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FLORIDA PROFIT/NON PROFIT CORPORATION
JUPITER PARK DRIVE CONDOMINIUM ASSOCIATION II, INC.

Certificate of Status	0
Certified Copy	0
Page Count	10
Estimated Charge	\$70.00

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ARTICLES OF INCORPORATION OF
JUPITER PARK DRIVE CONDOMINIUM ASSOCIATION II, INC.
(A Florida Corporation Not For Profit)

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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 the 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:

1. "Articles" mean these Articles of Incorporation and any amendments hereto.
2. "Association" or "Corporation" means Jupiter Park Drive Condominium Association II, Inc., a Florida corporation not for profit.
3. "Association Documents" means, in the aggregate, the Declaration, these Articles, the Bylaws and all of the instruments and documents referred to or incorporated therein including, but not limited to, amendments to any of the foregoing, as applicable.
4. "Board" means the board of directors of the Association.
5. "Bylaws" mean the bylaws of the Association and any amendments thereto.
6. "Common Elements" has the meaning set forth in the Declaration.
7. "County" means Palm Beach County, Florida.
8. "Declarant" means 1201 Jupiter Park Drive Holdings, LLC, a Florida limited liability company, and any successor or assign thereof. 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.
9. "Declaration" means the Declaration of Condominium for the Association, which is intended to be recorded amongst the Public Records of Palm Beach County, Florida, and any amendments thereto.
10. "Director" means a member of the Board.
11. "Incorporator" means the incorporator of these Articles.
12. "Member" means a member of the Association.
13. "Operating Expenses" means the expenses for which Members are liable to the Association as described in the Association Documents and includes but is not limited to, the costs and expenses incurred by the Association in administering, operating, reconstructing, maintaining, financing, repairing, replacing or improving the Common Elements or any portion thereof and improvements thereon and all costs and expenses incurred by the Association in carrying out its powers and duties as set forth in the Association

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Documents, including, but not limited to, the cost of any reserves and any other expenses designated to be Operating Expenses by the Board.

14. "Owner" means the owner(s) of the fee simple title to a Unit and includes Declarant for so long as it is the owner of the fee simple title to a Unit.

15. "Unit" means a condominium unit located within the Association.

ARTICLE II
NAME

The name of this corporation shall be JUPITER PARK DRIVE CONDOMINIUM ASSOCIATION II, INC., a Florida corporation not for profit, whose principal address and mailing address is 4300 US Highway One, Suite 203, Jupiter, Florida 33477.

ARTICLE III
PURPOSES

The purpose for which the Association is organized is to take title to, operate, administer, manage, lease and maintain the Common Elements 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:

1. The Association shall have all of the common law and statutory powers of a corporation not for profit.
2. The Association shall have all of the powers to be granted to the Association in the Association Documents and under Florida law. All of the provisions of the Declaration and the Bylaws which grant powers to the Association are incorporated into these Articles.
3. The Association shall have all of the powers reasonably necessary to implement the purposes of the Association, including, but not limited to, the following:
 - a. To perform any act required or contemplated by it under the Association Documents.
 - b. To make, establish, amend and enforce reasonable rules and regulations governing the use of the Common Elements.
 - c. To make, levy and collect "Assessments" (as defined in the Declaration) for the purpose of obtaining funds from the Members to pay Operating Expenses 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.
 - d. To maintain, repair, replace and operate the Common Elements in accordance with the Association Documents.
 - e. To enforce by legal means the obligations of the Members and the provisions of the

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Association Documents.

f. 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 Common Elements 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 Common Elements and to delegate to such professional management certain powers and duties of the Association.

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

4. The Association shall have all of the powers reasonably necessary 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 furtherance of things listed above.

ARTICLE V
MEMBERS AND VOTING

The qualification of Members, the manner of their admission to membership, the manner of termination of such membership and the manner of voting by members shall be as follows:

1. Until such time as the first deed of conveyance of a Unit from Declarant to an Owner recorded amongst the Public Records of the County ("First Conveyance"), the membership of the Association shall be comprised solely of the Incorporator and the Incorporator shall be entitled to cast one (1) vote on all matters requiring a vote of the membership.

2. Upon the First Conveyance, Declarant shall be a Member as to each of the remaining Units owned by Declarant until each such Unit is conveyed to another owner, and thereupon and thereafter each and every Owner, including Declarant as to Units owned by Declarant, shall be Members and exercise all of the rights and privileges of Members.

3. Membership in the Association for Owners other than Declarant shall be established by the acquisition of ownership of fee title to a Unit as evidenced by the recording of an instrument of conveyance amongst the Public Records of the County. Where title to a Unit is acquired by conveyance from a party other than Declarant by means of sale, gift, inheritance, devise, judicial decree or otherwise, the person, persons or entity thereby acquiring such Unit shall not be a Member unless or until such Owner shall deliver a true copy of a deed or other instrument of acquisition of title to the Association.

