

N23000005195

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H23000147525 3)))



H230001475253ABC\$

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

Division of Corporations
Fax Number : (850)617-6381

From:

Account Name : GUNSTER, YOAKLEY & STEWART, P.A.
Account Number : 076117000420
Phone : (561)650-0728
Fax Number : (561)671-2527

****Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.****

Email Address: eas@gunster.com

RECEIVED

2023 APR 27 AM 11:55

REGISTRARS
COMMERCIAL
SERVICES

FLORIDA PROFIT/NON PROFIT CORPORATION

Crossroads Property Owners Association, Inc.

| | |
|-----------------------|---------|
| Certificate of Status | 1 |
| Certified Copy | 1 |
| Page Count | 09 |
| Estimated Charge | \$87.50 |

2023 APR 27 AM 11:16
MAIL: 0551110710

Electronic Filing Menu

Corporate Filing Menu

Help

ma

850-617-6381

4/21/2023 2:06:58 PM PAGE 1/001 Fax Server



April 21, 2023

FLORIDA DEPARTMENT OF STATE
Division of Corporations

GUNSTER, YOAKLEY & STEWART, P.A.

SUBJECT: GROSSROADS PROPERTY OWNER'S ASSOCIATION, INC.
REF: W23000058397

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refile the complete document, including the electronic filing cover sheet:

The name designated in your document is unavailable since it is the same as, or it is not distinguishable from the name of an existing entity.

Please select a new name and make the correction in all appropriate places. One or more major words may be added to make the name distinguishable from the one presently on file.

The document number of the name conflict is N14000007635.

If you have any questions concerning the filing of your document, please call (850) 245-6052.

NANTINI, T. O'BRYEN
Regulatory Specialist II

RAW and #: W230000147525
Letter Number: 723A00008998

**ARTICLES OF INCORPORATION
OF
THE CROSSROADS POA, 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 1

NAME

The name of the corporation shall be The Crossroads POA, Inc. For convenience, the corporation shall be referred to in this instrument as the "Association," these Articles of incorporation as the "Articles," and the By-Laws of the Association as the "By-Laws". For avoidance of doubt, the Association is not established nor governed pursuant to or in accordance with Chapter 718 or Chapter 720, Florida Statutes,

ARTICLE 2

PURPOSE

The purpose for which the Association is organized is to maintain, operate, alter, repair and replace the Stormwater Facilities located within the Property in accordance with the terms of, and purposes set forth in, the Association Documents.

ARTICLE 3

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, or if not defined below as defined in the Declaration:

1. "Amendment to Declaration" means that certain Amendment to Declaration Related to Surface Water Management System by and between Pathway, Bronxville Properties LLC, Rib Rolls, LLC, Sea Lion Properties, LLC, Nola Salt Life LLC and Buddy Realty, LLC, each a Florida limited liability company (collectively, "Bronxville") and Mash Miami Holdings LLC, a Delaware limited liability company ("Mash") and the Association that is or will be recorded in the Public Records.

H23000147525 3

2. "Association Documents" means in the aggregate the Declaration, as amended by the Amendment to Declaration, the Articles and the Bylaws, all of the instruments and documents referred to therein and executed in connection therewith, and all amendments to the foregoing.

3. "Board" means the Board of Directors of the Association.

4. "Declarant" means Pathway Ventures, LTD., a Florida limited partnership, and any successor or assign thereof to which Pathway Ventures, LTD., a Florida limited partnership, specifically assigns all or part of the rights of Declarant under the Declaration by an express written assignment, whether recorded in the Public Records of the County or not. The written assignment may give notice as to which rights of Declarant are to be exercised and as to which portion of the Property. In any event, any subsequent declarant shall not be liable for any default or obligations incurred by any prior declarant, except as may be expressly assumed by the subsequent declarant.

5. "Declaration" collectively means the East Declaration and West Declaration, as each are amended by the Amendment to Declaration, and any amendments thereto.

6. "Director" means a member of the Board.

7. "East Declaration" means that certain Declaration of Easements, Covenants, Conditions and Restrictions dated December 7, 2017 by Pathway, as declarant, and recorded under Instrument #114800416 of the Public Records.

8. "Members" means all of the Owners of a Parcel within the Property.

9. "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Parcel within the Property, and includes Declarant for as long as Declarant owns fee simple title to any Parcel, but excluding therefrom those having such interest as security for the performance of an obligation.

10. "Parcel" has the meaning assigned to the same in the Declaration.

11. "Property" means the real property encumbered by the Declaration.

12. "Public Records" means the public records of Broward County, Florida.

13. "Stormwater Assessments" means the assessments for which all Owners are obligated to the Association pursuant to the Amendment to Declaration.

