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FLORIDA PROFIT/NON PROFIT CORPORATION
Coconut Park Commercial Condominium Association, Inc

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**ARTICLES OF INCORPORATION
FOR
COCONUT PARK COMMERCIAL
CONDOMINIUM 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 1.
NAME**

The name of the corporation shall be **COCONUT PARK COMMERCIAL CONDOMINIUM ASSOCIATION, INC.** For convenience, the corporation shall be referred to in this instrument as the "Association," these Articles of Incorporation as the "Articles," and the By-Laws of the Association as the "By-Laws."

**ARTICLE 2.
OFFICE**

The principal office and mailing address of the Association shall be 5480 W Hillsboro Blvd, Coconut Creek, FL 33073, 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 the Act.

**ARTICLE 3.
PURPOSE**

The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718 of the Florida Statutes, as it exists on the date hereof (the "Act" or "Florida Condominium Act") for the operation of that certain condominium located in Broward County, Florida, and known as **COCONUT PARK COMMERCIAL CONDOMINIUM** (the "Condominium").

**ARTICLE 4.
DEFINITIONS**

The terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration of Condominium recorded or to be recorded in the public records of Broward County, Florida, establishing the Condominium, unless herein provided to the contrary, or unless the context otherwise requires.

**ARTICLE 5.
POWERS**

The powers of the Association shall include only those powers set forth in the Declaration of Condominium and the Act, and be governed by the following:

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 the terms of these Articles, the Declaration, the By-Laws or the Act.

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5.2 Enumeration. The Association shall have all of the powers and duties set forth in the Act, except as expressly limited or restricted by these Articles, the By-Laws and the Declaration (to the extent that they are not in conflict with the Act), and the powers and duties reasonably necessary to operate the Condominium in accordance with and subject to the Declaration and as more particularly described in the By-Laws, as they may be amended from time to time, which powers and duties shall, subject to the terms of the Declaration, include the following:

(a) To make and collect Assessments, Charges and other levies against members as Unit Owners, and to use the proceeds thereof in accordance with the terms of the Declaration.

(b) To assume all of Developer's and/or its affiliates' responsibilities to the County, and its governmental and quasi-governmental subdivisions and similar entities of any kind with respect to the Condominium (including, without limitation, any and all obligations imposed by any permits or approvals issued by the County, as same may be amended, modified or interpreted from time to time).

(c) To buy, accept, own, operate, lease, sell, trade and mortgage both real and personal property, subject to the provisions of the Declaration.

(d) To maintain, repair, replace, reconstruct, add to and operate the Common Elements and/or Association Property, and other property acquired or leased by the Association.

(e) To purchase insurance covering the Condominium and Association Property, and insurance for the protection of the Association, its officers, directors and Unit Owners.

(f) To enforce by legal means the provisions of the Act, the Declaration, these Articles, the By-Laws, and the rules and regulations for the use of the Condominium and/or Association Property.

(g) 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 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 regulations, 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 Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

(h) To employ personnel to perform the services required for the proper operation of the Condominium and the Association Property.

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 the Act, or as otherwise authorized by the Florida Not For Profit Corporation Act (Chapter 617, Florida Statutes).

5.5 Limitation. 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 Act; provided that, in the event of a conflict, to the maximum extent permitted under applicable law, the provisions of the Declaration shall control over those of the Act and the By Laws.

ARTICLE 6.
MEMBERS

6.1 Membership. The members of the Association shall consist of all the record title owners of Units in the Condominium from time to time, and after termination of the Condominium, shall also consist of those who were members at the time of such termination, and their successors and assigns.

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 Unit for which that share is held.

6.3 Voting. On all matters upon which the membership shall be entitled to vote, each Unit shall be entitled to cast votes (including fractional votes) equal to its percentage interests as reflected on Exhibit "2" to the Declaration of Condominium. All votes shall be exercised or cast in the manner provided by the Declaration and By-Laws. Any person or entity owning more than one Unit shall be entitled to cast the aggregate number of votes attributable to all Units owned by such person or entity.

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.

ARTICLE 7.
TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE 8.
INCORPORATOR

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

NAME
Viviana E. Aspuru

ADDRESS
100 SE Second Street, Suite 2900
Miami, Florida 33131

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**ARTICLE 9.
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; provided, however, that the member of the Board of Directors appointed or elected by the Owner(s) of the Front Unit shall at all times be entitled to appoint at least one-third of the officers of the Association. The names and addresses of the officers who shall serve until their successors are designated are as follows:

President:	
Michael Greco	5480 W Hillsboro Blvd, Coconut Creek, FL 33073
Vice President:	
Steven Fields	521 N.E. Spanish Trail Boca Raton, FL 33432 _____
Secretary/Treasurer:	
David Doddo	5480 W Hillsboro Blvd, Coconut Creek, FL 33073

**ARTICLE 10.
DIRECTORS**

10.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board consisting of three (3) directors, two (2) of which shall be elected or appointed by the Owner(s) of the Rear Unit and one (1) of which shall be elected or appointed by the Owner(s) of the Front Unit. In the event either the Rear Unit and/or the Front Unit is subdivided, the Owners of the Subdivided Rear Units shall collectively be entitled to elect (by majority vote) the two (2) Directors to be elected by the Rear Unit and the Owner(s) of the Subdivided Front Units shall collectively be entitled to elect (by majority vote) the one (1) Director to be elected by the Front Unit. Notwithstanding anything to the contrary set forth herein, in the event these Articles are amended to increase the number of directors, the Owner(s) of the Front Unit shall at all times be entitled to elect or appoint one-third of the members of the Board of Directors.

