

Instr# 119104973 , Page 1 of 9, Recorded 09/15/2023 at 09:11 AM
Broward County Commission
Mtg Doc Stamps: \$0.00 Int Tax: \$0.00

PREPARED BY AND TO BE RETURNED TO:
Robert S. Freedman
Carlton Fields, P.A.
4221 W. Boy Scout Boulevard, Suite 1000
Tampa, Florida 33607
(813) 223-7000

Space above reserved for Clerk's office

AMENDMENT TO AND CONFIRMATION OF AGREEMENT

THIS AMENDMENT TO AND CONFIRMATION OF AGREEMENT ("Amendment and Confirmation") is made as of the dates of execution noted hereinafter, with the "Effective Date" being the latest date of execution, by the undersigned owners of the real property contained within the Gateway shopping center (collectively, "Owners").

WITNESSETH:

WHEREAS, the Agreement was recorded in O. R. Book 3209, Page 257, public records of Broward County, Florida, as has been or may have been amended (collectively, "Agreement"); and

WHEREAS, the Owners desire to amend and confirm the Agreement in the manner prescribed hereinafter; and

WHEREAS, 100% of the Owners have executed this Amendment and Confirmation, thereby making this Amendment and Confirmation valid and of effect, based upon the terms and provisions of the Agreement and the Amendment and Confirmation;

NOW, THEREFORE, the Owners, for themselves and their respective successors, assigns and designees, hereby state as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated by reference.
2. Amendments to and Confirmation of Agreement. The Owners hereby agree to the following amendments to the Agreement:
 - a. Any and all references in the Agreement to "Gateway Shopping Center Corp., a Florida corporation" are hereby replaced with "Gateway Shopping Center I Corp., a Florida not-for-profit corporation."
 - b. Any and all references in the Agreement to the "Corporation" shall hereinafter mean and refer to "Gateway Shopping Center I Corp., a Florida not-for-profit corporation."
 - c. The Corporation shall have and continue to have all rights, duties and responsibilities under the Agreement, including specifically, without limitation, the lien rights contained in Section 7 of the Agreement.
 - d. The Articles of Incorporation and By-Laws of the Corporation are attached to this Amendment and Confirmation as exhibits, and shall hereinafter be deemed to be exhibits to the Agreement.
 - e. In order to ensure ongoing and continuing application of the Agreement to the real property of the Owners, in accordance with Section 712.11, Florida Statutes, the terms and provisions of the Agreement, as amended hereunder, are confirmed and shall be and are deemed to be in existence and be valid and in full force and effect against the real property owned by the Owners. Hereinafter, each Owner hereby agrees that the deed of conveyance of such Owner's real property to a third party shall specifically state that such real property is subject to the terms of the Agreement and shall state the recording book and page information for the Amendment as recorded in the public records of Broward County, Florida, as amended by this Amendment and Confirmation.

**THE AMENDMENT IS BEING RE-RECORDED TO ATTACH THE EXHIBITS AS REFERENCED IN PARAGRAPH 2(D) ABOVE.

IN WITNESS WHEREOF, Cordova Road LLC, a Florida limited liability company, being the owner of the real property described in O.R. Instrument 117806260, in O.R. Instrument 117876837, and in O.R. Instrument 118632100, public records of Broward County, Florida, has executed this Amendment and Confirmation on this 16 day of August, 2023.

WITNESSES:

Cordova Road LLC, a Florida limited liability company

[Signature]
Print Name: Tenya Ferreira

By: [Signature]
Print Name: Jaime Sturgis
Title: Manager

(Corporate Seal)

By: [Signature]
Print Name: Lauren Sturgis

Date of Execution: AUGUST 16th, 2023

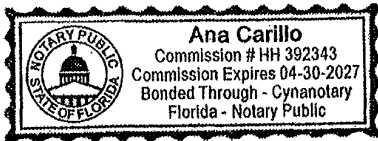
STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 16 day of August, 2023, by Jaime Sturgis as Manager of Cordova Road LLC, a Florida limited liability company. She/He either is personally known to me or has produced _____ as identification.

My Commission Expires: 04-30-2027

[Signature]
(Signature)

Name: Ana Carrillo
(Legibly Printed)



Notary Public, State of Florida
HH392343
(Commission Number, if any)

IN WITNESS WHEREOF, Turtle Place LLC, a Florida limited liability company, being the owner of the real property described in O.R. Instrument 117962835, public records of Broward County, Florida, has executed this Amendment and Confirmation on this 16 day of AUGUST, 2023.

WITNESSES:

Turtle Place LLC, a Florida limited liability company

[Signature]
Print Name: Grace Ramos

By: [Signature]
Print Name: MICHAEL STEINER
Title: MANAGER

(Corporate Seal)

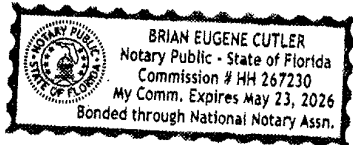
By: [Signature]
Print Name: Jose v. Pavez

Date of Execution: AUGUST 16, 2023

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 16 day of AUGUST, 2023, by MICHAEL STEINER, as MANAGER of Turtle Place LLC, a Florida limited liability company. She/He either is personally known to me or has produced _____ as identification.

