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**FLORIDA PROFIT/NON PROFIT CORPORATION**

**Water Tower Commons Master Association, Inc.**

Certificate of Status	0
Certified Copy	1
Page Count	13
Estimated Charge	\$78.75

2018 OCT 24 PM 5:00  
SECRETARY OF STATE  
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**ARTICLES OF INCORPORATION  
FOR  
WATER TOWER COMMONS MASTER ASSOCIATION, INC.**

The undersigned Incorporator, for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, hereby adopts the following Articles of Incorporation:

**ARTICLE 1  
NAME**

The name of the corporation shall be **WATER TOWER COMMONS MASTER ASSOCIATION, INC.** For convenience, the corporation shall be referred to in this instrument as the "Master Association", these Articles of Incorporation as the "Articles", and the By-Laws of the Master Association as the "By-Laws".

**ARTICLE 2  
OFFICE**

The principal office and mailing address of the Master Association shall be at 7700 Congress Avenue, Suite 2204, Boca Raton, Florida 33487, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Master Association shall be kept at its principal office or at such other place as may be permitted by Chapter 720, Florida Statutes ("Act").

**ARTICLE 3  
PURPOSE**

The objects and purposes of the Master Association are those objects and purposes as are authorized by the **Master Declaration of Covenants, Restrictions and Easements for Water Tower Commons**, recorded (or to be recorded) in the Public Records of Palm Beach County Florida, as hereafter amended and/or supplemented from time to time (the "Declaration" or "Master Declaration"). All of the definitions set forth in the Master Declaration are hereby incorporated herein by this reference. The further objects and purposes of the Master Association are to preserve the values and amenities in The Properties and to maintain the Common Areas thereof for the benefit of the Owners who become Members of the Master Association.

**ARTICLE 4  
DEFINITIONS**

The terms used in these Articles shall have the same definitions and meanings as those set forth in the Master Declaration, unless herein provided to the contrary, or unless the context otherwise requires.

## ARTICLE 5 POWERS

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

5.1 General. The Master Association shall have all of the common-law and statutory powers of a corporation not for profit under the laws of Florida, except as expressly limited or restricted by applicable law, the terms of these Articles, the Master Declaration or the By-Laws.

5.2 Enumeration. In addition to the powers set forth in Section 5.1 above, the Master Association shall have all of the powers and duties set forth in the Master Declaration and all of the powers and duties reasonably necessary to manage and operate The Properties pursuant to the Master Declaration and as more particularly described in the By-Laws, as they may be amended from time to time, including, but not limited to, the following:

(a) To make and collect Assessments and other charges against members as Owners (whether or not such sums are due and payable to the Master Association), and to use the proceeds thereof in the exercise of its powers and duties.

(b) To buy, accept, own, operate, lease, sell, hold, improve, build upon, operate, maintain, acquire, trade, mortgage, assign, dedicate and convey (by absolute conveyance, easement, or otherwise) for both real and personal property (including Common Areas) in accordance with the provisions of the Master Declaration.

(c) To maintain, repair, replace, reconstruct, add to, manage and operate the Common Areas and other property acquired or leased by the Master Association, in accordance with the provisions of the Master Declaration.

(d) To purchase insurance upon the Common Areas and insurance for the protection of the Master Association, its officers, directors and Owners.

(e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of The Properties and for the health, comfort, safety and welfare of the Owners.

(f) To enforce by legal means the provisions of the Master Declaration, these Articles, the By-Laws, the rules and regulations for the use of the Common Areas, and applicable law.

(g) To contract for the management and maintenance of the Common Areas and to authorize a management agent (which may be an affiliate of the Declarant) to assist the Master Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Areas with such funds as shall be made available by the Master Association for such purposes. The Master Association and its officers shall, however, retain at all times the powers and duties to make Assessments, promulgate rules and execute contracts on behalf of the Master Association.

(h) To retain a manager and/or employ (or cause to be employed) personnel to perform the services required for the proper operation of the Common Areas.

(i) To (i) operate and maintain any portion of the surface water management system (regardless of where located within The Properties) serving the Common Areas and/or more than one Parcel in accordance with the permit issued by the South Florida Water Management District (the "District" or "SFWMD") and (ii) maintain copies of all permitting actions with regard to the SFWMD.

