

This instrument was prepared by
and should be returned to:
Robert B. Burr, Esq.
Rossin & Burr, PLLC
1665 Palm Beach Lakes Blvd, Suite 101
West Palm Beach, FL 33401
(561)655-8994

**[Substantial rewording of Articles of Incorporation. See existing
Articles of Incorporation for present text.]**

**AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
LUCENTE VILLAGE CONDOMINIUM ASSOCIATION, INC.,
a Florida corporation not for profit**

**The LUCENTE VILLAGE CONDOMINIUM ASSOCIATION, INC. ("Association")
adopts these Amended and Restated Articles of Incorporation ("Amended and Restated
Articles").**

**These Amended and Restated Articles of Incorporation have been properly and duly
approved and adopted by the Association Members on _____, 202__. The number
of votes cast in favor of the Amended and Restated Articles of Incorporation is sufficient
for approval.**

Article 1. NAME

**The name of this Corporation is the LUCENTE VILLAGE CONDOMINIUM
ASSOCIATION, INC.**

Article 2. PURPOSES

**This Association is organized for the purpose of providing an entity under the
Florida Condominium Act ("the Act") for the operation of two(2) condominiums located in
Palm Beach County, Florida, and known as Lucente Village "A", a Condominium and
Lucente Village "B", a Condominium.**

**The two(2) condominiums are collectively referred to herein as "the
Condominiums".**

The Condominiums are governed by the:

- 1. Amended and Restated Declaration of Condominium of Lucente Village "A",
a Condominium;**
- 2. Amended and Restated Declaration of Condominium of Lucente Village "B",
a Condominium; and**

The two(2) Amended and Restated Declarations of Condominium are collectively referred to herein as "the Amended and Restated Declarations".

The Association has also adopted Amended and Restated Bylaws which are referred herein as the "Amended and Restated Bylaws."

Article 3. DEFINITIONS

The terms used in these Articles shall have the same definitions and meaning as those set forth in the Declaration of the Condominium the "Declaration" and recorded in the Public Records of Palm Beach County, Florida, unless herein provided to the contrary, or unless context otherwise requires.

Article 4. POWERS

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

4.1 General. The Association shall have all of the common law and statutory powers of a corporation not for profit under the laws of Florida that are not in conflict with the provisions of these Articles, the Declaration, the Bylaws or the Act.

4.2 Enumeration. The Association shall have all of the powers and duties set forth in the Act, including those set forth in these Articles, the Bylaws and the Declaration, and all of the powers and duties reasonably necessary to operate the Condominium, pursuant to the Declarations and as more particularly described in the Bylaws and these Articles, as they may be amended from time to time, including, but not limited to, the following:

A. To make and collect Assessments, Special Assessments and other charges against Members as Unit Owners, and to use the proceeds thereof in the exercise of its powers and duties.

B. To buy, own, operate, lease, sell, trade and mortgage both real and personal property.

C. To maintain, repair, replace, reconstruct, add to and operate the Condominium property, and other property acquired or leased by the Association.

D. To purchase insurance upon the Condominium Property and insurance for the protection of the Association, its Officers, Directors and Unit Owners.

E. To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Condominium Property and for the health, comfort, safety and welfare of the Unit Owners.

F. To approve or disapprove the leasing, transfer, ownership and possession of Units as may be provided by the Declaration.

G. To enforce by legal means the provisions of the Act, the Declaration, these Articles, the Bylaws, and the Rules and Regulations for the use of the Condominium and Association Property.

H. To contract for the management and maintenance of the Condominium and Association Property and to authorize 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, Special Assessments, preparation of records, enforcement of Rules and Regulations and maintenance, repairs and replacements of the Common Elements with funds as shall be made available by the Association for such purposes. The Association and its Officers and Directors shall, however, retain at all times the powers, and duties granted by the Condominium Act, including, but not limited to the making of Assessments, Special Assessments, promulgation of Rules and Regulations and execution of contracts on behalf of the Association.

I. To employ personnel to perform the services required for the proper operation of the Condominiums.

J. To contract with a cable operator licensed by the County to provide cable television service on a bulk rate basis to Unit Owners.

4.3 Association Property. All funds and the titles to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the Members in accordance with the provision of the Declaration, these Articles and the Bylaws.

4.4 Distribution of Income. Dissolution. The Association shall make no distribution of income to its Members, Directors or Officers, and upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency, except in the event of termination of the Condominium.

4.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the Bylaws and the Act.

Article 5. MEMBERS

5.1 Membership. The members of the Association ("Members") shall consist of all of the record title owners of Units in the Condominium from time to time, and after termination of the Condominium shall also consist of those who were Members at the time of such termination, and their successors and assigns.