4. The Association shall have two (2) classes of voting membership:

a. "Class A Members" shall be all Owners and, upon the Turnover Date, Declarant. Class A Members shall be entitled to one (1) vote, in accordance with the Bylaws, for each Unit they own.

b. "Class B Member" shall be Declarant who shall be entitled to two (2) times the total number of votes of the Class A members plus one (1) additional vote, thus giving the Class B Member at least a 2/3 majority of votes in the Association. Class B membership shall cease and be converted to Class A membership upon the earliest to occur of the following events ("Turnover Date"):

i. Three (3) months after the conveyance of ninety percent (90%) of the Units by Declarant, as evidenced by the recording of instruments of conveyance of such Units amongst the Public Records of the County;

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ii. Termination of the Class B Membership by resignation of all Declarant appointed Directors and delivery to the secretary of the Association of a certificate in recordable form, signed by Declarant and stating that Declarant elects to terminate its Class B membership.

On the Turnover Date, Class A Members including Declarant shall assume control of the Association and elect the Board.

5. The designation of different classes of membership are for purposes of establishing the number of votes applicable to certain Units, 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.

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

7. Any Member who conveys or loses title to a Unit 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 Unit and shall lose all rights and privileges of a Member resulting from ownership of such Unit.

8. There shall be only one (1) vote for each Unit, except for Class B Members as set forth herein. If there is more than one Owner with respect to a Unit as a result of the fee interest in such Unit being held by more than one person, such Owners collectively shall be entitled to only one (1) vote. The vote of the owners of a Unit owned by more than one natural person or by a corporation or other legal entity shall be cast by the person named in a certificate signed by all of the Owners of the Unit, or, if appropriate, by properly designated officers, partners or principals of the respective legal entity, and filed with the secretary of the Association, and such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not filed with the secretary of the Association, the vote of such Unit shall not be considered for a quorum or for any other purpose.

Notwithstanding the foregoing provisions, whenever any Unit is owned by a husband and wife they may, but shall not be required to, designate a voting member. In the event a certificate designating a voting member is not filed by the husband and wife, the following provisions shall govern their right to vote:

a. Where both are present at a meeting, each shall be regarded as the agent and proxy of the other for purposes of casting the vote for each Unit owned by them. In the event they are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting, but shall count for purposes of establishing a quorum.

b. Where only one (1) spouse is present at a meeting, the person present may cast the Unit vote without establishing the concurrence of the other spouse, absent any prior written notice to the contrary by the other spouse. In the event of prior written notice to the contrary to the Association by the other spouse, the vote of said Unit shall not be considered, but shall count for purposes of establishing a quorum.

c. Where neither spouse is present, the person, designated in a "Proxy" (as defined in the Bylaws) signed by either spouse may cast the Unit vote, absent any prior written notice to the contrary to the Association by the other spouse or the designation of a different Proxy by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a

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different Proxy by the other spouse, the vote of said Unit shall not be considered, but shall count for purposes of establishing a quorum.

9. 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 condominium 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 is:

Mr. Greg Lyon
4300 S. US Highway One, Suite 203
Jupiter, Florida 33477

ARTICLE VIII

OFFICERS

1. The executive officers of the Association shall be a President, a Vice-president, a Treasurer, and a Secretary (all of whom need to be members of the Board). The officers shall be elected annually by the members of the Board and may be removed without cause at any meeting by a vote of a majority of all of the members of the Board. A person may hold more than one office except that the President may not also be the secretary. No person shall sign an instrument nor perform an act in the capacity of more than one office. The Board may from time to time elect other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association. Officers, other than designees of the Developer, must be Owners (or authorized representatives of corporate/partnership/trust Owners).

2. The President shall be the chief executive officer of the Association. He or she shall have all of the powers and duties that usually are vested in the office of president of an association. The President shall preside at all meetings of the Board.

3. The Vice-president shall exercise the powers and perform the duties of the President in the absence or disability of the President. He or she also shall assist the President and exercise those other powers and perform those other duties as are incident to the office of the vice president of an association and as may be required by the Directors or the President.

4. The Secretary shall keep the minutes of all proceedings of the Directors and the Members. He or she shall attend to the serving of all notices to the Unit Owners and Directors and other notices required

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by law. He or she shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the Directors or the President.

5. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He or she shall keep books of account for the Association in accordance with good accounting practices that, together with substantiating papers, shall be made available to the Board for examination at reasonable times. The Treasurer shall submit a treasurer's report to the Board at reasonable intervals and shall perform all other duties incident to the office of treasurer. All money and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board.

