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FLORIDA PROFIT/NON PROFIT CORPORATION
Delta International Condominium Association, Inc.

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AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
DELTA INTERNATIONAL CONDOMINIUM ASSOCIATION, INC.
(A Florida Corporation Not for Profit)

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In order to organize a corporation not for profit under and in accordance with Chapter 617 of the Florida Statutes, we, the undersigned, hereby associate ourselves into a corporation not for profit for the purposes and with the powers hereinafter set forth and to that end, we do make and subscribe to the following Amended and Restated Articles of Incorporation:

ARTICLE I

DEFINITIONS

The terms contained in these Articles which are contained in Chapter 718, Florida Statutes (the "Condominium Act") shall have the meaning of such terms set forth in such act, and the following terms shall have the following meanings:

(a) "Delta International Condominium" or the "Condominium" are the names by which the Condominium Property, as hereinafter defined, may be identified herein.

(b) "Condominium Property" means the land, all improvements thereon, and all personal property used in connection therewith, which are submitted to condominium ownership, under the Declaration, as hereinafter defined, and as are more particularly described therein, and all easements and rights appurtenant thereto.

(c) "Unit" means a unit, as defined in the Condominium Act, which is part of any Condominium Property.

(d) "Owner" means the owner of one or more Units, including Developer, as hereinafter defined, so long as Developer owns one or more Units.

(e) "Developer" means Delta International Joint Venture, a Florida joint venture, and the successors to and assigns of the rights thereof under these Articles; provided, however, that no Owner shall by the purchase of a Unit be deemed a successor to or assignee of the rights of Developer under these Articles unless such Owner is specifically so designated as such a successor to or assignee of such rights in the respective instrument of conveyance or other instrument executed by Developer.

(f) "Association" means Delta International Condominium Association, Inc., a Florida corporation not for profit.

(g) "Board" means the Board of Directors of the Association, which shall be the equivalent of the Board of Administration, as used in the Condominium Act.

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(h) "Member" means a member of the Association, including Developer so long as Developer owns one or more Units.

(i) "Articles" means these Articles of Incorporation of the Association.

(j) "Bylaws" means the Bylaws of the Association.

(k) "Rules" means any rules and regulations duly promulgated by the Board pursuant to its powers under any of the "Condominium Documents," as hereinafter defined.

(l) "Declaration" means the Declaration of Condominium of Delta International Condominium, including any subsequent amendments thereto.

(m) "Condominium Documents" means the Declaration, these Articles, the Bylaws, the Rules, and any document or instrument referred to or contemplated by the foregoing documents, including any subsequent amendments thereto.

(n) "Institutional First Mortgagee" means any bank, life insurance company, union pension fund, savings and loan association, mortgage company, mortgage brokerage company, the Developer, an agency of the United States Government and the holder of any mortgage insured by any agency of the United States Government, real estate investment trust, limited partnership, corporation, and any affiliate, subsidiary, successor or assign thereof, if and as long as the respective entity or person holds a first mortgage on a Unit. When a mortgage by some circumstance fails to be a first mortgage, but it is evident that it is intended to be a first mortgage, it shall nevertheless for the purposes of these Articles be deemed a first mortgage and the holder thereof shall be deemed an Institutional First Mortgagee.

ARTICLE II

NAME

The name of this corporation shall be DELTA INTERNATIONAL CONDOMINIUM ASSOCIATION, INC. (referred to herein as the "Association").

ARTICLE III

PURPOSE OF ASSOCIATION

The purpose of the Association is to administer, manage and operate Delta International Condominium.

ARTICLE IV

POWERS

In furtherance of the foregoing purposes, the Association shall have the following powers:

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(a) The Association shall have all of the common law and statutory powers of a Florida corporation not for profit which are not in conflict with the Condominium Act or the terms and conditions of the Condominium Documents;

(b) The Association shall have all of the powers of a condominium association under the Condominium Act and all of the powers granted to the Association under any of the Condominium Documents;

(c) The Association shall have all of the powers reasonably necessary to implement the purposes of the Association set forth in these Articles and in any of the Condominium Documents, including but not limited to the following powers, which powers will be exercised in accordance with the Condominium Act and the Condominium Documents:

(i) to make, establish, amend and enforce reasonable Rules governing the Condominium and the use of any Condominium Property;

