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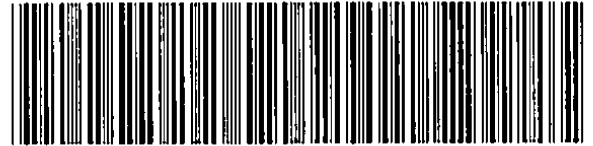
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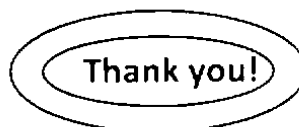
Name:	236 FIFTH AVENUE CONDOMINIUM ASSOCIATION, INC.
Document #:	
Order #:	12100835

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**ARTICLES OF INCORPORATION
OF
236 FIFTH AVENUE CONDOMINIUM ASSOCIATION, INC.,**

A Corporation Not-For-Profit

These Articles of Incorporation of 236 FIFTH AVENUE CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation, dated as of August 22, 2019, are being duly executed and filed by Thomas F. Carney, Jr., Esq., of the law firm Carney Stanton P.L.L., in accordance with Section 617 of the Florida Not For Profit Corporation, Chapter 718, Florida Statutes, and Section 61B of the Florida Administrative Code.

**ARTICLE I
NAME**

The name of this corporation is 236 FIFTH AVENUE CONDOMINIUM ASSOCIATION, INC. (the "Association")

**ARTICLE II
PURPOSE AND LOCATION**

The purpose for which the Association is organized is to act as the governing association of 236 Fifth Avenue, A Condominium, located at 236 SE 5th Avenue, Delray Beach, FL 33483 ("Condominium").

**ARTICLE III
MEMBERS**

The qualification of members and manner of their admission shall be as follows: Any approved person or persons who hold title in fee simple to a unit in the Condominium shall by virtue of such ownership be a member of the Association. Provided however, that transfer of membership shall be made only as a part of and incident to the transfer of ownership of a Condominium unit ("Unit") with such transfers being subject to and controlled by the transfer procedures set forth in the Declaration of Condominium (the "Declaration"). After receiving approval of the Association required by the Declaration, change of membership in the Association shall be established 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 and the delivery of a copy of the recorded instrument to the Association within a reasonable time following such recordation. Such delivery is not required for initial conveyances by SAMAR 202 FLORIDA, LLC, a Florida limited liability company, its successors and assigns, as the developer of the condominium ("Developer"). The owner designated by such instrument thereby becomes a member of the Association and the membership of the previous owner is thereby terminated.

ARTICLE IV CORPORATE EXISTENCE

The Association shall exist perpetually.

ARTICLE V INCORPORATOR

The name and residence of the Incorporator is as follows:

Thomas F. Carney, Jr., Esq.
c/o Carney Stanton P.L.
135 S.E. 5th Avenue, Suite 202
Delray Beach, FL 33483

The rights and interests of the incorporator shall automatically terminate when these Articles are filed with the Secretary of State.

ARTICLE VI MANAGEMENT

A. Corporate Affairs. The affairs of the Association are to be managed initially by a Board of three (3) Directors (which may be expanded to five (5)) who will be appointed by the Developer as provided for in the By-Laws. Subsequent Boards may be composed of either three (3) or five (5) Directors.

B. 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 VII OFFICERS

The names of the Officers who are to serve until the first election or appointment under the Articles of Incorporation are:

President:	Alan Mindel
Vice-President:	Bart Baum
Secretary:	Adam Ruttner
Treasurer:	Adam Ruttner

ARTICLE VIII DIRECTORS

The number of persons constituting the first Board of Directors shall be three (3), and their names and addresses are as follows:

Alan Mindel
609-2 Cantiague Rock Road Suite A,
Westbury, NY 11590

Bart Baum
609-2 Cantiague Rock Road Suite A,
Westbury, NY 11590

Adam Ruttner
609-2 Cantiague Rock Road Suite A,
Westbury, NY 11590

The number of members of succeeding Boards of Directors shall be as provided from time to time by the By-Laws of the Association. Subject to the rights of the Developer to appoint members of the Board of Directors as hereinafter stated, the members of the Board of Directors shall be elected by the Unit Owners (or the authorized representatives, officers or employees of a corporation or other organization which is a Unit Owner) at the annual meeting of the Unit Owners as provided in the By-Laws the Association and shall be owners of Units in the Condominium it.

