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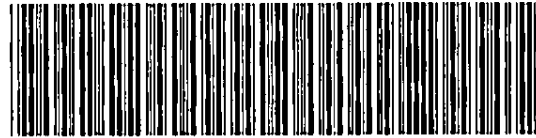
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SECRETARY OF STATE

2/11/21

**COVER LETTER**

TO: Amendment Section  
Division of Corporations

NAME OF CORPORATION: Juno By The Sea North Condominium Association (The Tower), Inc.

DOCUMENT NUMBER: 725426

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Jay Steven Levine, Esquire

(Name of Contact Person)

Levine Law Group

(Firm/ Company)

2500 N. Military Trail, Suite 283

(Address)

Boca Raton, Florida 33431

(City/ State and Zip Code)

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Jay Steven Levine, Esquire

(561)

999-9925

at

(Name of Contact Person)

(Area Code)

(Daytime Telephone Number)

Enclosed is a check for the following amount made payable to the Florida Department of State:

☒ \$35 Filing Fee

☐ \$43.75 Filing Fee &  
Certificate of Status

☐ \$43.75 Filing Fee &  
Certified Copy  
(Additional copy is  
enclosed)

☐ \$52.50 Filing Fee  
Certificate of Status  
Certified Copy  
(Additional Copy is  
Enclosed)

**Mailing Address**

Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**Street Address**

Amendment Section  
Division of Corporations  
The Centre of Tallahassee  
2415 N. Monroe Street, Suite 810  
Tallahassee, FL 32303

FILED

THIS INSTRUMENT PREPARED BY:  
LEVINE LAW GROUP  
2500 North Military Trail, Suite 283  
Boca Raton, Florida 33431  
(561) 999-9925

2021 FEB 15 PM 4:01

SECRETARY OF STATE  
TALLAHASSEE, FL

**THIRD AMENDED AND RESTATED ARTICLES OF INCORPORATION OF**  
**JUNO BY THE SEA NORTH CONDOMINIUM ASSOCIATION (THE TOWER), INC.**  
**A NOT-FOR-PROFIT CORPORATION**

Pursuant to Section 617.1007(4), Florida Statutes, the Articles of Incorporation of Juno by The Sea North Condominium Association (The Tower), Inc., a Florida corporation not for profit, which was originally incorporated under the same name on January 31, 1973, are hereby amended and restated in their entirety. All amendments included herein have been adopted pursuant to Section 617.1007(4), Florida Statutes, and there is no discrepancy between the corporation's Articles of Incorporation and the provisions of this Third Amended and Restated Articles other than the inclusion of amendments adopted pursuant to Section 617.1007(4) and the omission of matters of historical interest. The Third Amended and Restated Articles of Incorporation of Juno by The Sea North Condominium Association (The Tower), Inc. shall henceforth be as follows:

**ARTICLE I**  
**NAME AND ADDRESS**

The name of the corporation is Juno by The Sea North Condominium Association (The Tower), Inc., and its mailing address is 840 Ocean Drive, Juno Beach, Florida 33408.

**ARTICLE II**  
**DEFINITIONS**

For convenience, the corporation shall be referred to in this instrument as the "Association"; the Third Amended and Restated Declaration of Condominium, as the "Declaration"; this Third Amended and Restated Articles of Incorporation as the "Articles"; and the Third Amended and Restated By-Laws of the Association as the "By-Laws". All other definitions contained in the Third Amended and Restated Declaration are incorporated by reference into these Articles.

**ARTICLE III**  
**PURPOSE AND POWERS**

Section 3.1. Purpose. The purpose for which the Association is organized is to provide an entity pursuant to the condominium and corporate statutes for the operation of Juno by the Sea North Condominium (The Tower), Inc., located in Palm Beach County, Florida. The Association is organized and shall exist on a non-stock basis as a corporation not for profit under the laws of the State of Florida. No portion of any earnings of the Association shall be distributed or inure to the private benefit of any Member, Director or officer, except as otherwise provided for by any law, as amended from time to time.

### Section 3.2 Powers and Duties.

A. General. For the accomplishment of its purposes, the Association shall have all the common law and statutory powers and duties of a corporation not for profit under the laws of the State of Florida, except as limited or modified by the Condominium Documents or the Condominium Act and corporate act. The powers of the Association shall also be as set forth in the Condominium Documents, which shall include the promulgation of rules and regulations with respect to the Properties as defined in Section 3.27 of the Declaration.