(j) To assume all of Declarant's and its affiliates' responsibilities to the State of Florida, the County, the Town, and its and their governmental and quasi-governmental subdivisions and similar entities of any kind with respect to the Common Areas (including, without limitation, any and all obligations imposed by any permits or approvals issued by the Town or County, as same may be amended, modified or interpreted from time to time) and indemnify and hold Declarant and its affiliates harmless with respect thereto in the event of the Master Association's failure to fulfill those responsibilities.

(k) To execute all documents or consents, on behalf of all Owners (and their mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unities of title, covenants in-lieu thereof, etc.), and in that regard, each Owner, by acceptance of the deed to such Owner's Unit, and each mortgagee of a Unit Owner by acceptance of a lien on said Unit, appoints and designates the President of the Master Association as such Owner's and mortgagee's agent and attorney-in-fact to execute any and all such documents or consents.

(l) To perform all of the duties and obligations of the Master Association set forth in the Master Declaration and the By-Laws, including, but not limited to, collecting assessments, other expenses and the like, pursuant to the Master Declaration.

(m) To establish committees and delegate certain of its functions to those committees, including but not limited to appointing members to the Architectural Control Committee or delegating duties to a Neighborhood Manager.

5.3. Master Association Property. All funds and the title to all properties acquired by the Master Association and their proceeds shall be held for the benefit and use of the Members in accordance with the provisions of the Master Declaration, these Articles and the By-Laws.

5.4. Distribution of Income; Dissolution. The Master Association shall not pay a dividend to its Members and shall make no distribution of income to its Members, directors or officers, and upon dissolution, all assets of the Master Association shall be transferred only to another non-profit corporation or a public agency or as otherwise authorized by the Florida Not For Profit Corporation Act (Chapter 617, Florida Statutes).

5.5. Limitation. Notwithstanding anything contained in the Master Declaration, the By-Laws or these Articles to the contrary, before commencing litigation against any party in the name of the Master Association involving amounts in controversy in excess of One Hundred Thousand and No/100 Dollars

(\$100,000.00), the Master Association must obtain the affirmative approval of a majority of the voting interests at a meeting of the membership at which a quorum has been attained. The powers of the Master Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Master Declaration, the By-Laws and applicable law, provided that in the event of conflict, the provisions of applicable law shall control over those of the Master Declaration and By-Laws.

## ARTICLE 6 MEMBERS

6.1 Membership. The Members of the Master Association shall consist of the Declarant and all persons or entities who are, from time to time, the record Owner of a fee interest in any Parcel, provided, however, that as to any Condominium Parcel or where there is an association administering the Parcel, the Neighborhood Manager or its Voting Member shall be the only Member of such Parcel. Notwithstanding anything else to the contrary, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member of the Master Association.

6.2 Assignment. The share of a Member in the funds and assets of the Master Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Parcel for which that share is held.

6.3 Voting. The Master Association shall have two (2) classes of voting membership:

Class A Members shall be all those Owners, as defined in Section 6.1, with the exception of the "Declarant" (as long as the Class B Membership shall exist, and thereafter, the Declarant shall be a Class A Member to the extent it would otherwise qualify). In no event shall the total number of Class A Member votes exceed 100.

As to any Retail/Commercial Parcels, the number of votes (including fractional votes) attributable to each Retail/Commercial Parcel is based upon the percentage of the Parcel's total gross acreage, in comparison to the aggregate total gross acreage of The Properties.

The aggregate votes attributable to all of the Residential Parcels shall equal the total Class A Member votes minus the number of votes attributable to the Retail/Commercial Parcels (as set forth above). The aggregate votes attributable to all of the Residential Parcels shall be apportioned to each Residential Parcel based upon the Residential Parcel's number of Units (based on the maximum number of Units approved for such Parcel as reflected in such Parcel's site plan), in comparison to the aggregate number of Units then governed by the Declaration (based on the maximum number of Units approved for all Residential Parcels as reflected in the respective site plans for such Residential Parcels).