My Commission Expires:



[Signature]
(Signature)
Name: Brian Cutler
(Legibly Printed)

Notary Public, State of FLORIDA
HH 267230
(Commission Number, if any)

IN WITNESS WHEREOF, Gateway Alpha, LLC, a Florida limited liability company, as to an undivided 1/2 interest, and Gateway Omega, LLC, a Florida limited liability company, as to an undivided 1/2 interest, being the collective owner of the real property described in O.R. Book 46904, Page 252, public records of Broward County, Florida, has executed this Amendment and Confirmation on this 17 day of August, 2023.

WITNESSES:

Gateway Alpha, LLC, a Florida limited liability company

Print Name: Jamie Stupis

By: Dennis M. Woodson II
Print Name: DENNIS M. WOODSON II
Title: DIRECTOR

By: Tomya Ferreira
Print Name: Tomya Ferreira

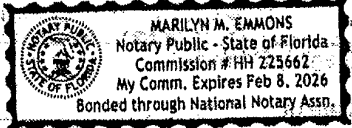
(Corporate Seal)
Date of Execution: 8/17, 2023

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 17th day of August, 2023, by Dennis M. Woodson II as Director of Gateway Alpha, LLC, a Florida limited liability company. She/He either is personally known to me or has produced as identification.

My Commission Expires:

Marilyn M. Emmons
(Signature)



Name: Marilyn M. Emmons
(Legibly Printed)

Notary Public, State of Florida

HH 225662
(Commission Number, if any)

WITNESSES: Gateway Omega, LLC, a Florida limited liability company

Print Name: Jamie Sturge

By: Dennis M Woodson
Print Name: DENNIS M. WOODSON
Title: OWNER

(Corporate Seal)

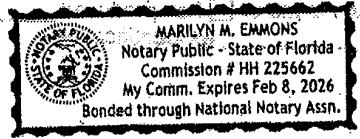
By: [Signature]
Print Name: Janyla Fenera

Date of Execution: 8/17, 2023

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 17th day of August, 2023, by Dennis W. Woodson as Owner of Gateway Omega, LLC, a Florida limited liability company. She/He either is personally known to me or has produced as identification.

My Commission Expires: [Signature]
(Signature)



Name: Marilyn M. Emmons
(Legibly Printed)

Notary Public, State of Florida
HH 225662
(Commission Number, if any)

IN WITNESS WHEREOF, 1924 Sunrise LLC, a Florida limited liability company, being the owner of the real property described in O.R. Instrument 117005422, public records of Broward County, Florida, has executed this Amendment and Confirmation on this 16 day of August, 2023.

WITNESSES:

1924 Sunrise LLC, a Florida limited liability company

[Signature]
Print Name: Terya Ferreira

By: [Signature]
Print Name: Jaime Sturgis
Title: Manager

(Corporate Seal)

By: [Signature]
Print Name: Laura Sergio

Date of Execution: August 16th, 2023

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 16 day of August, 2023, by Jaime Sturgis, as Manager of 1924 Sunrise LLC, a Florida limited liability company. She/He either is personally known to me or has produced _____ as identification.

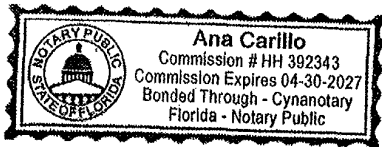
My Commission Expires: 04-30-2027

[Signature]
(Signature)

Name: Ana Carrillo
(Legibly Printed)

Notary Public, State of Florida

HH 392343
(Commission Number, if any)



IN WITNESS WHEREOF, E. Sunrise, LLC, a Florida limited liability company, being the owner of the real property described in O.R. Book 48442, Page 1665, public records of Broward County, Florida, has executed this Amendment and Confirmation on this 16 day of August, 2023.

WITNESSES:

E. Sunrise, LLC, a Florida limited liability company

[Signature]
Print Name: Steven Santiago

By: [Signature]
Print Name: Daniel Carusi
Title: Manager

(Corporate Seal)

[Signature]
Print Name: SERIL GROSSFELD

Date of Execution: AUG 16, 2023

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 16 day of AUG, 2023, by DANIEL S CARUSI as MANAGER of E. Sunrise, LLC, a Florida limited liability company. She/He either is personally known to me or has produced _____ as identification.

My Commission Expires:

[Signature]
(Signature)



Name: _____
(Legibly Printed)

Notary Public, State of _____

(Commission Number, if any)

IN WITNESS WHEREOF, CPJ Corp., a Florida corporation, being the owner of the real property described in O.R. Book 29284, Page 867, public records of Broward County, Florida, has executed this Amendment and Confirmation on this 21 day of August, 2023.

WITNESSES:

CPJ Corp., a Florida corporation

[Signature]
Print Name: John J. Gutwerk

By: [Signature]
Print Name: Amy Castellano
Title: [Signature]

(Corporate Seal)

By: [Signature]
Print Name: Amy M. Phillips

Date of Execution: August 21st, 2023

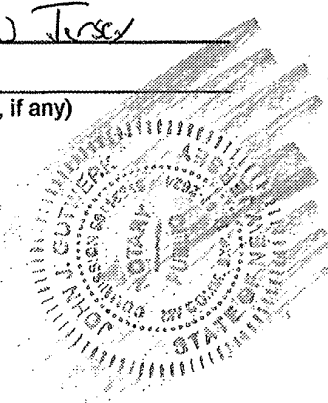
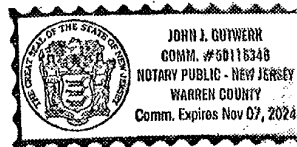
STATE OF New Jersey
COUNTY OF Warren

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 21st day of August, 2023, by Amy Castellano as Vice President of CPJ Corp., a Florida corporation. She/He either is personally known to me or has produced Florida Drivers License as identification.