B. Powers. The Association shall have all of the powers reasonably necessary to operate the Condominium pursuant to the Condominium Documents as they may hereafter be amended, and applicable law including, but not limited to:

1. To make and collect annual and special assessments against members of the Association to defray the costs, expenses and losses of the Condominium and the Association, and to use the funds in the exercise of its powers and duties.

2. To protect, maintain, repair, replace and operate the property in the Condominium pursuant to the Condominium Documents and applicable law.

3. To purchase insurance upon the Condominium for the protection of the Association and its members, as required by the Condominium Documents and applicable law.

4. To make improvements of the property in the Condominium, subject to any limitations contained in the Declaration.

5. To reconstruct building and other improvements after casualty .

6. To make, amend, and enforce reasonable rules and regulations governing the use of the Properties inclusive of the Units. The powers of the Association shall also include the power to make, amend and enforce rules and regulations regarding the operation of the Association, and including the frequency, time, location, notice and manner of the inspection and copying of official records, without the need for membership approval.

7. To contract for the management and maintenance of the Condominium, and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by the Declaration to be exercised by the Board of Directors or the membership of the Association.

8. To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Condominium and Association property.

9. To demand rent from tenants in connection with the Association's right to the assignment of rents pursuant to Section 718.116, Florida Statutes, as amended from time to time.

10. To suspend the use of common elements in accordance with Section 718.303(4), Florida Statutes, as amended from time to time.

11. To borrow money except that any loan including mortgage and lines of credit in excess of \$50,000.00 shall be approved by the Board of Directors and at least sixty seven percent (67%) of the voting interests of those Owners present in person and by proxy at an Owners' meeting, with quorum present. The Board shall mail to all Owners notice of the intended loan pursuant to this paragraph, advising them of their right to object in writing within twenty-one (21) days after the mailing of such notice. For purposes of the sixty seven percent (67%) figure, the failure of an Owner to vote or consent at all shall be considered an affirmative vote or consent. If the Association defaults in connection with such loan, an Owner may pay the creditor such portion as the Unit's interest in the common elements bears to the interest of all Owners and shall be entitled to a release/satisfaction from the creditor so that the Unit is not so encumbered.

C. Limitation on Corporate Powers. The following limitations on the following powers of the Association as set forth in the corporate statute, shall apply:

1. No Directors, officers or committee members shall receive compensation for their services as Directors, officers and committee members, and none of same shall contract with the Association for any goods or services. The foregoing shall not preclude Directors, officers and committee members from being (and who shall be) reimbursed for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties.

2. All funds and the title to all property acquired by the Association and their proceeds shall be held for the benefit and use of the Owners in accordance with the provisions of the Condominium Documents.

All powers of the Association conferred by the Declaration and By-Laws are incorporated into these Articles by reference.

D. Duties.

1. The Association shall adopt a Rule and Regulation concerning the posting of notices of Board meetings and the annual meeting.

2. The Association shall prepare a Question and Answer Sheet and shall update it at least annually if and as required by the Condominium Act and Administrative Rules as amended from time to time.

3. The Association shall maintain an adequate number of copies of the Condominium Documents and Rules and Regulations, and all amendments to the foregoing, as well as the Question and Answer Sheet referred to above, and the most recent year-end financial report, on the Condominium or Association property, to ensure their availability to Owners. The Association may charge its actual costs for preparing and furnishing the foregoing to those requesting same.

4. The Association shall ensure that the following contracts shall be in writing:

(a) Any contract for the purchase, lease or renting of materials or equipment, which is not to be fully performed within one year from the date of execution of the contract.

(b) Any contract, regardless of term, for the provision of services; other than contracts with employees of the Association, and contracts exempted from the foregoing requirement by the Condominium Act or Administrative Rules as amended from time to time.

5. The Association shall obtain competitive bids for materials, equipment and services where required by the Condominium Act and Administrative Rules as amended from time to time. This provision shall not require the Association to accept the lowest bid.

6. The Association shall obtain and maintain fidelity bonding as required by the Condominium Act and Administrative Rules, and directors and officers liability insurance.

7. The Association shall keep a roster of Owners and their addresses based on information supplied in writing by the Owners from time to time to the Association, and shall keep a roster of Institutional Mortgagees providing the Association with notice pursuant to Section 21.5 of the Declaration.

#### ARTICLE IV MEMBERSHIP AND VOTING IN THE ASSOCIATION

Section 4.1. Membership. The members of the Association shall be all record owners of Units.

