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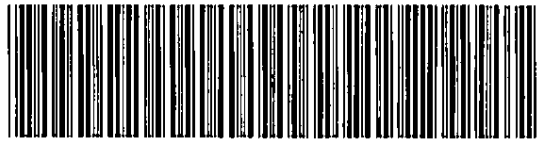
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EFFECTIVE DATE
Jan 21

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JAN 22 2021
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COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: JUPITER COUNTRY CLUB CONDOMINIUM II-III ASSOCIATION, INC.

(Name of Surviving Corporation)

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

CHELLE KONYK

(Contact Person)

KONYK & LEMME PLLC

(Firm/Company)

140 INTRACOASTAL POINTE DR 3 310

(Address)

JUPITER FL 33477

(City/State and Zip Code)

For further information concerning this matter, please call:

CHELLE KONYK

(Name of Contact Person)

At (561) 935 6244

(Area Code & Daytime Telephone Number)

☒ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

Mailing Address:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:

Amendment Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303



CHELLE KONYK, ESQ.
THERESA M. LEMME, ESQ.
MICHAEL S. STEINER, ESQ.

December 01, 2020

Amendment Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, STE 810
Tallahassee, Florida 32303

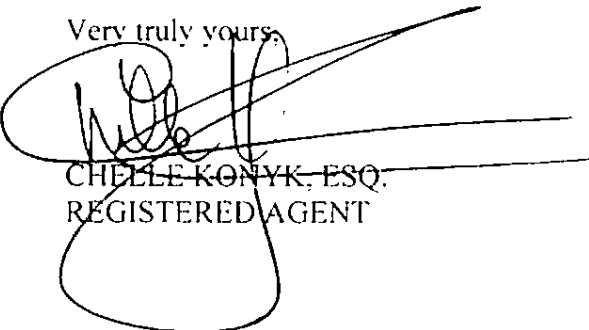
RE: JUPITER COUNTRY CLUB CONDOMINIUM II-III ASSOCIATION, INC.

To whom it may concern:

Enclosed please find the Articles of Merger for Jupiter Country Club Condominium II-II Association, Inc.

We are enclosing a check in the amount of \$113.75 for the Filing Fee and a Certified Copy. Please return all correspondence concerning this matter using the enclosed Fed-Ex return label/envelope. Should you need additional information please contact me at 561.935.6244.

Very truly yours,



CHELLE KONYK, ESQ.
REGISTERED AGENT

EFFECTIVE DATE

April 21

EXHIBIT "F"

ARTICLES OF MERGER

OF JUPITER COUNTRY CLUB CONDOMINIUM II ASSOCIATION, INC.
AND JUPITER COUNTRY CLUB CONDOMINIUM III ASSOCIATION, INC.

into

JUPITER COUNTRY CLUB CONDOMINIUM II-III ASSOCIATION, INC.
a Florida Not for Profit Corporation

Pursuant to Fla. Stat. §617.1101 et seq., the undersigned corporations, JUPITER COUNTRY CLUB CONDOMINIUM II ASSOCIATION, Inc., a Florida Not for Profit Corporation, and JUPITER COUNTRY CLUB CONDOMINIUM III ASSOCIATION, Inc., a Florida Not for Profit Corporation, adopt the following Articles of Merger for the purpose of merging JUPITER COUNTRY CLUB CONDOMINIUM II ASSOCIATION, Inc. and JUPITER COUNTRY CLUB CONDOMINIUM III ASSOCIATION, Inc., a Florida Not for Profit Corporation with and into JUPITER COUNTRY CLUB CONDOMINIUM II-III ASSOCIATION, INC., a Florida Not for Profit Corporation.

FIRST: The name and jurisdiction of the surviving corporation is JUPITER COUNTRY CLUB CONDOMINIUM II-III ASSOCIATION, INC., a Florida Not for Profit Corporation (the "Surviving Corporation").