My Commission Expires: 11/7/2024

[Signature]
(Signature)
Name: John J. Gutwerk
(Legibly Printed)

Notary Public, State of New Jersey
50116346
(Commission Number, if any)



IN WITNESS WHEREOF, Franzblau Trust Holdings – Gateway Shopping, LLC, a Florida limited liability company, being the owner of the real property described in O.R. Instrument 115606152, public records of Broward County, Florida, has executed this Amendment and Confirmation on this _____ day of _____, 2023.

WITNESSES:

Franzblau Trust Holdings – Gateway Shopping, LLC, a Florida limited liability company

Print Name: Steve Lipman

By: Mark A. Franzblau
Print Name: Mark Franzblau
Title: Manager

(Corporate Seal)

By: Arny Franzblau
Print Name: Arny Franzblau

Date of Execution: 9.4 - 2023

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 4th day of September, 2023, by Mark Franzblau as Manager of Franzblau Trust Holdings – Gateway Shopping, LLC, a Florida limited liability company. She/He either is personally known to me or has produced _____ as identification.

My Commission Expires:

Susan Rosenberg
(Signature)

Name: Susan Rosenberg
(Legibly Printed)

Notary Public, State of Florida



(Commission Number, if any)

EXHIBITS PURSUANT TO
PARAGRAPH 2(D) OF THE
AMENDMENT TO AND
CONFIRMATION OF AGREEMENT

**ARTICLES OF INCORPORATION
OF
GATEWAY SHOPPING CENTER I CORP.**

The undersigned incorporator to these articles of incorporation hereby forms a corporation not for profit (the "Corporation") under the laws of the State of Florida as follows:

ARTICLE I

Name, Principal Place of Business, and Mailing Address

The name of the Corporation is: Gateway Shopping Center I Corp. The principal place of business and mailing address of the Corporation are: 1926 E. Sunrise Blvd, Fort Lauderdale, FL 33304.

ARTICLE II

Terms of Existence

The date when corporate existence shall commence shall be the date of the filing of these articles of incorporation by the office of the Florida Department of State and the Corporation shall have perpetual existence thereafter.

ARTICLE III

Purpose

The Corporation is organized as a mutual benefit corporation for the purposes of holding legal title to, maintaining, and preserving those certain portions of Gateway Shopping Center constituting the common areas, as identified under Parcel Identification No. 5042 01 19 0010 as issued by the Broward County Property Appraiser's Office, located in Broward County, Florida (the "Property"), and assessing its members for the payment of taxes and operational and maintenance expenses related to the Property. In exercising its authority, the Corporation shall have the power and authority to exercise any and all powers, rights, and privileges which a corporation organized under the corporation not for profit law of the State of Florida by law now or hereafter have to exercise, and all other powers necessary for the purposes for which the Corporation is organized.

ARTICLE IV

Members

The qualifications of members and the manner of admission of members shall be as specified in the bylaws of the Corporation.

ARTICLE V
Initial Registered Office and Agent

The street address of the initial registered office of the Corporation is 1926 E. Sunrise Blvd, Fort Lauderdale, FL 33304, and the name of its initial registered agent at such address is Jaime Sturgis.

ARTICLE VI
Directors

The number of directors and their election and appointment shall be as specified in the bylaws of the Corporation, provided that the Corporation shall always have at least three (3) directors. The names and addresses of the initial directors of the Corporation are:

<u>Name</u>	<u>Address</u>
Dennis Woodson	2923 Cove Trail Winter Park, FL 32789
Jaime Sturgis	1926 E. Sunrise Blvd Fort Lauderdale, FL 33304
Michael Steiner	400 Holiday Drive Hallandale Beach, FL 33009
Randy Levine	20533 Biscayne Blvd #4218 Aventura, FL 33180

ARTICLE VII
Incorporator

The name and address of the incorporator signing these articles of incorporation are:

<u>Name</u>	<u>Address</u>
Jaime Sturgis	1926 E. Sunrise Blvd Fort Lauderdale, FL 33304

ARTICLE VIII
Bylaws

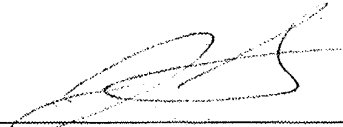
The power to adopt, alter, amend, or repeal bylaws shall be vested in the board of directors or members of the Corporation.

ARTICLE IX
Amendment

These articles of incorporation may be amended in the manner provided in the bylaws of the Corporation.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned incorporator has executed these articles of incorporation this 11 day of May 2023.



Jaime Sturgis, Incorporator

ACCEPTANCE BY REGISTERED AGENT

Having been named as registered agent and to accept service of process for the Corporation, at the place designated as the registered office, the undersigned hereby accepts the appointment as registered agent and agrees to act in this capacity. The undersigned further agrees to comply with the provisions of all statutes relating to the proper and complete performance of the undersigned's duties, and is familiar with and accept the duties and obligations of the undersigned's position as registered agent.

Dated this 11 day of May 2023.

Registered Agent:

By: 

Jaime Sturgis

**BYLAWS
OF
GATEWAY SHOPPING CENTER I CORP.**
a Florida not for profit corporation

Adopted as of August 15, 2023

**SECTION 1
GENERAL**

The following are the bylaws (the "Bylaws") of Gateway Shopping Center I Corp., a Florida not for profit corporation (the "Corporation"). The Corporation is organized as a mutual benefit corporation pursuant to Florida laws for purposes of owning, maintaining, and preserving the common areas of Gateway, a Subdivision of Fort Lauderdale, Broward County, Florida ("Gateway").

