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COVER LETTER

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

SUBJECT: SYMPHONY PLACE HOA, INC.

(PROPOSED CORPORATE NAME - MUST INCLUDE SUFFIX)

Enclosed is an original and one (1) copy of the Articles of Incorporation and a check for :

☒ \$70.00
Filing Fee

☐ \$78.75
Filing Fee &
Certificate of
Status

☐ \$78.75
Filing Fee
& Certified Copy

☒ \$87.50
Filing Fee,
Certified Copy
& Certificate

ADDITIONAL COPY REQUIRED

FROM: STEVEN SARRELL

Name (Printed or typed)

5301 N FEDERAL HIGHWAY, SUITE 190

Address

BOCA RATON, FLORIDA 33487

City, State & Zip

561-807-7107

Daytime Telephone number

STEVEN@SARRELLLAW.COM

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

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

**ARTICLES OF INCORPORATION
OF
SYMPHONY PLACE HOA, INC.
(A Florida Corporation Not-For-Profit)**

In compliance with the requirements of the law of the State of Florida, and in accordance with the provisions of Chapters 617 and 720 of the Florida Statutes, the following are the Articles of Incorporation of Symphony Place HOA, Inc. (these "**Articles**").

1. **Name.** The name of the corporation shall be Symphony Place HOA, Inc. ("**Association**").

2. **Principle Office.** The principle office of the Association is 5301 N. Federal Highway, Suite 190, Boca Raton, FL 33487.

3. **Registered Office – Registered Agent.** The street address of the Registered Office of Association is 5301 N. Federal Highway, Suite 190, Boca Raton, FL 33487. The name of the Registered Agent of the Association is: Sarrell, Sarrell & Bender, P.L.

4. **Definitions.** A declaration entitled Declaration of Covenants, Restrictions and Easements for Symphony Place (the "**Declaration**") was (or will be) recorded in Public Records of Palm Beach County, Florida, and shall govern all of the operations of the community to be known as Symphony Place (the "**Community**"). All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

5. **Purpose.** Association is formed to: (a) provide for ownership, operation, maintenance, and preservation of the Common Areas and improvements thereon; (b) perform the duties delegated to it in the Declaration; (c) administer the interests of Association and the Owners; (d) promote the health, safety and welfare of the Owners.

6. **Not-for-Profit.** Association is a not-for-profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its members.

7. **Powers of Duties.** The Association shall have all the powers set forth in Section 617.0302, F.S., as well as, the following:

7.1 To perform all the duties and obligations of Association set forth in the Declaration and By-Laws, as herein provided.

7.2 To enforce, by legal action or otherwise, the provisions of the Declaration and By-Laws and all rules, regulations, covenants, restrictions and agreements governing or binding Association to Symphony Place.

7.3 To fix, levy, collect and enforce payment, by and lawful means, of all Assessments pursuant to the terms of the Declaration, these Articles and By-Laws.

7.4 To pay all Operating Costs, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of Association.

7.5 To acquire (by gift, purchase or otherwise), annex own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease transfer or otherwise dispose of real and personal property (including the Common Areas) in connection with the functions of Association except as limited by the Declaration.

7.6 To borrow money, and to mortgage, pledge or hypothecate any or all of its real or personal property as security for money or debts incurred.

7.7 To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of Symphony Place to any public agency, entity, authority, utility or other person or entity for such purpose and subject to such conditions as its determines and such provided in the Declaration.

7.8 To participate in mergers and consolidations with other not-profit corporations organized for the same purpose.

7.9 To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing Association, Symphony Place, the Common Areas, Parcels and Homes as provided in the Declaration and to effectuate all of the purposes for which Association is organized.

7.10 To have and to exercise any and all powers, rights and privileges which a not-for-profit corporation organized under the laws of the State of Florida may now, or hereafter, have or exercise.

7.11 To employ personnel and retain independent contractors to contract for management of Association, Symphony Place, and the Common Areas as provided in the Declaration and to delegate in such contract all or any part of the powers and duties of Association.

7.12 To contract for services to be provided to, or for the benefit of, Association, Owners, the Common Areas and Symphony Place as provided in the Declaration, such as, but not limited to, Telecommunications Services, maintenance, garbage pick-up, and utility services.

7.13 To establish committees and delegate certain of its functions to those committees.

7.14 To sue and be sued.

7.15 The obligation to operate and maintain the Surface Water Management System within Symphony Place (including, without limitation, all waterbodies, retention areas,

culverts, and related appurtenances, if any, in a manner consistent with the applicable SFWMD Permit requirements and applicable SFWMD rules, and to assist in the enforcement of the provisions contained in the Declaration which relate to the Surface Water Management System. The Association shall be responsible for assessing and collecting assessments for the operation, maintenance, and if necessary, repairs of the Surface Water Management System within Symphony Place.

