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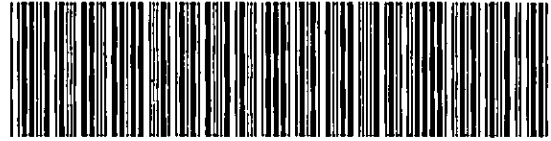
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*[Handwritten signature]*



# EISINGER LAW

Grace Rodriguez  
Real Estate Paralegal  
grodriguez@eisingerlaw.com  
Phone: 954.894.8000 x 305  
Fax: 954.894.8015

April 15, 2022

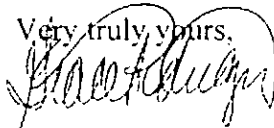
Department of State  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

Re: Delray Lakes Estates Master Association, Inc., a Florida not-for-profit corporation

Dear Sir/Madam:

Enclosed are the Articles of Incorporation for the referenced company, along with our check in the amount of \$70.00 representing your filing fee. Upon filing, please provide the undersigned with confirmation.

Should you have any questions, please do not hesitate to contact me.

Very truly yours,  
  
GRACE RODRIGUEZ  
Real Estate Paralegal

/gr  
Enc.

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DEPARTMENT OF STATE  
TALLAHASSEE, FL 32314

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**ARTICLES OF INCORPORATION  
FOR  
DELRAY LAKES ESTATES MASTER ASSOCIATION, INC.  
a Florida corporation not for profit**

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2022 APR 18 AM 11:33  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The undersigned incorporator by these Articles associates itself for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, and hereby adopts the following Articles of Incorporation:

**ARTICLE I**

**Name**

The name of the corporation shall be DELRAY LAKES ESTATES MASTER ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "**Master Association**," these Articles of Incorporation as the "**Master Articles**," and the Bylaws of the Association as the "**Master Bylaws**."

**ARTICLE II**

**Purpose**

The purpose for which the Master Association is organized is to provide an entity for the purpose of administering and managing certain specified aspects for the following two underlying residential communities located in Palm Beach County, Florida: (i) "Delray Lakes Estates" and (ii) "Modern Gardens Estates". For ease of reference, the aforesaid residential communities are sometimes hereinafter collectively referred to as the "**Delray Lakes Communities**". Jurisdiction of the Master Association over the Delray Lakes Communities is specifically limited to the terms and provisions set forth in the Master Declaration of Covenants, Conditions and Restrictions for Delray Lakes Estates, Master Bylaws, and these Master Articles of Incorporation.

**ARTICLE III**

**Definitions**

The terms used in these Master Articles shall have the same definitions and meaning as those set forth in the Master Declaration of Covenants, Conditions and Restrictions for DELRAY LAKES ESTATES/MODERN GARDENS ESTATES COMMUNITIES (the "**Master Declaration**") to be recorded in the Public Records of Palm Beach County, Florida, and/or the Master Bylaws, unless herein provided to the contrary, or unless the context otherwise requires.

**ARTICLE IV**

**Powers**

The powers of the Master Association shall include and be governed by the following:

4.1 General. The Master Association shall have all of the common-law and statutory powers of a corporation not for profit under the laws of Florida that are not in conflict with the provisions of these Master Articles, the Master Declaration, or the Master Bylaws.

4.2 Enumeration. The Master Association shall have all of the powers reasonably necessary to operate the Delray Lakes Communities pursuant to the Master Declaration and as more particularly described in the Master Bylaws and these Master Articles, as they may be amended from time to time, including, but not limited to, the following:

(a) To make and collect Assessments and other charges against "**Members**" of the Master Association (as defined in Article V hereof) as owners (the "**Owners**") of Lots, and to use the proceeds thereof in the exercise of its powers and duties.

(b) To maintain, repair, replace, reconstruct, add to and operate the "**Common Properties**" (as defined in the Master Declaration of the Delray Lakes Communities).

(c) To purchase insurance upon the Common Properties and insurance for the protection of the Master Association, its officers, Board of Directors and Owners.

(d) To make and amend reasonable Rules for the maintenance, conservation and use of any property owned by the Master Association.

(e) To enforce, by legal means, the provisions of the Master Declaration, these Master Articles, the Master Bylaws, and the Rules for the use of the Delray Lakes Communities.

(f) To the extent it so desires, to contract for the management and maintenance of the Delray Lakes Communities and to authorize a management agent to assist the Master Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Properties with funds as shall be made available by the Master Association for such purposes. The Association, including its board and all officers, shall, however, retain at all times the powers, and duties granted by the Master Declaration, including but not limited to the making of Assessments, promulgation of rules and execution of contracts on behalf of the Master Association.

(g) To employ personnel to perform the services required for the proper operation of the Common Properties of the Delray Lakes Communities.

