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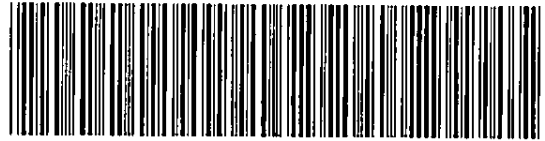
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CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. Nora - west Palm Beach Property Owners' Association, Inc.
(Corporation Name) (Document #)

2. _____
(Corporation Name) (Document #)

3. _____
(Corporation Name) (Document #)

4. _____
(Corporation Name) (Document #)

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NEW FILINGS

☐ Profit
☒ Not for Profit
☐ Limited Liability
☐ Domestication
☐ Other

OTHER FILINGS

☐ Annual Report
☐ Fictitious Name

AMENDMENTS

☐ Amendment
☐ Resignation of R.A., Officer/Director
☐ Change of Registered Agent
☐ Dissolution/Withdrawal
☐ Merger

REGISTRATION/QUALIFICATION

☐ Foreign
☐ Limited Partnership
☐ Reinstatement
☐ Trademark
☐ Other

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Examiner's Initials

**ARTICLES OF INCORPORATION
FOR
NORA - WEST PALM BEACH PROPERTY OWNERS' 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 NORA - WEST PALM BEACH PROPERTY OWNERS' 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 Bylaws of the Master Association as the "Bylaws".

**ARTICLE 2.
OFFICE**

The principal office and mailing address of the Master Association shall be 1105 N Dixie Hwy, West Palm Beach, Florida 33401 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.

**ARTICLE 3.
PURPOSE**

The objects and purposes of the Master Association are those objects and purposes as are authorized by the Declaration of Covenants, Conditions, Restrictions and Easements for NORA - WEST PALM BEACH 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"). All of the definitions set forth in the 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 Property, to provide the Common Services and to maintain, repair and replace the Common Property thereof for the benefit of the Owners who become Members of the Master Association.

All of the Master Association's assets and earnings shall be used exclusively for the purposes set forth herein and in accordance with Section 528 of the Internal Revenue Code of 1986, as amended ("Code"), and no part of the assets of this Master Association may inure to the benefit of any individual Member or any other person. The Master Association may however, reimburse its Members for the actual expenses incurred for or on behalf of the Master Association and may pay compensation in a reasonable amount to its Members for actual services rendered to the Master Association, as permitted by Section 528 of the Code or other applicable provisions of the Code and federal and state law.

ARTICLE 4. DEFINITIONS

The terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration which are incorporated herein, 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 (as determined as of the date of these Articles), except as expressly limited or restricted by applicable law, the terms of these Articles, the Declaration or the Bylaws.

5.2 Enumeration. In addition to the powers set forth in Section **Error! Reference source not found.** above, the Master Association shall have all of the powers and duties reasonably necessary to operate the Property pursuant to the Declaration and 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 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, trade and mortgage both real and personal property in accordance with the provisions of the Declaration; provided however, the Common Property (to the extent owned in fee simple by the Master Association) may not be mortgaged without the prior approval of Members holding two thirds (2/3) of the votes present in person or by proxy at a duly called meeting at which a quorum is present or by written approvals of Members holding two thirds (2/3) of the total votes.

(c) To maintain, repair, replace, reconstruct, add to and operate the Common Property, and other property acquired or leased by the Master Association.

(d) To purchase 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 Property.

(f) To enforce by legal means the provisions of the Declaration, these Articles, the Bylaws, the rules and regulations for the use of the Common Property and applicable law.

(g) To contract for the management and maintenance of the Common Property and to authorize a management agent (which may be any of Developer's Affiliates) to assist the Master Association in carrying out its powers and duties by performing such functions as providing the Common Services, submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Property 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 employ personnel to perform the services required for the proper operation of the Common Property.

(i) To enter into necessary agreements with utility companies, community systems service providers, a community development district or governmental or quasi-governmental entities to provide services to or for the Master Association or the Members.

(j) To adopt and implement the annual budget for the Master Association.

5.3 Powers Exercised by Board of Directors. All of the foregoing powers or duties shall be exercised by the Board of Directors subject to the approval of the required number of directors as may be set forth in the Declaration, Articles or Bylaws, provided however, the Board of Directors may not act on behalf of the Master Association to amend the Declaration or terminate the Master Association or the Declaration. The Master Association shall exist in perpetuity.

5.4 Property of the Master Association. 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 Declaration, these Articles and the Bylaws.

5.5 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).

5.6 Limitation. The powers of the Master Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the Bylaws and applicable law, provided that in the event of conflict, the provisions of applicable law shall control over those of the Declaration and Bylaws.

ARTICLE 6. MEMBERS

6.1 Membership, Classes of Members and Voting Rights. Classes of Members and voting rights of Members are set forth in **Error! Reference source not found.** of the Declaration.

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 Turnover. "Turnover" shall mean the earlier to occur of (a) December 31, 2073, (b) the date that all of the Parcels or portions thereof have been conveyed to Members other than Developer or any of Developer's Affiliates; or (c) such earlier date as Developer, in its sole discretion, indicates in writing that Turnover has occurred.

6.4 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.

6.5 Proviso. At Turnover, Developer shall transfer control of the Master Association to Owners other than Developer by causing enough of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Owners other than Developer to elect Directors and assume control of the Master Association; provided at least thirty (30) days' notice of Developer's decision to cause its appointees to resign is given to Owners, neither Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if the Owners other than Developer refuse or fail to assume control.

