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FLORIDA PROFIT/NON PROFIT CORPORATION
Atlantic Crossing Association, Inc.

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**ARTICLES OF INCORPORATION
OF
ATLANTIC CROSSING ASSOCIATION, INC.
(A Florida Corporation Not For Profit)**

In order to form a corporation not for profit under and in accordance with the provisions of Chapter 617 of the Florida Statutes, the undersigned hereby incorporates this corporation not for profit for the purposes and with the powers hereinafter set forth and, to that end, the undersigned, by these Articles of Incorporation, certifies as follows:

**ARTICLE I
DEFINITIONS**

The following words and phrases when used in these Articles of Incorporation (unless the context clearly reflects another meaning) shall have the following meanings:

1. "Articles" means these Articles of Incorporation and any amendments hereto.
2. "Assessment" means any charges which may be assessed under the Declaration from time to time against an Owner.
3. "Association" means the Atlantic Crossing Association, Inc., a Florida corporation not-for-profit, which shall have as its initial members the Owners of the Residential Parcels, the Office Parcels, the Commercial Parcels and Garage Parcels.
4. "Atlantic Crossing Documents" means the Declaration, these Articles and the Bylaws.
5. "Building(s)" means the improvements which include the Garage Parcels, the Office Parcels, the Commercial Parcels and the Residential Parcels combined, and more particularly, mixed-use buildings located upon the Land and as described in the Declaration.
6. "Bylaws" means the Bylaws of the Association and any amendments thereto.
7. "Commercial Parcels" means the property legally described in **Exhibit A-1** attached to the Declaration, together with all improvements now or hereafter located therein but excluding the Office Parcels, the Garage Parcels and the Residential Parcels.
8. "Condominium Act" means Chapter 718, Florida Statutes, in effect on the date a Residential Condominium Declaration and/or an Office Condominium Declaration (whichever occurs first) is filed in the Public Records of the County.
9. "Condominium Unit" means an Office Condominium Unit or a Residential Condominium Unit, generally, as the context requires.
10. "County" means the County of Palm Beach.

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11. "Declaration" means the Declaration of Master Covenants, Easements & Restrictions for Atlantic Crossing to be recorded amongst the Public Records of the County, as it may be amended or supplemented from time to time.

12. "Declarant" means collectively Edwards Atlantic Avenue, LLC and Edwards Intracoastal, LLC, both Ohio limited liability companies, and any successor or assignee of the rights and obligations of Declarant under the Declaration provided that no Owner, solely by reason of its purchasing a Parcel or a Condominium Unit therein, shall be considered a successor or assignee of such rights and obligations unless it is specifically designated as such in an instrument executed by Declarant. Provided, however, that any party succeeding to Declarant's interest in any Parcel through foreclosure of a first mortgage lien or deed in lieu of foreclosure shall have the right but not the obligation to assume the rights and obligations of Declarant, whether or not Declarant has executed an instrument designating such lien holder as Declarant.

13. "Garage Parcels" means the real property legally described in Exhibit A-2 attached to the Declaration, together with all improvements now or hereafter located thereon, generally including the Parking Garage but excluding the Office Parcels, the Commercial Parcels and the Residential Parcels.

14. "Land" means the land owned by Declarant on which Declarant has caused or shall cause the Buildings to be constructed, which Land is being submitted to the Declaration, and which is the real property described in the legal description which is attached as Exhibit A to the Declaration. The Land below the Buildings and any portion of the Land upon which a Building is not situated and is not located in the Garage Parcel shall be conveyed to the Association upon completion of the Buildings.

15. "Maintenance" means, and shall include with regard to any particular component of the Buildings and the Land, the maintenance (including, but not limited to, painting and other decorating), operation, inspection (including, but not limited to, inspection for the purpose of meter reading), testing, repair, preservation, replacement and/or cleaning (including, but not limited to, dusting, washing, mopping and vacuuming) thereof, as well as any other action commonly or customarily regarded as maintenance.