8. Owners and Membership.

8.1 Membership. Until such time as the first deed of conveyance of a Lot from Declarant to an Owner is recorded amongst the Public Records of the County ("First Conveyance"), the membership of the Association shall be comprised solely of the Declarant. Upon the First Conveyance, Declarant shall be a Member as to each of the remaining Lots until each such Lot is conveyed to another Owner, and thereupon and thereafter each and every Owner, including Declarant as to Lots owned by Declarant, shall be a Member and exercise all of the rights and privileges of a Member. Membership in the Association for Owners other than Declarant shall be established by the acquisition of ownership of fee simple title to a Lot as evidenced by the recording of an instrument of conveyance amongst the Public Records of the County. Where title to a Lot is acquired by conveyance from a party other than Declarant by means of sale, gift, inheritance, devise, bequest, judicial decree or otherwise, the person, persons or entity thereby acquiring such Lot 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.

8.2 Assignment. The share of the Home Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Home for which the share is held. The funds and assets of the Association shall be expended, held or used only for the benefit of the Owners and for the purposes authorized herein, in the Declaration, and in the By-Laws.

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

8.3.1 "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 one (1) vote for each Lot owned.

8.3.2 "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"):

(i) Three (3) months after the conveyance of ninety percent (90%) of the "Total Developed Lots" by Declarant, as evidenced by the recording instruments of conveyance of such Lots amongst the Public Records of the County; or

(ii) 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 elect not less than a majority of the Board.

8.3.3. The designation of different classes of membership are for purposes of establishing the number of votes applicable to certain Lots, 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 Symphony Place Documents.

8.3.4. No Member may assign, hypothecate, or transfer in any manner his or her membership in the Association except as an appurtenance to his or her Lot.

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

8.3.6. There shall be only one (1) vote for each Lot, except for the Class B Members as set forth herein. If there is more than one Member with respect to a Lot as a result of the fee interest in such Lot being held by more than one person, such Members collectively shall be entitled to only one (1) vote. The vote of the Owners of a Lot owned by more than one natural person or by a corporation or other legal entity shall be cast by the person named ("Voting Member") in a certificate signed by all of the Owners of the Lot, or, if appropriate, by properly designated officers, partners 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 certificate. If such a certificate is not filed with the Secretary of the Association, the vote of such Lot shall not be considered for establishing a quorum or for any other purpose.

Notwithstanding the foregoing provisions, whenever any Lot is owned by a husband and wife, or by spouses, they may, but shall not be required to, designate a Voting Member. In the event a certificate designating a Voting Member is not filed by the husband and wife, the following provisions shall govern their right to vote:

1. When both are present at a meeting, each shall be regarded as the agent and the other for purposes of casting the vote for each Lot owned by them. In the event they are concur in their decision upon any topic requiring a vote, they shall lose their right to vote on that topic at that meeting, but shall count for purposes of establishing a quorum.

2. When only one (1) spouse is present at a meeting, the person present may cast the Lot vote without establishing the concurrence of the other spouse, absent any prior written notice to the contrary by the other spouse. In the event of prior written notice to the contrary to the Association by the other spouse, the vote of said Lot shall not be considered, but shall count for purposes of establishing a quorum.

3. When neither spouse is present, the person designated in a "Proxy" (as defined in the Bylaws) signed by either spouse may cast the Lot vote, when voting by Proxy is allowed, absent any prior written notice to the contrary to the Association by the other spouse or the designation of a different proxy by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a different Proxy by the other spouse, the vote of said Lot shall not be considered, but shall count for purposes of establishing a quorum.

8.4 Prior to Recordation of Declaration. Until such time as the real property comprising the community, and the improvements now and/or to be constructed thereon, are submitted to the community form of ownership by recordation of the Declaration in the Public Record of Palm Beach County, Florida, the membership of the Association (the "Membership") shall be comprised of the Directors of the Association, each of whom shall be entitled to cast a vote on all matters upon which the Membership would be entitled to vote.

8.5 Quorum. Unless some greater number is provided for in the Symphony Place Documents, a quorum shall consist of persons entitled to cast at least thirty percent (30%) of the total number of votes of the Members.

9. Term of Existence. The Association shall have perpetual existence.

10. Directors.

10.1 Number and Qualifications. The property, business and affairs of the Association shall be managed by a Board of Directors (the "Board") consisting initially of three (3) directors, but subject to change as provided by the By-Laws. Directors appointed or designated by the Developer need not be Owners of the Association or residents of Homes in the community. All other directors must be Owners.

10.2 Duties and Powers. All of the duties and powers of the Association existing under the Declaration, these Articles, and the By-Laws shall be exercised exclusively by the Board, its agents, contractors and/or employees, subject only to approval by Owners when such approval is specifically required by the Declaration.

