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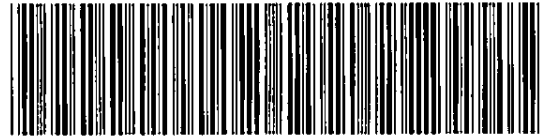
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Articles of Incorporation of Atlantic Fields Residential Association, Inc.

(A Corporation Not For Profit)

We the undersigned, being natural persons competent to contract, for the purpose of forming a corporation not for profit under the laws of the State of Florida, adopt, subscribe, and acknowledge the following Residential Association Articles (as amended or supplemented from time to time, "Residential Association Articles"):

Article I. Name and Address

The name of the corporation shall be Atlantic Fields Residential Association, Inc. ("Residential Association"). The street and mailing address of the principal office of Residential Association is 14605 N. 73rd Street, Scottsdale, AZ 85260, or at such other place as subsequently designated by the Board of Directors of Residential Association (as constituted from time to time, in accordance with these Residential Association Articles, "Residential Association Board").

Article II. Definitions

All terms which begin with a capitalized initial used in these Residential Association Articles have the same meaning as defined in the Residential Declaration of Covenants, Conditions, and Restrictions of Atlantic Fields, as the same may be amended from time to time ("Residential Declaration"), unless these Residential Association Articles specifically provide otherwise, or unless the context dictates a contrary meaning.

Article III. Term of Existence

Residential Association shall exist for so long as the Residential Declaration is in effect, and shall be terminated by the termination of the Residential Declaration in accordance with its terms.

Article IV. Purpose

The purpose for which Residential Association is organized is to act as a governing association for the Residential Property located in Martin County, Florida for the purposes set forth in the Residential Declaration, and for any other lawful purposes.

Article V. Powers

Residential Association shall have all common law and statutory powers permitted a corporation not for profit under Florida law which are not in conflict with these Residential Association Articles, together with such additional specific powers as are contained in the Residential Declaration and Residential Association Bylaws.

Article VI. Qualification of Members, the Manner of Their Admission, and Voting

Section 6.1. The Incorporator constitutes the sole member of Residential Association until the initial recording of the Residential Declaration in the Public Records naming Residential Association as the residential association thereunder. On the initial recording of the Residential Declaration in the Public Records, Discovery Hobe Sound Investors, L.L.C, a Florida limited liability company ("Declarant"), shall hold all memberships in Residential Association. Thereafter, Declarant and each other Owner will be a member of Residential Association ("Member") (a) automatically with respect to each Parcel owned by Declarant, (b) when the purchase price is paid and the deed for a Parcel is issued and recorded in the

Public Records with respect to an Owner. Such membership is appurtenant to and shall not be separated from ownership of any Parcel.

Section 6.2. Ownership of a Parcel shall be a prerequisite to exercising any rights as a Member. Ownership may be held by one or more individuals or by a corporation, partnership, trust, or any other appropriate legal entity with the power to hold title.

Section 6.3. Membership with respect to a given Parcel shall terminate on the transfer of ownership of the Parcel (for that Parcel only if more than one is owned), provided the transfer is accomplished in accordance with the Residential Declaration, on deletion of the Parcel or applicable portion of the Residential Property, or on the termination of the Residential Declaration with respect to all of the Parcels or all of the Residential Property.

The transferor's membership automatically shall transfer and be vested in the new Owner succeeding to the ownership interest in the Parcel, subject to any transfer fees set forth in this Section 6.3, and a Lien for all unpaid assessments, charges, and expenses, except as otherwise provided in the Residential Declaration. Residential Association may rely on a recorded deed as evidence of such transfer of ownership to terminate such transferor's ownership and recognize the ownership of such transferee. Residential Association reserves the right to charge a transfer fee in the amount determined by Residential Association Board from time to time for the transfer to Parcels.

Section 6.4. There shall be two classes of Member for voting purposes, as described in Article II of the Residential Declaration.

Section 6.5. The share of Members in the funds and assets of Residential Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to the Parcel.

Article VII. Incorporator

The name and address of the Incorporator of Residential Association are as follows:

<u>Name</u>	<u>Address</u>
Joseph Arenson	257 N. Canon Dr. #300, Beverly Hills, CA 90210

Article VIII. Residential Association Board

Section 8.1. The affairs of Residential Association shall be managed and conducted by Residential Association Board. The number, terms of office, and provisions regarding election, removal, and filling of vacancies on Residential Association Board shall be as set forth in the Residential Association Bylaws.

Section 8.2. The initial Residential Association Board shall consist of three (3) persons. The names and addresses of the initial Residential Association Board who shall hold office until their successors have been duly elected and qualified as provided in the Residential Association Bylaws are as follows:

<u>Name</u>	<u>Address</u>
Joseph Arenson	257 N. Canon Dr. #300, Beverly Hills, CA 90210
Schuyler Joyner	14605 N. 73rd Street, Scottsdale, AZ 85260
Michelle Ngo	257 N. Canon Dr. #300, Beverly Hills, CA 90210

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Article IX. Officers

The officers of Residential Association shall consist of president, vice president, secretary, treasurer, and other officers Residential Association Board may from time to time deem appropriate. The officers of Residential Association shall be elected at the first meeting of Residential Association Board and at each annual meeting of Residential Association Board and shall hold office at the pleasure of Residential Association Board. Any officer may be removed at any meeting by the affirmative vote of a majority of Residential Association Board either with or without cause, and any vacancy in any office may be filled by Residential Association Board at any meeting thereof.