16. "Mortgagee" means any holder of a first mortgage lien on a Parcel, or on a leasehold interest in an entire Parcel, or on a Condominium Unit within the Office Parcels, or on a Residential Condominium Unit within the Residential Parcels, which mortgage is security for a loan advanced in good faith to finance the purchase of rights in and/or construction of the Parcel or Condominium Unit in question or to refinance a loan of such nature, provided that such holder shall give notice, as prescribed in §17.4 of the Declaration, to the parties prescribed in such §17.4, that it is the holder of such mortgage prior to being considered a Mortgagee for purposes hereof.

17. "Office Parcels" means the property legally described in Exhibit A-3 attached to the Declaration, together with all improvements including the Office Condominium Units, now or hereafter located therein. In the event an Office Condominium Declaration is recorded in the Public Records of the County, the term shall include the Office Condominium Units and the undivided interests in the common elements appurtenant thereto. The term "common elements" as used in this definition shall have the meaning given to such term in the Office Condominium Declaration.

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18. "Office Condominium Association" means the not-for-profit corporation formed or to be formed to operate the Office Parcels. For purposes of the Declaration, the Office Condominium Association shall be deemed the Owner of the Office Parcels upon the recording of the Office Condominium Declaration; it being acknowledged, however, that the Office Condominium Association will not have or hold actual title to the Office Parcels.

19. "Office Condominium Declaration" means the Declaration of Condominium which may be recorded by Declarant submitting the Office Parcels to the provisions of the Condominium Act, together with all exhibits to the Office Condominium Declaration, as such Office Condominium Declaration and exhibits thereto may be amended from time to time.

20. "Office Condominium Units" means the condominium units constructed upon the Office Parcels, and any additions or replacements thereto.

21. "Owner" means the Owner of the Garage Parcels, the Office Parcels, the Commercial Parcels or the Residential Parcels, individually, as the context shall require. For purposes of the Atlantic Crossing Documents, once a condominium declaration is recorded amongst the public records of the County with respect to a Parcel, the condominium association governing such condominium shall be deemed to be the Owner of such Parcel.

22. "Owners" means the Owners of the Garage Parcels, the Office Parcels, the Commercial Parcels or the Residential Parcels, collectively, as the context shall require.

23. "Parcel" means the Commercial Parcels, the Office Parcels, the Garage Parcels or Residential Parcels, individually, as the context shall require.

24. "Parcels" means the Garage Parcels, the Office Parcels, the Commercial Parcels and Residential Parcels, collectively, as the context shall require.

25. "Parking Garage" shall mean the parking facility constructed within and as part of the Buildings and the Garage Parcels.

26. "Residential Parcels" means the property legally described in Exhibit A-4 attached to the Declaration, together with all improvements therein, now or hereafter located therein, but excluding the Office Parcels, the Commercial Parcels and the Garage Parcels.

27. "Residential Condominium Association" means the not-for-profit corporation formed or to be formed to operate the Residential Parcels. For purposes of the Declaration, the Residential Condominium Association shall be deemed the Owner of the Residential Parcels upon the recording of the Residential Condominium Declaration; it being acknowledged, however, that the Residential Condominium Association will not have or hold actual title to the Residential Parcels.

28. "Residential Condominium Declaration" means the Declaration of Condominium which may be recorded by Declarant submitting the Residential Parcels to the provisions of the Condominium Act, together with all exhibits to the Residential Condominium Declaration, as such Residential Condominium Declaration and exhibits thereto may be amended from time to time.

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29. "Residential Condominium Units" means the residential units constructed upon the Residential Parcels, and any additions or replacements thereto.

