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FLORIDA PROFIT/NON PROFIT CORPORATION
101 Waterfront Clematis Commercial Condominium Assoc

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**ARTICLES OF INCORPORATION FOR
101 WATERFRONT CLEMATIS 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 **101 WATERFRONT CLEMATIS 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 Bylaws of the Association as the "Bylaws".

**ARTICLE 2
OFFICE**

The principal office of the Association shall be at 101 North Clematis Street, Suite 140, West Palm Beach, Florida 33401 or at such other place as may be subsequently designated by the Board of Directors. The mailing address of the Association shall be 101 North Clematis Street, Suite 140, West Palm Beach, Florida 33401. 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 the Florida Condominium Act as it exists on the date hereof (the "Act") for the operation, administration and management of that certain condominium located in the City of West Palm Beach, Palm Beach County, Florida, and known as **101 WATERFRONT CLEMATIS COMMERCIAL, A 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 the Condominium to be recorded in the Public Records of Palm Beach County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.

**ARTICLE 5
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 the terms of these Articles, the Declaration, the Bylaws or the Act.
- 5.2 Enumeration. The Association shall have all of the powers and duties set forth in the Act, except as limited by these Articles, the Bylaws and the Declaration (to the extent that they are not in conflict with the Act), and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and as more particularly described in the Bylaws, as they may be amended from time to time, including, but not limited to, the following:
- (a) The irrevocable right to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements or any portion of a Unit, if any, to be maintained by the Association, or at any time and by force, if necessary, to prevent damage to the Common Elements, the Association Property or to a Unit or Units.
 - (b) The power to make and collect Assessments and other charges against Unit Owners and to lease, maintain, repair and replace the Common Elements and the Association Property.
 - (c) The power to contract for the management and maintenance of the Condominium Property 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, and the enforcement of rules and maintenance, repair and replacement of Common Elements 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 in the Articles, the Bylaws, and this Declaration and the Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association
 - (d) The power to adopt and amend Rules and Regulations concerning the details of the operation and use of the Units and the Condominium Property.
 - (e) The power 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 Property use and development matters (including, without limitation, plats, waivers of plat, unities of title, covenants in lieu thereof, etc.), and in that regard, each Owner, by acceptance of the deed to such Owner's Unit, and each mortgagee of a Unit Owner by acceptance of a lien on said Unit, appoints and designates the President of the Association (or its designee), as such Owner's agent and attorney-in-fact to execute any and all such documents or consents
 - (f) The power, but not the obligation or duty, to collect from Unit Owners, on behalf of the Project Declarant, the assessments and charges payable by the Unit Owners to the Project Declarant pursuant to the Building Declaration, including,

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without limitation, assessments relating to Building Shared Expenses, Garage Shared Expenses and any other assessments and charges applicable to the Commercial Parcel pursuant to the Building Declaration. Each Unit Owner, by acceptance of a deed or other conveyance of a Unit, hereby agrees, unless and until the Board of Directors determines otherwise, to pay to the Association their respective assessments and charges payable to the Project Declarant pursuant to the Building Declaration.

- (g) The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by Unit Owners or their authorized representatives at reasonable times upon prior request
- (h) The power, but not the obligation or duty, to enter into agreements with the Project Declarant and/or the owner of the Remaining Commercial Parcel to acquire use rights for, or to provide services to, the Condominium and/or the Unit Owners.
- (i) To buy, accept, own, operate, lease, sell, trade and mortgage or otherwise encumber both real and personal property in accordance with the provisions of the Declaration.
- (j) To maintain, repair, replace, reconstruct, add to and operate the Condominium Property and/or Association Property, Common Elements and other property acquired or leased by the Association.
- (k) To purchase insurance upon the Condominium Property and Association Property and insurance for the protection of the Association, its officers, directors and Unit Owners.
- (l) To enforce by legal means the provisions of the Act, the Declaration, these Articles, the Bylaws, and the rules and regulations for the use of the Condominium Property and Association Property.
- (m) 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 Bylaws.

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 except otherwise authorized in the Act 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. The powers of the Association shall be subject to and shall be exercised in

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accordance with the provisions hereof and of the Declaration, the Bylaws and the Act.

ARTICLE 6
MEMBERS

- 6.1 Membership. The members of the Association shall consist of all of 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, Unit 1 Owner shall have ninety-two (92) votes and Unit 2 Owner shall have eight (8) votes. The votes of a Unit shall not be divisible. If there is more than one member with respect to a Unit as a result of the fee interest in such Unit being held by more than one person, such members collectively shall be entitled to cast the vote(s) for the Unit. The vote of the owners of a Unit owned by more than one natural person or by a corporation or other legal entity shall be cast by the person named in a certificate signed by all of the owners of the Unit, or, if appropriate, by the properly designated officer (or officers), partner (or partners), member (or members), manager (or managers) or principal (or principals) of the respective legal entity, and filed with the Secretary of the Association, and such certificate shall be valid until revoked by a subsequent such certificate. If such a certificate is not filed with the Secretary of the Association, the vote of such Unit shall not be considered for any purpose.
- 6.4 Meetings. The Bylaws 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:

