

Division of Corporations

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FLORIDA PROFIT/NON PROFIT CORPORATION  
JCF-DD PROPERTY OWNERS ASSOCIATION, INC.

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CORPORATIONS  
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**ARTICLES OF INCORPORATION  
OF  
JCF-DD PROPERTY OWNERS ASSOCIATION, INC.  
(A Florida Corporation Not For Profit)**

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JCF-DD

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

**ARTICLE I  
DEFINITIONS**

The following words and phrases when used in these Articles of Incorporation (unless the context clearly reflects another meaning) shall have the following meanings, or if not defined below as defined in the Declaration.

1. "Articles" means these Articles of Incorporation and any amendments hereto.
2. "Assessments" means the assessments for which all Owners are obligated to the Association and any and all other assessments which are levied by the Association in accordance with the Governing Documents.
3. "Association" means JCF-DD PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation not for profit, its successors and assigns, existing pursuant to the Articles, which Association is responsible for the maintenance and preservation of the Surface Water Management System, the enforcement of the Governing Documents and administration and operation of the Association as provided in this Declaration. The "Association" is NOT a condominium association or a homeowners association and is not intended to be governed by Chapters 718 or 720, Florida Statutes.
4. "Board" means the Board of Directors of the Association.
5. "Bylaws" means the Bylaws of the Association and any amendments thereto.
6. "County" means Broward County, Florida.
7. "Declarant" means JCF-DD REALTY IX LLC, JCF-DD REALTY X LLC, JCF-DD REALTY XI LLC and JCF-DD REALTY XII LLC, and any successor or assign thereof to which any such entity specifically assigns all or part of the rights of Declarant under the Declaration by an express written assignment, whether recorded in the Public Records of the County or not. The written assignment may give notice as to which rights of Declarant are to be exercised and as to which portion of the "Property" (as defined in the Declaration). In any event, any subsequent declarant shall not be liable for any default or obligations incurred by any prior declarant, except as may be expressly assumed by the subsequent declarant. Whether or not specifically stated, any Person who at any time holds the rights of Declarant hereunder and

subsequently transfers or assigns the rights of Declarant to another Person shall be afforded the same protection with respect to matters arising during its tenure as Declarant as the predecessor Declarant would have if it were still Declarant.

8. "Declaration" means the Declaration of Covenants, Conditions, Restrictions and Easements for Jafco Respite and Residential Center, which is intended to be recorded amongst the Public Records of the County, and any amendments thereto.

9. "Director" means a member of the Board.

10. "Governing Documents" means, in the aggregate, the Declaration, these Articles, the Bylaws, and all of the instruments and documents referred to or incorporated therein including, but not limited to, any "Amendment(s)" and "Supplemental Declaration(s)" (as such terms are defined in the Declaration).

11. "Jafco Respite and Residential Center" means the development located in the County that encompasses the Property and is initially intended to comprise Lots and the Surface Water Management System within the Property, but subject to change in accordance with the Declaration.

12. "Lot" means any parcel of land within Jafco Respite and Residential Center upon which a building is permitted to be constructed, together with any other improvements thereon and any portion of the land within Jafco Respite and Residential Center that is declared to be a Lot by a Supplemental Declaration and is not subsequently withdrawn from the provisions of the Declaration by a Supplemental Declaration.

13. "Member" means a member of the Association.

14. "Operating Expenses" means the expenses for which Owners are liable to the Association as described in the Governing Documents and include, but are not limited to, the costs and expenses incurred by the Association in administering, operating, maintaining, repairing, or managing the Surface Water Management System within the Property, and improvements thereon, and all costs and expenses incurred by the Association in carrying out its powers and duties hereunder or under any other Governing Documents.

15. "Owner" means the record owner, whether one (1) or more persons or entities of the fee simple title to any Lot within Jafco Respite and Residential Center, and includes Declarant for as long as Declarant owns fee simple title to a Lot, but excluding therefrom those having such interest as security for the performance of an obligation.

16. "Surface Water Management System" means the property defined as such in the Declaration.

Unless otherwise defined herein, the terms defined in the Declaration are incorporated herein by reference and shall appear in initial capital letters each time such terms appear in these Articles.

ARTICLE II  
NAME

The name of this corporation shall be JCF-DD PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation not for profit. The Association's initial principal office and mailing address shall be at 4200 N. University Drive, Sunrise, FL 33351.