SECOND: The name and jurisdiction of the merging corporations are JUPITER COUNTRY CLUB CONDOMINIUM II ASSOCIATION, Inc., a Florida Not for Profit Corporation ("First Terminating Corporation") and JUPITER COUNTRY CLUB CONDOMINIUM III ASSOCIATION, Inc., a Florida Not for Profit Corporation ("Second Terminating Corporation") (collectively the "Terminating Corporations").

THIRD: Plan of Merger is attached as Exhibit "A".

FOURTH: The merger shall be effective on January 1, 2021, provided that it is filed with the Division of Corporations not more than 90 days prior to that date.

FIFTH: The Plan of Merger was adopted by the First Terminating Corporation by the votes required under Fla. Stat. 617.1103(1)(a) by at least a majority of the votes which members present at each such meeting or represented by proxy are entitled to cast at a duly called special meeting on 9th day of September 2020.

SIXTH: The Plan of Merger was adopted by the Second Terminating Corporation by the votes required under Fla. Stat. 617.1103(1)(a) by at least a majority of those voting by Written Consent in Lieu of a Meeting.

These Articles of Merger may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

In Witness Hereof, the undersigned has executed these Articles of Merger on the 23 day of November, 2020.

JUPITER COUNTRY CLUB CONDOMINIUM II ASSOCIATION, INC.

By: Jeffrey Sheara
Jeffrey Sheara, Secretary

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me

by [X] means of physical presence or [] online notarization

this 23 day of November, 2020 by Jeffrey Sheara as Secretary of Jupiter Country Club Condominium II Association, Inc. who is personally known to me.

[Signature]
Notary Public

Notary Seal



In Witness Hereof, the undersigned has executed these Articles of Merger on the 23 day of NOVEMBER, 2020.

JUPITER COUNTRY CLUB CONDOMINIUM III ASSOCIATION, INC.

By: Angela Pomaro
Angela Pomaro, Secretary

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me

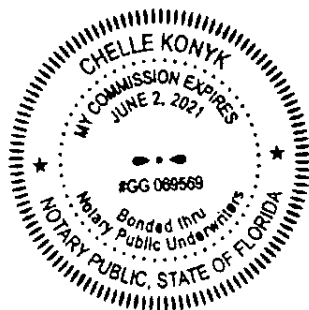
by ☒ [X] means of physical presence or ☐ [] online notarization

this 23 day of NOVEMBER, 2020 by Angela Pomaro as Secretary of Jupiter Country Club Condominium III Association, Inc. ☒ [X] who is personally known to me or ☐ [] who produced identification

[Type of Identification: _____]

[Signature]
Notary Public

Notary Seal



In Witness Hereof, the undersigned has executed these Articles of Merger on the 23 day of November, 2020.

JUPITER COUNTRY CLUB CONDOMINIUM II-III ASSOCIATION, INC.

By: Jeffrey Sheara
Jeffrey Sheara, Secretary

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me
by [X] means of physical presence or [] online notarization
this 23 day of November, 2020 by Jeffrey Sheara as Secretary of Jupiter Country Club Condominium
II Association, Inc. who is personally known to me.

[Signature]
Notary Public

Notary Seal



**PLAN OF MERGER
OF
JUPITER COUNTRY CLUB CONDOMINIUM II ASSOCIATION, INC.,
a Florida Not for Profit Corporation
and
JUPITER COUNTRY CLUB CONDOMINIUM III ASSOCIATION, INC.,
a Florida Not for Profit Corporation
into
JUPITER COUNTRY CLUB CONDOMINIUM II-III ASSOCIATION, INC.,
a Florida Not for Profit Corporation**

The following Plan of Merger is submitted in compliance with Fla. Stat. §617.1101 et seq.

FIRST: The name and jurisdiction of the surviving corporation is JUPITER COUNTRY CLUB CONDOMINIUM II-III ASSOCIATION, INC. a Florida Not for Profit Corporation (the "Surviving Corporation").

SECOND The name and jurisdiction of the first merging corporation is JUPITER COUNTRY CLUB CONDOMINIUM II ASSOCIATION, Inc., a Florida Not for Profit Corporation (the "First Terminating Corporation")

THIRD: The name and jurisdiction of the second merging corporation is JUPITER COUNTRY CLUB CONDOMINIUM III ASSOCIATION, Inc., a Florida Not for Profit Corporation (the "Second Terminating Corporation").