ARTICLE 7. INCORPORATOR

The name and address of the Incorporator of this Master Association is:

NAME

Melissa S. Turra

ADDRESS

50 North Laura Street, Suite 3900
Jacksonville, Florida 32202

ARTICLE 8. TERM OF EXISTENCE

Existence of the Master Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Master Association shall exist in perpetuity. The Master Association may only be terminated by the approval of the Members holding ninety percent (90%) of the Voting Interests, voting in person or by proxy at duly called meeting at which a quorum is present or by the approval of Members holding ninety percent (90%) of the Voting Interests; provided however, in the event that the Master Association is dissolved, the assets shall be dedicated to the public body or conveyed to a non-profit corporation with similar purpose.

ARTICLE 9 OFFICERS

The affairs of the Master 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 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 Bylaws 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:

Claude Chandonnet	1105 N Dixie Hwy West Palm Beach, FL 33401
Joseph Furst	1105 N Dixie Hwy West Palm Beach, FL 33401
Sam Grace	1105 N Dixie Hwy West Palm Beach, FL 33401

ARTICLE 10. DIRECTORS

10.1 Number and Qualification. The property, business and affairs of the Master Association shall be managed by a board consisting of the number of directors determined in the manner provided by the Bylaws from time to time.

10.2 Duties and Powers. All of the duties and powers of the Master Association existing under the Declaration, these Articles, the Bylaws and Chapter 617, Florida Statutes shall be exercised exclusively by the Board of Directors, its agents, contractors or employees.

10.3 Election, Removal and Term of Directors. Until Turnover, Developer shall appoint the members of the Board of Directors. Upon and after Turnover, the members of the Board of Directors will be elected in accordance with **Error! Reference source not found.** of the Bylaws for the periods described in the Bylaws. The provisions relating to the election and removal of the Board of Directors are set forth in **Error! Reference source not found.** of the Bylaws.

10.4 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:

<u>NAME</u>	<u>ADDRESS</u>
Claude Chandonnet President	1105 N Dixie Hwy West Palm Beach, FL 33401

Joseph Furst
Vice President

1105 N Dixie Hwy
West Palm Beach, FL 33401

Sam Grace
Secretary & Treasurer

1105 N Dixie Hwy
West Palm Beach, FL 33401

10.5 Standards. A Director shall discharge his 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 performed the duties of his office in compliance with the foregoing standards.

ARTICLE 11. INDEMNIFICATION PROVISIONS

This Master Association shall indemnify any and all of its directors, officers, employees or agents, or former directors permitted by law. Said indemnification shall include, but not be limited to, the expenses, including the cost of any judgments, fines, settlements and counsel's fees, actually and necessarily paid or incurred in connection with any action, suit or proceeding, whether civil, criminal, administrative or investigative, and any appeals thereof, to which any such person or his legal representative may be made a party or may be threatened to be made a party by reason of his being or having been a director, officer, employee or agent, as herein provided. The foregoing right of indemnification shall not be inclusive of any other rights to which any such person may be entitled as a matter of law or which he may be lawfully granted. It shall be the obligation of the Master Association to obtain and keep in force a policy of officers' and directors' liability insurance.

ARTICLE 12. BYLAWS

The first Bylaws 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 Bylaws and the Declaration.

**ARTICLE 13.
AMENDMENTS**

Until Turnover, Developer reserves the exclusive right to amend or repeal any of the provisions of these Articles of Incorporation or any amendments hereto without the consent of any other Member or Mortgagee. After Turnover, the Master Association shall have the right to amend or repeal any of the provisions contained in these Articles or any amendments hereto, provided, however, that any such amendment shall require the written consent of sixty-six and two-thirds percent (66 2/3%) of the Voting Interests. No amendment shall conflict with any provisions of the Declaration. After Turnover, the consent of any Institutional Mortgagees shall be required for any amendment to these Articles which impairs the rights, priorities, remedies or interest of such Mortgagees, and such consent shall be obtained in accordance with the terms and conditions, and subject to the time limitations, set forth in the Declaration. Amendments to these Articles need only be filed with the Secretary of State and do not need to be recorded in the public records of the County.

**ARTICLE 14.
INITIAL REGISTERED OFFICE;
ADDRESS AND NAME OF REGISTERED AGENT**

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

Corporate Creations
801 US Highway 1
North Palm Beach, Florida 33408

The Incorporator has affixed his signature the day and year set forth below.

Melissa Turra

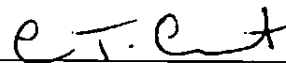
Dated this 23rd day of May, 2024

**CERTIFICATE OF DESIGNATION OF PLACE OF BUSINESS OR
DOMICILE FOR THE SERVICE OF PROCESS WITHIN FLORIDA
FLORIDA NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

In compliance with Section 48.091, Florida Statutes, the following is submitted:

Nora - West Palm Property Owners' Association, Inc., desiring to organize or qualify under the laws of the State of Florida, with its principal place of business in the County of Palm, State of Florida, has named Corporate Creations, with an address of 801 US Highway 1, North Palm Beach, Florida 33408 as its agent to accept service of process within Florida.

**NORA - WEST PALM BEACH PROPERTY
OWNERS' ASSOCIATION, INC.,**
a Florida not-for-profit corporation

By: 
Claude Chandonnet
Its President
~~March~~ 23, 2024
MAY

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

CORPORATE CREATIONS

By: _____
Name: _____
Its: _____
March __, 2024

1602

**CERTIFICATE OF DESIGNATION OF PLACE OF BUSINESS OR
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FLORIDA NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

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**NORA - WEST PALM BEACH PROPERTY
OWNERS' ASSOCIATION, INC.,**
a Florida not-for-profit corporation

By: _____
Claude Chandonnet
Its President
May __, 2024

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

CORPORATE CREATIONS

By: _____
Name: Jim Perkins
Its: EVP
May 23, 2024