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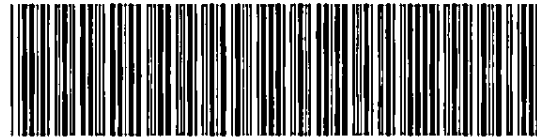
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COVER LETTER

Department of State
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

SUBJECT: Windemere Center Condominium Association, Inc.

(PROPOSED CORPORATE NAME - MUST INCLUDE SUFFIX)

Enclosed is an original and one (1) copy of the Articles of Incorporation and a check for :

☒ \$70.00
Filing Fee

☐ \$78.75
Filing Fee &
Certificate of
Status

☐ \$78.75
Filing Fee
& Certified Copy

☐ \$87.50
Filing Fee,
Certified Copy
& Certificate

ADDITIONAL COPY REQUIRED

FROM: Daniel A. Kaskel

Name (Printed or typed)

6111 Broken Sound Parkway NW Suite 200

Address

Boca Raton, Florida 33487

City, State & Zip

561-994-4499

Daytime Telephone number

asakowitz@pointecompanies.com

E-mail address: (to be used for future annual report notification)

NOTE: Please provide the original and one copy of the articles.

2019 JUL 25 PM 12:09
Jensen Beach, FL

**ARTICLES OF INCORPORATION FOR
WINDEMERE CENTER CONDOMINIUM ASSOCIATION, INC.**

The undersigned incorporator hereby files these Articles of Incorporation for the purpose of forming a corporation not-for-profit pursuant to Chapter 617, Florida Statutes, as amended (the "Corporation").

ARTICLE I

NAME

The name of the Corporation shall be WINDEMERE CENTER CONDOMINIUM ASSOCIATION, INC. The corporation shall be referred to in this instrument as the "Association," these Articles of Incorporation as the "Articles," the Declaration of Condominium for Windemere Center Condominium, the "Declaration" and the Bylaws of the Association as the "Bylaws."

ARTICLE II

PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to the provisions of Condominium Act, Chapter 718, Florida Statutes, for the operation of **WINDEMERE CENTER CONDOMINIUM** (the "Condominium") to be located upon lands and improvements in Martin County, Florida, converted to condominium by **Jensen Beach Investors, LLC**, a Florida limited liability company, hereinafter sometimes referred to as the "Declarant", or the "Developer", and for the operation, maintenance, improvement and ownership of any lands and improvements and personalty from time to time owned by the Association ("Association owned property").

ARTICLE III

DEFINITIONS

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

ARTICLE IV

PRINCIPAL OFFICE AND MAILING ADDRESS

The mailing address of the Corporation is 1132 Kane Concourse, Suite 200, Bay Harbor Islands, Florida 33454.

ARTICLE V

POWERS AND DUTIES

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

5.01 General. The Corporation shall have all of the common law and statutory powers of a corporation not for profit under the Laws of Florida that are not in conflict with the provisions of these Articles and the Declaration, all the powers conferred by the Condominium Act upon a condominium association and all the powers set forth in the Declaration which are lawful.

5.02 Enumeration. This Association shall have all of the powers and duties set forth in the appropriate Florida Statutes except as limited by these Articles and the Bylaws, and all of the powers and duties reasonably necessary to operate the Association and manage the Condominium as more particularly described in the Bylaws, 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 Unit Owners and to use the proceeds thereof in the exercise of its powers and duties;

(b) To buy, own, operate, lease, sell, trade and mortgage both real and personal property;

(c) To maintain, repair, replace and operate the Common Elements;

(d) To purchase insurance upon the Property and insurance for the protection of the Corporation and the Association, its officers, directors and Unit Owners. To reconstruct improvements upon the Property after casualty and to further improve the Property;

(e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Property and for the health, comfort, safety and welfare of the Unit Owners;

(f) To enforce by legal means the provisions of Florida Statutes as they may apply, these Articles, the Bylaws, and the rules and regulations for the use of the Property, subject, however to the limitation regarding assessing Units owned by the Declarant for fees and expenses relating in any way to claims or potential claims against the Declarant as set forth herein and/or in the Bylaws;

(g) To contract for the management and maintenance of the Property and to authorize a management agent (who may be an affiliate of the Declarant, a Unit Owner, or an affiliate of a Unit Owner) to assist the 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 Elements with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by

these Articles, the Bylaws and Florida Statutes, including, but not limited to, the making of Assessments, the promulgation of rules and the execution of contracts on behalf of the Association. The Association shall have and does hereby retain the right to manage and maintain the landscaping and irrigation on all Units within the Association;

(h) To employ personnel to perform the services required for the proper operation of the Association;

