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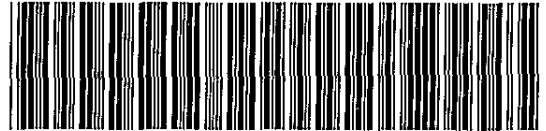
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Condominium Association Inc.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**SECRETARY OF STATE
DIVISION OF CORPORATIONS
ARTICLES OF INCORPORATION
OF**

THE HARBOUR AT JUPITER HILLS CONDOMINIUM ASSOCIATION, INC.
(A Corporation not-for-profit under the laws of the State of Florida)

The undersigned by these Articles of Incorporation hereby associates himself for the purpose of forming a corporation not-for-profit under Chapters 617 and 718, Florida Statutes, and certifies as follows:

**ARTICLE I
NAME AND ADDRESS**

The name of the corporation is THE HARBOUR AT JUPITER HILLS CONDOMINIUM ASSOCIATION, INC., and its mailing address is 712 U. S. Highway One, Suite 300, North Palm Beach, Florida, 33408.

**ARTICLE II
DEFINITIONS**

For convenience, corporation shall be referred to in this instrument as the "Association"; the Declaration of Condominium of THE HARBOUR AT JUPITER HILLS, A Condominium as the "Declaration"; these Articles of Incorporation as the "Articles"; and the Bylaws of the Association as the "Bylaws".

**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 Acts for the operation of THE HARBOUR AT JUPITER HILLS, a Condominium 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.

THIS INSTRUMENT PREPARED BY:

Jane S. Hunston, Esq.
Berrocal & Wilkins, P.A.
801 Maplewood Drive - Suite 22-A
Jupiter, FL 33458

Section 3.2 Powers and Duties.

A. General. For the accomplishment of its purposes, the Association shall have all of 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 these Articles, the Declaration, the Bylaws or the Florida Condominium Act and Florida Corporation Act. Notwithstanding the foregoing provision to the contrary, at no time may the Condominium Documents limit any provision of Chapter 718, Florida Statutes.

B. Powers. The Association shall have all of the powers reasonably necessary to operate the Condominium pursuant to the Declaration and Bylaws as they may hereafter be amended, 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 Association, and to use the funds in the exercise of its powers and duties; and to levy and collect Charges.

2. To protect, maintain, repair, replace and operate the Properties pursuant to the Condominium Documents.

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

4. To make improvements of the Properties, subject to any limitations contained in the Declaration, and to reconstruct improvements after casualty.

5. To make, amend, and enforce reasonable rules and regulations governing the use of the Condominium and Association Property, inclusive of the Units, the operation of the Association, and including the frequency, time, location, notice and manner of the inspection and copying of official records.

6. 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.

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

8. To borrow money without limit as to amount if necessary to perform its other functions hereunder.

9. To purchase Units at foreclosure sales resulting from the Association's foreclosure of its Claim of Lien for unpaid assessments and/or to take title by deed in

lieu of foreclosure.

10. To enter into contracts for the provision of such bulk rate cable television services as the Board shall desire.

11. To provide exterminating services to the Units.

C. 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 if and as required by the Condominium Act and Administrative Rules and shall update it annually.

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, on the condominium or association property, to ensure their availability to Owners and prospective purchasers. 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 for attorneys and accountants services, and any other service 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.

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

Section 3.3 Emergency Powers. The following shall apply to the extent not viewed to be in conflict with the Condominium Act:

A. In anticipation of or during any emergency defined in Section 3.3.E below, the Board of Directors of the Association may:

1. Modify lines of succession to accommodate the incapacity of any Director, officer, employee or agent of the Association; and
2. Relocate the principal office or designate alternative principal offices or authorize the Officers to do so.

B. During any emergency defined in Section 3.3.E below, the Director or Directors in attendance at a meeting shall constitute a quorum.

C. Corporate action taken in good faith during an emergency under this Section 3.3 to further the ordinary affairs of the Association:

1. Binds the Association; and
2. May not be used to impose liability on a Director, Officer, employee, or agent of the Association.

