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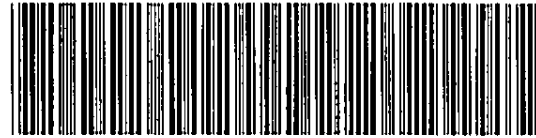
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

D O'KEEFE
FEB 26 2018

COVER LETTER

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

SUBJECT: Hibiscus Terrace 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: Drew Melville

Name (Printed or typed)

101 NE 3rd Avenue Suite 1500

Address

Fort Lauderdale, FL 33301

City, State & Zip

954-336-9366

Daytime Telephone number

drew@drewmelville.com

E-mail address: (to be used for future annual report notification)

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

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF
HIBISCUS TERRACE CONDOMINIUM ASSOCIATION, INC.
A FLORIDA Not For Profit Corporation

In order to form a corporation under the Laws of Florida for the formation of corporations not for profit, we, the undersigned, hereby associate ourselves into a corporation (the "Condominium Association") for the purposes and with the powers herein specified; and to that end we do, by these Articles of Incorporation, set forth:

ARTICLE I.

The name and principal address of the corporation shall be:

HIBISCUS TERRACE CONDOMINIUM ASSOCIATION, INC.
2400 NE 36th Street
Lighthouse Point, Florida 33064.

ARTICLE II.

The purposes and objects of the Condominium Association shall be to administer the operation and management of Hibiscus Terrace, a Condominium (the "Condominium"), to be established as a condominium in accordance with the Florida Condominium Act (the "Act") upon land situated in Broward County, Florida (the "Land"), described on Exhibit A attached and incorporated into these Articles of Incorporation, and to perform the acts and duties incident to operation and management of the Condominium in accordance with the provisions of these Articles of Incorporation, the Bylaws of the Condominium Association which will be adopted (the "Bylaws"), and the Declaration of Condominium of the Condominium (the "Declaration"), which will be recorded in the Public Records of Broward County, Florida when the Land and the improvements constructed on the Land, are submitted to the condominium form of ownership; and to own, operate, encumber, lease, manage, sell, convey, exchange, and otherwise deal with the Land, the improvements and such other property, real and/or personal, as may be or become part of the Condominium (the "Condominium Property") to the extent necessary or convenient in the administration of the Condominium. The Condominium Association shall be conducted as a non-profit organization for the benefit of its members.

ARTICLE III.

The Condominium Association shall have the following powers:

- A. All of the powers and privileges granted to corporations not for profit under the laws pursuant to which this corporation is chartered.
- B. All of the powers reasonably necessary to implement and effectuate the purposes of the Condominium Association, including, without limitation, the power, authority and right to:
 - 1. Make and establish reasonable rules and regulations governing use of the Units and Common Elements in and of the Condominium, as such terms are defined in the Declaration.
 - 2. Levy and collect assessments against members of the Condominium Association to defray the Common Expenses of the Condominium, as provided in the Declaration and the Bylaws; including the right to levy and collect assessments for the purpose of acquiring, owning, holding, operating, leasing, encumbering, selling, conveying, exchanging, managing and otherwise dealing with the Condominium

Property, including the Units, which may be necessary or convenient in the operation and management of the Condominium and in accomplishing the purposes set forth in the Declaration.

3. Maintain, repair, replace, operate and manage the Condominium Property, including the right to reconstruct improvements after casualty and further to improve and add to the Condominium Property.

4. Contract for the management of the Condominium and, in connection therewith, to delegate powers and duties of the Condominium Association to the extent and in the manner permitted by the Declaration, the Bylaws and the Act.

5. Enforce the provisions of these Articles of Incorporation, the Declaration, the Bylaws, and all rules and regulations governing use of the Condominium which may from time to time be established.

6. Exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Condominium Association in the Declaration and the Act.

ARTICLE IV.

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

A. The record Owners (as defined in the Declaration) of all Units in the Condominium from time to time shall be members of the Condominium Association, and no other persons or entities shall be entitled to membership, except as provided for in Paragraph E, Article IV hereof.

B. Membership shall be established by the acquisition of fee title to a Unit in the Condominium, or by acquisition of a fee ownership interest therein, by voluntary conveyance or operation of law, and the membership of any person or entity shall be automatically terminated when such person or entity is divested of all title or ownership in such Unit; provided, that nothing herein contained shall be construed as terminating the membership of any person or entity owning fee title to or a fee ownership interest in two or more Units at any time while such person or entity shall retain fee title to or a fee ownership interest in any Unit.