(i) To perform all the responsibilities and to have all of the rights of the Lot 2 Owner as defined and set forth in the certain Amended and Restated Construction, Operation, and Reciprocal Easement Agreement, dated June 28, 2013, recorded July 24, 2013, in Official Records Book 2665 at Page 2451, Instrument No. 2407365, of the Public Records of Martin County, Florida, as amended by that certain First Amendment to the Amended and Restated Construction, Operation, and Reciprocal Easement Agreement dated March 20, 2015, recorded June 10, 2015, in Official Records Book 2789 at Page 1600, Instrument No. 2519693, of the Public Records of Martin County, Florida; and

(i) To promulgate and enforce architectural standards by rule, regulation, or bylaw and to enforce, by any and all legal means available, any and all rights of use as well as any and all covenants and restrictions running with the land relative to the use and improvement of Units in the Condominium. The Board of Directors is hereby given full authority to create an Architectural Review Board, whether pursuant to the Bylaws or these Articles, for the purpose of bringing full force and effect to this paragraph and the Declaration.

5.03 Association Property. All funds and the title to all property acquired by the Association and its proceeds shall be held for the benefit and use of the Unit Owners in accordance with the provisions of the Declaration, these Articles and the Bylaws.

5.04 Distribution of Income, Dissolution. The Association shall make no distribution of income to its members, directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another nonprofit corporation or a public agency.

5.05 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Bylaws and appropriate Florida Statutes.

5.06 Miscellaneous. The Association has the power to do the following:

(a) Own and convey property;

(b) Operate and maintain the surface water management system facilities, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas;

(c) Establish rules and regulations;

(d) Assess members and enforce assessments;

- (e) Sue and be sued;
- (f) Contract for services to provide for operation and maintenance of the surface water management system facilities if the Association contemplates employing a maintenance company;
- (g) Require all the lot Unit Owners, parcel Unit Owners, or unit Unit Owners to be members;
- (h) Exist in perpetuity; however, if the Association is dissolved, the control or right of access to the property containing the surface water management system facilities shall be conveyed or dedicated to an appropriate governmental unit or public utility and that if not accepted, then the surface water management system facilities shall be conveyed to a non-profit corporation similar to the Association;
- (i) Take any other action necessary for the purposes for which the Association is organized.

ARTICLE VI

MEMBERS

6.01 Membership. Membership in the Association may only be issued or transferred to the record title owner(s) of Units (each, an "Owner" or "Unit Owner") in WINDEMERE CENTER CONDOMINIUM. Each Owner of a Unit shall be a member. Any member may own more than one Unit.

6.02 Assignment. The rights, titles, duties and responsibilities of a member in the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit for which that membership is held.

6.03 Voting. On all matters upon which the membership shall be entitled to vote, voting rights shall be exercised as provided in the Declaration.

6.04 Meetings. The Bylaws shall provide for an annual meeting of members, and may make provision for regular and special meetings of members other than the annual meeting.

ARTICLE VII

TERM OF EXISTENCE

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Florida Department of State. The Association shall exist in perpetuity.

ARTICLE VIII

INCORPORATOR

The name and address of the incorporator to these Articles are as follows:

| NAME | ADDRESS |
|--|--|
| Jensen Beach Investors, LLC a Florida limited liability company | 1132 Kane Concourse (Suite 200) Bay Harbor Islands, Florida 33154 |

ARTICLE IX

OFFICERS

The affairs of the Association shall be administered by the officers holding the offices designated in the Bylaws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal from office or officers, for filling vacancies and for the duties 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: | Alan Sakowitz 1132 Kane Concourse (Suite 200) Bay Harbor Islands, Florida 33154 |
| Vice President/Treasurer: | Maurice Egozi 1132 Kane Concourse (Suite 200) Bay Harbor Islands, Florida 33154 |
| Secretary: | Hannah Handler Hostyk 1132 Kane Concourse (Suite 200) Bay Harbor Islands, Florida 33154 |

ARTICLE X

DIRECTORS

10.01 Number and Qualification. The property, business and affairs of the Association shall be managed by a board consisting of the number of directors determined in the manner provided in the Bylaws, but which shall consist of not less than three (3) directors.

10.02 Duties and Powers. All of the duties and powers of the Association and these Articles and the Bylaws shall be exercised exclusively by the Board of Directors, its agents,

contractors or employees, subject only to approval by Unit Owners when such approval is specifically required.