FOURTH:

a. The plan of merger was unanimously passed by the Board of Directors of JUPITER COUNTRY CLUB CONDOMINIUM II ASSOCIATION, INC. at a duly noticed meeting on July 16, 2020:

b. The plan of merger was unanimously passed by the Board of Directors of JUPITER COUNTRY CLUB CONDOMINIUM III ASSOCIATION, INC. at a duly noticed meeting on July 11, 2020:

by resolution directing that it be submitted to a vote of the Members of the Jupiter Country Club Condominium II Association, Inc. and submitted to a vote of the Members of the Jupiter Country Club Condominium III Association, Inc., by the votes required under Fla. Stat. 617.1103(1)(a) by at least a majority of the votes which members present at each such meeting or represented by proxy are entitled to cast at a duly called special meeting or by written consent in lieu of a meeting.

FIFTH: The terms and conditions of the merger are as follows:

- a. The Articles of Incorporation of the Surviving Corporation are attached and will continue in full force and effect until changed, altered, or amended as therein provided and in the manner described in Chapter 617 Fla. Stat.
- b. The Bylaws of the Surviving Corporation, are attached and shall be the Bylaws of the Surviving Corporation and will continue in full force and effect until changed, altered, or amended as therein provided and in the manner described in Chapter 617 and Chapter 718 Fla. Stat.

- c. The directors and officers of the Surviving Corporation, who are then serving on the date immediately prior to the effective date of the merger, shall be the directors and officers of the Surviving Corporation after the effective date of the merger, all of whom shall hold the directorships and offices until the next regular election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the Bylaws of the Surviving Corporation or applicable law.
- d. The Surviving Corporation shall perform all obligations of the Terminating Corporations. It is the purpose of this merger to have all buildings, all common areas, all real and personal property and all units and unit owners in the merging corporations managed and operated by the Surviving Corporation.
- e. The Owner of each unit shall be a member of the Surviving Corporation and each unit shall be entitled to all member rights and benefits in the Surviving Corporation and be subject to all obligations to the Surviving Corporation, and each such unit shall be entitled to one (1) vote in the Surviving Corporation with full voting rights and the opportunity to run and serve on the Board of Directors of the Surviving Corporation. This merger produces a single corporation and a single Board of Directors for all of the condominium buildings, units, and facilities in the formerly separate corporations which are now merged under this Plan.
- f. The Merging Corporations will retain their respective Declarations of Condominium, as they may be amended from time to time, provided that the Unit members must adopt future amendments to their respective Declarations as bi-lateral amendments with the former members of the other Merging Corporation adopting identical amendments to the respective Declarations of Condominium. Therefore, if the members of both Condominiums do not adopt the same amendment(s) – the amendment(s) will fail as to both Declarations.
- g. There shall be one Board operating one Corporation in compliance with two Declarations.
- h. All rights, privileges and claims of the Surviving Corporation and the Merging Corporations under the Merging and Surviving Corporations Articles of Incorporation and Bylaws and the Declaration for Jupiter Country Club Condominium II, and the Declaration for Jupiter Country Club Condominium III, are hereby assigned to the surviving Corporation., and it is agreed as follows that :
 - (a) All licenses, permits, development rights and other approvals, governmental or otherwise in effect as of the date of the Merger, pertaining to the current or prospective use of the Association Property and / or Common Elements; and
 - (b) All contract(s), contract right(s), warranties, guarantee(s) and agreement(s) of any kind relating to the Association Property and / or Common Elements in effect as of the date of the Merger; and
 - (c) All architectural and engineering plans, specifications, studies, surveys, and reports that exist as of the date of the Merger; and
 - (d) All other intangible assets held or used exclusively in connection with the acquisition, ownership, operation, development, or management of the Association Property and / or Common Elements.

