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**FLORIDA PROFIT/NON PROFIT CORPORATION
 AVENIR TOWN CENTER ASSOCIATION, INC.**

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FLORIDA DEPARTMENT OF STATE
 DIVISION OF CORPORATIONS
 TALLAHASSEE, FLORIDA

**ARTICLES OF INCORPORATION
OF
AVENIR TOWN CENTER 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, the undersigned, by these Articles of Incorporation, certifies as follows:

**ARTICLE I
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. "Articles" means these Articles of Incorporation and any amendments hereto.
2. "Assessments" means the assessments for which all Owners are obligated to the Association and includes "Common Area Assessments" and "Special Assessments" (as such terms are defined in the Declaration).
3. "Association" means AVENIR TOWN CENTER ASSOCIATION, INC., a Florida corporation not for profit, its successors and assigns, existing pursuant to the Articles of Incorporation, filed in the Office of the Secretary of State of the State of Florida, as amended by any amendments thereto. For avoidance of doubt, the Association is not established nor governed pursuant to or in accordance with Chapter 718 or Chapter 720, Florida Statutes.
4. "Association Documents" means in the aggregate the Declaration, the Articles and the Bylaws, the Plat, and any additional plat, any rules and regulations of the Association which may be promulgated, all of the instruments and documents referred to therein and executed in connection therewith, and all amendments to the foregoing.
5. "Avenir" means that planned community being developed by Declarant in the County, of which the Property is a portion thereof.
6. "Avenir Town Center" means that planned shopping center to be constructed upon the Property, subject to additions and deletions made by Declarant from time to time in accordance with the Declaration.
7. "Board" means the Board of Directors of the Association.
8. "Bylaws" means the Bylaws of the Association and any amendments thereto.
9. "County" means Palm Beach County, Florida.

10. "Declarant" means Avenir Town Center, LLC, a Florida limited liability company, and any successor or assign thereof to which Avenir Town, LLC, a Florida limited liability company, 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.

11. "Declaration" means the Declaration of Covenants, Easements and Restrictions for Avenir Town Center, which is intended to be recorded amongst the Public Records of the County, and any amendments thereto.

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

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

14. "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.

15. "Parcel" means any parcel of land within Avenir Town Center as shown on the Plat, any additional plat, or on any replat, if any, together with the Improvements thereon.

16. "Plat" means the plat of AVENIR TOWN CENTER, recorded in the Public Records of the County. In the event a revised or additional plat is recorded in the Public Records of the County with respect to the Property or any Additional Property made subject to this Declaration pursuant to a supplemental declaration, then the term "Plat" as used herein shall also mean the revised or additional plat.

17. "Property" means that certain real property described in Exhibit "A" of the Declaration and such additions thereto as may hereafter be brought within the jurisdiction of the Declaration and/or the Association.

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.

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ARTICLE II
NAME

The name of this corporation shall be AVENIR TOWN CENTER ASSOCIATION, INC., a Florida corporation not for profit, whose principal address and mailing address is 550 Biltmore Way, Suite 1110, Coral Gables, Florida, 33134.

ARTICLE III
PURPOSES

The purpose for which the Association is organized is to take title to, operate, administer, manage, insure and maintain the Property in accordance with the terms of, and purposes set forth in, the Association Documents and to carry out the covenants and enforce the provisions of the Association Documents.

ARTICLE IV
POWERS

The Association shall have the following powers and 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.

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:

1. To perform any act required or contemplated by it under the Association Documents.

2. To make, establish, amend, abolish (in whole or in part) and enforce reasonable rules and regulations governing the use of the Property.

3. To make, levy and collect Assessments for the purpose of obtaining funds from its Members to pay Common Area Costs and other costs defined in the Declaration and costs of collection, and to use and expend the proceeds of Assessments in the exercise of the powers and duties of the Association.

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

5. To employ personnel, retain independent contractors and professional personnel, and enter into service contracts to provide for the maintenance, operation, administration and management of the Property and to enter into any other agreements consistent with the purposes of the Association, including, but not limited to, agreements with respect to professional management of the Property and to delegate to such professional manager certain powers and duties of the Association.

6. To enter into the Declaration and any amendments thereto and instruments referred to therein.

7. 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 Property in a proper and aesthetically pleasing condition and to provide the Owners with services, amenities, controls and enforcement which will enhance the quality of life at the Property.

8. To borrow money and to obtain such financing as is necessary to maintain, repair and replace the Property 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.

9. Notwithstanding anything contained herein to the contrary, following the date that is the earlier of: (i) the date upon which Declarant no longer owns any developable Parcel (as determined by Declarant in Declarant's reasonable discretion) Parcels within the Property or (ii) the date otherwise specified by Declarant in writing (the "Turnover Date"), the Association shall be required to obtain the approval of three-fourths (3/4) of all Members (at a duly called meeting of the Members at which a quorum is present) prior to the engagement of legal counsel by the Association for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

- (a) the collection of Assessments;
- (b) the collection of other charges which Owners are obligated to pay pursuant to the Association Documents;
- (c) the enforcement of any applicable use restrictions contained in the Association Documents;
- (d) dealing with an emergency when waiting to obtain the approval of the Members creates a substantial risk of irreparable injury to the Property or to Member(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of three-fourths (3/4) of the Members); or
- (e) filing a compulsory counterclaim.

