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FLORIDA PROFIT/NON PROFIT CORPORATION  
CRESSWIND AT VERANO ASSOCIATION, INC.

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**ARTICLES OF INCORPORATION**  
**OF**  
**CRESSWIND AT VERANO ASSOCIATION, INC.**  
**(A FLORIDA CORPORATION NOT-FOR-PROFIT)**

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SECRETARY OF STATE  
TALLAHASSEE FLORIDA

**ARTICLES OF INCORPORATION  
OF  
CRESSWIND AT VERANO ASSOCIATION, INC.  
(A FLORIDA CORPORATION NOT-FOR-PROFIT)**

In compliance with the requirements of the laws of the State of Florida, and for the purpose of forming a corporation not-for-profit, the undersigned does hereby acknowledge:

1. Name of Corporation. The name of the corporation is Cresswind at Verano Association, Inc. ("Association").

2. Principal Office. The initial principal office of the Association is located at 701 S. Olive Avenue, Suite 104, West Palm Beach, Florida 33401.

3. Registered Office - Registered Agent. The street address of the Registered Office of the Association is 1201 Hays Street, Tallahassee, Florida 32301. The name of the registered agent of the Association is Corporation Service Company.

4. Definitions. A declaration entitled Declaration of Covenants, Easements and Restrictions for Cresswind Village (as amended and amended and restated from time to time) for Cresswind Village (the "Declaration") has been or will be recorded in the Public Records of St. Lucie County, Florida, and shall govern all of the operations of a community to be known as Cresswind Village. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration. The Association is subject to all of the terms, conditions and restrictions of that certain "Master Declaration" as defined in the Declaration, and the Association is a member of the "Master Association" as also defined in the Declaration.

5. Purpose of the Association. The purposes for which the Association is organized are to operate and manage the affairs and property of the Association, to perform all acts provided in the Declaration, and applicable Florida laws, and administer the interests of the Association and the Owners. The Association is not organized for profit and no part of the net earnings, if any, shall inure to the benefit of any Member or any individual person, firm or corporation.

6. Powers of the Association. The Association shall, subject to the limitations and reservations set forth in applicable law and the Declaration, have all powers, privileges and duties allowed by law and/or which are reasonably necessary to discharge its obligations, including without limitation the following:

6.1 To perform all the duties and obligations of the Association as set forth in the Declaration, these Articles of Incorporation and the By-Laws.

6.2 To enforce, by legal action or otherwise, the provisions of the Declaration, these Articles of Incorporation, the By-Laws and the rules, covenants, conditions, restrictions, regulations, and/or agreements governing or binding the Association.

6.3 To operate and maintain the Surface Water Management System as required by the Permit and Declaration, including the lake and mitigation areas, if applicable.

6.4 To fix, levy, collect and enforce payment by any lawful means, of all Assessments payable pursuant to the terms of the Declaration, these Articles of Incorporation and the By-Laws.

6.5 To operate and maintain any Common Areas.

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6.6 To pay all Operating Costs, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the Common Areas or other property of the Association.

6.7 To acquire (by gift, purchase or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including the Common Areas) in connection with the functions of the Association except as limited by the Declaration.

6.8 To borrow money, and to mortgage, pledge or hypothecate any or all of its real or personal property as security for money or debts incurred.

6.9 To dedicate, grant, license, lease, create easements upon, sell or transfer all or any part of the Common Areas to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines, subject only to requirements set forth in the Declaration, if any.

6.10 To participate in mergers and consolidations with other non-profit corporations organized for the same purpose.

6.11 To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing the Association, Cresswind Village, the Common Areas and Lots and Units as provided in the Declaration, and to effectuate all of the purposes for which the Association is organized.

6.12 To have and to exercise any and all powers, rights, and privileges which a not-for-profit corporation organized under the laws of the State of Florida that, as a homeowners' association, operates a community may now, or hereafter, have or exercise, including all powers under Chapters 617 and 720, Florida Statutes.

6.13 To employ personnel and retain independent contractors to contract for management of the Association, Cresswind Village, and the Common Areas as provided in the Declaration and to delegate in such contract all or any part of the powers and duties of Association.

6.14 To contract for services to be provided to, or for the benefit of, the Association, Owners, the Common Areas, and Cresswind Village as provided in the Declaration, including, without limitation, Telecommunications Services, maintenance, garbage pick-up, and utility services. The foregoing rights shall not be deemed to impose any obligation on the Association to provide such services. Neither the Board of Directors of the Association nor any manager or management company hired or retained by the Board shall approve any contract with a contingency payment or payment provisions without the approval of the Members.