14. "West Declaration" means that certain Declaration of Easements, Covenants, Conditions and Restrictions by Pathway, as declarant, to be recorded in the Public Records.

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 appear in these Articles.

ARTICLE 4

POWERS

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

H23000147525 3

H23000147525 3

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 Association 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:

i. To perform any act required or contemplated by it under the Association Documents, including, without limitation, the maintenance, operation, alteration, repair and replacement of the Stormwater Facilities (as defined in the Declaration) located on the Property;

ii. To make, levy and collect (and enforce the collection of) Stormwater Assessments for the purpose of obtaining funds from the Owners to pay the costs set forth in the Amendment to Declaration and costs of collection, and to use and expend the proceeds of Stormwater Assessments in the exercise of the powers and duties of the Association;

iii. To enforce by legal means the obligations of the Members and the provisions of the Association Documents;

iv. To employ personnel, retain independent contractors and professional personnel, and enter into service, maintenance and management contracts to provide for the maintenance, operation, alteration, repair and replacement of the Stormwater Facilities at the Property and to enter into any other agreements consistent with the purposes of the Association, including, but not limited to, agreements to delegate to such contractor or manager certain powers and duties of the Association;

v. To enter into the Amendment to Declaration and any amendments thereto and instruments referred to therein;

vi. 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 Stormwater Facilities in accordance with applicable laws and licenses therefor;

vii. To borrow money and to obtain such financing as is necessary to maintain, operate, alter, repair and replace the Stormwater Facilities at the Property in accordance with the Amendment to Declaration and, as security for any such loan, to collaterally assign the Association's right to collect and enforce Stormwater Assessments levied for the purpose of repaying any such loan;

viii. To own and convey property owned by the Association;

ix. To sue and be sued;

H23000147525 3

H23000147525 3

x. To establish rules and regulations governing the Members or take any other actions necessary in accordance with the Association Documents.

ARTICLE 5

MEMBERS

A. All Owners shall automatically become Members of the Association upon acquisition of fee simple title to a Parcel, as evidenced by the recording of a deed therefor in the Public Records, or upon acquisition of a leasehold interest pursuant to which a copy or memorandum of a lease is recorded which provides that the person or entity holding the leasehold estate as tenant thereunder will be deemed to be the Owner under the Declaration. Membership continues until such time as the Owner transfers or conveys its interest of record or the interest is transferred or conveyed by operation of law (or in the case of a leasehold, such leasehold expires or is terminated, in which case the owner of fee title automatically becomes the Owner for purposes hereof), at which time membership, with respect the Parcel conveyed, automatically is conferred upon the transferee. Membership is appurtenant to, and may not be separated from, ownership of Parcels except as set forth above with respect to leasehold estates; provided, however, that (x) if there is more than one (1) Owner with respect to a Parcel, any vote cast by any Owner of such Parcel will be presumed correct unless two (2) or more votes are cast with respect to such Parcel. There shall be only one (1) Member with respect to each Parcel. No Person holding an interest of any type or nature whatsoever in a Parcel only as security for the performance of an obligation will be a Member. Declarant shall be a Member with respect to each Parcel owned by Declarant, but Declarant's status as a Member will in no event be deemed to limit or modify in any respect any rights, privileges or powers of Declarant as Declarant under the Declaration, the Articles or the Bylaws.

B. 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, but such Member shall remain jointly and severally liable for any unpaid amounts owed under the Association Documents.

C. A quorum shall consist of persons entitled to cast at least thirty percent (30%) of the total number of votes of the Members.

D. The By-Laws shall provide for an annual meeting of members, and may make provision for regular and special meetings of members other than the annual meeting.

ARTICLE 6

TERM OF EXISTENCE

The Association shall have perpetual existence.

H23000147525 3

ARTICLE 7**INCORPORATOR**

The name and address of the Incorporator of this Corporation are: Danielle DeVito-Hurley, 450 E Las Olas Boulevard, Suite 1400, Fort Lauderdale, Florida 33301-4206.

ARTICLE 8**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 of Directors of the Association at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The By-Laws may provide for the removal from office of officers, for filling vacancies and for the duties and qualifications of the officers. The following officer shall serve until his successor is designated by the Board of Directors:

| | | |
|----------------|-------------------|------------------------------------------------------------------------------|
| President | Clifford M. Stein | 5345 Pine Tree Drive Miami Beach, Florida 33140 |
| Vice-President | Joanna Golden | 2301 W. Sample Road, Building 3, Suite 1B Pompano Beach, Florida 33073 |

ARTICLE 9**DIRECTORS**

A. The number of Directors on the first Board of Directors of the Association ("First Board") and shall be three (3). 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:

| NAMES | ADDRESSES |
|-------------------|------------------------------------------------------------------------------|
| Clifford M. Stein | 5345 Pine Tree Drive Miami Beach, Florida 33140 |
| Joanna Golden | 2301 W. Sample Road, Building 3, Suite 1B Pompano Beach, Florida 33073 |
| Sabina Holtzman | 9 East Brentmoor Park St. Louis, MO, 63105 |

H23000147525 3

H23000147525 3

C. 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.

D. Upon the date that is the earlier of: (i) the date upon which Declarant no longer owns any Parcel within the Property or (ii) the date otherwise specified by Declarant in writing (the "Turnover Date"), the Members shall be entitled to elect the Board. The election of the Board shall occur at a special meeting of the membership to be called by the Board for such purpose ("Turnover Election Meeting").