The costs of any legal proceedings initiated by the Association, which are not included in the above exceptions shall be financed by the Association only with monies that are collected for that purpose by Special Assessment(s) and the Association shall not borrow money, use reserve funds, or use monies collected for other Association obligations

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 by Members shall be as follows:

A. The Association has two (2) classes of voting membership, "Class A" and "Class B". The Class A Members will be all of the Owners. Class A Members will be entitled to one (1) vote per one-tenth (1/10th) of an acre of a Parcel owned. The only Class B Member will be Declarant or its successors or assigns. The Class B Member is entitled to three (3) votes for every one (1) vote entitled to be cast by a Class A Member. The Class B Membership will terminate and all eligible votes attributable to it will cease to exist upon the Turnover Date. Notwithstanding the foregoing, until the Turnover Date, Declarant will be the sole voting Member of the Association as described and no other Members shall have the right to vote with respect to the election of Board or any other matter as to which the Members would otherwise be entitled to vote.

B. All Owners shall automatically become Members of the Association upon acquisition of fee simple title to a Tract, 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 holding the leasehold estate as tenant thereunder will be deemed to be the Owner under this 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 subject to this Declaration 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, by including additional property within the imposition of this Declaration, may cause additional membership in the Association and may designate the voting rights and Assessments attributable to such membership. 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 this Declaration, the Articles or the Bylaws.

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C. On the Turnover Date, Class "A" Members, including Declarant, shall assume control of the Association and elect not less than a majority of the Board.

D. The designation of different classes of membership are for purposes of establishing the number of votes applicable to certain Parcels, and nothing herein shall be deemed to require voting solely by an individual class on any matter which requires the vote of Members, unless otherwise specifically set forth in the Association Documents.

E. No Member may assign, hypothecate or transfer in any manner his/her membership in the Association except as an appurtenance to his/her Parcel.

F. 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.

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

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 property owners association or a public agency having a similar purpose, or any Member may petition the appropriate circuit court of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and its properties in the place and stead of the dissolved Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties.

ARTICLE VII INCORPORATOR

The name and address of the Incorporator of these Articles are: Rosa Eckstein Schechter, Esq., 550 Biltmore Way, Suite 1110, Coral Gables, Florida 33134.

ARTICLE VIII OFFICERS

The affairs of the Association shall be managed by the President of the Association, assisted by the Vice President(s), Secretary and Treasurer, and, if any, by the Assistant Secretary(ies) and Assistant Treasurer(s), subject to the directions of the Board. Except for officers

elected prior to the Turnover Date, officers must be Members, or the parents, children or spouses of Members.

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 membership of the Board, but no other officer need be a Director. The same person may hold two (2) or more offices, the duties of which are not incompatible; provided, however, the office of President and a Vice President shall not be held by the same person, nor shall the office 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	Manuel M. Mato
Vice President	Rosa Eckstein Schechter
Secretary/Treasurer	Virginia Cepero

ARTICLE X BOARD OF 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:

<u>NAMES</u>	<u>ADDRESSES</u>
Manuel M. Mato	550 Biltmore Way, Suite 1110 Coral Gables, Florida, 33134
Rosa Eckstein Schecchter	550 Biltmore Way, Suite 1110 Coral Gables, Florida, 33134
Virginia Cepero	550 Biltmore Way, Suite 1110 Coral Gables, Florida, 33134

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.

C. Declarant has reserved the right in the Declaration to modify the plan of development of the Property (including, without limitation, the right to modify the site plan of Avenir; the right to add or change the facilities and amenities within the Property, to be constructed within Avenir Town Center); and/or the right to add land to the Property or to withdraw land from the Property.

D. Upon 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 Purchaser Members had, now have or will have or which any personal representative, successor, heir or assign of the Association or Purchaser 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.

ARTICLE XI INDEMNIFICATION

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 postjudgment 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 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, 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 XI shall not apply. 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 under statute or common law.

ARTICLE XII BYLAWS

The Bylaws 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 XIII 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 XIII 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) developable (as determined by Declarant in Declarant's reasonable discretion) Parcel; and (ii) any "Mortgagee" (as such term is defined in the Declaration) without the prior written consent of such Mortgagee.

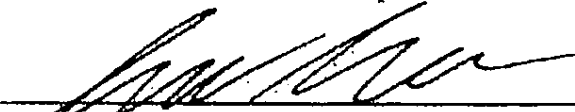
C. Notwithstanding the foregoing provisions of this Article XIII to the contrary, no amendment to these Articles shall be adopted which shall abridge, prejudice, amend or alter the rights of Declarant hereunder, including, but not limited to, Declarant's right to designate and select members of the First Board or otherwise designate and select Directors as provided in Article X 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) developable (as determined by Declarant in Declarant's reasonable discretion) 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 of the County.

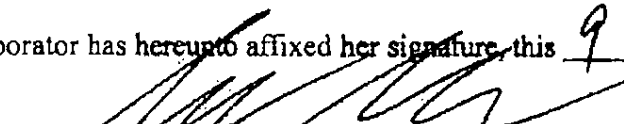
ARTICLE XIV REGISTERED OFFICE AND REGISTERED AGENT

The name and street address of the initial registered office of the Association is Rosa Eckstein Schechter, Esq., 550 Biltmore Way, Suite 1110, Coral Gables, Florida, 33134.

The undersigned hereby accepts the designation of Registered Agent as set forth in Article XIV of these Articles of Incorporation, and acknowledges that she is familiar with and accepts the obligations imposed upon registered agents under the Florida Not For Profit Corporation Act.

By: 
Rosa Eckstein Schechter

IN WITNESS WHEREOF, the Incorporator has hereunto affixed her signature, this 9 day of July, 2024.


Rosa Eckstein Schechter, Incorporator

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JUL 9 2024
PM 01:00
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STATE OF FLORIDA