**SECTION 2
MEMBERSHIP**

All owners ("Owners") of lots, or portions thereof, of Gateway ("Lots"), shall be members of the Corporation ("Members"), subject to these Bylaws and the Rules and Regulations (as defined herein). Subject to the Rules and Regulations (as defined herein), the ownership of one Lot entitles an Owner to one membership interest share ("Share") in the Corporation, and the ownership of a portion of a Lot entitles an Owner to a proportionate, fractional Share in the Corporation.

**SECTION 3
MEETINGS OF THE MEMBERS**

3.1 Place. All meetings of the Members shall be held at such place within or without the State of Florida that may be designated by the board of directors of the Corporation (the "Board of Directors") in any notice of a meeting of the Owners.

3.2 Annual Meetings. An annual meeting of the Members shall be held in each fiscal year on a date, and at a time and place, designated by the Board of Directors. At each annual meeting of the Members, (i) the persons who are to constitute the Board of Directors shall be elected, and (ii) any other matter that is included in the notice of the annual meeting, and is a proper subject for discussion or decision by the Members shall be considered and acted upon at the meeting. If the election of directors is not held at any adjournment of the annual meeting, the Board of Directors shall cause the election to be held at a special meeting of the Members as soon thereafter as may be convenient.

3.3 Special Meetings. Special meetings of the Members for any purpose or purposes may be called by the President or Secretary, or by a majority of the Board of Directors. The notice of the special meeting shall state the purpose(s) of the meeting. The business to be transacted at the

special meeting shall be confined to the purpose(s) stated in the notice of the meeting. The purpose for which the meeting is requested must be lawful and consistent with the Corporation's purposes and authority under the governing documents.

3.4 Notice of Meetings. Written notice stating the time, date, and place of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered to each Member of record entitled to vote at such meeting not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally, by electronic communication, or by mail, by or at the direction of the President, the Secretary, or the person or persons calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Member at its, his, or her address as it appears on the stock transfer books of the Corporation, postage prepaid.

3.5 Fixing of Record Date. The Board of Directors may fix a date not more than sixty (60) and not less than ten (10) days prior to the date set for any meeting of the Members as the record date as of when the Members of record entitled to notice of and to vote at such meeting and any adjournment thereof shall be determined.

3.6 Members' List for Meeting. After fixing the record date for a meeting, a list of the names of all Members entitled to notice of the meeting, arranged by voting group, with the address of and the number of Shares held by each, shall be prepared. The list shall, upon written demand, be available during regular business hours, for inspection by any Member and at its, his, or her expense for a period of ten (10) days prior to the meeting date, or such shorter time as may exist between the record date and the meeting, and continuing through the meeting, at the Corporation's principal office, at a place set forth in the meeting notice in the city where the meeting will be held, or at the office of the Corporation's transfer agent or registrar. The Corporation shall also make the list available at the meeting.

3.7 Quorum. A majority of the outstanding Shares entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of the Members. When a meeting is adjourned, it shall not be necessary to give any notice of the adjourned meeting if the time, date, and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and any business may be transacted at the adjourned meeting that might have been transacted at the original date of the meeting. If, however, following the adjournment, the Board of Directors fixes a new record date for the adjourned meeting, notice of such adjourned meeting shall be given, in compliance with Section 3.4, to each Member of record on the new record date entitled to vote at such meeting. After a quorum has been established at a Members' meeting, the subsequent withdrawal of Members, so as to reduce the number of Shares entitled to vote at the meeting below the number required for a quorum, shall not affect the validity of any action taken at the meeting or any adjournment thereof.

3.8 Proxies. Each Member entitled to vote at a meeting of Members, or to express consent or dissent without a meeting, or its, his, or her duly authorized attorney-in-fact, may authorize another person or persons to act for it, him or her by proxy. The proxy must be executed in writing by the Member or its, his or her duly authorized attorney-in-fact. Such proxy shall be filed with the Secretary of the Corporation before or at the time of such meeting or at the time of

expressing such consent or dissent without a meeting. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

3.9 Voting of Shares; Manner of Acting. Each outstanding Share (or fractional Share) shall be entitled to one (1) vote (or fractional vote) upon each matter submitted to a vote at a meeting of the Members, subject to the Rules and Regulations. All references in these Bylaws to the act, agreement, vote, consent, or decision by the Members shall mean the act, agreement, vote, consent, or decision of the Members entitled to vote whose combined Shares represent more than fifty percent (50%) of the total issued and outstanding Shares of the Corporation. The Members shall have the right to vote on matters that are set forth in these Bylaws and those related to, in furtherance of, the Corporation's purpose of owning, maintaining, and preserving the common areas of Gateway.

3.10 Voting of Shares by Certain Holders.

Shares held by an administrator, executor, guardian, personal representative, or conservator may be voted by him or her, either in person or by proxy, without a transfer of such shares into his or her name.

Shares standing in the name of a trustee may be voted by it, him or her, either in person or by proxy, but no trustee shall be entitled to vote Shares held by it, him or her without a transfer of such shares into it, his or her name or the name of its, his or her nominee.

Shares standing in the name of a receiver, a trustee in bankruptcy proceedings, or an assignee for the benefit of creditors may be voted by it, him or her without the transfer thereof into its, his or her name.

A Member whose Shares are pledged shall be entitled to vote such Shares until the Shares have been transferred into the name of the pledgee, and thereafter the pledgee or its, his or her nominee shall be entitled to vote the Shares so transferred.