Section 4.2. Voting. The Owners of each Unit, collectively, shall be entitled to that vote as set forth in the Declaration and By-Laws. Fractional voting is absolutely prohibited. The manner of exercising voting rights shall be as set forth in the By-Laws.

#### ARTICLE V DIRECTORS

Section 5.1. Number and Qualifications. The property, business and affairs of the Association shall be managed by a Board in the manner and accordance with the relevant provisions specified in the By-Laws. Qualifications of Directors are contained in the By-Laws.

Section 5.2. Duties and Powers. All of the duties and powers of the Association existing under Chapters 718 and 617, Florida Statutes and the Condominium Documents shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to:

- A. approval by Owners, when such approval is specifically required in the Law or Condominium Documents; and/or
- B. action by the Executive Committee, if any.

Section 5.3. Election; Removal. Director(s) of the Association shall be elected in the manner determined by and subject to the terms and provisions set forth in the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

## ARTICLE VI OFFICERS

Section 6.1. Offices. The affairs of the Association shall be administered by the Officers holding the offices designated in the By-Laws.

Section 6.2. Duties and Powers. The powers and duties of the officers are as provided in the By-Laws.

Section 6.3. Election; Removal. The Officers shall be elected by the Board of Directors of the Association at its first meeting after the election meeting of the members of the Association and shall serve at the pleasure of the Board of Directors.

## ARTICLE VII BY-LAWS

The By-Laws of the Association are as approved by the membership of the Association, and may be altered, amended or rescinded by the vote of both the Board of Directors and members of the Association in the manner provided in the By-Laws; with the vote of the Board alone permitted only if and as permitted in the By-Laws.

## ARTICLE VIII AMENDMENTS TO THE ARTICLES OF INCORPORATION

Amendments to these Articles shall be proposed and adopted in the following manner:

Section 8.1. Proposal. Amendments to these Articles may be proposed by a majority of the entire membership of the Board of Directors or by written petition signed by at least twenty-five percent (25%) of the voting interests of the members of the Association. Only one co-owner of a Unit need sign the petition for that Unit.

Section 8.2 Procedure; Notice and Format. In the event that any amendment is proposed by the Board of Directors, then the Board may propose the amendment to be considered at the annual or a special members' meeting. In the event that any amendment was proposed by written petition of the members, then the Board shall have forty (40) days from its receipt of the petition or ten (10) days after its next regular meeting, whichever time period is greater, to certify that the proper number of owners executed the petition. Once certified, the Board shall call a meeting of the members to vote on the amendments within sixty (60) days after certification of the signatures. An amendment may be considered at the annual or a special members' meeting. The full text of any amendment to the Articles shall be included in the notice of the members' meeting of which a proposed amendment is considered by the Owners members.

Section 8.3 Vote Required. Except as otherwise provided by Florida law, or by specific provision in these Articles, these Articles may be amended by the vote of a majority of the entire membership of the Board of Directors then serving and at least sixty-seven percent (67%) of the voting interests of all members of the Association with quorum present. For purposes of the sixty-seven percent (67%) figure, the failure of an Owner to vote or consent at all shall be considered an affirmative vote or consent. If the amendments were proposed by a written petition signed by the members pursuant to Section 8.1 above, then the concurrence of the Board of Directors shall not be required.

Section 8.4. Recording and Effective Date. A copy of each amendment shall be filed with the Department of State pursuant to the provisions of applicable Florida law, and a copy bearing the filing stamp of the Department of State shall be recorded in the public records of the County. The Certificate of Amendment shall, on the first page, state the book and page of the public records where the Declaration is recorded. The Certificate shall be executed by any officer with the formalities required for the recording of a deed. The amendment shall be effective upon recording in the public records of the County. Exception. As to any amendment to Article X of these Articles, this Section 8 shall not apply.

Section 8.5. Provisos. Notwithstanding any provision contained in these Articles to the contrary:

A. An amendment to these Articles that adds, changes, or deletes a greater or lesser quorum or voting requirement must meet the same quorum requirement and be adopted by the same vote required to take action under the quorum and voting requirements then in effect or proposed to be adopted, whichever is greater.

B. Article X of these Articles may be amended by the vote of a majority of the entire Board of Directors, without the need for membership approval, if a statement of change of registered agent and/or office is on file with the Department of State.

C. No amendment shall diminish or impair any of the rights, privileges, powers and/or options provided in these Articles in favor of or reserved to record owner(s) of any mortgage(s) or impair the priority or validity of any mortgage(s) unless the particular mortgagee(s) shall join and consent in the execution of the amendment.

