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**ARTICLES OF INCORPORATION
OF
ATP 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 terms contained in these "Articles" are defined in the Condominium Act, Chapter 718, Florida Statutes, 2022 ("Act") as amended through the date of recording the "Declaration" (as hereinafter defined) amongst the Public Records of Palm Beach County, Florida, shall have the meaning of such terms set forth in Declaration, the Bylaws or Act, as applicable, and, for clarification, the following terms will have the following meanings:

A. "Act" means the Florida Condominium Act, Chapter 718, Florida Statutes, 2022, as amended through the date of recording the Declaration amongst the Public Records, as it may hereafter be renumbered.

B. "Articles" means these Articles of Incorporation of the Association.

C. "Association" means ATP Condominium Association, Inc., a Florida corporation not for profit, the sole entity responsible for the operation of the Condominium.

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

E. "Bylaws" means the Bylaws of the Association.

F. "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 and all amendments to the foregoing.

G. "Condominium Property" means the land and improvements constructed thereon which have been submitted to condominium ownership pursuant to the Declaration, subject to the limitations thereof and exclusions therefrom.

H. "County" means Palm Beach County, Florida.

I. "Declaration" means the Declaration of Condominium of ATP Condominium, which land and improvements are submitted by Developer to the condominium form of ownership in accordance with the Act.

J. "Developer" means Pepperjack Palm, LLC, a Florida limited liability company.

K. "Public Records" means the Public Records of the County.

ARTICLE I
NAME, PRINCIPAL AND MAILING ADDRESS

The name of this Association shall be **ATP CONDOMINIUM ASSOCIATION, INC.**, a Florida corporation not for profit, whose principal office and mailing address is 925 State Road 7, Wellington, FL 33414.

ARTICLE II
PLAN OF DEVELOPMENT AND PURPOSE OF ASSOCIATION

A. Developer intends to establish the Condominium on property described in the Declaration, and shall initially contain 2 Units. The Condominium shall be the only condominium administered by the Association.

B. The Association shall be the condominium 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 administer, maintain, operate and manage the Condominium; to own portions of, operate, lease, and otherwise deal with the Condominium Property and certain of the improvements located therein now or in the future, all in accordance with the plan set forth in the Condominium Documents; 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, as contained in Chapter 617, Florida Statutes (2022), which are not in conflict with the terms of the Condominium Documents or the Act.

B. The Association shall have all of the powers 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 operation, maintenance, management, repair and replacement of the Condominium Property.

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, the Limited Common Elements 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 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;

3. To maintain, repair, replace and operate the Condominium Property in accordance with the Declaration and the Act;

4. To reconstruct improvements on the Condominium Property in the event of casualty or other loss;

5. To enforce by legal means the provisions of the Condominium Documents, and the Act;

6. To employ personnel, retain independent contractors and professional personnel, and to enter into service and management contracts to provide for the maintenance, operation, management and administration of the Condominium Property and to enter into any other agreements consistent with the purposes of the Association including, but not limited to, agreements as to the management of the Condominium Property and agreements to acquire possessory or use interests in real property and to provide therein that the expenses of said real property and any improvements thereon, including taxes, insurance, utility expenses, maintenance and repairs, are Common Expenses of the Condominium; and

7. To purchase real and/or personal property as determined by the Association in compliance with the Condominium Documents.

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 this Association shall be comprised solely of the members of the "First Board" (as defined in Article IX hereof).

B. Once the Condominium is submitted to condominium ownership by the recordation of the Declaration, the Unit Owners, shall be entitled to exercise all of the rights and privileges of the Members.

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. New Members shall deliver to the Association a true copy of the deed or other instrument of acquisition of title to the Unit, or any portion thereof.

D. No Member may assign, hypothecate or transfer in any manner his/her/its membership or his/her/its share in the funds and assets of the Association except as an appurtenance to his/her/its Unit.

E. With respect to voting, the following provisions shall apply:

1. Each Unit Owner shall be a member of the Association. Each Unit shall be entitled to 1 vote, which voting rights shall be exercised and cast in accordance with the Declaration and the Condominium Documents. In the event there is more than one (1) 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 entity, such Unit Owners collectively shall only be entitled to the percentage share vote for each Unit owned in the manner determined by the Declaration.