The names of the officers who shall serve until the first election are:

<u>Name</u>	<u>Office</u>
Joseph Arenson	President
Schuyler Joyner	Vice President
Michelle Ngo	Secretary; Treasurer

Article X. Residential Association Bylaws

The Residential Association Bylaws are to be made or approved by the initial Residential Association Board and may be amended, altered, modified, or rescinded as set forth in the Residential Association Bylaws and as permitted by Applicable Law.

Article XI. Amendments to Residential Association Articles

Section 11.1. Amendments to these Residential Association Articles shall be made in the following manner:

(a) Residential Association Board shall adopt a resolution setting forth the proposed amendment and, if Members have been admitted, directing that it be submitted to a vote at a meeting of the Members, which may be either the annual or a special meeting. If no Members have been admitted, the amendment shall be adopted by a vote of a majority of directors and the provisions for adoption by Members shall not apply.

(b) Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member entitled to vote thereon within the time and in the manner provided in the Residential Association Bylaws for the giving of notice of meetings of Members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of the annual meeting.

(c) At such meeting having a quorum in attendance in person or by proxy, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted on receiving the affirmative vote of seventy-five percent (75%) of the number of votes cast by the Members in person or by proxy at such meeting.

Section 11.2. Any number of amendments may be submitted to the Members and voted on by them at one meeting.

Section 11.3. Notwithstanding anything in these Residential Association Articles to the contrary, no amendment shall make any change in the qualifications for membership without approval in writing of all of the Members and the consent of all record holders of mortgages on any Residential Property or on property held by Residential Association. No amendment shall be made that is in conflict with

Applicable Law or the Residential Declaration. No amendment which affects the rights and privileges provided to Declarant by Applicable Law or the Residential Declaration, as determined by Declarant in its sole discretion, shall be effective without the written consent of Declarant.

Section 11.4. Prior to Turnover, Declarant shall have the right to unilaterally amend these Residential Association Articles as it may deem appropriate in its sole discretion, subject to Applicable Law, including the following: as may be required by any lending institution, title insurance company, or public body; as may be necessary to conform these Residential Association Articles to the requirements of Applicable Law; to facilitate the operation and management of the Residential Property; or to facilitate the sale of any property by Declarant or a Related Party, regardless of whether located on the Residential Property. No such amendment to these Residential Association Articles permitted to be unilaterally made by Declarant shall be permitted if such amendment would prejudice or impair to any material extent the rights of the Owners as a whole or any record holder of a mortgage on any Residential Property.

Section 11.5. Each amendment must be executed with the formalities of a deed and is effective when recorded in the Public Records pursuant to Section 720.306(1)(e), Florida Statutes.

Article XII. Additional Provisions

Section 12.1. No officer, director, or Member shall be personally liable for any debt or other obligation of Residential Association except as provided in the Residential Declaration.

Section 12.2. Residential Association shall not be operated for profit. This corporation is organized under a non-stock basis, no dividend shall be paid, and no part of the income of Residential Association shall be distributed to its Members, directors, or officers. Residential Association may pay compensation in a reasonable amount to its Members, directors, or officers for services rendered, and may confer benefits on its Members as permitted by Applicable Law and on dissolution or final liquidation may make distribution to its Members as permitted by a court of competent jurisdiction. No such payment, benefit, or distribution shall be deemed to be a dividend or distribution of income.

Section 12.3. Any assessments or fees collected by Residential Association, or by any agent acting on behalf of Residential Association, are held for the benefit of Members and shall not be considered income of Residential Association.

Section 12.4. Unless the context of these Residential Association Articles requires otherwise, the use of plural shall include the singular and the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

Section 12.5. Should any paragraph, sentence, phrase, or portion of any provision of these Residential Association Articles, the Residential Association Bylaws, or Residential Rules and Regulations be held invalid or held inapplicable to certain circumstances, it shall not affect the validity of the remaining parts, remaining instruments, or the application of such provisions to different circumstances.


Section 12.6. The name and address of the initial registered agent for the service of process on Residential Association are:

CT Corporation System
1200 Pine Island Road
Plantation, Florida 33324

The above address also is the address of the registered office of Residential Association.

In witness whereof, the subscribing Incorporator has set his hands and caused these Residential Association Articles to be executed this 11th day of March, 2024.

day of March, 2024


Joseph Arenson, Incorporator

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

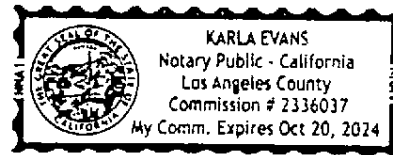
STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES) SS.

On 3/11, 2023, before me, Karla Evans, Notary Public, personally appeared Joseph Lyle Arneson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public



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TALLAHASSEE, FL

Acceptance by Agent

The undersigned, having been designated as agent for service of process on Atlantic Fields Residential Association, Inc., a Florida not-for-profit corporation within the State of Florida, at the place designated in Article XII of the foregoing Residential Association Articles, accepts the appointment as registered agent for Atlantic Fields Residential Association, Inc., a Florida not-for-profit corporation and is familiar with and accepts the obligations of this position.

CT Corporation System

By: Eric Carlson
Title: Eric Carlson, Asst. Secretary

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