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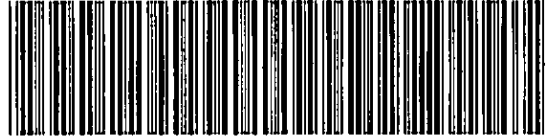
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*BOARD CERTIFIED SPECIALIST IN
CONDOMINIUM AND PLANNED
DEVELOPMENT LAW

January 25, 2021

VIA FEDERAL EXPRESS DELIVERY

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

RE: Gemini Condominium Association, Inc.;
Amended and Restated Articles of Incorporation

To Whom it May Concern:

Enclosed please find an original Certificate of Filing Amended and Restated Articles of Incorporation for Gemini Condominium Association, Inc. along with a copy of same to have stamped and returned to us after filing. Also enclosed is a check in the amount of \$35.00 made payable to the Secretary of State to cover the cost of filing same.

Please feel free to contact our office if you have any questions or concerns. Thank you.

Warmest Personal Regards,

KAYE BENDER REMBAUM, P.L.


Jeffrey A. Rembaum, Esq.
For the Firm

JAR/tr
Enclosures

This instrument was prepared by:
Jeffrey Rembaum, Esquire
Kaye Bender Rembaum, P.L.
9121 N. Military Trail, Suite 200
Palm Beach Gardens, FL 33410

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**CERTIFICATE OF FILING
AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
GEMINI CONDOMINIUM ASSOCIATION, INC.**

WHEREAS, Gemini Condominium Association, Inc. (the "Association") is a Florida not-for-profit corporation formed pursuant to the Articles of Incorporation of Gemini Condominium Association, Inc. filed September 3, 1974, Document Number 730592 (the "Articles"); and

WHEREAS, pursuant to Article XII of the Articles, the Articles may be amended as provided in the Declaration of Condominium recorded in the Official Records of Palm Beach County, Florida, Official Records Book 2417, Page 1 (the "Declaration") to which the Articles are attached as Exhibit "C"; and

WHEREAS, pursuant to Article XXX of the Declaration, the Articles may be amended upon proposal by the Association's Board of Director (the "Board") by a majority vote of the Board and upon approval by the affirmative vote of two-thirds (2/3) of the votes of the members of the Association; and

WHEREAS, at a meeting of the Board on November 19, 2020 the Board proposed the Amended and Restated Articles of Incorporation of Gemini Condominium Association, Inc. attached hereto and incorporated as if fully set forth herein as Exhibit "A" (the "Amended and Restated Articles"), and at a special membership meeting held on January 14, 2021, the members approved the Amended and Restated Articles.

NOW, THEREFORE, the undersigned hereby certifies that the following Amended and Restated Articles are a true and correct copy of the Amended and Restated Articles approved by the Board and the members on the above-referenced dates.

SEE ATTACHED EXHIBIT "A"
**AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
GEMINI CONDOMINIUM ASSOCIATION, INC.**

.....

[Signature and Notary Page to Follow]

IN WITNESS WHEREFORE, this Certificate of Filing has been signed by the Association on the date set forth below.

Signed, Sealed and Delivered
in the presence of:

Joseph Emeigh
Print Name: JOSEPH EMEIGH

Savi Cohen
Print Name: Savi Cohen

GEMINI CONDOMINIUM ASSOCIATION, INC.,
a Florida not-for-profit corporation

By: *William Fuhs*

Its: President

Print Name: William Fuhs

Date: 1/19/21

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

The foregoing instrument was acknowledged before me by means of ☒ physical appearance or
☐ online notarization, this 19 day of January, 2021, by William Fuhs
as President of GEMINI CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit
corporation, who ☒ is personally known to me or ☐ produced _____ as
identification, and did not take an oath.



TAMMIE REED
Commission # GG 202218
Expires June 13, 2022
Bonded Thru Budget Notary Services

Tammie Reed
Notary Public, State of Florida

Tammie Reed
Print Name of Notary Public

My Commission Expires: 6/13/22

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF
GEMINI CONDOMINIUM ASSOCIATION, INC.**

**ARTICLE I
NAME AND ADDRESS**

The name of this corporation shall be GEMINI CONDOMINIUM ASSOCIATION, INC. (the "Association") organized under and in accordance with Chapter 617, Florida Statutes, as amended from time to time. The principal address of the Association shall be 336 Golfview Road, North Palm Beach, Florida 33408, or at such other principal address as may from time to time be designated by the Association's Board of Directors (the "Board"). The mailing address of the Association shall be 11621 Kew Gardens Avenue, Suite 200, Palm Beach Gardens, Florida 33410, or at such other mailing address as may from time to time be designated by the Board.

**ARTICLE II
PURPOSES**

The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes, to operate that certain condominium located in Palm Beach County, Florida known as GEMINI CONDOMINIUM (the "Condominium") and for those purposes as authorized by the Amended and Restated Declaration of Condominium, as may be amended from time to time (the "Declaration"), to which these Amended and Restated Articles of Incorporation of Gemini Condominium Association, Inc. are attached as Exhibit "C," as may be amended from time to time (these "Articles").