(ii) to make, levy, collect and enforce assessments against Owners to provide funds to pay for the expenses of the Association (including taxes, assessments, and utilities assessed against the Condominium Property which shall not have been paid by the Owners) and the administration, management, operation, repair, restoration and maintenance of the Condominiums and to use and expend the proceeds of such assessments in the exercise of the powers and duties of the Association;

(iii) to administer, manage and operate the Condominium and to maintain, repair and replace Condominium Property;

(iv) to construct and reconstruct Condominium Property in the event of casualty or other loss;

(v) to enforce by legal means the provisions of the Condominium Act and the Condominium Documents;

(vi) to employ personnel, retain independent contractors and professional personnel, and enter into any supply, service, management or other agreements and contracts consistent with the purposes of the Association to assist the Association in the administration, management and operation of the Condominium and the Association and the maintenance, care and repair of Condominium Property, including contracts incident to, or for the purpose of, the borrowing of money;

(vii) to purchase one or more Units in the Condominium, and to hold, lease, mortgage and convey the same.

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ARTICLE V

MEMBERS

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

(a) Until such time as Developer conveys a Unit, the membership of this Association shall be comprised solely of the subscribers to these Articles ("Subscriber Members"), and in the event of the resignation or termination of any Subscriber Member, the remaining Subscriber Members may nominate and designate a successor Subscriber Member. Each of the Subscriber Members shall be entitled to cast one vote on all matters requiring a vote of the membership.

(b) Upon the conveyance by Developer of a Unit, membership of the Subscriber Members in the Association shall be automatically terminated. Thereafter, each and every Owner (and only Owners), including the Developer as to Units owned by Developer, shall be entitled to be Members and to exercise all of the rights and privileges of Members. If the Condominium shall be terminated, the Members shall consist of those persons or entities who were Members at the time of such termination, and their successors and assigns.

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

(d) No Member may assign, hypothecate or transfer in any manner his membership in the Association or his share in the funds and assets of the Association except as an appurtenance to his Unit.

(e) Any Member who conveys or loses title to a Unit by sale, gift, bequest, judicial decree or otherwise shall immediately upon such conveyance or loss of title no longer be entitled to be a Member of the Association, shall not be such a Member, and shall lose all rights and privileges of a Member of the Association.

(f) The total number of votes of all Members in the Association shall be one hundred (100). Each Member, or all Members collectively, owning a Unit shall be entitled to one (1) vote for each one-one hundredth (1/100) undivided share of ownership in the Common Elements in the Condominium Property attributable to such Unit pursuant to the Declaration and the exhibits thereto. Thus, Units shall have unequal votes attributable to them, just as Units shall have unequal shares in the Common Elements. If there is one Member with respect to a Unit, such Member shall be entitled to cast the votes of such Unit. If there is more than one Member with respect to a Unit as a result of the fee interest in such Unit being held by more than one person or entity, such Members collectively shall be entitled to cast the number of votes attributable to such Unit as a

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whole. All votes attributable to a Unit must be cast as a whole. The votes of the Owners of a Unit owned by more than one person or entity, or by a corporation or other legal entity, shall be cast by the person named in a certificate signed by all of the Owners of the Unit, or, if appropriate, by the properly designated officer, partners or principals of the respective legal entity, and filed with the Secretary of the Association, and such certificate shall be valid until revoked by a subsequent certificate so filed. If such a certificate is not filed with the Secretary of the Association, the vote of such Unit by any person not named in the last-filed certificate shall not be considered for any purpose.

ARTICLE VI

TERM

The term for which the Association is to exist shall be perpetual.

ARTICLE VII

SUBSCRIBERS

The names and addresses of the subscribers to these Articles of Incorporation are as follows:

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<u>NAME</u>	<u>ADDRESS</u>
Bhupinder Sodhi	P.O. Box 829 Windermere, FL 34786
Saranjit Sodhi	P.O. Box 829 Windermere, FL 34786

ARTICLE VIII

OFFICERS

8.1 The affairs of the Association shall be managed by a President, one or several Vice Presidents, a Secretary and a Treasurer, and, if elected by the Board, an Assistant Secretary, an Assistant Treasurer and such other officers and assistant officers as may be designated by the Board, all of which officers shall be subject to the directions of the Board.