D. An officer, Director, or employee of the Association acting in accordance with any emergency Bylaws is only liable for willful misconduct.

E. An emergency exists for purposes of this section if a quorum of the Association's Directors cannot readily be assembled because of some catastrophic event.

Section 3.4 Condominium Property. All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration, these Articles of Incorporation and the Bylaws.

Section 3.5 Distribution of Income. The Association shall make no distribution of income to its members, directors or officers.

Section 3.6 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the Bylaws.

ARTICLE IV MEMBERSHIP AND VOTING IN THE ASSOCIATION

Section 4.1 Membership. The members of the Association shall be as provided in Section 2.1 of the Bylaws.

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

voting rights shall be as set forth in the Bylaws.

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 in accordance with the relevant provisions specified in the Bylaws. Each Director must be a member of the Association or a spouse of a member. Other provisions regarding qualifications of Directors are contained in the Bylaws.

Section 5.2 Duties and Powers. All of the duties and powers of the Association existing under Chapters 718, 617 and (if applicable) 607, 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 Eviction Removal. Subject to the provisions contained in Section 5.4 next below, Director(s) of the Association shall be elected in the manner determined by and subject to the terms and provisions set forth in the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

Section 5.4 First Board of Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have taken office, as provided in the Bylaws, are as follows:

Peter M. Debs	712 U. S. Highway One, Suite 300 North Palm Beach, FL 33408
---------------	--

Alexander Ellioff	712 U. S. Highway One, Suite 300 North Palm Beach, FL 33408
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Bill Norton	712 U. S. Highway One, Suite 300 North Palm Beach, FL 33408
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ARTICLE VI OFFICERS

Section 6.1 Offices. The affairs of the Association shall be administered by the officers holding the offices designated in the Bylaws.

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

the Bylaws.

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.

Section 6.4 First Officers. The names and addresses of the first officers who shall serve until their successors are designated by the Board of Directors are as follows:

Peter M. Debs	712 U. S. Highway One, Suite 300. North Palm Beach, FL 33408
Alexander Ellioff	712 U. S. Highway One, Suite 300 North Palm Beach, FL 33408
Bill Norton	712 U. S. Highway One, Suite 300 North Palm Beach, FL 33408

ARTICLE VII INDEMNIFICATION

Section 7.1 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 (or 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 and officers shall also be that provided for in Section 617.028, Florida Statutes, as amended from time to time. The right to indemnification shall include the right to counsel fees and costs of defense. In the event of conflict between this Article VII and said statute, the conflict shall be resolved in favor of providing the broadest protection possible to Directors and officers. 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 or officer 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 or officer 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 may be entitled.

ARTICLE VIII BYLAWS

The Bylaws 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 Bylaws; with the vote of the Board alone permitted only if and as permitted in the Bylaws.

ARTICLE IX AMENDMENTS TO THE ARTICLES OF INCORPORATION

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

Section 9.1 Proposal. Amendments to these Articles may be proposed by resolution of the Board of Directors or by written petition signed by the owners of one-fourth (1/4) of the Units.

Section 9.2 Procedure; Notice and Format. Upon any amendment or amendments to these Articles being proposed as provided above, the proposed amendment or amendments shall be submitted to a vote of the members not later than the next annual meeting, unless insufficient time to give proper notice remains before that meeting. The full text of any amendment to the Articles shall be included in the notice of the Owners' meeting of which a proposed amendment is considered by the Owners. New words shall be inserted in the text by underlining and words to be deleted shall be lined through with hyphens; however, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Articles. See provision _____ for present text."

Section 9.3 Vote Required. Except as otherwise provided by Florida law, or by specific provision of the Condominium Documents, these Articles may be amended as follows:

A. Up through a date which is the earlier of the date on which the Developer no longer owns any Units in the Condominium or seven (7) years from the date of recording of this Declaration, by the vote of a majority of the entire Board of Directors and seventy-five percent (75%) of the voting interests of the members of the Association.