6.15 To establish committees and delegate certain of its functions to those committees.

6.16 To contract with a District (as defined in the Master Declaration), its successors and/or assigns.

6.17 To enter into agreements and/or contracts with the Master Association, including, without limitation, delegation agreements under which the Association shall perform certain maintenance, management and/or other agreed-upon services.

6.18 To vote on all matters that require a member vote pursuant to the terms of the Master Declaration.

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6.19 To collect all "Installment Assessments," as defined in the Master Declaration, and remit same to the Master Association in accordance with the terms of the Master Declaration.

The Board may employ for the Association a professional management agent or agents at a compensation established by the Board to perform such duties and services stated in these Articles of Incorporation as the Board shall authorize.

7. Association Lawsuits. The Board shall have no duty to bring suit against any party, and the Board is permitted to apply a rule of reasonableness when determining whether to bring suit against any party.

8. Members. The Members of the Association shall consist of Declarant (for as long as it owns a Lot or Unit in Cresswind Village) and the record property Owners of all of the Lots and Units in Cresswind Village, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member. Membership shall be established effective immediately upon becoming an Owner, provided, however, that such new Member's rights shall not become effective until the new Member presents the Association with a recorded copy of the deed of conveyance or other muniment of title conveying the title to the Unit so conveyed, and such membership shall pass with title to the Lot or Unit in question as an appurtenance thereto with no such membership or rights arising therefrom being transferable in any manner except as an appurtenance to such Lot or Unit. Each and every Member shall be entitled to the benefits of membership and shall be bound to abide by the provisions of these Articles of Incorporation, the Declaration and the By-Laws of the Association, as amended from time to time.

9. Classes of Members; Voting and Assessments.

9.1 The Association shall have two (2) classes of membership (Class A and Class B) as follows:

(a) Class A Members shall be all those Owners as defined in Section 8 hereof with the exception of Declarant. Prior to Turnover (as defined in the By-Laws), Class A Members shall have no voting rights, unless otherwise set forth in the Declaration or the Board of Directors requests the vote of the Members on any action. After Turnover, Class A Members shall be entitled to one (1) vote for each Lot or Unit owned in which they hold the interests required for membership by Section 8 hereof. Two Lots may be combined to form one (1) Unit in accordance with the terms of the Declaration, in which event the Owner shall have a total of only one (1) vote for such Lot or Unit. When more than one person holds such interest or interests in any Lot or Unit, all of such persons shall be Members, and the vote for such Unit shall be exercised as they among themselves determine, but, in no event shall more than one vote be cast with respect to any such Lot or Unit.

(b) Declarant shall be the only Class B Member. Declarant, as the Class B Member, shall be entitled to one (1) vote for each Lot or Unit which Declarant owns in Cresswind Village. The Class B Membership shall cease and terminate when Declarant ceases to own any Lot or Unit in Cresswind Village. Prior to Turnover, Declarant shall have the right to control the Association as provided in the Declaration. After Turnover, Declarant shall have the right to vote on any matter submitted to a vote of the Class A Members by the Board of Directors and on any other matter specifically set forth in these Articles of Incorporation, the Declaration or the By-Laws.

9.2 The By-Laws of the Association shall provide for an annual meeting of Members and may make provisions for regular and special meetings of Members other than the annual meeting. Unless a greater or lesser vote is specifically required according to these Articles of Incorporation or the Declaration, the affirmative vote of at least a majority of the votes entitled to be cast of the Members

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present or represented at any meeting of the Members duly called at which a quorum has been attained, shall be binding upon the Members. Prior to Turnover, a quorum shall be established by Declarant's presence, in person or by proxy at any meeting. After Turnover, a quorum for the transaction of business at any meeting of Members shall exist if thirty percent (30%) of the total number of votes entitled to be cast by the Members shall be present or represented at the meeting. Fractional voting is prohibited. There shall be no cumulative voting.

9.3 After Turnover, the Members shall be entitled to vote on the following matters: (i) any amendment to these Articles of Incorporation, in accordance with these Articles of Incorporation; (ii) the election of directors, in accordance with these Articles of Incorporation; (iii) the dissolution and liquidation of the Association, in accordance with these Articles of Incorporation; (iv) the amendment of the Declaration, where such amendment requires the consent of the Members pursuant to the terms of the Declaration; (v) the decision to commence or prosecute a judicial or administrative proceeding by the Association pursuant to the terms of the Declaration; and (vi) any other matter the Board of Directors elects to submit to a vote of the Members.

9.4 The Association will obtain funds with which to operate by assessment of its Members in accordance with the provisions of the Declaration.

#### 10. Board of Directors.

10.1 The affairs of the Association shall be managed and conducted by a Board of Directors consisting of not less than three (3) members. The number of directors may be increased or decreased from time to time as the Board of Directors may determine; however, the number of directors shall not be less than three (3). Prior to Turnover, Directors need not be Members of the Association and need not be residents of Cresswind Village; thereafter, Directors shall be Members of the Association (except for any Director who is appointed by Declarant).

