, safety and welfare of the Lot Owners.
- (f) To approve or disapprove the leasing, transfer, ownership and possession of Lots as may be provided by the Declaration.
- (g) To enforce by legal means the provisions of the Declaration, these Articles, the By-Laws, the rules and regulations for the use of the Common Properties and applicable law.
- (h) To contract for the management and maintenance of the Common Properties and Home Maintenance Items and to authorize a management agent (which may be an affiliate of the Declarant) 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 Properties and Home Maintenance Items 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 to make Assessments, promulgate rules and execute contracts on behalf of the Association.
- (i) To employ personnel to perform the services required for the proper operation of the Common Properties and Home Maintenance Items.

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- (j) To assume all of Declarant's and its affiliates' responsibilities to the State of Florida, the County, the City, and its and their governmental and quasi-governmental subdivisions and similar entities of any kind with respect to the Common Properties and Home Maintenance Items (including, without limitation, any and all obligations imposed by any permits or approvals issued by the State of Florida, the County and/or City, as same may be amended, modified or interpreted from time to time) and indemnify and hold Declarant and its affiliates harmless with respect thereto in the event of the Association's failure to fulfill those responsibilities.
- (k) To execute all documents or consents, on behalf of all Lot 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, etc.), and in that regard, each Lot Owner, by acceptance of the deed to such Lot Owner's Lot, and each mortgagee of a Lot Owner by acceptance of a lien on said Lot, appoints and designates the President of the Association as such Lot Owner's and mortgagee's agent and attorney-in-fact to execute any and all such documents or consents.
- (l) To perform all of the duties and obligations of the Association set forth in the Declaration and the Bylaws.
- (m) To acquire (by gift, purchase or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including Common Properties) in connection with the functions of the Association except as limited by the Declaration and applicable law.
- (n) To borrow money, and to mortgage, pledge or hypothecate any or all of its real or personal property as security for money or debts incurred.
- (o) To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of Pointe Midtown to a public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines and as provided in the Declaration.
- (p) To establish committees and delegate certain or its functions to those committees.
- (q) To comply with any applicable obligations under the Master Documents, including, but not limited to, collecting assessments and other expenses and the like pursuant to the Master Declaration.
- (r) All other powers given to an association pursuant to Chapter 617, F.S. and the Act.

5.3 Association Property. All funds 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.

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5.4 Distribution of Income; Dissolution. The Association shall not pay a dividend to its members and 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 non-profit corporation or a public agency or as otherwise authorized by the Florida Not For Profit Corporation Act (Chapter 617, Florida Statutes).

5.5 Limitation. No judicial proceeding shall be commenced or prosecuted by the Association unless approved by a vote of the Members representing seventy-five percent (75%) of the total votes in the Association (i.e., not just the Members present in person or by proxy at the meeting of the Association at which such vote is taken). This Sub-section does not apply to (i) actions brought by the Association against parties other than the Declarant to enforce the provisions of the Declaration, (ii) the imposition and collection of Assessments, (iii) proceedings involving challenges to ad valorem taxation or (iv) counterclaims brought by the Association in proceedings instituted against it. Furthermore, in the event the Association brings suit against the Declarant, the Association must specially assess all Lot Owners for the cost thereof as the funds from Assessments, reserves and/or capital contributions shall not be used in connection therewith. This Sub-section may not be amended without the Declarant's prior written consent (which may be withheld in Declarant's sole and absolute discretion) and approved by a vote of the Members representing seventy-five percent (75%) of the total votes in the Association (i.e., not just the Members present in person or by proxy at the meeting of the Association at which such vote is taken).

## ARTICLE VI MEMBERS

6.1 Membership. The members of the Association shall consist of the Declarant and all persons or entities who are, from time to time, record Lot Owners of a fee interest in any Lot. Notwithstanding anything else to the contrary, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member of the Association.

6.2 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 Lot for which that share is held.