ARTICLE III  
PURPOSES

The purpose for which the Association is organized is to take title to, operate, administer, insure, repair, replace, manage, and maintain the Surface Water Management System in accordance with the terms of, and purposes set forth in, the Governing Documents and to carry out the covenants and enforce the provisions of the Governing Documents.

ARTICLE IV  
POWERS

The Association shall have the following powers and shall 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.

B. The Association shall have all of the powers granted to the Association in the Governing Documents. All of the provisions of the Declaration and Bylaws which grant powers to the Association are incorporated into these Articles.

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. Own and convey property.
2. To sue and be sued.
3. To perform any act required or contemplated by it under the Governing Documents.
4. To make, levy and collect Assessments for the purpose of obtaining funds from its Members to pay Operating Expenses and other costs defined in the Declaration and costs of collection, and to use and expend the proceeds of Assessments in the exercise of the powers and duties of the Association.
5. To administer, maintain, insure, repair, replace and manage the Surface Water Management System in accordance with the Governing Documents.

6. To enforce by legal means the obligations of the Members and the provisions of the Governing Documents.

7. To employ personnel, retain independent contractors and professional personnel, and enter into service contracts to provide for the maintenance, operation, administration, insuring, repairing, replacing and management of the Surface Water Management System 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 Surface Water Management System and to delegate to such professional management certain powers and duties of the Association.

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

9. To operate, maintain, and manage the Stormwater Management System in a manner consistent with the requirements of the Water Management District Permit (as defined in the Declaration) and applicable rules; to assist in the enforcement of the Declaration's provisions relating to the Stormwater Management System; and to levy and collect adequate Assessments against Owners for the cost of maintenance and operation of the Stormwater Management System.

#### ARTICLE V MEMBERS AND VOTING

The qualification of Members of the Association, the manner of their admission to Membership, the manner of the termination of such Membership and the manner of voting by Members shall be as follows:

A. Declarant shall be a Member as to each of the Lots until each such Lot is conveyed to another Owner, and thereupon and thereafter each and every Owner, including Declarant as to Lots owned by Declarant, shall be a Member and exercise all of the rights and privileges of a Member.

B. Membership in the Association for Owners other than Declarant shall be established by the acquisition of ownership of fee simple title to a Lot as evidenced by the recording of an instrument of conveyance amongst the Public Records of the County. Where title to a Lot is acquired by conveyance from a party other than Declarant by means of sale, gift, inheritance, devise, judicial decree or otherwise, the person, persons or entity thereby acquiring such Lot shall not be a Member unless or until such Owner shall deliver a true copy of a deed or other instrument of acquisition of title to the Association.

C. No Member may assign, hypothecate or transfer in any manner his or her Membership in the Association except as an appurtenance to his or her Lot.

D. Any Member who conveys or loses title to a Lot by sale, gift, devise, bequest, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, no longer

be a Member with respect to such Lot and shall lose all rights and privileges of a Member resulting from ownership of such Lot.

E. There shall be only one (1) vote for each Lot. If there is more than one (1) Member with respect to a Lot as a result of the fee interest in such Lot being held by more than one (1) person, such Members collectively shall be entitled to only one (1) vote. The vote of the Owners of a Lot owned by more than one (1) natural person or by a corporation or other legal entity shall be cast by the person named (the "Voting Member") in a voting certificate signed by all of the Owners of the Lot, or, if appropriate, by properly designated officers, partners or principals of the respective legal entity and filed with the Secretary of the Association, and such voting certificate shall be valid until revoked by a subsequent voting certificate. If such a voting certificate is not filed with the Secretary of the Association, the vote of such Lot shall not be considered for a quorum or for any other purpose.

F. A quorum shall consist of persons entitled to cast at least a majority of the total number of votes of the Members.

#### ARTICLE VI

##### TERM

The term for which this Association is to exist shall be perpetual. However, in the event of the termination, dissolution or final liquidation of the Association, the Surface Water and Storm Water Management System will be transferred to and maintained by one of the entities identified in the Water Management District's Environmental Resource Permit Applicant's Handbook Volume I sections 12.3.1(a) through (f), who has the powers listed in sections 12.3.4(b)1 through 8, the covenants and restrictions required in sections 12.3.4(c)1 through 9, and the ability to accept responsibility for the operation and routine custodial maintenance of the Surface Water and Storm Water Management System described in sections 12.3.4(d)1 or 2 prior to its dissolution.