2. Except as otherwise required by the Condominium Documents or the Act, matters that require a vote shall be determined by a vote of the majority of the Voting Interests in attendance at any meeting having a quorum (as determined in accordance with the Bylaws).

3. Should any Unit be severed, pursuant to those rights contained in the Declaration, the voting interest of such Unit shall be divided as between each of the resulting portions of the Unit, whereby the total vote related to the Unit shall remain one.

4. The membership shall be entitled to elect the Board as provided in Article IX of these Articles.

5. Notwithstanding any other provisions of these Articles, on matters which require voting by the Members, if the question is one upon which, by express provisions of the Act or the Condominium Documents (provided the express provisions of the Condominium Documents are in accordance with the requirements of the Act), requires a vote of other than a majority vote of a quorum, then such express provision shall govern and control the required vote on the decision of such question.

ARTICLE V TERM

The term for which this Association is to exist shall be perpetual. In the event of dissolution of the Association (unless same is reinstated), other than incident to a merger or consolidation, the surface water management system property containing the surface water management system and water management portions of Common Elements shall be conveyed to the District or other appropriate agency of local government. In the event the District or agency of local government does not accept such conveyance of the surface water management system then, in such case, the surface water management system shall be conveyed to a similar non-profit corporation).

ARTICLE VI
INCORPORATOR

The name and address of the Incorporator of these Articles are as follows: Charles Brecker, Esq., Dickinson Wright PLLC, 350 Las Olas Boulevard, Suite 1750, Fort Lauderdale, FL 33301.

ARTICLE VII
OFFICERS

A. The affairs of the Association shall be managed by a President, one (1) or several Vice Presidents, a Secretary and a Treasurer and, if elected by the Board, an Assistant Secretary and an Assistant Treasurer, which officers shall be subject to the directions of the Board. The Board may employ a managing agent and/or such other managerial and supervisory personnel or entities as it deems necessary to administer or assist in the administration of the operation or management of the Association.

B. The Board shall elect the President, the Vice President, the Secretary, and the Treasurer, and as many other Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine appropriate. 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 3 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 offices of President and Vice President shall not be held by the same person, nor shall the same person hold the office of President who holds the office of Secretary or Assistant 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	Robert S. Dubey
Vice President	Richard B. Hielscher
Secretary	Robert A. Soudan, Jr.
Treasurer	Robert D. Murphy

ARTICLE IX
BOARD OF DIRECTORS

A. The number of Directors on the first Board of Directors ("First Board"), the "Initial Elected Board" (as hereinafter defined) and all Boards elected prior to the Annual Members'

Meeting following the year this corporation is formed shall be four (4). The number of Directors elected by the Members subsequent to the Developer's Resignation Event shall be as provided in Paragraph K of this Article IX.

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>
Robert S. Dubey	2334 Aqua Vista Boulevard, Fort Lauderdale, FL 33301
Richard B. Hielscher	800 Frontage Road Northfield, IL 60093
Robert A. Soudan, Jr.	800 Frontage Road Northfield, IL 60093
Robert D. Murphy	103 Royal West Norfolk, Williamsburg, VA 23188

The Board shall at all times include four (4) Directors, including two Directors who are tied-to, own or otherwise represent Unit #1 and two Director who are tied-to, own or otherwise represent Unit #2. Except for its rights with respect to the ownership of Unit #1, Developer waives any rights it may have under the Act to appoint or remove any Directors.

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; provided, however, following the conveyance of Unit #2 by Developer, unless subsequently altered by all Members, the Board shall at all times include two Director who are tied-to, own or otherwise represent Unit #2.

C. Upon the conveyance by Developer of Unit #2 to an unaffiliated party of developer (the "Purchaser Member"), Purchaser Member shall be entitled to elect two (2) members of the Board, which election shall take place at the Initial Election Meeting. Developer shall designate the member of the Board selected by Developer and both Developer and Purchaser member shall jointly agree to the remaining Director on the Board at the Initial Election Meeting. The Director to be so elected by the Purchaser Member and the remaining Director to be designated by Developer and Purchaser Member 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.