6.3 Voting. The Association shall have two (2) classes of voting membership:

Class A Members shall be all those Lot Owners, as defined in Section 6.1, with the exception of the "Declarant" (as long as the Class B Membership shall exist, and thereafter, the Declarant shall be a Class A Member to the extent it would otherwise qualify). Except as provided below, Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interests required for membership by Section 6.1 above. When more than one (1) person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but, subject only as provided in the following paragraph, in no event shall more than one (1) vote be cast with respect to any such Lot.

Class B Member. The Class B Member shall be the Declarant, or a representative thereof, who shall have and cast one (1) vote in all Association matters, plus two (2) votes for each vote which may be cast at any time and from time to time by the Class A Members. The Class B membership shall cease and terminate at such time as the Declarant elects, but in no event later than the time period set forth in Section 6.5 below.

All votes shall be exercised or cast in the manner provided by the Declaration and By-Laws.

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6.4 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.

6.5 Turnover. Unless the Class B Member elects to terminate the Class B membership sooner, the Class B Membership shall cease and terminate as described in the Declaration. The Declarant is entitled (but not obligated) to designate at least one (1) member of the Board of Directors as long as the Declarant holds for sale in the ordinary course of business five percent (5%) of the Lots that will be operated ultimately by the Association.

The Declarant may transfer control of the Association to Lot Owners other than the Declarant prior to such dates in its sole discretion by causing enough of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Lot Owners other than the Declarant to elect Directors and assume control of the Association. Provided at least thirty (30) days' notice of Declarant's decision to cause its appointees to resign is given to Lot Owners, neither the Declarant, nor such appointees, shall be liable in any manner in connection with such resignations even if the Lot Owners other than the Declarant refuse or fail to assume control.

#### ARTICLE VII INCORPORATOR

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

NAME

Brian J. Sherr, Esq.

ADDRESS

401 East Las Olas Boulevard,  
Suite 2000  
Fort Lauderdale, Florida 33301

#### ARTICLE VIII 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:

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President:

Dean Horg

500 NE Spanish River Blvd., Suite 108  
Boca Raton, FL 33431

Vice President:

Richard Finkelstein

500 NE Spanish River Blvd., Suite 108  
Boca Raton, FL 33431

Secretary/Treasurer

Warren (Mike) Sousa

500 NE Spanish River Blvd., Suite 108  
Boca Raton, FL 33431

**ARTICLE IX  
DIRECTORS**

9.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a Board of Directors, which shall consist of three (3) persons appointed by the Declarant for so long as the Class B membership exists. At such time as the Class B membership expires, the Board shall consist of five (5) persons. A majority of the directors in office shall constitute a quorum for the transaction of business. Directors need not be Members of the Association.

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, managers, contractors or employees, subject only to approval by Lot Owners when such approval is specifically required.

9.3 Appointment/Election of Members of Board of Directors. From and after the time that the Class B membership expires, 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 Declarant's Directors. The Declarant shall appoint the members 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:

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<u>NAME</u>	<u>ADDRESS</u>
Dean Borg	500 NE Spanish River Blvd., Suite 108 Boca Raton, FL 33431
Richard Finkelstein	500 NE Spanish River Blvd., Suite 108 Boca Raton, FL 33431
Warren (Mike) Sousa	500 NE Spanish River Blvd., Suite 108 Boca Raton, FL 33431

9.6 Standards. A Director shall discharge his duties as a director, including any duties as a member of a committee: in good faith; with the care an ordinary prudent person in a like position would exercise under similar circumstances; and in a manner reasonably believed to be in the best interests of the Association. Unless a Director has knowledge concerning a matter in question that makes reliance unwarranted, a Director, in discharging his duties, may rely on information, opinions, reports or statements, including financial statements and other data, if prepared or presented by: one or more officers or employees of the Association whom the Director reasonably believes to be reasonable and competent in the manners presented; legal counsel, public accountants or other persons as to matters the Director reasonably believes are within the persons' professional or expert competence; or a committee of which the Director is not a member if the Director reasonably believes the committee merits confidence. A Director is not liable for any action taken as a director, or any failure to take action, if he performed the duties of his office in compliance with the foregoing standards.