#### ARTICLE VII

##### INCORPORATOR

The name and address of the Incorporator of these Articles are: Mark F. Grant, 200 East Broward Boulevard, Suite 1800, Fort Lauderdale, Florida 33301.

#### ARTICLE VIII

##### OFFICERS

The affairs of the Association shall be managed by the President of the Association, assisted by the Vice President(s), Secretary and Treasurer, and, if any, by the Assistant Secretary(ies) and Assistant Treasurer(s), subject to the directions of the Board.

The Board shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine. The President shall be elected from amongst the Membership of the Board, but no other officer need be a Director. The same person may hold two (2) or more offices, the duties

of which are not incompatible; provided, however, the office of President and a Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary or Treasurer or Assistant Treasurer be held by the same person.

**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	Louise Allen
Secretary/Treasurer	Fran Zeitz

**ARTICLE X**  
**BOARD OF DIRECTORS**

A. The number of Directors on the Board of Directors of the Association shall be equal to the number of Lots within the Property. Since initially there are four (4) Lots, the initial Board shall have four (4) Directors. There shall be only one (1) vote for each Director.

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

<u>NAMES</u>	<u>ADDRESSES</u>
Maurice Plough	4200 N. University Drive Sunrise, FL 33351
Stewart Greenberg	4200 N. University Drive Sunrise, FL 33351
Stuart Rader	4200 N. University Drive Sunrise, FL 33351
Ronald Simon	4200 N. University Drive Sunrise, FL 33351

C. Each Lot Owner shall appoint one Director who it may replace from time to time.

D. The resignation of a Director or the resignation of an officer of the Association who has been elected by the Board shall be deemed to remise, release, acquit, satisfy and forever discharge such officer or Director of and from any and all manner of action(s), cause(s) of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Association or Members had, now have or will have or which any personal representative, successor, heir or assign of the Association or Members hereafter can, shall or may have against said officer or

Director for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of such resignation, except for such Director's or officer's willful misconduct or gross negligence.

#### ARTICLE XI INDEMNIFICATION

Each and every Director and officer of the Association shall be indemnified by the Association against all costs, expenses and liabilities, including attorney and paralegal fees at all trial and appellate levels and post-judgment proceedings, reasonably incurred by or imposed upon him/her in connection with any negotiation, proceeding, arbitration, litigation or settlement in which he/she becomes involved by reason of his or her being or having been a Director or officer of the Association, and the foregoing provision for indemnification shall apply whether or not such person is a Director or officer at the time such cost, expense or liability is incurred. Notwithstanding the above, in the event of any such settlement, the indemnification provisions provided in this Article XI shall not be automatic and shall apply only when the Board approves such settlement and reimbursement for the costs and expenses of such settlement as being in the best interest of the Association, and in the event a Director or officer admits that he/she is or is adjudged guilty of willful misconduct or gross negligence in the performance of his or her duties, the indemnification provisions of this Article XI shall not apply. The foregoing right of indemnification provided in this Article XI shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer of the Association may be entitled under statute or common law.

#### ARTICLE XII BYLAWS

The Bylaws shall be adopted by the Board, and thereafter may be altered, amended or rescinded in the manner provided for in the Bylaws. 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 solely by a majority vote of the Board, without the prior written consent of the Members, at a duly called meeting of the Board.

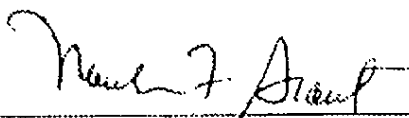
B. Any instrument amending these Articles shall identify the particular article or articles being amended and shall provide a reasonable method to identify the amendment being made. A certified copy of each such amendment shall be attached to any certified copy of these Articles, and a copy of each amendment certified by the Secretary of State shall be recorded amongst the Public Records of the County.




ARTICLE XIV  
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is c/o JAFCO, 4200 N. University Drive, Sunrise, FL 33351, and the initial registered agent of the Association at that address shall be Sarah Franco.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature, this 27<sup>th</sup> day of January, 2020.

  
\_\_\_\_\_  
MARK F. GRANT, Incorporator

The undersigned hereby accepts the designation of Registered Agent as set forth in Article XIV of these Articles of Incorporation, and acknowledges that he/she is familiar with and accepts the obligations imposed upon registered agents under the Florida Not For Profit Corporation Act.

  
\_\_\_\_\_  
Sarah Franco  
Dated: 1/28/20