**ARTICLE III
DEFINITIONS**

All initially capitalized terms used herein shall have the same definitions and meaning as those set forth in the Declaration, unless otherwise defined herein.

**ARTICLE IV
POWERS**

Without limitation, the Association shall have the following powers:

4.1 General. The Association shall have all of the powers and privileges granted to it pursuant to the Declaration, these Articles, and the By-Laws. The Association shall have all of the common law and statutory powers of a not for profit corporation under the laws of Florida that are not in conflict with the provisions of the Condominium Documents, including those powers under and pursuant to the Florida Not For Profit Corporation Act and the Condominium Act. In the event of any conflict between the provisions of the Florida Not For Profit Corporation Act and the Condominium Act, the provisions of the Condominium Act shall apply. In the event of any conflict between these Articles and the

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By-Laws, these Articles shall control; and in the event of any conflict between these Articles and the Declaration, the Declaration shall control.

4.2 Enumeration. The Association shall have all of the powers reasonably necessary to implement and effectuate the purposes of the Association, including, but not limited to, the following:

a) To make, establish, amend, modify, and rescind reasonable rules and regulations governing the maintenance, use, and operation of the Condominium Property and other property acquired or leased by the Association for use by Unit Owners and for all other lawful purposes.

b) To levy and collect Assessments and other charges against Unit Owners to defray the Common Expenses and for all other purposes as provided for in the Declaration and to use the proceeds thereof in the exercise of its powers and duties and for other expenses incident to the conduct of the business of the Association.

c) To purchase, acquire, mortgage, operate, sell, lease, manage, and otherwise trade and deal with property, whether real or personal, including, without limitation, Units, which may be necessary or convenient for the operation and management of the Condominium and in accomplishing the purposes of the Association.

d) To maintain, repair, replace, operate, and manage the Condominium Property, including, without limitation, the right to reconstruct improvements after casualty and to make further improvements to the Condominium Property.

e) To pay all costs of power, water, sewer, and other utility services rendered to the Condominium Property and not billed to the Unit Owners of the separate Units;

f) To purchase insurance upon the Condominium Property and insurance for the protection of the Association, and its directors and officers, and such other parties as the Association may determine in the best interest of the Association.

g) To contract for the management of the Condominium Property and the Association, and to delegate such powers and duties of the Association to such manager as may be provided for in the Declaration and the By-Laws.

h) To enforce the provisions of the Condominium Documents and the Condominium Act.

i) To acquire and enter into agreements, as may be provided by the Declaration, whereby the Association acquires leasehold, memberships, and other possessory or use interests in lands or facilities, including, but not limited to, country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous

to the lands of the Condominium, intended to provide for the enjoyment, recreation, or other use or benefit of the Unit Owners.

j) To approve or disapprove of the transfer, mortgage, ownership, leasing, and occupants of Units in accordance with the Declaration.

k) To borrow money on behalf of the Association, execute promissory notes and other evidences of indebtedness, and give as security therefor mortgages and security interests in Assessments and/or property owned by the Association.

l) To employ and dismiss personnel to perform the services required for proper operation of the Condominium Property and the Association.

m) To pay all taxes and assessments which are liens against any part of the Condominium Property, other than Units and the appurtenances thereto, and to assess the same against the members and their respective Units subject to such liens; to pay all taxes and assessments which are liens against Units where the Unit Owners thereof are in default thereon, and to make any payments necessary to protect or preserve any lien of the Association, including, but not limited to, the payment of any installment or installments due to an Institutional Mortgagee wherein the Unit Owner is in default in such payment or payments to any such Institutional Mortgagee.

n) To provide, to the extent deemed necessary by the Board, any and all services and do any and all things which are incidental to or in furtherance of purposes and powers of the Association under the Condominium Documents and the Condominium Act.

o) To have and exercise any and all powers, rights, and privileges necessary to implement, enforce, and carry into effect the powers above described.

4.3 Assets. The funds and assets of the Association shall belong solely to the Association subject to the limitation that the same be expended, held, or used for the benefit of the membership and for the purposes authorized in the Declaration, these Articles, and the By-Laws.

ARTICLE V MEMBERSHIP

5.1 Qualifications. All Unit Owners shall be members of the Association, and no other persons or entities shall be entitled to membership. Membership shall be established by the acquisition of fee title to a Unit. The foregoing is not intended to include persons or entities who hold an interest in a Unit merely as security for the performance of an obligation. The membership of any party shall be automatically terminated upon such party being divested of title to all Units owned by such party in the Condominium.

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

5.3 Voting Rights. On all matters on which the membership shall be entitled to vote, each Unit Owner shall have one (1) vote for each Unit owned by such Unit Owner. Any Unit Owner owning more than one (1) Unit shall be entitled to the cumulative total of votes allocated to Units owned. The vote of a Unit shall not be divisible. Such vote or votes may be exercised or cast in such manner as provided by the By-Laws. The owners of Parking Units shall not be entitled to any votes by reason of such ownership.

5.4 General Matters. When reference is made in the Condominium Documents, management contracts, or otherwise, to a majority or specific percentage of Unit Owners, such reference shall be deemed to be reference to a majority or specific percentage of the votes of the Unit Owners and not of the Unit Owners themselves.