10.03 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 Bylaws, are as follows:

| NAME | ADDRESS |
|-----------------------|--|
| Alan Sakowitz | 1132 Kane Concourse (Suite 200) Bay Harbor Islands, Florida 33154 |
| Maurice Egozi | 1132 Kane Concourse (Suite 200) Bay Harbor Islands, Florida 33154 |
| Hannah Handler Hostyk | 1132 Kane Concourse (Suite 200) Bay Harbor Islands, Florida 33154 |

ARTICLE XI

BYLAWS

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the Bylaws.

ARTICLE XII

AMENDMENTS

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

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

12.02 A resolution proposing the adoption of a proposed amendment may be proposed either by the Board of Directors or by members owning one-tenth (1/10) of the units of the Association. Directors and members not present in person or by proxy at the majority meeting to consider the amendment may express their approval in writing, provided such approval is delivered to the Secretary prior to such meeting. A resolution adopting a proposed amendment must bear the approval of not less than a majority of the Board of Directors and the members owning a majority of the voting rights at a meeting called for that purpose at which a quorum is present. Prior to the sale of a Unit by Declarant, the Declarant may unilaterally amend these Articles of Incorporation.

12.03 In the alternative, an amendment may be made by an agreement signed and acknowledged by not less than a majority of the Board of Directors and not less than a majority

of the record owners of units subject to the jurisdiction of the Association in the manner required by the execution of a deed.

12.04 No amendment shall make any changes in the qualifications for membership nor the voting rights of members without approval in writing by all members and the joinder of all record owners of mortgages upon each Condominium. No amendment shall be made that is in conflict with the Condominium Act or with any affected Declaration of Condominium. Article V may not be amended without the consent of the Developer so long as the Developer is a member of the Association.

12.05 A copy of each amendment shall be certified by the Secretary of State, State of Florida, and be recorded in the Public Records of Martin County, Florida, along with a certificate executed by the President or authorized officer and attested by the Secretary or Assistant Secretary of the Association reciting the facts necessary to establish that the Amendment was duly adopted, and said certificate shall be conclusively binding in favor of anyone relying thereon.

ARTICLE XIII

DISSOLUTION

The Corporation may be dissolved as provided by Florida law. Upon dissolution of the Corporation, other than incident to a merger or consolidation, the assets of the Corporation shall be dedicated to a public body, or conveyed to a non-profit organization with similar purposes, in accordance with applicable law.

ARTICLE XIV

REGISTERED AGENT

The name and street address of the initial registered office and the initial registered agent are as follows: Alan Sakowitz, 1132 Kane Concourse (Suite 200), Bay Harbor Islands, Florida 33154.

ARTICLE XV

INDEMNIFICATION

15.01 Association shall indemnify each Director and Officer against all expenses and liabilities including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding whether civil, criminal, administrative or investigative, or any settlement of any proceedings, or any appeal from such proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the

Association, or having served at the Association's request as a Director or officer of any other corporation, whether or not he is a Director or officer at the time such expenses are incurred, regardless of by whom the proceeding was brought, except in relation to matters as to which any such Director or officer shall be adjudged liable for gross negligence or willful misconduct, provided that in the event a settlement, the indemnification shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

15.02 Expenses incurred in defending a suit or proceeding whether civil, criminal, administrative or investigative may be paid by the Association in advance of the final disposition of such action, suit or proceeding if authorized by all of the non-interested Directors upon receipt of an undertaking by or on behalf of the Director or officer to repay such amount if it shall ultimately be determined that he is not to be indemnified by the Association as authorized by these Articles of Incorporation.

15.03 The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director or officer of the Association, or is or was serving at the request of the Association as a Director or officer of another association, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of these Articles of Incorporation.

IN EXECUTION HEREOF, the undersigned has executed this document as incorporator to these Articles of Incorporation of WINDEMERE CENTER CONDOMINIUM ASSOCIATION, INC., a corporation not for profit organized pursuant to Chapter 617 of the Florida Statutes, as amended, as of this 20 day of JUNE, 2019.

JENSEN BEACH INVESTORS, LLC, a
Florida limited liability company

By:  , President

Printed Name: Alan Srikowitz


Title: President

ACCEPTANCE OF APPOINTMENT

BY INITIAL REGISTERED AGENT

THE UNDERSIGNED, an individual resident of the State of Florida, having been named in Article XIV of the foregoing Articles of Incorporation as initial Registered Agent at the office designated therein, hereby accepts such appointment and agrees to act in such capacity. The undersigned hereby states that he is familiar with, and hereby accepts, the obligations set forth in Section 617.0503, Florida Statutes, and the undersigned will further comply with any other provisions of law made applicable to him as Registered Agent of the corporation.

DATED this 20 day of June, 2019.



ALAN SAKOWITZ