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**FLORIDA PROFIT/NON PROFIT CORPORATION
THE SHOPPES AT MONTERRA ASSOCIATION, INC.**

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**ARTICLES OF INCORPORATION
OF
THE SHOPPES AT MONTERRA ASSOCIATION, 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, by these Articles of Incorporation, certifies as follows:

**ARTICLE I
DEFINITIONS**

Capitalized terms used and not otherwise defined in these Articles shall have the meanings ascribed to such terms in that certain Declaration of Covenants, Restrictions and Easements for **THE SHOPPES AT MONTERRA COMMONS** ("Declaration") to be recorded in the Public Records of Broward County, Florida.

**ARTICLE II
NAME**

The name of this corporation shall be **THE SHOPPES AT MONTERRA ASSOCIATION, INC.**, a Florida not-for-profit corporation. For convenience, the corporation shall be herein referred to as the Association, whose present address is 600 West Hillsboro Blvd, Suite 201, Deerfield Beach, Florida 33441.

**ARTICLE III
PURPOSE**

The purpose for which the Association is organized is to take title to, operate, administer and maintain the Common Area in accordance with the terms, provisions and conditions contained in the Declaration and Monterra Shoppes Documents and to carry out the covenants and enforce the provisions relative to the Association as set forth in the Declaration and Monterra Shoppes Documents and to operate, lease, trade, sell and otherwise deal with the personal and real property of the Association.

**ARTICLE IV
POWERS**

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

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- (1) 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 Declaration or Bylaws.
- (2) The Association shall have all of the powers granted to the Association in the Declaration. All of the provisions of the Declaration and Bylaws are incorporated into these Articles for the purpose of establishing the Association's powers necessary for it to act as contemplated by the Declaration and the Monterra Shoppes Documents.
- (3) The Association shall have all of the powers reasonably necessary to implement its purpose, including, but not limited to, the following:
 - (i) To perform any act required or contemplated by it under the Declaration and the Monterra Shoppes Documents;
 - (ii) To make, establish, amend abolish (in whole or in part) and enforce reasonable rules and regulations governing the use of the Common Area;
 - (iii) To make, levy and collect Assessments for the purpose of obtaining funds from its Members to pay Common Area Expenses and other costs defined in the Declaration and the Monterra Shoppes Documents and costs of collection, and to use and expend the proceeds of such Assessments in the exercise of its powers and duties of the Association;
 - (iv) To own, maintain, repair, replace, operate and convey the Common Area in accordance with Declaration and the Monterra Shoppes Documents;
 - (v) To enforce by legal means the obligations of the membership of the Association and the provisions of the Declaration and the Monterra Shoppes Documents;
 - (vi) To employ personnel, retain independent contractors and professional personnel and enter into service and management contracts (in its sole and absolute discretion) to provide for the maintenance, operation, management and administration of the Common Area and to enter into any other agreements consistent with the purposes of the Association;
 - (vii) To enter into the Monterra Shoppes Documents and any amendments thereto and instruments referred to therein;
 - (viii) 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 Common Area in a proper and aesthetically pleasing condition;
 - (ix) To borrow money and to obtain such financing as is necessary to maintain, repair and replace the Common Area in accordance with the Declaration and, as security for any such loan, to collaterally assign the Association's right to collect and enforce Assessments levied for the purpose of repaying any such loan;
 - (x) To enter into agreements with the Owners;

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- (xi) To grant Owners or Occupants the right to use the Common Area for any purpose, including but not limited to, fairs, art shows and other similar events, including the right to charge any such entities or individuals a fee for such use;
- (xii) To grant exclusive use rights to an Owner or specific Occupant of an Owner of the Common Area for uses designated by the Association, including, but not limited to, the use and assignment of Parking Spaces; and
- (xiii) To use commercially reasonable efforts to keep insurance costs and other operational costs low.

ARTICLE V

MEMBERS AND VOTING

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 shall be as follows:

- (1) The membership of the Association shall be comprised of the Owners.
- (2) The Declarant shall be a Member of the Association until it no longer owns a Parcel. Every individual or entity who is a record Owner of a Parcel, other than Declarant, shall become a Member effective upon and as of the date such individual or entity takes title to a Parcel.
- (3) Members shall have no voting rights in the Association other than the selection of Directors as set forth in Article X below. All decisions of the Association shall be made by the Board.
- (4) No Member may assign, hypothecate or transfer in any manner its membership in the Association except as an appurtenance to its Parcel.
- (5) 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.

ARTICLE VI

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, all of the assets of the Association shall be conveyed to a similar owners' association or a public agency having a similar purpose, or

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any Member may petition the applicable Circuit Court of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved corporation and its properties in the place and stead of the dissolved corporation and to make such provisions as may be necessary for the continued management of the affairs of the dissolved corporation and its properties.

ARTICLE VII

INCORPORATOR

The name and address of the Incorporator of these Articles are as follows: Goldberg, 600 West Hillsboro Blvd., Suite 202, Deerfield Beach, Florida 33441.