For illustrative purposes only, if there is a two (2) acre Retail/Commercial Parcel on The Properties and the total aggregate acreage of The Properties is twenty (20) acres, then the Retail/Commercial Parcel shall be entitled to ten percent (10%) of the total Class A Member votes (which is ten (10) votes) and the Residential Parcels shall be entitled to ninety percent (90%) of the remaining Class A Member votes. In furtherance of the foregoing example, if there are two Residential Parcels, and Residential Parcel #1 contains

one hundred (100) Units and Residential Parcel #2 contains three hundred (300) Units, then Residential Parcel #1 would be entitled to twenty-five percent (25%) of the votes attributable to the Residential Parcels (and Residential Parcel #2 would be entitled to seventy-five percent (75%) of the votes attributable to the Residential Parcels), which would equal twenty-two and 5/10 (22.5) votes for Residential Parcel #1 (with the Retail/Commercial Parcel having ten (10) votes and the Residential Parcel #2 having sixty-seven and 5/10 (67.5) votes).

Class B Member. The Class B Member shall be the Declarant, or a representative thereof, who shall have and cast one (1) vote in all Master Association matters, plus two (2) votes which may be cast at any time and from time to time for each vote by the Class A Members. For example, if the Class A Members have one hundred (100) votes, the Class B Member shall be entitled to two hundred and one (201) votes. Such Class B Member may be removed and replaced by the Declarant in its sole discretion. The Class B Membership shall cease and terminate at such time as the Declarant elects, but in no event later than the time period set forth in Section 6.5 below.

All votes shall be exercised or cast in the manner provided by the Master Declaration and By-Laws.

6.4. Meetings. The By-Laws shall provide for an annual meeting of Members, and may make provision for regular and special meetings of Members other than the annual meeting.

6.5. Turnover. Unless the Class B Member elects to terminate the Class B Membership sooner, the Class B Membership shall cease and terminate three (3) months after ninety (90%) percent of the aggregate of the Units (which are part of any Condominium Parcels) and Parcels (which are not a Condominium Parcel) that will be operated ultimately by the Master Association (including those which may be within the Future Development Parcels) have been conveyed to purchasers (other than purchasers who are builders, contractors, or others who purchase a Parcel for the purpose of constructing improvements thereon for resale). The Declarant is entitled (but not obligated) to designate at least one (1) member of the Board of Directors as long as the Declarant holds for sale in the ordinary course of business five percent (5%) of the Units (as to Condominium Parcels) and Parcels that will be operated ultimately by the Master Association (including those which may be within the Future Development Parcels).

The Declarant may transfer control of the Master Association to Unit Owners other than the Declarant prior to such date in its sole discretion by causing enough of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Unit Owners other than the Declarant to elect Directors and assume control of the Master Association. Provided, at least thirty (30) days' notice of Declarant's decision to cause its appointees to resign is given to Unit Owners, neither the Declarant, nor such appointees, shall be liable in any manner in connection with such resignations even if the Unit Owners other than the Declarant refuse or fail to assume control.

## ARTICLE 7 INCORPORATOR

The name and address of the Incorporator of this Corporation is:

NAME

Michael Langolf

ADDRESS

7700 Congress Avenue  
Suite 2204  
Boca Raton, FL 33487

## ARTICLE 8 TERM OF EXISTENCE

The Master Association shall have perpetual existence. In the event that the Master Association is dissolved, and to the extent that responsibility for the surface water management system is the responsibility of the Master Association, then the property consisting of the surface water management system and the right of access to the portions of the The Properties containing the surface water management system shall be conveyed to an appropriate agency of local government. If it is not accepted, then the surface water management system must be dedicated to a similar non-profit corporation.