ARTICLE VI TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE VII BOARD OF DIRECTORS

7.1 Number and Qualification. The affairs of the Association are managed by the Board consisting of the number of directors determined by the By-Laws. All directors shall be Unit Owners and shall comply with any and all additional eligibility requirements set forth in the Condominium Act.

7.2 Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles, and the By-Laws shall be exercised exclusively by the Board, its agents, contractors or employees, subject only to approval by Unit Owners when it is specifically required.

7.3 Election and Removal. Directors shall be elected at the annual meeting of the members in the manner provided by the By-Laws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the By-Laws.

ARTICLE VIII OFFICERS

The affairs of the Association shall be administered by a President, Vice President, Secretary, and Treasurer, and such other officers as the Board may from time to time designate, in the Board's sole discretion, the powers and duties of which shall be designated by the Board as the Board deems necessary in its sole discretion, all of whom

shall be Unit Owners and shall serve at the pleasure of the Board. The names and addresses of the current officers who shall serve until their successors are designated by the Board are as follows:

PRESIDENT	William Fuhs	11621 Kew Gardens Ave., Ste. 200 Palm Beach Gardens, FL 33410
VICE PRESIDENT	James Migani	11621 Kew Gardens Ave., Ste. 200 Palm Beach Gardens, FL 33410
SECRETARY	Saul Cohen	11621 Kew Gardens Ave., Ste. 200 Palm Beach Gardens, FL 33410
TREASURER	Joseph Erneigh	11621 Kew Gardens Ave., Ste. 200 Palm Beach Gardens, FL 33410

ARTICLE IX INITIAL SUBSCRIBERS

The names and addresses of the initial subscribers to the Association's original Articles of Incorporation are as follows:

John A. Schwencke	5440 N. Ocean Blvd. Riviera Beach, FL 33404
Joseph W. Porten	5440 N. Ocean Blvd. Riviera Beach, FL 33404
Carol W. Shade	5440 N. Ocean Blvd. Riviera Beach, FL 33404

ARTICLE X INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him/her in connection with any proceeding to which he/she may be a party or in which he/she may become involved by reason of his/her being or having been a director or officer of the Association, whether or not he/she is a director or officer at the time such expenses are incurred. This indemnification shall not apply in such cases where the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his/her duties. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE XI
AMENDMENTS

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

11.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

11.2 Adoption. An amendment to these Articles may be proposed either by a majority of the Board or by not less than a majority of the total voting interests of the Association. A proposed amendment must then be approved by not less than a majority of the votes of all Unit Owners. The approval of the Unit Owners of a proposed amendment may be obtained by written consent in lieu of a membership meeting pursuant to the relevant provisions of the Florida Not For Profit Corporation Act.

11.3 Limitation. No amendment shall be made that is in conflict with the terms of the Declaration.

11.4 Recording and Filing. A copy of each amendment shall be attached to a certificate, executed with the formalities of a deed, certifying that the amendment was duly adopted as an amendment of these Articles. The amendment shall be effective when such certificate and copy of the amendment are filed with the Office of the Secretary of State and recorded among the Official Records of Palm Beach County, Florida.

ARTICLE XII
REGISTERED OFFICE AND REGISTERED AGENT

The name and address of the registered agent of the Association who shall serve until his/her successor is properly appointed by the Board shall be Kaye Bender Rembaum, P.L., 1200 Park Central Boulevard South, Pompano Beach, Florida 33064. The Association shall have the right to designate subsequent registered agents without amending these Articles.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, these Amended and Restated Articles of Incorporation of Gemini Condominium Association, Inc. were executed at Palm Beach County, Florida this 19 day of January, 2021.

Signed, sealed, and delivered
in the presence of:

[Signature]

Print Name: Savi Cohen

[Signature]

Print Name: JOSEPH EMEIGH

ASSOCIATION

GEMINI CONDOMINIUM ASSOCIATION,
INC.

a Florida not for profit corporation

By: [Signature]

Its: President

Print Name: William Fuhs

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

The foregoing Amended and Restated Articles of Incorporation of Gemini Condominium Association, Inc. were acknowledged before me by means of ☒ physical appearance or ☐ online notarization, this 19 day of January, 2021, by William Fuhs, as President of Gemini Condominium Association, Inc., who ☒ is personally known to me or ☐ produced _____ as identification and did not take an oath.

[Signature]
Notary Public, State of Florida



TAMMIE REED
Commission # GG 202218
Expires June 13, 2022
Bonded Thru Budget Notary Services

Tammie Reed
Print Name of Notary Public

My Commission Expires: 6/13/22

ACCEPTANCE BY REGISTERED AGENT

Having been named to accept service of process for GEMINI CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation, at the place designated in these Amended and Restated Articles of Incorporation of Gemini Condominium Association, Inc., the undersigned hereby agrees to act in this capacity and further agrees to comply with the provisions of all statutes relative to the proper and complete discharge of his duties.

Dated this 19th day of January, 2020.

KAYE BENDER REMBAUM, P.L.

By: 

Jeffrey Rembaum, Member
(Registered Agent)