If unit owners other than the developer own 15 percent or more of the units in a condominium that will be operated ultimately by an association, the unit owners other than the developer are entitled to elect at least one-third of the members of the board of administration of the association. Unit owners other than the developer are entitled to elect at least a majority of the members of the board of administration of an association, upon the first to occur of any of the following events:

- (a) Three years after 50 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;
- (b) Three months after 90 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;
- (c) When all the units that will be operated ultimately by the association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the developer in the ordinary course of business;
- (d) When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the developer in the ordinary course of business;
- (e) When the developer files a petition seeking protection in bankruptcy;
- (f) When a receiver for the developer is appointed by a circuit court and is not discharged within 30 days after such appointment, unless the court determines within 30 days after appointment of the receiver that transfer of control would be detrimental to the association or its members; or
- (g) Seven years after the date of the recording of the certificate of a surveyor and mapper pursuant to s. 718.104(4)(c) or the recording of an instrument that transfers title to a unit in the condominium which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such unit, whichever occurs first; or, in the case of an association that may ultimately operate more than one condominium, 7 years after the date of the recording of the certificate of a surveyor and mapper pursuant to s. 718.104(4)(c) or the recording of an instrument that transfers title to a unit which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such unit, whichever occurs first, for the first condominium it operates; or, in the case of an association operating a phase condominium created pursuant to s. 718.403, 7 years after the date of the recording of the certificate of a surveyor and mapper pursuant to s. 718.104(4)(c) or the recording of an instrument that transfers title to a unit which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such unit, whichever occurs first.

The Developer is entitled to elect at least one member of the board of administration of an association as long as the developer holds for sale in the ordinary course of business at least 5 percent of the units in a condominium operated by the association. After the developer relinquishes control of the association, the Developer may exercise the right to vote any developer-owned units in the same manner as any other unit owner except for purposes of reacquiring control of the association or selecting the majority members of the board of administration.

ARTICLE IX BY-LAWS

After turnover, the By-Laws of the Association are to be made, altered or rescinded by sixty-seven percent (67%) of the Voting Interests (as such term is defined in the By-Laws) of the Association; prior to turnover by a majority of the Board of Directors alone.

ARTICLE X AMENDMENTS

A. 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 and in Chapter 718, Florida Statutes (the "Condominium Act"). Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

B. Adoption. Amendments shall be proposed and adopted in the manner provided in Chapter 617, Florida Statutes and in the Condominium Act (the latter to control over the former to the extent provided for in the Condominium Act).

C. Amendment Limitation. No amendment shall make any changes in the qualifications for membership, nor in the voting rights or property rights of Unit Owners, nor any changes in Articles XIII or XIV of these Articles of Incorporation, without the approval in writing of all Unit Owners and the joinder of all record owners of mortgages upon Units. No amendment shall be made that is in conflict with the Condominium Act, the Declaration or the By-Laws, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Developer and/or Institutional First Mortgagees (as defined in the Declaration), unless the Developer and/or the Institutional First Mortgagees, as applicable, shall join in the execution of the amendment. No amendment to this Section shall be effective.

D. Developer Amendments. Notwithstanding anything herein contained to the contrary, to the extent lawful, the Developer may amend these Articles of Incorporation consistent with, or not prohibited by, the provisions of the Declaration allowing certain amendments to be effected by the Developer alone.

ARTICLE XI VOTES

Each Unit in the Condominium shall have one full indivisible vote.

ARTICLE XII POWERS

The Association shall have all of the powers and duties contemplated in the Declaration, the Condominium Act, and the Florida Not-For-Profit Corporation Statute, together with all powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration as it may be amended from time to time and such other documents or agreements that may exist from time to time pertaining to the Condominium. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the By-Laws and the Condominium Act, provided that in the event of conflict, the provisions of the Condominium Act shall control over those of the Declaration and By-Laws, including, but not limited to, the following:

- (a) The right to enter an abandoned Unit to inspect the Unit and adjoining Common Elements; to make repairs to the abandoned Unit or to the Common Elements serving the Unit, as needed; to repair the Unit if mold or deterioration is present; to turn on the utilities for the Unit; or to otherwise maintain, preserve or protect the Unit and adjoining Common Elements. Any expense incurred by the Association pursuant to this subparagraph is chargeable to the Unit Owner and enforceable as an Assessment.
- (b) To make and collect Assessments and Charges against the members of the Association as Unit 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.
- (c) To assume all of the Developer's and/or its affiliates', responsibilities to the State, City and/or to the County, and/or its and their governmental and quasi-governmental subdivisions and similar entities of any kind with respect to the Condominium Property (including, without limitation, any and all obligations imposed by any permits or approvals issued by the State, City and/or County, all as same may be amended, modified or interpreted from time to time) and, in either such instance, the Association shall indemnify and hold Developer and its affiliates harmless with respect thereto in the event of the Association's failure to fulfill those responsibilities.
- (d) To buy, accept, own, operate, lease, sell, trade and mortgage both real and personal property in accordance with the provisions of the Declaration.
- (e) To maintain, repair, replace, reconstruct, add to and operate the Condominium Property and/or Association Property, and other property acquired or leased by the Association.
- (f) To purchase insurance covering the Condominium Property and Association Property and insurance for the protection of the Association, its officers, directors and Unit Owners.
- (g) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Condominium Property and Association Property and for the health, comfort, safety and welfare of the Unit Owners.