D. Purchaser Member and Developer agree to maintain even representation on the Board in conformance with the terms of this Article IX, including Purchaser Member and

developer each electing two (2) Directors, following "turnover" of the Board, as set forth in sub-Sections 718.301(1)(a) - (c), F.S., as required by Rule 61B-17.0012, F.A.C.).

1. As set forth in the foregoing portion of the Act, turnover of the Board shall be triggered by the earlier of the following events:

a. Three (3) years after fifty percent (50%) of the Units have been conveyed to Purchaser Members; or

b. Three (3) months after ninety percent (90%) of the Units in have been conveyed to Purchaser Members; or

c. When both Units have been completed, and Unit #2 has been conveyed to Purchaser Member, and none of the others are being offered for sale by Developer in the ordinary course of business; or

d. When Unit #2 has been conveyed to Purchaser Member and Unit #1 is neither being constructed or offered for sale by Developer in the ordinary course of business; or

e. Seven years after recordation of the Declaration. The developer is entitled to elect at least one member of the Board of the Association as long as the developer holds for sale in the ordinary course of business at least 5 percent, in condominiums with fewer than 500 units, and 2 percent, in condominiums with more than 500 units, of the units in a condominium operated by the association. Following the time the developer relinquishes control of the Association, the 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 a majority of the members of the board of administration.

2. Developer and Purchaser Member, as well as successor interests in title, shall endeavor to maintain Board representation which allows each party to elect one Director, and the 3rd Director being jointly agreed to by both parties.

E. The election of not less than a majority of Directors by Purchaser Member shall occur at a meeting of the membership to be called by the Board for such purpose ("Majority Election Meeting").

F. At the Majority Election Meeting, the Purchaser Member shall elect two (2) Directors and Developer, until the Developer's Resignation Event, shall be entitled to designate two (2) Directors. Developer reserves the right, until the Developer's Resignation Event, to name the successor, if any, to any Director it has so designated; provided, however, Developer shall in any event be entitled to exercise any right it may have to representation on the Board as granted by law, notwithstanding the occurrence of the Developer's Resignation Event.

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 Member is entitled to elect two (2) Directors. 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 shall also specify that two Directors that shall be elected by the Purchaser Member and that two Directors to be elected by Developer.

H. At each Annual Members' Meeting held subsequent to the year in which the Developer's Resignation Event occurs, the number of Directors to be elected shall be determined by the Board from time to time, but there shall not be less than four (4) Directors.

I. The following provisions shall govern the right of each Director to vote and the manner of exercising such right:

1. There shall be only one (1) vote for each Director.
2. All of the Directors of the Board shall vote thereon as one (1) body.

3. In the case of deadlock by the Board, the matter shall be submitted to final and binding arbitration to be administered by the American Arbitration Association (the "AAA") in accordance with its Commercial Arbitration Rules. The arbitration shall be conducted by one arbitrator mutually agreed upon by the Managers, and if no agreement can be reached within 30 days after the filing of the arbitration demand, then by one arbitrator having not less than ten years' experience in matters of the type in dispute who is chosen by the AAA pursuant to the applicable rules. The arbitrator may grant both legal and equitable relief, and may award interim relief as well as a final award; *provided, however*, that the arbitrator will not be empowered to award punitive damages. The arbitration shall take place in Miami, Florida, and the final award rendered in such arbitration will be final and binding on the parties and may be entered in any court having jurisdiction thereof for confirmation and entry of judgment.

ARTICLE X POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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, repairing and operating the improvements within the Common Elements.
- D. Reconstructing improvements after casualties and losses and making further authorized improvements within the Common Elements.

E. Making and amending rules and regulations with respect to the Condominium.

F. Enforcing by legal means the provisions of the Condominium Documents.

G. Contracting for the management and maintenance of the Condominium Property, authorizing a management agent to assist the 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 improvements or portions thereof for which the Association has such responsibility and other services with funds that shall be made available by the Association for such purposes and terminating such contracts and authorizations. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium Documents and the Act including, but not limited to, the making of Assessments, promulgation of rules and regulations and execution of contracts on behalf of the Association.

H. Paying taxes and Assessments which are or may become liens against the Common Elements of the Condominium and assessing the same against Units within the Condominium, the Unit Owners of which are responsible for the payment thereof.