10.3 Election; Removal. Directors shall be appointed, elected, and removed as provided in the By-Laws.

10.4 Current Directors. The names and addresses of the members of the current Board who shall hold office until their successors are appointed and/or elected, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Craig Dell	350 Chateau Lane, Palm Beach Gardens, Florida 33487
Cary Luskin	350 Chateau Lane, Palm Beach Gardens, Florida 33487
Moshe Stern	5301 N. Federal Highway, Suite 190, Boca Raton, Florida 33487

11. 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 and shall serve at the pleasure of the Board. The names and addresses of the current officers who shall serve until their successors are designated by the Board are as follows:

PRESIDENT: Craig Dell
350 Chateau Lane,
Palm Beach Gardens, Florida 33487

VICE PRESIDENT: Cary Luskin
350 Chateau Lane,
Palm Beach Gardens, Florida 33487

SECRETARY/TREASURER: Moshe Stern
5301 N. Federal Highway, Suite 190,
Boca Raton, Florida 33487

12. Original Incorporator. The name and address of the Original Incorporator is as follows:

Steven Sarrell, Esq.
Sarrell, Sarrell & Bender, P.L.
5301 N. Federal Highway, Suite 190,
Boca Raton, Florida 33487

13. Indemnification.

13.1 Indemnity. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a director, employee, officer, or agent of the Association, against expenses (including reasonable attorneys' fees and paraprofessional fees at trial and upon appeal), judgments, fines and amount paid in settlement actually and reasonably incurred by such person in connection with such action, suite or proceedings, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, has no reasonable cause to believe his conduct was unlawful.

The Association shall indemnify and hold harmless any person who was or is a

party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, who is the Declarant, Developer or the Current Directors and Current Board Members listed in these Articles of Incorporation, including but not limited to, any officer, director, employee, officer, agent, or attorney, against expenses (including reasonable attorneys' fees and paraprofessional fees at trial and upon appeal), judgments, fines and amount paid in settlement actually and reasonably incurred by such person in connection with such action, suite or proceedings, any matter cause or thin whatsoever from the beginning of the world to the day that such last Current Director or Current Board Member shall resign.

13.2 Limitations on Indemnification. Notwithstanding the foregoing, no indemnification shall be made with respect to any claim, issue or matter as to which such person shall have adjudged to be liable for gross, negligence or intentional misconduct in the performance of his duties to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. This limitation does not apply to the Declarant, Developer or the Current Directors and Current Board Members listed in these Articles of Incorporation, including but not limited to, any officer, director, employee, officer, agent, or attorney.

13.3 Effect of Termination of Action. The termination of any action, suit or 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 and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

13.4 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 action, suit or proceeding referred to in Section 13.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and paraprofessional fees at trial and upon appeal) actually and reasonably incurred by him in connection therewith.

13.5 Approval. Any indemnification under Section 13.1 above (unless ordered 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 that applicable standard of conduct set forth in Section 13.1 above. Such determination shall be made (a) by the Board by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable, if quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or by a majority of the voting interests of the Owners. Determination and Approval shall not apply to the Declarant, Developer or the Current Directors and Current Board Members listed in these Articles of Incorporation, including but not limited to, any officer, director, employee, officer, agent, or attorney.

13.6 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board in any specific case receipt of an undertaking by or on behalf of the affected director, officer, employee or agent to repay such amount until such time it shall ultimately be determined that he was not entitled to be indemnified by the Association as authorized in this Article 13.

13.7 Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the By-Laws, agreement, vote of Owners or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and personal representative of such person.

14. By-Laws. The By-Laws of the Association shall be adopted by the Board and may be altered, amended or rescinded by the Board, Owners, and/or the Developers as provided in the By-Laws. 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.

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

15.1 Notice. Notice of the subject matter or a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

15.2 Proposal. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or Owners holding one-third (1/3) of the voting interests in the Association.

15.3 Approval. An amendment shall be approved once it's approved:

15.3.1. By Owners holding a majority of the voting interests in the Association present in person or by proxy at a Members meeting at which a quorum thereof has been attained and by not less than sixty-six and two thirds percent (66-2/3%) of the entire board; or

15.3.2. By Owners holding eighty percent (80%) of the voting interests in the Association present in person or by proxy at a Members meeting at which a quorum has been attained; or

15.3.3. Prior to the date upon which Owners other than Developer control the Board, by not less than one hundred percent (100%) of the entire board.

15.4 Attendance Not Required. Directors not present in person at the meeting considering the amendment may express their agreement or disagreement in writing, provided that the same is delivered to the Secretary at or prior to the meeting. Such agreement or disagreement may not be used as a vote for or against the action taken and may not be used as a

vote for the purpose of creating a quorum.

15.5 Limitation. Notwithstanding the foregoing, no amendment shall be made this is in conflict with 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 herein or in the Declaration unless the Developer shall join in the execution of the amendment.

15.6 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida Law.

15.7 Developer. The Developer may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Developer alone. This paragraph may not be amended.

For the purpose of adopting these Articles of Incorporation of the Association under the laws of the State of Florida, the undersigned, being the President of the Association, has executed these Articles of Incorporation as of the 29th day of December, 2020.

SYMPHONY PLACE HOA, INC, a Florida not
for-profit corporation

By: 

Name: Craig Dell
Title: President

[SEAL]

ACCEPTANCE BY REGISTERED AGENT

The undersigned, having been named to accept service of process for the above-stated corporation at the place designated in this certificate, hereby agrees to the act in this capacity, and is familiar with, and accepts, the obligations of this position and further agrees to comply with the provisions of all statutes relative to the proper and complete performance of its duties.

Dated this 29th day of December, 2020.

SARRELL, SARRELL & BENDER, P.L.

By: 
Steven Sarrell, Esq., Partner

2021 JAN 11 12:14
CLERK OF COURT
CLERK OF COURT