10.2 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 by the Board of Directors, subject to approval by Unit Owners when such approval is specifically required.

10.3 Election; Removal. Directors of the Association shall be elected or appointed, as applicable, 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 above.

10.4 First Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected or appointed, as applicable, and have taken office, as provided in the By-Laws, are as follows:

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Steven Fields

521 N.E. Spanish Trail
Boca Raton, FL 33432

David Doddo

5480 W Hillsboro Blvd,
Coconut Creek, FL 33073

Michael Greco

5480 W Hillsboro Blvd,
Coconut Creek, FL 33073

10.5 Standards. A director shall discharge his duties as a director, 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. 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 11. INDEMNIFICATION

11.1 Indemnitees. 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 or officer (each, an "Indemnitee") of the Association, against liability incurred in connection with such proceeding, including any appeal thereof, if such person acted in good faith and in a manner 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 such person's 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/she 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 such conduct was unlawful.

11.2 Indemnification. The Association shall indemnify any Indemnitee, 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/she is or was a director or officer of the Association against expenses and amounts paid in settlement not exceeding 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 such person reasonably believed to be in, or not opposed to, the best interests of the Association, except that no indemnification shall be made under this section 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,

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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.

11.3 Indemnification for Expenses. To the extent that a director or officer of the Association has been successful on the merits or otherwise in defense of any proceeding referred to in Section 11.1 or Section 11.2, or in defense of any claim, issue, or matter therein, he/she shall be indemnified against expenses actually and reasonably incurred by him/her in connection therewith.

11.4 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/she is ultimately found not to be entitled to indemnification by the Association pursuant to this section.

11.5 Exclusions. Indemnification or advancement of expenses shall not be made to or on behalf of any director or officer if a judgment or other final adjudication establishes that such person's 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 or officer had reasonable cause to believe his/her conduct was lawful or had no reasonable cause to believe his/her conduct was unlawful;

(b) A transaction from which the director or officer derived an improper personal benefit; or

(c) 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.

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

11.7 Application to Court. Notwithstanding the failure of the Association to provide indemnification, and despite any contrary determination of the Board of Directors or of the members in the specific case, a director or officer 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 or officer is entitled to mandatory indemnification under Section 11.3, in which case the court shall also order the Association to pay the director or officer reasonable expenses incurred in obtaining court-ordered indemnification or advancement of expenses; or

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(b) The director or officer 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 Section 11.1 or Section 11.2, unless (i) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he/she did not act in good faith or acted in a manner he/she 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/she had reasonable cause to believe his/her conduct was unlawful, and (ii) 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 such person had reasonable cause to believe that his conduct was unlawful.

11.8 Definitions. For purposes of this Article, the term "expenses" shall be deemed to include reasonable 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; the term "serving at the request of the Association" shall be deemed to include any service as a director or officer of the Association that imposes duties on such persons.

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

ARTICLE 12. BY-LAWS

The first By-Laws of the Association are hereby 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 13. AMENDMENTS

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

13.1 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 the Act. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

13.2 Adoption. Amendments shall be proposed 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) and all proposed amendments shall be subject to approval by affirmative vote representing at least eighty percent (80%) of the voting interests of Unit Owners.

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13.3 Limitation. No amendment shall make any changes in the qualifications for membership, nor in the voting rights or property rights of members, nor any changes in Sections 5.3, 5.4 or 5.5 or the Article entitled "Powers," without the approval in writing of all members and the joinder of all record owners of mortgages upon Units. No amendment shall be made that is in conflict with the Act, the Declaration or the By-Laws, 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, unless the Developer and/or the Institutional First Mortgagees, as applicable, shall join in the execution of the amendment. No amendment to this Article shall be effective.

13.4 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable law, and a copy certified by the Secretary of State shall be recorded in the public records of Broward 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.


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ARTICLE 14.
INITIAL REGISTERED OFFICE:

ADDRESS AND NAME OF REGISTERED AGENT

The street address of the initial registered office of this corporation is 100 SE Second Street, Suite 2900, Miami, Florida 33131-2130 and the name of the initial registered agent of this corporation at that address is Registered Agents of Florida, L.L.C.

IN WITNESS WHEREOF, the Incorporator has executed these Articles as of March 4, 2020.

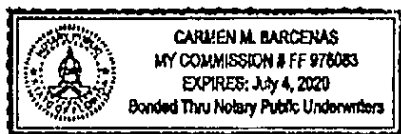



 Viviana E. Aspuru, Incorporator

STATE OF FLORIDA)
)ss:
 COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me on 4th day of March, 2020, by Viviana E. Aspuru, who is personally known to me.

[Seal]





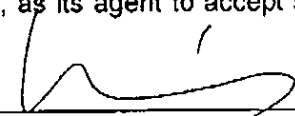
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CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE
FOR THE SERVICE OF PROCESS WITHIN FLORIDA, NAMING
AGENT UPON WHOM PROCESS MAY BE SERVED

In compliance with Section 48.091, Florida Statutes, the following is submitted:

COCONUT PARK COMMERCIAL CONDOMINIUM ASSOCIATION, INC., desiring to organize or qualify under the laws of the State of Florida, with its principal place of business at the County of Broward, State of Florida, has named Registered Agents of Florida, LLC, located at 100 SE Second Street, Suite 2900, Miami, FL 33131-2130, as its agent to accept service of process within Florida.


Viviana E. Aspuru, Incorporator

Dated: 4th day of March, 2020

Having been named to accept service of process for the above stated corporation, at the place designated in this Certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

Registered Agents of Florida, LLC, a Florida
limited liability company

By: 
Howard J. Vogel, Vice President

Dated: 4th day of March, 2020

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