I. Purchasing and carrying insurance coverage for the protection of Members and the Association against casualty and liability in accordance with the Act and the Condominium Documents and including coverage for directors and officers and any manager handling funds on behalf of the Association, with premiums allocated therefor in a fair and equitable manner.

J. Paying any costs pertaining to or arising out of the Protective Covenants described in Section 2.24 of the Declaration.

K. Paying costs of all power, water, sewer and other utility services rendered to the Condominium Property, inclusive of any charges incurred by the South Florida Water Management District not billed directly to Unit Owners.

L. Engaging in mandatory non-binding arbitration as provided for in Section 718.112(2)(a)2 of the Act for the settlement of disputes as provided for in Section 718.1255 of the Act. The provisions of Sections 718.112(2)(a)2 and 718.1255 are incorporated by reference herein.

M. Ensuring that the following contracts shall be in writing:

- (i) Any contract for the purchase, lease or renting of materials or equipment which is not to be fully performed within one (1) year from the date of execution of the contract.
- (ii) Any contract, regardless of term, for the provision of services other than contracts with employees of the Association, and contracts for attorneys and accountant services, and any other service contracts exempted from the foregoing requirement by the Act or rules set forth in the Florida

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Administrative Code as they relate to condominiums, as the Act and such rules may be amended from time to time.

N. Obtaining competitive bids for materials, equipment and services where required by the Act and rules set forth in the Florida Administrative Code as they relate to condominiums.

O. All other powers and duties reasonably necessary to operate and maintain the Condominium in compliance with the Condominium Documents, the Act and the Master Declaration.

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 legal fees (at all trial and appellate levels) reasonably incurred by or imposed upon him/her/them in connection with any proceeding, litigation or settlement in which he/she/it may become involved by reason of his/her/it being or having been a Director or officer of the Association. The foregoing provisions for indemnification shall apply whether or not he/she/it is 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/her/its 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 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 of the Association shall be adopted by the First Board and thereafter may be altered, amended or rescinded only by the affirmative vote of not less than a seventy-five (75%) of the Voting Interests present at an Annual Members' Meeting or special meeting of the membership and the affirmative approval of a majority of the Board at a regular or special meeting of the Board. 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. These Articles may be amended in the following manner:

1. The Board shall adopt a resolution setting forth the proposed amendment

and directing that it be submitted to a vote at a meeting of Members, which may be 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. The proposed amendment shall be adopted upon receiving the affirmative vote of a seventy-five percent (75%) of the Voting Interests of all Members entitled to vote thereon; or

4. An amendment may be adopted by a written statement signed by all Directors and written consent of Members representing the Voting Interests sufficient to pass the amendment if the vote were to be taken at a meeting where all members are present and setting forth their intention that an amendment to the Articles be adopted. Where an amendment is passed by written consent in lieu of meeting, those Members not submitting written consent shall be notified in writing of the passage thereof.

B. 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.

C. A copy of each amendment shall be filed with and 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.

D. Notwithstanding the foregoing provisions of this Article XIII, 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 First Mortgagee" (as defined the Declaration) without its prior written consent.

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.

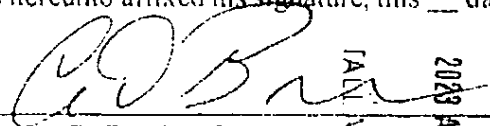
E. An emergency exists for the purposes of this Article XIV if a quorum of the Directors cannot readily assemble because of a catastrophic event.

ARTICLE XV

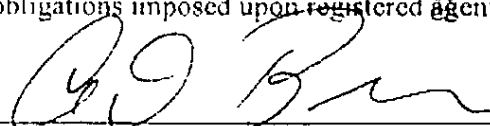
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is Dickinson Wright PLLC, 350 Las Olas Boulevard, Suite 1750, Fort Lauderdale, FL 33301, and the initial registered agent of the Association at that address shall be Charles D. Brecker.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature, this 7th day of August, 2023.


Charles D. Brecker, Incorporator

The undersigned hereby accepts the designation of Registered Agent of ATP 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.


Charles D. Brecker, Registered Agent