## ARTICLE X INDEMNIFICATION PROVISIONS

10.1 Indemnities. The Association shall indemnify any person who was or is a party to any proceeding (other than an action by, or in the right of, the Association) by reason of the fact that he is or was a director, officer, employee or agent (each, an "Indemnitee") of the Association, against liability incurred in connection with such proceeding, including any appeal thereof, if he acted in good faith and in a manner he 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 reasonable cause to believe his conduct was unlawful. The termination of any proceeding by judgment, order, settlement, or 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 reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

10.2 Indemnification. The Association shall indemnify any person, who was or is a party to any proceeding by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee, or agent of the Association against expenses and amounts paid in settlement not exceeding, in the judgment of the board of directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof. Such indemnification shall be authorized if such person acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, except that no indemnification shall be made under this subsection in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable unless,

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and only to the extent that, the court in which such proceeding was brought, or any other court of competent jurisdiction, shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such court shall deem proper.

10.3 Indemnification for 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 proceeding referred to in subsection 10.1 or 10.2, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses actually and reasonably incurred by him in connection therewith.

10.4 Determination of Applicability. Any indemnification under subsection 10.1 or subsection 10.2, unless pursuant to a determination 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, manager, employee, or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in subsection 10.1 or subsection 10.2. Such determination shall be made in the following order of priority:

- (a) By the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such proceeding;
- (b) If such a quorum is not obtainable or, even if obtainable, by majority vote of a committee duly designated by the Board of Directors (in which directors who are parties may participate) consisting solely of two or more Directors not at the time parties to the proceeding;
- (c) By independent legal counsel:
  - (i) selected by the Board of Directors prescribed in paragraph (a) or the committee prescribed in paragraph (b); or
  - (ii) if a quorum of the Directors cannot be obtained for paragraph (a) and the committee cannot be designated under paragraph (b), selected by majority vote of the full Board of Directors (in which Directors who are parties may participate); or
- (d) By a majority of the voting interests of the members of the Association who were not parties to such proceeding.

10.5 Determination Regarding Expenses. Evaluation of the reasonableness of expenses and authorization of indemnification shall be made in the same manner as the determination that indemnification is permissible. However, if the determination of permissibility is made by independent legal counsel, persons specified by paragraph 9.5 shall evaluate the reasonableness of expenses and may authorize indemnification.

10.6 Advancing Expenses. Expenses incurred by an officer, director or manager in defending a civil or criminal proceeding (or any threat of same) may be paid by the Association in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of such director, officer or manager to repay such amount if he is ultimately found not to be entitled to indemnification by the Association pursuant to this section. Expenses incurred by other employees and agents may be paid in advance upon such terms or conditions that the Board of Directors deems appropriate.

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10.7 Exclusivity; Exclusions. The indemnification and advancement of expenses provided pursuant to this section are not exclusive, and the Association may make any other or further indemnification or advancement of expenses of any of its directors, officers, managers, employees, or agents, under any bylaw, agreement, vote of Members or disinterested directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. However, indemnification or advancement of expenses shall not be made to or on behalf of any director, officer, manager, employee, or agent if a judgment or other final adjudication establishes that his actions, or omissions to act, were material to the cause of action so adjudicated and constitute:

- (a) A violation of the criminal law, unless the director, officer, employee, manager or agent had reasonable cause to believe his conduct was lawful or had no reasonable cause to believe his conduct was unlawful;
- (b) A transaction from which the director, officer, employee, manager or agent derived an improper personal benefit; or

10.8 Willful misconduct or a conscious disregard for the best interests of the Association in a proceeding by or in the right of the Association to procure a judgment in its favor or in a proceeding by or in the right of the Members of the Association.

10.9 Continuing Effect. Indemnification and advancement of expenses as provided in this section shall continue as, unless otherwise provided when authorized or ratified, to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person, unless otherwise provided when authorized or ratified.