(h) Exercise all rights, powers, privileges and perform all duties of this Master Association regarding Surface Water Management Facilities applicable to the Properties.

(i) To operate and maintain any Surface Water Management System as permitted by the Water Management District, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas which are contained

within the Master Association Property and which are not owned and dedicated to a governmental entity.

4.3 Master Association Property. All funds and the titles to all properties acquired by the Master Association and their proceeds shall be held for the benefit and use of the Members in accordance with the provisions of the Master Declaration, these Master Articles and the Master Bylaws.

4.4 Distribution of Income: Dissolution. The Master Association shall make no distribution of income to its Members, Directors or Officers, and upon dissolution, all assets of the Master Association shall be transferred only to another non-profit corporation or a public agency, except in the event of a termination of the Master Declaration.

4.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Master Declaration and the Master Bylaws.

#### ARTICLE V Members

5.1 Membership. The members of the Master Association ("**Members**") shall consist of all of the Owners of Lots in the Delray Lakes Communities from time to time, as further described in the Master Declaration.

5.2 Assignment. Each Member's share in the funds and assets of the Master Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to the Lot for which that share is held.

5.3 Voting. On all matters upon which the membership shall be entitled to vote, there shall be only one (1) vote for each Lot, which vote shall be exercised or cast in the manner provided by the Master Declaration and Master Bylaws. Any person or entity owning more than one (1) Lot shall be entitled to one vote for each Lot owned.

5.4 Meetings. The Master Bylaws shall provide for an annual meeting of Members and may make provision for regular and special meetings of Members other than the annual meetings.

#### ARTICLE VI Term of Existence

The Master Association shall have perpetual existence.

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TALLAHASSEE, FLORIDA

## ARTICLE VII

### Incorporator

The name and address of the Incorporator of these Master Articles is as follows:

Richard G. Schagrin  
8927 Hypoluxo Road, Suite A-4, #188  
Lake Worth, Florida 33467

## ARTICLE VIII

### Officers

Subject to the direction of the Board (described in Article IX below), the affairs of the Master Association shall be administered by the Officers holding the offices designated in the Master Bylaws. The Officers shall be elected by the Board at its first meeting following the annual meeting of the Members of the Master Association and shall serve at the pleasure of the Board. The Master Bylaws may provide for the removal from office of officers, for filling vacancies and for the duties of the Officers. The names of the Officers who shall serve until their successors are designated by the Board are as follows:

President	Michael Skenian
Vice President	Yosi Gil
Secretary/Treasurer	Richard Schagrin

## ARTICLE IX

### Board of Directors

9.1 Number and Qualification. The property, business and affairs of the Master Association shall be managed by a board (the "Board" or "Board of Directors") consisting of three (3) Board Members. Two (2) Board Members shall be elected from time to time by the Members of "Delray Lakes Estates" and one (1) Board Member shall be elected from time to time by the Members of "Modern Gardens Estates". Members of the Board of Directors need not be Members of the Master Association or Owners of Lots in the Delray Lakes Communities.

9.2 Duties and Powers. All of the duties and powers of the Association existing under the Master Declaration, these Master Articles, and the Master Bylaws, as well as any set forth in Chapters 617 and 720, Florida Statutes, as exist on the date hereof and as may be amended from time to time, shall be exercised exclusively by the Board, its agents, contractors or employees, subject only to approval by Owners of Lots when such approval is specifically required and except as provided in the Master Declaration.

9.3 Election; Removal. Board Members of the Master Association shall be elected at the annual meeting of the Members in the manner determined by and subject to the qualifications set forth in the Master Bylaws. Members of the Board may be removed and vacancies on the Board shall be filled in the manner provided in the Master Bylaws.

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TALLAHASSEE, FLORIDA

9.4 First Directors. The names of the Members of the first Board, who shall hold office until their successors are elected and have qualified as provided in the Master Bylaws, are as follows:

<u>Name</u>	<u>Address</u>
YOSI GIL	250 Sunny Isles Boulevard, Suite 8 Sunny Isles Beach, Florida 33160

MICHAEL SKENIAN	8927 Hypoluxo Road, Suite A-4, #188 Lake Worth, Florida 33467
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RICHARD SCHAGRIN	8927 Hypoluxo Road, Suite A-4, #188 Lake Worth, Florida 33467
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CLERK OF COURT  
STATE OF FLORIDA  
JULIA A. HARRIS  
JUL 18 2022

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#### ARTICLE X Indemnification

10.1 Indemnity. The Association shall indemnify any Board Member, Officer, or their agents, 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 such party is or was a director, employee, officers, or agent of the Master Association, against expenses (including attorneys' fees and appellate attorneys' fees) judgments, fines and amounts paid in settlement actually and reasonably incurred by such party in connection with such action, suit or proceeding, unless (a) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that such party did not act in good faith or in a manner such party reasonably believed to be in, or not opposed to, the best interest of the Master Association, and with respect to any criminal action or proceeding, that such party had reasonable cause to believe that his or her conduct was unlawful, and (b) such court also determines specifically that indemnification should be denied. 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 such person reasonably believed to be in, or not opposed to, the best interest of the Master Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that such person's conduct was unlawful.