30. "Shared Expenses" means the actual and estimated cost of Maintenance of the Shared Facilities as described in the Declaration (including unpaid "Assessments" [as defined in the Declaration] not paid by the Owner responsible for payment); all costs of the Association incurred in the performance of its duties; the costs of management and administration of the Shared Facilities, including, but not limited to, costs incurred for the services of managers, accountants, attorneys and employees; costs of providing services, personnel or equipment for the Shared Facilities; costs of all cleaning and other services benefiting the Shared Facilities; costs of comprehensive general liability insurance for the Shared Facilities, workmen's compensation insurance and other insurance covering or connected with the Shared Facilities; real and personal property taxes for the Shared Facilities, if any; costs of funding any reserve funds established for replacement, deferred maintenance, repair and upgrading of the Shared Facilities and personal property thereon; and costs of all other items or services incurred by the Association for any reason whatsoever in connection with the Shared Facilities or for the benefit of the Owners.

31. "Shared Facilities" means those portions, components, features or systems of the Buildings which by purpose, nature, intent or function afford benefits to or serve more than one Parcel in the Buildings, rather than a single Parcel exclusively, including those which are declared to be Shared Facilities in the Declaration.

Unless otherwise defined herein, the terms defined in the Declaration are incorporated herein by reference and shall appear in initial capital letters each time such terms appears in these Articles.

ARTICLE II NAME

The name of this corporation shall be ATLANTIC CROSSING ASSOCIATION, INC., a Florida corporation not for profit, whose principal address and mailing address is 495 S. High Street, Suite 150, Columbus, Ohio, 43215.

ARTICLE III PURPOSES

The purpose for which the Association is organized is to take title to, operate, administer, manage, lease and maintain the Shared Facilities within the Buildings in accordance with the terms of, and purposes set forth in, the Declaration and to carry out the covenants and enforce the provisions of the Declaration. It is not intended that this Association become a condominium association within the meaning of the Condominium Act.

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ARTICLE IV
POWERS

The Association shall have the following powers and shall be governed by the following provisions:

A. The Association shall have all of the common law and statutory powers of a corporation not for profit.

B. The Association shall have all of the powers granted to the Association in the Atlantic Crossing Documents. All of the provisions of the Declaration and Bylaws which grant powers to the Association are incorporated into these Articles.

C. The Association shall have all of the powers reasonably necessary to implement the purposes of the Association, including, but not limited to, the following:

1. To perform any act required or contemplated by it under the Atlantic Crossing Documents.

2. To make, establish, amend and enforce reasonable rules and regulations governing the use of the Shared Facilities.

3. To make, levy and collect Assessments for the purpose of obtaining funds from its "Members" (as hereinafter defined) to pay Shared Expenses and other costs defined in the Declaration and costs of collection, and to use and expend the proceeds of Assessments in the exercise of the powers and duties of the Association.

4. To maintain, repair, replace and operate the Shares Facilities in accordance with the Atlantic Crossing Documents.

5. To enforce by legal means the obligations of the Members and the provisions of the Atlantic Crossing Documents.

6. To employ personnel, retain independent contractors and professional personnel, and enter into service contracts to provide for the maintenance, operation, administration and management of the Shared Facilities and to enter into any other agreements consistent with the purposes of the Association, including, but not limited to, agreements with respect to professional management of the Shared Facilities and to delegate to such professional manager certain powers and duties of the Association.

7. To enter into the Declaration and any amendments thereto and instruments referred to therein.

8. To provide, to the extent deemed necessary by the Board, any and all services and do any and all things which are incidental to or in furtherance of things listed above or to carry out the Association mandate to keep and maintain the Buildings in a proper and aesthetically

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pleasing condition and to provide the Owners with services, amenities, controls and enforcement which will enhance the quality of life at the Buildings.