6. Neither Directors nor officers shall receive compensation for their services as such, but this provision shall not preclude the Board from employing a Director or officer as an employee of the Association, nor preclude contracting with a Director or officer for the management of the Association or for any other service to be supplied by such Director or officer. Directors and officers shall be compensated for all actual and proper out of pocket expenses relating to the proper discharge of their respective duties.

**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 - Max Musn
- Vice President - Greg Lyon
- Secretary/Treasurer - Laura Zerbock

**ARTICLE X
BOARD OF DIRECTORS**

1. Declarant shall appoint each of the Directors prior to the Turnover Date. Declarant reserves the right to replace and/or designate Directors prior to the Turnover Date.

2. The number of Directors on the Board prior to the Turnover Date, and the "Initial Elected Board" (as hereinafter defined), shall be three (3).

3. The names of the persons appointed by Declarant to serve on the first board are as follows:

- Max Musn
- Greg Lyon
- Laura Zerbock

4. Upon the Turnover Date, the Members shall elect the Directors (the "Initially Elected Board") at a special meeting of the membership to be called by the Board for such purpose (the "Initial Election Meeting").

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5. All of the Directors shall be elected by the Members at each "Annual Members' Meeting" (as defined in the Bylaws) following the Initial Election Meeting.

6. The number of Directors elected by the Members at an Annual Members' Meeting shall be not less than three (3) nor more than five (5), as the Board shall from time to time determine prior to each such Annual Members' Meeting at which Directors are to be elected.

7. There shall be only one (1) vote for each Director.

8. 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 the 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 fifty percent (50%) of the Members.

9. A notice of the Initial Election Meeting shall be forwarded to all Members in accordance with the Bylaws; provided, however, that the Members shall be given at least four (4) days' notice of such meeting. At the Initial Election Meeting Declarant shall cause all of its appointed Directors to resign.

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 post judgment proceedings, reasonably incurred by or imposed upon him in connection with any negotiations, proceeding, arbitration, litigation or settlement in which he becomes involved by reason of his 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 in the best interest of the Association, and in the event a Director or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his 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

1. Prior to the First Conveyance, these Articles may be amended only by an instrument in writing signed by the Incorporator of these Articles and filed in the Office of the Secretary of State of the State of Florida.

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2. After the First Conveyance, these Articles may be amended in the following manner:
 - a. The Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the Members, which may be at either the Annual Members' Meeting or a special meeting. Any number of proposed amendments may be submitted to the Members and voted upon by them at one meeting.
 - b. Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member within the time and in the manner provided in the Bylaws for the giving of notice of meetings ("Required Notice").
 - c. At such meeting, a vote of the Members shall be taken on the proposed amendment (s). The proposed amendment (s) shall be adopted upon receiving the affirmative vote of at least sixty-seven percent (67%) of the voting interests.
 - d. An amendment may be adopted by a written statement (in lieu of a meeting) signed by all Members and all members of the Board setting forth their intention that an amendment to the Articles be adopted.
 - e. These Articles may not be amended without the written consent of a majority of the members of the Board.
3. Notwithstanding the foregoing provisions of this Article XIII, no amendment to these Articles shall be adopted or become effective without the prior written consent of Declarant for so long as Declarant holds fee simple title to a Unit.
4. 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 of 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 street address of the initial registered office of the Association is 4300 S. US Highway One, Suite 203, Jupiter, Florida 33477 and the initial registered agent of the Association at that address shall be Greg Lyon.

[Signature on following page]

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IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature this 20th day of MARCH, 2020.

By: [Signature]
Name: Greg Lyon

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

BEFORE ME, a Notary Public authorized to take acknowledgments in the State and County set forth above, personally appeared Greg Lyon, personally known to me or who produced _____ as identification, and known by me to be the person who executed the foregoing Articles of Incorporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, in the State and County aforesaid, this 20th day of MARCH, 2020.

[Signature]

NOTARY PUBLIC - State of Florida

My Commission Expires:



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CERTIFICATE OF REGISTERED AGENT OF
JUPITER PARK DRIVE CONDOMINIUM ASSOCIATION II, INC.

In pursuance of chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

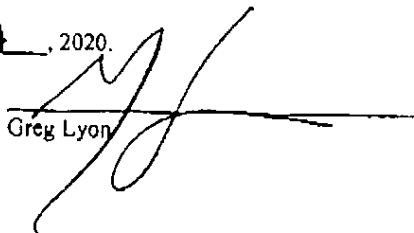
That JUPITER PARK DRIVE CONDOMINIUM ASSOCIATION II, INC., desiring to organize under the laws of the State of Florida with its principal office, as indicated in the Articles of Incorporation, at City of Jupiter, County of Palm Beach, State of Florida, has named Greg Lyon as its agent to accept service of process within this State.

ACKNOWLEDGEMENT

Having been named to accept service of process for the above stated corporation, at place designated in this Certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping open said office.

DATED this 20th day of MARCH, 2020.

Greg Lyon



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