10.2 Expenses. To the extent that a Member of the Board, officer, employee or agent of the Master Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 10.1 above, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

10.3 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 upon receipt of an undertaking by or on behalf of the affected Member of the Board, officer, employee or agent to repay such amount unless it shall be ultimately determined that he or she is entitled to be indemnified by the Master Association as authorized in this Article X.

10.4 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 any bylaw, agreement, vote of members or otherwise, and shall continue as to a person who has ceased to be a Board Member, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

10.5 Insurance. The Master Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Board Member, officer, employee or agent of the Master Association, or is or was serving at the request of the Master Association, as a Board Member, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against such party and insured by such party in any such capacity, or arising out of said person's status as such, whether or not the Master Association would have the power to indemnify said person against such liability under the provisions of this Article.

10.6 Amendment. Anything to the contrary herein notwithstanding the provisions of this Article X may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

#### ARTICLE XI Bylaws

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

#### ARTICLE XII Amendments

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

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

12.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed by any Master Board Member. Members of the Board and Members not present in person or by proxy at the meeting considering the amendment may express their approval in



~~writing~~ provided that the approval is delivered to the Secretary at or prior to the meeting. ~~All~~  
~~meetings~~ approvals shall require affirmative consent by all three (3) Master Board ~~Members~~.

12.3 Recording. A Copy of each amendment shall be filed with the ~~Department of~~  
State pursuant to the provisions of applicable Florida law.

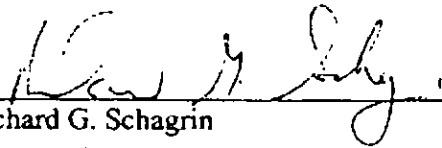
**ARTICLE XIII**  
**Principal Address of Association**

The principal office of this Corporation shall be at 8927 Hypoluxo Road, Suite A-4, #188  
Lake Worth, Florida 33467, or such other place as may subsequently be designated by the Board.

**ARTICLE XIV**  
**Registered Agent**

The initial Registered Agent of the Master Association shall be Guy Shir, Esquire, Shir  
Law Group, P.A., 2295 NW Corporate Boulevard, Suite 140, Boca Raton, Florida 33431.

IN WITNESS WHEREOF, the undersigned Incorporator has executed these Master  
Articles of Incorporation this 23<sup>rd</sup> day of MARCH, 2022.

  
\_\_\_\_\_  
Richard G. Schagrin  
Incorporator

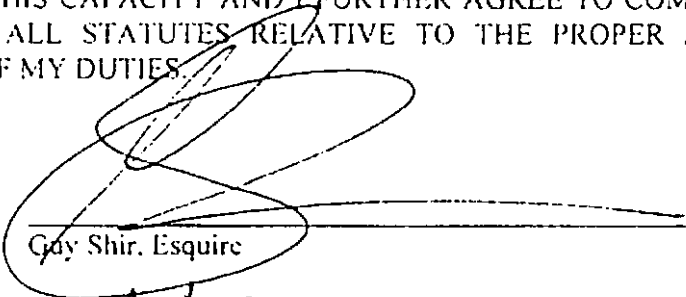
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TALLAHASSEE, FLORIDA

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

IN COMPLIANCE WITH SECTIONS 48.091 AND 617.0501, FLORIDA STATUTES,  
THE FOLLOWING IS SUBMITTED:

FIRST--THAT DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF  
THE STATE OF FLORIDA, WITH ITS PRINCIPAL PLACE OF BUSINESS IN THE CITY  
OF DELRAY BEACH, COUNTY OF PALM BEACH, STATE OF FLORIDA, THE  
CORPORATION NAMED IN THE SAID MASTER ARTICLES HAS NAMED GUY SHIR,  
ESQUIRE, AS ITS STATUTORY REGISTERED AGENT.

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE  
STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I  
HEREBY AGREE TO ACT IN THIS CAPACITY AND I FURTHER AGREE TO COMPLY  
WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND  
COMPLETE PERFORMANCE OF MY DUTIES.



Guy Shir, Esquire

Dated: April 5, 2022

2022 APR 18 AM 11:33  
CLERK OF STATE  
TALLAHASSEE, FLORIDA

1-2-20