[END OF DOCUMENT]

**ARTICLES OF INCORPORATION
OF JUPITER COUNTRY CLUB CONDOMINIUM II-III ASSOCIATION, INC.**

A Not for Profit Corporation

EXHIBIT "B" to

**DECLARATION OF CONDOMINIUM OF
JUPITER COUNTRY CLUB CONDOMINIUM II AND
DECLARATION OF CONDOMINIUM OF
JUPITER COUNTRY CLUB CONDOMINIUM III**

The undersigned does hereby form this corporation for the purpose of forming a corporation not-for-profit as allowed by Chapter 718 and Chapter 617 of the Florida Statutes.

Pursuant to the provisions and laws of the State of Florida, the undersigned certifies as follows:

NAME

The name of the corporation shall be JUPITER COUNTRY CLUB CONDOMINIUM II-III ASSOCIATION, INC., hereinafter referred to as the ("Association"), with its principal office located in Palm Beach County: c/o Campbell Property Management; 401 Maplewood Drive, Suite 23; Jupiter FL 33458 or in a location as determined by its Board of Directors.

2. PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes, hereinafter called the "Condominium Act" for the operation of JUPITER COUNTRY CLUB CONDOMINIUM II-III ASSOCIATION, INC. (the "Condominium") to be created pursuant to the provisions of each of its Declarations of Condominium, specifically Declaration Of Condominium Of Jupiter Country Club Condominium II and Declaration Of Condominium Of Jupiter Country Club Condominium III and the Condominium Act.

3. POWERS

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

- 3.1 The Association shall have all of the common law and statutory powers of a corporation not-for-profit, not in conflict with the terms of these Articles of Incorporation or the Condominium Act.
- 3.2 The Association shall have all of the powers and duties set forth in Chapter 617, Chapter 718, i.e. the Condominium Act, these Articles of Incorporation and each respective Declaration of Condominium and its attendant documents, and all of the powers and duties reasonably necessary for operation of the Condominium and the corporation.
- 3.3 All funds and the titles to all properties acquired by the Association, and their proceeds, shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium for Jupiter Country Club Condominium II and Declaration of Condominium for Jupiter Country Club Condominium III ("Declaration of Condominium"), these Articles of Incorporation, and the Bylaws of the Association, and the costs, expenses, maintenance, care and upkeep of such properties for the benefit of the members shall be considered Common Expenses of the Condominium.
- 3.4 The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration(s) of Condominium and the Bylaws.

EXHIBIT "B"

PAGE 1

3.5 The Association shall have the power and authority to levy, charge, assess and collect fees, charges and assessments from the Unit Owners as allowed by the Declaration of Condominium, including without limitation, assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.

3.6 To borrow money for the purpose of carrying out the powers and duties of the Association.

4. MEMBERSHIP

4.1 The members of the Association shall consist of all of the record Owners of Units in the Condominium, hereinafter referred to as ("Units"), and after termination of the Condominium shall consist of those who are members at the time of such termination, and their successors and assigns.

4.2 Membership shall be acquired by recording in the public records of Palm Beach County, Florida, a deed or other instrument establishing record title to a Unit in the Condominium, the Owner designated by such instrument thus becoming a member of the Association, and the membership of the prior Owner being thereby terminated, provided, however, any party who owns more than one Unit shall remain a member of the Association so long as he shall retain title to or a fee ownership interest in any Unit.

4.3 The share of a member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to his Unit.

4.4 On all matters upon which the member shall be entitled to vote, there shall be one vote for each Unit, which vote may be exercised or cast in such manner as may be provided in the Bylaws of the Association. Any person or entity owning more than one Unit shall be entitled to one vote for each Unit owned.

5. SUBSCRIBERS / INCORPORATOR

The name and address of the subscribers to these Articles of Incorporation are:

Daniel E. Zucchi: 401 Maplewood DR., Suite 23; Jupiter FL 33458

Jeffrey Sheara: 401 Maplewood DR., Suite 23; Jupiter FL 33458

Lee Newman, 401 Maplewood DR., Suite 23; Jupiter FL 33458

INCORPORATOR: Daniel E. Zucchi: 401 Maplewood DR., Suite 23; Jupiter FL 33458

6. OFFICERS

The affairs of the Association shall be administered by a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time designate. Any person may hold two offices, excepting that the same person shall not hold the office of President and Secretary. Officers of the Association shall be those set forth herein or elected by the Board of Directors 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 names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President:	Daniel E. Zucchi
Vice President/ Secretary:	Jeffrey Sheara
Treasurer:	Lee Newman

7. DIRECTORS

7.1 The affairs of the Association shall be managed by a Board of Directors who shall be members of the Association.

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JUPITER
FL 33458

7.2 Directors of the Association shall be elected at the annual meeting of the members in the manner provided by the Bylaws.