10.2 Prior to Turnover, all Directors shall be appointed by Declarant and Declarant shall have the right to remove any Director, with or without cause. Any Director appointed by Declarant shall serve at the pleasure of Declarant. Prior to Turnover, all vacancies in the Board of Directors shall be filled by a majority vote of the remaining Directors.

10.3 After Turnover, Directors shall be elected by the Members of the Association at the annual meeting of the membership as provided in the By-Laws of the Association, and the By-Laws may provide for the method of voting in the election of Directors. Election shall be by majority vote of the votes entitled to be cast by the Members at any meeting where a quorum is present or represented. Notwithstanding anything to the contrary herein, at any time that Declarant owns at least five percent (5%) of the Lots in Cresswind Village, Declarant shall have the right to appoint one Director. Directors elected by the Members shall hold office until the next succeeding annual meeting of Members, and thereafter until qualified successors are duly elected and have taken office. After Turnover, all vacancies shall be filled by a majority vote of the remaining Directors; provided, however, that if the Director appointed by Declarant is removed or resigns from office, Declarant shall have the right to fill the vacancy created by the removal or resignation of such Director if Declarant has the right to appoint one Director at such time.

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10.4 The names and addresses of the current members of the Board, who shall hold office until their successors are appointed or elected or otherwise removed, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Mark Thomas	701 S. Olive Avenue Suite 104 West Palm Beach, FL 33401
John Csapo	701 S. Olive Avenue Suite 104 West Palm Beach, FL 33401
Robert Fromm	701 S. Olive Avenue Suite 104 West Palm Beach, FL 33401

11. Dissolution.

11.1 Upon dissolution of the Association, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner and order:

(a) Real property contributed to the Association without the receipt of other than nominal consideration by Declarant (or its successors in interest) shall be returned to Declarant (whether or not a Member at the time of such dissolution) unless it refuses to accept the conveyance (in whole or in part);

(b) Dedication to applicable municipal or other governmental authority of such property (whether real, personal or mixed) as determined by the Board of Directors of the Association to be appropriate for dedication and which the authority is willing to accept; and

(c) The remaining assets shall be distributed among the Members, as tenants in common, each Member's share of the assets to be determined in accordance with his or her voting rights.

11.2 Prior to Turnover, the dissolution may be authorized by the Board of Directors, by a majority vote of the Directors then in office. After Turnover, the Board of Directors must adopt a resolution recommending that the Association be dissolved and directing that the question of such dissolution be submitted to a vote at a meeting of the Members entitled to vote thereon (unless the Board of Directors determines that because of a conflict of interest or other substantial reason it should not make any recommendation). Written notice stating the purpose, or one of the purposes, of such meeting is to consider the advisability of dissolving the Association must be given to each Member entitled to vote at such meeting in accordance with the terms of these Articles of Incorporation. A resolution to dissolve the Association shall be adopted by receiving at least two-thirds (2/3) of the votes that Members present or represented at such meeting are entitled to cast.

12. Duration. The Association's existence shall be perpetual.

13. Amendment(s).

13.1 General Restrictions on Amendment(s). Notwithstanding any other provision herein to

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the contrary, no amendment to these Articles of Incorporation shall affect the rights of Declarant and/or Club Owner unless such amendment receives the prior written consent of Declarant which consent may be withheld for any reason whatsoever. No amendment shall be effective until it is recorded in the Public Records.

13.2 Amendment(s) Prior to the Turnover. Prior to the Turnover, Declarant shall have the right to amend these Articles of Incorporation as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Declarant's right to amend under this Section is to be construed as broadly as possible. In the event that Association shall desire to amend these Articles of Incorporation prior to Turnover, the Association must first obtain Declarant's prior written consent to any proposed amendment. After receiving Declarant's written consent to the proposed amendment, an amendment identical to that approved by Declarant may be adopted by the Association pursuant to the requirements for amendment after Turnover. After approval of the amendment by the Board, Declarant shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

13.3 Amendment(s) After Turnover. After Turnover, these Articles of Incorporation shall be amended, subject to the general restrictions of amendments set forth above, with(i) the approval of two-thirds percent (66-2/3%) of the Board and (ii) seventy-five percent (75%) of the votes present (in person and by proxy) at a duly called meeting of the Members in which there is a quorum. Notwithstanding the foregoing, these Articles of Incorporation may be amended after Turnover by a two-thirds percent (66-2/3%) of the Board acting alone to change the number of directors on the Board. Such change shall not require the approval of the Members. Any change in the number of directors shall not take effect until the next Annual Members Meeting.

