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FLORIDA PROFIT/NON PROFIT CORPORATION
THE POINTE AT KENDALL TOWN CENTER OWNERS
ASSOCIATION

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**ARTICLES OF INCORPORATION
OF
THE POINTE AT KENDALL TOWN CENTER
OWNERS ASSOCIATION, INC.
(A Florida Corporation Not For Profit)**

In order to form a corporation not for profit under and in accordance with the provisions of Chapter 617 of the Florida Statutes, I, the undersigned, hereby incorporate this corporation not for profit for the purposes and with the powers hereinafter set forth, and to that end, I do, by these Articles of Incorporation, certify as follows:

**ARTICLE I
DEFINITIONS**

Capitalized terms used and not otherwise defined in these Articles shall have the meanings ascribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for The Pointe At Kendall Town Center ("**Declaration**") to be recorded in the Public Records of Miami-Dade County, Florida.

**ARTICLE II
NAME**

The name of this corporation shall be THE POINTE AT KENDALL TOWN CENTER OWNERS ASSOCIATION, INC., a Florida not for profit corporation. For convenience, the corporation shall be herein referred to as the Association, whose present address is 2021 East Commercial Boulevard, Suite 207, Fort Lauderdale, Florida 33308.

**ARTICLE III
PURPOSE**

The purpose for which the Association is organized is to take title to, operate, administer, and maintain the Common Areas in accordance with the terms, provisions, and conditions contained in the Declaration and to carry out the covenants and enforce the provisions of the Declaration and Reciprocal Easement, as defined in the Declaration (collectively, the "**Governing Documents**").

**ARTICLE IV
POWERS**

The powers of the Association shall include and be governed by the following provisions:

A. The Association shall have all of the common law and statutory powers of a corporation not for profit, which are not in conflict with the terms of the Declaration or Bylaws.

B. The Association shall have all of the powers granted to the Association in these Articles, the Bylaws of the Association and the Declaration.

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

1. To perform any act required or contemplated by it under the Governing Documents;

2. To make, establish, amend, abolish (in whole or in part), and enforce reasonable rules and regulations governing the use of the Property or any portions thereof;

3. To make, levy, and collect Assessments for the purpose of obtaining funds from Building Owners to pay Association Expenses and other costs defined in the Declaration and costs of collection and to use and expend the proceeds of such Assessments in the exercise of the powers and duties of the Association;

4. To maintain, repair, and replace the Common Areas in accordance with the Governing Documents;

5. To enforce by legal means the provisions of the Governing Documents;

6. To employ personnel, retain independent contractors and professional personnel, and enter into service and management contracts to provide for the maintenance, operation, management, and administration of the Common Areas 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 Areas and to delegate to such professional manager certain powers and duties of the Association;

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

8. 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 things listed above or to carry out the Association mandate to keep and maintain the Common Areas in a proper and aesthetically pleasing condition.

9. Notwithstanding anything contained herein to the contrary, the Association shall be required to obtain the approval of three fourths (3/4) of all Owners (at a duly called meeting of the Owners at which a quorum is present) prior to the engagement of legal counsel by the Association for the purpose of suing, or making, preparing, or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

(a) the collection of Assessments;

(b) the collection of other charges which Building Owners are obligated to pay pursuant to the Governing Documents;

(c) the enforcement of any applicable use and occupancy restrictions contained in the Governing Documents;

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(d) dealing with an emergency when waiting to obtain the approval of the Owners creates a substantial risk of irreparable injury to the Common Areas or to Owner(s); or

(e) filing a compulsory counterclaim.

ARTICLE V OWNERS AND VOTING

The qualification of Owners of the Association, the manner of their admission to membership, the manner of the termination of such membership, and the manner of voting by Owners shall be as set forth in the Bylaws.

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 owners' association or a public agency having a similar purpose, or any Member may petition the applicable 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 as follows: Steven R. Parson, Esq., Shutts & Bowen LLP, 525 Okeechobee Boulevard, Suite 1100, West Palm Beach, FL 33401.

ARTICLE VIII OFFICERS

A. The affairs of the Association shall be managed by the President of the Association, assisted by one or more of the Vice President(s), the Secretary, and the Treasurer, subject to the directions of the Board.

B. The Board shall elect the President, Secretary, and Treasurer and as many Vice Presidents as the Board shall, from time to time, determine. The President shall be elected from amongst the Directors, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, the offices of President and a Vice President shall not be held by the same person, nor shall the offices of President and Secretary be held by the same person.

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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	Richard D. Gertz, Jr.
Secretary/Treasurer	Mark DiCarolis

ARTICLE X
BOARD OF DIRECTORS

A. There shall be three (3) members on the first Board ("**First Board**") who are to serve until the Declarant owns less than twenty-five percent (25%) of the Lots based upon the aggregate Buildable Gross Square Feet of all Lots within the Property (the "**Transfer Date**"). The number of members of the Board subsequent to the First Board shall be determined by the Board from time to time, but shall not be less than three (3) Directors. Except for Declarant appointed Directors, Directors must be selected from amongst the Owners.