## ARTICLE IX TERM; DISSOLUTION

Section 9.1 Term. The term of the Association shall be perpetual.

Section 9.2 Dissolution. The Association shall be dissolved upon the termination of the Condominium or as otherwise by vote or written consent of by the requisite number of members, following all relevant provisions in the Florida Not-For-Profit Statute, with the assets distributed in accordance with the Owners' shares of ownership in the common elements and common surplus.



ARTICLE X  
REGISTERED AGENT AND REGISTERED OFFICE

The Registered Agent and Registered Office for the Association shall be as reported to the Division of Corporations in an annual report or otherwise from time to time.

ARTICLE XI  
INDEMNIFICATION

To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director, every officer, and every member of a committee of the Association against all expenses and liabilities, including attorneys' fees, actually and reasonably incurred by or imposed on him/her in connection with any legal proceeding for settlement or appeal of such proceeding (and including administrative proceeding) to which he/she may be a party because of his/her being or having been a Director, officer or member of a committee of the Association. Indemnification of Directors, Officers and committee members shall also be that provided for in Section 617.028, Florida Statutes, as amended from time to time. Indemnification shall include a mandatory advance of the Director's, officer's or committee member's attorneys' fees and defense costs, provided that the Director or officer provides the undertaking assurance required by F.S. 607.0850(6); the foregoing is conditioned upon the Director, officer or committee member agreeing to use counsel of the Association's choosing, if the Association so conditions. In the event of a conflict between this Article XI and said statute, the conflict shall be resolved in favor of providing the broadest protection possible to Directors, officers and committee members. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that his/her actions or omissions to act were material to the cause adjudicated and involved:

A. Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgment in its favor; or

B. A violation of criminal law, unless the Director, officer or committee member had no reasonable cause to believe his/her action was unlawful or had a reasonable cause to believe his action was lawful; or

C. A transaction from which the Director, officer or committee member derived an improper personal benefit.

In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer or committee member may be entitled. This Article XI shall not be amended without the written joinder and consent of all persons whose interest would be adversely affected by such amendment.

**CERTIFICATE OF ADOPTION OF THE  
THIRD AMENDED AND RESTATED ARTICLES OF INCORPORATION**

THE UNDERSIGNED, being the duly elected and acting president of JUNO BY THE SEA NORTH CONDOMINIUM ASSOCIATION (THE TOWER), INC., hereby certifies that the foregoing was approved by not less than a majority of the entire membership of the Board of Directors held on December 4<sup>th</sup>, 2020 at a Board meeting, with quorum present; and was approved by not less than sixty-seven percent (67%) of the voting interests of all the members of the Association, accomplished at an Owners' meeting, held on January 21, 2021 called for the purpose, with quorum present. **The number of votes was sufficient for approval (pursuant to Section 8.3 of the Second Amended and Restated Articles of Incorporation.** The foregoing both amend and restate the Second Amended and Restated Articles of Incorporation in their entirety.

EXECUTED this 2<sup>nd</sup> day of February, 2021.

**WITNESSES:**

**JUNO BY THE SEA NORTH CONDOMINIUM  
ASSOCIATION (THE TOWER), INC.**

Sign [Signature]  
Print Douglas J. Wessel

By: [Signature]  
PRESIDENT

Sign [Signature]  
Print Nick Spearburg

Print ANTHONY DICHIAO  
Current Address 840 OCEAN DRIVE  
JUNO BEACH FL 33408

STATE OF FLORIDA                     )  
  ) §:  
COUNTY OF PALM BEACH         )

**SWORN TO AND SUBSCRIBED BEFORE ME** by means of ☒ physical presence or ☐ on-line notarization, this 2<sup>nd</sup> day of February, 2020, by Anthony DiChiaro, who is personally known to me or who has produced \_\_\_\_\_ (if left blank, personal knowledge existed) as identification and who did take an oath, and who executed the Third Amended and Restated Articles of Incorporation of Juno By The Sea North Condominium Association (The Tower), Inc., as his/her free act and deed as such duly authorized officer; and that the execution of the Third Amended and Restated Articles of Incorporation of Juno By The Sea North Condominium Association (The Tower), Inc., is the act and deed of the corporation.

**WITNESS** my official seal in the County of Palm Beach, State of Florida, the date and year stated above.

NOTARY PUBLIC:

Sign: [Signature]

(SEAL)

My commission expires: 10/10/2023

