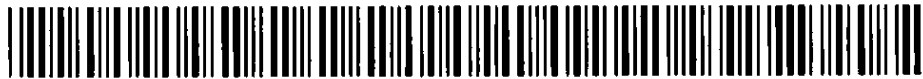


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March 14, 2022

FLORIDA DEPARTMENT OF STATE
Division of Corporations

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ARTICLES OF INCORPORATION OF 1794 CONDOMINIUM ASSOCIATION, INC.

(A Florida Corporation Not for Profit)

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

The items contained in these Articles of Incorporation are defined in the Condominium Act, Chapter 718, Florida Statutes ("Act"), as amended through the date of recording the Declaration amongst the Public Records of Palm Beach County, Florida, shall have the meaning of such terms set forth in such Act unless otherwise defined herein, and, for clarification, the following terms will have the following meanings:

- A. "Act" means the Condominium Act, Chapter 718, Florida Statutes, as amended through the date of recording the first Declaration amongst the Public Records.
- B. "Articles" means these Articles of Incorporation of the Association.
- C. "Assessments" means the share of funds required for the payment of Annual Assessments" and "Special Assessments" (as such terms are defined in the Declaration) which from time to time are assessed against a Unit Owner.
- D. "Association" means 1794 Condominium Association, Inc., a Florida Not for Profit Corporation, responsible for operating 1794 Condominium, a Condominium.
- E. "Board" means the Board of Directors of the Association.
- F. "Bylaws" means the Bylaws of the Association.
- G. "Common Elements" means the portion of the Condominium Property not included in the Units.
- H. "Common Expenses" means expenses for which the Unit Owners are liable to the Association as set forth in various sections of the Act and as described in the Condominium Documents and include:
 - (i) expenses incurred in connection with the maintenance, repair, or replacement of the Common Elements, costs of carrying out the powers and duties of the Association; and
 - (ii) any other expenses designated as Common Expenses from time to time by the Board.
- I. "Common Surplus" means the excess of receipts of the Association collected on behalf of the Condominium (including, but not limited to, assessments, rents, profits, and revenues, on account of the Common Elements) over the Common Expenses.
- J. "Condominium" means, 1794 CONDOMINIUM, a Condominium.

ARTICLES OF INCORPORATION OF 1794 CONDOMINIUM, A CONDOMINIUM

- K. "Condominium Documents" means in the aggregate the Declaration, these Articles, the Bylaws, any rules or regulations promulgated by the Association and all of the instruments and documents referred to therein and executed in connection with the Condominium.
- L. "Condominium Property" means the real property submitted to condominium ownership pursuant to the Declaration and all improvements thereon, subject to any and all easements associated therewith, including, but not limited to, the Units and Common Elements and all easements intended for use in connection with the Condominium, all as more particularly described in the Declaration.
- M. "County" means Palm Beach County, Florida.
- N. "Declaration" means the Declaration of Condominium of 1794 Condominium, as it may be amended from time to time, by which the Condominium is submitted by Developer to the condominium form of ownership in accordance with the Act.
- O. "Developer" means 9 Mimo, LLC, a Florida limited liability company, its successors, grantees and assigns. A Unit Owner shall not, solely by the purchase of a Unit, be deemed a successor or assign of Developer or of the rights of Developer under the Condominium Documents unless such Unit Owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Developer.
- P. "Director" means a member of the Board.
- Q. "Member" means a member of the Association.
- R. "Public Records" means the Public Records of the County.
- S. "Unit" means "unit" as described in the Act and is that portion of the Condominium Property, which is subject to exclusive ownership.
- T. "Unit Owner" means "unit owner" as defined in the Act and is the owner of a Unit.
- U. "Voting Certificate" means "voting certificate" as defined in the Act and is the document which designates one (1) of the record title owners, or the corporate, partnership, or entity representative who is authorized to vote on behalf of a Unit owned by more than one (1) owner or by any entity.
- V. "Voting Interests" means "voting interests" as defined in the Act and are the voting rights distributed to Members pursuant to the Declaration.