9. Notwithstanding anything contained herein to the contrary, the Association shall be required to obtain the approval of seventy-five percent (75%) of all Members (at a duly called meeting of the Members at which a quorum is present) prior to the engagement of legal counsel by the Association for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

- (a) the collection of Assessments;
- (b) the collection of other charges which Owners are obligated to pay pursuant to the Atlantic Crossing Documents;
- (c) the enforcement of any applicable use and occupancy restrictions contained in the Atlantic Crossing Documents;
- (d) dealing with an emergency when waiting to obtain the approval of the Members creates a substantial risk of irreparable injury to the Shares Facilities or to Member(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of seventy-five percent (75%) of the Voting Interests of the Members); or
- (e) filing a compulsory counterclaim.

ARTICLE V MEMBERS AND VOTING

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

A. Until such time as either (1) the first deed of conveyance of a Parcel from Declarant to an Owner or (2) a declaration of condominium with respect to one of the Parcels, is recorded amongst the Public Records of the County (collectively and individually, the "First Conveyance"), the membership of the Association shall be comprised solely of Declarant. Declarant shall be entitled to cast one (1) vote on all matters requiring a vote of the membership.

B. Upon the First Conveyance, Declarant shall be a Member as to each of the remaining Parcels until each such Parcel is conveyed to another Owner, or a declaration of condominium with respect to such Parcel is recorded, and thereupon and thereafter each and every Owner, including Declarant as to Parcels owned by Declarant, shall be a Member and exercise all of the rights and privileges of a Member.

C. Membership in the Association for Owners other than Declarant shall be established by the acquisition of ownership of fee simple title to a Parcel as evidenced by the recording of an instrument of conveyance amongst the Public Records of the County. Where title to a Parcel is

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acquired by conveyance from a party other than Declarant by means of sale, gift, inheritance, devise, judicial decree or otherwise, the person, persons or entity thereby acquiring such Parcel shall not be a Member unless or until such Owner shall deliver a true copy of a deed or other instrument of acquisition of title to the Association. Upon the recording of a declaration of condominium with respect to a Parcel, the condominium association responsible for the operation of such condominium shall be deemed the Owner of such Parcel for purposes of these Articles.

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

1. "Class A Members" shall be all Members, with the exception of Declarant while Declarant is a Class B Member, each of whom shall be entitled to the Voting Interest assigned to such Member's Parcel as set forth in the Declaration.

2. "Class B Members" shall be Declarant, who shall be entitled to three times the total number of votes of the Class A Members plus one. Class B membership shall cease and be converted to Class A membership upon the earlier to occur of the following events ("Turnover Date"):

(a) Three (3) months after all of the Voting Interests are held by Members other than Declarant; or

(b) At such time as Declarant shall designate in writing to the Association.

On the Turnover Date, Class A Members, including Declarant, shall assume control of the Association and appoint directors as provided in Article IX of these Articles.

E. The designation of different classes of membership are for purposes of establishing the number of votes applicable to certain Parcels, and nothing herein shall be deemed to require voting solely by an individual class on any matter which requires the vote of Members, unless otherwise specifically set forth in the Atlantic Crossing Documents.

F. No Member may assign, hypothecate or transfer in any manner its membership in the Association except as an appurtenance to its Parcel.

G. Any Member who conveys or loses title to a Parcel by sale, gift, devise, bequest, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, no longer be a Member with respect to such Parcel and shall lose all rights and privileges of a Member resulting from ownership of such Parcel.

H. There shall be only the assigned Voting Interest with respect to each Parcel, except for the Class B Members as set forth herein. If there is more than one Member with respect to a Parcel as a result of the fee interest in such Parcel being held by more than one person, such Members collectively shall be entitled to only the Voting Interests assigned to such Parcel. The vote of the Owners of a Parcel 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 Parcel, or, if appropriate, by properly designated officers, partners or principals of the respective legal entity ("Voting Member"), and filed with the Secretary of the Association, and such certificate shall be

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valid until revoked by a subsequent certificate. If such a certificate is not filed with the Secretary of the Association, the vote of such Parcel shall not be considered for a quorum or for any other purpose.