Shares owned by another corporation the majority of whose shares of stock entitled to vote for directors is owned or controlled by the Corporation shall not be voted, directly or indirectly, at any meeting.

3.11 Action without a Meeting. Any action required by law to be taken at any meeting of the Members of the Corporation or any action which may be taken at a meeting of the Members may be taken without a meeting, without prior notice, if a consent in writing, setting forth the action so to be taken, signed by the Members entitled to vote whose combined Shares represent more than fifty percent (50%) of the total issued and outstanding Shares of the Corporation is filed in the minutes of the proceedings of the Members. The Board of Directors, within ten (10) days after the Corporation obtains authorization to the taking of any action by a written consent of the Members, shall send a copy thereof to that Member (or those Members), if any, who did not execute the same or, otherwise, consent, in writing, to the action (or actions) which is (or are) the subject thereof.

SECTION 4
MEMBERSHIP INTEREST SHARE CERTIFICATES

4.1 Number. Every holder of a Share in this Corporation shall be entitled to have a certificate, representing all Shares to which it, he, or she is entitled. No certificate has been issued for any Share until such Share is fully paid.

4.2 Form; Legend. Certificates representing Shares shall be in such form as shall be determined by the Board of Directors; provided, however, that each certificate shall contain the following legend:

THIS MEMBERSHIP INTEREST SHARE CERTIFICATE CANNOT BE TRANSFERRED SEPARATE AND APART FROM A CONVEYANCE OF A LOT(S) OR A PORTION THEREOF OF GATEWAY, ACCORDING TO THE REPLAT OF SAID BLOCK 4 OF GATEWAY.

Certificates shall be signed by the President or by such other officers as authorized by law. All certificates for Shares shall be consecutively numbered or otherwise identified. The name and address of the person to whom the Shares represented thereby are issued, with the number of Shares and date of issue, shall be entered on the books of the Corporation. All certificates surrendered to the Corporation for transfer shall be canceled, and no new certificate shall be issued until the former certificate for a like number of Shares shall have been surrendered and canceled, except that in case of a lost, destroyed, or mutilated certificate, a new one may be issued therefor upon such terms and indemnity to the Corporation as the Board of Directors may prescribe.

4.3 Transfer of Shares. Transfer of Shares shall be made on the books of the Corporation only when the holder of record thereof or its, his or her legal representative, or its, his or her attorney thereunto authorized by power of attorney duly executed and filed with the Secretary of the Corporation, shall furnish proper evidence of authority to transfer, and when there is surrendered for cancellation the certificate for such Shares, properly endorsed. The person in whose name and Shares stand on the books of the Corporation shall be deemed by the Corporation to be the owner thereof for all purposes.

SECTION 5
BOARD OF DIRECTORS

5.1 Number; Eligibility. A Board of Directors shall govern the affairs of the Corporation. The initial number of directors of the Corporation shall be four (4). The number of directors may be increased or decreased from time to time by resolution of the Board of Directors, provided the Corporation shall always have at least three (3) directors. The initial Board of Directors shall consist of those individuals listed in the Articles of Incorporation. Notwithstanding any provision to the contrary, only the following individuals are eligible to serve as a director of the

Corporation (collectively, "Eligible Persons"): a Member, any direct or indirect equityholder of a Member, or an officer, director, trustee, or manager of a Member.

5.2 Term of Office. Each director shall hold office until his successor shall have been elected and qualified or until his or her earlier resignation, removal from office, or death.

5.3 Powers. The Board of Directors shall have all powers necessary for the administration of the affairs of the Corporation, and may exercise for the Corporation all powers and authority vested in or delegated to the Corporation that are not expressly prohibited or reserved to the Owners by law or by the governing documents.

5.4 Annual and Regular Meetings. An annual meeting of the Board of Directors shall be held promptly following each annual meeting of the Members for the transaction of any proper business. The annual meeting of the Board of Directors shall be held without other notice than these Bylaws, at the same place as the annual meeting of the Members. The Board of Directors shall provide, by resolution, for the holding of other regular meetings, on such dates and at such places and times as are established by the Board of Directors.

5.5 Special Meetings. Special meetings of the Board of Directors may be called by the President or by any two directors. The person or persons who call a special meeting of the Board of Directors may fix the place for holding such special meeting.

5.6 Notice. Notice of any special meeting of the Board of Directors shall be given at least five (5) days before the meeting by written notice delivered personally, by mail, or by electronic communication to each director at his business address, unless in case of emergency, President of the Corporation shall prescribe a shorter notice to be given personally or by electronically mailing each director at his residence or business address. If a notice of meeting is in writing, such notice shall be deemed to be delivered at the earliest date of the following:

- (a) When received;
- (b) Five days after its deposit in the United States mail, as evidenced by the postmark, if mailed postpaid and correctly addressed; or
- (c) On the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee.

Any director may waive notice of any meeting, before or after the meeting. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a director states, at the beginning of the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened.

5.7 Quorum. A majority of the number of directors fixed pursuant to Section 5.1 shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. A majority of the directors present, whether or not a quorum exists, may adjourn any meeting of the Board of Directors to another time and place. Notice of any such adjourned meeting shall be given to the directors who were not present at the time of the adjournment and, unless the time

and place of the adjourned meeting are announced at the time of the adjournment, to the other directors.