ARTICLE I.

NAME, PRINCIPAL AND MAILING ADDRESS

The name of this Association shall be 1794 CONDOMINIUM ASSOCIATION, INC., whose principal office and mailing address is 7190 SW 87th Ave, Ste. 402, Miami, FL 33173

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**ARTICLE II.
PLAN OF DEVELOPMENT AND PURPOSE OF ASSOCIATION**

- A. Developer intends to develop the Condominium on property Developer owns in the County, as fully described in the Condominium Documents. The Condominium shall be the only condominium administered by the Association.
- B. The Association shall be the Association responsible for the operation of the Condominium, subject to the terms and restrictions of the Condominium Documents. Each Unit Owner shall be a Member of the Association as provided in these Articles.
- C. The purpose for which this Association is organized is to maintain, operate and manage the Condominium and all other lawful purposes.

**ARTICLE III.
POWERS**

The Association shall have the following powers which 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, which are not in conflict with the terms of the Condominium Documents or the Act.
- B. The Association shall have all of the powers to be granted to the Association in the Condominium Documents. All provisions of the Declaration and Bylaws which grant powers to the Association are incorporated into these Articles, including, but not limited to, the maintenance, repair, and replacement of the Common Elements and the levying and collection of Common Expenses and the promulgation and enforcement of rules and regulations.
- C. The Association shall have all of the powers of a condominium association under the Act and shall have all of the powers reasonably necessary to implement the purposes of the Association including, but not limited to, the following:
 - 1. To make, establish and enforce reasonable rules and regulations governing the use of the Condominium Property (including the Units and the Common Elements);
 - 2. To make, levy, collect and enforce Assessments and special charges and any other charges and/or fees as provided in the Condominium Documents against Unit Owners, in order to provide funds to pay for the expenses of the Association, the maintenance, operation, and management of the Condominium and Condominium Property and the payment of Common Expenses and other expenses in the manner provided in the Condominium Documents and the Act and to use and expend the proceeds of such Assessments in the exercise of the powers and duties of the Association;

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3. To maintain, repair, replace, and operate the Condominium Property in accordance with the Declaration and the Act; and
4. To enforce by legal means the provisions of the Condominium Documents and the Act.

ARTICLE IV. MEMBERS

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 the Condominium is submitted to condominium ownership by the recordation of the Declaration, the membership of the Association shall be comprised solely of the members of the "First Board" (as defined in Article X hereof).
- B. Once the Condominium is submitted to condominium ownership by the recordation of the Declaration, the Unit Owners, which shall mean in the first instance Developer as the owner of both of the Units, shall be entitled to exercise all of the rights and privileges of the Members. Developer shall be a Member so long as is the record owner of any Unit in the Condominium.
- C. Except as set forth above, membership in the Association shall be established by the acquisition of ownership of fee title to a Unit as evidenced by the recording of a deed or other instrument of conveyance amongst the Public Records, whereupon the membership of the prior Unit Owner shall terminate as to that Unit. Where title to a Unit is acquired from a party other than Developer, the person, persons, corporation or other legal entity thereby acquiring such Unit shall not be a Member unless and until such acquisition is in compliance with the provisions of the applicable Declaration. New Members shall deliver to the Association a true copy of the deed or other instrument of acquisition of title to the Unit.
- D. No Member may assign, hypothecate, or transfer in any manner his or her membership or his or her share in the funds and assets of the Association except as an appurtenance to his or her Unit.
- E. With respect to voting, the following provisions shall apply:
 1. Each Unit shall be entitled to only one (1) vote, which vote shall be exercised and cast in accordance with the Condominium Documents. In the event there is more than one (1) Unit Owner with respect to a Unit as a result of the fee interest in such Unit being held by more than one (1) person or an entity, such owners collectively shall be entitled to only one (1) vote in the manner determined by the Declaration.