I. A quorum shall consist of persons entitled to cast at least a majority of the total Voting Interests of the Members.

ARTICLE VI TERM

The term for which this Association is to exist shall be perpetual. In the event of dissolution of the Association (unless same is reinstated), other than incident to a merger or consolidation, all of the assets of the Association shall be conveyed to a similar not for profit corporation or a public agency having a similar purpose, or any Member may petition the appropriate circuit court of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and its properties in the place and instead of the dissolved Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties.

ARTICLE VII INCORPORATOR

The name and address of the Incorporator of these Articles is:

Mark F. Grant, Esq.
Greenspoon Marder LLP
200 E. Broward Blvd., Suite 1800
Fort Lauderdale, FL 33301

The affairs of the Association shall be managed by the President of the Association, assisted by the Vice President(s), Secretary and Treasurer, and, if any, by the Assistant Secretary(ies) and Assistant Treasurer(s), subject to the directions of the Board. Except for officers elected prior to the Turnover Date, officers must be Members, or the parents, children, spouses, officers, directors, shareholders, partners, or members of Members.

The Board shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine. The President shall be elected from amongst the membership of the Board, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, the office of President and a 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.

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ARTICLE VIII
FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

| | |
|---------------------|---------------------|
| President | Jeffrey W. Edwards |
| Vice-President | Dean G. Kissos |
| Vice-President | Kimberly Ulle |
| Vice-President | John A. Leibold |
| Vice-President | Thomas E. Magers |
| Secretary | T. A. Ward II |
| Treasurer | Charles P. Driscoll |
| Assistant Secretary | Susan Wilgus |

ARTICLE IX
BOARD OF DIRECTORS

A. The number of Directors on the Board of Directors of the Association shall be three (3) until the Turnover Date. Following the Turnover Date, the number of Directors shall be as set forth in Section C below. Except for Declarant-appointed Directors, Directors must be Members or the parents, children, spouses, officers, directors, shareholders, partners, or members of Members. There shall be only one (1) vote for each Director.

B. The names and addresses of the persons who are to serve as Directors on the first Board are as follows:

| <u>NAMES</u> | <u>ADDRESSES</u> |
|--------------|--|
| John Leibold | 495 South High Street Columbus Ohio 43215 |
| Kim Ulle | 495 South High Street Columbus Ohio 43215 |
| Dean Kissos | 495 South High Street Columbus Ohio 43215 |

Declarant reserves the right to replace and/or designate and elect successor Directors to serve on the first Board for so long as the first Board is to serve, as hereinafter provided.

C. Upon the Turnover Date, each Member (Parcel Owner) shall appoint the number of Directors as follows:

| <u>PARCEL</u> | <u>NUMBER OF DIRECTORS</u> |
|---------------|----------------------------|
| Residential | One |
| Commercial | One |

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| Office | Two |
| Parking | One |

The foregoing number of Directors is based upon the initial Land subject to the Declaration. In the event Additional Property is subject to the Declaration, the number of Directors to be appointed by each Member (Parcel Owner) shall be as follows:

| <u>PARCEL</u> | <u>NUMBER OF DIRECTORS</u> |
|-----------------------------------|----------------------------|
| Residential (initial Land) | One |
| Residential (Additional Property) | One |
| Commercial (initial Land) | One |
| Commercial (Additional Property) | One |
| Office (initial Land) | Two |
| Office (Additional Property) | One |
| Garage (initial Land) | One |
| Garage (Additional Property) | One |

D. The Board shall continue to be so designated, as described in Paragraph C above, at each subsequent "Annual Members' Meeting" (as defined in the Bylaws).

A Director (other than a Declarant-appointed Director) may be removed from office only by the Member who appointed such Director.

E. Upon the resignation of a Director who has been designated by Declarant or the resignation of an officer of the Association who has been elected by the first Board, the Association and all of the Members of the Association shall be deemed to remise, release, acquit, satisfy and forever discharge such officer or Director of and from any and all manner of action(s), cause(s) of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Association or Members had, now have or will have or which any personal representative, successor, heir or assign of the Association or Members hereafter can, shall or may have against said officer or Director for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of such resignation, except for such Director's or officer's willful misconduct or gross negligence.