ARTICLE VIII

OFFICERS

- (1) The affairs of the Association shall be managed by the President of the Association, assisted by one or more Vice President(s), the Secretary and the Treasurer, and, if any, by the Assistant Secretary(ies) and Assistant Treasurer(s), subject to the directions of the Board.
- (2) The Board shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine. The President shall be elected from amongst the Directors, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, the offices of President and a Vice President shall not be held by the same person, nor shall the offices of President and Secretary or Assistant Secretary be held by the same person.

ARTICLE IX

FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President	Alan J. Goldberg
Vice President	Cary Goldberg
Secretary/Treasurer	Rebecca Goldberg

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ARTICLE XBOARD OF DIRECTORS

1. There shall be three (3) members on the first Board ("First Board") who are to serve until the Transfer Date. The number of members of the Board subsequent to the First Board shall be five (5), with the Owner of each Parcel having the right to appoint one (1) Director.
2. The names and street addresses of the persons who are to serve as the First Board are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Alan J. Goldberg	600 West Hillsboro Blvd., Suite 202, Deerfield Beach, Florida 33441
Cary Goldberg	600 West Hillsboro Blvd., Suite 202, Deerfield Beach, Florida 33441
Rebecca Goldberg	600 West Hillsboro Blvd., Suite 202, Deerfield Beach, Florida 33441

Declarant reserves the right to remove members of the First Board and to appoint replacements in the event a vacancy is created on the First Board.

3. The First Board shall be the Board of the Association until the earlier to occur of (i) the date Declarant, in its discretion, so designates in writing to the Association; or (ii) when Declarant no longer holds any interest in the Property (the "Transfer Date"). Upon the Transfer Date, Declarant shall cause all of the members of the First Board to resign, whereupon the Owners shall appoint the Directors. Upon the Transfer Date, the number of Directors shall increase as provided in this Article X. After the Transfer Date, the Board so selected pursuant to this Paragraph 3 shall serve a term of one (1) year and until the annual meeting of Directors following the expiration of the one-year term whereupon a new Board shall be appointed in the manner provided herein and as set forth in the Bylaws. Vacancies on the Board shall be filled in accordance with the Bylaws.
4. The Owner(s) of a Parcel shall appoint one (1) Director to the Board which Director shall cast the one (1) vote attributable to the Parcel. In the event there is more than one (1) Owner with respect to a Parcel as a result of the fee interest of such Parcel being held by more than one (1) person or entity, the Director appointed by the Owner(s) of such Parcel shall cast the one (1) vote attributable to such Parcel.

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ARTICLE XIINDEMNIFICATION AND LIMITED LIABILITY

1. 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 by him or her in connection with any negotiation, proceeding, arbitration, litigation or settlement in which he or she may be a party, or in which he or she may become involved, by reason of his or 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, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided that in the event of a settlement, the indemnification provisions provided in this Article XI 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. The foregoing right of indemnification provided in this Article XI 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 by common or statutory law.
2. The Association, the Board of Directors, Declarant and any member, agent, or employee of any of the same, shall not be liable to any person for any action or for any failure to act, except to the extent such action or failure to act is found by a court of competent jurisdiction in a non-appealable judgment to have been the result of willful misconduct or gross misconduct.

ARTICLE XIIBYLAWS

The Bylaws of the Association shall be adopted by the First Board and thereafter may be altered, amended or rescinded in the manner provided for in the Bylaws. In the event of any conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

ARTICLE XIIIAMENDMENTS

A. These Articles may be amended only as follows:

1. (a) Any number of proposed amendments may be submitted to the Board and voted upon by the Board at one meeting.
- (b) Written notice setting forth the proposed amendment or a summary of the changes to be affected thereby shall be given to each Director within the time and in the manner provided in the Bylaws for the giving of notice of meetings of the Board.

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(c) At such meeting a vote of the Board shall be taken on the proposed amendment(s). The proposed amendment(s) shall be adopted upon receiving the affirmative vote of 4/5 of the Directors.

2. An amendment may be adopted by a written statement (in lieu of a meeting) signed by 4/5 of the Directors.
- 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 or any amendments or supplements thereto.
- C. A copy of each amendment shall be filed with and certified by the Secretary of State of the State of Florida. After the Declaration is recorded, a certified copy of each amendment or the Articles as restated to include such amendment shall be recorded amongst the Public Records of the County.
- D. Notwithstanding the foregoing provisions of this Article XIII, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of: (i) the Declarant, including the right to designate and select members of the Board as provided in Article X hereof, without the prior written consent thereto by the Declarant; or (ii) any Institutional Lender without the prior written consent of such Institutional Lender.

ARTICLE XIV

REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 600 West Hillsboro Blvd, Suite 202, Deerfield Beach, Florida 33441, and the initial registered agent of the Association at that address shall be Goldberg.

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IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature, this 27th day of June, 2024 .



Cary Goldberg, Incorporator

The undersigned hereby accepts the designation of Registered Agent of **THE SHOPPES AT MONTERA ASSOCIATION, INC.**, as set forth in Article XIV of these Articles of Incorporation and acknowledges that he/she is familiar with and accepts the obligations imposed upon registered agents under, Florida Statutes, Chapter 617.



Cary Goldberg (Domicile, 2724 16355 EDT)

Cary Goldberg, Registered Agent

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