C. The interest of a member in the funds and assets of the Condominium Association cannot be assigned, hypothecated, transferred or encumbered in any manner, except as an appurtenance to the Unit(s) owned by such member. The funds and assets of the Condominium Association shall be expended, held or used only for the benefit of the membership and for the purposes authorized herein, in the Declaration, and in the Bylaws.

D. On all matters on which the membership shall be entitled to vote, there shall be one, and only one, vote for each Unit in the Condominium, which vote may be exercised or cast by the Owner(s) of each Unit as will be provided for in the Bylaws. Should any member own more than one Unit, such member shall be entitled to exercise or cast one (1) vote for each such Unit owned, in the manner provided by the Bylaws.

E. Until such time as the Condominium is established by recordation of a declaration of condominium therefor in the Public Records of Broward County, Florida, the membership of the Condominium Association shall be comprised of the subscribers to these Articles, each of whom shall be entitled to cast a vote on all matters upon which the membership would be entitled to vote.

ARTICLE V.

The Condominium Association shall have perpetual existence.

ARTICLE VI.

The principal office of the Condominium Association shall be located in Florida, but the Condominium Association may maintain offices and transact business in such places, within or without the State of Florida, as may from time to time be designated by the Board of Directors.

ARTICLE VII.

The affairs of the Condominium Association shall be managed by the President of the Condominium Association, assisted by the Vice President(s), Secretary and Treasurer and, if any, the Assistant Secretaries and Assistant Treasurers, subject to the directions of the Board of Directors. The Board of Directors, or the President with the approval of the Board of Directors, may employ a managing agent, agency, and/or other managerial and supervisory personnel or entity to administer or assist in the administration of the operation and management of the Condominium and the affairs of the Condominium Association, and any and all such person(s) and/or entity(ies) may be so employed without regard to whether any such person or entity is a member of the Condominium Association or a Director or officer of the Condominium Association, as the case may be.

ARTICLE VIII.

The number of members on the first Board of Directors, who shall serve until their successors are elected at the first annual meeting of the Condominium Association following recordation of the Declaration of Condominium, shall be five. The number of members of succeeding Boards of Directors shall also be five, or as otherwise provided from time to time by the Bylaws, and they shall be elected by the members of the Condominium Association at the annual meetings of the membership as provided by the Bylaws. Each of the members of all succeeding Boards of Directors shall be members of the Condominium Association or shall be authorized representatives, officers or employees of a corporate member of the Condominium Association.

ARTICLE IX.

The Board of Directors shall elect and may by majority vote separate or remove from office the President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall deem advisable from time to time. The President shall be elected from the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

ARTICLE X.

The names and addresses of the members of the first Board of Directors, who, subject to the provisions of the laws of Florida, these Articles of Incorporation and the Bylaws, shall hold office until the first annual meeting of the Condominium Association after recordation of the Declaration of Condominium, and thereafter until their successors are selected and have qualified, are as follows:

<u>Name</u>	<u>Address</u>
Tony Gregory	2400 NE 36th Street Unit #1 Lighthouse Point, Florida 33064
Diane Paolillo	2400 NE 36th Street Unit #10 Lighthouse Point, Florida 33064
Jean Jones	2400 NE 36th Street Unit #9 Lighthouse Point, Florida 33064
John Merolo	2400 NE 36th Street Unit #5 Lighthouse Point, Florida 33064
Chris Peters	2400 NE 36th Street Unit #11 Lighthouse Point, Florida 33064

ARTICLE XI.

The names and addresses of the incorporator of the Corporation is:

<u>Name</u>	<u>Address</u>
Drew Melville, Esq.	Melville Law, P.A. 101 NE 3rd Avenue Suite 1500 Fort Lauderdale, Florida 33301

ARTICLE XII.

The officers of the Condominium Association, who shall hold office until their successors are elected pursuant to these Articles of Incorporation and the Bylaws, and have qualified, shall be the following:

President	Tony Gregory
Vice President	Chris Peters
Secretary	Jean Jones
Treasurer	Diane Paolillo
Member Ad hoc	John Merolo

ARTICLE XIII.

The original Bylaws of the Condominium Association shall be adopted by the approval of a majority of the subscribers to these Articles of Incorporation at a meeting at which each of the subscribers are present, and, thereafter, the Bylaws may be amended, altered or rescinded only by affirmative vote of seventy-five percent (75%) of the votes entitled to be cast by members of the Condominium Association at a duly called and held meeting of the members.

ARTICLE XIV.