B. After the date referred to in Section 9.3.A above, by a vote of a majority of the entire Board of Directors and a majority of the voting interests of all members of the Association.

C. If the amendments were proposed by a written petition signed by the Owners

pursuant to Section 9.1 above, then the concurrence of the Board of Directors shall not be required.

Section 9.4 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 certified by 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. Notwithstanding the foregoing, this Section 9.4 shall not apply to an Amendment to Article XI of these Articles.

Section 9.5 Provisos. Notwithstanding any provision contained in the Condominium Documents to the contrary:

A. No amendment shall operate to unlawfully discriminate against any Unit or class or group of Units.

B. 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.

C. Article XI 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.

D. Developer shall be permitted to unilaterally amend these Articles, without the approval of any Owner and the Association, so long as the Developer controls the Association as provided for in the Condominium act. Thereafter so long as the Developer owns any Unit in the Condominium, no amendment to these Articles which impairs or removes any reservation, right or privilege of the Developer or its designees shall be effective unless the Developer shall join and consent to the amendment.

ARTICLE X TERM

The term of the Association shall be perpetual.

ARTICLE XI REGISTERED AGENT AND REGISTERED OFFICE

The initial Registered Office of this Corporation shall be 712 U. S. Highway One, Suite 300, North Palm Beach, Florida, 33408, with the privilege of having its office and branch office at other places within or without the State of Florida. The initial Registered Agent at that address shall be Peter M. Debs.

IN WITNESS WHEREOF, the Incorporator has affixed his signature this 17th day of January, 2006.

WITNESSES:

- Mike Beyer - Debs / Nicole Beyer - Debs
Suzanne Nuset

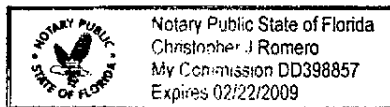
Peter M. Debs
Peter M. Debs, Incorporator

STATE OF FLORIDA)
CR. Miami-Dade) ss.
COUNTY OF ~~PALM BEACH~~)

BEFORE ME, the undersigned authority, personally appeared Peter M. Debs, who is personally known to me or who has produced a Florida driver's license as identification and who, after being duly sworn, acknowledged before me that he executed the foregoing Articles of Incorporation freely and voluntarily for the use and purposes therein expressed.

WITNESS my signature and official seal at 2925 Aventura Blvd Aventura, FL 3318
in the County of Miami-Dade CR, State of Florida, this 17th day of January, 2006.

(Notary Seal)



Christopher J. Romero
Notary Public, State of Florida
Print Name: Christopher Romero
My Commission Expires: 2-22-2009

**SECRETARY OF STATE
DIVISION OF CORPORATIONS
ACCEPTANCE OF REGISTERED AGENT**

Having been named as Registered Agent to accept service of process of THE HARBOUR AT JUPITER HILLS CONDOMINIUM ASSOCIATION, INC., at the place designated in these Articles, I, the undersigned, agree to act in such capacity, and I further agree to comply with the provisions of all Statutes relating to the proper and complete performance of my duties.

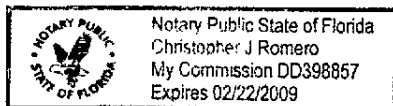
DATED THIS 17th day of January, 2006.

(SEAL)

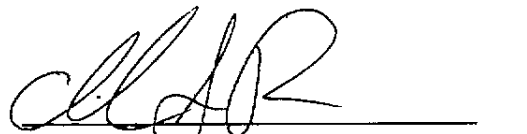

Peter M. Debs, Registered Agent

STATE OF FLORIDA)
) ss.
COUNTY OF ~~PALM BEACH~~ *CR*
 Miami-Dade

The foregoing instrument was acknowledged before me this 17th day of January, 2006, by Peter M. Debs, who is personally known to me or who has produced a driver's license as identification and who did not take an oath.



[SEAL]


Notary Public, State of Florida
Print Name: Christopher Romero
My Commission Expires: 2-22-09

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