10.10 Application to Court. Notwithstanding the failure of an Association to provide indemnification, and despite any contrary determination of the Board or of the Members in the specific case, a director, officer, employee, manager or agent of the Association who is or was a party to a proceeding may apply for indemnification or advancement of expenses, or both, to the court conducting the proceeding, to the circuit court, or to another court of competent jurisdiction. On receipt of an application, the court, after giving any notice that it considers necessary, may order indemnification and advancement of expenses, including expenses incurred in seeking court-ordered indemnification or advancement of expenses, if it determines that:

- (a) The director, officer, employee, or agent is entitled to mandatory indemnification under subsection 10.3 in which case the court shall also order the Association to pay the director reasonable expenses incurred in obtaining court-ordered indemnification or advancement of expenses;
- (b) The director, officer, employee, manager or agent is entitled to indemnification or advancement of expenses, or both, by virtue of the exercise by the Association of its power pursuant to subsection 10.7; or
- (c) The director, officer, employee, manager or agent is fairly and reasonably entitled to indemnification or advancement of expenses, or both, in view of all the relevant circumstances, regardless of whether such person met the standard of conduct set forth in subsection 10.1, subsection 10.2, or subsection 10.7, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed Indemnatee, that he did not act in good faith or acted in a manner he reasonably believed to be not in, or opposed

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to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any 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 or did act in a manner which he reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

10.11 Definitions. For purposes of this Article X, the term "expenses" shall be deemed to include attorneys' fees, including those for any appeals; the term "liability" shall be deemed to include obligations to pay a judgment, settlement, penalty, fine, and expenses actually and reasonably incurred with respect to a proceeding; the term "proceeding" shall be deemed to include any threatened, pending, or completed action, suit, or other type of proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal; and the term "agent" shall be deemed to include a volunteer; the term "serving at the request of the Association" shall be deemed to include any service as a director, officer, employee or agent of the Association that imposes duties on such persons.

10.12 Amendment. Anything to the contrary herein notwithstanding, no amendment to the provisions of this Article X shall be applicable as to any party eligible for indemnification hereunder who has not given his prior written consent to such amendment.

#### **ARTICLE XI BY-LAWS**

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

#### **ARTICLE XII AMENDMENTS**

Amendments to 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 Declarant Amendments. Notwithstanding anything herein contained to the contrary, to the extent lawful, the Declarant may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Declarant alone, without the consent or joinder of any party whatsoever. This paragraph may not be amended without the consent of the Declarant.

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12.4 Limitation. Notwithstanding the foregoing, no amendment shall be made that will in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Declarant herein or in the Declaration unless the Declarant shall join in the execution of the amendment.

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 Palm Beach County, Florida with an identification on the first page thereof of the book and page of said public records where the Declaration was recorded which contains, as an exhibit, the initial recording of these Articles.

12.6 Priorities. In case of any conflict between these Articles of Incorporation and the By-Laws, these Articles shall control; and in case of any conflict between these Articles of Incorporation and the Declaration, the Declaration shall control.

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**ARTICLE XIII  
INITIAL REGISTERED OFFICE;**

**ADDRESS AND NAME OF REGISTERED AGENT**

The initial registered office of this corporation shall be at C T Corporation, 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 1200 South Pine Island Road, Suite 250, Plantation, Florida 33324.

IN WITNESS WHEREOF, the Incorporator has affixed his/her signature as of the 22<sup>nd</sup> day of January, 2018.

  
Brian J. Sherr, Esq., Incorporator

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**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF  
PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.**

In compliance with the laws of Florida, the following is submitted:

That desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing articles of incorporation, in the County of Palm Beach, State of Florida, the Association named in the said articles has named C T Corporation, located at 1200 South Pine Island Road, Suite 250, Plantation, Florida 33324, as its statutory registered agent.

Having been named the statutory agent of said Association at the place designated in this certificate, I am familiar with the obligations of that position, and hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.

Registered Agent

By: 

Name: Jennifer Parks, Assistant Secretary

Dated this 22 day of January, 2018.