B. The names and street addresses of the persons who are to serve as the First Board are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Mark DiCarolis	2021 East Commercial Boulevard Suite 207 Fort Lauderdale, FL 33308
Marc Stanley	2021 East Commercial Boulevard Suite 207 Fort Lauderdale, FL 33308
Gene Newman	2021 East Commercial Boulevard Suite 207 Fort Lauderdale, FL 33308

Declarant reserves the right to remove members of the First Board and to appoint replacements in the event a vacancy is created on the First Board.

C. The First Board shall be the Board of the Association until the Transfer Date. Upon the Transfer Date, Declarant shall cause all of the members of the First Board to resign, whereupon the Owners shall elect Directors. Notwithstanding the resignation of the First Board upon the Transfer Date as provided herein, so long as Declarant continues to own any interest within the Property, Declarant shall be entitled (but not required) to appoint one (1) Director. After the Transfer Date, the Board so selected pursuant to this Paragraph C (including the one Director selected by Declarant, if any) shall serve a term of one year and until the annual meeting of Owners following the expiration of the one-year term whereupon a new Board shall be elected

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in the manner provided herein and as set forth in the Bylaws. Vacancies on the Board shall be filled in accordance with the Bylaws.

ARTICLE XI INDEMNIFICATION AND LIMITED LIABILITY

A. Every Director and every officer of the Association shall be indemnified by the Association against all costs, expenses, and liabilities, including legal fees reasonably incurred by or imposed upon by him or her in connection with any proceeding, litigation, or settlement in which he or she may be a party, or in which he or she may become involved, by reason of his or her being or having been a Director or officer of the Association, whether or not he or she is a Director or officer at the time such cost, expense, or liability is incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided that, in the event of a settlement, the indemnification herein shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of any and all rights to which such Director or officer may be entitled by common or statutory law.

B. The Association, the Board of Directors, Declarant, and any member, agent, or employee of any of the same, shall not be liable to any person for any action or for any failure to act, except to the extent such action or failure to act is found by a court of competent jurisdiction in a non-appealable judgment to have been the result of willful misconduct or gross misconduct.

ARTICLE XII BYLAWS

The Bylaws of the Association shall be adopted by the First Board and thereafter may be altered, amended, or rescinded as set forth therein. 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

A. These Articles may be amended only as follows:

1. (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 Owners, which may either be the Annual Owners' 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 Owner within the time and in the manner provided in the Bylaws for the giving of notice of meetings of Owners.

(c) At such meeting, a vote of the Owners shall be taken on the proposed amendment(s). The proposed amendment(s) shall be adopted upon receiving: (i) the

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affirmative vote of the Owners entitled to cast three fourths (3/4) of the votes of the Owners; and (ii) the affirmative vote of a majority of the members of the Board.

2. An amendment may be adopted by a written statement (in lieu of a meeting) signed by all Owners and all members of the Board setting forth their intention that an amendment to the Articles be adopted.

B. No amendment may be made to the Articles which shall in any manner reduce, amend, affect, or modify the terms, conditions, provisions, rights, and obligations set forth in the Declaration or any amendments or supplements thereto.


C. A copy of each amendment shall be filed with and certified by the Secretary of State of the State of Florida. After the Declaration is recorded, a certified copy of each amendment or the Articles as restated to include such amendment shall be recorded amongst the Public Records of the County.

D. Notwithstanding the foregoing provisions of this Article XIII, there shall be no amendment to these Articles which shall abridge, amend, or alter the rights of: (i) Declarant, including the right to designate and select members of the Board as provided in Article X hereof, without the prior written consent thereto by Declarant; or (ii) any Institutional Lender (as defined in the Declaration) without the prior written consent of such Institutional Lender.

ARTICLE XIV REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 200 South Biscayne Blvd., Suite 4100, Miami, FL 33131 and the initial registered agent for the Association at that address shall be Corporation Company of Miami.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature, this 2nd day of October, 2017.

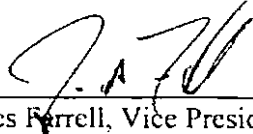

Steven R. Parson, Esq.

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The undersigned hereby accepts the designation of Registered Agent of The Pointe At Kendall Town Center Owners Association, Inc. as set forth in Article XIV of these Articles of Incorporation and acknowledges that he is familiar with, and accepts the obligations imposed upon registered agents under, Florida Statutes, Chapter 617.

CORPORATION COMPANY OF MIAMI, a Florida
corporation

By: 
James Ferrell, Vice President, Registered Agent

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