2. In matters that require a vote of Unit Owners, and since there are only two (2) Units in the Condominium, voting shall be voted on by the Membership and shall be determined by a unanimous vote of the Membership.
3. The membership shall be entitled to elect the Board as provided in Article IX of these Articles

ARTICLE V. TERM

The term for which this Association is to exist shall be perpetual.

ARTICLE VI. INCORPORATOR

The name and address of the incorporator of these Articles are as follows: PEDRO CAMEJO, 7190 SW 87th Ave, Ste. 402, Miami, FL 33173.

ARTICLE VII. OFFICERS

- A. The affairs of the Association shall be managed by a President, a Secretary, and a Treasurer.
- B. The Board shall elect the President, the Secretary, and the Treasurer. Such officers shall be elected annually by the Board at the first meeting of the Board following the "Annual Members' Meeting" (as described in Section 4.1 of the Bylaws); provided, however, such officers may be removed by such Board and other persons may be elected by the Board as such officers in the manner provided in the Bylaws. The President shall be a Director of the Association, but no other officer need be a Director. The same person may hold two (2) offices, the duties of which are not incompatible; provided, however, the same person may not hold the office of President who holds the office of Secretary.

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	YARIV BENSIRA
Secretary	PEDRO COMEJO
Treasurer	SACHA AZOULAI

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**ARTICLE IX.
BOARD**

- A. The number of Directors on the first Board ("First Board"), the "Initial Elected Board as hereinafter defined) shall be three (3). Beginning with the "Majority Election Meeting" (as hereinafter defined), there shall be three (3) Directors with each Unit being entitled to select one (1) Director, and by agreement, each Unit shall select the third Director.
- B. The names and addresses of the persons who are to serve as the First Board are as follows:

<u>NAME</u>	<u>ADDRESS</u>
YARIV BENSIRA	21 Oak Ave, Tenafly, NJ 07670
PEDRO CAMEJO	21 Oak Ave, Tenafly, NJ 07670
SACHA AZOULAI	21 Oak Ave, Tenafly, NJ 07670

Developer reserves the right to designate successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided. Developer reserves the right to remove any Director from the First Board and the right to remove any Director designated by Developer in accordance with these Articles.

- C. Upon the conveyance by Developer to the first Unit Owner other than Developer ("Purchaser Member"), the Purchaser Member shall be entitled to elect one Director, which election shall take place at the Initial Election Meeting. Developer shall designate the remaining two (2) Directors on the Board at the Initial Election Meeting. The Director to be so elected by the Purchaser Member and the remaining two (2) Directors to be designated by Developer are hereinafter collectively referred to as the "Initial Elected Board" and shall succeed the First Board upon their election and qualification. Subject to the provisions of Paragraph IX.D below, the Initial Elected Board shall serve until the next Annual Members' Meeting, whereupon the Directors shall be designated and elected in the same manner as the Initial Elected Board. The Directors shall continue to be so designated and elected at each subsequent Annual Members' Meeting until such time as Developer has conveyed the second Unit to another Purchaser Member.
- D. Purchaser Members are entitled to elect not less than a majority of the Board upon the happening of any of certain events.
1. Purchaser Members other than Developer are entitled to elect not less than a majority of the Board upon the happening of the following, whichever shall first occur (reciting the provisions of Sections 718.301[1][a]-[g] of the Act, as required by Rule 61B-17.0012, F.A.C.):

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

After Developer relinquishes control of the Association, Developer may exercise the right to vote any Developer-owned Units in the same manner as any other Unit owner except for purposes of

reacquiring control of the Association or selecting the majority members of the board of administration.