Every Director and every officer of the Condominium Association shall be indemnified to the maximum extent allowed by law by the Condominium Association against all expenses and liabilities, including attorneys' and legal assistants' fees, reasonably incurred by or imposed upon them in connection with any proceeding to which they may be a party, or in which they may become involved, by reason of their being or having, been a Director or officer of the Condominium Association, whether or not they are a Director or officer at the time the expenses are incurred, except in such cases where the Director or officer is adjudged guilty of willful misfeasance, malfeasance or nonfeasance in the performance of their duties; provided that, in the event of any claim for reimbursement or indemnification under this Article XIV based upon a settlement by the Director or officer seeking that reimbursement or indemnification, the

indemnification in this Article XIV shall apply only if the Board of Directors approves the settlement and reimbursement as being in the best interests of the Condominium Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which the applicable Director or officer may be entitled.

ARTICLE XV.

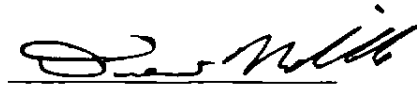
An amendment or amendments to these Articles of Incorporation may be proposed by the Board of Directors of the Condominium Association acting upon a vote of the majority of the Directors, or by the members of the Condominium Association owning a majority of the Units in the Condominium, whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to these Articles of Incorporation being proposed by the Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Condominium Association, or the acting chief executive officer in the absence of the President, who shall thereupon call a special meeting of the members of the Condominium Association for a date not sooner than fourteen (14) days or later than sixty (60) days from the receipt by him of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each member written notice of the meeting stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be given in the same manner as notice of the call of a special meeting of the members as the procedure for giving the notice is described in the Bylaws; provided, that proposed amendments to these Articles of Incorporation may be considered and voted upon at annual meetings of the members. If mailed, the notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at their post office address as it appears on the records of the Condominium Association, with postage prepaid. Any member may, by written waiver of notice signed by that member, waive the notice, and that waiver when filed in the records of the Condominium Association, whether before, during or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to that member. At that meeting, the amendment or amendments proposed shall not be amended or altered, in whole or in part, without the prior approval by seventy-five (75%) percent of the Unit Owners. At that juncture, the amendment or amendments of these Articles of Incorporation shall be transcribed and certified in such form as may be necessary to file them in the office of the Secretary of State of the State of Florida. A certified copy of each amendment of these Articles of Incorporation shall be recorded in the Public Records of Broward County, Florida, within thirty (30) days from the date on which the amendment is filed in the office of the Florida Secretary of State.

ARTICLE XVI.

Melville Law, P.A. is hereby designated as the registered agent of the Condominium Association, and 101 NE 3rd Avenue Suite 1500 Fort Lauderdale, Florida 33301 is hereby designated as the registered office of the Condominium Association.

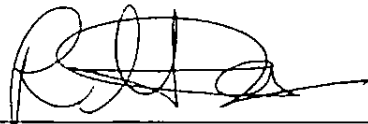
[END OF DOCUMENT]

IN WITNESS WHEREOF, the incorporator of Hibiscus Terrace Condominium Association, Inc. has executed these Articles of Incorporation on this 21st day of February 2018.


Drew Melville, Incorporator

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared Drew Melville who, being by me first duly sworn on oath, acknowledged that he executed the foregoing Articles of Incorporation for the purposes expressed in those Articles of Incorporation, this 21 day of February 2018. Mr. Melville is [] personally known to me or [] produced _____ as identification.



Notary Public
State of Florida

My commission expires:
1/22/2022

[Notarial Seal]




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TALLAHASSEE, FLORIDA

CERTIFICATE DESIGNATING REGISTERED AGENT
AND REGISTERED OFFICE

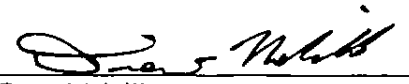
In compliance with Florida Statutes Sections 48.091 and 617.0501, the following is submitted:

Hibiscus Terrace Condominium Association, Inc., desiring to organize as a corporation not for profit under the laws of the State of Florida, has designated Melville Law, P.A., 101 NE 3rd Avenue Suite 1500 Fort Lauderdale, Florida 33301 as its initial Registered Agent Office and has named Drew Melville, located at that Registered Agent Office, as its initial Registered Agent.



Drew Melville
Incorporator

Having been named Registered Agent for the above stated corporation, at the designated Registered Agent Office, the undersigned hereby accepts that appointment and agrees to comply with the provisions of Florida Statutes Section 48.091 relative to keeping that Registered Agent Office open.



Drew Melville
Registered Agent

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TALLAHASSEE, FLORIDA