E. The Turnover Election Meeting shall be called by the Association, through the Board, as provided in Paragraph D hereof. A notice of meeting shall be forwarded to all Members in accordance with the Bylaws; provided, however, that the Members shall be given at least fourteen (14) days prior notice of such meeting.

F. At the Turnover Election Meeting and each subsequent Annual Members' Meeting (as defined in the Bylaws), the Members shall elect all of the Directors; provided, however, until the Turnover Date, Declarant shall be entitled to designate all members of the Board. Declarant reserves and shall have the right, until the Turnover Date, to name the successor, if any, to any Director it has so designated.

G. The Board shall continue to be so elected, as described in Paragraph F above, at each subsequent Annual Members' Meeting, unless a Director is removed in the manner hereinafter provided. A Director (other than a Declarant appointed Director) may be removed from office upon the affirmative vote of a majority of the voting interests of Members for any reason deemed to be in the best interests of the Members. A meeting of the Members to so remove a Director (other than a Declarant appointed Director) shall be held upon the written request of ten percent (10%) of the Members.

H. The Directors elected at the Turnover Election Meeting shall serve until the next Annual Members' Meeting. The Directors elected at each Annual Members' Meeting held subsequent to the Turnover Election Meeting shall each serve for a term of office established at one (1) year.

I. 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 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 criminal conduct, willful misconduct or gross negligence.

H23000147525 3

ARTICLE 10

INDEMNIFICATION

A. 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 post-judgment proceedings, reasonably incurred by or imposed upon him/her in connection with any negotiation, proceeding, arbitration, litigation or settlement in which he/she becomes involved by reason of his/her 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 of any such settlement, the indemnification provisions provided in this Article 10 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/she is or is adjudged guilty of willful misfeasance, gross negligence, criminal conduct or malfeasance in the performance of his/her duties, the indemnification provisions of this Article 10 shall not apply. The foregoing right of indemnification provided in this Article 10 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.

B. 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 A 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.

C. 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 director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association as authorized in this Article 10.

D. 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 by-law, agreement, vote of members 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 representatives of such person.

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

H23000147525 3

H23000147525 3

F. Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article 10 may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

ARTICLE 11

BY-LAWS

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the By-Laws and the Declaration.

ARTICLE 12

AMENDMENTS

A. These Articles may not be amended without the written consent of a majority of the members of the Board.

B. Notwithstanding any provisions of this Article 12 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; and (ii) any "Mortgagee" (as such term is defined in the Declaration) without the prior written consent of such Mortgagee.

C. Notwithstanding the foregoing provisions of this Article 12 to the contrary, no amendment to these Articles shall be adopted which shall abridge, prejudice, 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 9 hereof, nor shall any such amendment be adopted or become effective without the prior written consent of Declarant so long as Declarant holds either a leasehold interest in or title to at least one (1) Parcel.

D. 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.

ARTICLE 13

INITIAL REGISTERED OFFICE: ADDRESS AND NAME OF REGISTERED AGENT PRINCIPAL OFFICE

The initial registered office of this corporation shall be at 5345 Pine Tree Drive, Miami Beach, Florida 33140, with the privilege of having its office and branch offices at other places within or without the State of Florida. The initial registered agent at that address shall be Clifford M. Stein.

ACTIVE:16645376.1

H23000147525 3

Until changed, the principal office and mailing address of the Association shall be 5345 Pine Tree Drive, Miami Beach, Florida 33140, Attn: Clifford M. Stein.

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

/s/ Danielle DeVito-Hurley

Danielle DeVito-Hurley

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

In compliance with the laws of Florida, the following is submitted:

That desiring to organizer under the laws of the State of Florida with its principal office, as indicated in the foregoing articles of incorporation, in the County of Broward, State of Florida named in the said articles has named Clifford M. Stein located at 5345 Pine Tree Drive, Miami Beach, Florida 33140, as its statutory agent.

Having been named the statutory agent of said corporation at the place designated in this certificate, I hereby accept the same and agree to act in this capacity; and agree to comply with the provisions of Florida law relative to keeping the registered office open.



CLIFFORD M. STEIN

DATED this 20th day of April, 2023