2. Notwithstanding the above Article IX.D(1), Developer shall have the right to at any time, upon written notice to the Association, relinquish its right to designate a majority of the Board.
- E. The election of the majority of Directors by the Purchaser Members shall occur at a meeting of the membership to be called by the Board for such purpose ("Majority Election Meeting").
- F. The Board shall continue to be elected by the Members at each subsequent Annual Members' Meeting.
- G. The Initial Election Meeting and the Majority Election Meeting shall be called by the Association, through its Board, within seventy-five (75) days after the Purchaser Members are entitled to elect a Director or all of the Directors, as the case may be. A notice of the election shall be forwarded to all Members in accordance with the Bylaws; provided, however, that the Members shall be given at least sixty (60) days' notice of such election. The notice for the Initial Election Meeting shall specify the number of Directors who shall be elected by the Purchaser Members (i.e., one) and the remaining number of Directors designated by Developer (i.e., two). The notice for the Majority Election Meeting shall specify that two (2) Directors shall be elected by each Purchaser Member.
- H. Developer specifically reserves the right to assert any right to representation on the Board it may have pursuant to the Act, notwithstanding that the resignation of Developer's appointed Directors may have previously occurred.
- I. At the Majority Election Meeting and at each Annual Members' Meeting held thereafter, each Director elected by Purchaser Members shall serve for a term of one (1) year.
- J. The Board shall continue to be elected by the Members at each subsequent Annual Members' Meeting.
- K. At each Annual Members' Meeting held subsequent to the year in which the Majority Election Meeting occurs, the number of Directors to be elected shall be four (4) with each Unit entitled to select two (2).

ARTICLE X. POWERS AND DUTIES OF THE BOARD

All of the powers and duties of the Association shall be exercised by the Board in accordance with the provisions of the Act and the Condominium Documents, where applicable, and shall include, but not be limited to, the following:

- A. Making and collecting Assessments against Members to defray the costs of the Common Expenses.
- B. Using the proceeds of Assessments in the exercise of the powers and duties of the Association and the Board.
- C. Maintaining and repairing Common Elements.
- D. Making and amending rules and regulations with respect to the Condominium.
- E. Enforcing by legal means the provisions of the Condominium Documents.
- F. Preparing a question and answer sheet, if and as required by the Act and the rules promulgated in the Florida Administrative Code by the Division of Florida Condominiums, Timeshares, and Mobile Homes, and updating the question and answer sheet at least annually.
- G. Maintaining an adequate number of copies of the Condominium Documents as well as the question and answer sheet referred to in Paragraph X.F. above to ensure their availability to Unit Owners and prospective purchasers. The Association may charge its actual costs for preparing and furnishing the foregoing to those requesting same.
- H. Obtaining competitive bids for materials, equipment, and services when required by the Act and rules set forth in the Florida Administrative Code as they relate to condominiums.
- I. All other powers and duties reasonably necessary to operate the Condominium in compliance with the Condominium Documents and the Act.

ARTICLE XI. INDEMNIFICATION

Every Director and every officer of the Association (and the Directors and/or officers as a group) shall be indemnified by the Association against all expenses and liabilities, including counsel fees (at all trial and appellate levels) reasonably incurred by or imposed upon him or them in connection with any proceeding, litigation or settlement in which he or they may become involved by reason of his or their being or having been a Director or officer of the Association. The foregoing provisions for indemnification shall apply whether or not he or they is or are a Director or officer at the time such expenses and/or liabilities are incurred. Notwithstanding the above, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement and authorizes reimbursement for the costs and expenses of the settlement as in the best interest of the Association. In instances where a Director or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer may be entitled whether by statute or common law. The indemnification hereby afforded to Directors and officers shall also extend

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to any entity other than the Association found responsible or liable for the actions of such individuals in their capacity as Directors or officers, including, but not limited to, Developer.