## ARTICLE 9 OFFICERS

The affairs of the Master Association shall be administered by the officers holding the offices designated in the By-Laws. The officers shall be elected by the Board of Directors of the Master Association at its first meeting following the annual meeting of the Members of the Master Association and shall serve at the pleasure of the Board of Directors. The By-Laws may provide for the removal from office of officers, for filling vacancies and for the duties and qualifications of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President:

Michael Langolf

7700 Congress Avenue, Suite 2204,  
Boca Raton, Florida 33487

Vice President:

Zachary Endelson

7700 Congress Avenue, Suite 2204,  
Boca Raton, Florida 33487

Secretary/Treasurer

Judy Matthews-Gray

7700 Congress Avenue, Suite 2204,  
Boca Raton, Florida 33487**ARTICLE 10  
DIRECTORS**

**10.1. Number and Qualification.** The property, business and affairs of the Master Association shall be managed by a Board of Directors, which shall consist of three (3) persons appointed by the Declarant for so long as the Class B Membership exists. At such time as the Class B Membership expires, the Board shall consist of five (5) persons. A majority of the directors in office shall constitute a quorum for the transaction of business. Directors need not be Members of the Master Association.

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

**10.3. Appointment/Election of Members of Board of Directors.** From and after the time that the Class B Membership expires, Directors of the Master Association shall be elected at the annual meeting of the Members in the manner determined by and subject to the qualifications 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.

**10.4. Term of Declarant's Directors.** The Declarant shall appoint the Members of the first Board of Directors and their replacements who shall hold office for the periods described in the By-Laws.

**10.5. First 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 By-Laws, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Michael Langolf	7700 Congress Avenue, Suite 2204, Boca Raton, Florida 33487
Zachary Endelson	7700 Congress Avenue, Suite 2204, Boca Raton, Florida 33487
Judy Matthews-Gray	7700 Congress Avenue, Suite 2204, Boca Raton, Florida 33487

**10.6. Standards.** A Director shall discharge his/her duties as a director, including any duties as a Member of a Committee, in good faith, with the care an ordinary prudent person in a like position would exercise under similar circumstances, and in a manner reasonably believed to be in the best interests of



the Master Association. Unless a Director has knowledge concerning a matter in question that makes reliance unwarranted, a Director, in discharging his duties, may rely on information, opinions, reports or statements, including financial statements and other data, if prepared or presented by one or more officers or employees of the Master Association whom the Director reasonably believes to be reasonable and competent in the manners presented; legal counsel, public accountants or other persons as to matters the Director reasonably believes are within the persons' professional or expert competence; or a Committee of which the Director is not a Member if the Director reasonably believes the Committee merits confidence. A Director is not liable for any action taken as a director, or any failure to take action, if he/she performed the duties of his/her office in compliance with the foregoing standards.

#### ARTICLE 11 INDEMNIFICATION PROVISIONS

**11.1 Indemnities.** The Master Association shall indemnify any person who was or is a party to any proceeding (other than an action by, or in the right of, the Master Association) by reason of the fact that he/she/it is or was a director, officer, manager, employee or agent (each, an "indemnitee") of the Master Association, against liability incurred in connection with such proceeding, including any appeal thereof, if he/she/it acted in good faith and in a manner he/she/it reasonably believed to be in, or not opposed to, the best interests of the Master Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his/her/its conduct was unlawful. The termination of any proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he/she/it reasonably believed to be in, or not opposed to, the best interests of the Master Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her/its conduct was unlawful.

**11.2 Indemnification.** The Master Association shall indemnify any person, who was or is a party to any proceeding (or any threat of same) by or in the right of the Master Association to procure a judgment in its favor by reason of the fact that he/she/it is or was a director, officer, manager, employee, or agent of the Master Association against expenses and amounts paid in settlement not exceeding, in the judgment of the board of directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof. Such indemnification shall be authorized if such person acted in good faith and in a manner he/she/it reasonably believed to be in, or not opposed to, the best interests of the Master Association, except that no indemnification shall be made under this subsection in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable unless, and only to the extent that, the court in which such proceeding was brought, or any other court of competent jurisdiction, shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such court shall deem proper.

**11.3 Indemnification for Expenses.** To the extent that a director, officer, manager, employee, or agent of the Master Association has been successful on the merits or otherwise in defense of any proceeding referred to in subsection 11.1 or 11.2, or in defense of any claim, issue, or matter therein, he/she/it shall be indemnified against expenses actually and reasonably incurred by him/her/it in connection therewith.