5.2 Assignment. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit for which that share is held.

5.3 Voting. On all matters upon which the membership shall be entitled to vote, there shall be only 1 (one) vote for each Unit, which vote shall be exercised or cast in the

manner provided by the Declaration and Bylaws. Any person or entity owning more than 1 (one) Unit shall be entitled to 1 (one) vote for each Unit owned.

5.4 Meetings. The Bylaws 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.

Article 7. OFFICERS

Subject to the direction of the Board of Administration (described in Article 8 below) the affairs of the Association shall be administered by the Officers holding the offices designated in the Bylaws. The Officers shall be appointed or elected by the Board of Administration of the Association at its first meeting following the annual meeting of the Members of the Association or as permitted by Chapter 718 or Chapter 617 of the Florida Statutes and shall serve at the pleasure of the Board of Administration. The Bylaws may provide for the removal from office of Officers, for filling vacancies and for the duties of the Officers.

Article 8. DIRECTORS

8.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a Board (the "Board of Administration") consisting of the number of Directors determined in the manner provided by the Bylaws, but which shall consist of not less than 3 (three) nor more than 9 (nine) Directors.

8.2 Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declarations, these Articles and the Bylaws shall be exercised exclusively by the Board of Administration, its agents, contractors or employees, subject only to approval by Unit Owners when such approval is specifically required and except as provided in the Declaration.

8.3 Election: Removal. Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by and subject to the qualifications set forth in the Bylaws. Directors may be removed, and vacancies on the Board of Administration shall be filled in the manner provided in the Bylaws.

Article 9. INDEMNIFICATION

9.1 Indemnity. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit, or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he/she is or was a Director, employee, Officer, or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments,

finances and amounts paid in settlement actually and reasonably incurred by him/her in connection with such action, suit or proceeding, unless: (a) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he/she did not act in good faith or in a manner he/she reasonably believed to be in, or not opposed to, the best interest of the Association, and with respect to any criminal action or proceeding that he/she had reasonable cause to believe that his/her conduct was unlawful, and; (b) such court also determine specifically that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he/she reasonably believed to be in, or not opposed to, the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was unlawful.

9.2 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 9.1 above, or in defense of any claim, issue or matter therein, he/she shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him/her in connection therewith.

9.3 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 be ultimately determined that he/she is entitled to be indemnified by the Association in this Article 9.

9.4 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 Bylaw, 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.

9.5 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/her in any such capacity, or arising out of his/her status as such, whether or not the Association would have the power to indemnify him/her against such liability under the provisions of this Article.

9.6 Amendment. Anything to the contrary herein notwithstanding the provisions of this Article 9 may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

Article 10. BYLAWS

The first Bylaws of the Association shall be adopted by the Board of Administration and may be altered, amended or rescinded in the manner provided in the Bylaws and the Declaration.

Article 11. AMENDMENTS

These Articles of Incorporation shall be amended by approval of a majority of the total voting interests of all Association Members, such Association Members either:

(a) voting in person or by limited proxy at any annual members meeting or special members meeting, or

(b) submitting written agreements adopting the amendment(s) without a members meeting.

In addition, approval by a majority of the Board Directors shall be required for amendment of these Articles of Incorporation.

All amendments to these Articles of Incorporation shall be evidenced by a certificate executed as required by the Condominium Act and recorded among the Public Records of Palm Beach County, Florida and shall also be filed with the Florida Secretary of State.

Article 12. PRINCIPAL ADDRESS OF THE ASSOCIATION

The principal office of this corporation shall be as may be designated by the Board of Administration from time to time.

Article 13. REGISTERED AGENT

The registered agent of the Association shall be the person or party designated by the Board from time to time.

These Amended and Restated Articles of Incorporation are adopted this ____ day of _____, 202__.

**LUCENTE VILLAGE CONDOMINIUM
ASSOCIATION, INC.**

By: _____

Witness

Printed name: _____

Post office address:

6131 B Lake Worth Road
Greenacres, FL 33463

Association President

Post office address:

6131 B Lake Worth Road
Greenacres, FL 33463

Attest:

Witness

Printed name:_____

Post office address:

**6131 B Lake Worth Road
Greenacres, FL 33463**

Association Secretary

Post office address:

**6131 B Lake Worth Road
Greenacres, FL FL 33463**

**STATE OF FLORIDA)
) ss
COUNTY OF PALM BEACH)**

The foregoing Amended and Restated Articles of Incorporation were acknowledged before me, by means of [☐] physical presence or [☐] online notarization, this _____ day of _____, 202__, by _____ as President and _____ as Secretary of Lucente Village Condominium Association, Inc., a Florida not-for-profit Corporation, on behalf of said Corporation. The signatories are personally known to me or they have produced _____ as identification.

WITNESS my signature and official seal at _____, in the County of Palm Beach, State of Florida, the date and year last aforesaid.

**NOTARY PUBLIC, State of Florida at Large
My Commission Expires:**