ARTICLE X INDEMNIFICATION

Each and every Director and officer of the Association shall be indemnified by the Association against all costs, expenses and liabilities, including attorney and paralegal fees at all trial and appellate levels and postjudgment proceedings, reasonably incurred by or imposed upon him in connection with any negotiation, proceeding, arbitration, litigation or settlement in which he becomes involved 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 person is a Director or officer at the time such cost, expense or liability is incurred. Notwithstanding the above, in the event

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of any such settlement, the indemnification provisions provided in this Article X shall not be automatic and shall apply only when the Board approves such settlement and reimbursement for the costs and expenses of such settlement as being in the best interest of the Association, and in the event a Director or officer admits that he is or is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification provisions of this Article X shall not apply. The foregoing right of indemnification provided in this Article X shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer of the Association may be entitled under statute or common law.

ARTICLE XI BYLAWS

The Bylaws shall be adopted by the first Board, and thereafter may be altered, amended or rescinded in the manner provided for in the Bylaws. In the event of any conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

ARTICLE XII AMENDMENTS

A. Prior to the First Conveyance, these Articles may be amended only by an instrument in writing signed by the incorporator of these Articles and filed in the Office of the Secretary of State of the State of Florida.

B. After the First Conveyance, and after the Turnover Date, these Articles may be amended solely by a majority vote of the Board, without the prior consent of the Members, at a duly called meeting of the Board.

An amendment may be adopted by a written statement (in lieu of a meeting) signed by all Directors setting forth their intention that an amendment to the Articles be adopted.

C. Notwithstanding any provisions of this Article XII to the contrary, these Articles shall not be amended in any manner which shall prejudice the rights of: (i) Declarant, without the prior written consent thereto by Declarant, for so long as Declarant holds either a leasehold interest in or title to at least one (1) Parcel or any portion thereof; and (ii) any Mortgagee without the prior written consent of such Mortgagee.

D. Notwithstanding the foregoing provisions of this Article XII, no amendment to these Articles shall be adopted which shall abridge, amend or alter the rights of Declarant hereunder, including, but not limited to, Declarant's right to designate and select members of the first Board or otherwise designate and select Directors as provided in Article IX hereof.

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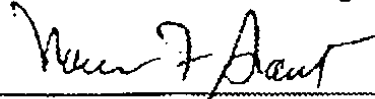
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E. Any instrument amending these Articles shall identify the particular article or articles being amended and shall provide a reasonable method to identify the amendment being made. A certified copy of each such amendment shall be attached to any certified copy of these Articles, and a copy of each amendment certified by the Secretary of State shall be recorded amongst the Public Records of the County.

ARTICLE XIII
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 1200 South Pine Island Road, Plantation, FL 33324 and the initial registered agent of the Association at that address shall be CT Corporation System.

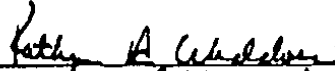
IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature, this 22nd day of July, 2020.



Print Name: Mark F. Grant, Esq.

The undersigned hereby accepts the designation of Registered Agent as set forth in Article XIII of these Articles of Incorporation, and acknowledges that he is familiar with and accepts the obligations imposed upon registered agents under the Florida Not for Profit Corporation Act.

CT Corporation System



Print Name: Kathryn A. Widdes

Dated: July 22, 2020

STATE OF Delaware)

)ss:

COUNTY OF New Castle)

The foregoing instrument was acknowledged before me this 22nd day of JULY, 2020, by KATHRYN A. WIDDES the person described as the Incorporator of these Articles who executed the foregoing Articles of Incorporation, who is personally known to me.

Notary Public

Print Name: Autumn Rae Stevens

My Commission Expires: August 6th, 2023



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