- (h) To approve or disapprove of the leasing, transfer, ownership and possession of Units as may be provided by the Declaration.
- (i) To enforce by legal means the provisions of the Act, the Declaration, these Articles, the By-Laws, and the rules and regulations governing the use of the Condominium Property and Association Property.
- (j) To contract for the management and maintenance of the Condominium Property and/or Association Property, or any portion thereof, and to authorize a management agent (which may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions (such as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Elements and Association Property) 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 granted by the Condominium Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.
- (k) To employ personnel to perform the services required for the proper operation of the Condominium and the Association Property.
- (l) To comply with the obligation to: (i) operate and maintain the surface water management system in accordance with the permit issued by the District, (ii) carry out, maintain, and monitor any required wetland mitigation tasks, if any, and (iii) maintain copies of all permitting actions with regard to the District.
- (m) To execute all documents or consents, on behalf of all Unit 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 Unit Owner, by acceptance of the deed to such Owner's Unit, and each mortgagee of a Unit, by acceptance of a lien on said Unit, appoints and designates the President of the Association as such Unit Owner's and mortgagee's agent and attorney-in-fact to execute, any and all such documents or consents.
- (n) Without creating any obligation to do so, the power and authority of the Board (by a majority vote, without requiring any vote of Unit Owners) to negotiate and enter into an agreement or agreements to obtain use rights for beach club access and/or spa, fitness and other recreational activities and/or services from any facility located within Palm Beach County, Florida. Said power shall include, without limitation, the right to negotiate the specific terms and conditions of such agreement (or agreements), including, without limitation, the services to be provided, the location of facilities and/or use and/or membership fees (including, without limitation, any required food and/or beverage minimums).

ARTICLE XIII INDEMNIFICATION PROVISIONS

A. 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 "Indemnatee") 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.

B. 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, 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 indemnity for such expenses which such court shall deem proper.

C. 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 Article XIII, subsection A or B, 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.

D. Determination of Applicability. Any indemnification under Article XIII, subsection A or B, 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, employee, or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in Article XIII, subsection A or B. Such determination shall be made:

1. By the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such proceeding;

2. 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 (2) or more Directors not at the time parties to the proceeding;

3. By independent legal counsel:

a. selected by the Board of Directors prescribed in paragraph 1 or the committee prescribed in paragraph 2; or

b. if a quorum of the Directors cannot be obtained under paragraph 1 and the Committee cannot be designated under paragraph 2, selected by majority vote of the full Board of Directors (in which Directors who are parties may participate); or

4. By a majority of the voting interests of the Unit Owners who were not parties to such proceeding.

E. 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 Article XIII, subsection D.3. shall evaluate the reasonableness of expenses and may authorize indemnification.

F. Advancing Expenses. Expenses incurred by an officer or director in defending a civil or criminal proceeding 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 or officer to repay such amount if he or she 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.

G. 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, employees, or agents, under any bylaw, agreement, vote of shareholders 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, 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:

1. A violation of the criminal law, unless the director, officer, employee, or agent had reasonable cause to believe his conduct was lawful or had no reasonable cause to believe his conduct was unlawful;

2. A transaction from which the director, officer, employee, or agent derived an improper personal benefit; or

3. 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 Unit Owners.

H. 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.

I. Application to Court. Notwithstanding the failure of the Association to provide indemnification, and despite any contrary determination of the Board or of the Unit Owners in the specific case, a director, officer, employee, 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:

1. The director, officer, employee, or agent is entitled to mandatory indemnification under Article XIII, subsection B 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;

2. The director, officer, employee, 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 Article XIII, subsection G; or

3. The director, officer, employee, 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 Article XIII, subsection A, subsection B, or subsection G, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or acted in a manner 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 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.

J. Definitions. For purposes of this Article XIII, 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.

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

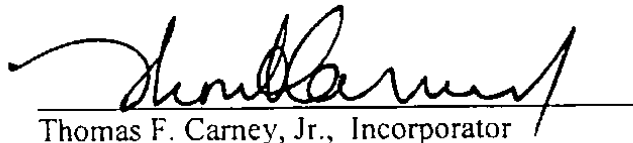
ARTICLE XIV DISTRIBUTION OF INCOME; DISSOLUTION

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 nonprofit corporation or a public agency or as otherwise authorized by the Florida Not For Profit Corporation Act (Chapter 617, Florida Statutes).

ARTICLE XV INITIAL REGISTERED OFFICE; ADDRESS AND NAME OF REGISTERED AGENT

The initial registered office of this corporation shall be at: CARNEY STANTON P.L., 135 S.E. 5th Avenue, Suite 202, Delray Beach, FL 33483, 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 Thomas F. Carney, Jr.

IN WITNESS WHEREOF, the Incorporator has affixed his/her signature this 22nd day of August, 2019.

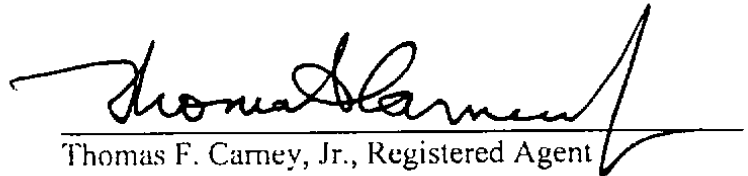

Thomas F. Carney, Jr., Incorporator

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:

First - 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 Thomas F. Carney, Jr., Esq. 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.


Thomas F. Carney, Jr., Registered Agent
Dated this 22nd day of August, 2019.