**11.4 Determination of Applicability.** Any indemnification under subsection 11.1 or subsection 11.2, unless pursuant to a determination by a court, shall be made by the Master Association only as authorized in the specific case upon a determination that indemnification of the director, officer, manager, employee, or agent is proper under the circumstances because he/she/it has met the applicable standard of conduct set forth in subsection 11.1 or subsection 11.2. Such determination shall be made in the following order of priority:

- (a) By the board of directors by a majority vote of a quorum consisting of directors who were not parties to such proceeding;
- (b) If such a quorum is not obtainable or, even if obtainable, by majority vote of a Committee duly designated by the Board of Directors (in which directors who are parties may participate) consisting solely of two or more Directors not at the time parties to the proceeding;
- (c) By independent legal counsel:
  - (i) selected by the Board of Directors prescribed in paragraph (a) or the committee prescribed in paragraph (b); or
  - (ii) If a quorum of the Directors cannot be obtained for paragraph (a) and the Committee cannot be designated under paragraph (b), selected by majority vote of the full Board of Directors (in which Directors who are parties may participate); or
- (d) By a majority of the voting interests of the Members of the Master Association who were not parties to such proceeding.

**11.5 Determination Regarding Expenses.** Evaluation of the reasonableness of expenses and authorization of indemnification shall be made in the same manner as the determination that indemnification is permissible. However, if the determination of permissibility is made by independent legal counsel, persons specified by subsection 11.4 shall evaluate the reasonableness of expenses and may authorize indemnification.

**11.6 Advancing Expenses.** Expenses incurred by an officer, director or manager in defending a civil or criminal proceeding (or any threat of same) may be paid by the Master Association in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of such director, officer or manager to repay such amount if he/she/it is ultimately found not to be entitled to indemnification by the Master Association pursuant to this Article 11. Expenses incurred by other employees and agents may be paid in advance upon such terms or conditions that the Board of Directors deems appropriate.

**11.7 Exclusivity; Exclusions.** The indemnification and advancement of expenses provided pursuant to this Article 11 are not exclusive, and the Master Association may make any other or further indemnification or advancement of expenses to any of its directors, officers, managers, employees, or agents, under any bylaw, agreement, vote of Members or disinterested directors, or otherwise, both as to action in his/her/its official capacity and as to action in another capacity. However, indemnification or advancement of expenses shall not be made to or on behalf of any director, officer, manager, employee, or

agent if a judgment or other final adjudication establishes that his/her/its actions, or omissions to act, were material to the cause of action so adjudicated and constitute:

(a) A violation of any criminal law, unless the director, officer, employee, manager or agent had reasonable cause to believe his/her/its conduct was lawful or had no reasonable cause to believe his/her/its conduct was unlawful;

(b) A transaction from which the director, officer, employee, manager or agent derived an improper personal benefit; or

(c) Willful misconduct or a conscious disregard for the best interests of the Master Association in a proceeding by or in the right of the Master Association to procure a judgment in its favor or in a proceeding by or in the right of the Members of the Master Association.

**11.8 Continuing Effect.** Indemnification and advancement of expenses as provided in this Article 11 shall continue, unless otherwise provided when authorized or ratified, as to a person who has ceased to be a director, officer, manager, employee, or agent and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of such a person, unless otherwise provided when authorized or ratified.

**11.9 Application to Court.** Notwithstanding the failure of the Master Association to provide indemnification, and despite any contrary determination of the Board or of the Members in the specific case, a director, officer, employee, manager or agent of the Master Association who is or was a party to a proceeding may apply for indemnification or advancement of expenses, or both, to the court conducting the proceeding, to the circuit court, or to another court of competent jurisdiction. On receipt of an application, the court, after giving any notice that it considers necessary, may order indemnification and advancement of expenses, including expenses incurred in seeking court-ordered indemnification or advancement of expenses, if it determines that:

(a) The director, officer, employee, or agent is entitled to mandatory indemnification under this Article 11 in which case the court shall also order the Master Association to pay the director reasonable expenses incurred in obtaining court-ordered indemnification or advancement of expenses;