ARTICLE XII. BYLAWS

The Bylaws shall be adopted by the First Board and thereafter until the Majority Election Meeting, may be altered, amended, or rescinded by the affirmative approval of a majority of the Directors at a regular or special meeting of the Board. After the Majority Election Meeting, the Bylaws may be amended by unanimous approval of the Directors or Members. In the event of a conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

ARTICLE XIII. AMENDMENTS

- A. Prior to the recording of the Declaration amongst the Public Records, these Articles may be amended by an instrument in writing signed by the President and the Secretary and filed in the Office of the Secretary of State of the State of Florida. The instrument amending these Articles shall identify the particular Article or Articles being amended, give the exact language of such amendment, and give the date of adoption of the amendment by the Board. A certified copy of each such amendment shall always be attached to any certified copy of these Articles or a certified copy of the Articles as restated to include such amendment(s) and shall be an exhibit to each Declaration upon the recording of each Declaration. This Article XIII is intended to comply with Chapter 617, Florida Statutes.
- B. After the recording of the Declaration amongst the Public Records, these Articles may be amended in the following manner:
1. The Board, as a whole, shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the Members, which may be at either the Annual Members' Meeting or a special meeting. Any number of amendments may be submitted to the Members and voted upon by them at one meeting;
 2. Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record entitled to vote within the time and in the manner provided in the Bylaws for the giving of notice of meetings of Members ("Required Notice");
 3. At such meeting, a vote of the Members, including Developer as to any Unit it owns, shall be taken on the proposed amendment(s). The proposed amendment(s) shall be adopted upon receiving the unanimous vote of both Members; or

4. An amendment may be adopted by a written statement signed by all Directors and the written consent of both Members and setting forth their intention that an amendment to the Articles be adopted.
- C. No amendment may be made to the Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights, and obligations set forth in the Declaration.
- D. A copy of each amendment shall be certified by the Secretary of State of the State of Florida and, after the recordation of the Declaration, recorded amongst the Public Records as an amendment to the Declaration.
- E. Notwithstanding the foregoing provisions of this Article XIII, there shall be no amendment to these Articles which shall abridge, amend or alter the right of Developer, including the right to designate and select the Directors as provided in Article IX hereof, without the prior written consent thereto by Developer; nor shall there be any amendment to these Articles which shall abridge, alter or modify the rights of the holder, guarantor or insurer of a first mortgage on any unit or of any "Institutional Mortgagee" (as defined in each Declaration) without its prior written consent to the degree this provision is permitted by the Act.

ARTICLE XIV. EMERGENCY POWERS

The following shall apply to the extent not viewed to be in conflict with the Act:

- A. During any emergency defined in Paragraph XIV.E. below or in anticipation of such emergency, the Board may:
 1. Modify lines of succession to accommodate the incapacity of any Director, officer, agent or employee of the Association; and
 2. Relocate the principal office of the Association or designate alternate principal offices or authorize officers to do so.
- B. During any emergency defined in Paragraph XIV.E below:
 1. One or more officers of the Association present at a meeting of the Board may be deemed to be Directors for the meeting, in order of rank and within the same order of rank in order of seniority, as necessary to achieve a quorum; and
 2. The Director or Directors in attendance at a meeting shall constitute a quorum.

- C. Corporate action taken in good faith during an emergency under this Article XIV to further the ordinary affairs of the Association.
 - 1. Binds the association; and
 - 2. May not be used to impose liability on a Director, officer, employee or agent of the Association.
- D. A Director, officer or employee of the Association acting in accordance with any emergency bylaws is only liable for willful misconduct.
- E. An emergency exists for the purposes of this Article XIV if a quorum of the Directors cannot readily assemble because of a catastrophic event.

**ARTICLE XV.
REGISTERED OFFICE AND REGISTERED AGENT**

The street address of the initial registered office of the Association is 7190 SW 87th Ave. Ste. 402, Miami, FL 33173, and the initial registered agent of the Association at that address shall be Pedro Camejo.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature this 14th day of March, 2022.

Pedro Camejo

PEDRO CAMEJO, Incorporator

The undersigned hereby accepts the designation of Registered Agent 1794 Condominium Association, Inc., as set forth in Article XV 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.

Pedro Camejo

PEDRO CAMEJO, Registered Agent