14. Limitations.

14.1 Declaration is Paramount. No amendment may be made to these Articles of Incorporation which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

14.2 Rights of Declarant. There shall be no amendment to these Articles of Incorporation which shall abridge, reduce, amend, affect or modify the rights of Declarant and/or Club Owner.

14.3 By-Laws. These Articles of Incorporation shall not be amended in a manner that conflicts with the By-Laws adopted by the Association.

15. Incorporator. The name and address of the incorporator of this corporation is:

John Csapo  
701 S. Olive Avenue  
Suite 104  
West Palm Beach, FL 33401

16. Officers. The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine. The names and addresses of the current officers who shall serve until their successors are elected by the Board are as follows:

John Csapo - President  
Robert Fromm - Vice President/Secretary  
Mark Thomas - Treasurer



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17. Indemnification of Officers and Directors. Provided the person proposed to be indemnified satisfies the requisite standard of conduct for permissive indemnification by a corporation not for profit as set forth in the applicable provisions of the Florida Not For Profit Corporation Act, as the same may be amended from time to time, the Association shall indemnify its Officers and Directors, and may indemnify its employees and agents, to the fullest extent permitted by the provisions of such law, as the same may be amended and supplemented, from and against any and all of the expenses or liabilities incurred in defending a civil, criminal, administrative or investigative action, suit or proceeding (other than in an action, suit or proceeding brought by the Association upon authorization of the Board of Directors and Members) or other matters referred to in or covered by such provisions, including advancement of expenses prior to the final disposition of such proceedings and amounts paid in settlement of such proceedings, both as to actions in their official capacities and as to actions in any other capacity while an Officer, Director, employee or other agent. Expenses (including attorneys' fees) incurred by an Officer or Director in defending any civil, criminal, administrative or investigative action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such Director or Officer to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Association as authorized in this Section. Such expenses (including attorneys' fees) incurred by other employees and agents shall also be so paid upon such terms and conditions, if any, as the Board of Directors deems appropriate. The indemnification and advancement of expenses provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any By-Law, agreement, vote of Members or Directors or otherwise, both as to actions in their official capacity and as to actions in another capacity while holding such office. Such indemnification shall continue as to a person who has ceased to be a Director, Officer, employee or agent, and shall inure to the benefit of the heirs and personal and other legal representatives of such a person. Except as otherwise provided above, an adjudication of liability shall not affect the right to indemnification for those indemnified. This Section shall apply only to persons for whom the Association is authorized to provide indemnification under applicable law.

18. Transactions in Which Directors or Officers are Interested Parties. No contract or transaction between the Association and any one (1) or more of its Directors and/or Officers or Declarant, or between the Association and any other corporation, partnership, association or other organization in which one (1) or more of its Officers and/or Directors is an officer, director, or employee, or is otherwise affiliated or holds an interest in such entity (whether or not legally recognized), shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board thereof which authorized the contract or transaction, or solely because said Officer's or Director's vote is counted for such purpose. No Director or Officer shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors or Officers shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board which authorizes the contract or transaction. Notwithstanding anything to the contrary in this Section 17, no such contract or transaction shall violate Section 720.303(12), Florida Statutes, which, among other things, prohibits the direct receipt by any director, officer or committee member of any homeowners' association of any salary or other compensation for the performance of his or her duties as a director, officer or committee member.

19. Severability. Invalidation of any of the provisions of these Articles of Incorporation by judgment or court order shall in no way affect any other provision, and the remainder of these Articles of Incorporation shall thereafter remain in full force and effect.

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**IN WITNESS WHEREOF**, the Incorporator has executed these Articles of Incorporation as of the 5<sup>th</sup> day of September, 2017.

/s/ John Csapo

\_\_\_\_\_  
John Csapo, Incorporator

IN COMPLIANCE WITH SECTION 617.0501, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED:

CRESSWIND VILLAGE ASSOCIATION, INC., DESIRING TO ORGANIZE UNDER THE LAWS OF THE STATE OF FLORIDA HAS NAMED CORPORATION SERVICE COMPANY, WHOSE ADDRESS IS 1201 HAYS STREET, TALLAHASSEE, FLORIDA 32301, AS ITS REGISTERED AGENT TO ACCEPT SERVICE OF PROCESS WITHIN THE STATE OF FLORIDA. SAID REGISTERED AGENT'S ADDRESS IS THE CORPORATION'S REGISTERED OFFICE.

CRESSWIND VILLAGE ASSOCIATION, INC.

/s/ John Csapo

By: \_\_\_\_\_  
John Csapo, President

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE NAMED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.

Registered Agent:

CORPORATION SERVICE COMPANY

/s/ Emily Croft

By: \_\_\_\_\_  
Emily Croft  
Assistant Vice President

Dated: September 5, 2017

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