(b) The director, officer, employee, manager or agent is entitled to indemnification or advancement of expenses, or both, by virtue of the exercise by the Master Association of its power pursuant to subsection 11.7; or

(c) The director, officer, employee, manager or agent is fairly and reasonably entitled to indemnification or advancement of expenses, or both, in view of all the relevant circumstances, regardless of whether such person met the standard of conduct set forth in subsection 11.1, subsection 11.2, or subsection 11.7, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he/she/it did not act in good faith or acted in a manner he/she/it reasonably believed to be not in, or opposed to, the best interest of the Master Association, and, with respect to any criminal action or proceeding, that he/she/it had reasonable cause to believe his/her/its conduct was unlawful, and

(b) such court further specifically determines that indemnification should be denied. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of not guilty or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or did act in a manner which he/she/it reasonably believed to be not in, or opposed to, the best interest of the Master Association, and, with respect to any criminal action or proceeding, that he/she/it had reasonable cause to believe that his/her/its conduct was unlawful.

**11.10 Definitions.** For purposes of this Article 11, the term "person" shall mean an individual (and the heirs, executors, administrators, or other legal representatives of an individual), a partnership, a limited liability company, a corporation or any other legal entity; the term "expenses" shall be deemed to include attorneys' fees and actual "out-of-pocket" expenses, including those for any appeals; the term "liability" shall be deemed to include obligations to pay a judgment, settlement, penalty, fine, and expenses actually and reasonably incurred with respect to a proceeding; the term "proceeding" shall be deemed to include any threatened, pending, or completed action, suit, or other type of proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal; and the term "agent" shall be deemed to include a volunteer; the term "serving at the request of the Master Association" shall be deemed to include any service as a director, officer, manager, employee or agent of the Master Association that imposes duties on any such persons.

**11.11 Amendment.** Anything to the contrary herein notwithstanding, no amendment to the provisions of this Article 11 shall be applicable as to any person eligible for indemnification hereunder who has not given his/her/its prior written consent to such amendment.

## **ARTICLE 12 BY-LAWS**

The first By-Laws of the Master Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the By-Laws and the Master Declaration.

## **ARTICLE 13 AMENDMENTS**

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

**13.1 Notice.** Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in Chapter 617, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be effected thereby.

**13.2 Adoption.** Amendments shall be proposed and adopted in the manner provided in Chapter 617, Florida Statutes and in the Act (the latter to control over the former to the extent provided for in the Act).

13.3 Declarant Amendments. Notwithstanding anything herein contained to the contrary, to the extent lawful, the Declarant may amend these Articles consistent with the provisions of the Master Declaration allowing certain amendments to be effected by the Declarant alone.

13.4 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the public records of Palm Beach County, Florida with an identification on the first page thereof of the book and page of said public records where the Master Declaration was recorded which contains, as an exhibit, the initial recording of these Articles.

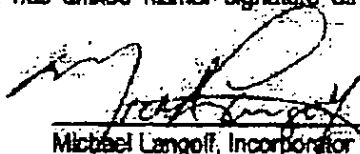
**ARTICLE 14**  
**INITIAL REGISTERED OFFICE;**

**ADDRESS AND NAME OF REGISTERED AGENT**

The initial registered office of this corporation shall be at 1200 South Pine Island Road, Plantation, Florida 33324, with the privilege of having its office and branch offices at other places within or without the State of Florida. The initial registered agent at that address shall be C T Corporation System.

IN WITNESS WHEREOF, the Incorporator has affixed his/her signature as of the 23 day of

October, 2018.

  
\_\_\_\_\_  
Michael Langolf, Incorporator

**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS  
WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.**

In compliance with the laws of Florida, the following is submitted:

That desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing articles of incorporation, in the County of Palm Beach, State of Florida; the Master Association named in the said articles has named C T Corporation System, located at 1200 South Pine Island Road, Plantation, Florida 33324, as its statutory registered agent.

Having been named the statutory agent of said Master Association at the place designated in this certificate, I am familiar with the obligations of that position, and hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.

C T CORPORATION SYSTEM

By: \_\_\_\_\_

Name: Sharon K. Gray, Assistant Secretary

Dated this 22<sup>nd</sup> day of October 2018