

MERGED
ARTICLES OF INCORPORATION OF
OVERLOOK CONDOMINIUM ASSOCIATION, INC.

(as of November 2019)

THE UNDERSIGNED hereby associate themselves for the purpose of forming a corporation not-for-profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I

Name

The name of the corporation shall be OVERLOOK CONDOMINIUM ASSOCIATION, INC., a condominium, and shall be hereinafter referred to as the "Association".

ARTICLE II

The purpose for which the Association is organized is as follows:

1. A condominium known as OVERLOOK is being constructed on certain lands located in Broward County, Florida, and is more particularly described as follows:

SEE ATTCHED EXHIBIT "A"

hereinafter called the "Land". This corporation is organized to provide a means of administering the condominium by the owners thereof.

2. The documents creating the condominium are to be recorded in the Public Records of Broward County, Florida.

3. The Association shall make no distribution of income to its members, directors or officers.

ARTICLE III

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

1. The Association shall have all the common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of these Articles.

2. The association shall have all the powers granted to it by Chapter 718, Florida Statutes.

3. The Association shall have all of the powers granted to it in the Declaration of Condominium of OVERLOOK, a condominium, when said Declaration is recorded in the Public Records of Broward County, Florida.

ARTICLE IV

The qualification of members, the manner of their admission and voting by such members shall be as follows:

1. All unit owners shall be members of the Association and no other person or entities shall be entitled to membership.

2. Membership in the Association shall be established by recording in the Public Records of Broward County, Florida, of a deed or other instrument establishing a change of record title to a condominium parcel in the condominium and the notification in writing to the corporation of the record information, the new owner designated by such instrument thereby becoming a member of the Association. The membership of the prior owner shall thereby terminate.

3. The share of a member in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner whatsoever.

4. Members of the Association shall be entitled to one vote for each unit owned by such member. Voting rights will be exercised in the manner provided by the By-Laws of the Association.

ARTICLE V

Directors

1. The affairs of the Association will be managed by a Board of not less than three nor more than five directors, as shall be determined by the By-Laws.

2. Directors of the Association shall be appointed or elected at the annual meeting of the members in the manner set out in the By-Laws. Directors may be removed and vacancies of the Board of Directors shall be filled as set out in the By-Laws.

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, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
ANDERS S. BILLING	508 Main St., Boonton, NJ 07005
DIANN E. BILLING	508 Main St., Boonton, NJ 07005
GREG BILLING	1155 Hillsboro Mile, Hillsboro Beach, FL 33062

Notwithstanding the foregoing, the Developer, OVERLOOK CONDOMINIUMS, a Florida Limited Partnership, shall have the right to elect three (3) members of the Board of Directors of the Corporation, until three (3) years after the Developer has conveyed fifty percent (50%) of the units that will ultimately be operated by this Corporation or, three (3) months after the Developer has conveyed ninety percent (90%) of the condominium units that will ultimately be operated by this Corporation, or, when all of the units have been sold and no units are being offered for sale by the Developer, whichever shall occur first.

ARTICLE VI

Officers

The Board of Directors, at their first meeting after having been elected by the members of the Association, shall elect from their number officers who shall administer the affairs of the Association. The names and addresses of the officers who shall serve until their successors are elected are as follows:

<u>NAME</u>	<u>ADDRESS</u>
ANDERS S. BILLING President	508 Main St., Boonton, NJ 07005
DIANN E. BILLING Vice-President	508 Main St., Boonton, NJ 07005
GREG BILLING Secretary & Treasurer	1155 Hillsboro Mile, Hillsboro Beach, FL 33062

ARTICLE VII

Indemnification

1. Indemnity. To the fullest extent permitted by Florida law:
 - (A) The Association shall indemnify any person who is or was a party to any proceeding by reason of the fact that he or she is or was a Director, officer,

committee member or employee of the Association against liability incurred in connection with such proceeding.

(B) The Association shall indemnify any person who is a party to any proceeding brought by or in the right of the corporation, by reason of the fact that he or she is or was a Director, officer, committee member or employee of the Association against liability incurred in connection with such proceeding.

(C) The foregoing indemnity shall include, without limitation, costs and Legal Fees incurred and amounts paid in settlement not exceeding, in the judgment of the Board of Directors, the actual and reasonable expenses incurred in connection with the defense or settlement of such proceeding, including appeal thereof.

2. Limitations. The foregoing indemnity obligations shall be subject to such limitations and restrictions as are now or hereafter set forth in the applicable Statutes.

3. Inclusions. The indemnification provided for herein shall include any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, whether formal or informal, any appeal in any such action, suit or proceeding, and any inquiry or investigation that might lead to such an action, suit or proceeding.

4. Recovery of Expenses. Expenses incurred by any person entitled to indemnification hereby shall be paid in advance of the final disposition of the proceeding upon receipt of any undertaking acceptable to the Association, by on or behalf of such person to repay such amount if he or she is ultimately found not to be entitled to indemnification pursuant to law.

5. Non-exclusive. The indemnification and advancement of expenses provided pursuant to this section are not exclusive, and, to the extent permitted by law, the Association may make any other or further indemnification or advancement of expenses if approved by a majority of the disinterested Directors or vote of the Members, or as permitted under any By-Law or agreement, to the extent permitted by law.

6. Application for Indemnity. Nothing herein is intended to restrict a party's authority, as provided by law, to apply for indemnification or advancement of expenses, or both, to the court conducting the proceeding, to the circuit court, or to another court of competent jurisdiction.

ARTICLE VIII

By-Laws

The By-Laws of the Association shall be those By-Laws set forth in the aforesaid Declaration of Condominium and may be altered, amended or rescinded in the manner provided by said By-Laws.

ARTICLE IX

Amendments

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

These Articles of Incorporation may be amended at any regular or special meeting of the members of the Association, called in accordance with the By-Laws by the affirmative vote of two-thirds (2/3) of the members present and voting at a meeting at which a quorum has been established. For purposes of the foregoing, submitting a proxy, casting an online vote or submitting a ballot in person shall all constitute being present at the meeting. Each member shall have the number of votes specified in Article IV of these Articles.

ARTICLE X

Term

The term of the Association shall be the life of the condominium, unless the Association is terminated sooner by the unanimous action of its members. The Association shall be terminated by the termination of the condominium in accordance with the condominium documents.