5.8 Matter of Acting. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

5.9 Vacancies. Any vacancy occurring in the Board of Directors, including any vacancy created by reason of an increase in the number of directors, may be filled only by the Members at a meeting called for that purpose. A director elected to fill a vacancy shall hold office only until the next annual meeting at which directors are elected and his successor shall be elected and qualified or until his earlier resignation, removal from office, or death.

5.10 Removal. A director may be removed by the Members at any time that, in their judgment, the best interests of the Corporation would be served thereby.

5.11 Presumption of Assent. A director of the Corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken, unless he votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest.

5.12 Constructive Presence at a Meeting. A member of the Board of Directors may participate in a meeting of such board by means of a conference telephone or similar communications equipment, by means of which all persons participating in the meeting can hear each other at the same time. Participating by such means shall constitute presence in person at a meeting.

5.13 Action without a Meeting. Any action required by law to be taken at any meeting of the directors of the Corporation or any action which may be taken at a meeting of the directors or a committee thereof, may be taken without a meeting if a consent in writing, setting forth the action so to be taken, signed by all of the directors or all of the members of the committee, as the case may be, is filed in the minutes of the proceedings of the Board of Directors or of the committee, and such consent shall have the same effect as a unanimous vote.

5.14 Compensation; Reimbursement. The members of the Board of Directors and officers of the Corporation shall not receive any salary or other compensation from the Corporation for services to the Company in such capacity, except that all members of the Board of Directors and officers of the Corporation shall be reimbursed by the Corporation for any reasonable out of pocket expenses directly incurred by them in connection with their performance of any of the duties and responsibilities of being a member of the Board of Directors or an officer.

SECTION 6 OFFICERS

6.1 Officers. The officers of the Corporation shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may from time to time elect such other officers and designate their duties as in their judgment

may be necessary to manage the affairs of the Corporation. A person may hold more than one office simultaneously; provided, however, that only Eligible Persons may be elected to hold office.

6.2 Election and Term of Office. The officers of the Corporation to be elected by the Board of Directors shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until his or her successor shall have been elected and qualified or until his or her earlier resignation, removal from office, or death.

6.3 Removal. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever, in its judgment, the best interests of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

6.4 Vacancies. A vacancy, however occurring, in any office may be filled by the Board of Directors for the unexpired portion of the term.

6.5 President. The President shall be the chief executive officer of the Corporation, and shall preside at all meetings of the Board of Directors and the Corporation. The President shall have all of the powers and duties which are customarily vested in the office of a president of a corporation, including without limitation the duty to supervise all other officers and to execute all contract and similar obligations on behalf of the Corporation. The President, together with the Secretary, shall also have authority to give all notices required by the governing documents or law unless directed otherwise by the Board of Directors. The President shall have such other duties as may from time to time be prescribed by the Board of Directors.

6.6 Vice President. The Vice President shall take the place of the President and perform the duties of the office whenever the President is absent or unable to act. The Vice President shall also perform such other duties as shall from time to time be prescribed by the Board of Directors.

6.7 Secretary. The Secretary shall be responsible for recording the minutes of all meetings of the Board of Directors and the Corporation. The Secretary shall be responsible for keeping the books and records of the Corporation. The Secretary or President shall give all notices required by the governing documents or law unless directed otherwise by the Board of Directors. The Board of Directors may delegate the Secretary's administrative functions to a managing agent; provided that such delegation shall not relieve the Secretary of the ultimate responsibility of the Secretary's duties.

6.8 Treasurer. The Treasurer shall have responsibility for all financial assets of the Corporation, and may, at the discretion of the Board of Directors be covered by a bond or insurance in such sum and such companies as the Board of Directors may require. The Treasurer shall be responsible for keeping the Corporation's financial books, assessment rolls and accounts. The Treasurer shall cause the books of the Corporation to be kept in accordance with

customary and accepted accounting practices and shall submit them to the Board of Directors for its examination upon request. The Treasurer shall cause all moneys and other monetary assets of the Corporation to be deposited in the name of or to the credit of the Corporation in depositories designated by the Board of Directors, shall cause the funds of the Corporation to be disbursed as ordered by the Board of Directors and shall perform all other duties incident to the office of Treasurer. The Board of Directors may delegate the Treasurer's administrative function to a managing agent; provided that such delegation shall not relieve the Treasurer of the ultimate responsibility for the Treasurer's duties.

SECTION 7 RULES AND REGULATIONS

The Board of Directors is authorized to adopt written "Rules and Regulations," as may be amended from time to time by the Board of Directors, pertaining to the following:

- A. The use of the those certain portions of Gateway Shopping Center constituting the common areas, as identified under Parcel Identification No. 5042 01 19 0010 as issued by the Broward County Property Appraiser's Office (the "Common Areas");
- B. The levying of assessments against the Owners of all or a portion of the lots numbered 1-16, inclusive, all in Block Four (4) of GATEWAY, according to the replat of Block Four (4) of GATEWAY, recorded in Plat Book 25, Page 40, of the Public Records of Broward County, Florida, with said assessments to provide for the upkeep, maintenance and repair of the Common Areas, together with assessments to provide for the payment of taxes levied against the said Parcels "A"- "E", inclusive, by any and all governmental bodies and agencies;
- C. The enacting and enforcing, by litigation if necessary, of restrictions and/or prohibitions pertaining to the use of the Common Areas, by the above-described lot Owners, and/or their employees, lessees, licensees, invitees, customers and/or clients in the event that the Owner does not timely pay the assessments mentioned in Section B hereinabove or if any of the parties mentioned herein do not use Common Areas, in accordance with all "Rules and Regulations" promulgated by the Board of Directors;
- D. The filing and prosecuting of liens and lien foreclosure actions against the lot(s) owned by the Owner's mentioned in Section B hereinabove, pursuant to the authority set forth within the AGREEMENT which was filed for record on April 12, 1966 in the Official Records Book 3209 at Page 257, of the Public Records of Broward County, Florida, pertaining to the Assessments set forth in Section B hereinabove, as amended by that certain Amendment to and Confirmation of Agreement (collectively, the "Agreement"); and
- E. Any and all other matters pertaining to the regulation and management of the affairs of the said Corporation and of the property which the said Corporation owns so long as those rules and regulations are not inconsistent with law, the Articles of Incorporation or the Bylaws;