<u>NAME</u>	<u>ADDRESS</u>
Nelson Mullins Broad and Cassel	c/o Rachel Herlache, Esq. 1 North Clematis Street Suite 500 West Palm Beach, Florida 33401

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ARTICLE 9
DIRECTORS AND OFFICERS

- 9.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board consisting of the number of directors determined in the manner provided by the Bylaws.
- 9.2 Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners when such approval is specifically required by the Act, the Declaration, these Articles or the Bylaws.
- 9.3 Appointment; Removal. Directors of the Association shall be appointed at the annual meeting of the members in the manner determined by and subject to the qualifications set forth in the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws. Developer of the Condominium 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. 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:

<u>NAME</u>	<u>ADDRESS</u>
Joseph Sambuco	c/o Colonnade Properties LLC 1400 Centrepark Blvd, Suite 810 West Palm Beach, FL 33401
Pepe Fanjul, Jr.	c/o Florida Crystals Corporation 1 North Clematis Street, Suite 200 West Palm Beach, FL 33401
Alejandro Londono	c/o Florida Crystals Corporation 1 North Clematis Street, Suite 200 West Palm Beach, FL 33401

- 9.4 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

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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.

- 9.5 Officers. The affairs of the Association shall be administered by the officers holding the offices designated in the Bylaws. 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 Bylaws 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:

President:	Joseph Sambuco	c/o Colonnade Properties LLC 1400 Centrepark Blvd, Suite 810 West Palm Beach, FL 33401
Vice President:	Pepe Fanjul, Jr.	c/o Florida Crystals Corporation 1 North Clematis Street, Suite 200 West Palm Beach, FL 33401
Treasurer:	Joseph Sambuco	c/o Colonnade Properties LLC 1400 Centrepark Blvd, Suite 810 West Palm Beach, FL 33401
Secretary:	Alejandro Londono	c/o Florida Crystals Corporation 1 North Clematis Street, Suite 200 West Palm Beach, FL 33401

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ARTICLE 10 INDEMNIFICATION

The Association shall indemnify any officer or Director, or any former officer or Director, to the fullest extent permitted under law. Without limiting the foregoing, each and every Director and officer of the Association shall be indemnified by the Association against all costs, expenses and liabilities, including counsel fees at all trial and appellate levels, reasonably incurred by or imposed upon him in

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connection with any threatened, pending or completed proceeding or litigation, or any settlement in which he is a party, by reason of his being or having been a Director or officer of the Association, and the foregoing provision for indemnification shall apply whether or not such a person is a Director or officer at the time such cost, expense or liability is incurred. Notwithstanding the foregoing, in the event a Director or officer admits or is adjudged guilty of unlawful conduct or liable for gross negligence or willful malfeasance in the performance of his duties, the indemnification provisions of this Article 10 shall not apply.

ARTICLE 11 BYLAWS

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in, and authorized by, the Bylaws, these Articles and the Declaration.

ARTICLE 12 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. An amendment may be proposed by any Director. Notice of the subject matter of the proposed amendment shall be set forth in the notice of the meeting of the Board at which time such proposed amendment shall be considered. Upon approval of a proposed amendment by the majority of the Board, such amendment shall be deemed approved without the need for a member vote.
- 12.3 Limitation. No amendment shall make any changes in the qualifications for membership, or in the voting rights or property rights of members, nor any changes in Article 5, entitled "Powers", without the approval in writing of all members and the joinder of all record holders of mortgages upon Units. No amendment shall be made that is in conflict with the Act, the Declaration or the Bylaws, 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 a specific Unit Owner or Institutional First Mortgagees, unless the affected Unit Owner or Institutional First Mortgagees, as applicable, shall join in the execution of the amendment. No amendment to this paragraph 12.3 shall be effective.
- 12.4 Recording. A copy of each amendment shall be filed with the Secretary of State if required by 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.

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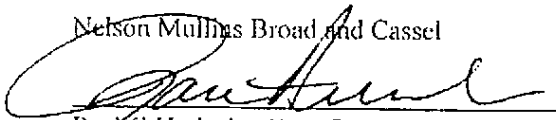
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ARTICLE 13
INITIAL REGISTERED OFFICE;
ADDRESS AND NAME OF REGISTERED AGENT

The initial registered office of this corporation shall Nelson Mullins Broad and Cassel, Attn. Rachel Herlache, Esq., 1 North Clematis Street, Suite 500, West Palm Beach, Florida 33401.

IN WITNESS WHEREOF, the Incorporator has affixed his signature the day and year set forth below.

Nelson Mullins Broad and Cassel

Rachel Herlache, Esq., Partner

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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 law 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 Nelson Mullins Broad and Cassel, c/o Rachel Herlache, Esq., 1 North Clematis Street, West Palm Beach, Florida 33401, 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.

Nelson Mullins Broad and Cassel

By: 

Name: Rachel Herlache, Esq., Partner

DATED this 10th day of June, 2020

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