7.3 The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

President:	Daniel E. Zucchi
Vice President/ Secretary:	Jeffrey Sheara
Treasurer:	Lee Newman

Any vacancies in office occurring before the next election shall be filled by the remaining Directors.

8. INDEMNIFICATION

Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities including attorneys' fees, reasonably incurred by or imposed upon him or her in connection with any proceedings or the settlement of any proceeding to which he or she may be a party, or in which he or she may become involved by reason of his 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 expenses are incurred, except when the Director or Officer is adjudged guilty of willful misfeasance, malfeasance, or nonfeasance, or found to have willfully and deliberately breached his or her fiduciary duty, in the performance of his duties. The foregoing right of indemnification shall be in addition to and exclusive of all other rights and remedies to which such Director or Officer may be entitled.

9. BYLAWS

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

10. AMENDMENT

These Articles of Incorporation shall be amended in the following manner:

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

10.2 A resolution for the adoption of a proposed amendment may be proposed by the Board of Directors of the Association or by the members of the Association. A member may propose such an amendment by instrument in writing directed to any member of the Board of Directors signed by not less than twenty percent (20%) of the membership. Upon an amendment being proposed as herein provided the Board of Directors, shall call a meeting of the membership to be held no sooner than fifteen (15) days nor later than sixty (60) days thereafter for the purpose of considering said amendments. Directors and members not present in person at the meeting considering the amendment may express their approval in writing provided such approval is delivered to the Secretary at or prior to the meeting. Except as provided herein, such approval must be by not less than a majority of the votes of the membership of the Association.

10.3 Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of the members without approval in writing by all members. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.

10.4 A copy of each amendment shall be filed with the Secretary of State, pursuant to the provisions of the applicable Florida statutes, and a copy certified by the Secretary of State shall be recorded in the public records of the County where the Condominium is located.

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12. REGISTERED AGENT

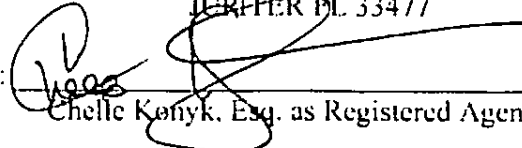
The name and address of the Registered Agent of the Association is:

CHELLE KONYK, ESQ.

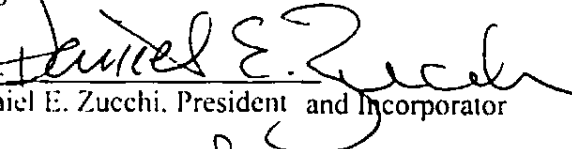
ACCEPTANCE OF REGISTERED AGENT

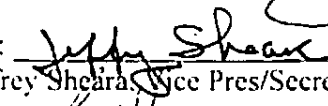
Having been named to accept service of process for the above-stated corporation, at the place designated in the certificate, we agree to act in this capacity and we further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

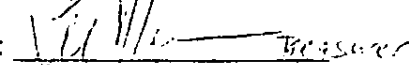
KONYK & LEMME PLLC
140 INTRACOASTAL POINTE DRIVE
SUITE 310
JERFERT BL 33477

BY: 
Chelle Konyk, Esq. as Registered Agent

IN WITNESS WHEREOF the Subscribers have affixed their signatures hereto this 28 day of October 2020

BY: 
Daniel E. Zucchi, President and Incorporator

BY: 
Jeffrey Sheara, Vice Pres/Secretary

BY: 
Lee Newman, Treasurer

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FILED IN ASSESSMENT UNIT