Any "Rules and Regulations" so adopted by the Board of Directors may also be repealed or amended by a majority vote of the Board of Directors. Any "Rules and Regulations" so adopted by the Board of Directors may be recorded in the Public Records of Broward County, Florida, after having been executed by any two members of the Board of Directors of the subject corporation, whose signatures must be attested to by a Notary Public. Reference should be made on the document to those certain portions of Gateway Shopping Center constituting the common areas, as identified under Parcel Identification No. 5042 01 19 0010 as issued by the Broward County Property Appraiser's Office.

SECTION 8
AMENDMENTS

The power to adopt, alter, amend, or repeal these Bylaws of the Corporation shall be vested in the Board of Directors or the Members of the Corporation.

The power to adopt, alter, amend, or repeal Articles of Incorporation of the Corporation shall be vested in the Members of the Corporation.

SECTION 9
INDEMNIFICATION

No director or officer of the Corporation shall be personally liable to the Corporation for monetary damages to the Corporation or any other person for any statement, vote, decision or failure to act, regarding corporate management or policy, as a director or officer, except to the extent that such exemption from liability or limitation thereof is not permitted under the Florida Not For Profit Corporation Act.

The Corporation shall indemnify to the full extent permitted by law any person who is made, or is threatened to be made, a party to any action suit or proceeding (whether civil, criminal, administrative or investigative) by reason of the fact that he is or was a director or officer of the Corporation or serves or served any other enterprises at the request of the Corporation. If the Florida Not For Profit Corporation Act is amended after the filing of these Articles of Incorporation of which this Section 9 is a part to authorize corporate action further eliminating or limiting the personal liability of directors or officers, then the liability of a director or officer of the Corporation shall be eliminated or limited to the fullest extent permitted by the Florida Not For Profit Corporation Act as so amended.

Any repeal or modification of the foregoing paragraph by the Members of the Corporation shall not adversely affect any right or protection of a director or officer of the Corporation existing at the time of such repeal or modification.

SECTION 10
RESIGNATIONS

Any director or officer of the Corporation may resign at any time by giving written notice to the Board of Directors, to the President, or to the Secretary of the Corporation. Any such resignation shall take effect at the time specified therein, or, if the time be not specified therein, upon its acceptance by the Board of Directors.

SECTION 11 **MISCELLANEOUS**

11.1 Notices. Unless specifically provided otherwise in applicable law, the Agreement or these Bylaws, all notices required to be given by or to the Corporation, the Board of Directors, the Corporation officers or the Owners or Members shall be in writing and shall be effective upon hand delivery, electronic delivery, or mailing if properly addressed with postage prepaid and deposited in the United States mail.

11.2 Severability. The invalidity or unenforceability of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.

11.3 Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way limit or proscribe the scope of these Bylaws or the intent of any provision hereof.

11.4 Conflicts in Documents. In the event of any conflict among the provisions of applicable law, the Agreement, the Bylaws or the Rules and Regulations, the law shall control unless the law permits the other documents to control. As among the Agreement, Bylaws and Rules and Regulations, the Agreement shall control, and as between the Bylaws and Rules and Regulations, the Bylaws shall control.

11.5 Waiver. Unless otherwise provided by law, whenever any notice is required to be given to any director or Member of the Corporation under the provisions of these Bylaws or under the provisions of its Articles of Incorporation, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

11.6 No Corporate Seal. The Corporation shall have no corporate seal.

11.7 Fiscal Year. The fiscal year of the Corporation shall be a calendar year unless the Board of Directors adopts a different fiscal year.

RULES AND REGULATIONS
OF
GATEWAY SHOPPING CENTER I CORP.

BE IT KNOWN that the following Rules and Regulations pertain to those certain portions of Gateway Shopping Center constituting the common areas, as identified under Parcel Identification No. 5042 01 19 0010 as issued by the Broward County Property Appraiser's Office.

The following Rules and Regulations have been promulgated by the board of directors (the "Board of Directors") of GATEWAY SHOPPING CENTER I CORP., a Florida not for profit corporation (the "Corporation"), in accordance with the authority and powers granted to the Board of Directors in Section 7 of the Bylaws of the Corporation. Reference should also be made to the following documents which pertain to the subject property:

A. The plat of GATEWAY, as recorded in Plat Book 25, Page 24, of the Public Records of Broward County, Florida.

B. A replat of Block Four (4) of GATEWAY, as recorded in Plat Book 25, Page 40, of the Public Records of Broward County, Florida.

C. The Quit-Claim Deed in favor of the Corporation, that was filed for record on September 15, 2023, in Instrument No. 119104972, of the Public Records of Broward County, Florida.

D. The Agreement recorded on Official Records in Book 3209, Page 257, Broward County, Florida, as amended by that certain Amendment to and Confirmation of Agreement recorded on September 15, 2023, in Instrument No. 119104973, of the Public Records of Broward County, Florida.