8.2 The Board shall elect officers of the Association annually at the first meeting of the Board. Officers may be removed by the Board in the manner provided in the Bylaws and such officers may be replaced, or additional officers elected, as the Board shall from time to time determine. The President shall be a Director of the Association, but no other officer need be a Director. The same person may hold more than one office; provided, however, the offices of

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President and Vice President shall not be held by the same person, nor shall the offices of President and Secretary 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	-	Bhupinder Sodhi
Vice President	-	Saranjit Sodhi
Secretary/Treasurer	-	Saranjit Sodhi

ARTICLE X

BOARD OF DIRECTORS

10.1 The number of persons constituting the Board of Directors shall be four (4). The number of directors may be increased as provided in the Bylaws.

10.2 The names and addresses of the persons who are to serve as directors on the First Board of Directors (the "First Board") until the first election of their respective successors in accordance with this Article X are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Bhupinder Sodhi	P.O. Box 829 Windermere, FL 34786
Sarah Gulati	P.O. Box 829 Windermere, FL 34786
Saranjit Sodhi	P.O. Box 829 Windermere, FL 34786

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10.3 The First Board shall serve until the Members other than the Developer shall have the right to elect one or more directors to the Board, as hereinafter provided.

10.4 Developer shall have the right to designate and elect successor directors to serve on the Board upon the resignation or removal of the directors from the Board, or upon the election of the Board at annual meetings of the Members of the Association; subject, however, to the rights

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of the Members of the Association other than Developer to designate and elect members of the Board to the extent set forth in Sections 10.5 and 10.6 immediately following.

10.5 The Members of the Association other than Developer shall have the right to elect one-half (1/2) of the members of the Board after such Members of the Association other than Developer own fifteen percent (15%) or more of the Units in the Condominium.

10.6 The Members of the Association other than Developer shall have the right to elect not less than a majority of the members of the Board following the earliest to occur of the following events (the "Turnover Date"):

(a) Three (3) years after fifty percent (50%) of the Units have been conveyed by Developer to purchasers;

(b) Three (3) months after ninety percent (90%) of the Units have been conveyed by Developer to purchasers;

(c) When all the Units have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; or

(d) When some of the Units have been conveyed by Developer, and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business.

10.7 Upon the occurrence of an event giving rise to the right of the Members of the Association other than Developer to elect, a member of the Board under Sections 10.5 or 10.6 above, or upon the right of the Members of the Association to elect the entire Board, the Members shall elect such director or directors at a special meeting called by the Board for such purpose. Notice of such meeting shall be forwarded to all Members of the Association within sixty (60) days after Members are so entitled to elect such directors, and the Members shall be given at least thirty (30) but not more than forty, (40) days notice of such meeting. The term of any member of the Board who has been elected by Members of the Association shall extend until the next annual meeting of the Members of the Association and until a successor is duly elected by such Members and qualified.

10.8 After the termination of the First Board, the Board shall serve until the next annual meeting of the Association, whereupon the directors shall be elected to serve on the Board in accordance with the foregoing sections and the Bylaws of the Association, and the Board shall continue to be so elected at subsequent annual meetings of the Members of the Association.

10.9 The Developer shall be entitled to elect not less than one (1) member of the Board as long as the Developer shall hold for sale in the ordinary course of business at least five percent (5%) of the Units in the Condominium.

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ARTICLE XI

BYLAWS

The Bylaws of the Association shall be made and adopted by the First Board, and thereafter may be altered, amended or rescinded by a majority of the Board and by vote of the Members present at meetings of each of such bodies in the manner provided for in the Bylaws.

ARTICLE XII

AMENDMENT

12.1 Prior to the conveyance by Developer of a Unit, these Articles may be amended by an instrument in writing signed by all of the Subscriber Members and filed in the Office of the Secretary of State of the State of Florida.

12.2 After the conveyance by Developer of a Unit, these Articles may be amended in the following manner:

An amendment may be first considered by either the Board or the Members, and notice of the subject matter of the proposed amendment shall be set forth in the notice of the meeting (whether of the Board or of the Members) at which time such proposed amendment shall be considered. Upon approval of a proposed amendment by either the Board or the Members, such proposed amendment shall be submitted for approval to the other of said bodies. Approval by the Members must be a vote of Members entitled to cast three-fourths (3/4) or more of the votes of Units represented at a meeting of the Members at which a quorum is present, and approval by the Board must be by two-thirds (2/3) of the directors present at a meeting of the directors at which a quorum is present.