E. The Articles of Incorporation of the Corporation, which was incorporated on May 12, 2023, as shown by the records maintained by the Secretary of State of the State of Florida.

WHEREAS, pursuant to the authority granted to the Board of Directors as set forth in the above-mentioned documents, the Board of Directors has adopted the following Rules and Regulations:

1. That the customers, invitees and/or clients of any owner of all or any portion of the above-mentioned Lots 1-16 shall be prohibited from using all or any portion of the above-described Parcels "A"- "E", which includes the parking area and all walkways, unless that owner is also a member of the Corporation ("Member") in good standing with the Corporation.
2. That if all or any portion of the property owned by the Corporation (Parcels "A"- "E") become encumbered by any municipal or private lien caused by any action or inaction of any lot owner and/or any of that lot owner's employees, lessees, licensees, invitees,

customers and/or clients, then that lot owner shall cause that lien to be immediately satisfied or released by having the lien transferred to other security owned by that lot owner. If that lot owner fails or refuses to satisfy or obtain the release of the lien within 30 days after receiving notice of the filing of the lien, the Corporation may satisfy the lien and assess that lot owner's account accordingly.

3. That each Member shall be required to pay any and all assessments levied against that Member within **60** days from the date that that notice of assessment is mailed or delivered to the Member by the Corporation. The Members shall be assessed, in accordance with their percentage of membership interest in the Corporation (a total of 16 membership interest shares are outstanding for the 16 lots) to provide for the upkeep, maintenance and repair of the above-described Parcels "A"-"E", together with any additional assessments that may arise under these circumstances discussed hereinabove in Rule No. 3.
4. That any vehicles parked on any property owned by the Corporation shall be subject to being towed away, at the vehicle owner's expense, under the following circumstances:
 - a. If a vehicle is parked in the parking area between 4:30 AM to 5:30 AM.
5. That the Corporation may file a lien and prosecute a lien foreclosure action against any lot(s), or portion thereof, owned by any lot owner who fails and refuses to bring his, her, or its account with the corporation current if that account is in default.
6. These Rules and Regulations may be executed in one or more counterparts, each of which shall be deemed to constitute an original, but all of which together shall constitute one and the same instrument, and when signed by all of the members of the Board of Directors.

[Signature pages follow.]

a. If a vehicle is parked in the parking area between 4:30 AM to 5:30 AM.

5. That the Corporation may file a lien and prosecute a lien foreclosure action against any lot(s), or portion thereof, owned by any lot owner who fails and refuses to bring his, her, or its account with the corporation current if that account is in default.

6. These Rules and Regulations may be executed in one or more counterparts, each of which shall be deemed to constitute an original, but all of which together shall constitute one and the same instrument, and when signed by all of the members of the Board of Directors.

[Signature pages follow.]

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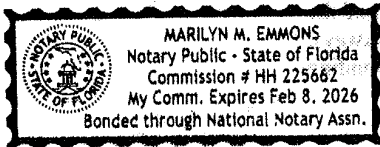
THESE "RULES AND REGULATIONS" have been adopted by the Board of Directors of the Corporation on this 17 day of August, 2023.

Dennis Woodson, Director

Dennis M. Woodson

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this day, 17th of August, 2023, by Dennis Woodson, who is personally known to me or who has produced _____, as identification.

[Seal]



Notary Public, *Marilyn M. Emmons*
My commission expires: February 8, 2026

Jaime Sturgis, Director

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this day, _____, 2023, by Jaime Sturgis, who is personally known to me or who has produced _____, as identification.

[Seal]

Notary Public
My commission expires:

THESE "RULES AND REGULATIONS" have been adopted by the Board of Directors of the Corporation on this ____ day of _____, 2023.

Dennis Woodson, Director

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this day, _____, 2023, by Dennis Woodson, who is personally known to me or who has produced _____, as identification.

[Seal]

Notary Public

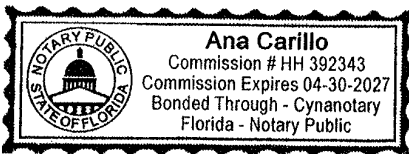
My commission expires: _____




Jaime Sturgis, Director

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this day, August 16th, 2023, by Jaime Sturgis, who is personally known to me or who has produced _____, as identification.


[Seal]





Notary Public

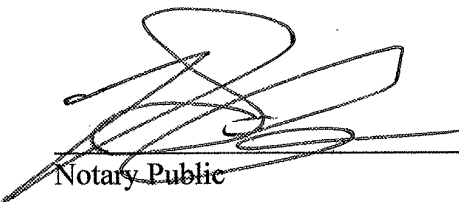
My commission expires: 04-30-2027



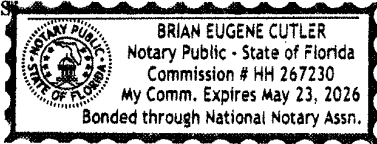
Michael Steiner, Director

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this day, August 16, 2023, by Michael Steiner, who is personally known to me or who has produced _____, as identification.

[Seal]



Notary Public
My commission expires _____

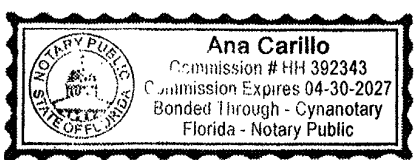





Randy Levine, Director

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this day, Sept 7th, 2023, by Randy Levine, who is personally known to me or who has produced _____, as identification.

[Seal]





Notary Public
My commission expires: 04-30-2027