12.3 As an alternative to the method set forth above, an amendment to these Articles may be made by an agreement signed and acknowledged by the record owners of Units entitled to cast three-fourths (3/4) or more of the votes of all the Units in the Condominium in the manner required for the execution of a deed.

12.4 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 the Condominium.

12.5 Notwithstanding any provision of this Article XII to the contrary, these Articles shall not be amended in any manner which shall abridge, amend or alter the rights or priorities of any Institutional First Mortgagee or Developer, including the rights of Developer to designate the directors of the First Board as provided in Article X hereof, without the prior written consent to such amendment by Developer or such Institutional First Mortgagee, as the case may be.

12.6 Notwithstanding any provision of this Article XII to the contrary, these Articles shall not be amended in any manner which shall conflict with any mandatory provisions, terms, conditions, rights and obligations set forth in the Condominium or the other Condominium

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Documents, as the latter may be amended from time to time in accordance with the respective provisions hereof.

12.7 Any instrument amending the Articles shall identify the particular Section or Sections being amended and give the exact language of such amendment. A certified copy of each of such amendments 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 Orange County, Florida.

ARTICLE XIII

REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association and the name of the initial registered agent of the Association at such address shall be as follows:

NAME OF
REGISTERED AGENT

ADDRESS OF REGISTERED
AGENT AND REGISTERED OFFICE

Bhupinder Sodhi

6323 International Drive
Orlando, FL 32819

The registered agent shall immediately serve a copy of any notices or legal process received by said registered agent upon all other Board Members by U.S. Mail or personal delivery at the addresses listed in the Association's records.

ARTICLE XIV

INDEMNIFICATION

14.1 The Association shall indemnify any officer or director, or any former officer or director, to the fullest extent permitted under law. Without limiting the foregoing, each and every director and officer of the Association shall be indemnified by the Association against all costs, expenses and liabilities, including counsel fees at all trial and appellate levels, reasonably incurred by or imposed upon him in connection with any threatened, pending or completed proceeding or litigation, whether civil, criminal, administrative or investigative, or any settlement in which he is a party, by reason of his being or having been a director or officer of the Association, and, the foregoing provision for indemnification shall apply whether or not such a person is a director or officer at the time such cost, expense or liability is incurred. Notwithstanding the foregoing, in the event a director or officer admits or is adjudged to be liable for gross negligence or willful misconduct in the performance of his duties, the indemnification provisions of this Article XIV shall not apply.

14.2 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 (i) by a majority of the non-interested directors, if a quorum of non-interested directors shall be present, or (ii) by Members entitled to cast three-

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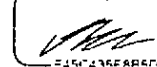
fourths (3/4) of the total votes of the Members present at a regularly or specially called meeting of the Members at which a quorum is present, upon receipt of an undertaking by or on behalf of the director or officer to repay such amount if it shall ultimately be determined that he is not to be indemnified by the Association as authorized by these Articles of Incorporation.

14.3 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.

14.4 If any expenses or other amounts are paid by way of indemnification otherwise than by court order or action by the Members or by an insurance carrier pursuant to insurance maintained by the Association, the Association shall, not later than the time of delivery to Members of written notice of the next annual meeting of Members, unless such meeting is held within 3 months from the date of such payment, and, in any event, within 15 months from the date of such payment, deliver either personally or by mail to each Member at the time entitled to vote for the election of directors a statement specifying the persons paid, the amounts paid, and the nature and status at the time of such payment of the litigation or threatened litigation.

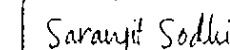
IN WITNESS WHEREOF, the Subscribers have hereunto affixed their signatures this 5th day of January, 2024.

DocuSigned by



BHUPINDER SODHI

DocuSigned by



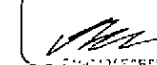
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ACCEPTANCE OF REGISTERED AGENT

The undersigned hereby accepts the designation as Registered Agent of DELTA INTERNATIONAL CONDOMINIUM ASSOCIATION, INC.

DocuSigned by



BHUPINDER SODHI

Principal Office Address:

Delta International Condominium Association, Inc.
6323 International Drive
Orlando, FL 32819

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